CITY OF NORTHFIELD COUNCIL MEETING AGENDA JUNE 3, 2025

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on Saturday, January 11, 2025.

FLAG SALUTE

COUNCIL ROLL CALL: Carfagno, Dewees, Kern, Notaro, Polistina, Smith, Bucci **MAYOR**: Chau

APPROVAL OF MINUTES - May 20, 2025

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

141-2025	To Authorize Li	quor License Renewal	for the Year	r 2025 - 2026 –	LGM Enterprise
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- 142-2025 To Authorize Liquor License Renewal for the Year 2025-2026 Atlantic City Country Club
- 143-2025 To Approve an Application for a Coin Drop Family Association of Northfield
- 144-2025 Authorizing an Interlocal Services Agreement with the Atlantic County Improvement Authority for the Administration of the Program Income from Small Cities Grants for Housing Rehabilitation
- 145-2025 Authorizing Refund of Overpayment of Taxes
- 146-2025 Resolution Inserting an Item of Revenue in the 2025 Budget
- 147-2025 Resolution Authorizing Approval to Submit a Grant Application and Execute a Grant Agreement with the New Jersey Department of Transportation for Burton Avenue Improvements
- 148-2025 Authorizing the Waiver of Any and All Permit Fees Associated with the Installation of a New 30 Amp Circuit for Ladder Truck Equipment for the Fire Department
- 149-2025 Resolution of the Common Council of the City of Northfield, County of Atlantic, New Jersey, Authorizing Execution of a Lead Based Paint Inspection Services Agreement With LEW Environmental

CITY OF NORTHFIELD COUNCIL MEETING AGENDA JUNE 3, 2025

150-2025 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(4) Proposed Terms and Conditions of Employment for a Collective Negotiations Agreement, N.J.S.A. 10:4-12(7) Matters Falling Within the Attorney Client Privilege, and N.J.S.A. 10:4-12(8) Regarding Personnel Matters

ORDINANCES

10-2025 Amending Chapter 128-3 of the City Code, Uniform Construction Code Fees

2nd Reading / Public Hearing / Final Consideration Published in the Press of AC 06/07/2025

11-2025 Amending Chapter 111 of the City Code Entitled Vehicles and Traffic to Establish New Article IIIC, Otto Bruyns Public Library of Northfield and New Article XIIID, Northfield City Garage

> Introduction / No Public Input / Published in the Press of AC 6/7/2025 2nd Reading / Public Hearing / Final Consideration 06/17/2025

PAYMENT OF BILLS \$ 945,736.08

MEETING NOTICES

Primary Election	June 10 th	6am-8pm
		Northfield Community School
City Council	June 17th	6pm Work Session Regular Session immediately following

ADJOURNMENT

CITY OF NORTHFIELD, NJ RESOLUTION NO. 141-2025

TO AUTHORIZE LIQUOR LICENSE RENEWAL FOR THE YEAR 2025-2026

WHEREAS, an application was submitted by LGM Enterprises, Inc., to the state of New Jersey Division of Alcoholic Beverage Control for the 2025-2026 renewal of a Plenary Retail Consumption liquor license; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-33-001-002 shall be granted to LGM Enterprises, Inc. effective July 1, 2025, through June 30, 2026.

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 3rd day of June 2025.

CITY OF NORTHFIELD, NJ RESOLUTION NO. 142-2025

TO AUTHORIZE LIQUOR LICENSE RENEWAL FOR THE YEAR 2025-2026

WHEREAS, an application was submitted by Atlantic City Country Club 1, LLC, to the state of New Jersey Division of Alcoholic Beverage Control for the 2025-2026 renewal of a Plenary Retail Consumption liquor license; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-33-002-010 shall be granted to Atlantic City Country Club 1 LLC effective July 1, 2025, through June 30, 2026.

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 3rd day of June 2025.

CITY OF NORTHFIELD, NJ RESOLUTION NO. 143-2025

TO APPROVE AN APPLICATION FOR A COIN DROP FAMILY ASSOCIATION OF NORTHFIELD

WHEREAS, Family Association of Northfield has properly submitted an Application for a Coin Drop to be held at the intersection of Tilton Road (CR563), Shore Road (CR585), and Mill Road CR (662) in the City of Northfield for Saturday, August 2, 2025, from 9:00am – 3:00pm; and

WHEREAS, the Police Department has reviewed approved the traffic control plan; and

WHEREAS, this Coin Drop activity shall be subject to further and final approval by the County of Atlantic.

THEREFORE, BE IT RESOLVED that the Common Council of the City of Northfield hereby approves the Application for a Coin Drop to be held at the intersection of Tilton Road (CR563), Shore Road (CR585), and Mill Road CR (662) in the City of Northfield on Saturday, August 2, 2025, from 9:00am – 3:00pm.

BE IT FURTHER RESOLVED that the Coin Drop activity shall be deemed finally approved upon receipt of the County's Resolution of Approval, to be provided by the applicant to the City of Northfield Municipal Clerk.

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 3rd day of June 2025.

CITY OF NORTHFIELD, NJ RESOLUTION NO. 144-2025

AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT WITH THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY FOR THE ADMINISTRATION OF THE PROGRAM INCOME FROM SMALL CITIES GRANTS FOR HOUSING REHABILITATION

WHEREAS, the Common Council of the City of Northfield desires to engage the services of the Atlantic County Improvement Authority to perform various services for the municipality; and

WHEREAS, the Atlantic County Improvement Authority is qualified by training and experience to perform the required services in the manner and on the term and conditions set forth in the attached contract.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield that the Atlantic County Improvement Authority is hereby appointed to be the administrators of that portion of the Northfield Housing Rehabilitation Program financed by the Program Income generated by previous Small Cities CDBG Grants; and,

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to enter into and execute the Interlocal Services Agreement authorizing the Atlantic County Improvement Authority as the Administrator of the City's Program Income-Housing Rehabilitation Program.

Mary Canesi, RMC Municipal Clerk Erland V.L. Chau Mayor

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 3rd day of June 2025.

Resolution No. 144-2025, Attachment

INTER-LOCAL SERVICES AGREEMENT

City of Northfield

Program Income - Housing Rehabilitation Program

THIS AGREEMENT made this 30th day of June, 2025, between the City of Northfield, hereinafter referred to as "MUNICIPALITY" and the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, hereinafter referred to as "AUTHORITY"

WITNESSETH:

WHEREAS, the MUNICIPALITY desires to engage the services of the AUTHORITY'S OFFICE OF COMMUNITY DEVELOPMENT to perform various services for the MUNICIPALITY as hereinafter provided; and

WHEREAS, the AUTHORITY'S OFFICE OF COMMUNITY DEVELOPMENT is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein; and

WHEREAS, the Uniformed Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) authorizes legal entities such as the MUNICIPALITY and AUTHORITY to enter into agreements to subcontract any services which the parties to an agreement are empowered to render, including agreements for the services described above. ACIA is permitted pursuant to N.J.S.A. 40:37A-55 to enter into an agreement with the Township for the performance of services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as FOLLOWS:

ARTICLE I: SCOPE OF SERVICES

The AUTHORITY shall provide to the MUNICIPALITY the following services:

A. The AUTHORITY agrees to administer, on behalf of the MUNICIPALITY, (<u>Northfield</u>)'s Program Income – Housing Rehabilitation Program (hereinafter "PROGRAM INCOME") and, specifically, to administer all funds repaid from all Small Cities or other grants to the MUNICIPALITY.

- B. In administering the PROGRAM INCOME, the AUTHORITY will adhere to:
 - (1) The Assistance Program policy, as prescribed by the NJ Department of Community Affairs, and approved by the MUNICIPALITY.

- (2) The schedule of activities, budget, and timeframe as dictated by the actual repayment of rehabilitation assistance to the MUNICIPALITY by previously participating homeowner. The terms and conditions contained in the Small Cities Contract Agreements that generated the Program Income will be applicable.
- (3) The administrative tasks as specified in the grant management plan, in effect during administration of the original grants.
- C. In administering the PROGRAM INCOME, the AUTHORITY will serve diligently and will, at times, act in the best interest of the MUNICIPALITY and will faithfully, industriously, and to the best of its abilities and talents to perform all duties that may be required, subject to the general control of said MUNICIPALITY.

ARTICLE II: PAYMENT

- A. In full consideration of all services to be performed under this Agreement, the AUTHORITY shall be reimbursed 15% of the total rehabilitation cost including any and all pre or post repair expenses such as testing or re-repair following the completion of the repairs performed from the PROGRAM INCOME available to the AUTHORITY, for administration of the rehabilitation. No additional funds will be provided for travel and consumables to the AUTHORITY.
- B. Administrative Expenses to be incurred by the AUTHORITY in the operation of the PROGRAM INCOME, shall not exceed the amount stated in II.A., unless permission to exceed that fee has been authorized by the Governing Body.
- C. It is the obligation of the MUNICIPALITY to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoices submitted by the AUTHORITY. Nothing herein contained shall be construed to prohibit the AUTHORITY from seeking legal recourse in the event it determines that the decision of the MUNICIPALITY is unreasonable or otherwise improper.
- D. Payment shall be made only upon submission by the AUTHORITY of the required standard invoice and any other documents deemed necessary by the MUNICIPALITY.

ARTICLE III. TERM

- A. This Agreement shall be effective June 30, 2025, and shall extend for a period of three (3) years ending June 29, 2028.
- B. The Governing Body may extend the terms of this Agreement, subject to the consent of the Authority. Such extension, and consent, shall be made by the Governing Body and the Authority in writing. In the event that the Agreement is extended, all of the original terms and conditions will remain in effect for the extended period.
- C. The Governing Body and/or the Authority may terminate, modify, or suspend this Agreement at any time by giving written Notice sent to the other party at the address set forth in Article VI. In the event of termination of this Agreement, the AUTHORITY shall furnish to the MUNICIPALITY such reports or documents that the MUNICPALITY may require based upon work completed under the provisions of this Agreement. The AUTHORITY shall be compensated in an amount determined by the Governing Body to be commensurate with the work performed at the time of termination.

ARTICLE IV: GENERAL PROVISIONS

- A. The AUTHORITY's status shall be that of an independent Principal and not as agent or employee of the MUNICIPALITY. As an independent principal, the AUTHORITY will, at all times, act for the best interest of the MUNICIPALITY, subject to MUNICIPALITY approval in all actions taken.
- B. The AUTHORITY agrees not to assign this Agreement or moneys due hereunder without the proper written approval of the MUNICIPALITY.
- C. The AUTHORITY agrees that in the performance of the Agreement they will obey, and comply with applicable Federal, State, and municipal laws and regulations.
- D. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. Any actions related to this Agreement must be commenced and venued in the Superior Court of New Jersey, Atlantic County.
- E. There shall be no discrimination against any employee engaged in the work required to produce the service covered by the Agreement, or against any applicant for such employment because of race, creed, color, national origin, ancestry, sex, included, but not limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The AUTHORITY shall insert a similar provision in all subcontracts.

- F. The parties to the Contract do hereby agree that the provisions of the N.J.S.A. 10:2-4, dealing with discrimination in employment in public contract and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of this Contract and are binding upon them.
- G. This Contract may not be altered, modified, or rescinded orally, but any changes agreed upon and executed by both parties may be incorporated into this Agreement.
- H. The parties to this Contract do hereby agree to all provisions of the Grant Management Plan, approved as part of the original grant administration.

ARTICLE V: ADDITIONAL PROVISIONS

- A. The MUNICIPALITY shall have the following rights and obligations with respect to this Agreement:
 - (1) To approve, through the Governing Body, major revisions to the Housing Rehabilitation Assistance Program, Policy and Application prior to their adoption. Such revisions shall include, but are not limited to, changes affecting target area boundaries, the types of activities to be undertaken, the amount of funds allocated to activities, and eligibility requirements.
 - (2) To monitor the program through independent inspections of financial records, physical inspections of rehabilitated homes and other improvements, and interviews with homeowners and contractors.
 - (3) The MUNICIPALITY or any of their duly-authorized representatives shall have access to any subcontracts, books, payroll, papers and records of the AUTHORITY which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.
 - (4) The MUNICIPALITY agrees to make all payments to the AUTHORITY, upon receipt of the required vouchers and other supporting documents that may be required from the AUTHORITY. It is understood that vouchers for payment will be processed for payment at the first Governing Body meeting following their submission for payment to the MUNICIPALITY.

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- B. The AUTHORITY agrees as follows:
 - (1) The AUTHORITY is aware of the assurance given by the MUNICIPALITY as set forth in attachments the original Grant Agreement entitled: "Program Assurance," which was executed by the MUNICIPALITY in connection with its Community Development Block Grant Application. The MUNICIPALITY, in accepting and using federal funds, agrees to conform its program with the assurances set forth in said forms.
 - (2) The AUTHORITY will maintain all necessary financial, equal opportunity and other records required by the MUNICIPALITY in connection with the aforementioned PROGRAM INCOME.

ARTICLE VI: ADDRESS FOR NOTICE

The Address given, below, shall be the address of the representative parties to which all notices and reports required by this Agreement shall be sent by Certified Mail, Return Receipt Requested.

Northfield 1600 Shore Road Northfield, NJ 08225

Atlantic County Improvement Authority, Office of Community Development 600 Aviation Research Boulevard Egg Harbor Township, NJ 08234

IN WITNESS WHEREOF, the ATLANTIC COUNTY IMPROVEMENT AUTHORITY has duly signed and sealed this Agreement:

AND the MUNICIPALITY of Northfield have caused this Agreement to be signed and sealed by its authorized officers this _____ day of _____, 2025.

ATTEST:

Northfield:

Mary Canesi, Municipal Clerk

WITNESS:

By:_____ Erland Chau, Mayor

Contractor: Atlantic County Improvement Authority

By: _

Timothy D. Edmunds, Executive Director

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CITY OF NORTHFIELD, NJ RESOLUTION NO. 145-2025

AUTHORIZING REFUND OF OVERPAYMENT OF TAXES

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that refunds for overpaid taxes are due to Cotality Mortgage Company Servicer (Cotality is the rebranded name for CoreLogic) as a result of this entity paying 2nd Quarter Taxes by wire after payments had already been made by the respective Title Company associated with a re-finance transaction, or by the taxpayer directly, as follows, are hereby authorized:

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Cotality-Refunds 3001 Hackberry Road Irving, Texas 75063	88	7	2041 Cedarbridge Road	\$2,063.60
	d			
Cotality-Refunds 3001 Hackberry Road Irving, Texas 75063	98	14	1715 Tilton Road	\$1,306.34
Total Amount of Refunds:			\$3,369.94	

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.

Robin Atlas, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 3rd day of June 2025.

- May 20, 2025 11:59 AM

City of Northfield Tax Account Detail Inquiry

Owner N	BLQ Name		88. VAPINSKI	, DAN	7. IEL F (§ PATRICIA	M			ar: 2025 to 2 on: 2041 CED4		•	
Tax Origina Add/Om Tota	al B it A	sille Adjus	ed:	2,03 2	1 6.67 <u>6.94</u> 3.61	Qtr 2,03 2,06	6.66 <u>6.94</u>	Qtr 3 0.00 0.00 0.00		Qtr 4 0.00 <u>0.00</u> 0.00	4,073.33 53.88 4,127.21		
		/men 1 an			3.61 0.00		7.20 3.60-	0.00 0.00		0.00 0.00	6,190.81 2,063.60-		
Date	(Qtr	Туре		Code	Check No	Mthd	Reference		Batch Id	Principal	Interest	2025 Prin Balance
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10/03/	24	2	2024 Au Adjusti	nent	Seq 065			24762	101	AO	26.94	0.00	4,127.21
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05/07/	/25	2	MORTGA Paymen CORELO	t	001	LP WIRE	CK	25482	783	CORELOGI	2,063.60	0.00	2,063.60-

Total Principal Balance for Tax Years in Range: _____2.063.60-

-- May 20, 2025 12:01 PM

City of Northfield Tax Account Detail Inquiry

Owner	BLQ: Name:		98. EARS EI	14. NTERPRISE,	LLC				ar: 2025 to 20 on: 1715 TILTO			
Тах	Year:	202	540000	Qtr 1	Qtr 2		Qtr 3		Qtr 4	Total		
Origin	al Bi	11ed	1 1	1,323.66	1,323.	65	0.00		0,00	2,647.31		
•	Paym	ents	;	1,323.66	2,629.	99	0.00		0.00	3,953.65		•
	Bal	ance	* ' *	0.00	1,306.	34-	0.00		0.00	1,306.34-		
Date	Qt		ype escrip	Code	Check No	Mthd	Reference		Batch Id	Principal	Interest	2025 Prin Balance
		U		inal Bille	d					2,647.31		2,647.31
11/08/	24	1 P	ayment		3885572480	СК	24874	14	WIPP1108	1,323.66	0.00	1,323.65
,,				T PAYMENTS						•		
11/08/	'24	2 Р	ayment	001	3885572480	СК	24874	15	WIPP1108	17.31	0.00	1,306.34
		I	NTERNE	T PAYMENTS								
05/05/	25	2 P	ayment	001	3897789625	CK	25470	6	WIPP0505	1,306.34	0.00	0.00
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05/07/	25	2 F	ayment	001	WIRE	СК	25482	874	CORELOGI	1,306.34	0.00	1,306.34-
		(ORELOG	IC WIRE								

Total Principal Balance for Tax Years in Range: _____1.306.34-

CITY OF NORTHFIELD, NJ RESOLUTION NO. 146-2025

RESOLUTION INSERTING AN ITEM OF REVENUE IN THE 2025 BUDGET

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

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

WHEREAS, the City of Northfield has been awarded a \$24,660.07 Grant from the State of New Jersey, Department of Environmental Protection, Clean Communities Grant and wishes to amend its 2025 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2025:

Miscellaneous Revenue

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

State of New Jersey, Department of Environmental Protection Clean Communities Grant

SECTION 2:

BE IT FURTHER RESOLVED that a like sum of \$24,660.07 is hereby appropriated under the caption of:

General Appropriations

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

State of New Jersey, Department of Environmental Protection Clean Communities Grant

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 3rd day of June 2025.

Erland Chau, Mayor

CITY OF NORTHFIELD, NJ RESOLUTION NO. 147-2025

RESOLUTION AUTHORIZING APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR BURTON AVENUE IMPROVEMENTS

WHEREAS, the Common Council of the City of Northfield desires to authorize, approve and submit a grant application and enter a grant contract with the New Jersey Department of Transportation for the improvements of Burton Avenue; and

WHEREAS, the Common Council determines that it is in the best interests of the health, welfare and safety of the residents of the City of Northfield to improve Burton Avenue and apply and approve said grant and contract.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Northfield, County of Atlantic and State of New Jersey, formally approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as MA-2026 Burton Avenue Improvements - 00135 to the New Jersey Department of Transportation on behalf of the City of Northfield; and

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

Erland V. L. Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

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 3rd day of June 2025.

CITY OF NORTHFIELD, NJ RESOLUTION NO. 148-2025

AUTHORIZING THE WAIVER OF ANY AND ALL PERMIT FEES ASSOCIATED WITH THE INSTALLATION OF A NEW 30AMP CIRCUIT FOR LADDER TRUCK EQUIPMENT FOR THE FIRE DEPARTMENT

BE IT RESOLVED, in accordance with NJSA 52:27D-126b, the Common Council of the City of Northfield, County of Atlantic, New Jersey, hereby authorizes the City of Northfield to waive any and all permit fees associated with the installation of a new 30amp circuit for ladder truck equipment for the Fire Department.

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 3rd day of June, 2025.

CITY OF NORTHFIELD, NJ RESOLUTION NO. 149-2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY, AUTHORIZING EXECUTION OF A LEAD BASED PAINT INSPECTION SERVICES AGREEMENT WITH LEW ENVIRONMENTAL

WHEREAS, the City of Northfield is desirous of executing a contract between the City of Northfield and *LEW Environmental, a NJ Department of Community Affairs Certified Lead Evaluation Contractor*, attached as Exhibit "A" for leadbased paint inspection services; and

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, that the Mayor is hereby authorized and directed to execute the contract with *LEW Environmental, a NJ Department of Community Affairs Certified Lead Evaluation Contractor* attached as Exhibit "A" on behalf of the City of Northfield.

I, MARY CANESI, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 3rd day of June 2025.



Mine Hill, NJ 07803 (908) 654-8068 (800) 783-0567 www.lewenvironmental.com

PROPOSAL/CONTRACT Professional Services- Staffing

from a NJ Department of Community Affairs **Certified Lead Evaluation Contractor Proposal Number 3684**

Client Information

Site Information Northfield, NJ

Exhibit A

The City of Northfield c/o Mary Canesi 1600 Shore Road Northfield, NJ 08225 Phone: 609-641-2832 mcanesi@cityofnorthfield.org Email

Background

The above mentioned municipality is requesting a proposal for a Professional Services Agreement for Staffing to support management of lead testing of rental units of Northfield, NJ to comply with NJAC 5:28A.

Scope of Services

Staffing Support for Visual Inspection Program

The municipality is managing a program to ensure compliance lead testing for rental units as per NJAC 5:28A. LEW Environmental Services, LLC will support the program through providing staffing and technology to:

- Reach out to property owners to notify them about the law and compliance
- Provide online and personnel for property owners to schedule services
- Provide visual lead inspections, dust wipe sampling, XRF inspections if the property owner would like the option of being lead free, and post remediation/clearance inspections
- Bill and collect payments for the inspections, as well as any municipal and state fee required
- Provide the municipality to a portal that contains all real-time data and record keeping required to be in compliance with the act (inspection schedules, inspection results, tenant turnover, lead-safe certifications)

Staffing Support Process

The municipality will provide to LEW Environmental Services LLC. (LEW) a listing of all non-protected contact information associated with the rental units requiring visual assessment to comply with NJAC 5:28A. In addition, the municipality will provide LEW with a letter stating that LEW has been contracted to provide service at defined rates and maintain required information on behalf of the municipality.

LEW will reach out to all units to educate them on the law, requirement, and schedule services. LEW will perform the Visual Assessment Services or Dust Wipe Sampling, as required by NJDCA method of inspection list, and bill the owner of the units for the services. LEW will maintain in its proprietary database a listing of all rental units, the status of compliance, the results of the initial assessment, and the status of remediation, if required. LEW will provide the municipality a monthly reporting documenting the status of each rental unit.

There is no fee whatsoever to the municipality from LEW, all fees are billable and payable to the property owner.

The City of Northfield- Lead-based Paint https://mainlineenvironmental-my.sharepoint.com/personal/jpacheco_lewenvironmental_com/Documents/Desktop/Pr3684_C Lead NJ Law Municipality Program NEW_20250225.docx Prepared by: LEW Project #. 3684 February 25, 2025 1 of 4

Scope of Services: Visual Inspections

LEW Environmental Services LLC. (LEW) hereby proposes to furnish all the materials and perform all the labor necessary for the completion of a visual assessment to comply with NJAC 5:28A in the dwelling unit(s) and a common area. Exteriors will not be included in assessment per NJAC 5:28A. Visual assessment will be performed in accordance with the HUD Guidelines and regulations at 42 U.S.C. § 4851b. If no deteriorated paint (presumed hazards) is noted, a Lead-safe certification will be issued per NJAC 5:28A. Deteriorated paint (presumed hazards) is noted, a Lead-safe certification will NOT be issued per NJAC 5:28A. Deteriorated paint will be required to be addressed by abatement or interim controls, followed by a post-remediation inspection with dust wipes (additional site visit and dust wipe fees will apply).

LEW is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

Property Owner Fees, Interest, and Changed Circumstances

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount:

Visual Inspection per unit: \$250.00

*An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the visual inspections for an additional \$150.00 per unit. An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

Post Remediation Inspection/Clearance: \$295.00 per unit including dust wipe samples

(to be billed to and paid by the requesting party)

Mailers/Postcards to Landlords (If requested): \$1.10 per unit

Report will be digitally delivered ten (10) business days after all sample results are received from the lab. If no samples were taken, the report will be digitally delivered ten (10) business days after the site visit.

(to be billed to and paid by the requesting party)

LEW's pricing includes report delivery in a digital format. Hard copies will be provided for an additional fee of \$50.00.

(to be billed to and paid by the requesting party)

Incidentals: All incidentals not specifically stated in LEW's "Scope of Services" above, will be invoiced at cost plus 10%.

(to be billed to and paid by the requesting party)

Payment Terms, Interest, and Costs of Collection: Net, 0, 18% Payment for services are due upon completion of work. Unpaid balance shall be subject to an additional charge at the rate of 1-1/2% per month, or the maximum permitted by law, from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Property Owner shall reimburse LEW for all attorney's fees and costs related to collection of overdue payments. The Property Owner shall remain obligated to pay LEW for the services even though the test results or report produced by LEW may contain conclusions unfavorable to the Client's interests.

Respectfully submitted this day on behalf of LEW: 02/25/2025 Per: Jessica Pacheco Arteaga

Additional Terms & Conditions

Contract - This document and any attachments constitute the entire contract and agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Contract. This document and any attachments shall take precedence over any inconsistent or contradictory provisions
 The City of Northfield-Lead-based Paint -

https://mainlineenvironmental-my.sharepoint.com/personal/jpacheco_lewenvironmental_com/Documents/Desktop/Pr3684_C Lead NJ Law Municipality Program

NEW_20250225.docx Prepared by: LEW Project #: 3684 February 25, 2025 2 of 4 contained in any proposal, contract, purchase order, requisition, notice to proceed, or like documents. The parties may only amend this Contract by a written document duly executed by both parties.

- Warranty LEW warrants that its services will be performed using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). LEW shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Contract. No other warranty or representation, expressed or implied, is included or intended and all implied warranties are disclaimed.
- Force Majeure LEW will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- Unforeseen Occurrences LEW shall not be responsible for any damages or losses resulting from unforeseen
 occurrences beyond reasonable control of LEW or acts of God; Defective plans, specifications, drawings or verbal
 communications provided by Client; Discoveries or events that occur and could not be reasonably anticipated due
 to limitations of the scope of the work and where due diligence was performed in avoiding such events.
- The municpalities' hold harmless language will be inserted here
- **Termination** This Contract may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- Governing Law The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.
- Invalid Terms If any of the terms and Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
- LEW Reliance Unless otherwise specifically indicated in writing, LEW shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.
- All work will be performed on Monday through Friday between the hours of 8:00am and 5:00pm, unless otherwise agreed. This Proposal/Agreement and the described procedures, strategies and pricing is to be used only for the purpose of offering services to the above named "Client" and is intended for the "Client" named above only. This Proposal/Agreement and its content and pricing should not be given to, or followed by any other entity. This Proposal/Agreement and pricing should not be used as a specification or guideline without LEW's written authorization.

Length of Proposal: It is understood that this proposal is valid for a term of forty- five (45) days, unless otherwise extended in writing by LEW.

Term of Agreement: shall be one year from date of acceptance.

ACCEPTANCE OF PROPOSAL/CONTRACT

The above services, specifications, conditions and fees are satisfactory and are hereby accepted. The LEW is authorized to do the services as specified. Payment will be made as outlined above.

Proposal Number 3684

Property Block and Lot numbers are required for Lead Certificates.

Accepted by:__

Date:

The City of Northfield- Lead-based Paint https://mainlineenvironmental-my.sharepoint.com/personal/jpacheco_levenvironmental_com/Documents/Desktop/Pr3684_C Lead NJ Law Municipality Program NEW_20250225.docx Prepared by: LEW Project #: 3684 February 25, 2025 3 of 4

Accepted by LEW: <u>Jessica Pacheco Arteaga</u> Date: <u>2/25/2025</u>

Client Information Use Client Info	BILLING/INVOICING INFO
The City of Northfield	Contact Name:
c/o Mary Canesi 1600 Shore Road Northfield, NJ 08225 Phone: 609-641-2832 Email mcanesi@cityofnorthfield.org	Contact Phone:

The City of Northfield- Lead-based Paint -https://mainlineenvironmental-my.sharepoint.com/personal/jpacheco_lewenvironmental_com/Documents/Desktop/Pr3684_C Lead NJ Law Municipality Program NEW_20250225.docx Prepared by: LEW Project #: 3684 February 25, 2025 4 of 4

CITY OF NORTHFIELD NJ RESOLUTION NO. 150-2025

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(4) PROPOSED TERMS AND CONDITIONS OF EMPLOYMENT FOR A COLLECTIVE NEGOTIATIONS AGREEMENT, N.J.S.A. 10:4-12(7) MATTERS FALLING WITHIN THE ATTORNEY CLIENT PRIVILEGE, AND N.J.S.A. 10:4-12(8) REGARDING PERSONNEL MATTERS

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

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

WHEREAS, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by, N.J.S.A. 10:4-12(4) proposed terms and conditions of employment for positions covered under a Collective Negotiations Agreement, N.J.S.A. 10:4-12(7) matters falling within the attorney client privilege, and N.J.S.A. 10:4-12(8) regarding personnel matters specifically with regard to acting-pay and job titles in the Public Works Department.

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 any vote on the matter will be held in public session.

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 3rd day of June 2025.

ENGINEER'S REPORT



4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

Engineer's Report

- To: Mayor & Council City of Northfield
- From: Marc DeBlasio, P.E., P.P., C.M.E. City Engineer
- cc: Mary Canesi, Clerk (via email) Dawn Stollenwerk, CFO (via email) Darren Boyd, Supervisor of Public Works (via email) Nancy Mauro, P.E. (via email)
- Date: June 3, 2025

Grant Applications

- FY2026 Community Funding Project
 - Congressman VanDrew announced the application process was open for Community Grant Funding through the House Appropriations Committee. Applications are due to be submitted by March 14, 2025.
 - The Northfield application will be for the construction of basketball and pickleball courts at Birch Grove Park.
 - The application was successfully submitted on March 14, 2025.
- FY2024 NJDCA Local Recreation Improvement Grant (LRIG)
 - The New Jersey Department of Community Affairs has announced that they are accepting LRIG applications and the submission deadline is February 27, 2024. The LRIG application was submitted on February 23, 2024.
 - Grant awards were announced on May 31, 2024 and the City was awarded \$63,000.00.
 - The City requested that due to budget constraints, the project be revised to be closer in cost to the grant award. Our office contacted the NJDCA in February of 2025. The NJDCA will allow for a change in scope in the project and will allow engineering costs to be submitted with the construction estimate.
 - Our office submitted a revised proposal on March 12, 2025 based on this information.
 - The NDCA approved the revised scope of work of a stone parking lot and the inclusion of engineering design fees on March 21, 2025. A time extension request was not approved, and the project must be completed by April 2026.
 - > The project is in the design phase.

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- USDA Water and Waste Disposal-Predevelopment Planning Grant (PPG)
 - On June 10, 2024 the USDA awarded the City \$17,000.00 for the PPG grant and the next step requires the City to file the full application.
 - The next phase is for the City to authorize our office for an engineering study our proposal for this project was submitted on February 12, 2025.
 - The City approved the proposal for this work with Resolution No. 70-2025 on February 18, 2025.
 - The City DPW recommended that the forcemains be considered for the study rather than the gravity mains due to their age and history of pipe bursts. Our office contacted the USDA on March 26, 2025 and their engineer stated a change of scope from the original submission is allowable.
 - The City selected the forcemains be studied, and the USDA was notified of this on April 23, 2025.
 - The USDA approved this change on May 13, 2025. The study will be revised accordingly.
- 5. Atlantic County Improvement Authority Community Development Block Grant
 - The City has selected the installation of ADA compliant bleachers at the five baseball fields at Birch Grove Park.
 - > Our proposal was submitted on April 28, 2025.
 - The application is scheduled to be submitted on May 30, 2025.
- 6. New Jersey Department of Transportation State Aid Program
 - The City has selected the reconstruction of Burton Avenue from Mill Road to Tilton Road and will include pedestrian safety improvements.
 - > Our proposal for this project was submitted on April 30, 2025.
- 7. New Jersey Department of Transportation Local Projects Fund (NJDOT LTPF)
 - The City has selected the reconstruction of Forrest Drive from Juniper Drive to Mill Road for FY2024 of the Local Transportation Project Fund.
 - The application was submitted to the System for Administering Grants Electronically (SAGE) on June 26, 2024.
 - This application was not awarded grant funding for the fiscal year 2024 under the Local Transportation Project Fund, as stated in a letter from the State dated May 13, 2025.
- 8. New Jersey Department of Transportation Municipal Aid
 - The City has selected the reconstruction of Juniper Drive from Cedarbridge Road to Mill Road as its project for FY2025 Municipal Aid.
 - The City was awarded \$229,190.00 on November 13, 2024 for this project. The total project cost estimate is \$355,824.70.
 - Survey work has been completed and plans are being prepared.

Engineering

- 1. Street Excavation and Sidewalk Ordinance
 - Our office was asked to review and revise the street excavation and sidewalk ordinance. We have been coordinating with the City to update this ordinance.
 - > Our office sent a draft ordinance to the City on May 21, 2024.
 - > Our office met with the City on July 15, 2024 to review City revisions and comments.
 - > The second draft of the ordinance was sent to the City on September 4, 2024.
 - Final draft of the ordinance was sent to the City on November 18, 2024.
 - > The City passed a revised ordinance and it became legal publication on February 22, 2025.
- 2. Slipline Repairs Zion and Mill Roads, Zion and Davis Roads
 - The bid opening was held on April 10, 2025.
 - The City selected to award Bid Alternative #3, slipline repair and manhole rehabilitation at Zion and Mill and Zion and Shore Roads. A Letter of recommendation was submitted to the City on April 23, 2025.
 - > The preconstruction meeting for this project is scheduled for May 16, 2025.
 - At the preconstruction meeting, it was determined that the Zion Mill pump station upgrade project that is currently underway must be completed prior the slipline repairs. It is estimated the slipline project will be delayed 2 months.

3. Habitat for Humanity Housing Project

- Our office submitted a proposal for the Habitat for Humanity Project on Block 69 Lot 1.02 and Block 66 Lot 11 on August 5, 2024.
- On September 6, 2024, our office issued an email with further detail of stormwater management options in response to the summary email issued by the City on September 5, 2024.
- On October 1, 2024 a meeting was held with representatives from the City, Habitat for Humanity and our office. Habitat representatives stated that engineering costs would be covered under the DCA grant that Habitat will submit. Habitat's engineer will be responsible for preparing a complete project estimate.
- Our office revised their original estimate to include all anticipated site plan engineering costs including anticipated permit fees, with a not to exceed amount as directed by City council.
- Our office transmitted a proposal to the City on December 10, 2024 and is ready to begin work upon authorization from the City.
- Our office provided answers to the Habitat for Humanity's project questionnaire on April 8, 2025 at the closed session of the City Council Meeting.
- The City has authorized our office to proceed with engineering services for this project via Resolution No. 111-2025 on April 22, 2025.
- The field work of the survey has been completed, and the project has now progressed to the drafting phase.