

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
OCTOBER 29, 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** – October 15, 2019

**7PM PRESENTATION** - Northfield Little League 12U Boys District 16 Champions

**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**

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
OCTOBER 29, 2019**

**RESOLUTIONS**

- 207-2019** A Resolution Authorizing the Chief Financial Officer to Execute a Contract with an Approved State Contract Vendor Pursuant to N.J.S.A. 40A:11-12a
- 208-2019** A Resolution Authorizing a Contract with Jetvac Equipment for the Purchase of a Sewer Inspection Camera and Accessories
- 209-2019** Resolution Authorizing Cancellation and Refund of Taxes Pursuant To N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 on Property Known as Block 1 Lot 2.07 (3 Cedar Springs Drive)
- 210-2019** Authorizing Refund of Overpayment of Taxes
- 211-2019** A Resolution Directing the Distribution of the City of Northfield's Net Returned Surplus Funds Held in Trust by the Atlantic County Municipal Joint Insurance Fund
- 212-2019** Acknowledging Retirement of Municipal Court Administrator
- 213-2019** Authorizing an Agreement for Shared Municipal Court for the Municipalities of the City of Northfield and the City of Linwood
- 214-2019** Approval of Specifications and Authorization to Proceed with Public Bidding for General Repairs and Construction of the City of Northfield Sanitary Sewer and Stormwater Facilities
- 215-2019** Resolution Encouraging and Supporting Dementia Friendly New Jersey, Part of the Dementia Friendly America Network of Communities
- 216-2019** 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. 10:4-12b(4), Regarding Contract Negotiations Between the City of Northfield and Mainland PBA Local No. 77
- 217-2019** 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. 10:4-12b(4), Regarding Contract Negotiations Between the City of Northfield and the Northfield Professional Firefighters Association, Local No. 2364
- 218-2019** A Resolution Approving an Agreement between the City of Northfield and International Association of Fire Fighters Local 2364

**PAYMENT OF BILLS** \$ 215,594.23

**MEETING NOTICES**

General Election	November 5, 2019	Northfield Community School 6:00am to 8:00pm
City Council	November 12th	6pm Work Session Regular Session immediately following

**ADJOURNMENT**

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 207-2019**

**A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL  
OFFICER TO EXECUTE A CONTRACT WITH AN APPROVED  
STATE CONTRACT VENDOR  
PURSUANT TO N.J.S.A. 40A:11-12a**

**WHEREAS**, the City of Northfield, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-72.9(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contract entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, the City of Northfield has been awarded an Assistance to Firefighters Grant from the US Department of Homeland Security for the purchase of Fire Safety Equipment; and

**WHEREAS**, Nat Alexander Company has provided pricing for (20) SCBA Air Paks and required equipment for a total cost not to exceed \$154,684.50 as per State Contract Nr. 17-Fleet-00819; and

**WHEREAS**, the Chief Financial Officer has prepared the certification of funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Northfield authorizes the Purchasing Agent/Chief Financial Officer to execute the required documents to purchase (20) SCBA Air Paks and accessories from Nat Alexander Company as per Quote 15335 dated October 7, 2019 as stated above.

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 29th day of October, 2019.

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Erland V.L. Chau, Mayor

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 208-2019**

**A RESOLUTION AUTHORIZING A CONTRACT WITH JETVAC  
EQUIPMENT FOR THE PURCHASE OF A SEWER INSPECTION  
CAMERA AND ACCESSORIES**

**WHEREAS**, the City of Northfield, pursuant to N.J.S.A. 52:34-6.2 may by resolution and without advertising for bids, purchase any goods or services from any nationally-recognized and accepted cooperative purchasing agreements; and

**WHEREAS**, the City of Northfield is a member of the Sourcewell Cooperative; and

**WHEREAS**, the City of Northfield intends to enter into the Sourcewell Contract 022014-EVS with JetVac Equipment, the authorized agent for Envirosight, which shall be subject to all the condition applicable to the current cooperative contract; and

**WHEREAS**, that pursuant to N.J.A.C 5:30-5.5(b), the certification of available funds has been received by the Chief Financial Officer.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Northfield that a contract for the purchase of a Standard Rover X System Camera & accessories for a total price of \$88,749.62 be awarded to JetVac Equipment.

**BE IT FURTHER RESOLVED** that the Common Council of the City of Northfield authorizes the Purchasing Agent/Chief Financial Officer to enter into a contract with JetVac Equipment pursuant to all the conditions of Contract #022014-EVS, and to sign the necessary agreements as the representative 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 29th day of October, 2019.

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Erland V.L. Chau, Mayor

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 209-2019**

**RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF  
TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A. 54:4-3.32 ON  
PROPERTY KNOWN AS BLOCK 1 LOT 2.07  
(3 CEDAR SPRINGS DRIVE)**

**WHEREAS**, it has been brought to the attention of the City of Northfield that there are taxes assessed on Block 1 Lot 2.07 (3 Cedar Spring Drive) for 2019 which should be cancelled pursuant to N.J.S.A. 54:4-3.30(a); and

**WHEREAS**, it is the desire of the City to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

**WHEREAS**, Christopher Michael Cafiero acquired title to Block 1 Lot 2.07 (3 Cedar Spring Drive) on October 15, 2019; and

**WHEREAS**, Christopher Michael Cafiero is qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

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

1. The Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 1 Lot 2.07 (3 Cedar Spring Drive) as follows due to the fact that said property is exempt:

\$606.14 for the year of 2019

2. The Chief Financial Officer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes to Christopher Michael Cafiero. Block 1 Lot 2.07, 3 Cedar Spring Drive, NJ 08225:

\$606.14 for the year of 2019

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Meeting of the Common Council of the City of Northfield, held this 29th day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 210-2019**

**AUTHORIZING REFUND OF OVERPAYMENT OF TAXES**

**BE IT RESOLVED** by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that a refund for overpaid taxes pursuant to the following is hereby authorized:

<b>REFUND TO</b>	<b>BLK</b>	<b>LOT</b>	<b>PROPERTY ADDRESS</b>	<b>REFUND AMOUNT</b>
LERETA, LLC Attn: Refund Department 1123 South Parkview Drive Covina, CA 91724	76	14	12 West Oakcrest Avenue	\$250.00
				\$250.00

**BE IT FURTHER RESOLVED**, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

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Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 29th day of October 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 211-2019**

**RESOLUTION DIRECTING THE DISTRIBUTION OF THE CITY OF  
NORTHFIELD'S NET RETURNED SURPLUS FUNDS HELD IN TRUST  
BY THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

**WHEREAS**, the City of Northfield hereinafter referred to as MUNICIPALITY, participated as a member municipality of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as FUND, for one or more of the following FUND fiscal years beginning January 1, 2006, January 1, 2007, January 1, 2008, January 1, 2009, January 1, 2010, January 1, 2011, January 1, 2012, January 1, 2013, January 1, 2014 and

**WHEREAS**, the FUND is a statutory filed municipal joint insurance fund as defined in N.J.A.C. 11:15-2.1 et seq., and

**WHEREAS**, the MUNICIPALITY joined the FUND knowing that membership carries with it joint and several liability with all other member municipalities for each year of the MUNICIPALITY's membership, and

**WHEREAS**, the MUNICIPALITY understands that the FUND's Executive Committee are the only persons authorized in law to make decisions as to when and how much of any available statutory surplus will be released by the FUND, and

**WHEREAS**, the MUNICIPALITY understands that the FUND's Executive Committee are the only persons authorized in law to make decisions as to when and how much of any projected deficit will be declared as an additional assessment due to the FUND, and

**WHEREAS**, the MUNICIPALITY understands that Available Statutory Surplus is defined to be the amount of money in excess of the projected value of claims by line of coverage, plus an actuarially determined value for Incurred But Not Reported claims, subject to the surplus reserve calculations as defined in N.J.A.C. 11:15-4.6 et seq., and subject to review and approval by the Department of Banking and Insurance and Department of Community Affairs, State of New Jersey, prior to release by the Executive Committee of the FUND, and

**WHEREAS**, the MUNICIPALITY understands that it remains jointly and severally liable into perpetuity despite the earlier release of Available Statutory Surplus due to the possibility that a FUND year wherein a return of Statutory Surplus has been duly authorized could later be presented with a claim for which it could be responsible causing a demand for an additional assessment from each participating member municipality of that FUND year, and

**WHEREAS**, the MUNICIPALITY understands that it remains jointly and severally liable into perpetuity despite the earlier collection of an additional assessment due to the possibility that a FUND year wherein an additional assessment has been duly authorized could later be presented with a need for additional assessments from each participating member municipality of that FUND year, and

**WHEREAS**, the MUNICIPALITY understands that its options for directing the distribution of its net share of released Statutory Surplus to be as follows:

1. Direct the FUND to apply the MUNICIPALITY's share to the MUNICIPALITY's premium as a credit in the next FUND fiscal year (N.J.A.C. 11:15-4.21(e)),
2. Direct the FUND to issue a check to the MUNICIPALITY for the MUNICIPALITY's share,
3. Direct the FUND to apply the MUNICIPALITY's share to the FUND's Aggregate Excess Loss Contingency Fund (A.E.L.C.F.), which provides member municipalities with an available individual contingency balance for use in satisfying any possible need for a supplemental assessment for any year they were a member and an annual capacity to use all or a portion of a member municipality's available balance in offsetting future premiums, or
4. Direct the FUND to apportion the MUNICIPALITY's share as a stated dollar amount among options 1, 2 and 3 above such that the sum total of allocated dollars equals the amount of the Net Distribution available to the MUNICIPALITY as noted above.

**NOW THEREFORE**, the MUNICIPALITY directs the FUND to distribute the MUNICIPALITY's share of its Net Distribution as follows:

Apply the full amount to the MUNICIPALITY's share of the FUND's Aggregate Excess Loss Contingency Fund (A.E.L.C.F.).

Designate the full amount as follows

<b>Credit</b>	\$ <u>31,250.00</u>
<b>A.E.L.C.F.</b>	\$ <u>30,000.00</u>
<b>Total Dividend</b>	\$ <u>61,250.00</u>

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 29<sup>th</sup> day of October, 2019.

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Erland Chau, Mayor

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Mary Canesi, RMC, Municipal Clerk



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 212-2019**

**ACKNOWLEDGING RETIREMENT  
OF MUNICIPAL COURT ADMINISTRATOR**

**WHEREAS**, pursuant to Resolution No. 183-2004, the Common Council of the City of Northfield did appoint Donna Clark to the position of Municipal Court Administrator commencing December 27, 2004; and

**WHEREAS**, Mrs. Clark has submitted her letter of retirement, with an effective date of December 31, 2019.

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Body of the City of Northfield does hereby acknowledge the retirement of Donna Clark from the position of Municipal Court Administrator effective December 31, 2019.

**BE IT FURTHER RESOLVED** that Mrs. Clark's last day of work will be December 31, 2019.

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 Council of Northfield, held this 29<sup>th</sup> day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 213-2019**

**AUTHORIZING AN AGREEMENT FOR SHARED MUNICIPAL COURT  
FOR THE MUNICIPALITIES OF THE CITY OF NORTHFIELD AND  
THE CITY OF LINWOOD**

**WHEREAS**, N.J.S.A. 2B:12-1c provides in part that two or more municipalities may enter into an agreement for shared municipal court services; and

**WHEREAS**, the City of Northfield and the City of Linwood have negotiated and agreed upon the terms and conditions of such an agreement; and

**WHEREAS**, a written agreement, specifying those terms and conditions, has been prepared, which agreement is entitled “Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield”; and

**WHEREAS**, the Mayor and Council of the City of Northfield are desirous of ratifying this Agreement and authorizing its execution.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Northfield that the agreement entitled “Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield” be and is hereby ratified.

**BE IT FURTHER RESOLVED**, that the Mayor and Municipal Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the City of Linwood for the shared municipal court services.

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 29<sup>th</sup> day of October 2019.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal this 29<sup>th</sup> day of October 2019.

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Mary Canesi, RMC, Municipal Clerk

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Vince Mazzeo, Mayor

RESOLUTION NO. 213-2019. ATTACHMENT

AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE MUNICIPALITIES OF  
THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

THIS AGREEMENT is made effective the 1st day of January, 2020

BY AND BETWEEN the CITY OF LINWOOD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the CITY OF NORTHFIELD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WHEREAS, N.J.S.A. 2B:12-1c provides in part:

Two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to the authority granted by N.J.S.A. 2B:12-1c, Linwood and Northfield desire to enter into an agreement creating a shared Municipal Court;

NOW, THEREFORE, Linwood and Northfield agree as follows:

1. Establishment of A Shared Municipal Court. Linwood and Northfield agree to the establishment and administration of a Shared Municipal Court to serve those two Municipalities pursuant to N.J.S.A. 2B:12-1c et. seq.
2. Name. The City of Linwood's Municipal Court shall be known as the "Linwood Municipal Court". The City of Northfield's Municipal Court shall be known as the "Northfield Municipal Court".
3. Seal. The Municipal Court of the City of Linwood and the Municipal Court of the City of Northfield (hereinafter collectively the "Courts") shall continue to use their respective seals bearing the name of each Court.
4. Jurisdiction, Practice and Procedure. The Courts will have such jurisdiction as is now, or will hereafter, be conferred upon it by the laws and of the State of New Jersey and the practice and procedure of the Court shall be governed by the laws in such case made and provided in such Rules as the New Jersey Supreme Court will promulgate and make applicable to the Court.

5. Municipal Court Judge:

- A. There shall be a shared Municipal Court Judge appointed as provided by N.J.S.A. 2B:12-4 in the case of a Shared Municipal Court. The Municipal Court Judge, who shall be appointed by each Municipality, shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified. The choice for appointment shall alternate between the Linwood Mayor and the Northfield Mayor for each three year term, with the Northfield Mayor having selected the current Municipal Court Judge, whose current term shall continue and not expire until December 31, 2021. Inasmuch as this Agreement is for a term of three (3) years, the parties acknowledge that the next appointment shall be for the 2022 calendar year, the third and final year of this Agreement unless otherwise extended in writing by the parties, and shall be made by the Linwood Mayor.

The Municipal Court Judge's 2019 total compensation (by way of Northfield's 2019 salary ordinance) is \$27,000. In their respective appointing years during the term of this Agreement, in the event either Linwood or Northfield provides any additional annual compensation to the Municipal Court Judge by way of salary ordinance or otherwise, the appointing party shall be responsible for the payment of 100% of any such additional annual compensation to the Municipal Court Judge.

- B. The Municipal Court Judge shall have and possess the qualifications as established by N.J.S.A. 2B:12-7 and by the New Jersey Supreme Court and shall have, possess and exercise all the functions, duties, power and jurisdiction conferred by law or ordinance. Whenever the Municipal Court Judge is unable to sit as such, any Judge designated by the Superior Court of New Jersey Vicinage I (Atlantic-Cape May Counties) Assignment Judge may sit for him/her temporarily and preside over the Municipal Court. Any such designee, while sitting temporarily, shall possess all of the powers of the Municipal Court Judge.
- C. The Municipal Court Judge faithfully shall carry out all of the duties and responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the New Jersey Supreme Court, by the Administrative Office of the Courts and by the laws of the State of New Jersey.
- D. The salary for the Judge shall be under the salary ordinance of the City of Northfield for the duration of each term and the Judge shall be an employee of that Municipality for the duration of each term.

6. Management; Budget:

- A. The City of Northfield shall have sole and exclusive general management authority of Municipal Court employees and shall have the sole and absolute discretion to deal with day to day personnel issues and these employees shall be employed by and paid under the salary ordinance of the City of Northfield.

In consideration for the City of Northfield employing and paying salaries to the Municipal Court Judge, the Court Administrator, the Court Deputy Clerk, the Prosecutor and the Public Defender, as well as incurring and paying other related costs to maintain its Court facilities for use by both Municipalities, the City of Linwood shall pay the following annual fees to the City of Northfield due and payable in quarterly installments on or before March 31, June 30, September 30 and December 31 of any given year during the term of this Agreement:

2020 Annual Fee: \$155,000

2021 Annual Fee: \$158,875

2022 Annual Fee: \$162,847

Subsequent Years' Annual Fee (per Article 19B below): Prior Year's Annual Fee Plus 3% increase

7. Revenue Distribution.

- A. All fines levied on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the statutes and administrative regulations of the State of New Jersey shall be paid and forwarded by the Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed.

- B. All other revenues that are neither ordinance fines or fines that are required by law are to be distributed to according to law.

8. Municipal Prosecutor. There shall be a shared Municipal Prosecutor for the Courts who shall prosecute cases in the Linwood Municipal Court and the Northfield Municipal Court. The Municipal Prosecutor shall be selected for a one (1) year term by the Municipality that did not select the Municipal Court Judge during the Municipal Court Judge's three (3) year term. For the term of this Agreement, Linwood shall choose the Municipal Prosecutor in calendar years 2020 and 2021. Northfield shall choose the Municipal Prosecutor in calendar years 2022. The Municipal Prosecutor shall enter into a professional service contract with and shall

be paid by the City of Northfield. The Municipal Prosecutor's 2019 professional service contract, as amended in 2019, provides for annual compensation to the Municipal Prosecutor of \$23,400. In their respective appointing years during the term of this Agreement, in the event either Linwood or Northfield provides any additional annual compensation to the Municipal Court Prosecutor, the appointing party shall be responsible for the payment of 100% of any such additional annual compensation to the Municipal Court Prosecutor.

9. **Municipal Public Defender.** There shall be a shared Municipal Public Defender who shall represent those indigent defendants assigned by the Municipal Court Judge for the Courts. The Municipal Public Defender shall be selected for a one (1) year term by the Municipality that did not select the Municipal Court Judge during the Municipal Court Judge's three (3) year term. The Municipal Public Defender shall enter into a professional service contract with and shall be paid by the City of Northfield. The Municipal Public Defender's 2019 professional service contract provides for annual compensation to the Municipal Public Defender of \$300 per session. In their respective appointing years during the term of this Agreement, in the event either Linwood or Northfield provides any additional annual compensation to the Municipal Court Prosecutor, the appointing party shall be responsible for the payment of 100% of any such additional annual compensation to the Municipal Public Defender.

10. **Municipal Court Administrator.** There shall be an Administrator of the shared Courts, appointed by Northfield, who shall perform the functions and duties prescribed for Municipal Court Administrators by law, by the Court Rules applicable to Municipal Courts and by the Municipal Court Judge. The Administrator shall be appointed by Northfield for a term of one year, subject, however, to the tenure provisions as set forth in N.J.S.A. 2A:8-13.2 and shall be an employee of Northfield. The compensation of the shared Administrator shall be determined by Northfield and the Administrator shall be paid under the Northfield salary ordinance. The Administrator's duties shall include, but not be limited to:

- A. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrator .
- B. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
- C. Maintaining the financial records of the Courts, including overseeing the receipt and accounting for fines and costs.
- D. Attending court, as scheduled in Northfield or as may be otherwise agreed, recording pleas, judgments and dispositions; arranging trial

calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.

- E. Maintaining and classifying records and files of the Courts.
  - F. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
  - G. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
  - H. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.
11. Deputy Municipal Court Administrator. There shall be a Deputy Municipal Court Administrator of the shared Courts, appointed by Northfield who shall perform the functions and duties assigned by the Municipal Court Judge and Municipal Court Administrator. The compensation of the Deputy Municipal Court Administrator shall be determined by the City of Northfield and the Deputy Municipal Court Administrator shall be employed by the City of Northfield under Northfield's salary ordinance.
  12. Necessary Clerical and Other Assistance. There may be employed such other clerical and other personnel, full or part-time, for the Courts as is necessary for the efficient operation of the Courts. The City of Northfield shall hire such clerical and other personnel who shall be employed by the City of Northfield under Northfield's salary ordinance.
  13. Auditor. The Auditor for the shared Courts shall be the Auditor of the City of Northfield and shall be paid by the City of Northfield. The Auditor shall perform a yearly audit of the Linwood Municipal Court and the Northfield Municipal Court in accordance with requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:5-1 et. seq. A copy of the complete audit shall be supplied to each participating Municipality.
  14. Location. Linwood and Northfield will share the Northfield Court facilities and all of their Court sessions will be held in the Northfield Municipal Court at Northfield City Hall.
  15. Court Days. Northfield and Linwood will hold their Court Days as scheduled by the Court Administrator in conjunction with the Judge. Emergency or special sessions can be scheduled as may be necessary by the Court

Administrator in consultation with the Judge. All Court sessions shall be held between 9:00 a.m. and 3:00 p.m. or as may be agreed upon by the City of Northfield.

16. Insurance. Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from this Agreement. Northfield shall maintain workers compensation insurance to cover the Municipal Court employees on their payroll.
17. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared Courts may withdraw from this Agreement at the end of a calendar year, provided, however, that on or before one hundred and fifty (150) days next preceding the end of the calendar year the withdrawing member has given the other member's Municipal Clerk written notice of its intention to withdraw. If the City of Linwood withdraws, it shall remain responsible for its annual payment through the date of the actual termination.
18. Municipal Court Committee. A Municipal Court Committee will be created and operated to act as liaison between the Courts and between each Municipal Court and their respective Municipality's governing body. Each participating Municipality agrees to designate at least two (2), but not more than three (3) members of their governing body to serve on the Municipal Court Committee, which Committee will meet from time to time, as needed, to make determinations on relevant and pending issues; assure that there is cooperation between the Municipalities and to insure communication of all matters relating to the shared Municipal Courts.
19. Effective Date: Length of Agreement.
  - A. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court and authorizing the Mayor to sign this Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall be January 1, 2020. Each of the aforementioned Resolutions shall identify and incorporate this Agreement by reference and a copy of this Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
  - B. The term of this Agreement shall end on December 31, 2022 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 17. Upon expiration of this Agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such



time as a new Agreement has been ratified by the participating Municipalities.

20. Miscellaneous.

- A. This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
- B. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.
- C. If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- D. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:

CITY OF LINWOOD

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BY: \_\_\_\_\_

CITY OF NORTHFIELD

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BY: \_\_\_\_\_

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 214-2019**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO  
PROCEED WITH PUBLIC BIDDING FOR GENERAL REPAIRS AND  
CONSTRUCTION OF THE CITY OF NORTHFIELD SANITARY SEWER  
AND STORMWATER FACILITIES**

**WHEREAS**, on July 23, 2019, the Common Council did adopt Resolution No. 159-2018, authorizing the City engineer to proceed with the preparation of specifications for the services of a professional contractor to perform general repairs and construction of the City of Northfield Sanitary Sewer and Stormwater facilities; and

**WHEREAS**, said specifications were prepared by Rami Nassar, of Schaffer, Nassar, Scheidegg, Consulting Engineers, 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 the City Engineer is authorized to proceed with public bidding for this project.

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 29<sup>th</sup> day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 215-2019**

**RESOLUTION ENCOURAGING AND SUPPORTING DEMENTIA  
FRIENDLY NEW JERSEY, PART OF THE DEMENTIA FRIENDLY  
AMERICA NETWORK OF COMMUNITIES**

**WHEREAS**, Dementia Friendly America (DFA) is a national network of communities, organizations and individuals seeking to ensure that communities across the United States are equipped to support people living with dementia and their caregivers, and to foster the ability of people living with dementia to remain in their community, engage and thrive in day to day living; and

**WHEREAS**, a dementia friendly community is a village, town, city or county that is informed, safe and respectful of individuals with the disease, their families and caregivers and provides supportive options that foster quality of life; and

**WHEREAS**, Dementia Friendly New Jersey (DFNJ) began in January, 2019 and became part of the DFA network in April 2019; and:

**WHEREAS**, DFNJ is comprised of local government, business and community leaders, healthcare professionals and has as its mission to empower, educate and engage individuals with dementia, their families, caregivers and businesses throughout the State of New Jersey to create a community that is informed, safe, compassionate and respectful of individuals with the condition, their families and caregivers and provide supportive access which fosters quality of life; and

**WHEREAS**, an initiative is being undertaken throughout cities and counties across the State of New Jersey, and is focused on Atlantic and Cape May Counties as the first of its kind in New Jersey to utilize the DFA model; and

**WHEREAS**, the initiative looks forward to empathetic and sympathetic support from local government and the community as DFNJ seeks to commence its' mission.

**NOW, THEREFORE BE IT RESOLVED** by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey that it encourages and supports the DFA and DFNJ initiatives and their efforts to make the City of Northfield Dementia Friendly.

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 29<sup>th</sup> day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 216-2019**

**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. 10:4-12b(4), REGARDING CONTRACT NEGOTIATIONS BETWEEN THE CITY OF NORTHFIELD AND MAINLAND PBA LOCAL NO. 77**

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

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

**WHEREAS**, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the contract negotiations between the City of Northfield and Mainland PBA Local No. 77, and an updated to be provided to the Common Council by the City's Labor Attorney.

**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 City Council of Northfield, held this 29<sup>th</sup> day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 217-2019**

**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. 10:4-12b(4), REGARDING CONTRACT NEGOTIATIONS  
BETWEEN THE CITY OF NORTHFIELD AND THE NORTHFIELD  
PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL NO. 2364**

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

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

**WHEREAS**, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the contract negotiations between the City of Northfield and the Northfield Professional Firefighters Association, Local No. 2364, and an updated to be provided to the Common Council by the City's Labor Attorney.

**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 City Council of Northfield, held this 29<sup>th</sup> day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 218-2019**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY  
OF NORTHFIELD AND INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS LOCAL 2364**

**EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2024**

**WHEREAS**, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and International Association of Fire Fighters Local 2364 will expire December 31, 2019; and

**WHEREAS**, negotiations have been ongoing with respect to a new Contract; and

**WHEREAS**, the parties have agreed to the terms and conditions of an Agreement to be effective January 1, 2020 through December 31, 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with International Association of Fire Fighters Local 2364, effective January 1, 2020, through December 31, 2024 are hereby adopted, and a copy of said Agreement is hereby annexed to this Resolution.

**BE IT FURTHER RESOLVED** that the Mayor is 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 29<sup>th</sup> day of October, 2019.

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Mary Canesi, RMC, Municipal Clerk