

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 14, 2017**

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 OF COUNCIL MEMBERS:

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

APPROVAL OF MINUTES – January 24, 2017

COMMITTEE REPORTS

Councilman Perri - Sewer Inter Local, Planning Board, Senior Citizens, Shared Services

Councilman O'Neill - Court/Violations, Library

Councilman Piergiovanni – Insurance and Safety, Chamber of Commerce, Municipal Alliance, Northfield School

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

Councilman Lischin – Fire Department/EMS, Inspections, Code Enforcement, Housing/Zoning, Technology/MRHS Channel 2, Cultural Committee, Green Team, Sign Sub Committee

Council President Travagline – FAN, Sign Sub Committee, Shared Services, Green Team Advisory

Councilman Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering, Little League/Babe Ruth, Sign Sub Committee, Traffic Safety

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- | | |
|----------------|---|
| 54-2017 | Approval to Submit a Grant Application and Execute a Grant Agreement with the New Jersey Department of Transportation for the 2017 Municipal Aid – Reconstruction of Cresson Avenue Project |
| 55-2017 | Award of Contract for Fire Department Hose and Equipment |
| 56-2017 | Commemorating the 30th Anniversary of the Atlantic County Municipal Joint Insurance Fund |
| 57-2017 | Authorizing Schaeffer, Nassar, Scheidegg Consulting Engineers to Proceed with Certain Projects |
| 58-2017 | End of Seasonal Employment for Birch Grove Park Employee – McKeone |
| 59-2017 | Resolution in Support of Atlantic County Pledging Non-Acceptance of Less than Its Fair Percentage of Pilot Program Revenues |

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 14, 2017**

- 60-2017** Community Development Block Grant Program
61-2017 Refund Overpayment of Taxes
62-2017 To Approve an Application for Use of Facilities – 9U Sandsharks
63-2017 To Approve an Application for Use of Facilities - South Jersey Mens Senior Baseball
64-2017 Authorization to Create Municipal Liens for Property Maintenance Costs
65-2017 A Resolution Accepting a Grant from the State of New Jersey, Department of Law and Public Safety, 2016 Body Worn Camera (BWC) Assistance Program FFY16 JAG
66-2017 Acknowledging the Terms and Conditions of the South Jersey Power Cooperative Bid Results for the Purchase of the Commodity Natural Gas
67-2017 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. 10:4-12(b) (7) Regarding Litigation and Matters Falling within the Attorney Client Privilege Requiring Confidentiality – Mt Laurel Litigation

ORDINANCE

- 2-2017** Ordinance Providing for and Establishing Salary Ranges of Officers and Employees Of the City of Northfield and Repealing all Ordinances Heretofore Adopted, The Provisions of Which are Inconsistent Herewith
First Reading / No Public Input / Published in the Press of AC 2/18/2017
Second Reading / Public Hearing / Final Consideration 2/28/2017
- 3-2017** An Ordinance Amending Chapter 111-35 of the Code of the City of Northfield to Remove Certain Streets or Parts Thereof from Being Designated as Through Streets and Amending Chapter 111-36 to Add Stop Intersections
First Reading / No Public Input / Published in the Press of AC 2/18/2017
Second Reading / Public Hearing / Final Consideration 2/28/2017
- 4-2017** An Ordinance Amending Chapter 215 of the Code of the City of Northfield Governing Land Use and Development
First Reading / No Public Input / Published in the Press of AC 2/18/2017
Second Reading / Public Hearing / Final Consideration 3/14/2017
- 5-2017** Calendar Year 2017 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14)
First Reading / No Public Input / Published in the Press of AC 2/18/2017
Second Reading / Public Hearing / Final Consideration 2/28/2017

PAYMENT OF BILLS \$ 255,955.06

MEETING NOTICES

City Council	February 24, 2017	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 54-2017**

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE 2017 MUNICIPAL AID – RECONSTRUCTION
OF CRESSON AVENUE PROJECT**

WHEREAS, The State of New Jersey Department of Transportation has notified the City of Northfield that they will be accepting grant applications for the 2017 Municipal Aid Program, which provides funding for municipal transportation projects; and

WHEREAS, the City of Northfield desires to obtain a grant through the 2017 Municipal Aid Program and has identified the Reconstruction of Cresson Avenue, as the City's application.

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

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as 00519 to the New Jersey Department of Transportation on behalf of City of Northfield.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of 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, 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 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL _____

Mary Canesi, RMC
Municipal Clerk

Erland Chau
Mayor

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 55-2017**

**AWARD OF CONTRACT
FOR FIRE DEPARTMENT HOSE AND EQUIPMENT**

WHEREAS, the City of Northfield is desirous of purchasing Fire Department Hose and Equipment; and

WHEREAS, the Municipal Clerk solicited, received, and opened sealed proposals on December 23, 2016 as follows:

Bidder	Base Bid
Continental Fire & Safety	\$64,605.00
Witmer Public Safety Group	\$69,467.00

WHEREAS, the bid from Continental Fire & Safety was deemed by Northfield Fire Department Chief Bruce Cummings to have failed to conform to the bid specifications; and

WHEREAS, it is the recommendation of Northfield Fire Department Chief Bruce Cummings, to accept the bid from Witmer Public Safety, in the amount of \$69,467.00 and;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey that the bid from Witmer Public Safety Group, 104 Independence Way, Coatesville, PA 19320 in the amount of \$69,467.00 be accepted.

BE IT FURTHER RESOLVED that Certification of the Availability of funds has been received from the Chief Finance Officer.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield, held this 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 56-2017**

**A RESOLUTION COMMEMORATING THE 30TH ANNIVERSARY OF THE
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the Atlantic County Municipal Joint Insurance Fund has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and

WHEREAS, the City of Northfield is a member of the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the Atlantic County Municipal Joint Insurance Fund commenced operations on January 1, 1987 with seven charter members who, when challenged with an unfavorable market for their insurance, decided to join together to avoid the high costs and limited coverage associated with traditional insurance for fire and property, liability and workers compensation risks; and

WHEREAS, over the past 30 years the Fund has grown to 41 members and stands today as one of the greatest examples of an inter-local service agreement in the State of New Jersey's history; and

WHEREAS, municipalities participating in the ACMJIF have saved their local taxpayers millions of dollars in the form of lower premiums and the return of nearly \$31 million dollars in surplus distributions; and

WHEREAS, the elected officials and the municipal employees covered by the Atlantic County Municipal Joint Insurance Fund are the foundation of the Fund's success and without whose dedication to the Fund Safety and Risk Management programs the Fund would not have achieved the status it enjoys today; and

WHEREAS, the City of Northfield wishes to recognize and commemorate the Fund on its 30th year of successful operation.

NOW, THEREFORE, BE IT RESOLVED, the City Council of Northfield assembled in a public session on February 14, 2017, that this body does hereby recognize and commemorate 2017 as the 30th year of the successful operation of the Atlantic County Municipal Joint Insurance Fund; and

BE IT FURTHER RESOLVED that the City of Northfield wishes to acknowledge this 30th Anniversary as a milestone event in the history of the Fund and wishes the Fund continued success for many years to come; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the Executive Director of the Atlantic County Municipal Joint Insurance Fund for his information and distribution to the membership.

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 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 57-2017**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING
ENGINEERS TO PROCEED WITH CERTAIN PROJECTS**

WHEREAS, Schaeffer, Nassar, Scheidegg Consulting Engineers LLC have submitted expenditure requests outlining professional engineering services that will be provided to the City of Northfield; and

WHEREAS, copies of said expenditure requests have been provided to the City Council for their review; and

WHEREAS, City Council has deemed it appropriate to authorize the expenditure of these monies as follows:

<u>Project Description</u>	<u>Estimated Purchase Order Amount</u>
Engineering services – Survey, design, bidding, construction, inspection, material testing and contract administration for the project known as the Cresson, Burton, Walnut Avenues, Aster Street and Ridgewood Drive Drainage Improvements Project	
Total	\$49,750.00

WHEREAS, Certification of Availability of Funds has been received from the Chief Finance Officer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that this Project is approved as submitted by Schaeffer, Nassar, Scheidegg Consulting Engineers.

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 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 58-2017**

**END OF SEASONAL EMPLOYMENT
FOR BIRCH GROVE PARK EMPLOYEE**

WHEREAS, City Council approved the appointment of Stephen McKeone for the position of Seasonal Maintenance Employee at Birch Grove Park beginning September 1, 2016 as per Resolution No. 167-2016; and

WHEREAS, Mr. McKeone's seasonal assignment ended effective January 27, 2017.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby memorialize the end of the seasonal employment assignment of Stephen McKeone as of Birch Grove Park Seasonal Maintenance Employee effective January 27, 2017.

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 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 59-2017**

**RESOLUTION IN SUPPORT OF ATLANTIC COUNTY PLEDGING
NON-ACCEPTANCE OF LESS THAN ITS FAIR PERCENTAGE OF
PILOT PROGRAM REVENUES**

WHEREAS, the State of New Jersey passed into law a PILOT program to benefit Atlantic City wherein, under expected circumstances, the City will receive not less than \$120 million per year in lieu of property taxes for the next budget year and a number of years thereafter from casinos operating in Atlantic City; and

WHEREAS, a portion of those funds are payable by the City to Atlantic County, as has always been the case for property taxes, to sustain the County budget and fund the services the County provides to its citizens, including Atlantic City citizens; and

WHEREAS, the PILOT program legislation notably and significantly fails to provide direction and guidance concerning the actual portion of the funds that are to be paid by the City to Atlantic County for the County budget and the services the County provides, arguably a major flaw in the PILOT program legislation inasmuch as the legislation fails to take into account Atlantic County's reliance on the City's payments and did not protect the County's financial integrity with regard to same; and

WHEREAS, State officials and agencies having oversight and responsibilities for fair administration of the PILOT program legislation instead have suggested the City and County negotiate their positions on the subject; and

WHEREAS, in performing its due diligence in calculating a fair and reasonable sum, the Atlantic County Board of Taxation reviewed and analyzed tax receipts from the City over the years and determined the City historically paid the County approximately 13.5%, net of any refunds, the actual figure being higher, of its tax revenues, and the County secured the verbal consent of both Assemblymen of the County, and the Mayor of Atlantic City at a meeting of Atlantic County Mayors, Freeholders and Legislators to that figure, and in addition thereto the Mayor of Atlantic City signed an agreement with the County to that same effect; and

WHEREAS, Atlantic County did not cause or create the City's financial losses in its tax revenues brought *on* by the sharp decline of the City's casino industry and was not allowed to participate with the City in its defense of multiple casino tax appeals that led to huge losses in tax revenues by the City and an obligation on the City's part to refund millions of dollars to the casinos that successfully appealed their taxes; and

WHEREAS, it would be patently unfair and unjust to allow and force large losses to the County's budget process by serious shortfalls in the payments by the City to the County, which in turn would require the County to significantly curtail its services to the City and County, or force a big increase in County taxes to its taxpaying citizens Countywide; and

WHEREAS, Atlantic County deems the current circumstances to be very unfair to the County, will cause serious distortion, disruption and stress to the County budget needs and process, and will cause a drastic reduction in services and/or a large and unnecessary tax increase Countywide.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Atlantic that it is unable and cannot justify to its taxpayer citizens Countywide acceptance of less than 13.5%, net of refunds, of the City's PILOT program funds that were promised, and cannot accept an agreement for less.

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders of the County of Atlantic authorizes the County Executive and Administration of the County to withhold payment that may be claimed to be due to Atlantic City from the County resulting from any tax appeals until such time as an agreement is entered into between Atlantic City and the County of Atlantic assuring that the County of Atlantic will timely receive from the City as its fair share 13.5%, net of refunds, on all PILOT program funds paid to the City by casinos.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be directed to the governmental body of each Atlantic County municipality, the Mayor's Association of Atlantic County, the Governor, Senate and Assembly and legislative teams representing any portion of Atlantic County.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 14th day of February 2017.

Mary Canesi, RMC, Municipal Clerk

**CITYOF NORTHFIELD, NJ
RESOLUTION NO. 60-2017**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Northfield has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2016; and

WHEREAS, as a participant, the City of Northfield expects to be allocated \$26,530.00 for Fiscal Year(s) 2016 for the project known as ADA Improvements Casto House; and

WHEREAS, in order to be allocated CDBG funds, the City of Northfield must enter into an inter local service agreement, included hereinto as Exhibit "A", with the Atlantic County Improvement Authority, the administrator of the Atlantic County CDBG Entitlement Program,

NOW, THEREFORE, BE IT RESOLVED, that the Agreement by and between the Atlantic County Improvement Authority and City of Northfield which is attached hereto, is approved and the Chief Elected Official and the Municipal Clerk are authorized to sign said 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 14th day of February 2017.

Mary Canesi, RMC, Municipal Clerk

**RESOLUTION NO. 60-2017
EXHIBIT "A"**

MEMORANDUM OF UNDERSTANDING BETWEEN

Atlantic County Improvement Authority

AND

City of Northfield

FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS MEMORANDUM OF UNDERSTANDING entered this _____ day of _____, 20 ____, by and between the **Atlantic County Improvement Authority** (herein called "ACIA") and **City of Northfield** (herein called the "Sub recipient").

WHEREAS, Atlantic County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, ACIA has been charged with the implementation and administration of these grant funds; and,

WHEREAS, ACIA wishes to provide funding to the Sub recipient to undertake a project with such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a CDBG contract for Fiscal Year(s) 2016 in a manner satisfactory to the ACIA and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program.

Description of Activities

The Municipality will undertake a project or projects, hereinafter referred to as the "Project", within the County generally described as ADA Improvements Casto House an eligible activity under 24 CFR Part 570 Subpart C and as specified in EXHIBIT 1: Project application/description.

B. National Objectives

The Sub recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight

3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the national objectives of the Community Development Block Grant program by benefiting low and moderate income persons as follows: 570.208(a)(2) Presumed Benefit - Limited Clientele

II. TIME OF PERFORMANCE

Services of the Sub recipient shall start on the date first written above and end the 31st day of December 2018. The terms of this Agreement and the provision herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other assets including program income.

III. BUDGET

As specified in the attached Application the estimated budget for the Project is \$26,530.00. The ACIA will allocate a maximum of \$26,530.00 from Atlantic County Urban County CDBG funds from Program Year(s) 2016 for the Project.

IV. PAYMENT

The Municipality shall submit contractors' and other invoices approved by the Municipality to the ACIA as the Project progresses, and the ACIA will issue a lump sum payment to the Municipality upon completion of the project. It is hereby understood by both parties that the total payments by the ACIA from 2016 CDBG funds will not exceed \$26,530.00 and any additional costs for the Project over that amount will be the responsibility of the Municipality. All allowable costs must: (a) be made in conformance with the Project description and all provisions of this Agreement; (b) be necessary in order to accomplish the Project; (c) be reasonable in amount for the goods or services purchased; (d) be in conformance with the standards contained in OMB Circulars A-87 or A-122 and A-110; (e) be satisfactorily documented; and (f) be consistent with this Agreement. The ACIA will pay for construction costs only.

V. NOTICES

Communication and details concerning this MOU shall be directed to the following:

Atlantic County Improvement Authority	City of Northfield
John C. Lamey, Jr., Executive Director	The Honorable Erland Chau
1333 Atlantic Avenue, Suite 700	1600 Shore Road
Atlantic City, NJ 0801	Northfield, NJ 08225
Phone: 609-645-5838	Phone: 609-641-2832

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITION

A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

The sub recipient shall hold harmless, defend and indemnify the grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The Sub recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub recipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

This Agreement may not be altered, modified, or rescinded orally, any subsequent amendments agreed to by the Municipality and ACIA, and approved by the Board of Chosen Freeholders and HUD, will be incorporated in, and attached to, this Agreement. Should the "project" as generally described in number one (I) of this agreement be modified or substituted for by such

amendment(s), all other terms and conditions contained herein shall apply to the amended project.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated in, and attached to, this Agreement

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up the contract funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the account principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and OMB Circular A-128
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating eligibility of the project if the project is based on the National Objective for Limited Clientele Activity. Client eligibility for services provided shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, OMB Circular A-128.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedure

The Grantee will pay to the Sub recipient funds available under this contract based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc) shall revert to the Grantee upon termination of this contract.

2. OMB Standards

The Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 85 "Uniform Administrative Requirements for Grant and Cooperative Agreements" as modified by 24 CFR 570.502(a) (12), covering procurement.

3. Travel

The sub recipient shall obtain written approval from the Grantee for any travel outside the State of New Jersey with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. Sub recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of , or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time s the Grantee deems appropriate.
3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub recipient agrees to comply with the State of New jersey and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Fair Housing

The Sub recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

6. Benefits to Legal Resident Aliens

The Sub recipient shall comply with 24 CFR Part 49, whereby certain newly legalized aliens, as described in 24 CFR part 49, are not eligible for benefits under activities funded by the CDBG program. This prohibition applies to activities meeting the requirements of Sec. 570.208(a) that either:

- (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

B. Affirmative Action

1. Approved Plan

The Sub recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Sub recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to

furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantee, the Sub recipient and any of the Sub recipients sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub recipients and any of the Sub recipients sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the municipality in which the project is located.

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Sub recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to

employees and applicants for employment of training.

c. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to

conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- d. **Lobbying Certification**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyright able material or inventions, the Grantee and/or grantor agency reserves the right of royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Sub recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

The Sub recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- ❖ Clean Air Act, 42 U.S.C., 7401, et seq.
- ❖ Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
- ❖ Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

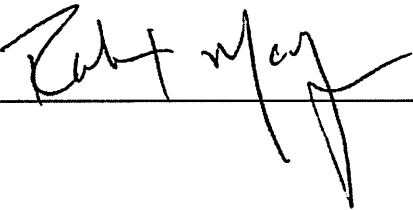
The Sub recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

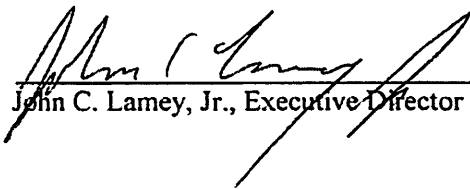
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

ATTEST:



Atlantic County Improvement Authority


John C. Lamey, Jr., Executive Director

ATTEST:

City of Northfield

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2017**

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 following are hereby authorized:

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Corelogic Real Estate Tax Service P.O. Box 961250 Fort Worth, TX 76161-9887	1	2.06	5 CEDAR SPRINGS DRIVE	\$905.74
	1.02	8	10 DANI DRIVE	\$3,496.50
	28	7	2500 HERBERT DRIVE	\$2,094.80
	29	4	2416 SHEPHERD CIRCLE	\$1,825.95
	42	1.19	602 HERZEL AVE	\$1,975.91
	79	15	114 W ROSEDALE AVE	\$1,476.30
	134	36	216 FAIRBANKS AVE	\$1,192.70
Total Amount Of Refund:				\$12,967.90

INDUSTRY CONSULTING GROUP, INC. P.O. BOX 8265 WICHITA FALLS, NJ 76307-8265	179.02	47 C4309	4309 Dolphin Avenue	\$559.10
Total Amount Of Refund:				\$559.10

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 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 62-2017**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. William Hickman, Jr. has properly submitted an Application for Use of Facilities requesting use of the girls' Softball Field, Farm League or Major League Baseball Field one to days per week from the first week of March 2017 until the first week of November 2017, subject to availability based on use by Northfield Little League teams; and

WHEREAS, Mr. William Hickman, Jr. has presented this request on behalf of the South Jersey Sandsharks 9U team; and

WHEREAS, the President of the Northfield Little League has advised that the field use request can be granted, with specific dates to be determined based upon the future needs of the Northfield Little League Baseball program.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Keith Burke subject to the full execution of the Use of Facilities Agreement, and compliance with its 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 Common Council of the City of Northfield, held this 14th day of February 2017.

Mary Canesi, RMC, Municipal Clerk

42-2016

CITY OF NORTHFIELD

Application for Use of Facilities

APPLICANT: 90 South Jersey Sandsharks Baseball Club

ADDRESS: 3 Jack Sloan Crt

ADDRESS: Northfield NJ 08225

Person Responsible:

Name: William Hickman Jr Title: Manager

Address: 3 Jack Sloan Crt Northfield NJ 08225

Telephone: (H) _____ (C) _____ (W) _____

The Applicant requests the use of the facilities listed below:

Name and Location of Facility(ies): Girls Softball field, minor league field
or Major League field

For the following purpose:

90 min weekly practice/game for 90 Sand Sharks

on the following date(s): for 2 90 min weekly at the discretion of NLL from 3/1/17
11/1/17

Specify the hours of use: From: 6pm To: 7:30pm

Number of people to attend: 20

Will juveniles be present? Yes X No If Yes, what ages? 8-10

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 X 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: [Signature] DATE: Jan 23, 2017

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.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 63-2017**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Paul Grace has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field one day per week from the first week of April 2017 until the second week of August 2017 (Sunday mornings); and

WHEREAS, Mr. Paul Grace has submitted said field use application in anticipation of sponsoring a team in the South Jersey Mens Senior Baseball League; and

WHEREAS, the President of the Babe Ruth Baseball of Northfield has advised that the field use request can be granted, with specific dates to be determined based upon the future needs of the Babe Ruth Baseball program.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Paul Grace subject to the full execution of the Use of Facilities Agreement, and compliance with its 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 Common Council of the City Council of Northfield, held this 14th day of February 2017.

Mary Canesi, RMC, Municipal Clerk

03-20/4

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: South Jersey Men Senior Baseball
League. 305 Church Road Cherry Hill N.J. Attn Lou Marshall

Tell Us Who You Are / Description and Purpose of Organization: My name is Paul Grace,
I am the Player/Manager of the South Jersey Shore 45 and up
baseball team to compete in the National Division of the SJ MBL

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☐ Yes ☒ No

If Yes, How Much? \$ _____ per _____ Person _____ Day _____ Season _____ (other)

Name of Applicant / Responsible Party: Paul Grace Title/Affiliation _____

Home Address: 557 Zion Road Egg Harbor Township NJ 08234

Telephone: (H) _____ (C) _____ (W) _____

Name and Location of Facility(ies) Being Requested: Birch Grove Park Senior
Field.

For the Following Purpose: Baseball Games

on the Following Date(s): Sunday Mornings 9am Date start April 2nd

Specify the Hours of Use: From: 9am To: 12pm Thru Aug 15th

of Participants per Date: 15-20 # of Participants who are Northfield Residents: 2

Will Juveniles be Present? Yes ☐ No ☒ If Yes, What Ages? _____

Applicant MUST submit names, addresses, and telephone # of all coaches / chaperones

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☒ Yes ☐ No

If Yes, Name of Municipality/ies: Egg Harbor Township Burlington Park

Date/s and Disposition of Request/s: SAME AS Above April 2nd - Aug 15th

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.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: Paul Grace DATE: 2/8/17
Signature

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 64-2017**

**AUTHORIZATION TO CREATE MUNICIPAL LIENS FOR PROPERTY
MAINTENANCE COSTS**

WHEREAS, the City of Northfield Inspections Department has notified the property owners of the properties on the attached Exhibit A of violations of the City Property Maintenance Code and

WHEREAS, pursuant to Article II, Chapter 268-6 of the City of Northfield Municipal Code entitled "Property Maintenance", notice of the violations and the need to abate them was served to each property owner as listed on the attached Exhibit A; and

WHEREAS, each property owner listed on the attached Exhibit A has failed to comply with said notices; and

WHEREAS, the Public Works Department of the City of Northfield was instructed to remedy the violations and submit the associated costs of bringing the property into compliance with the Article II, Chapter 268-6 of the City of Northfield Municipal Code, concerning Property Maintenance; and

WHEREAS, the Supervisor of the Public Works Department of the City of Northfield submitted bills to the Tax Collector in the amounts listed for each property on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the Tax Collector is directed to attach a lien on each property for the costs associated with bringing each property into compliance with the City's Property Maintenance Code.

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 Northfield City Council, held this 14th day of February, 2017.

Mary Canesi , RMC, Municipal Clerk

RESOLUTION NO. 64-2017
EXHIBIT A

<u>BLK</u>	<u>LOT</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT</u>
54	2	501 MAPLE AVENUE	\$285.27

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 65-2017**

A RESOLUTION ACCEPTING A GRANT FROM THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, 2016 BODY WORN CAMERA (BWC) ASSISTANCE PROGRAM FFY16 JAG

WHEREAS, the Northfield Police Department applied for and obtained a grant from the State of New Jersey, Department of Law and Public Safety in the amount of \$4,500.00 towards the purchase of nine (9) Body-Worn Cameras for members of the Police Department; and;

WHEREAS, said grant monies will require a match in City funds of the difference between the grant and the actual cost of each unit; and

WHEREAS, the estimated unit cost is \$1,140.00 per Body-Worn Camera package, which results in a City match of \$ 5,760.00 for the purchase of (9) nine units; and

WHEREAS, the Sub-award number for the grant is JAGBWC29-16 and the sub-award period is January 19, 2017 to January 8, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Northfield, County of Atlantic, State of New Jersey, that the Northfield Police Department shall accept and agree to comply with and fulfill each of the understandings and assurances contained in said application.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement by and between the Department of Law & Public Safety and City of Northfield which is attached hereto, is approved and the Chief Elected Official and the Municipal Clerk are authorized to sign said 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 City Council of Northfield, held this 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 66-2017**

**ACKNOWLEDGING THE TERMS AND CONDITIONS OF THE SOUTH
JERSEY POWER COOPERATIVE BID RESULTS FOR THE PURCHASE
OF THE COMMODITY NATURAL GAS**

WHEREAS, the City of Northfield participated in the South Jersey Power Cooperative ("SJPC") bid for the purchase of the commodity Natural Gas; and

WHEREAS, the County of Camden, on behalf of the members of the South Jersey Power Cooperative ("SJPC") voted and awarded the contract to Woodruff Energy; and

WHEREAS, the City of Northfield is required to adopt a Resolution acknowledging the award and the terms and conditions of the bid process, incorporated herein as Exhibit A.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey that the terms and conditions of the natural gas bid results, incorporated herein as Exhibit A, are hereby acknowledged.

BE IT FURTHER RESOLVED, that the City of Northfield must also continue to pay the distribution cost to South Jersey Gas and the applicable energy tax as required by the State of New Jersey.

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 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION

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**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT (BID A-33/2016),
BY AND BETWEEN THE COUNTY OF CAMDEN (DIVISION OF PURCHASING)
AND SOUTH JERSEY ENERGY COMPANY AND DIRECT ENERGY BUSINESS
MARKETING, LLC, FOR NATURAL GAS SUPPLY SERVICE UNDER THE
SOUTH JERSEY POWER COOPERATIVE**

WHEREAS, the County of Camden, as the Lead Agent for the South Jersey Power Cooperative (SJPC), received and opened publicly advertised Bid A-33/2016 on September 13, 2016 at 11:30 A.M., Prevailing Time for the Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations; and

WHEREAS, Three (3) bids were received; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County hereby declares South Jersey Energy Company as the lowest responsible bidder for Lot 1, 2, 3 and 4 for a term of 12 months commencing on or about December 16, 2016 at the dekatherm prices listed in South Jersey Energy Company's Proposal for Bid A-33/2016; and

WHEREAS, as the Lead Agency for the South Jersey Power Cooperative, the County hereby declares Direct Energy Business Marketing, LLC as the lowest responsible bidder for Lot 5 for a term of 12 months commencing on or about December 16, 2016 at the dekatherm price listed in Direct Energy Business Marketing, LLC's Proposal for Bid A-33/2016; and

WHEREAS, funding for this purpose (Camden County's needs) shall be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's permanent 2016 budget and 2017 temporary and/or permanent budgets and shall be encumbered at the aforementioned rates to the limit of the County's budget line item appropriation in accordance with N.J.A.C. 5:30-6.5(b)(2); and

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WHEREAS, each participating government entity in the South Jersey Power Cooperative, shall be responsible for insuring the availability and appropriation of sufficient funds with respect to this award in accordance with law; and

WHEREAS, each participating government entity shall award a similar contract for its needs to South Jersey Energy Company and Direct Energy Business Marketing, LLC; now, therefore,

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as set forth above, the bid of South Jersey Energy Company, 1 North White Horse Pike, P.O. Box 152, Hammonton, New Jersey 08037, for Bid A-33/2016, for Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations, for Lot 1, 2, 3, and 4; at the dekatherm prices listed in South Jersey Energy Company's Proposal for Bid A-33/2016, for a term of 12 months commencing on or about December 16, 2016, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as set forth above, the bid of Direct Energy Business Marketing, LLC, 194 Wood Avenue, Iselin, New Jersey 08830, for Bid A-33/2016, for Supply and Delivery of Natural Gas to Various South Jersey Power Cooperative Locations, for Lot 5, at the dekatherm price listed in Direct Energy Business Marketing, LLC's Proposal for Bid A-33/2016, for a term of 12 months commencing on or about December 16, 2016, be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute all necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign

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checks or vouchers for the payment thereof, when such materials and services have been delivered and accepted by the County of Camden; and

BE IT FURTHER RESOLVED that each Participating Government Entity shall encumber funds in accordance with law and shall award a similar contract for its needs to South Jersey Energy Company for Lots 1, 2, 3, and 4 of Bid A-33/2016 and with Direct Energy Business Marketing, LLC, for Lot 5 of Bid A-33/2016, as appropriate, in accordance with the aforementioned terms and conditions.

LJP:amf

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\Res. auth. Bid A-33/2016 - SJ Energy Co. & Direct
Energy Bus. Marketing LLC - Auth. 9-15-16

Introduced on: September 13, 2016
Adopted on:
Official Resolution#:

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 67-2017**

**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. 10:4-12
REGARDING LITIGATION AND MATTERS FALLING WITHIN THE
ATTORNEY CLIENT PRIVILEGE REQUIRING CONFIDENTIALITY**

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

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

WHEREAS, it is necessary for the City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to potential and/or anticipated litigation and matters falling within the attorney client privilege requiring confidentiality.

WHEREAS, the purpose of this meeting is to provide privileged and confidential legal advice with regard to Mount Laurel litigation.

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 Council of the City of Northfield, held this 14th day of February, 2017.

Mary Canesi, RMC, Municipal Clerk