

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 21, 2023**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised in the Press of Atlantic City on Saturday, January 7, 2023, and in accordance with Public Law 1975, Chapter 231.

FLAG SALUTE

COUNCIL ROLL CALL:

Bucci, Carfagno, Dewees, Leeds, Notaro, Smith, Polistina

MAYOR: Chau

APPROVAL OF MINUTES – January 23, 2023 and February 7, 2023

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 55-2023** Authorizing Change of Sewer Account Classification and Refund of Overpayment of Sewer Charges
- 56-2023** Resolution of the City of Northfield Approving the Second Joinder Agreement Allowing the City of Egg Harbor City to withdraw as a Participant and Including New Jersey-American Water Company, Inc. as a New Participant
- 57-2023** To Approve an Application for Use of Facilities – Mainland Youth Lacrosse
- 58-2023** To Approve an Application for Use of Facilities – MRHS
- 59-2023** To Approve an Application for Use of Facilities – Baseball Performance Center
- 60-2023** Authorizing Award of Contract for Document Scanning
- 61-2023** Authorization to Hire Substitute Adult School Crossing Guard
- 62-2023** Employment Status Change for Substitute School Crossing Guard
- 63-2023** Library Maintenance Agreement

ORDINANCE

- 4-2023** Calendar Year 2023 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14)
2nd Reading / Public Hearing / Final Consideration 2/21/2023
Published in the Press of AC 02/25/2023

PAYMENT OF BILLS \$ 451,070.51

MEETING NOTICES

| | | |
|-----------------|---------------------------|---------------------------------------|
| Budget Workshop | February 23 rd | 4:30pm |
| City Council | March 7 th | 6pm Work Session |
| | | Regular Session immediately following |

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 55-2023**

**AUTHORIZING CHANGE OF SEWER ACCOUNT CLASSIFICATION
AND REFUND OF OVERPAYMENT OF SEWER CHARGES**

WHEREAS, the property known as Block 145 Lot 12, 707 Shore Road, was approved by the City of Northfield Zoning Officer for a change in use from pre-existing non-conforming mixed-use, to single family residential occupancy, as of June 21, 2021; and

WHEREAS, due to an oversight, the sanitary sewer billing rate was not changed from a commercial billing rate, to a residential billing rate, in conjunction with the change in use; and

WHEREAS, the property owners have been paying a double billed amount since July 7, 2021, resulting in an overpayment of \$630.00 and there has been a request for a refund of the overpayment; and

WHEREAS, it is the desire of the City to correct the classification of the property and to effectuate refunds of overpayments made, as follows:

| Date | Amount Billed | Amount Paid | Correct Amount Due | Refund Due |
|------------------------|---------------|-------------|--------------------|-------------|
| 2nd Half of Year, 2021 | \$ 390.00 | \$ 390.00 | \$ 180.00 | \$ 210.00 |
| 1st Half of Year, 2022 | \$ 390.00 | \$ 390.00 | \$ 180.00 | \$ 210.00 |
| 2nd Half of Year, 2022 | \$ 390.00 | \$ 390.00 | \$ 180.00 | \$ 210.00 |
| 1st Half of Year, 2023 | \$ 390.00 | \$ 0.00 | \$ 180.00 | \$ (180.00) |
| | | | | \$ 450.00 |

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that the classification of the sewer billing be changed from commercial to residential; and

BE IT FURTHER RESOLVED, that overpayment of sewer charges, reduced by the amount due for the first half of calendar year 2023, and in a net amount of \$450.00, be refunded to the owners of 707 Shore Road, Block 145, Lot 12, in the City of Northfield.

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.

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 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 56-2023**

**RESOLUTION OF THE CITY OF NORTHFIELD APPROVING THE
SECOND JOINDER AGREEMENT ALLOWING THE CITY OF EGG
HARBOR CITY TO WITHDRAW AS A PARTICIPANT AND
INCLUDING NEW JERSEY-AMERICAN WATER COMPANY, INC.
AS A NEW PARTICIPANT**

WHEREAS, a Sewage Conveyance and Treatment Agreement dated as of September 1, 1973 (the "Original Agreement") was executed among the Atlantic County Utilities Authority (as successor to the Atlantic County Sewerage Authority), and other municipal entities and authorities, including Absecon City, Brigantine City, Linwood, the Borough of Longport, Margate City; the City of Northfield, Pleasantville, Ventnor City, the Egg Harbor Township Municipal Utilities Authority, Galloway Township (as successor to the Galloway Township Municipal Utilities Authority), the City of Somers Point (as successor to the Somers Point City Sewerage Authority), and the Atlantic City Sewerage Company (collectively, the "Original Participants"); and

WHEREAS, pursuant to the July 17, 1990 Joinder Agreement, Supplementing Sewage Conveyance and Treatment Agreement Dated as of September 1, 1973, by and between the Atlantic County Utilities Authority, the Original Participants, the Hamilton Township Municipal Utilities Authority, the Weymouth Township Municipal Utilities Authority, and the City of Egg Harbor City, the Hamilton Township Municipal Utilities Authority, the Weymouth Township Municipal Utilities Authority, and the City of Egg Harbor City were included as new participants under the Original Agreement; and

WHEREAS, the City of Egg Harbor City has entered into an agreement with New Jersey American Water Company, Inc. for the sale of its public water and public sewer infrastructure, real property and related improvements; and

WHEREAS, the conveyance of the City of Egg Harbor City's sewer improvements necessitates the execution of a Second Joinder Agreement which will allow the City of Egg Harbor City to withdraw as a participant and permit New Jersey-American Water Company, Inc. to become a new participant under the Original Agreement, as amended; and

WHEREAS, by New Jersey-American Water Company, Inc. becoming a new participant pursuant to the Second Joinder Agreement, it will assume all of the rights and obligations and stand in place of the City of Egg Harbor City under the Original Agreement, as amended.

NOW, THEREFORE, be it resolved that the hereby approves of the Second Joinder Agreement Amending and Supplementing the Sewage Conveyance and Treatment Agreement dated as of September I, 1973, as amended, a copy of which is annexed hereto as Exhibit "A"; and

BE IT FURTHER RESOLVED that Mayor Erland Chau is hereby authorized to execute the Second Joinder Agreement for and on behalf of the City of Northfield, New Jersey.

Dated: _____ By: _____
Mayor Erland Chau

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 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk

Resolution No. 56-2023, Exhibit A

**SECOND JOINDER AGREEMENT AMENDING AND SUPPLEMENTING SEWAGE
CONVEYANCE AND TREATMENT AGREEMENT DATED AS OF SEPTEMBER 1,
1973, AS AMENDED BY THE JULY 17, 1990 JOINDER AGREEMENT**

Among

THE ATLANTIC COUNTY UTILITIES AUTHORITY

And

CITY OF ABSECON
THE ATLANTIC CITY SEWERAGE COMPANY
CITY OF BRIGANTINE
THE CITY OF EGG HARBOR CITY (withdrawing Participant)
EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
GALLOWAY TOWNSHIP
HAMILTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
CITY OF LINWOOD
THE BOROUGH OF LONGPORT
CITY OF MARGATE CITY
NEW JERSEY-AMERICAN WATER COMPANY, INC. (New Participant)
CITY OF NORTHFIELD
CITY OF PLEASANTVILLE
CITY OF SOMERS POINT
CITY OF VENTNOR
WEYMOUTH TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

THIS SECOND JOINDER AGREEMENT AMENDING AND SUPPLEMENTING SEWAGE CONVEYANCE AND TREATMENT AGREEMENT DATED AS OF SEPTEMBER 1, 1973, AS AMENDED BY THE JULY 17, 1990 JOINDER AGREEMENT, (the “Second Joinder Agreement”), is made as of this ____ day of _____, 2023, among the Atlantic County Utilities Authority (the “ACUA”), and the City of Absecon, the City of Brigantine, the City of Linwood, the Borough of Longport, the City of Margate City, the City of Northfield, the City of Pleasantville, the City of Ventnor, the Egg Harbor Township Municipal Utilities Authority, Galloway Township, the City of Somers Point, the Atlantic City Sewerage Company, Hamilton Township Municipal Utilities Authority, Weymouth Township Municipal Utilities Authority, and New Jersey-American Water Company, Inc., a New Jersey corporation with its principal office located at I Water Street, Camden, New Jersey 08102 (as successor to the City of Egg Harbor City).

WHEREAS, the ACUA, financed, constructed and put into operation an interceptor sewer system and wastewater treatment plant (collectively, the “Regional System”) servicing the area known as the Atlantic Coastal Region of the County of Atlantic (“County”) pursuant to that certain Sewage Conveyance and Treatment Agreement dated as of September 1, 1973 (the “Original Agreement”), between the ACUA (in its predecessor form as the Atlantic County Sewerage Authority), and Absecon City, Brigantine City, Linwood, the Borough of Longport, Margate City; the City of Northfield, Pleasantville, Ventnor City, the Egg Harbor Township Municipal Utilities Authority, Galloway Township (as successor to Galloway Township Municipal Utilities Authority), the City of Somers Point (as successor to the Somers Point City Sewerage Authority), and the Atlantic City Sewerage Company (collectively, the “Original Participants”); and

WHEREAS, in 1990, with the Original Participants' agreement and consent, the municipality of Egg Harbor City, the Hamilton Township Municipal Utilities Authority, and the Weymouth Township Municipal Utilities Authority (the "New Participants") became participants in the Regional System pursuant to that certain July 17, 1990 Joinder Agreement Supplementing Sewage Conveyance and Treatment Agreement dated as of September 1, 1973 (the "First Joinder Agreement");

WHEREAS, the municipality of Egg Harbor City has entered into an agreement with New Jersey-American Water Company, Inc. ("NJAW") for the sale of its water system, wastewater system and all real property owned by the City for such public water and sewerage purposes (the "NJAW Agreement");

WHEREAS, NJAW has requested that the Original Participants and the New Participants (collectively, the "Participants") in the Regional System further amend the Original Agreement, as amended by the First Joinder Agreement, in order to permit NJAW to replace and stand in place of Egg Harbor City, with NJAW assuming all rights and obligations of Egg Harbor City as set forth in the Original Agreement, as amended, and Egg Harbor City withdrawing as a Participant.

NOW, THEREFORE, the ACUA, the Participants and NJAW, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, and each intending to be legally bound, hereby agree to enter into or ratify, and to further amend and supplement, the Original Agreement, as amended by the First Joinder Agreement, as follows:

Section 1. Incorporation of Recitals. All of the above recitals are incorporated herein by reference.

Section 2. Definitions. Section 101 of the Original Agreement, as amended by the First Joinder Agreement, is hereby further amended and supplemented as follows:

2.1. The term “New Participants” shall include in addition to those existing Participants, NJAW as to those sewerage and wastewater collection systems located within, and sewerage and wastewater emanating from within, the geographic boundaries of the City of Egg Harbor City and shall henceforth exclude the City of Egg Harbor City as a municipal entity. All other Original Participants and New Participants shall remain consistent with the Original Agreement, as amended by the First Joinder Agreement.

2.2 The defined term “NJAW” is hereby added as follows: “NJAW” means New Jersey-American Water Company, Inc., a corporation of the State of New Jersey.

2.3 The term “Participant” is amended and restated in its entirety as follows: “Participant” means a Municipality, a Local Authority, the Company, or NJAW.

Section 3. Joinder of New Participants in Original Agreement and First Joinder Agreement as Supplemented Hereby; Ratification of Original Agreement and First Joinder Agreement as Amended by New Participant.

NJAW as a New Participant acknowledges receipt of a copy of the Original Agreement, certified by the Secretary of the Authority to be a true and correct copy of such Original Agreement as in effect on the date hereof and the First Joinder Agreement amending that Original Agreement, which are collectively annexed hereto as Exhibit A and each of which are incorporated into this Second Joinder Agreement by reference as if set forth at length herein (collectively the Original Agreement, together with the First Joinder Agreement and this Second Joinder Agreement, and any other amendments thereto, shall be referred to as the “Regional System Agreement”). NJAW as a New Participant agrees to be fully bound by the terms and conditions of the Regional System

Agreement, as if it were an Original Participant, and agrees to the terms and conditions hereof, amending and supplementing the Original Agreement, as amended by the First Joinder Agreement.

Each Participant by execution hereof ratifies and confirms the Original Agreement, as amended by the First Joinder Agreement and this Second Joinder Agreement, in all respects and agrees, consents and acknowledges NJAW as a New Participant.

Section 4. Enforcement. Section 702 of the Original Agreement, as amended by the First Joinder Agreement, is hereby further amended and supplemented as follows: Section 702(4), shall become Section 702(5), and the following shall be inserted as the new Section 702(4): This Agreement shall be binding upon and be deemed to be executed by all subsidiary corporations of NJAW and all corporations controlled by it or any company into which it may be merged or with which it may be consolidated and any company resulting from any merger or consolidation to which it shall be a party. Before NJAW transfers ownership, occupancy or control of all or any part of the wastewater and sewerage collections systems located within the geographic boundaries of, or otherwise servicing, the City of Egg Harbor City, to any other person, partnership, firm or corporation (hereinafter called "successor"), NJAW shall request such successor, by agreement with the ACUA supplemental to the Sewage Conveyance and Treatment Agreement dated as of September 1, 1973, as amended, to assume and undertake all of the obligations hereunder of NJAW with respect to such Systems, or any part thereof, and, if such successor be controlled or subject to control by NJAW, NJAW shall cause such successor to assume, undertake and perform each and all of said obligations.

Section 5. Special Consents by Participants. The following provision shall be added to the end of Section 704 of the Original Agreement: Whenever under the terms of this Agreement NJAW is authorized to give its written consent, such consent may be given and shall be

conclusively evidenced by a written instrument purporting to give such consent and purporting to be signed in its name by a representative authorized to execute such instruments.

Section 6. Payment of Legal Fees and Costs by NJAW.

NJAW agrees to reimburse the ACUA for the costs associated with the preparation of this Second Joinder Agreement and other documents necessary to allow NJAW to become a New Participant, in place of Egg Harbor City. Upon NJAW's execution of this Second Joinder Agreement, it will remit payment in the amount of _____ (\$ _____) in the form of a check payable to ACUA.

Section 7. Formal Action Taken.

7.1. Each Participant hereby warrants and represents to the ACUA that by its governing body, or board of directors, as the case may be, it has duly and validly taken all action necessary or appropriate under the laws of the State of New Jersey, including without limitation the General Corporations Act, the New Jersey Public Utilities Act (N.J.S.A. 48:1-1, *et seq.*), the New Jersey Open Public Meetings Law and the New Jersey Municipal and County Utilities Law (N.J.S.A. 40:14B-1, *et seq.*), to authorize its execution, delivery and the performance of its obligations under this Joinder Agreement.

7.2. NJAW shall furnish to ACUA a copy of an adopted corporate resolution authorizing the execution of this Second Joinder Agreement.

7.3. The ACUA hereby warrants and represents to each Participant that by its governing body it has duly and validly taken all action necessary or appropriate under the laws of the State of New Jersey, including without limitation the New Jersey Open Public Meetings Law and the New Jersey Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1, *et seq.*), to authorize its execution, delivery and the performance of its obligations under this Second Joinder Agreement.

Section 8. Project to be Property of ACUA. All right, title and interest in and to all existing and to-be-constructed sewerage facilities in the Atlantic Coastal Region as further defined as “Project” in Section 101(13) in the Original Agreement as that term may have been amended over time and including, without limitation, the Coastal Alternative Project and the Egg Harbor City Interceptor Sewer Line, shall at all times be vested in the ACUA and the ACUA’s title to the Project shall be unaffected by NJAW becoming a New Participant.

Section 9. Determination Pursuant to Section 701 of Original Agreement; Joinder of New Participants in Original Agreement.

In satisfaction of the requirements of Section 701 of the Original Agreement, as amended by the First Joinder Agreement, the Participants and the ACUA hereby determine that the admission of NJAW as a New Participant to the Regional System on the terms and conditions herein and as set forth in the Original Agreement as amended, and the joinder of the Original Participants herein, are not on terms and conditions less favorable to the ACUA than the terms and conditions of the Original Agreement.

Section 10. Approval of Bond Holders. As the Project’s improvements have been constructed and established pursuant to the issuance of certain bonds, this Second Joinder Agreement is contingent upon said bond holders express written consent and approval, which has been obtained as of the date of this Second Joinder Agreement set forth above.

Section 11. Severability. If any one or more of the terms or provisions of this Second Joinder Agreement shall be finally determined to be invalid or unenforceable, the remainder of the terms and conditions hereof shall not be affected thereby and shall continue to be enforceable in all respects.

Section 12. Counterparts. This Second Joinder Agreement may be executed in any number of counterparts, each of which shall be executed by ACUA and all of the Participants, and all of which shall constitute one and the same instrument.

Section 13. Construction; Parties Benefited. This Second Joinder Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall inure to the benefit of the parties hereto and their successors and assigns. Jurisdiction concerning any disputes under this agreement shall be venued in New Jersey Superior Court, Atlantic County Vicinage.

Section 14. Headings. The headings of the several sections hereof are included herein for convenience of reference only and shall not constitute a part of this Second Joinder Agreement for any other purpose.

IN WITNESS WHEREOF, the Atlantic County Utilities Authority and the Participants identified herein have each caused this Second Joinder Agreement to be duly executed and delivered by their respective officers thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed and duly attested all as of the date first above written.

ATTEST:

THE ATLANTIC COUNTY UTILITIES AUTHORITY
(Successor to Atlantic County Sewerage Authority)

By: _____

Print Name: _____

ATTEST:

CITY OF ABSECON

By: _____

Print Name: _____

ATTEST:

THE ATLANTIC CITY SEWERAGE COMPANY

By: _____

Print Name: _____

ATTEST:

CITY OF BRIGANTINE

By: _____

Print Name: _____

ATTEST:

EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY

By: _____

Print Name: _____

ATTEST:

GALLOWAY TOWNSHIP (Successor to Galloway
Township Municipal Utilities Authority)

By: _____

Print Name: _____

ATTEST:

HAMILTON TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY

By: _____

Print Name: _____

ATTEST:

CITY OF LINWOOD

By: _____

Print Name: _____

ATTEST:

BOROUGH OF LONGPORT

By: _____

Print Name: _____

ATTEST:

CITY OF MARGATE CITY

By: _____

Print Name: _____

ATTEST:

CITY OF NORTHFIELD

By: _____

Print Name: _____

ATTEST:

CITY OF PLEASANTVILLE

By: _____

Print Name: _____

ATTEST:

CITY OF SOMERS POINT

By: _____

Print Name: _____

ATTEST:

CITY OF VENTNOR

By: _____

Print Name: _____

ATTEST:

WEYMOUTH TOWNSHIP MUNICIPAL
UTILITES AUTHORITY

By: _____

Print Name: _____

ATTEST:

NEW JERSEY-AMERICAN WATER COMPANY, INC.
(Successor to the City of Egg Harbor City)

By: _____

Print Name: _____

RESOLUTION 23-02-___: APPROVING SECOND JOINDER AGREEMENT AMENDING AND SUPPLEMENTING SEWAGE CONVEYANCE AND TREATMENT AGREEMENT DATED AS OF SEPTEMBER 1, 1973, AS AMENDED

ATLANTIC COUNTY UTILITIES AUTHORITY
RESOLUTION 23-02-

RESOLUTION AUTHORIZING ENTRY INTO THE SECOND JOINDER AGREEMENT, ALLOWING THE CITY OF EGG HARBOR CITY TO WITHDRAW AS A PARTICIPANT AND INCLUDING NEW JERSEY-AMERICAN WATER COMPANY, INC. AS A NEW PARTICIPANT IN THE SEWAGE CONVEYANCE AND TREATMENT AGREEMENT DATED AS OF SEPTEMBER 1, 1973, AS AMENDED

WHEREAS, the Atlantic County Utilities Authority (“ACUA”), as successor to the Atlantic County Sewerage Authority, entered into a Sewage Conveyance and Treatment Agreement dated as of September 1, 1987 (the “Original Agreement”), with other municipal entities and authorities, including Absecon City, Brigantine City, Linwood, the Borough of Longport, Margate City; the City of Northfield, Pleasantville, Ventnor City, the Egg Harbor Township Municipal Utilities Authority, Galloway Township (as successor to the Galloway Township Municipal Utilities Authority), the City of Somers Point (as successor to the Somers Point City Sewerage Authority), and the Atlantic City Sewerage Company (collectively, the “Original Participants”); and

WHEREAS, pursuant to the July 17, 1990 Joinder Agreement, Supplementing Sewage Conveyance and Treatment Agreement Dated as of September 1, 1973, by and between the ACUA, the Original Participants, the Hamilton Township Municipal Utilities Authority, the Weymouth Township Municipal Utilities Authority, and the City of Egg Harbor City, the Hamilton Township Municipal Utilities Authority, the Weymouth Township Municipal Utilities Authority, and the City of Egg Harbor City were included as new participants under the Original Agreement; and

WHEREAS, the City of Egg Harbor City has entered into an agreement with New Jersey-American Water Company, Inc., a New Jersey Corporation, for the sale of its public water and public sewer infrastructure, real property and related improvements; and

WHEREAS, the conveyance of the City of Egg Harbor City’s sewer improvements necessitates the execution of a Second Joinder Agreement which will allow the City of Egg Harbor City to withdraw as a participant and permit New Jersey-American Water Company, Inc. to become a new participant under the Original Agreement, as amended; and

WHEREAS, by New Jersey-American Water Company, Inc. becoming a new participant pursuant to the Second Joinder Agreement, it will assume all of the rights and obligations and stand in place of the City of Egg Harbor City under the Original Agreement, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Atlantic County Utilities Authority as follows:

1. The Atlantic County Utilities Authority hereby approves of the Second Joinder Agreement Amending and Supplementing the Sewage Conveyance and Treatment Agreement dated as of September 1, 1973, as amended, a copy of which is annexed hereto as Exhibit "A"; and
2. The President of the Atlantic County Utilities Authority is hereby authorized to execute the Second Joinder Agreement Amending and Supplementing the Sewage Conveyance and Treatment Agreement dated as of September 1, 1973, as amended, for and on behalf of the Atlantic County Utilities Authority.

This resolution shall take effect upon approval by the Atlantic County Executive pursuant to law.

ATLANTIC COUNTY UTILITIES AUTHORITY

MARVIN EMBRY, CHAIRMAN

(SEAL)

LINDA BAZEMORE, ACTING SECRETARY

Date adopted: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 57-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, on behalf of Mainland Youth Lacrosse, Mrs. Jaclyn Roesch has properly submitted an Application for Use of Facilities for the 2023 season requesting use of City of Northfield athletic fields, for lacrosse practice for girls ages 11 to 14 as follows:

The City of Northfield Practice Football Field**

*** if the Practice Field is deemed unsuitable for play, the request for this span of dates shall also include use of*

The City of Northfield Football Field

Monday – Friday, from February 27th – March 31st 5:00pm -8:00pm, on all dates

and

The City of Northfield Practice Football Field

Monday – Friday, from April 1st - May 26th, 5:00pm -8:00pm, on all dates

WHEREAS, Mainland Youth Lacrosse has requested the use of the restroom facilities, and field lights; and

WHEREAS, the Football Field restroom facilities are operational on a weather-dependent, seasonal basis and are currently closed for the season; and

WHEREAS, Mainland Youth Lacrosse would need to provide port-o-pots at their own expense until such time as restroom facilities are open for the season; and

WHEREAS, fees for use of lights shall be paid in accordance with Chapter 250 of the Municipal Code.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mrs. Jaclyn Roesch on behalf of Mainland Youth Lacrosse, subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of this Resolution and the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

BE IT FURTHER RESOLVED, that the football field facilities are presently open to the public, however, the decision to open and or close the facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion of the City of Northfield.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk



CITY OF NORTHFIELD
Application for Use of Facilities
(Other than Use of Birch Grove Park Center)

Name and Address of Organization: Mainland Youth Lacrosse Club

Tell Us Who You Are / Description and Purpose of Organization: The mission of MYLC is to teach and promote the sport of lacrosse at the youth level in athletes from 3rd-8th grade. MYLC is an inclusive program for youth that reside in Northfield, Linwood and Somers Point.

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

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

If Yes, How Much? \$150 per: X Person Day Season (other)

Name of Applicant / Responsible Party: Jocelyn Roesch Title/Affiliation Northfield at Large Rep Mainland Youth Lacrosse

Home Address: 2301 Shepherd Drive Northfield

Telephone: (H) (C) (W)

Name and Location of Facility(ies) Being Requested: Birch Grove Park Football Field, Burton Avenue.

For the Following Purpose: Practice, Scrimmages + Games for athletes in 3rd-8th grade that participate in Mainland Youth Lacrosse on the Following Date(s): February 27 - May 26

Specify Hours of Use: Monday-Friday 5pm To: 8pm Are Field Lights Requested*? Yes

*If Yes, Provide Dates / Times for Requested Light Use: We will need to utilize lights from February 28 - March 19 (Following the change in daylight savings)

LIGHT USE FEE APPLIES IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE

of Participants per Date: 50 # of Participants who are Northfield Residents: TBD (Majority of participants)

Will Juveniles be Present? Yes X No If Yes, What Ages? 8-14

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

If Yes, Name of Municipality/ies: N/A

Date/s and Disposition of Request/s: N/A

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IS FOR ANY ATHLETIC FIELD, s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: Jocelyn Roesch Signature

DATE: 12/2/22

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.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION

*Request changed via email and conversation with Councilman Dewees Can use football field only if practice field not playable until 4/1/23, after that practice field only will be available.

Rec'd 12/15/22 Bre

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 58-2023**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. William Kern has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field on Friday, May 19, 2023, from 3pm until 10pm, for two Mainland Regional High School Varsity Baseball games; and

WHEREAS, Mr. William Kern has presented this request on behalf of Mainland Regional High School Baseball of Linwood.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. William Kern is 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; and

BE IT FURTHER RESOLVED, that pursuant to § 250-3 (C)-3 of the City of Northfield Code, there shall be no fee for approved use of athletic field lights by not-for-profit educational institutions; and

BE IT FURTHER RESOLVED, that all baseball facilities are presently open to the public, however, the decision to open and or close the baseball facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion of the City of Northfield.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 59-2023**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Ryan Buccafurni has properly submitted an Application for Use of Facilities requesting use of the Boys Minor League Baseball Field on Sundays, from March 1st – December 1st, from 12pm until 5pm; and

WHEREAS, Mr. Ryan Buccafurni has presented this request on behalf of Baseball Performance Center, 10U Travel Baseball.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Ryan Buccafurni 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.

BE IT FURTHER RESOLVED, that all baseball and softball facilities are presently open to the public, however, the decision to open and or close the baseball facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion of the City of Northfield.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk



CITY OF NORTHFIELD
Application for Use of Facilities
(Other than Use of Birch Grove Park Center)

Name and Address of Organization: Baseball Performance Center (BPC)

Tell Us Who You Are / Description and Purpose of Organization: 10 & under winter travel baseball organization. The purpose is to teach 10 & under youth baseball, discipline & team work

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? \$650 per: Person Day Season (other)

Name of Applicant / Responsible Party: Ryan Buccafurri Title/Affiliation

Home Address: 2100 Grove Road

Telephone: (H) (C) (W)

Name and Location of Facility(ies) Being Requested: Minor league field

For the Following Purpose: to practice + play games

on the Following Date(s): March 1, every Sunday through Dec 2023

Specify Hours of Use: From: 12pm To: 5pm Are Field Lights Requested*? No

*If Yes, Provide Dates / Times for Requested Light Use:

*LIGHT USE FEE APPLIES, IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE

of Participants per Date: 17 # of Participants who are Northfield Residents: 10

Will Juveniles be Present? Yes No If Yes, What Ages? 10 & under

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

If Yes, Name of Municipality/ies:

Date/s and Disposition of Request/s:

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IS FOR ANY ATHLETIC FIELD, s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: [Signature] DATE: 2/6/23
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. 60-2023**

AUTHORIZING AWARD OF CONTRACT FOR DOCUMENT SCANNING

WHEREAS, the City of Northfield is a member of the Educational Services Commission of New Jersey (ESCNJ), a cooperative purchasing program organized pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.11; and

WHEREAS, the Local Public Contracts Law authorizes a municipality to purchase goods and services through a duly-formed cooperative purchasing system without advertising for bids; and

WHEREAS, the procurement of goods and services through a cooperative purchasing program is considered to be a fair and open process under the New Jersey Pay-To-Play Law N.J.S.A. 19:44A:20.4 et seq; and

WHEREAS, the City of Northfield desires scan and digitize documents for the Municipal Clerk's Office, and Planning and Zoning Boards, as described in the attached Exhibits "A" and "B", and pursuant to ESCNJ Co-Op #65MCECCPS – ESCNJ 22/23-11; and

WHEREAS, Foveonics Document Solutions has submitted a proposal indicating they will digitize the relevant documents for a cost not to exceed \$65,000, plus annual storage costs estimated at \$2,520.00.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The terms set forth in the preamble are acknowledged as if restated here.
2. The Council of the City of Northfield hereby awards a contract for document scanning and storage in accordance with the specifications described in the proposal submitted by Foveonics Document Solutions pursuant to the conditions of the ESCNJ Co-Op #65MCECCPS – ESCNJ 22/23-11.
3. Funds for this purchase has been certified as available by the Chief Financial Officer and are encumbered under Purchase Order 22-00815, account 2-01-20-120-260.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk / Business Administrator, as necessary, are hereby authorized to execute said contract with Foveonics Documents Solutions.

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 21st day of February 2023.

Mary Canesi, RMC, Municipal Clerk

NJ State Approved-op #65MCE5CCPS Bid#ESC NJ 22/23-11

F.9 Estimated Costs for clerk records consisting of minuets, ordinances, and resolution books – Years 1921-2022

| Service | Unit | Unit Cost | Estimated Volume | Total |
|---|-------------|-----------|------------------|-------------|
| Pickup and Delivery | Per Box | \$1.00 | 40 | \$40.00 |
| Preparation of Files | Per Hour | \$18.00 | 120 | \$2,160.00 |
| Indexing of Files per Field | Per File | \$0.0500 | 30,000 | \$1,500.00 |
| Boxing and Labeling | Per Hour | \$18.00 | 50 | \$ 900.00 |
| Imaging of Files (Small Format) – Bound Books | Per Image | \$0.15 | 75,000 | \$11,250.00 |
| Quality Assurance | Per Hour | \$18.00 | 75 | \$1,350.00 |
| Sorting of Blue Prints | Per Hour | \$18.00 | N/A | \$00 |
| OCR | Per Image | \$0.005 | 75,000 | \$ 750.00 |
| Imaging of Files (Large Format) | Per Image | \$0.049 | N/A | \$00 |
| Set up & Training | Per Install | \$350.00 | 1 | \$350.00 |
| <i>One-time scanning costs</i> | | | | \$18,300.00 |

Cooperative unit pricing is always utilized, and the township will only be billed for actual images produced.

NJ State Approved-op #65MCECCPS Bid#ESC NJ 22/23-11

F.10 Estimated Costs of 85 standard banker boxes of Planning & Zoning Files located in clerk's office, 1st floor and basement.

| Service | Unit | Unit Cost | Estimated Volume | Total |
|---------------------------------|-----------|-----------|------------------|--------------|
| Pickup and Delivery | Per Box | \$1.00 | 85 | \$ 85.00 |
| Preparation of Files | Per Hour | \$18.00 | 811 | \$ 14,598.00 |
| Indexing of Files per Field | Per File | \$0.05 | 30,000 | \$ 1,500.00 |
| Boxing and Labeling | Per Hour | \$18.00 | 175 | \$ 3,150.00 |
| Imaging of Files (Small Format) | Per Image | \$0.039 | 212,500 | \$ 8,287.50 |
| Quality Assurance | Per Hour | \$18.00 | 200 | \$ 3,600.00 |
| Sorting of Blue Prints | Per Hour | \$18.00 | 251 | \$ 4,518.00 |
| OCR – (3 fields per record) | Per Image | \$0.005 | 221,000 | \$ 3,315.00 |
| Imaging of Files (Large Format) | Per Image | \$0.49 | 8,500 | \$ 4,165.00 |
| <i>One-time scanning costs</i> | | | | \$ 43,218.50 |

Cooperative unit pricing is always utilized, and the city will only be billed for actual images produced.

| Service | Unit | Unit Cost | Estimated Volume | Total |
|-------------------------------------|--------------------------|-----------|------------------|------------|
| DocumentSync2 Software annual costs | Per GB/Per Month | \$7.50 | 20/12 | \$1,800.00 |
| Web Based annual costs | Per Repository Per Month | \$30.00 | 2/12 | \$ 720.00 |

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2023**

**AUTHORIZATION TO HIRE SUBSTITUTE
ADULT SCHOOL CROSSING GUARD**

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

WHEREAS, an application submitted by Charity Zentmeyer was received; and

WHEREAS, after the interview, the recommendation to hire Charity Zentmeyer was made by Crossing Guard Supervisor Heather Mellon and Captain of Police Steve Steinecke.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the hiring of Charity Zentmeyer effective Monday, February 27, 2023 is hereby approved.

BE IT FURTHER RESOLVED, that compensation for the Substitute 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 Common Council of the City of Northfield, held this 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2023**

**AUTHORIZATION TO HIRE SUBSTITUTE
ADULT SCHOOL CROSSING GUARD**

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

WHEREAS, an application submitted by Charity Zentmeyer was received; and

WHEREAS, after the interview, the recommendation to hire Charity Zentmeyer was made by Crossing Guard Supervisor Heather Mellon and Captain of Police Steve Steinecke.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the hiring of Charity Zentmeyer effective Monday, February 27, 2023 is hereby approved.

BE IT FURTHER RESOLVED, that compensation for the Substitute 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 Common Council of the City of Northfield, held this 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 62-2023**

**EMPLOYMENT STATUS CHANGE FOR SUBSTITUTE
SCHOOL CROSSING GUARD**

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

WHEREAS, substitute School Crossing Guard William Rowe expressed interest; and

WHEREAS, the recommendation to change the employment status of William Rowe from Substitute Crossing Guard to Regular Adult School Crossing Guard was made by Captain of Police Steve Steinecke, and by Crossing Guard Supervisor Heather Mellon.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the status change of William Rowe effective February 1, 2023 is hereby approved and memorialized.

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, 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 21st day of February, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 63-2023**

**TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF
NORTHFIELD AND THE TRUSTEES OF THE FREE PUBLIC LIBRARY
OF NORTHFIELD, t/a THE OTTO BRUYNS PUBLIC LIBRARY**

WHEREAS, The Otto Bruyns Public Library (Library) is a municipal free public library, established by the City of Northfield, N.J. (City), a municipal corporation, pursuant to N.J.S.A. 40:54-1 et. seq., and

WHEREAS, the Library is administered by a Board of Trustees (Board), a non-profit corporation known as "The Trustees of the Free Public Library of Northfield, N.J., t/a the Otto Bruyns Public Library of Northfield," pursuant to N.J.S.A. 40:54-9 through 14; and

WHEREAS, to clarify the duties of each party regarding the Library, and to avoid duplication of effort and expense in order to operate the Library as efficiently and economically as possible, the City and the Board wish to agree upon the division of certain responsibilities and financial obligations to each party, in accordance with the terms of the attached Agreement.

BE IT RESOLVED, by the Common Council of the City of Northfield that the Mayor be and is hereby duly authorized, empowered and directed to execute the attached Agreement with the Trustees of the Free Public Library of Northfield, t/a the Otto Bruyns Public Library.

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 Common Council of the City of Northfield, held this 21st day of February 2023.

Mary Canesi, RMC Municipal Clerk

**AGREEMENT BETWEEN THE CITY OF NORTHFIELD, N.J. AND THE
TRUSTEES OF THE FREE PUBLIC LIBRARY OF NORTHFIELD, N.J., t/a THE
OTTO BRUYN'S PUBLIC LIBRARY**

WHEREAS, The Otto Bruyn's Public Library (Library) is a municipal free public library located at 241 West Mill Road, established by the City of Northfield, N.J. (City), a municipal corporation, pursuant to N.J.S.A. 40:54-1 et. seq., and

WHEREAS, the Library is administered by a Board of Trustees (Board), a non-profit corporation known as "The Trustees of the Free Public Library of Northfield, N.J., t/a the Otto Bruyn's Public Library of Northfield," pursuant to N.J.S.A. 40:54-9 through 14; and

WHEREAS, to clarify the duties of each party regarding the Library, and to avoid duplication of effort and expense in order to operate the Library as efficiently and economically as possible, the City and the Board wish to agree upon the division of certain responsibilities and financial obligations to each party, and

NOW THEREFORE, for good and valuable consideration received, the parties hereby agree on this _____ day of _____, 2022 as follows:

1. Insurance. The City, at City's sole cost and expense, shall obtain, provide, and keep in full force and effect during the term of this agreement, insurance coverages as detailed below with the Atlantic County Municipal Joint Insurance Fund (ACMJIF) or a reputable licensed New Jersey insurance carrier.

The City shall provide the Board with a Certificate of Insurance evidencing the coverages in effect during the term of this agreement.

- a) **General Liability** insurance or its equivalent for bodily injury, personal and advertising injury and property damage including loss of use, with minimum limits of \$5,000,000 each occurrence. This insurance shall include liability arising from premises operations of the Library. Deductible

per claim is zero. The City of Northfield including all elected and appointed officials, all employees and volunteers, **all boards**, commissions and/or authorities and their board members, employees, and volunteers are included as insureds.

- b) **Property Damage** insurance for the Library building and contents on an all-risk basis, in an amount equivalent to not less than one hundred percent (100%) of the full replacement cost of the Premises. Deductible per claim is \$1,000.
- c) **Workers' Compensation** insurance or its equivalent covering all persons employed by the Board of trustees in the operation of the Library with statutory benefits as required by the State of New Jersey. Coverage includes **Employer's Liability** insurance with minimum limits of:
 - i. \$2,000,000 each accident for bodily injury by accident.
 - ii. \$2,000,000 each employee for bodily injury by disease; and
 - iii. \$2,000,000 policy limit for bodily injury by disease
- d) **Treasurers Bond** Coverage in the amount of \$1,000,000 or higher if needed as determined by the City's Accountant(s). Deductible per claim is \$1,000.
- e) **Public Officials Liability** insurance or its equivalent with minimum limits of \$2,000,000 per occurrence to include the Board of Trustees as insureds. The per claim out of pocket costs include a \$20,000 deductible and a 20% co-insurance on the first \$250,000.

2. Health Benefits. The City shall include all full-time Board employees in its Health Benefits Plan offered to City employees, and shall provide and pay for medical, prescription, dental and vision insurance for such Board employees. The Board shall reimburse the City for this expense, by paying within forty-five (45) days the City's quarterly invoices indicating the premium amounts due.

3. Payroll. The Board shall provide and pay for its employee payroll, using the City's payroll system to do so. The City shall promptly issue Library

employee payroll checks as requested by the Board, and shall administer the Board's payroll at no cost to the Board. Within forty-five (45) days of its receipt of any paychecks, the Board shall reimburse the City for such paychecks, as well as all associated payroll costs of its Library employees (FICA, etc.), including all pension contributions required by the State of New Jersey.

4. Library Maintenance Payment. In consideration of the various goods and services to be rendered by the City to the Library under this agreement, the Library shall annually pay to the City the amount of \$20,500.00, which shall be paid in two equal annual installments, no later than June 30th and September 30th, respectively, for each year covered by this agreement.

- a) 5. Library Funding. The City shall annually pay to the Board for the operation of the Library, all monies required by N.J.S.A. 40:54-8 and 8.1. These monies shall be paid to the Board in at least four (4) equal quarterly payments, by the fifteenth day of the second month of each quarter, or as otherwise required by law, whichever is sooner. Pursuant to N.J.S.A. 40:54-8 and 8.1, the City may pay to the Board such additional sums as the City may deem necessary and proper for the operation of the Library.
- b) The Board may solicit and receive additional monies or other property at any time through donations, governmental or private grants, and gifts from the Northfield Public Library Association (The Friends of the Library) or other persons or organizations. The receipt of such funds or property shall not diminish or change the City's obligation to provide the funds required by (a) above.
- c) The Board shall, by April 15th of each year, file with the City its annual report in the form prescribed by the New Jersey State Library. The report shall set forth in detail all public revenues received by the library, all State Aid received by the library, all expenditures made by the library, and the balance of funds available. The report shall also include an analysis of the state and condition of the library.

6. Library Materials. Pursuant to N.J.S.A. 40:54-8, the Board shall obtain and pay for all library-related materials, including books, magazines, audiotapes and CD's, videotapes, DVD's and the like, as well as all interior shelving required to store and display such materials. The Board shall also provide, pay for and maintain:

- a) All computer equipment (hardware and software) it deems necessary to properly operate the Library, to catalog and track its collection, and to provide an Internet connection for the general public;
- b) All furniture and other interior furnishings it deems necessary to properly operate the Library;
- c) All tools and materials it deems necessary for the repair of library books due to normal wear and tear;
- d) All funds it deems necessary for the proper promotion of the Library, including a quarterly newsletter and programs, special events or other publicity to increase awareness and use of the Library, as well as the promotion of reading, in the community; and
- e) Such other library-related projects, activities and purchases as it deems necessary and proper.

7. Annual Audit. In each calendar year covered by this Agreement, the Board shall obtain and pay for an annual audit of the Library's finances and operations during the prior year, and shall promptly supply a copy of the completed audit to the City at no charge.

All such audits shall be performed by an RMA licensed by the State of New Jersey.

8. Repairs and Maintenance.

- a) Except for any repairs and maintenance required to be performed by the Board under paragraphs 9(a) and (b) above, the City shall provide and pay for all necessary repairs and maintenance to the Library premises, including but not limited to the Library's heating, ventilation and air conditioning (HVAC) systems and the electrical and plumbing systems. The Board shall notify the City in writing as promptly as possible when

repairs or maintenance is needed.

- b) All repairs and maintenance shall be done in a workmanlike manner and completed as promptly as possible, in order to minimize any further expense or damage to the Library, or the possibility of injury to Library patrons and personnel.
- c) The City shall annually obtain and pay for one (1) routine inspection and maintenance of the Library's HVAC system, to be performed in April or May of each year by a plumbing contractor licensed by the State of New Jersey. Due to the need for continuous climate control in the Library, the parties agree that this is a material provision of the agreement, and that time is of the essence in having such work completed.

9. Utilities.

- a) The Board shall obtain and pay for the Library's local, regional and long-distance telephone service, as well as the Library's telephones and associated equipment, such as answering devices and fax machines.
- b) The Board shall obtain and pay for water, electricity and natural gas service to the Library.
- c) The City shall provide and pay for sewer service to the Library. The City shall also provide and pay for any necessary repairs to the Library sewer line.
- d) The City shall obtain and provide one (1) Internet cable connection to the Library from Comcast Cable, at no charge to the Board, pursuant to the City's cable television agreement with Comcast. The Board may make such use of this connection as it deems necessary.

10. Capital Improvements. The Board may request from the City such capital improvements to the Library as the Board believes are necessary or desirable. Such requests shall be submitted by the Board to the City no later than July 1st of each year. All such requests shall be considered by the City for possible inclusion in the City's capital improvement budget for the year following the submission of the request.

11. Lawn Care.

- a) The Board shall provide and pay for all reasonably necessary chemical treatments (fertilizer, weeding chemicals, etc.) for the lawns on the Library's property, using a licensed New Jersey lawncare firm.
- b) The City shall provide and pay for the mowing of the lawns on the Library's premises. Mowing shall be done in a good and workmanlike manner at least once every other week during the Spring, Summer and Fall months.
- c) The City shall provide and pay for all reasonably necessary landscaping of the Library's premises, including the maintenance, placement or replacement of grass, shrubbery, bushes, flowers and trees in place as of the effective date of this agreement.

12. Trash Removal; Recycling. The City shall provide and pay for trash pickup and removal at the Library. Trash pickup shall occur at least once a week, on a weekday during the Library's operating hours. Recycling shall be done by Library personnel, using the Atlantic County Utilities Authority recycling procedures and personnel, at no cost to The Board or the City.

13. Interior Cleaning. The Board shall provide and pay for all cleaning (vacuuming, dusting, waxing, polishing, etc.) of the interior of the Library required by normal patron use. Such cleanings shall be performed at least once every other week, during the times that the Library is not open to the public.

14. Parking Lot, Driveway and Walkways. The City shall provide and pay for the maintenance of the Library's parking lot, driveway and walkways, including the curbing and lighting. The City shall also promptly remove snow and ice from the Library's parking lot, driveway and walkways, and shall perform any necessary salting and sanding, as conditions require.

15. Security. The Board shall annually provide and pay for an annual service contract for the maintenance and repair of the Library's burglar alarm system and its silent emergency call system.

16. Term of Agreement; Modifications. This agreement shall be effective from January 1, 2023 until December 31, 2024. This agreement supersedes any and all prior written or verbal agreements, policies, practices or other previous arrangements for the responsibilities and financial obligations of the City or the Library. This agreement may be modified only by a subsequent written agreement executed by both parties.

CITY OF NORTHFIELD, N.J.

**TRUSTEES OF THE FREE
PUBLIC LIBRARY OF
NORTHFIELD, N.J., t/a THE
OTTO BRUYNS PUBLIC
LIBRARY**


By _____
Erland V.L. Chau, Mayor
City of Northfield

By _____
Jennifer Hale
President Board of Trustees

ENGINEER'S REPORT

ENGINEERING MEMORANDUM

TO: Mayor and City Council, City of Northfield
1600 Shore Road
Northfield, NJ 08225

FROM: Rami Nassar, PE, PP, CME 
Schaeffer Nassar Scheidegg Consulting Engineers, LLC (SNS)

SUBJECT: Engineers Report for February 21, 2023

DATE: February 17, 2023

PROJECTS:

NF13-43 Asset Management Plan

Work has been started on different components of the plan. North American Pipe, LLC has been contracted to video the sewer main along Tilton Road from the manhole by Little Italy Restaurant at Burton Avenue to the manhole at Maple Ave. and Roosevelt Ave. we found a major sewer main break at the intersection of Tilton and Burton causing major roadway settlement, also Infra Structurer Assessment, LLC started to inventory the sewer system. We are working on completing the sanitary sewer system inventory. I will be meeting with Public Works Director on March 9, 2020, to go over portion of the plan and to determine the section sewer main that needs to be inspected. We are finalizing the list for the portion of the sewer main to be videoed. Waiting to hear back from Contractor if able to work. (10-16-2020) working on the schedule to move forward with to video portion of the sanitary sewer pipes. (3-12-2021) Will be starting to video the sewer main on Monday the 22nd, I am meeting with Qwin to finalize the scope of this portion of the project. (4-1-2021) The contractor had to reschedule the work to mid-April. (4-15-2021) Did not get the new schedule from the Contractor yet. (4-30-2021) The contractor started to video the sewer main, we encountered few issues which needs to be addressed in the asset management plan. (5-14-21) waiting on the contractor to send the pipe videos for me to review. (6-11-2021) reviewed the tapes, there are additional few minor issues, and the recommendations will be incorporated into the final document. **(2-17-2023) Working on the report.**

NF13-27 Grant Applications:

(5-22-2020) working on the 2021 Municipal Aid Grants for the reconstruction and widening of Merritt Drive, portion of Ridgewood Drive and possible drainage system upgrade. Also, I received an email from the ACIA stating that the municipality does not qualify for CDBG for recreational use (we do not meet the LMI requirements as set by HUD) the only project we can apply for are ADA compliance or projects for Senior Citizen. (6-12-2020) Finalizing the Municipal Aid Grant application for Merritt Drive and working on the CDBG grant to upgrade ADA access to the picnic area at Birch Grove Park. (7-101-2020) The 2021 Municipal Aid Application has been submitted and there is a resolution on the agenda, which needs to be sent to the NJDOT no later than July 31, 2020. Nothing new to report. (10-16-2020) we had a zoom meeting with the NJDOT Local Aid to discuss the Transportation Alternative Set-Aside program grant for the bike path upgrade. (11-6-2020) working with Mary Canesi on the grant application and getting all the supporting documents and preparing a concept plan to be submitted with the application. (11-20-2020) The bike path grant application will be submitted by the 24th. Grant Application was submitted November 24, 2020. (4-15-2021) New grant opportunity for recreational facility from the NJDEP, to be discussed. (4-30-2021) We need to file the new CDBG Grant by May 14, 2021. (5-14-2021) CDBG application was submitted to the ACIA, and currently working on the recreational grant offered by NJDCA. (6-11-2021) the DCA grant application was submitted, the Urban Parks Grant application will not comply with

most of the environmental restrictions and requirements. (7-9-2021) Submitted the 2021 Municipal Aid Grant Application for the reconstruction of Oak Avenue. (11-5-2021) We received the NJDOT Municipal Aid Grant for the reconstruction of Oak Avenue in the amount of \$285,000.00. (5-6-2022) The application for the CDBG grant from ACIA is completed will be submitted on Monday. (5-20-2022) The Municipal Aid grant application is open we need to finalize which road will be included in the application. (6-10-2022) Ridgewood Drive between Route 9 and Sutton is a possible road for the grant. (6-24-2022) Grant application was submitted to the NJDOT. (7-15-2022) Resolution has been uploaded in PMRS. (8-15-2022) We have a pre application meeting setup for 8-15-2022 for the Transportation Alternative Set-Aside Grant. (10-21-2022) working on the Transportation Alternative Set-Aside Grant and flood mitigation grant with Tim Joo. (11-10-2022) We submitted the Transportation Alternative Set-Aside Grant and working on flood mitigation grant with Tim Joo. (11-25-2022) Grant application was submitted, also we have received the 2023 Municipal Aid Grant for the reconstruction of Ridgewood Drive in the amount of \$261,640. (12-8-2022) I am working in the recreational grant application; we will have on the meeting agenda a resolution to authorize the filing on this application. (1-13-2023) finishing the recreational grant application to be submitted by the 20th. (2-5-2023) The recreational grant application was submitted. **(2-17-2023) No update.**

NF13-03 New Jersey American Water Company System Upgrade:

(1-19-2020) Multiple water main upgrade projects were completed last year, so far there are no new project scheduled within the Municipal Roadways. (2-24-2021) I had a meeting with Tim Green from the NJAWC to discuss the main relocation along Birch Grove Park Road. (3-12-2021) Received the street opening application for the main relocation along Birch Grove Park Road. (4-1-2021) South State subcontractor will remove the trees on the 5th, so the NJAWC will be able to relocate the water main. (5-14-2021) waiting on the NJAWC schedule. (6-11-2021) the water main has been relocated. (7-9-2021) NJAWC finished the work along Birch Grove Park Road. (9-10-2021) Working with the NJAWC on the covered valves issue. (9-23-2021) NJAWC applied for 6 Street Opening Permits. (11-19-2021) The NJAWC planning to replace the entire water main (approximately 4,400') along Herbert Drive and Shepherd Circle West, also the NJAWC will be replacing the water main along Hemsley Road. (3-4-2022) The NJAWC will start the water main renewal along Herbert Drive, Shepherd Circle and Shepherd Circle West on March 7th, it will take approximately 5 weeks to finish the main installation and another 5 weeks to finish all connections. (4-8-2022) Contractor finish the main installation portion of this project, they will start on the water main replacement along Hemsley Place on Monday. (5-20-2022) The contractor will start the individual water connections at Herbert Drive this coming Monday. (6-10-2022) the contractor finished the individual connections along Hemsley and finished more than 50% of the connections for Herbert and Shepherd portion of the project. (6-24-2022) All work has been completed; paving will start after 60 days. (9-2-2022) We marked the limits of paving for the final restoration at Hemsley, Herbert and Shepherd, the work is scheduled for the first week in October. (9-15-22) Contractor sent all required paperwork for additional paving. (10-7-2022) the Paving was completed at Shepherd and Herbert, Hemsley to be finished on Monday. (10-21-2022) Pavement restoration has been completed. (2-5-2023) The NJAWC opened 124 Putting Green without a permit, and the street is under moratorium, Code Enforcement handled it. **(2-17-2023) No update.**

NF13-03 Street Opening:

(2-17-2023) 2 street opening permit was processed.

NF13-44 2020 Local Road Paving Program

(10-2-2020) This project originally included portion of Second Street, Portion of Franklin Avenue, portion of Fairbanks Avenue, Portion of Bates Avenue, Portion of Maple Avenue including drainage, Half width Haddon Avenue, portion of Wabash Avenue, Half width of portion of Ridgewood Avenue, Half width of portion of Glencove Avenue. During the design process a portion of Cedar Bridge, Cedar Spring Court and the re-alignment of Birch Grove Park Road were added to the scope of this project, design plan and bid packages will be ready for Council's review and approval at the October 20th meeting. (10-16-2020) bid package and plans needed additional revisions and was not completed on time for the Council's approval at this meeting, package will be ready for the next Council meeting. (11-6-2020) Bid package was delivered to the Clerk's Office; we are requesting an authorization to proceed with the bid. (11-20-2020) Bid opening is set for December 10th. (12-11-2020) We received 6 bids and the lowest bid was from South State, Inc. in the amount of \$527,756.00, the recommendation of award is on the Council's agenda for approval for this meeting. (1-14-2021) we had the pre-construction meeting on the 11th, the contractor tentatively will start the drainage component of the project in

February. (2-26-2021) We sent the notice to proceed, the contractor is starting the drainage improvements on March 1, 2021. (3-12-2021) The drainage pipe along Maple has been completed, and the Contractor will start the concrete work next week. (4-1-2021) The concrete work will start on the 5th. (4-15-2021) Contractor is not finished with the concrete work. (4-30-2021) All concrete has been completed, working with the Contractor on the paving schedule. (5-14-2021) Nothing new to report. (6-11-2021) the contractor started the paving portion of this project on 6/9/2021. (8-6-2021) The contractor will finish the paving and start on the punch list items the week of August 9th. (8-26-2021) The Contractor started the work on the punch list items, we sent him an email indicating the time for project completion is no later than September 15, if not finished by then, the Municipality could assess liquidated damages. (9-10-2021) the contractor finished 80% of the punch list items. (10-22-2021) Working on the payment request and the final change order. (11-19-2021) Working on the final change order, also we ordered the core sample testing to determine actual asphalt thickness and composition. (7-15-2022) Working on the final change order, so we can close out this project. (1-13-2023) I had meeting with the Contractor to finalize the quantities for the change order and final payment. (2-5-2023) I am forwarding the Contractor the final quantities the we have agreed on so we can close out this project. **(2-17-2023) No update**

NF13-48 Reconstruction of Merritt Dr. and p/o of Ridgewood Dr. (Municipal Aid FY 2021)

On November 16, 2020, The City was selected to receive \$ 310,000.00 from the NJDOT Fiscal Year 2021 Municipal Aid Program the Reconstruction of Merritt Drive and portion of Ridgewood Drive between Route 9 and Wabash Avenue. Nothing New to report. (1-14-2021) we started the project design. (4-15-2021) Working on the design plan, should be completed by the end of April. (5-14-2021) The plan and specification will be at the Clerk's Office by the end of May for review and approval by Council. (6-11-2021) the plans and bid package is at the Municipal Clerk's office for the Council members to review. (7-9-2021) sent the package to the NJDOT for their concurrence. (8-26-2021) we received the NJDOT comments on the plans and bid package, we addressed all the issues and sent back the revised package for the NJDOT concurrence, so we can advertise the bid. (9-10-2021) the project has been advertised for bidding. (9-23-2021) No Update. (10-8-2021) We had bid opening on the 5th and I have submitted the recommendation for award for the Council members review and approval. (10-22-2021) We received the Award Concurrence from the NJDOT, so we can move forward with Pre-construction meeting and schedule the work with the contractor. (11-5-2021) The pre-construction meeting is scheduled for November 9th. (11-19-2021) The Contractor will work with Public Works to determine if the existing drainage system needs any additional upgrade. (3-4-2022) Starting dated was pushed toward the end of April, due to the water main connection for the new school at the corner of Route 9 and Ridgewood Drive. (3-18-2022) We sent the notice to proceed to the contractor for April 1, 2022. (4-8-2022) The Contractor will start the concrete portion of this project on Monday the 11th. (4-22-2022) Concrete work has been completed; we have an issue with a shallow stormwater pipe crossing along Merritt Dr. we are in the process of replacing this pipe, also we have removed three existing trees, one tree for sight distance and two trees for motorist safety. (5-6-2022) Drainage pipe replacement has been completed; we have 30-day settlement period before paving can start. (5-20-2022) The contractor is scheduling the paving portion for Mid-June. (6-10-2022) The paving portion of the project has been completed. (6-24-2022) Line striping has been finished; the project is substantially completed. (7-15-2022) Final inspection by NJDOT is scheduled for 7-19-2022. (8-12-2022) Working on the final punch list items, core sample testing was completed asphalt material and construction complies with the approved specifications. (9-15-2022) the contractor is working on correction couple drainage issues along Merritt and Ridgewood. (10-7-2022) The contractor corrected the drainage issue along Merritt and Ridgewood, still need to correct the minor puddle by Route 9. (10-21-2022) Final change order has been finalized and need Council's approval before we can close out this project with the NJDOT. (2-5-2023) Working on the close out documents for this grant. **(2-17-2023) No update**

NF13-49 Slip Line Portion of the Existing Sanitary Sewer Mains

(8-6-2021) On June 15, 2021, The City awarded the slip lining contract to En-Tech Corop of NJ, for the sum of \$221,277.63. We had the pre-construction meeting on July 29, 2021. During the meeting the contractor requested that an employee from public works be present when they are slip lining the sewer main, to monitor the sewer flows and to address any issue that might come up, the work is scheduled to start the first week of September. (8-26-2021) No update. (9-10-2021) Contractor will start the pipe cleanup next week he had an issue with the NJAWC allocating a fire hydrant for their use. (9-10-2021) the Contractor is scheduled to start on the 14th. (9-23-2021) Contractor started the pipe cleaning on September 20, 2021. (10-8-2021) The contractor finished cleaning the lines and will start the slip lining on the 11th, project should be completed by October 22nd. (10-22-2021) The project was completed we have an issue with a section of the liner near Roosevelts and Route 9, the Contractor

will repair on Monday, total sewer main lined is 4,480'. (11-5-2021) The project has been completed, I still need to review all the videos for the completed work, meanwhile there is a small issue with the main along Roosevelt Avenue near Tilton Road, the Contractor will fix. (12-10-2021) Received the payment request, and all the prep and post installation videos for our review. (1-14-2022) Spoke with the contractor regarding the issue with the slip line at the intersection of Tilton and Roosevelt waiting on his time frame to fix, so we can process the payment. (2-6-2022) Due to the weather the repair can't take place until the temperature is in the upper 40, at this time we recommended a partial payment to the Contractor. (4-8-2022) We prepared the final change order for approval by Council, mainly this change order reflects few discrepancies between the as-built plan and the actual conditions in the field. (4-22-2022) We received the final payment request from the Contractor on 4-202-22, it will be on the next Council meeting agenda for payment. (5-6-2022) Final payment has been submitted, Contractor provided the required maintenance bond. (9-15-2022) Project is completed, only one punch list item remains to be completed. (10-7-2022) We are going to prepare bid package for another section of the deep sewer to be slipped lined. (10-21-2022) Bid package has been completed and will be going out to bid next week. (11-25-2022) Bid opening is scheduled for December 2, 2022. (12-8-2022) I prepared the recommendation of award for the Council to approve for Phase II. (1-13-2023) we have the pre-construction meeting setup for January 26, 2023. (2-5-2023) We had the Pre-Construction meeting on January 26, 2023. The Contractor will provide a schedule so we can issue the notice to proceed. **(2-17-2023) We sent the notice to proceed for February 20, 2023.**

NF13-52 2021 Local Road Paving Program

(3-18-2022) This project originally included full width repaving W Revere Ave (Rt 9 & Leeds Ave), Leeds Ave (W Revere & Oakcrest), W Oakcrest (Leeds & Rt 9), Northwood Court, Chestnut Ave (Rt 9 & Maple), Virginia Ave (Shore Rd & Broad St), Jenny Lynn Drive, Catherine Place, Cedarbridge (Oak Ave & Delmar Ct), Franklin Ave (Bike path & Broad St), Putting green (Shore Rd to Broad Street), Madison Ave, and half width repaving for Cedarbridge (Delmar & Zion) and Putting Green (Bike path & Broad St), Mazza Drive was added to the scope of this project. (4-8-2022) We are working on the engineering plans and the bid specifications. (4-22-2022) We completed the field work for Casey Drive, which was added the last Council meeting and should have the plans and specification ready early next month. (5-6-2022) Plans and bid specifications are completed and at the Clerk's office for review. We need Council's approval to go out to bid the project. (6-10-2022) We have bid opening scheduled for June 17, 2022. (6-24-2022) I submitted the recommendation of award for the Council review and approval. (7-15-2022) we had the pre-construction meeting, and the contractor is scheduled to start the first week in August with anticipated completion by November 1st. (8-12-2022) Working on the final punch list items, core sample testing was completed asphalt material and construction complies with the approved specifications. (8-12-2022) The contractor started the concrete work on 8-8-2022. (9-2-2022) Paving is completed at Cedarbridge, Madison, Mazza, Jenny Lynn, West Oakcrest and West Revere. The contractor will finish Northwood on the 7th and will mobilize back the week of September 19th to complete the paving. (9-15-22) The contractor finished 55 % of the project. Will mobilized to finish the paving on September 19th. (10-7-2022) All paving has been completed, the contractor will be the asphalt driveways and the punch list item. (10-21-2022) Contractor completed the line striping, working on the final change order amount and punch list items. (11-10-2022) Project will be under budget, working on the final change order amount and punch list items. (11-25-2022) working on the punch list items. The NJAWC had a main leak at the intersection of Wilson Drive and Wilson Drive the opening was about 7'X6', I am working with the NJAWC on the limits of the pavement restoration. **(2-17-2023) no updates.**

NF13-53 Reconstruction of Reconstruction of Oak Avenue (Municipal Aid FY 2022)

The City of Northfield has been awarded FY2022 NJDOT Municipal Aid Program grant in the amount of \$285,000.00 for the above-referenced project. The reconstruction limits are West Mill Road to the east and Burroughs Avenue to the west. Contractor's bids were received for the project known as "FY2022 Reconstruction of Oak Avenue" at the Municipal Building on January 4, 2023. The low bidder for this project was Arawak Paving Co, Inc. with a total bid of \$268,900.00.