

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
MARCH 19, 2019**

**MEETING CALLED TO ORDER** by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 5, 2019.

**FLAG SALUTE**

**ROLL CALL OF COUNCIL MEMBERS:**

Deweese, Korngut, Madden, O'Neill, Perri, Smith, Lischin

**APPROVAL OF MINUTES** – March 5, 2019

**7PM PRESENTATION:** American Legion, Officer of the Year - Patrolman Herbert Kreuz

**COMMITTEE REPORTS**

**Councilman Perri** - Public Works, Roads, Engineering, Sewer Operations, Planning Board, Senior Citizens

**Councilman O'Neill** - Inspections, Code Enforcement, Housing/Zoning, Court/Violations, FAN,

**Councilwoman Korngut** – Library, Municipal Alliance, Northfield School, Economic Development, Chamber of Commerce, Technology/MRHS Channel 2

**Councilman Dewees** - Buildings/Grounds, Athletic Fields, Bike Path, Parks, Playgrounds

**Councilman Smith**– Finance/Collections, Little League/Babe Ruth, Shared Services

**Councilwoman Madden** – Insurance and Safety, Mainland Regional

**Council President Lischin** - Fire Department/EMS, Cultural Committee

**MAYOR'S REPORT**

**CITY ENGINEER'S REPORT**

**PUBLIC SESSION/FIVE MINUTES PER SPEAKER**

**RESOLUTIONS**

**76-2019** Authorizing Schaeffer, Nassar, Scheidegg Consulting Engineers to Proceed with Certain Projects – Sanitary Sewer Pump Station Upgrades at Zion Road, and Asset Management Plan

**77-2019** Establishing the Easter Egg Hunt at Birch Grove Park as a City Event Sponsored by the Northfield Mothers' League



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 76-2019**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING  
ENGINEERS TO PROCEED WITH CERTAIN PROJECTS – SANITARY  
SEWER PUMP STATION UPGRADES AT ZION ROAD, AND ASSET  
MANAGEMENT PLAN**

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

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

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

<u><b>Project Description</b></u>	<u><b>Estimated Purchase Order Amount</b></u>
Preparation of existing conditions plan, station upgrade engineering design plans, permitting, construction plans and specifications for the upgrade of the Sanitary Sewer Pump Station at Zion Road Submission of NJEIT applications	\$37,800.00
<b>Total</b>	<b>\$37,800.00</b>

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield held this 19th day of March, 2019.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 77-2019**

**ESTABLISHING THE EASTER EGG HUNT  
AT BIRCH GROVE PARK AS A CITY EVENT  
SPONSORED BY THE NORTHFIELD MOTHERS' LEAGUE**

**WHEREAS** the Northfield Mothers' League is a non-profit group organized for the sole benefit of families residing in the City of Northfield; and

**WHEREAS**, the Northfield Mothers' League organizes and runs events throughout the City of Northfield; and

**WHEREAS**, the City of Northfield will host an annual Easter Egg Hunt at Birch Grove Park and is desirous of having the Northfield Mothers' League sponsor and manage said event on behalf of the City.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Governing Body of the City of Northfield that the annual Easter Egg Hunt at Birch Grove Park shall be sponsored and managed by the Northfield Mothers' League 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 City Council of Northfield, held this 19<sup>th</sup> day of March 2019.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 78-2019**

**TO APPROVE AN APPLICATION FOR USE OF FACILITIES**

**WHEREAS**, Northfield Community Middle School Principal Mr. Kevin Morrison has properly submitted an Application for Use of Facilities requesting the use of Birch Grove Park, including the Football Field, All-Purpose Field, Girls Softball Field, and Little League, Major League, Tee Ball and Babe Ruth Baseball Fields for the annual Northfield Community School Field Days on the following dates and times:

Monday, June 10th, from 8:30am to 3:00pm

*Rain date Tuesday, June 11th*

Wednesday, June 12<sup>th</sup>, from 8:30am to 3:00pm

*Rain date Thursday, June 13<sup>th</sup>*

**WHEREAS**, the Presidents of Northfield Little League, Babe Ruth Baseball, and the Family Association of Northfield have advised that all fields are available on the requested dates and times; and

**WHEREAS**, the Superintendent of Public Works has advised that he has no concerns with the dates being requested; and

**THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Kevin Morrison subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 19<sup>th</sup> day of March 2019.

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Mary Canesi, RMC, Municipal Clerk

# CITY OF NORTHFIELD

## Application for Use of Facilities

Name and Address of Organization: Northfield Community School  
2000 New Road

Tell Us Who You Are / Description and Purpose of Organization: \_\_\_\_\_

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

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

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

Name of Applicant / Responsible Party: Kevin Morrison Title/Affiliation Principal

Home Address: \_\_\_\_\_

Telephone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) 407-4008

Name and Location of Facility(ies) Being Requested: Birch Grove Park - All fields  
Baseball, Football, Soccer and Bathrooms

For the Following Purpose: Field Days

on the Following Date(s): 6/10 - rain date (6/11) + 6/12 - rain date 6/13

Specify the Hours of Use: From: 8:30 To: 3:00

# of Participants per Date: 250 # of Participants who are Northfield Residents: \_\_\_\_\_

Will Juveniles be Present? Yes  No \_\_\_\_\_ If Yes, What Ages? 9-14

*Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application*

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

If Yes, Name of Municipality/ies: \_\_\_\_\_

Date/s and Disposition of Request/s: \_\_\_\_\_

*Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.*

**NO ALCOHOLIC BEVERAGES PERMITTED**

APPLICANT: Kevin Morrison DATE: 3/11/19  
Signature

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

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

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 79-2019**

**A RESOLUTION RATIFYING THE AMENDED CONTRACT  
OF DANIEL D. ALSOFROM, THE MUNICIPAL PROSECUTOR  
FOR THE CITY OF NORTHFIELD**

**WHEREAS**, as provided by N.J.S.A. 2B:12-1(c), the Shared Court Agreement between the City of Northfield and the City of Linwood provides that there shall be a shared Municipal Prosecutor; and

**WHEREAS**, the Shared Court Agreement provides that the Prosecutor shall be appointed for a one year term by the municipality that did not appoint the Municipal Judge; and

**WHEREAS**, the City of Linwood has appointed Daniel D. Alsofrom having offices at 1630 New Road, Northfield, NJ, 08225, for a one year term as per the Shared Court Agreement, and has confirmed said appointment in an Amended Contract with Alsofrom; and

**WHEREAS**, the Common Council of the City of Northfield is desirous of ratifying the aforesaid Amended Contract with the Prosecutor;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the Amended Contract of Daniel D. Alsofrom, Prosecutor for the City of Northfield for the period January 1, 2019 through December 31, 2019, is hereby confirmed and ratified.

**BE IT FURTHER RESOLVED**, that the anticipated value of the contract is \$25,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

**BE IT FURTHER RESOLVED**, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against lines 01-25-275-200 and 01-42-455-400.

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 19<sup>th</sup> day of March, 2019.

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Mary Canesi, RMC, Municipal Clerk

## **AMENDED CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

THIS AMENDED AGREEMENT is entered into retroactively this 3rd day of January, 2019, between the CITIES OF LINWOOD AND NORTHFIELD, municipal corporations of the State of New Jersey, (hereinafter referred to as "Cities") and DANIEL D. ALSOFROM, ESQUIRE, (hereinafter referred to as "Contractor"), who hereby agree to the terms and conditions and set forth in this Contract for the provision of professional legal services:

The parties agree to the following provisions:

- a. In exchange for the consideration herein stated, the Contractor agrees to provide professional legal services and perform and act as the Municipal Prosecutor for the Cities of Linwood and Northfield pursuant to a Shared Services Agreement.
- b. In consideration for providing said services as the Municipal Prosecutor for the Cities of Linwood and Northfield, the Cities will pay Contractor a retainer fee of \$23,400.00 and \$100.00 per hour for ancillary work, i.e. responses to motions as outlined in the proposal submitted and incorporated herewith, but with an annual cap of \$2,500.00. The Contractor will submit twelve (12) equal monthly invoices to the City of Northfield for payment of the retainer fee. Any overage must be approved by City Council in writing in advance.
- c. The Municipal Prosecutor shall make himself available, as necessary and required by the Municipal Judge, Municipal Court Personnel and the Northfield and Linwood Police with regard to any Municipal Court matters.
- d. The Municipal Prosecutor shall personally attend all Municipal Court Hearings whenever possible.
- e. This Professional Service contract commences January 1, 2019 and expires December 31, 2019.
- g. The Prosecutor agrees that this Agreement may be terminated by Cities in its sole discretion for any reason on thirty (30) days prior written notice. The Prosecutor further agrees that this Agreement may be terminated by Cities at any time "for cause." As used herein, the term "for cause" shall include, but not be limited to, embezzlement; dishonesty; disloyalty; breach of this Agreement; the continued or repeated failure or inability of Prosecutor to perform his duties and responsibilities pursuant to the terms of this Agreement; the commission by Prosecutor of an act of moral turpitude which has or could have an adverse effect on the Cities or its business; Prosecutor's conviction or plea of nolo contendere to felony or misdemeanor if such misdemeanor involves a crime of dishonesty or fraud; the use by Prosecutor of drugs or alcohol intemperately; or the commission by Prosecutor of any willful or intentional act causing intentional injury or potential harm to the Cities, its employees or against its business. As used herein the term "disloyalty" shall be defined as unauthorized disclosure of information about the



Cities or unauthorized public statements about the Cities or its business which could have an adverse effect on the Cities or City's business.

- h. The parties hereto specifically agree that the Contractor is not to be deemed an employee of the City of Northfield or the City of Linwood.
- i. This Contract is between an independent contractor and the City of Northfield and the City of Linwood and is not a Contract of Employment.
- j. This Contract is made in conformity with the Local Public Contracts Law of the State of New Jersey and shall be construed as to comply therewith.
- k. This Contract has been awarded to DANIEL D. ALSOFROM, ESQUIRE based on the merits and abilities of DANIEL D. ALSOFROM to provide the goods and services as described herein. This Contract was awarded through a "non-fair and open process" pursuant to N.J.S.A. 19:44A- 20.4 et seq.
- l. This Agreement supersedes any and all other Agreements, either oral or written, between the parties with respect to the Contract of providing services to the City of Northfield or the City of Linwood. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements orally or otherwise have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no agreement, statement or promise not contained in this Agreement shall be valid or binding.
- m. Neither Contractor nor the Cities may modify, amend, or waive the terms of this Agreement other than by written instrument signed by the Cities or Contractor.
- n. The Contractors' back up/alternate Prosecutor shall be Carl N. Tripician, Esquire.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

**ATTEST:**

**CITY OF NORTHFIELD**

\_\_\_\_\_  
Mary Canesi, Municipal Clerk

By: \_\_\_\_\_  
Erland Chau, Mayor

**ATTEST:**

**CITY OF LINWOOD**

\_\_\_\_\_  
Leigh Ann Napoli, Municipal Clerk

By: \_\_\_\_\_  
Richard L. DePamphilis, III, Mayor

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
Daniel D. Alsofrom, Esquire

\_\_\_\_\_

\_\_\_\_\_  
Carl Tripician, Esquire

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 80-2019**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12 REGARDING ACTIVE LITIGATION IN THE MATTER OF WILLIAM WARD v. CITY OF NORTHFIELD AND PAUL NEWMAN, POLICE CHIEF OF THE CITY OF NORTHFIELD**

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

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

**WHEREAS**, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to a lawsuit filed in Atlantic County Superior Court by William Ward against the City of Northfield and Police Chief Paul Newman; and

**WHEREAS**, the purpose of this meeting is to provide a status update to the Common Council of the City of Northfield with regard to the lawsuit and to discuss the terms of a possible settlement offer.

**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 19<sup>th</sup> day of March, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 81-2019**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12 REGARDING ACTIVE LITIGATION IN THE MATTER OF WILLIAM CORNELL v. CITY OF NORTHFIELD AND PAUL NEWMAN, POLICE CHIEF OF THE CITY OF NORTHFIELD**

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

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

**WHEREAS**, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to a lawsuit filed in Atlantic County Superior Court by William Cornell against the City of Northfield and Police Chief Paul Newman; and

**WHEREAS**, the purpose of this meeting is to provide a status update to the Common Council of the City of Northfield with regard to the lawsuit and to discuss the terms of a possible settlement offer.

**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 19<sup>th</sup> day of March, 2019.

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Mary Canesi, RMC, Municipal Clerk