

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MAY 21, 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 – May 7, 2019

7:00PM OATH OF OFFICE – FIRE DEPARTMENT CAPTAIN BENJAMIN NIXON

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

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

117-2019 Authorization for William Ward to Purchase His City Issued Service Handgun

118-2019 Authorization for William Cornell to Purchase His City Issued Service Handgun

119-2019 Resolution Inserting an Item of Revenue in the 2019 Budget

120-2019 To Appoint Certified Municipal Registrar

121-2019 Authorizing an Agreement Between the County of Atlantic and the City of Northfield Regarding the Installation and Maintenance of Flashing Signal Equipment on Shore Road

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MAY 21, 2019**

PAYMENT OF BILLS \$ 901,166.56

MEETING NOTICES

Primary Election	June 4, 2019	6am-8pm Northfield Community School
City Council	June 18, 2019	6pm Work Session Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 117-2019**

**AUTHORIZATION FOR WILLIAM WARD
TO PURCHASE HIS CITY ISSUED SERVICE HANDGUN**

WHEREAS, effective June 1, 2019 Sergeant of Police William Ward will have retired and pursuant to the terms of a negotiated settlement agreement is entitled to purchase his City-issued service handgun at fair market value; and

WHEREAS, City of Northfield Chief of Police Paul Newman received a quote in the amount of \$305.00 for the purchase of a Glock Model 21 handgun from Witmer Public Safety Group, 104 Independence Way, Coatesville PA 19320; and

WHEREAS, Witmer Public Safety Group has agreed to handle the transaction and the purchase by William Ward of the Glock Model 21 handgun, serial number VGA900, and return the money to the City of Northfield in the form of a check from Witmer Public Safety Group.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that as of June 1, 2019, that retired Sergeant of Police William Ward shall be entitled to receive his service handgun in this manner. Said transaction and purchase to include proof of all required licenses and permits for possession of said weapon and to be handled through Witmer Public Safety Group, 104 Independence Way, Coatesville PA 19320.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 21st day of May, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 118-2019**

**AUTHORIZATION FOR WILLIAM CORNELL
TO PURCHASE HIS CITY ISSUED SERVICE HANDGUN**

WHEREAS, effective June 1, 2019 Sergeant of Police William Cornell will have retired and pursuant to the terms of a negotiated settlement agreement is entitled to purchase his City-issued service handgun at fair market value; and

WHEREAS, City of Northfield Chief of Police Paul Newman received a quote in the amount of \$305.00 for the purchase of a Glock Model 21 handgun from Witmer Public Safety Group, 104 Independence Way, Coatesville PA 19320; and

WHEREAS, Witmer Public Safety Group has agreed to handle the transaction and the purchase by William Cornell of the Glock Model 21 handgun, serial number VLP855, and return the money to the City of Northfield in the form of a check from Witmer Public Safety Group.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that as of June 1, 2019, that retired Sergeant of Police William Cornell shall be entitled to receive his service handgun in this manner. Said transaction and purchase to include proof of all required licenses and permits for possession of said weapon and to be handled through Witmer Public Safety Group, 104 Independence Way, Coatesville PA 19320.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 21st day of May, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 119-2019**

**RESOLUTION INSERTING AN ITEM OF REVENUE
IN THE 2019 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 \$1,125.00 Grant from the New Jersey American Water Company and wishes to amend its 2019 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 2019:

Miscellaneous Revenue

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

New Jersey American Water Company

2019 Volunteer Firefighter and Emergency Responder Grant Program

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$1,125.00 is hereby appropriated under the caption of:

General Appropriations

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

New Jersey American Water Company

2019 Volunteer Firefighter and Emergency Responder Grant Program

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 21st day of May, 2019.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 120-2019**

TO APPOINT CERTIFIED MUNICIPAL REGISTRAR

IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield, County of Atlantic, State of New Jersey, that the following appointment is hereby made, confirmed and ratified:

THREE YEAR TERM / January 1, 2019 - December 31, 2021:

REGISTRAR – Robin Atlas, CMR

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 21st day of May, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 121-2016**

**AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF
ATLANTIC AND THE CITY OF NORTHFIELD REGARDING THE
INSTALLATION AND MAINTENANCE OF FLASHING SIGNAL
EQUIPMENT ON SHORE ROAD**

WHEREAS, the City of Northfield (Municipality) and County of Atlantic (County) desire to enhance vehicular movement along County Road 585 (Shore Road) and also desire to enhance the ingress and egress to the facilities and improvements located along said County Road; and

WHEREAS, the County and Municipality therefore desire to cooperatively develop, install, maintain and operate flashing traffic signal equipment in accordance with the general specifications to be developed by the Atlantic County Engineer, along the County right-of-way at the following location:

Northfield Fire Department, Shore Road (CR 585)

WHEREAS, the County and the Municipality agree to said installation in accordance with the terms of the attached Agreement; and

WHEREAS, said Agreement has been presented and reviewed and is found to be acceptable; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield that the Mayor and Municipal Clerk be and are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Northfield with the County of Atlantic for the installation of a flashing traffic signal equipment along the County right-of-way at the following location:

Northfield Fire Department, Shore Road (CR 585)

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 21st day of May, 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 121-2019, ATTACHMENT

**AGREEMENT BETWEEN THE COUNTY OF ATLANTIC AND THE CITY OF NORTHFIELD
REGARDING THE INSTALLATION AND MAINTENANCE OF FLASHING SIGNAL EQUIPMENT AT
VARIOUS LOCATIONS**

THIS AGREEMENT made on the _____ day of _____, 2019, by and between the **City of Northfield**, a municipal corporation with offices located at 1600 Shore Road, Northfield, NJ 08225 (hereinafter referred to as the "Municipality") and the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County").

BACKGROUND STATEMENT

1. The Municipality and the County desire to enhance vehicular movement along the County road described herein, and also desire to enhance the ingress and egress to the facilities and improvements located along said County road, as also described below. The County and the Municipality therefore desire to cooperatively develop, install, maintain and operate flashing traffic signal equipment in accordance with the general specifications to be developed by the Atlantic County Engineer (the "Improvements").
2. Flashing traffic signal equipment shall be installed along the County right-of-way at the following locations:

A. Northfield Fire Department, Shore Road (CR 585)

See attached *Exhibit A: Design Plans* for specific location and equipment details.

3. The County and the City therefore desire to enter into this Agreement, to set forth their mutual understandings and undertakings regarding the proposed improvements, as authorized by Atlantic County Resolution # _____, adopted by the Board of Chosen Freeholders on _____ and by Municipal Resolution # _____, adopted on _____.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein contained, the County and Municipality agree as follows:

- 1. INCORPORATION OF RECITALS:** The paragraphs set forth above under the heading "Background Statement" are incorporated herein by this reference as if fully set forth at length.
- 2. COUNTY UNDERTAKINGS:** The County shall be responsible for the following tasks and undertakings:
 - A. Prepare plans, specifications, survey data, analysis and correspondence necessary to design and construct flashing beacons at the locations described on the attached **Exhibit A- Design Plans**.
 - B. The County shall be responsible for developing any traffic control plan, permit, utility relocation and utility service which may be required for the Improvements.
 - C. Upon completion of plans and specifications, the County shall provide relevant plans to the Municipality for informational purposes.
 - D. Provided that the Municipality has no objection to the proposed plans and specifications, the County shall procure materials and install the Improvements in accordance with the County Engineer's plans and recommendations.
 - E. The County shall provide training to each of the proposed facility operators that are designated by the Municipality as responsible for initial operation of the equipment.
- 3. MUNICIPAL UNDERTAKINGS:** In consideration for the County's undertakings set forth above, the Municipality agrees that it shall be fully responsible for operation, repair and maintenance of the Improvements upon completion of installation by the County.
- 4. PAYMENT OBLIGATIONS AND DISBURSEMENT OF FUNDS:** The County shall be responsible for 100% of all costs associated with the installation of the proposed flashing signal equipment.
- 5. OWNERSHIP OF THE EQUIPMENT:** Upon completion of the installation by the County, ownership of the Improvements, including any base support and utility service lines, shall be vested in the Municipality. Such transfer shall be deemed automatic upon the County's notice to the Municipality that the Improvements are complete and shall not require any further act on the part of the County or the Municipality.
- 6. NO INTERFERENCE WITH THE COUNTY OPERATIONS:** The operations and activities permitted herein shall be performed, operated and maintained by the Municipality in a manner that

shall not (in the opinion of the County Engineer) cause any interference with or impose any limitation upon the movement and safety of traffic traveling along the County road, or cause any damage to County property (including fixtures or equipment), or which shall otherwise interfere with County operations or interests.

The Municipality's use, operation and maintenance of the Improvements, and all other obligations of the Municipality hereunder, shall be performed at the sole cost and expense of the Municipality and at no cost to the County.

7. **LICENSE TO OPERATE AND MAINTAIN THE IMPROVEMENTS:** The County hereby grants to the Municipality, and the Municipality accepts from the County, permission and license to own, operate and maintain the Improvements during the term of this agreement, subject to the terms and conditions set forth herein. The area of the license is approximately depicted on the design plans attached hereto as **Exhibit A**. The final location of the License Area will be confirmed by an "as built" plan that will be provided by the County upon completion of the installation work.

The Municipality shall not use the Improvements for any other purpose, except as specifically permitted herein. The Municipality shall not sublease or allow use of the Improvements, or any portion thereof, by any other party for any purpose.

8. **INSPECTION AND ACCEPTANCE OF THE WORK:** The County shall cause the Improvements to be inspected as work proceeds. Upon installation of the Improvements, the Municipality shall be provided with any manual, specifications, software and/or other materials that may be necessary to properly operate and maintain the Improvements, to the extent that such materials are available to the County.
9. **CROSS INDEMNIFICATION:** The County agrees to indemnify, defend and hold the Municipality harmless to the extent of any claims arising from, or connected with, the design and installation of the Improvements. The Municipality agrees to indemnify, defend and hold the County harmless from any claim arising from, or connected with, operation and maintenance of the Improvements from the date of the County's notice of completion. Nothing herein shall be deemed to confer upon any third party a cause of action against either the Municipality or the County. Nothing herein shall be deemed to waive any requirement or immunity provided by the New Jersey Tort Claims Act or otherwise available to the County or the Municipality as a matter of law or equity.
10. **CONSIDERATION:** The Municipality and County agree and acknowledge that the Improvements will benefit the residents of the Municipality and the County, and will fulfill Municipality and County needs and purposes. The County and Municipality agree that this constitutes adequate consideration to support this agreement.

11. TERM:

- A. The County shall complete design and installation of the Improvements within two (2) years from the execution date (i.e., on or before _____, 2021).
- B. In addition, upon completion of the Improvements, the Municipality shall be automatically vested with a license and permission to operate, repair, replace and maintain the flashing beacon improvements in accordance with the County Engineer's approved design plans, for a period of twenty (20) years, which is estimated by the parties to represent the useful life of the Improvements. If the equipment remains operational upon the expiration of the term of this agreement, the parties may mutually agree to extend the term for such additional period of years as may reflect the operational capacity of the Improvements.

12. RE-ENTRY AND TERMINATION OF THE LICENSE:

- A. County reserves the right to enter upon the license area, or any part thereof, either by itself, its employees, agents, contractors or subcontractors for the County's public purposes. The County may require Municipality to alter, reconstruct or remove Municipality's improvements from the ROW, whenever such entry, alteration, reconstruction or removal is deemed reasonably necessary to serve the County's interests in operating and maintaining the public right of way and related improvements or extension of any County facilities or services. In the event of any such interference, alteration, removal or relocation, the Municipality shall not be entitled to any compensation or damages of any nature whatsoever including, but not limited to, replacement of Improvements, provided, however, that the County shall cooperate with the Municipality to minimize disruption and identify alternative locations for the Improvements
- B. Upon such interference, alteration, removal or relocation, the County may either declare this license terminated and of no further effect, or declare this license amended to incorporate the interference, alteration, removal or relocation of the Improvements.

13. NO WAIVER OF CLAIMS: Notwithstanding any provision herein to the contrary, the expiration or termination of this agreement shall not constitute a waiver or abrogation of any claims or defenses which may exist as a consequence of the provisions hereof.

14. CHOICE OF LAW: This agreement shall be governed by and in accordance with the laws of the State of New Jersey, and any disputes concerning this Agreement shall be brought before the Superior Court of New Jersey, Atlantic County, which shall be the exclusive venue for such actions.

- 15. ENTIRE AGREEMENT:** This agreement embodies the entire agreement between the parties hereto relative to the subject matter hereof. No variation, modification, change or amendment shall be binding upon any party hereto unless executed by said party.
- 16. PARTIAL INVALIDITY:** If any term or provision of this agreement, or any application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law, except to the extent that may frustrate the entire purpose of this agreement.
- 17. DEFAULT:** In the event that either party shall fail or refuse to perform, or otherwise become in default of any of the terms and conditions of this agreement, then the non-defaulting party shall be permitted to proceed with every available legal and/or equitable remedy. The commencement of any one or more remedies shall not be deemed to prevent the commencement of any other claim or remedy. A failure on the part of the County to object to any default or inaction on the part of the Municipality or its contractor(s), no matter how long the same may continue, shall in no event be deemed to constitute a waiver of any of the Municipality's obligations hereunder.
- 18. NOTICE:** Any notice required to be given to any party hereunder shall be in writing, and shall be either by certified United States mail, postage prepaid, or by telefax communication, and shall be given as follows:

If to the County:	County Counsel Department of Law 1333 Atlantic Avenue, 8 th Floor Atlantic City, NJ 08401	County Engineer Office of Planning and Engineering Rt. 9 and Dolphin Avenue Northfield, NJ 08225
If to the Municipality:	Mary Canesi, Clerk 1600 Shore Road Northfield, NJ 08225	

19. SURRENDER OF THE LICENSE AREA AND REMOVAL OF THE LICENSEE'S PROPERTY:

- A. Upon the expiration of the license term, or upon any sooner termination of this license, the Municipality shall remove all of its Improvements from the County right-of-way, and shall promptly restore the right-of-way in accordance with all applicable ordinances and regulations that are generally applicable to the right-of-way, to the satisfaction of the County Engineer. All required work and materials shall be performed by the Municipality at no cost to the County. Upon acceptance of the Municipality's restoration work, the Municipality shall quit and

surrender its right to use and occupy the license area as set forth in this agreement.

- B. Any equipment, fixtures, goods or other property of the Municipality or its agents, members or invitees, not removed by the Municipality within 30 days from the date of the termination of this license, or upon any quitting, vacating or abandonment of the premises by the Municipality, may be removed by the County. The Municipality shall restore the County right-of-way to a condition that is acceptable to the County Engineer, in accordance with the ordinances and standards that generally govern restoration of County rights-of-way at the sole expense of the Municipality. Failure of the Municipality to remove its Improvements and restore the right-of-way shall be a default by the Municipality, in which event any fixtures or improvements of the Municipality remaining in the right-of-way shall be considered as abandoned. The County shall have the right, without any notice or further condition, to remove, sell, demolish or otherwise dispose of same and undertake such corrective measures as the County Engineer may deem necessary to restore the right-of-way. The County shall not be accountable to the Municipality, or any other party claiming an interest in such abandoned property, for any such action by the County. All costs incurred by the County to remove, restore, replace or dispose of any Municipality property, including right of restoration costs, shall be paid or reimbursed by the Municipality, within ten days after the County's issuance of an invoice or demand for such costs.

20. SURVIVAL OF TERMS: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstance other than those as to whom it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

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

Attest:

City of Northfield

Mary Canesi, Clerk

Erland Chau, Mayor (Date)

Approved as to Form on behalf of the City of Northfield:

City Solicitor

Attest:

County of Atlantic:

Sonya Harris, Clerk
Board of Chosen Freeholders

Dennis Levinson, County Executive (Date)

Approved as to Form on behalf of the County of Atlantic:

James F. Ferguson, County Counsel

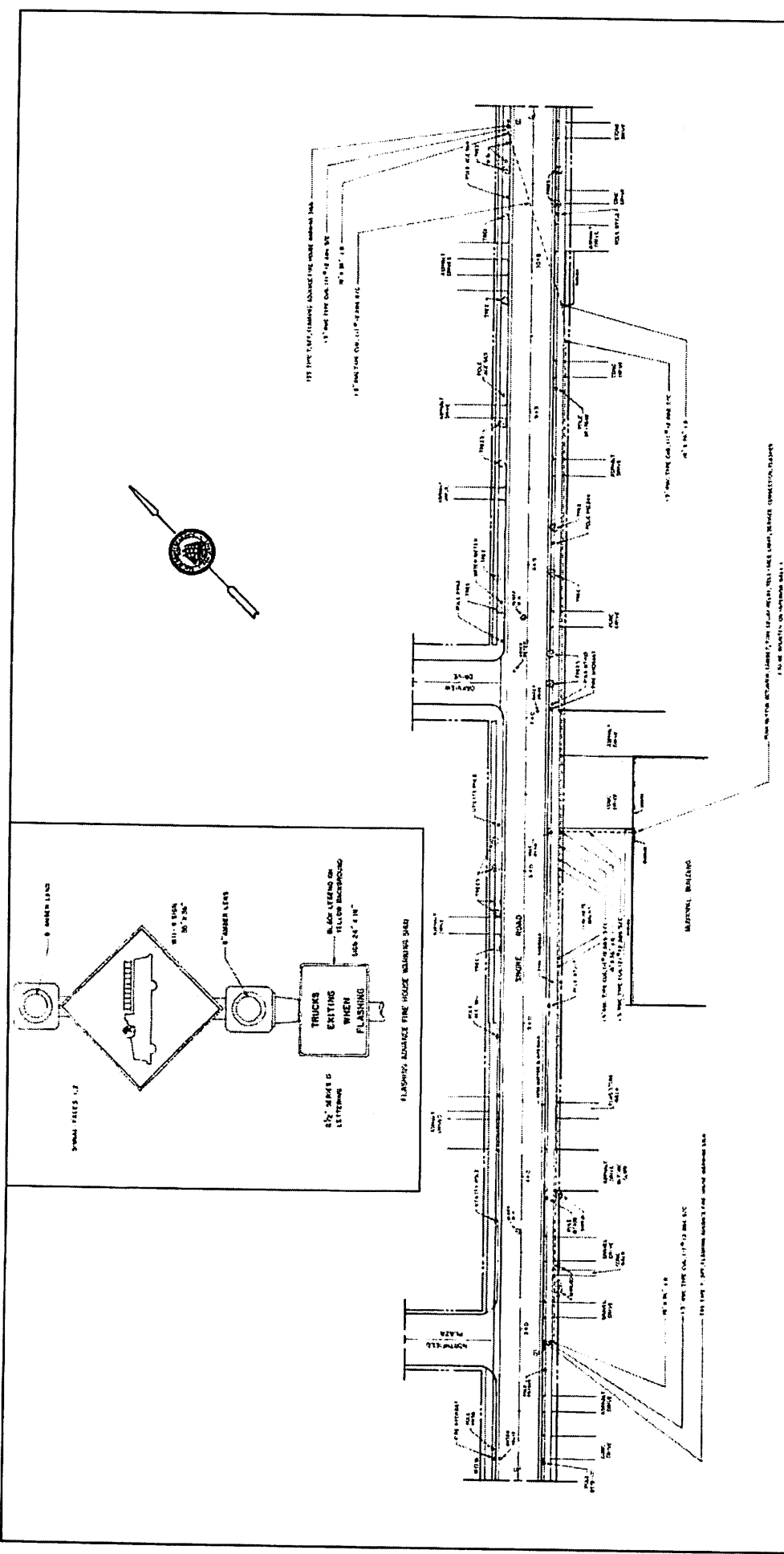
Exhibit A: Design Plan and Additional Technical Information

ADDITIONAL TECHNICAL INFORMATION: The County will provide the following upon the installation/replacement and transfer of ownership (to each Municipality) of flashing signal equipment located within School Zones:

1. One (1) license of computer software to set flasher signal equipment schedules.
2. Technical support in the form of one (1) live vendor webinar session.
3. Documentation that may include installation manual, operation manual, programming manual, maintenance manual, troubleshooting manual, and warranty information.
4. Modem to Modem Cellular Communication Plan:
 - a. If new flashing signal equipment is installed, the County will pay up front for a 5 year service plan.
 - b. If replacement flashing signal equipment is installed, the County will cover the costs associated for time remaining on the existing plan
 - c. NOTE: Municipalities are responsible for all costs associated with cellular communication plans after the County's plan expires.


The County will provide the following upon the installation/replacement and transfer of ownership (to each Municipality) of flashing signal equipment located at Fire Stations:

1. Documentation that may include an installation manual, operation manual, programming manual, maintenance manual, troubleshooting manual, and warranty information.
2. Modem to Modem Cellular Communication Plan:
 - a. If new flashing signal equipment is installed, the County will pay up front for a 5 year service plan.
 - b. If replacement flashing signal equipment is installed, the County will cover the costs associated for time remaining on the existing plan
 - c. NOTE: Municipalities are responsible for all costs associated with cellular communication plans after the County's plan expires.



- NOTES
1. THE HEIGHT OF THE SIGN SHALL BE 7' MEASURED FROM THE BOTTOM OF THE SIGN TO THE INVERTED BRIDGE.
 2. ELECTRIC WIRING FOR SIGNAL TO BE SUPPLIED BY NORTHFIELD FIRE DEPARTMENT.
 3. EXISTING SIGN SHALL BE REMOVED.
 4. AS COMPLETION AT BUILDING.



	JOB NORTHFIELD FIRE HOUSE NORTHFIELD FIRE HOUSE	DETAILS
	DEPT. OF REGIONAL PLANNING & DEVELOPMENT DIVISION OF ENGINEERING 115 SOUTH STATE STREET CHICAGO, ILL. 60601	PROJECT NUMBER 115

RECORDS
 APPROVED FOR RECORDS
 NORTHFIELD FIRE HOUSE
 DEPT. OF REGIONAL PLANNING & DEVELOPMENT
 DIVISION OF ENGINEERING
 115 SOUTH STATE STREET
 CHICAGO, ILL. 60601
 EUGENE L. PETTY