

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JUNE 13, 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 – May 16, 2023

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 118-2023** To Authorize Liquor License Renewal for the Year 2023-2024 – LGM Enterprises
- 119-2023** To Authorize Liquor License Renewal for the Year 2023-2024 – ACCC
- 120-2023** To Authorize Liquor License Renewal for the Year 2023-2025 – Northfield Liquors
- 121-2023** Applicant’s Resolution - Lead Grant Assistance Program
- 122-2023** Authorizing Refund of Construction Permit Fees
- 123-2023** Authorization to Create Municipal Lien for Property Maintenance Costs
- 124-2023** Resolution Inserting an Item of Revenue in the 2023 Budget
- 125-2023** Resolution of the City of Northfield, Atlantic County, New Jersey, Authorizing Fireworks Display on Private Property Pursuant to N.J.S.A. 21:3-3
- 126-2023** Resolution Inserting an Item of Revenue in the 2023 Budget
- 127-2023** Resolution of the Common Council of the City of Northfield, County of Atlantic, New Jersey, Authorizing Execution of an Inter-Local Shared Services Agreement Between Atlantic County Utilities Authority and City of Northfield for Street Sweeping
- 128-2023** Approval of Specifications and Authorization to Proceed with Public Bidding for the Project Known as City Hall – Roof Replacement
- 129-2023** A Resolution Authorizing Expenditures from the City’s Affordable Housing Trust Fund, Subject to Court Approval, for Phase One Environmental Studies on Properties Identified in the City’s Housing Element and Fair Share Plan as Affordable Housing Sites
- 130-2023** Authorizing Execution of Shared Services Agreement for the Participation in a County-Wide Lead-Based Paint Inspection Rented Dwelling Units Program
- 131-2023** Authorization to Apply for the State of New Jersey Federal Fiscal Year 2022 State and Local Cybersecurity Grant Program

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 118-2023**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2023-2024**

WHEREAS, an application was submitted by LGM Enterprises, Inc., to the state of New Jersey Division of Alcoholic Beverage Control for the 2023-2024 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, 2023 through June 30, 2024.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 119-2023**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2023-2024**

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 2023-2024 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, 2023 through June 30, 2024.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 120-2023**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2023-2024**

WHEREAS, an application was submitted by Northfield Liquors LLC to the state of New Jersey Division of Alcoholic Beverage Control for the 2023-2024 renewal of a Plenary Retail Distribution 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 0118-44-004-001 shall be granted to Northfield Liquors LLC effective July 1, 2023 through June 30, 2024.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 121-2023**

**APPLICANT'S RESOLUTION - LEAD GRANT ASSISTANCE
PROGRAM**

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, "An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;" and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards in certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, Pursuant to Section 9 of P.L. 2021, c. 182, the State of New Jersey has allocated the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16). Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in appropriations to effectuate the purpose of the Act.

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development of the Lead Grant Assistance Program ("LGAP") for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, the Division of Local Government Services (DLGS), within DCA, administers the LGAP; and

WHEREAS, the LGAP exists to provide funding to help off-set the costs to municipalities to provide the required inspections at stipulated times of certain single-family, two-family, and multiple rental dwelling units for lead-based paint hazards, pursuant to P.L. 2021, c. 182; and

WHEREAS, an authorized municipal officer must execute the attached grant agreement in order to receive LGAP funding.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Northfield does hereby authorize the Mayor to sign the attached grant agreement, and thus bind the City of Northfield to the grant agreement's terms in order to receive the \$3,400.00 grant from the DLGS;

I, Mary Canesi, Municipal Clerk for the City of Northfield the (Local Entity) in the County of Atlantic, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the governing body of the City of Northfield at its Regular meeting of June 13, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 122-2023**

WHEREAS, the Northfield Building Department did collect fees from and issue permit number 20230056 to Sunrun Installation Services, Inc. for the installation of a roof mount solar system at 916 Broad Street; and

WHEREAS, the property owner has opted not to pursue the installation, and Sunrun Installation Services, Inc. has requested refunds of applicable fees collected by the City for the job that has been canceled; and

WHEREAS, the Building Department did collect fees in the amount of \$653.00 for the job that has been canceled; and

WHEREAS, the \$653.00 in fees collected shall be reduced by the nonrefundable \$23.00 Department of Community Affairs fee, and a review fee of \$126.00, for a total refund due of \$504.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Northfield authorizes the refund of \$504.00, to Sunrun Installation Services, Inc, 202 Commerce Drive, Suite 7, Moorestown, NJ 08057.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 123-2023**

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

WHEREAS, the City of Northfield Code Enforcement Officer has notified the owners of the property listed below of violations of the City of Northfield Property Maintenance Code:

Block	Lot	Property Address	Amount
23	17	2401 New Road	\$668.40

WHEREAS, pursuant to Article V of Chapter 268 of the City of Northfield Municipal Code entitled “Property Maintenance”, notice of the violation and the need to abate it was served to the property owner as listed above; and

WHEREAS, the property owner listed above has failed to comply with said notice; and

WHEREAS, the Public Works Department of the City of Northfield was instructed to remedy the violation and submit the associated costs of bringing the property into compliance with Article V, chapter 268-27 of the City of Northfield Municipal Code concerning Property Maintenance; and

WHEREAS, the Superintendent of the Public Works Department of the City of Northfield submitted bills to the Tax Collector in the amounts listed above for the property.

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 124-2023**

**RESOLUTION INSERTING AN ITEM OF REVENUE IN THE 2023
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 \$21,890.52 Grant from the NJ DEP Clean Communities Program and wishes to amend its 2023 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 2023:

Miscellaneous Revenue

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

NJ DEP

Clean Communities Program

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$21,890.52 is hereby appropriated under the caption of:

General Appropriations

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

NJ DEP

Clean Communities Program

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 13th day of June, 2023.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 125-2023**

**RESOLUTION OF THE CITY OF NORTHFIELD, ATLANTIC COUNTY,
NEW JERSEY, AUTHORIZING FIREWORKS DISPLAY ON PRIVATE
PROPERTY PURSUANT TO N.J.S.A. 21:3-3**

WHEREAS, N.J.S.A. 21:3-1 et. seq. requires the Governing Body to authorize the display of fireworks on private property subject to the review and approval of the municipal Fire and Police Officials.

WHEREAS, the Chief of the City of Northfield Fire Department and the Chief of the City of Northfield Police Department have each reviewed the application and have confirmed that all requirements have been met.

WHEREAS, approval is contingent upon the following:

Serpico Pyrotechnics shall serve written notice announcing the fireworks display, including but not limited to the date, time and duration, to all property owners on Hemsley Place, Lido Drive, Bonnie Lee Drive, Country Club Drive, Circle Drive, English Lane, and St Andrews Drive; the owners of Block 124 Lot 18; Block 125, Lots 12, 13, 14, and 15; and Block 144, Lots 11, 12, 13, 14, and 15 on the City of Northfield tax maps. Said notice shall be delivered by certified mail, return receipt requested, or by personal hand delivery, a minimum of (5) five days prior to the event. Serpico Pyrotechnics shall file a copy of the notice served to above property owners with an affidavit of the required service with the City Clerk at least (3) three days prior to the event.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that upon completion of the conditions specified herein, approval is hereby given for the Fireworks Display on private property by the Serpico Pyrotechnics, LLC., at the Atlantic City Country Club, located at One Leo Fraser Drive, on July 15, 2023.

BE IT FURTHER RESOLVED that upon request by Serpico Pyrotechnics, a list of the names and addresses for the property owners requiring notice shall be provided by 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 the Regular Meeting of the Common Council of the City of Northfield, held this 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 126-2023**

**RESOLUTION INSERTING AN ITEM OF REVENUE IN THE 2023
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 \$3,500 Grant from the NJ Department of Public Safety Click It or Ticket Program and wishes to amend its 2023 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 2023:

Miscellaneous Revenue

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

NJ Department of Public Safety
Click It or Ticket

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$3,500 is hereby appropriated under the caption of:

General Appropriations

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

NJ Department of Public Safety
Click It or Ticket

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 13th day of June, 2023.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 127-2023**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY,
AUTHORIZING EXECUTION OF AN INTER-LOCAL SHARED
SERVICES AGREEMENT BETWEEN ATLANTIC COUNTY UTILITIES
AUTHORITY AND CITY OF NORTHFIELD FOR STREET SWEEPING**

WHEREAS, the City of Northfield is in need of street sweeping services;

WHEREAS, the City of Northfield is desirous of executing the attached Inter-Local Shared Services Agreement Between Atlantic County Utilities Authority and City of Northfield for Street Sweeping.

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 Inter-Local Shared Services Agreement Between Atlantic County Utilities Authority and City of Northfield for STREET SWEEPING 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 Common Council of Northfield, held this 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**INTER-LOCAL
SHARED SERVICES AGREEMENT BETWEEN
ATLANTIC COUNTY UTILITIES AUTHORITY
AND
CITY OF NORTHFIELD
FOR STREET SWEEPING**

This Inter-Local Shared Services Agreement (hereafter, **AGREEMENT**), effective as of the 1st day of July 2023, is entered into by and between the City of Northfield, a municipal corporation of the State of New Jersey with principal offices located at 1600 Shore Road, Northfield, New Jersey 08225, Atlantic County, New Jersey (hereafter, the **CITY**) and the Atlantic County Utilities Authority with offices located 6700 Delilah Road, Egg Harbor Township, New Jersey 08234 and a mailing address of PO Box 996, Pleasantville, New Jersey 08232-0996 (hereafter, the **AUTHORITY**).

WITNESSETH:

WHEREAS, the **AUTHORITY** operates a recycling program, a yard waste composting facility, and a landfill for the disposal of solid waste; and

-WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and municipal utilities authorities to enter contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes disposal of municipal solid waste; and

WHEREAS, the **CITY** and the **AUTHORITY**, by resolutions duly adopted by their respective governing bodies, wish to enter an agreement pursuant to which the **AUTHORITY** will provide the following services to the **CITY** as set forth below.

NOW, THEREFORE, in consideration of the covenants contained in this **AGREEMENT**, the parties agree as follows:

1. The **AUTHORITY** will provide street sweeping services for the **CITY's** roadways as directed by the **CITY**, including the provision of all labor and necessary equipment to do so. These services will be performed at the request of the **CITY** up to once per calendar month. The **CITY** agrees that it will make its request for services to the **AUTHORITY** a minimum of ten (10) business days in advance of the need for the services. The **CITY** further agrees that it will provide the **AUTHORITY** with a minimum of ten (10) business days' notice of its request to terminate services for the season.

2. A roll-off container provided by the **AUTHORITY** will be stationed at a pre-determined location identified by the **CITY** and can be moved to a mutually agreed upon location upon the written agreement of the parties. The **AUTHORITY's** roll-off container shall not be utilized for any purpose other than to deposit debris collected via the **AUTHORITY's** services, as set forth herein, for disposal. The roll-off container will be emptied a minimum of once per month by the **AUTHORITY** for a fee of \$169.91 per pull. The tip fee for said waste will be paid by the **CITY** at the rate of \$22.00 per ton.

3. In addition to paying pull and tip fees to the **AUTHORITY**, the **CITY** will pay the **AUTHORITY** the regular labor rate of \$106.56 per hour and the overtime labor rate of \$147.10 per hour for the street sweeping crew (consisting of 1 sweeper and 1 driver). The OT labor rate will only be charged for the services of the street sweeping crew requested outside the normal street sweeping hours of Monday through Friday 5AM to 3PM. If the **CITY** requests additional work that requires additional **AUTHORITY** staff members (*i.e.* for special events or post-parade clean-up), then for each staff member in addition to the sweeper and driver, the **CITY** will pay the **AUTHORITY** the regular rate of \$50.26 per hour and the OT Rate of \$62.54 per hour.

4. The term of this **AGREEMENT** is from July 1, 2023, to June 30, 2024. At the end of the term, this **AGREEMENT** may be extended by the adoption of appropriate resolutions by the governing bodies of the **CITY** and **AUTHORITY** agreeing to such extension and upon such terms as they shall mutually accept. The **AUTHORITY** will advise the **CITY** of any cost revisions that would apply to an additional term prior to the adoption of the extension. This **AGREEMENT** may be terminated at any time by either party, with or without cause, by 90 days written notice to the other party.

5. The **AUTHORITY** will forward statements to the **CITY** on or before the first week of each month for collections made during the preceding month, and the **CITY** will pay all invoices within sixty (60) calendar days of the **CITY**'s receipt. All invoices not paid within sixty (60) calendar days of receipt shall bear interest at the rate of 1.5% of the outstanding balance per month (18% per annum) from the date of receipt until paid.

6. The **AUTHORITY** represents and warrants that it will carry and keep in force during the term of this **AGREEMENT** and any extensions thereof, appropriate general liability, auto, and workers' compensation insurance, covering its activities and employees in connection with the provision of services hereunder and will provide proof of same to the **CITY** upon request. The parties acknowledge that the **AUTHORITY** is an independent contractor and not an agent of the **CITY** in conducting activities hereunder.

7. The **AUTHORITY** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **CITY**, its' governing body, its' officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, as a direct result or consequence of any act or

omission of the **AUTHORITY** in connection with the performance of its obligations under this **AGREEMENT**. The obligations of the **AUTHORITY** to indemnify the **CITY** under this Paragraph shall not be limited or defined by the terms or policy limits of any insurance. Similarly, the **CITY** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **AUTHORITY**, its Directors, Officers, Board Members, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them as a direct result or consequence of any act or omission of the **CITY** in connection with the performance of its obligations under this **AGREEMENT**. Notwithstanding the undertakings of this Paragraph however, if either the **CITY** or the **AUTHORITY** shall be physically or legally prevented from performing their obligations under this **AGREEMENT**, neither shall have any liability to the other for monetary damages, with the exception that the **CITY** shall remain liable for any outstanding invoices issued by the **AUTHORITY** for services rendered and interest accrued thereon.

8. The **CITY** understands that the equipment utilized to perform street sweeping services is specialized equipment, which may experience failures or breakdowns from time to time. In such an event, the **AUTHORITY** will provide notice of a delay or potential delay to the **CITY** as soon as practicable, will promptly seek to have the equipment repaired, and will resume the services upon the completion of repairs. A mechanical failure or breakdown of the equipment shall not be deemed a breach of this **AGREEMENT**, and, as set forth in Paragraph 7 above, the **AUTHORITY** shall not have any liability for monetary damages if it is unable to perform its obligations hereunder for such reason.

9. This **AGREEMENT** represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this **AGREEMENT** shall be valid unless in writing and adopted by resolution of the respective governing bodies of the **CITY** and the **AUTHORITY**.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year set forth above.

ATTEST:

CITY OF NORTHFIELD

(Signature)

(Signature)

(Print Name/Title)

(Print Name/Title)

Dated: _____

Dated: _____

ATTEST:

ATLANTIC COUNTY UTILITIES AUTHORITY

Lisa Duffner, Board Secretary

Matthew DeNafo, President

Dated: _____

Dated: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 128-2023**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR THE PROJECT KNOWN AS
CITY HALL – ROOF REPLACEMENT**

WHEREAS, on November 15, 2022, the Common Council of the City of Northfield did adopt Resolution No. 203-2022, authorizing Daniel Scott Mascione Architect, LLC to prepare the bid specifications for the project known as *City Hall – Roof Replacement*, and funds are available for this purpose; and

WHEREAS, said specifications were prepared by Daniel Scott Mascione Architect, LLC, and have been reviewed by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications are hereby approved and public advertisement for this project may proceed.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, COUNTY OF ATLANTIC
RESOLUTION NO. 129-2023**

**A RESOLUTION AUTHORIZING EXPENDITURES FROM THE CITY'S
AFFORDABLE HOUSING TRUST FUND, SUBJECT TO COURT
APPROVAL, FOR PHASE ONE ENVIRONMENTAL STUDIES ON
PROPERTIES IDENTIFIED IN THE CITY'S HOUSING ELEMENT AND
FAIR SHARE PLAN AS AFFORDABLE HOUSING SITES**

WHEREAS, on April 27, 2018 the City of Northfield ("City") signed a Settlement Agreement with Fair Share Housing Center ("FSHC") which established the City's fair share obligation and preliminarily approved the City's compliance mechanisms in accordance with the March 10, 2015 decision of the Supreme Court, which transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing ("COAH") to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on August 21, 2018, the City's Planning Board adopted the Housing Element and Fair Share Plan ("HEFSP"), and the City Council endorsed the HEFSP on that same day; and

WHEREAS, on August 31, 2018, the Court conditionally approved the City's HEFSP after a duly-noticed Compliance Hearing; and

WHEREAS WHEREAS, the City's adopted and endorsed HEFSP includes the creation of affordable units through a partnership with Habitat for Humanity, specifically located at Block 66, Lot 11 and Block 69, Lot 1.02. Habitat for Humanity is also considering City-owned property located at Block 121, Lot 1; and

WHEREAS, the City requires Court approval of its Spending Plan in order to utilize any of the funds within the Affordable Housing Trust Fund; and

WHEREAS, the City is currently working with FSHC on an Amended Spending Plan that has not yet been approved by the Court or Court Master; and

WHEREAS, the City and FSHC have agreed that this expenditure of Affordable Housing Trust Fund money furthers the City's compliance with its affordable housing obligations, and FSHC has agreed to support an application to the Court for approval of these expenditures; and

NOW THEREFORE BE IT RESOLVED, the Governing Body of the City of Northfield, County of Atlantic, and the State of New Jersey hereby authorizes the expenditure of funds from the City's Affordable Housing Trust Fund, in the amount

set forth in the proposals attached hereto as Exhibits A through C. Said expenditures are subject to Court approval.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

CREST

Engineering Associates Inc.

March 9, 2023, revised 5/30/23
Proposal #23-077

Via Email: mcanesi@cityofnorthfield.org

Mary Canesi, Business Administrator
City of Northfield
1600 Shore Road
Northfield NJ 08225
609-641-2832

**Re: Lot 1, Block 121; Jackson Ave (1/2 ac. ±)
City of Northfield, Atlantic County, NJ**

Dear Ms. Canesi:

We are pleased to provide this proposal for professional services for the above referenced site. It is our understanding that you are interested in developing this property for residential use. As a prelude, you have requested that we conduct a Phase 1 Environmental Assessment. We propose the following scope of services and associated fee schedule.

SCOPE OF SERVICES

ITEM 1: (ESA) ENVIRONMENTAL SITE ASSESSMENT – PHASE I Environmental Audit

The term "Environmental Audit" has different definitions to different agencies, with required criteria ranging from a site inspection and identifying potential areas of environmental concern to a site inspection with regulatory and historical searches, land-use history assessments and title searches, to the actual collection and analysis of environmental samples.

We propose to conduct a Phase I Environmental Audit in accordance with American Society of Testing Materials (ASTM) Practice E1527-13, which includes historical, ownership, and regulatory review, site visit, and preliminary report concerning the findings. Additionally, the Phase 1 is also a Preliminary Site Assessment as defined by the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation N.J.A.C. 7:26E- Subchapter 3 – Preliminary Assessment and Site Investigation. The Phase I report will document the following:

- A site inspection to look for visible signs that more investigation is required.
- A diligent inquiry into the operational and ownership history of the subject property from 1932 or before the subject property was developed and naturally vegetated, whichever is earlier.
- A general site characterization including photographs.
- A review of site data and records made available to Crest by the client, including a complete *title history search for the properties in question, back to the first developed use, or 1932, whichever is earlier.

Yes or No ***Client will provide chain of title search by the Title Company**

(circle one)

Note: If "No" is selected, a title search fee will be provided separately unless client waives this requirement. Waiver must be in writing.

x 100 Rike Drive
Millstone Township, NJ 08535
Ph 609-448-5550 · Fax 609-448-2157

crestnj@crestengineering.net
www.crestengineering.net

□ 12 Robbins Parkway
Toms River, NJ 08753
Ph 732-244-0888 · Fax 732-244-0788

- An evaluation of aerial photographs obtained during the study period.
- A review of database searches of Federal and State records in which the subject property and adjacent properties are checked for incidents such as:
 - Discharge/spill reports, stored reportable quantities of hazardous chemicals or waste, regulated permitted activities, known ground water contamination, and regulated underground petroleum storage.
- Discussions regarding the history and environmental compliance of the site with personnel made known to Crest by the client or discovered by Crest during the evaluation period.
- Discussions with regulatory agencies regarding the property and adjoining properties, including local and county health departments.
- An assessment of whether or not a more detailed investigation is considered appropriate to identify and/or quantify potential contamination and related environmental liabilities.
- Deliverable package includes a full PDF copy and one paper copy of report, up to and, including photos, with a CD of the appendices in PDF format. Additional full paper copies can be provide upon request in accordance with the attached fee schedule.

The fee for this item shall be.....\$2,950.00 (Standard Fee)

* If we can conduct 2 or more site visits on the same day (Proposal #'s 23-078 & 23-079), the fee will be reduced to \$2,600.00.

ITEM 2: (MTGS) MEETING ATTENDANCE (per professional attending)

Client, project professionals, consultants or contractors, municipal commissions or outside agencies, conference calls, online meetings.....\$/ HOURLY

ITEM 3: (PRIN) REIMBURSABLE EXPENSES

- a) Reproduction services including plan prints, photocopies.....See Attached Rate Schedule
- b) Postage, overnight mail, deliveries, certified mailings.....\$ COST PLUS 15%
- c) Mileage Reimbursement.....See Attached Rate Schedule
- d) Natural Heritage Data Base Search.....\$80.50
- e) EDR Base Search\$800.00

This proposal is limited solely to the items discussed above and will remain in effect for thirty (30) days after which time it may be considered unilaterally withdrawn and subject to renegotiation if it has not been executed.

Services requested beyond the scope of the preceding items will not be performed without the prior authorization of the person(s) signing this proposal or his/her assigned agent (i.e., unless the person signing the proposal authorizes his contractor as agent, we cannot perform services at the contractor's request). Authorized services performed beyond the scope of this contract will be billed pursuant to the attached "Standard Rate Schedule", which shall remain in effect until **December 31, 2023**.

CHANGES: Scope of Services, Regulations, Client Preferred, Township Imposed, Unforeseen Conditions.

The foregoing proposal is based on the ordinances, regulations, and checklists in effect at the time of the preparation of this proposal. Plans and documentation will be prepared in accordance with these requirements. We shall make our best effort to secure the approvals and permits associated with this project

as well as any variances and/or waiver requests. However, particularly with regard to the variances and waivers, we cannot guarantee positive results.

If during the course of providing the services outlined herein, any regulations, ordinances, checklists or policies are changed or are contradicted by the approving bodies and these changes or contradictions cause Crest Engineering to incur more service time to complete, this additional time will be billed at an hourly rate per the attached rate schedule unless a quotation for the additional work is specifically requested by the client.

Changes made to the plans as a result of client preferred revisions (i.e. architectural footprints, locations of site elements, agreements with township officials and professionals, surrounding property owners or any other such individual) which may cause to have impact on the final plan, will also be subject to the aforementioned hourly billing. Additionally any unforeseen soil, structural, environmental, or legal conditions which were not made evident at the onset of this project may be subject to additional charges if increased service time is required to resolve them.

Engineering design of projects which contain wetlands and have not obtained a Letter of Interpretation (LOI) and buffer designations from the NJDEP may proceed at the clients sole discretion. Crest will not be responsible for changes required as a result of the NJDEP applying more restrictive buffers or adjustments to line which impact those assumed at the time of design.

CLIENT'S RESPONSIBILITIES

The following items are the responsibility of you or your attorney. If Crest is requested to complete any of the following tasks, they will be billed hourly per the attached rate schedule.

- Payment of all application and permit fees to the approving agencies or boards, as well as any other outside consultants which may be needed, if any, to process the application through the approving agencies.
- Supply certified list of property owners to be affixed to the plans if applicable.
- Prior to conducting the survey, provide all pertinent information and documentation in your possession relative to the property to be surveyed. Such information may include, but not be limited to, earlier surveys, record deeds, title reports, original tract maps, public records and State, county or municipal maps.
- Preparation of County or Township Board applications.
- If applicable, provide in electronic format, current, accurate architectural plans for use in plan preparation including door locations and which doors must be handicap accessible.
- If applicable, provide electronic drawing file of the project sign from your architect or sign contractor.

EXCLUSIONS

The following items are not included in our scope of work, and may be required for your application. (This is not a complete list of all items that might be required, just the most common items)

- Title Search Fee for Chain of Title
- Traffic Studies
- Geo-technical services
- Off-site surveying and engineering
- Structural Engineering
- Off-site sanitary sewer or water main capacity analysis, metering or flow testing
- Sanitary Sewer Pump Station Design
- Project sign design or ordinance review of zoning requirements for same.
- Offsite drainage/capacity/condition analysis, except as specifically noted herein

- Environmental Assessments or Site Investigations, except as specifically noted herein.
- Payment of any application, re-submission permit or publishing fees
- Earthwork Calculations / Cut and Fill balance and re-engineering to obtain same.
- Onsite resident engineer services during construction
- Job site safety during construction activities
- Traffic Control Plan for onsite construction activities
- Landscape irrigation system design

RE-USE OF DOCUMENTS

All documents including original drawings, reports, notes, database calculations, specifications and other documents including those in electronic form, prepared by Crest Engineering Associates Inc., (hereafter referred to as Crest), pursuant to this Agreement, are and remain the property of Crest as instruments of service with respect to the project. Copies of all records will be provided upon written request and complete payment for services. Electronic copies of records are excluded from this agreement. Copies are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or any other project. Any reuse or distribution, to third parties, of the documents, for other than the project or the purpose specifically intended, without the written consent of Crest, is prohibited. The Owner shall indemnify and hold harmless, Crest from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such prohibited use. Any such verification or adaptation will entitle Crest to further compensation at rates to be agreed upon by Owner and Crest.

Electronic Copies of Project Documents and Drawings

In accordance with the NJ Board of Professional Engineers and Land Surveyors, Crest Engineering Associates Inc. is entitled to seek compensation for copies of our product regardless of form or reason. *See reimbursable schedule.*

STANDARD OF CARE

In performing the services outlined above, we agree to exercise professional judgment, made on the basis of the information available to us. The Design Professional's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Design Professional makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The client agrees to cooperate fully with Crest Engineering and to give prompt written notice whenever the client becomes aware of any development that affects the scope or timing of the service to be provided or any defect, error or omission in the work.

LIMITATION OF LIABILITY

The liability of Crest for any reason whatsoever arising under or relating to this Agreement, will not exceed the aggregate amount of the fee actually received by Crest. In addition, in no event will Crest be liable for any claim or demand by client, or against client by any third party, in or for any amounts representing loss of profit, loss of business, delay damages or special indirect, incidental, consequential, exemplary or punitive damages. The provisions of this paragraph shall apply regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise. Crest Engineering shall be liable to the client only for direct damages that result from their sole negligence or willful misconduct in the performance of it's services. Under no circumstances shall Crest Engineering be liable for indirect or consequential damages caused by the client's or the contractor's failure to perform it's obligations.

INDEMNIFICATION

If any claim, suit or legal action arising out of the services under this Agreement is asserted against Crest by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and

Mary Canesi, Business Administrator
City of Northfield
Re: Lot 1, Block 121
City of Northfield, NJ

March 9, 2023; revised 5/30/23
Proposal #23-077
Page 5

defend Crest from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of Crest. The client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of Crest.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Crest Engineering Associates Inc. is not responsible to supervise, direct, or have control over Contractor's Work. Crest Engineering Associates Inc. shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work of the Contractor. Crest Engineering Associates Inc. does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against client or Crest.

PAYMENT FOR SERVICES

Crest will invoice monthly and payment will be due as work progresses in accordance with the payment schedule below or as a particular phase of the project/design (by item number) is completed and is ready for submission. Partial billing for services which are started, then put on hold or delayed by the client or any person or agency not associated with Crest Engineering Associates, will be provided and is subject to payment terms outlined herein. Payment in full for invoices submitted is required within fourteen (14) days of billing date. A service charge of 1½% per month (18% APR) will be added to invoices over 30 days until payment is made. ***If payments for an invoice are not received within sixty (60) days, no additional work will be provided until said payment along with interest charges, is received.*** If payments for an invoice are not received within ninety (90) days, the client may be subject to the filing of a lien or other legal action on the subject property or any other property owned by the client. Disputed charges, if any, must be brought to our attention in writing within 30 days of the invoice date. Once that date has passed, rights to dispute charges are waived by contract and full payment is required.

It is understood that the undersigned agrees to pay Crest Engineering Associates Inc. for the work performed without regard to the success or failure of the project and payment shall not be contingent on reimbursement from any third parties. In the event that legal action must be instituted to collect fees, Crest is entitled to recover reasonable attorney's fees and costs of lawsuit.

Client will be responsible for all costs resulting from any legal action which becomes necessary as a result of lack of timely payment of invoices. The client, if not the owner of the property, certifies that he/she has a legal right to allow the services requested herein to be performed on the property described herein and has advised the owner of the services to be provided for the benefit of the property. The owner has authorized entry onto the site to complete these services.

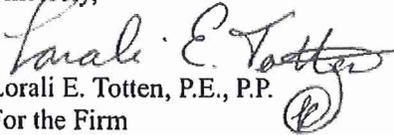
If this proposal is satisfactory, please sign in the space provided and return the original to our office, while keeping the duplicate copy for your records. If a purchase order is required please provide on the appropriate line below. **Receipt of the signed proposal and the required retainer amount will be our authorization to commence work. The retainer will be applied to the last invoice of this contract.**

Mary Canesi, Business Administrator
City of Northfield
Re: Lot 1, Block 121
City of Northfield, NJ

March 9, 2023; revised 5/30/23
Proposal #23-077
Page 6

The fees quoted in this contract will expire **May 30, 2024** if the project has not been completed. Contracts which are canceled, after authorization to commence, are subject to a minimum \$100.00 processing charge. All services or portions of service items completed, up to the point at which the contract was canceled or put on hold, will be billed in accordance with the hours expended, or per the quoted fee, if the item is completed.

Sincerely,


Lorali E. Totten, P.E., P.P.
For the Firm

RETAINER AMOUNT: \$ 1,000.00
Due upon execution of this contract

Accepted by: _____
Signature Date

Name (Printed or Typed)

Title

LET:kl
Enc.

Q:\PROPOSAL\2023\23-077.NorthfieldCity.Canesi.L1B121.odt

Mary Canesi, Business Administrator
City of Northfield
Re: Lot 1, Block 121
City of Northfield, NJ

March 9, 2023; revised 5/30/23
Proposal #23-077
Page 7

CLIENT INFORMATION SHEET

The following information is required to process the work order for the services to be provided and assure billing to the proper entity. Please complete all applicable items.

Company Name: _____

Federal Tax ID # _____ or Social Security # _____

Please list names of those authorized to order work: _____

Billing Address: _____

Telephone/Fax numbers: _____

Purchase Order No. _____

E-mail Address: _____

Account# for UPS, FedEx, or other overnight deliveries: _____

Interest in Property (if other than owner):

____ Contract Purchaser

____ Contractor / Agent / Attorney for Owner

____ Other - Describe: _____

Owners Name / Address: _____

Please Note:

The retainer is payable by either a check or credit card.

If you wish to pay your retainer via credit card, please call the office at 609-448-5550.

**CREST ENGINEERING ASSOCIATES INC.
Standard Rate Schedule**

SENIOR PRINCIPAL ENGINEER	\$225.00/HOUR
PROFESSIONAL ENGINEER	\$185.00./HOUR
DESIGN ENGINEER	\$150.00/HOUR
STAFF ENGINEER II	\$115.00/HOUR
STAFF ENGINEER I	\$95.00/HOUR
ENGINEERING TECHNICIAN	\$90.00/HOUR
PRINCIPAL LANDSCAPE ARCHITECT	\$210.00/HOUR
LICENSED LANDSCAPE ARCHITECT	\$145.00/HOUR
PRINCIPAL LAND SURVEYOR	\$210.00/HOUR
PROFESSIONAL LAND SURVEYOR	\$155.00/HOUR
SENIOR SURVEY TECHNICIAN	\$115.00/HOUR
SURVEY TECHNICIAN	\$75.00/HOUR
FIELD CREW	\$165.00/HOUR
2-MAN FIELD CREW	\$185.00/HOUR
PRINCIPAL ENVIRONMENTAL SPECIALIST	\$210.00/HOUR
ENVIRONMENTAL SPECIALIST	\$165.00/HOUR
SENIOR CADD OPERATOR	\$105.00/HOUR
CADD OPERATOR	\$95.00/HOUR
SENIOR ADMINISTRATIVE ASSISTANT	\$70.00/HOUR
ADMINISTRATIVE ASSISTANT	\$60.00/HOUR

PRINTING SERVICES

MYLAR REPRODUCIBLE

24 x 36	\$95.00 EACH
30 x 42	\$115.00/EACH

PRINTS/PHOTO & OVERSIZE COPIES

24 x 36	\$6.00/EACH	30 x 42	\$6.75/EACH
11 x 17	\$3.25/EACH	18 x 24	\$4.75/EACH
8 ½ x 11"	\$0.50/EACH	8 ½ x 14"	\$0.55/EACH

* other sizes pro-rated...color copies are double the rate noted above

USB FLASHDRIVE: \$7.00 / EACH

AUTO-CAD FILES: \$325.00 / DRAWING

Electronic pdf copies for Township/County/State submissions:

Drawings: \$75.00 first drawing – \$5.00 each additional drawing

Documents and report copies: \$5.00 first page – 0.25 each additional page

MILEAGE REIMBURSEMENT: \$0.75/per mile

Note: If documents are requested by Delivery, Certified Mail or overnight service, 15% will be added to the cost.

CREST

Engineering Associates Inc.

March 9, 2023, revised 5/30/23
Proposal #23-079

Via Email: mcanesi@cityofnorthfield.org

Mary Canesi, Business Administrator
City of Northfield
1600 Shore Road
Northfield NJ 08225
609-641-2832

**Re: Lot 11, Block 66; Dolphin Avenue (3/4 ac. ±)
City of Northfield, Atlantic County, NJ**

Dear Ms. Canesi:

We are pleased to provide this proposal for professional services for the above referenced site. It is our understanding that you are interested in developing this property for residential use. As a prelude, you have requested that we conduct a Phase 1 Environmental Assessment. We propose the following scope of services and associated fee schedule.

SCOPE OF SERVICES

ITEM 1: (ESA) ENVIRONMENTAL SITE ASSESSMENT – PHASE I Environmental Audit

The term "Environmental Audit" has different definitions to different agencies, with required criteria ranging from a site inspection and identifying potential areas of environmental concern to a site inspection with regulatory and historical searches, land-use history assessments and title searches, to the actual collection and analysis of environmental samples.

We propose to conduct a Phase I Environmental Audit in accordance with American Society of Testing Materials (ASTM) Practice E1527-13, which includes historical, ownership, and regulatory review, site visit, and preliminary report concerning the findings. Additionally, the Phase I is also a Preliminary Site Assessment as defined by the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation N.J.A.C. 7:26E- Subchapter 3 – Preliminary Assessment and Site Investigation. The Phase I report will document the following:

- A site inspection to look for visible signs that more investigation is required.
- A diligent inquiry into the operational and ownership history of the subject property from 1932 or before the subject property was developed and naturally vegetated, whichever is earlier.
- A general site characterization including photographs.
- A review of site data and records made available to Crest by the client, including a complete *title history search for the properties in question, back to the first developed use, or 1932, whichever is earlier.

Yes or No ***Client will provide chain of title search by the Title Company**

(circle one)

Note: If "No" is selected, a title search fee will be provided separately unless client waives this requirement. Waiver must be in writing.

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- An evaluation of aerial photographs obtained during the study period.
- A review of database searches of Federal and State records in which the subject property and adjacent properties are checked for incidents such as:
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- Discussions regarding the history and environmental compliance of the site with personnel made known to Crest by the client or discovered by Crest during the evaluation period.
- Discussions with regulatory agencies regarding the property and adjoining properties, including local and county health departments.
- An assessment of whether or not a more detailed investigation is considered appropriate to identify and/or quantify potential contamination and related environmental liabilities.
- Deliverable package includes a full PDF copy and one paper copy of report, up to and, including photos, with a CD of the appendices in PDF format. Additional full paper copies can be provide upon request in accordance with the attached fee schedule.

The fee for this item shall be.....\$2,950.00 (Standard Fee)

* If we can conduct 2 or more site visits on the same day (Proposal #'s 23-077 & 23-078), the fee will be reduced to \$2,600.00.

ITEM 2: (MTGS) MEETING ATTENDANCE (per professional attending)

Client, project professionals, consultants or contractors, municipal commissions or outside agencies, conference calls, online meetings.....\$/ Hourly

ITEM 3: (PRIN) REIMBURSABLE EXPENSES

- a) Reproduction services including plan prints, photocopies.....See Attached Rate Schedule
- b) Postage, overnight mail, deliveries, certified mailings.....\$ COST PLUS 15%
- c) Mileage Reimbursement.....See Attached Rate Schedule
- d) Natural Heritage Date Base Search.....\$80.50
- e) EDR Base Search\$800.00
- f)

This proposal is limited solely to the items discussed above and will remain in effect for thirty (30) days after which time it may be considered unilaterally withdrawn and subject to renegotiation if it has not been executed.

Services requested beyond the scope of the preceding items will not be performed without the prior authorization of the person(s) signing this proposal or his/her assigned agent (i.e., unless the person signing the proposal authorizes his contractor as agent, we cannot perform services at the contractor's request). Authorized services performed beyond the scope of this contract will be billed pursuant to the attached "Standard Rate Schedule", which shall remain in effect until **December 31, 2023**.

CHANGES: Scope of Services, Regulations, Client Preferred, Township Imposed, Unforeseen Conditions.

The foregoing proposal is based on the ordinances, regulations, and checklists in effect at the time of the preparation of this proposal. Plans and documentation will be prepared in accordance with these requirements. We shall make our best effort to secure the approvals and permits associated with this project

as well as any variances and/or waiver requests. However, particularly with regard to the variances and waivers, we cannot guarantee positive results.

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- Offsite drainage/capacity/condition analysis, except as specifically noted herein

- Environmental Assessments or Site Investigations, except as specifically noted herein.
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- Job site safety during construction activities
- Traffic Control Plan for onsite construction activities
- Landscape irrigation system design

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Mary Canesi, Business Administrator
City of Northfield
Re: Lot 11, Block 66
City of Northfield, NJ

March 9, 2023; *revised 5/30/23*
Proposal #23-079
Page 5

defend Crest from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of Crest. The client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of Crest.

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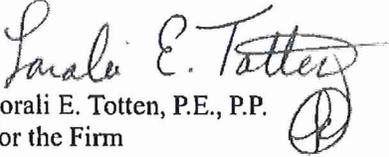
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Mary Canesi, Business Administrator
City of Northfield
Re: Lot 11, Block 66
City of Northfield, NJ

March 9, 2023; revised 5/30/23
Proposal #23-079
Page 6

The fees quoted in this contract will expire **Ma6 30, 2024** if the project has not been completed. Contracts which are canceled, after authorization to commence, are subject to a minimum \$100.00 processing charge. All services or portions of service items completed, up to the point at which the contract was canceled or put on hold, will be billed in accordance with the hours expended, or per the quoted fee, if the item is completed.

Sincerely,


Lorali E. Totten, P.E., P.P.
For the Firm

RETAINER AMOUNT: \$ 1,000.00
Due upon execution of this contract

Accepted by: _____
Signature Date

Name (Printed or Typed)

Title

LET:kl
Enc.

Q:\PROPOSAL\2023\23-079.NorthfieldCity.Canesi.L11B66.odt

CLIENT INFORMATION SHEET

The following information is required to process the work order for the services to be provided and assure billing to the proper entity. Please complete all applicable items.

Company Name: _____

Federal Tax ID # _____ or Social Security # _____

Please list names of those authorized to order work: _____

Billing Address: _____

Telephone/Fax numbers: _____

Purchase Order No. _____

E-mail Address: _____

Account# for UPS, FedEx, or other overnight deliveries: _____

Interest in Property (if other than owner):

____ Contract Purchaser

____ Contractor / Agent / Attorney for Owner

____ Other - Describe: _____

Owners Name / Address: _____

Please Note:

The retainer is payable by either a check or credit card.

If you wish to pay your retainer via credit card, please call the office at 609-448-5550.

**CREST ENGINEERING ASSOCIATES INC.
Standard Rate Schedule**

SENIOR PRINCIPAL ENGINEER	\$225.00/HOUR
PROFESSIONAL ENGINEER	\$185.00./HOUR
DESIGN ENGINEER	\$150.00HOUR
STAFF ENGINEER II	\$115.00/HOUR
STAFF ENGINEER I	\$95.00/HOUR
ENGINEERING TECHNICIAN	\$90.00/HOUR
PRINCIPAL LANDSCAPE ARCHITECT	\$210.00/HOUR
LICENSED LANDSCAPE ARCHITECT	\$145.00/HOUR
PRINCIPAL LAND SURVEYOR	\$210.00/HOUR
PROFESSIONAL LAND SURVEYOR	\$155.00/HOUR
SENIOR SURVEY TECHNICIAN	\$115.00/HOUR
SURVEY TECHNICIAN	\$75.00/HOUR
FIELD CREW	\$165.00/HOUR
2-MAN FIELD CREW	\$185.00/HOUR
PRINCIPAL ENVIRONMENTAL SPECIALIST	\$210.00/HOUR
ENVIRONMENTAL SPECIALIST	\$165.00/HOUR
SENIOR CADD OPERATOR	\$105.00/HOUR
CADD OPERATOR	\$95.00/HOUR
SENIOR ADMINISTRATIVE ASSISTANT	\$70.00/HOUR
ADMINISTRATIVE ASSISTANT	\$60.00/HOUR

PRINTING SERVICES

MYLAR REPRODUCIBLE

24 x 36	\$95.00 EACH
30 x 42	\$115.00/EACH

PRINTS/PHOTO & OVERSIZE COPIES

24 x 36	\$6.00/EACH	30 x 42	\$6.75/EACH
11 x 17	\$3.25/EACH	18 x 24	\$4.75/EACH
8 ½ x 11"	\$0.50/EACH	8 ½ x 14"	\$0.55/EACH

* other sizes pro-rated...color copies are double the rate noted above

USB FLASHDRIVE: \$7.00 / EACH

AUTO-CAD FILES: \$325.00 / DRAWING

Electronic pdf copies for Township/County/State submissions:

Drawings: \$75.00 first drawing – \$5.00 each additional drawing

Documents and report copies: \$5.00 first page – 0.25 each additional page

MILEAGE REIMBURSEMENT: \$0.75/per mile

Note: If documents are requested by Delivery, Certified Mail or overnight service, 15% will be added to the cost.

CREST

Engineering Associates Inc.

March 9, 2023, revised 5/30/23
Proposal #23-078

Via Email: mcanesi@cityofnorthfield.org

Mary Canesi, Business Administrator
City of Northfield
1600 Shore Road
Northfield NJ 08225
609-641-2832

Re: **Lot 1.02, Block 69 (1 ac. ±)**
#605 Dolphin Avenue
City of Northfield, Atlantic County, NJ

Dear Ms. Canesi:

We are pleased to provide this proposal for professional services for the above referenced site. It is our understanding that you are interested in developing this property for residential use. As a prelude, you have requested that we conduct a Phase I Environmental Assessment. We propose the following scope of services and associated fee schedule.

SCOPE OF SERVICES

ITEM 1: (ESA) ENVIRONMENTAL SITE ASSESSMENT – PHASE I Environmental Audit

The term "Environmental Audit" has different definitions to different agencies, with required criteria ranging from a site inspection and identifying potential areas of environmental concern to a site inspection with regulatory and historical searches, land-use history assessments and title searches, to the actual collection and analysis of environmental samples.

We propose to conduct a Phase I Environmental Audit in accordance with American Society of Testing Materials (ASTM) Practice E1527-13, which includes historical, ownership, and regulatory review, site visit, and preliminary report concerning the findings. Additionally, the Phase I is also a Preliminary Site Assessment as defined by the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation N.J.A.C. 7:26E- Subchapter 3 – Preliminary Assessment and Site Investigation. The Phase I report will document the following:

- A site inspection to look for visible signs that more investigation is required.
- A diligent inquiry into the operational and ownership history of the subject property from 1932 or before the subject property was developed and naturally vegetated, whichever is earlier.
- A general site characterization including photographs.
- A review of site data and records made available to Crest by the client, including a complete *title history search for the properties in question, back to the first developed use, or 1932, whichever is earlier.

Yes or No ***Client will provide chain of title search by the Title Company**

(circle one)

Note: If "No" is selected, a title search fee will be provided separately unless client waives this requirement. Waiver must be in writing.

100 Rike Drive
Millstone Township, NJ 08535
Ph 609-448-5550 · Fax 609-448-2157

crestnj@crestengineering.net
www.crestengineering.net

12 Robbins Parkway
Toms River, NJ 08753
Ph 732-244-0888 · Fax 732-244-0788

- An evaluation of aerial photographs obtained during the study period.
- A review of database searches of Federal and State records in which the subject property and adjacent properties are checked for incidents such as:
 - Discharge/spill reports, stored reportable quantities of hazardous chemicals or waste, regulated permitted activities, known ground water contamination, and regulated underground petroleum storage.
- Discussions regarding the history and environmental compliance of the site with personnel made known to Crest by the client or discovered by Crest during the evaluation period.
- Discussions with regulatory agencies regarding the property and adjoining properties, including local and county health departments.
- An assessment of whether or not a more detailed investigation is considered appropriate to identify and/or quantify potential contamination and related environmental liabilities.
- Deliverable package includes a full PDF copy and one paper copy of report, up to and, including photos, with a CD of the appendices in PDF format. Additional full paper copies can be provide upon request in accordance with the attached fee schedule.

The fee for this item shall be.....\$2,950.00 (Standard Fee)

* If we can conduct 2 or more site visits on the same day (Proposal #'s 23-077 & 23-079), the fee will be reduced to \$2,600.00.

ITEM 2: (MTGS) MEETING ATTENDANCE (per professional attending)

Client, project professionals, consultants or contractors, municipal commissions or outside agencies, conference calls, online meetings.....\$/ Hourly

ITEM 3: (PRIN) REIMBURSABLE EXPENSES

- a) Reproduction services including plan prints, photocopies.....See Attached Rate Schedule
- b) Postage, overnight mail, deliveries, certified mailings.....\$ COST PLUS 15%
- c) Mileage Reimbursement.....See Attached Rate Schedule
- d) Natural Heritage Data Base Search.....\$80.50
- e) EDR Base Search\$800.00

This proposal is limited solely to the items discussed above and will remain in effect for thirty (30) days after which time it may be considered unilaterally withdrawn and subject to renegotiation if it has not been executed.

Services requested beyond the scope of the preceding items will not be performed without the prior authorization of the person(s) signing this proposal or his/her assigned agent (i.e., unless the person signing the proposal authorizes his contractor as agent, we cannot perform services at the contractor's request). Authorized services performed beyond the scope of this contract will be billed pursuant to the attached "Standard Rate Schedule", which shall remain in effect until **December 31, 2023**.

CHANGES: Scope of Services, Regulations, Client Preferred, Township Imposed, Unforeseen Conditions.

The foregoing proposal is based on the ordinances, regulations, and checklists in effect at the time of the preparation of this proposal. Plans and documentation will be prepared in accordance with these requirements. We shall make our best effort to secure the approvals and permits associated with this project

as well as any variances and/or waiver requests. However, particularly with regard to the variances and waivers, we cannot guarantee positive results.

If during the course of providing the services outlined herein, any regulations, ordinances, checklists or policies are changed or are contradicted by the approving bodies and these changes or contradictions cause Crest Engineering to incur more service time to complete, this additional time will be billed at an hourly rate per the attached rate schedule unless a quotation for the additional work is specifically requested by the client.

Changes made to the plans as a result of client preferred revisions (i.e. architectural footprints, locations of site elements, agreements with township officials and professionals, surrounding property owners or any other such individual) which may cause to have impact on the final plan, will also be subject to the aforementioned hourly billing. Additionally any unforeseen soil, structural, environmental, or legal conditions which were not made evident at the onset of this project may be subject to additional charges if increased service time is required to resolve them.

Engineering design of projects which contain wetlands and have not obtained a Letter of Interpretation (LOI) and buffer designations from the NJDEP may proceed at the clients sole discretion. Crest will not be responsible for changes required as a result of the NJDEP applying more restrictive buffers or adjustments to line which impact those assumed at the time of design.

CLIENT'S RESPONSIBILITIES

The following items are the responsibility of you or your attorney. If Crest is requested to complete any of the following tasks, they will be billed hourly per the attached rate schedule.

- Payment of all application and permit fees to the approving agencies or boards, as well as any other outside consultants which may be needed, if any, to process the application through the approving agencies.
- Supply certified list of property owners to be affixed to the plans if applicable.
- Prior to conducting the survey, provide all pertinent information and documentation in your possession relative to the property to be surveyed. Such information may include, but not be limited to, earlier surveys, record deeds, title reports, original tract maps, public records and State, county or municipal maps.
- Preparation of County or Township Board applications.
- If applicable, provide in electronic format, current, accurate architectural plans for use in plan preparation including door locations and which doors must be handicap accessible.
- If applicable, provide electronic drawing file of the project sign from your architect or sign contractor.

EXCLUSIONS

The following items are not included in our scope of work, and may be required for your application. (This is not a complete list of all items that might be required, just the most common items)

- Title Search Fee for Chain of Title
- Traffic Studies
- Geo-technical services
- Off-site surveying and engineering
- Structural Engineering
- Off-site sanitary sewer or water main capacity analysis, metering or flow testing
- Sanitary Sewer Pump Station Design
- Project sign design or ordinance review of zoning requirements for same.
- Offsite drainage/capacity/condition analysis, except as specifically noted herein

- Environmental Assessments or Site Investigations, except as specifically noted herein.
- Payment of any application, re-submission permit or publishing fees
- Earthwork Calculations / Cut and Fill balance and re-engineering to obtain same.
- Onsite resident engineer services during construction
- Job site safety during construction activities
- Traffic Control Plan for onsite construction activities
- Landscape irrigation system design

RE-USE OF DOCUMENTS

All documents including original drawings, reports, notes, database calculations, specifications and other documents including those in electronic form, prepared by Crest Engineering Associates Inc., (hereafter referred to as Crest), pursuant to this Agreement, are and remain the property of Crest as instruments of service with respect to the project. Copies of all records will be provided upon written request and complete payment for services. Electronic copies of records are excluded from this agreement. Copies are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or any other project. Any reuse or distribution, to third parties, of the documents, for other than the project or the purpose specifically intended, without the written consent of Crest, is prohibited. The Owner shall indemnify and hold harmless, Crest from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such prohibited use. Any such verification or adaptation will entitle Crest to further compensation at rates to be agreed upon by Owner and Crest.

Electronic Copies of Project Documents and Drawings

In accordance with the NJ Board of Professional Engineers and Land Surveyors, Crest Engineering Associates Inc. is entitled to seek compensation for copies of our product regardless of form or reason. *See reimbursable schedule.*

STANDARD OF CARE

In performing the services outlined above, we agree to exercise professional judgment, made on the basis of the information available to us. The Design Professional's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Design Professional makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The client agrees to cooperate fully with Crest Engineering and to give prompt written notice whenever the client becomes aware of any development that affects the scope or timing of the service to be provided or any defect, error or omission in the work.

LIMITATION OF LIABILITY

The liability of Crest for any reason whatsoever arising under or relating to this Agreement, will not exceed the aggregate amount of the fee actually received by Crest. In addition, in no event will Crest be liable for any claim or demand by client, or against client by any third party, in or for any amounts representing loss of profit, loss of business, delay damages or special indirect, incidental, consequential, exemplary or punitive damages. The provisions of this paragraph shall apply regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise. Crest Engineering shall be liable to the client only for direct damages that result from their sole negligence or willful misconduct in the performance of it's services. Under no circumstances shall Crest Engineering be liable for indirect or consequential damages caused by the client's or the contractor's failure to perform it's obligations.

INDEMNIFICATION

If any claim, suit or legal action arising out of the services under this Agreement is asserted against Crest by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and

Mary Canesi, Business Administrator
City of Northfield
Re: Lot 1.02, Block 69
City of Northfield, NJ

March 9, 2023; *revised 5/30/23*
Proposal #23-078
Page 5

defend Crest from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of Crest. The client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of Crest.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Crest Engineering Associates Inc. is not responsible to supervise, direct, or have control over Contractor's Work. Crest Engineering Associates Inc. shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work of the Contractor. Crest Engineering Associates Inc. does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against client or Crest.

PAYMENT FOR SERVICES

Crest will invoice monthly and payment will be due as work progresses in accordance with the payment schedule below or as a particular phase of the project/design (by item number) is completed and is ready for submission. Partial billing for services which are started, then put on hold or delayed by the client or any person or agency not associated with Crest Engineering Associates, will be provided and is subject to payment terms outlined herein. Payment in full for invoices submitted is required within fourteen (14) days of billing date. A service charge of 1½% per month (18% APR) will be added to invoices over 30 days until payment is made. *If payments for an invoice are not received within sixty (60) days, no additional work will be provided until said payment along with interest charges, is received.* If payments for an invoice are not received within ninety (90) days, the client may be subject to the filing of a lien or other legal action on the subject property or any other property owned by the client. Disputed charges, if any, must be brought to our attention in writing within 30 days of the invoice date. Once that date has passed, rights to dispute charges are waived by contract and full payment is required.

It is understood that the undersigned agrees to pay Crest Engineering Associates Inc. for the work performed without regard to the success or failure of the project and payment shall not be contingent on reimbursement from any third parties. In the event that legal action must be instituted to collect fees, Crest is entitled to recover reasonable attorney's fees and costs of lawsuit.

Client will be responsible for all costs resulting from any legal action which becomes necessary as a result of lack of timely payment of invoices. The client, if not the owner of the property, certifies that he/she has a legal right to allow the services requested herein to be performed on the property described herein and has advised the owner of the services to be provided for the benefit of the property. The owner has authorized entry onto the site to complete these services.

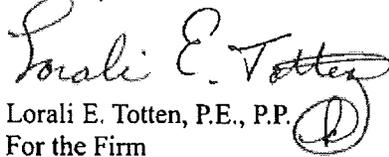
If this proposal is satisfactory, please sign in the space provided and return the original to our office, while keeping the duplicate copy for your records. If a purchase order is required please provide on the appropriate line below. **Receipt of the signed proposal and the required retainer amount will be our authorization to commence work. The retainer will be applied to the last invoice of this contract.**

Mary Canesi, Business Administrator
City of Northfield
Re: Lot 1.02, Block 69
City of Northfield, NJ

March 9, 2023; revised 5/30/23
Proposal #23-078
Page 6

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Sincerely,


Lorali E. Totten, P.E., P.P.
For the Firm

RETAINER AMOUNT: \$ 1,000.00
Due upon execution of this contract

Accepted by: _____
Signature Date

Name (Printed or Typed)

Title

LET:kl
Enc.

Q:\PROPOSAL\2023\23-078.NorthfieldCity.Canesi.L1.02B69.odt

Mary Canesi, Business Administrator
City of Northfield
Re: Lot 1.02, Block 69
City of Northfield, NJ

March 9, 2023; revised 5/30/23
Proposal #23-078
Page 7

CLIENT INFORMATION SHEET

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**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 130-2023**

**AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT
FOR THE PARTICIPATION IN A COUNTY-WIDE LEAD-BASED PAINT
INSPECTION RENTED DWELLING UNITS PROGRAM**

WHEREAS, there exists within the City of Northfield the need for a New Jersey lead evaluation contractor certified by the DCA to provide, on an as needed basis, the appropriate Professional Services/Staffing to perform Visual Paint Inspection and/or Lead Dust Wipe sampling;

WHEREAS, funds are available for this purpose; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the SHARED SERVICES AGREEMENT FOR THE PARTICIPATION IN A COUNTY-WIDE LEAD-BASED PAINT INSPECTION RENTED DWELLING UNITS PROGRAM attached hereto as Exhibit "A" be accepted.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute the SHARED SERVICES AGREEMENT FOR THE PARTICIPATION IN A COUNTY-WIDE LEAD-BASED PAINT INSPECTION RENTED DWELLING UNITS PROGRAM attached hereto as Exhibit "A".

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

SHARED SERVICES AGREEMENT

BY AND BETWEEN

MUNICIPALITIES

AND

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

**FOR THE PARTICIPATION IN A COUNTY-WIDE LEAD-BASED PAINT
INSPECTION RENTED DWELLING UNITS PROGRAM**

Dated: _____

Prepared by:
Randolph C. Lafferty,
General Counsel,
Atlantic County Improvement
Authority

TABLE OF CONTENTS

Recitals	3
Paragraph A. Description of the Project	4
Paragraph B. Description of Services	5
Paragraph C. Fees	6
Paragraph D. Duration of Agreement	8
Paragraph E. Termination of Agreement	8
Paragraph F. Limitation of Delegation	8
Paragraph G. Indemnification	8
Paragraph H. Compliance with Laws and Regulations	9
Paragraph I. Insurance	9
Paragraph J. Events of Default	9
Paragraph K. Remedies	10
Paragraph L. No Remedy Exclusive	10
Paragraph M. No Additional Waiver Implied by One Waiver	10
Paragraph N. No Personal Liability	11
Paragraph O. Miscellaneous	11
Section 1. Amendment	11
Section 2. Successors and Assigns	11
Section 3. Severability	11
Section 4. Counterparts	11
Section 5. Entire Agreement	11
Section 6. Further Assurances and Corrective Instruments	11
Section 7. Headings	11
Section 8. Non-Waiver	11
Section 9. Governing Law	12
Paragraph P. Effective Date	12

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, ("Shared Services Agreement"), dated this 13th day of June, 2023, is made by and between the City of Northfield, a municipal corporation of the State of New Jersey ("Municipality"), and the Atlantic County Improvement Authority (hereinafter referred to as the "Authority") is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic, established pursuant to N.J.S.A. 40:37A-44 et seq.

RECITALS

1. The Authority is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic with its principal offices being located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401;
2. Municipality ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 1600 Shore Road, Northfield, New Jersey 08225;
3. New Jersey's Lead-Safe Certification Law, Lead-Based Paint Inspections in Rental Dwelling Units Statute (P.L.2021, c 182) went into effect on July 22, 2022. The law requires that a municipality provide for the required visual and potential lead dust wipe sampling either through a permanent local agency who performs such inspections OR, in the case of a municipality that does not maintain such permanent local agency for inspections, the municipality shall hire a lead evaluation contractor, certified to provide lead paint inspection services by the Department of Community Affairs (DCA);
(See https://www.njleg.state.nj.us/Bills/2020/PL21/182_.PDF)
4. Many municipalities will not have such a permanent agency or will not have the ability to meet the requirements of this new law;
5. LEW Environmental Services, a New Jersey lead evaluation contractor certified by the DCA shall provide on an as needed basis, the appropriate Professional Services "Staffing" (Certified by NJ DOH & DCA) to perform the required Visual Paint Inspection and/or Lead Dust Wipe sampling pursuant to a contract with the Authority, a copy of which is attached as Exhibit A. The terms of said contract are hereby incorporated into this Agreement;
6. The proposed regulations, N.J.A.C. 5:28A Section 1. b. (1), allow "Subject to subsection c. of this section, a municipality that does not maintain a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures within the municipality, the municipality may hire a lead-based paint evaluation contractor, certified to provide lead paint inspection services by the DCA, to inspect every single-family, two-family, and multiple rental dwelling located within the municipality at tenant

turnover for lead-based paint hazards or within two years of the effective date, whichever is earlier. Thereafter, all such units shall be inspected for lead-based paint hazards the earlier of every three years or upon tenant turnover, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification pursuant to this section. The municipality shall charge the dwelling owner or landlord a fee sufficient to cover the cost of the inspection, including the cost of hiring the lead evaluation contractor.”;

7. The parties now wish to enter into a Shared Services Agreement for the participation of the municipalities in the County-Wide Lead-Based Paint Inspection Program established by the Authority, and administered in part and performed by LEW Environmental Services, so as to assist the Municipality in complying with the applicable law and regulations promulgated thereunder; and
8. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the parties do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

It is the purpose and intent of the Municipality to establish a process to comply with the proposed regulations, N.J.A.C. 5:28A.

N.J.A.C. 5:28A Section 1. b. (2) allows “Subject to subsection c. of this section, a municipality that does not maintain a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures within the municipality, the municipality shall hire a lead evaluation contractor, certified to provide lead paint inspection services by the Department of Community Affairs, to inspect every single-family, two-family, and multiple rental dwelling located within the municipality at tenant turnover for lead-based paint hazards or within two years of the effective date, whichever is earlier. Thereafter, all such units shall be inspected for lead-based paint hazards the earlier of every three years or upon tenant turnover, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification pursuant to this section. The municipality shall charge the dwelling owner or landlord a fee sufficient to cover the cost of the inspection, including the cost of hiring the lead evaluation contractor.”

It is the Municipality’s further intent to participate in the County-Wide Lead-Based Paint Inspection Program established by the Authority and administered by LEW Environmental Services to comply with N.J.A.C. 5:28A.

B. DESCRIPTION OF SERVICES.

The Municipality shall participate in the County-Wide Lead Based Paint Inspection in Rental Dwelling Units Program, administered by LEW Environmental Services providing on an as needed basis, the appropriate Professional Services “Staffing” (Certified by NJ DOH & DCA) to perform the required Visual Paint Inspection and/or Lead Dust Wipe sampling which shall include but not be limited to the following:

1. If a Unit Visual is required, LEW Environmental Services has agreed to provide proper staffing to perform:

a. Visual Inspections

- i. For municipalities that may perform visual assessments, the inspector should examine rental dwellings for deteriorated paint or visible surface dust, debris, or residue. Paint is deteriorated when it is peeling, chipping, chalking, or cracking. Tack and nail holes, small hairline cracks, and other surface imperfections may not be considered deteriorated paint.
- ii. The inspector should look for deteriorated paint on all painted building components, especially any walls, window, or trim. Also, the inspector should look on surfaces that experience friction or impact. When two surfaces slide across each other or strike one another, the painted surface may become deteriorated. Examples of friction and impact surfaces are doors, windows, floors, and trim areas. The inspector should look for paint chips or dust from painting activities that were not cleaned up and paint residue on the floors, which could be a hazard for small children.
- iii. If a Unit Dust Wipe sample(ing) is required, LEW Environmental Services will provide proper staffing to perform:

b. Dust Wipe Sampling

- i. Dust wipe sampling is collected by wiping representative surfaces, including floors (both carpeted and uncarpeted), interior windowsills, and other similar surfaces, and testing in accordance with a method approved by HUD.
- ii. These samples must be undertaken properly to ensure that results are accurate.
- iii. N.J.A.C. 5:17 contains requirements for dust wipe sampling. In addition, Appendix 13.1 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing provides the protocol for sample collection. This Appendix is available online at: <https://www.hud.gov/sites/documents/LBPH-40.PDF>.

- iv. It is recommended that the lead evaluation contractor or permanent local agency also perform a visual inspection when undertaking a dust wipe sampling.
- v. If it is determined upon inspection that no lead-based paint hazards exist in a dwelling, LEW Environmental Services will provide the appropriate support documentation so the local enforcing agency shall certify the dwelling unit as lead-safe.

c. Post-Remediation Inspection

- i. If a Unit has completed remediation of identified Hazards, LEW Environmental Services can also provide for post-remediation inspection.
 - 1. After remediation has been completed, whether through interim controls or abatement, the municipality or lead evaluation contractor must perform an additional inspection within 60 days of the initial periodic lead-based paint inspection to ensure there are no further lead-based paint hazards.
 - 2. Upon conducting the reinspection in dwellings that have been remediated using interim controls, if no lead-based paint hazards are found, the municipality or inspector must certify the dwelling to be lead safe pursuant to P.L.2021, c.182 (see Section 3.4.0. for an example of a lead-safe certificate).

C. FEES.

The Authority will be responsible for collecting fees from the landlord and paying fees to LEW Environmental Services. The Authority will contact the requesting party with a price as set forth below. The requesting party will then receive a statement from the Authority 14 days prior to the scheduled inspection and said payment shall be paid seven days prior to the scheduled inspection otherwise the inspection will be removed from the schedule. If an inspection is cancelled at the requesting parties request, the requesting party will be responsible for contacting the authority to reschedule. The rescheduling will be in the aggregation of least three units. LEW Environmental Services will be responsible for the scheduling of all inspections directly with the requesting landlord. **The Authority does not guarantee or warrant any inspection within a given time frame nor does it guarantee or warrant that the inspection will include any aggregation of any number of units.**

The fees are as follows:

Visual Inspection (as described under B(1)(a)(i) above)

- \$370.00/Unit

There may be times when a municipality is designated by the DCA or other government agencies as high-risk community for lead-based paint hazards in rental dwelling units requiring an elevated test, termed "Dust Wipe Sampling". A Dust Wipe Sampling means a sample collected by wiping a representative surface and tested in accordance with a method approved by HUD. If the Dust Wipe Sampling Inspection is required the following fees apply:

Dust Wipe Sampling Inspection - (Includes up to 10 samples)

- \$515.00/Unit

*An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the visual and dust wipe inspections for an additional \$195.00/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.

In the event of an "emergency" single unit inspection, LEW Environmental will utilize their best efforts to accommodate said request, however the fee to be charged will be determined on a case by case basis.

The fees quoted herein includes a \$100 per unit fee to be paid to the Authority for administrative services provided for implementation and operation of this Shared Services Agreement and the Program provided for herein, and a \$20 per unit fee the Authority pays to the State of New Jersey for the Lead Hazard Control Assistance Fund.

D. DURATION OF AGREEMENT.

This Agreement shall become effective as of the date noted within Section P, below. This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of one (1) year.

E. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party, with or without cause.
2. Upon termination, the Municipality will no longer have access to the program administered by LEW Environmental Services as part of this Shared Services Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the Authority, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the Authority nor the Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the Authority pursuant to this Agreement.

G. INDEMNIFICATION.

- (a) During the term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which indemnified entity, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed, work performed, obligation undertaken or not performed in connection with the Project.
- (b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) Each entity agrees as follows:
 - (i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;
 - (ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each entity agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State

of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance.

J. EVENTS OF DEFAULT.

Any one of the following shall constitute an event of default by any defaulting entity:

1. Continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;
2. Failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or
3. The filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

K. REMEDIES.

Whenever any Event of Default as described in paragraph J., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement or may terminate this Agreement by written notice to the defaulting party.

L. NO REMEDY EXCLUSIVE.

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall

impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

N. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Authority or Municipality, in his or her individual capacity, and neither the officers, agents or employees of the Authority or Municipality nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

O. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon each other entity and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for

correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

- 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
- 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
- 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey. Any legal action related to this agreement, or the performance thereof, shall only be filed in the Superior Court of New Jersey, Atlantic County, New Jersey.

P. **Effective Date.** This Agreement shall be effective as of ____ day of _____, 2023, which date shall be considered the commencement date of this Agreement.

ATTEST:

ATLANTIC COUNTY IMPROVEMENT
AUTHORITY

By: _____
Timothy D. Edmunds, P.E.
EXECUTIVE DIRECTOR

ATTEST:

MUNICIPALITY

By: _____
Erland Chau
MAYOR

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 131-2023**

**AUTHORIZATION TO APPLY FOR THE STATE OF NEW JERSEY
FEDERAL FISCAL YEAR 2022 STATE AND LOCAL CYBERSECURITY
GRANT PROGRAM**

WHEREAS, the State and Local Cybersecurity Grant Program (SLCGP) is a federal grant program funded by the U.S. Department of Homeland Security (DHS) that aims to improve cybersecurity in state and local governments; and

WHEREAS, in New Jersey, the SLCGP is administered by the NJ Office of Homeland Security and Preparedness (NJOHSP) through its NJ Cybersecurity and Communications Integration Cell (NJCCIC); and

WHEREAS, the overall goal of the SLCGP is to improve the cybersecurity posture of state, local, and territorial (SLT) government organizations by providing assistance for managing and reducing systemic cyber risk;

WHEREAS, for Federal Fiscal Year (FFY) 2022, SLCGP funds received by NJOHSP to administer the grant will be used to provide hardware, software, and services to state and local government agencies through the NJCCIC in the form of grant resources.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield that the Municipal Clerk is authorized to submit an application for the State of New Jersey Federal Fiscal Year 2022 State and Local Cybersecurity Grant Program on behalf of the City of Northfield.

BE IT FURTHER RESOLVED that the City of Northfield accepts and agrees to comply with and fulfill each of the understandings and assurances contained in said application.

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 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

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

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-
12(b)(7) –MATTERS COVERED UNDER THE ATTORNEY CLIENT
PRIVILEGE**

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, with the City's Special Counsel for Affordable Housing, an update regarding affordable housing compliance efforts, potential future affordable housing development, and matters that fall within the attorney client privilege related thereto.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

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

A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12(b)(4) – CONTRACT NEGOTIATIONS AND N.J.S.A. 10:4-12(b)(7) MATTERS COVERED UNDER THE ATTORNEY CLIENT PRIVILEGE

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 City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the terms of a memorandum of agreement between the City of Northfield and the NJ State PBA, Mainland Local 77, related to promotional testing procedures, and NJSA 10:4-12(b)7, matters falling within the attorney client privilege related thereto.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 13^h day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 8-2023**

AN ORDINANCE OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY ESTABLISHING A SINGLE JOINT MUNICIPAL COURT WITH THE TOWN OF HAMMONTON; REPEALING AND AMENDING CHAPTER 18 OF THE GENERAL ORDINANCES OF THE CITY OF NORTHFIELD; AND APPROVING A JOINT MUNICIPAL COURT AGREEMENT FOR THE OPERATION OF THE JOINT MUNICIPAL COURT WITH THE TOWN OF HAMMONTON

WHEREAS, N.J.S.A. 2B:12-1(b) authorizes the formation of a single Joint Municipal Court provided that an Agreement is entered into by the Town of Hammonton and City of Northfield and provided that the Agreement is filed with the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County; and

WHEREAS, the City Council of Northfield has determined that it is in the best interest of the City to establish a Joint Municipal Court with the Town of Hammonton; and

WHEREAS, Northfield desires to establish a Joint Municipal Court with Hammonton for, *inter alia*, reasons of efficiency and economy; and

WHEREAS, Northfield further desires to enter into an agreement to form a Joint Municipal Court with the Town of Hammonton; and

WHEREAS, the Joint Municipal Court serving Hammonton and Northfield shall be established on and as of January 1, 2024 and commence operations on January 1, 2024; and

WHEREAS, the City Council of Northfield deems it in the best interest of the City to withdraw from the Central Municipal Court of Atlantic County and establish a Joint Municipal Court with the Town of Hammonton for, *inter alia*, reasons of efficiency and economy.

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

Section 1

The Municipal Court of the City of Northfield is hereby abolished and Chapter 18 of the City Code is hereby repealed, in its entirety, and replaced to read as follows:

§18-1 Joint Municipal Court established.

A Joint Municipal Court is hereby established pursuant to the provisions of N.J.S.A. 2B:12-1, et seq., as amended and supplemented, consisting of the Town of Hammonton and City of Northfield (the “Participating Municipalities”). The Joint Municipal Court is created in accordance with a certain Agreement for Joint Municipal Court for the Municipalities of the Town of Hammonton and City of Northfield executed on behalf of the Municipalities of the Town of Hammonton and City of Northfield.

§18-2 Name.

The name of the Joint Municipal Court shall be the “Joint Municipal Court of the Town of Hammonton.”

Section 2

This Ordinance shall take effect following adoption and approval in the time and manner prescribed by law. All summons, warrants and other matters issuing, arising from or within the jurisdiction of the City of Northfield, except those summons, warrants and other matters exempt pursuant to N.J.S. 2B-12-35, shall be within the jurisdiction of the Joint Municipal Court of the Town of Hammonton on and after January 1, 2024, including those matters arising prior to such date which have not been completed/finally adjudicated by January 1, 2024.

Section 3

The purpose of this Ordinance is to establish a single Joint Municipal Court to be located in the Town of Hammonton at 100 Central Avenue, Hammonton, New Jersey 08037.

Section 4

The City Council of the City of Northfield hereby approves the terms and conditions of the Agreement for a Joint Municipal Court for the Municipalities of the Town of Hammonton and City of Northfield to establish the “Joint Municipal Court of the Town of Hammonton” such Agreement attached hereto and incorporated herein by reference. The Mayor and Clerk of Northfield are hereby expressly authorized to execute and deliver the aforesaid Agreement on behalf of the City of Northfield.

Section 5

The jurisdiction of the Joint Municipal Court of the Town of Hammonton shall be coextensive with the municipal territory of the Participating Municipalities.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such

adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect following adoption and approval in the time and manner prescribed by law.

The above Ordinance was introduced and passed on its first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey held on June 13, 2023 and will be taken up for a second reading, public hearing and final passage at a meeting of said Council held June 27, 2023 in Council Chambers, City Hall, Northfield, New Jersey.

Mary Canesi, RMC, Municipal Clerk

Erland Chau, Mayor

FIRST READING:	June 13, 2023
PUBLICATION:	June 20, 2023
SECOND READING:	June 27, 2023
PUBLICATION:	July 6, 2023

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 132-2023**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-
12(b)(7) –MATTERS COVERED UNDER THE ATTORNEY CLIENT
PRIVILEGE**

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, with the City's Special Counsel for Affordable Housing, an update regarding affordable housing compliance efforts, potential future affordable housing development, and matters that fall within the attorney client privilege related thereto.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 133-2023**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-
12(b)(4) – CONTRACT NEGOTIATIONS AND N.J.S.A. 10:4-12(b)(7)
MATTERS COVERED UNDER THE ATTORNEY CLIENT PRIVILEGE**

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 City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the terms of a memorandum of agreement between the City of Northfield and the NJ State PBA, Mainland Local 77, related to promotional testing procedures, and NJSA 10:4-12(b)7, matters falling within the attorney client privilege related thereto.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 13^h day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 134-2023**

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF NORTHFIELD AND MAINLAND PBA
LOCAL NO. 77 REGARDING PROMOTIONAL PROCESS FOR
LIEUTENANTS AND CAPTAINS IN THE NORTHFIELD POLICE
DEPARTMENT**

WHEREAS, the City of Northfield, Atlantic County, New Jersey (the City) and Mainland PBA Local No. 77 (the PBA) are parties to a collective negotiations agreement covering the terms and conditions of employment for all members of the Northfield Police Department below the rank of Captain; and

WHEREAS, the City and PBA acknowledge that certain aspects of the promotional process regarding procedures are subject to negotiations; and

WHEREAS, the parties have discussed an alternative promotional process for Lieutenants and Captains of the Northfield Police Department which shall be in place temporarily for a specific period of time and based on specific reasons as set forth in a Memorandum of Agreement (the MOA), a copy of which is attached hereto; and

WHEREAS, by entering into this MOA, the City is not waiving any management rights to determine promotional criteria or aspects of the promotional process which may fall outside of the scope of negotiations; and

WHEREAS, the PBA has approved and executed the MOA; and

WHEREAS, individuals specifically mentioned in the MOA have reviewed, approved and executed the MOA; and

WHEREAS, the Common Council of the City of Northfield has reviewed and discussed those terms in an executive session on June 13, 2023; and

WHEREAS, the Common Council of the City of Northfield desires to approve the MOA and move forward in accordance with the terms outlined therein.

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

1. The terms of the preamble are hereby restated as if set forth in full herein.
2. The Memorandum of Agreement between the City of Northfield and Mainland PBA Local No. 77, revising, on a temporary basis, the promotional procedures for Lieutenants and Captains in the

Northfield Police Department is hereby adopted, and a copy of said Agreement is hereby annexed to this Resolution.

3. The terms of the Memorandum of Agreement shall take effect immediately and all officers and employees of the City are hereby authorized to act in accordance with the terms contained therein.

BE IT FURTHER RESOLVED that the Mayor and Council President are hereby authorized to execute the said Agreement on behalf of the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 13th day of June, 2023.

Mary Canesi, RMC, Municipal Clerk

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 June 13, 2023

DATE: June 9, 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 the Public Works Director on March 9, 2020, to go over a 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 a few issues which need to be addressed in the asset management plan. (5-14-21) waiting for 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. **(6-9-2023) 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 and 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 are 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 on 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. (4-28-2023) We received \$80,000 grant for the bandstand area upgrade at BGP, also Qwin requested a \$25,000 grant from NJDEP to assist New Jersey municipalities in upgrading their MS4 Stormwater Programs to comply with the requirements of the 2023 Tier A MS4 Permit renewal. Also, we need to determine which street reconstruction project we want to apply to the Fiscal 2024 Municipal Aid grant. **(6-9-2023) working on the 2024 Municipal Air Grant**

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 projects 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 is 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 finished 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. (3-17-2023) I scheduled to appear at court on March 28, 2023, regarding the illegal street opening done by the NJAWC. (3-31-2023) The prosecutor recommended that we work this issue out with the NJAWC, I directed them to Chapter 330: Streets and Sidewalks § 330-15: Newly paved streets, at this point they will need to pave the entire block. (4-14-2023) I was contacted by the NJAWC to arrange for the repaving of Putting Green block between Broad and Cecil. (4-28-2023) we had an emergency opening at 2200 Cornwall Avenue on 4-27-2023. **(6-9-2023) The NJAWC started the main upgrade along Oak Avenue on 6/5/2023 work should be completed by min July.**

NF13-03 Street Opening:

(6-9-2023) 12 opening permits were 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, the 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 a meeting with the Contractor to finalize the quantities for the change order and final payment. **(6-9-2023) No update**

PROJECT IS COMPLETED

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 are 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 a 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 a 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 of a couple drainage issues along Merritt and Ridgewood. (10-7-2022) The contractor corrected the drainage issue along Merritt and Ridgewood, and still needs to correct the minor puddle by Route 9. (10-21-2022) Final change order has been finalized and needs Council's approval before we can close out this project with the NJDOT. (4-28-2023) Waiting on the NJDOT representative to help in updating the PMRS. **(6-9-2023) I am in the process of updating the PMRS so we can close out this project.**

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 a 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(3-3-2023) Contractor started the slip lining on 2-27-2023. (3-17-2021) The Contractor is attempting to fix the damaged liner along New Road in front of McDonald, the Contractor will try next week one more method to remove the damaged liner, if it fails, they will need to excavate and replace the pipe. (3-31-2023) The Contractor is not able to fix the liner without removing the pipe, they are in the process of getting the contractor to get this work done, it will take 2 nights to fix it. (4-14-2023) the contractor is in the process of removing the damage liner the night work started on April 18th and will be completed by the 18th. (4-28-2023) the repair to damaged liner was completed on 4-20-2023. **(6-9-2023) There is a one-point repair needed, the contractor was on site on June 8th this work should be completed by June 16, 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 to 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. **(6-9-2023) no updates.**

NF13-53 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 "Reconstruction of Oak Avenue" at the Municipal Building on January 4, 2023. The lowest bidder for the project was Arawak paving Co, Inc with a total bid of \$268,900.00. (3-31-2023) The Contractor asked if we want to postpone the paving until the school is out. **(6-9-2023) Pavement is on hold until the NJAWC main upgrade and services are finished.**