CITY OF NORTHFIELD COUNCIL MEETING AGENDA **JANUARY 16, 2024**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised in the Press of Atlantic City on Saturday, January 6, 2024, and in accordance with Public Law 1975, Chapter 231.

FLAG SALUTE

COUNCIL ROLL CALL:

Bucci, Carfagno, Dewees, Polistina, Notaro, Smith; Leeds

MAYOR: Chau

APPROVAL OF MINUTES - January 2, 2024

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

34-2024	Authorizing the Award of Contract Without Public Advertisement for Bids to Trinity
	Code Inspections, LLC, to Perform Private on-site Plumbing Sub-Code Inspections,
	Pursuant to the Provisions of N.J.S.A. 19:44A-20.5
35-2024	Request to the County of Atlantic to Use County Roads for Parades and Other
	Functions
36-2024	Award of Contract for General Repairs and Construction of Sanitary Sewer and
	Stormwater Facilities
37-2024	To Approve an Application for Use of Facilities (Mainland Youth Lacrosse)
38-2024	Amending an Agreement between the County of Atlantic and the City of Northfield
	Regarding the Installation and Maintenance of Flashing Signal Equipment on Shore
	Road
39-2024	To Approve an Application for Use of Facilities (NCS Field Day)
40-2024	To Approve an Application for Use of Facilities (USA Prime Oilers)
41-2024	To Approve an Application for Use of Facilities (Northfield Little League)
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ORDINANCE

Ordinance Providing for and Establishing Salary Ranges of Officers and Employees 1-2024 of the City of Northfield and Repealing All Ordinances Heretofore Adopted, the Provisions of which are Inconsistent Herewith

2nd Reading / Public Hearing / Final Consideration

Published in the Press of AC 1/23/2024

MEETING NOTICES

February 6th City Council

6pm Work Session

Regular Session immediately following

ADJOURNMENT

CITY OF NORTHFIELD, NJ RESOLUTION NO. 34-2024

AUTHORIZING THE AWARD OF CONTRACT WITHOUT PUBLIC ADVERTISEMENT FOR BIDS TO TRINITY CODE INSPECTIONS, LLC, TO PERFORM PRIVATE ON-SITE PLUMBING SUB-CODE INSPECTIONS, PURSUANT TO THE PROVISIONS OF N.J.S.A. 19:44A-20.5

WHEREAS, the City of Northfield has a need for the performance of private on-site plumbing inspections and plan review; and

WHEREAS, in accordance with N.J.A.C. 5:23-4.12, qualified private on-site inspection and plan review agencies are authorized to perform such services for municipalities; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is *1* year with an anticipated value of \$25,000.00; and

WHEREAS, Jay Dilworth / Trinity Code Inspections LLC, 735 Shunpike Road, Cape May, NJ 08204, has completed and submitted a Business Entity Disclosure Certification which certifies that Trinity Code Inspections has not made any reportable contributions to a political or candidate committee in the City of Northfield in the previous one year, and that the contract will prohibit Trinity Code Inspections from making any reportable contributions through the term of the contract.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Northfield authorizes the Mayor of the City of Northfield to enter into a contract with Trinity Code Inspections LLC, as described herein.

BE IT FURTHER RESOLVED that the Political Contribution Disclosure, the Business Entity Certification, and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required pursuant to N.J.A.C 5:30-5.4 and charged against line 4-01-22-195-299.

I, Mary Canesi, Municipal Clerk, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 16th day of January 2024.

Mary	Canesi,	RMC,	Municipal	Clerk

CITY OF NORTHFIELD, NJ RESOLUTION NO. 35-2024

REQUEST TO THE COUNTY OF ATLANTIC TO USE COUNTY ROADS FOR PARADES AND OTHER FUNCTIONS

WHEREAS, the City of Northfield has a desire to use County Roads for parades and other functions on a limited basis; and

WHEREAS, the City of Northfield has the following requests to be presented to the County of Atlantic:

Independence Day Parade and Race – Thursday, July 4, 2024

Rain Date – Saturday, July 6, 202

Close Shore Road from Dolphin Avenue Tilton Road (8:30 a.m. to 11:15 a.m.)

Close Shore Road from Dolphin Avenue to Mill Road, and Mill Road from Shore Road to Oak Avenue (10:30 a.m. to 11:30 a.m.)

Volunteer Fire Company 100th Anniversary Parade – Saturday, September 28, 2024 Rain Date – Saturday, October 12, 2024

Close Shore Road from Dolphin Avenue to Mill Road, and Mill Road from Shore Road to Burton Avenue (12:00 p.m. to 2:00 p.m.)

Annual Holiday Tree Lighting – Friday, December 6, 2024 Rain Date – Friday, December 13, 2024

Close Shore Road from Zion Road to Tilton Road (6:30 p.m. to 9:00 p.m.)

BE IT RESOLVED that the Insurance Certificate and Indemnification Agreement are attached as requested by the County.

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 16th of January 2024.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD, NJ RESOLUTION NO. 36-2024

AWARD OF CONTRACT FOR GENERAL REPAIRS AND CONSTRUCTION OF SANITARY SEWER AND STORMWATER FACILITIES

WHEREAS, there is a need for the services of a professional contractor to perform general repairs and construction of the City of Northfield Sanitary Sewer and Stormwater facilities on occasions when the need for said services is beyond the manpower and equipment capabilities of the City of Northfield; and

WHEREAS, specifications for general repairs and construction of the City of Northfield Sanitary Sewer and Stormwater facilities were prepared by Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC, and pursuant to N.J.S.A. 40A:11-1 et seq, bids were publicly advertised; and

WHEREAS, sealed bids were received and opened by the Deputy Municipal Clerk at 11:00am on Thursday, January 4, 2024, from the following:

Bidder	Bid Amount
Mathis Construction Co., Inc.	\$932,255.00
West Bay Construction, Inc.	\$996,570.00

WHEREAS, after review of the proposals, Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC has recommended to the Common Council of the City of Northfield that the contract be awarded to Mathis Construction Company, Inc. based on their low bid of \$932,255.00 for a 2-year period.

BE IT RESOLVED that the Common Council of the City of Northfield accepts the proposal of Mathis Construction Company, Inc., in the amount not to exceed \$932,255.00.

BE IT FURTHER RESOLVED that Certification of the Availability of funds has been received from the Chief Finance Officer.

I **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.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted a Regular Meeting of the Common Council of the City of Northfield, held this 16th day of January 2024.

Mary Cane	si, RMC, M	unicipal Clerk
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CITY OF NORTHFIELD, NJ RESOLUTION NO. 37-2024

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, on behalf of Mainland Youth Lacrosse, Mr. Brett Hoeffecker has properly submitted an Application for Use of Facilities for the 2024 season requesting use of City of Northfield athletic fields, for lacrosse practice for girls ages 8 to 14 as follows:

The City of Northfield Practice and Football Field**

Monday – Friday, from February 26th – May 30th 5:00pm -8:00pm, on all dates

And

Saturdays, from February 26th – May 30th 10am – 5pm

WHEREAS, Mainland Youth Lacrosse has requested the use of the restroom facilities, and field lights; and

WHEREAS, the Football Field restroom facilities are operational on a weatherdependent, seasonal basis and are currently closed for the season; and

WHEREAS, Mainland Youth Lacrosse would need to provide port-o-pots at their own expense until such time as restroom facilities are open for the season; and

WHEREAS, fees for use of lights shall be paid in accordance with Chapter 250 of the Municipal Code.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Brett Hoeffecker on behalf of Mainland Youth Lacrosse, subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of this Resolution and the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

BE IT FURTHER RESOLVED, that the football field facilities are presently open to the public, however, the decision to open and or close the facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion 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 16th day of January 2024.

- Insulation will be provided upon approval/dates.

Resolution 37-2024, Attachment

Note:

Northfield or others.

CITY OF NORTHFIELD



Application for Use of Facilities (Other than Use of Birch Grove Park Center)

Name and Address of Organization: Main land Youth Lacrosse Club. Tell Us Who You Are / Description and Purpose of Organization: The MISSION of the MYLL is teach and promote the sport of lacross at the youth level (3td-8th Grade boys + airis) for children who reside in Northfield linwood, + since Point. MVIL V an all Is the Group a Not-For-Profit Organization? Yes No Do Participants Pay a Fee for Your Sport / Event? Yes No X Person Day If Yes, How Much? \$ \50 per: X Season Name of Applicant / Responsible Party: Frest the stocker . Title/Affiliation MVLC Home Address: 21 Honry Drive Northfield. _____(W) __ Telephone: (H) (C)Name and Location of Facility(ies) Being Requested: Buch Grove Park Football + Practice Football nelds Burton Avenuc For the Following Purpose: Practic Scrimmage / Games for Gorls 3-8th Grade on the Following Date(s): Feb 26 - May 30 To: 8 DPM Saturdays 10 AM-5PM
Are Field Lights Requested*? Yes. Specify Hours of Use: From: 5 PM To: 8 DPM Are Field Lights Requested *? Yes.

*If Yes, Provide Dates / Times for Requested Light Use: 5 8 PM Monday thru Priday Feb 24 -# of Participants per Date: # of Participants who are Northfield Residents: Malvity. Will Juveniles be Present? Yes X No If Yes, What Ages? 2 14 Have You Applied to Other Municipalities for Use of their Facilities for this Event? _____ Yes ______ No If Yes, Name of Municipality/ies: N / A Date/s and Disposition of Request/s: N/A. Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IF FOR ANY ATHLETIC FIELD, 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

PART LIBERTO COMBIERTE ANN PORTION OF THE ARRIVATION SHILL RESULT IN ALTROMATIC REPORTION

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

CITY OF NORTHFIELD, NJ RESOLUTION NO. 38-2024

AMENDING 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) entered into an Agreement dated May 22, 2019 (hereinafter the "Agreement"), concerning the installation and maintenance of flashing traffic signal equipment to be installed at the Northfield Fire Department within the County right of way of Shore Road (CR 585). A copy of the Agreement is attached as Exhibit "A".

WHEREAS, the City and the County now desire to amend the Agreement in order to extend the term of the Agreement for a period of (2) two years, the Agreement now to expire on February 2, 2026.

WHEREAS, the County and the Municipality agree to amend the Agreement in accordance with the terms of the document attached as Exhibit "B"; and

WHEREAS, Exhibit "B" 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 Exhibit "B" on behalf of the City of Northfield which amends the Agreement 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 16th day of January 2024.

Erland Chau, Mayor
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Mary Canesi, RMC, Municipal Cler

Resolution 38-2024, Attachment

Exhibit A: Original Agreement

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RESOLUTION NO. 121-2019, ATTACHMENT

AGREEMENT BETWEEEN 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 22 day of Mov, 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 # 500, adopted by the Board of Chosen Freeholders on 1019 and by Municipal Resolution # 10, adopted on 5 2119.
	authorized by Atlantic County Resolution # 500 adopted by the Board of Chosen
	Freeholders on $\frac{1/d/19}{d}$ and by Municipal Resolution # $\frac{1/2}{d}$, adopted on $\frac{5}{2}\frac{21}{1}$

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 forthwherein. 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.

- 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 reserves the right to reconstruct or remove the flashing signal 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, such as widening the County's road.

When the County determines that a flashing signal must be removed or replaced to accommodate a County improvement, the County shall be responsible for any associated repair, replacement and relocation costs. This agreement shall be deemed automatically amended to include the new location and new equipment (if any).

- B. If the County and the Municipality are unable to establish a new mutually acceptable and appropriate location for a flashing signal that must be relocated then either party may terminate this agreement by providing 45 days written notice to the other party. In addition, the Municipality may terminate this agreement and remove the flashing signal, upon 60 days written notice to the County, if the Municipality determines that the signal is no longer necessary or no longer serves its intended purposes.
- 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 fall 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:

County Counsel

Department of Law

1333 Atlantic Avenue, 8th Floor

Atlantic City, NJ 08401

County Engineer

Office of Planning and Engineering

Rt. 9 and Dolphin Avenue

Northfield, NJ 08225

If to the

If to the County:

Mary Canesi, Clerk

1600 Shore Road Municipality:

Northfield, NJ 08225

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

Pipel C

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. Sept. 1919 1919 19
- 20. SURVIVAL OF TERMS: If any term, We hant 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 am Cany pmc 5-22-19 Mary Canesi, Clerk Erland Chau, Mayor (Date) Approved as to Form on behalf of the City of Northfield; **City Solicitor** County of Atlantic: Dennis Levinson, County Executive (Date) Sonya Harris, Clerk Board of Chosen Freeholders

Approved as to Form on behalf of the County of

Atlantic:

James F. Ferguson, County Counse

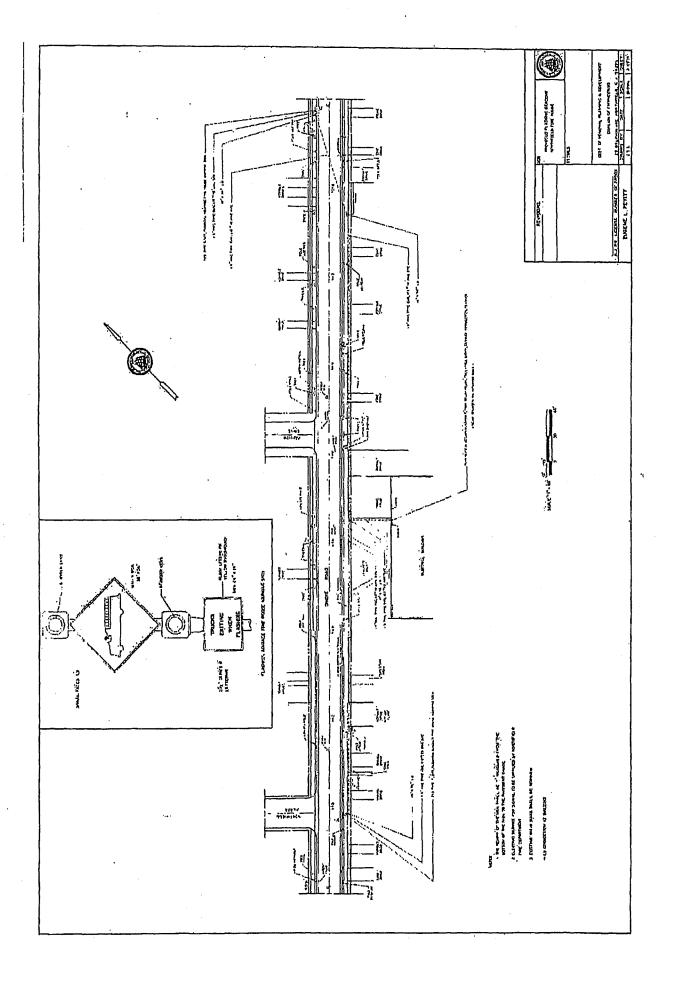
Exhibit A: Design Plan and Additional Technical Information

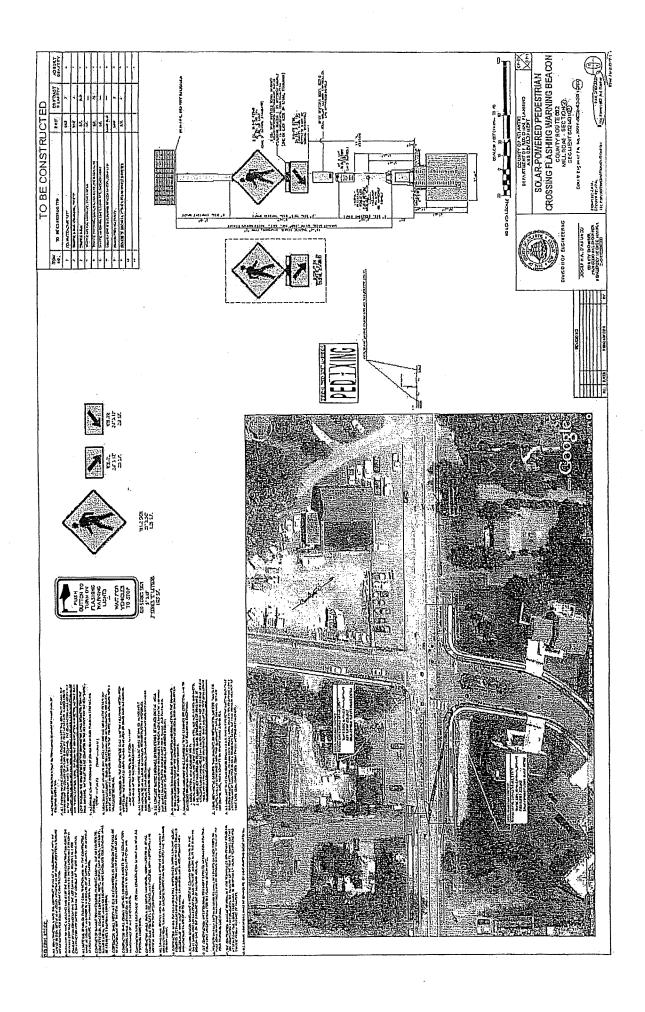
ADDITIONAL TECHNICAL INFORMATION: The County will provide the following upon the installation/replacement and transfer of ownership (to each Municipality) of flashing signal equipment located within <u>School Zones</u>;

- 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 <u>Fire Stations</u>:

- 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.





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

	THIS AMENDED AGREEMENT is made this	day of	2024, by and
betwe	en the CITY OF NORTHFIELD, having its office at 1	1600 Shore Road, No	rthfield, New Jersey
	(hereinafter referred to as the "City"); and the Co		
	olitic of the State of New Jersey, with offices at 13		
•	08401 (hereinafter referred to as the "County").		
	7.200		•
	BACKGROUND)	
	The City and the County have entered into an A	greement dated <u>Ma</u>	y 22, 2019 , generally
concer	rning the installation and maintenance of flashing	traffic signal equipn	nent to be installed
	Northfield Fire Department within the County rig		
сору о	of the Agreement is attached as Exhibit A. The Cit	y and the County no	w desire to amend
	greement as set forth below. This Amended Agre		
	ution No, adopted, 202		
	adopted 2024.		
NO	OW THEREFORE, in consideration of the promises	and mutual underta	kings exchanged by
the Cit	ty and the County, it is agreed as follows:		
. 1	The Agreement originally executed on May 22,	2019 concerning th	o installation and
1.			
	maintenance of flashing traffic signal equipmer		
		Lad as Fubible A lab.	arabu amandad ta
	of Shore Road (CR 585) in Northfield City, attac		
	extend the term for a period of (2) two years to		

forces and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives effective as of the day and year first written above.

Attest:	City of Northfield:			
Mary Canesi, Municipal Clerk	Erland Chau, Mayor (Date)			
· .	Approved as to Form on behalf of the City of Northfield:			
	City Solicitor			
Attest:	County of Atlantic:			
	·			
Tara Silipena, Clerk Board of County Commissioners	Dennis Levinson, County Executive (Date)			
	Approved as to Form on behalf of the County of Atlantic:			
	James F. Farguson, County Council			
	James F. Ferguson, County Counsel			

CITY OF NORTHFIELD, NJ RESOLUTION NO. 39-2024

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Kevin Morrison has properly submitted an Application for Use of Facilities requesting use of the Baseball, Softball, Football Fields and restrooms on June 10th, 11th (rain date), 12th, and June 13th (rain date) from 8:30am until 2:30pm for 'Field Day'; and

WHEREAS, Mr. Kevin Morrison has presented this request on behalf of the Northfield Community School.

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 is 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; and

BE IT FURTHER RESOLVED, that all facilities are presently open to the public, however, the decision to open and or close the facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion 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 16th day of January 2024.

Mary Canesi, RMC, Municipal Clerk

Resolution No. 39-2024, Attachment

CITY OF NORTHFIELD





(Other than Use of Birch Grove Park Center)

Name and Address of Organization: Northfield (ommunity 3chool
2000 New Road Northfield, NJ 08325
Tell Us Who You Are / Description and Purpose of Organization: Kevin Morrison - M5 Principal
Is the Group a Not-For-Profit Organization?YesNo
Do Participants Pay a Fee for Your Sport / Event? No
If Yes, How Much? \$ per:Person Day Season (other)
Name of Applicant / Responsible Party: Kevin Morcison Title/Affiliation Principal
Home Address:
Telephone: (H)(C)(V)(W)(W)(V)
Name and Location of Facility(ies) Being Requested: Boshball + Forthall Fields, Bathrooms
For the Following Purpose: Field Days
on the Following Date(s): $\omega/10$ (RD $\omega/11$) + $\omega/12$ (RD $\omega/13$)
Specify Hours of Use: From: 8:30 To: 2:30 Are Field Lights Requested*?
*If Yes, Provide Dates / Times for Requested Light Use:
*LIGHT USE FEE APPLIES, IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE
of Participants per Date: 250 # of Participants who are Northfield Residents:
Will Juveniles be Present? Yes No If Yes, What Ages?
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, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IF FOR ANY ATHLETIC FIELD, 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: Molarie Wordoll DATE: 1/8/2024 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.

CITY OF NORTHFIELD, NJ RESOLUTION NO. 40-2024

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Ryan Buccafurni has properly submitted an Application for Use of Facilities requesting use of the Boys Minor League Baseball Field on Saturdays and Sundays, from March 10th – July 28th and August 15th – November 1st, from 1pm until 5pm; and

WHEREAS, Mr. Ryan Buccafurni has presented this request on behalf of USA Prime Oilers 11U Travel Baseball.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Ryan Buccafurni 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.

BE IT FURTHER RESOLVED that all baseball and softball facilities are presently open to the public, however, the decision to open and or close the baseball facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion 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 16th day of January 2024.

Mary Canesi, RMC, Municipal Clerk

Resolution 40-2024, Attachment

CITY OF NORTHFIELD

Application for Use of Facilities (Other than Use of Birch Grove Park Center)





Name and Address of Organization: 134 Prime () IS 110	
16 Devine Lane Pleasantule VI CE232	
Tell Us Who You Are / Description and Purpose of Organization: \(\text{Cuth true! Description} \) \[\text{help develop Kink live for the Game} \] \[\text{Cuth True! Description} \] \[\text{Cuth true! Description} \]	
Is the Group a Not-For-Prolit Organization? Ves No	
Do Participants Pay a Fee for Your Sport / Eventi Yes No	
If Yes, How Muchi? \$ \(\sumsymbol{\subset} \sumsymbol{\subset} \sumsymbol{\subset} \) per: Person Day Season (other)	
Name of Applicant / Responsible Party: Kych Bucce Furn, Tide/Affiliation Coch Home Address: 2 00 (2000 / Vorthfield V) (225	
Telephone: (H) (C) (W)	- Ba-
Name and Location of Facility(ies) Being Requested: Rich Grove fork Little L-Capue, Field	
	8/15 /24 - 11/1/2
Specify Hours of Use: From: Prod To: Specify Are Field Lights Requested ? Vo	<i>!</i>
*If Yes, Provide Dates / Times for Requested Light Use:	
# of Participants per Date: # of Participants who are Northfield Residents:	
Will Juveniles be Present? Yes No If Yes, What Ages? Have You Applied to Other Municipalities for Use of their Facilities for this Event? Yes No No	
	-
If Yes, Name of Municipality/ies:	
Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield Protection and Safe Treatment of Minus Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IF FOR ANY ATHLETIC FIELD, sche 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.	
APPLICANT: DATE: 12/33 Signature	

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. 41-2024

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Jason Yard has properly submitted an Application for Use of Facilities requesting use of the Farm League, Softball, Major League, and Minor League Fields, and both baseball snack bars, for youth recreational baseball and softball as follows:

March 1, 2024 – July 31, 2024

7am - 11:59pm

August 1, 2024 - November 1, 2024

7am - 11:59pm

WHEREAS, Mr. Jason Yard has presented this request on behalf of Northfield Little League; and

WHEREAS, said approval requires the use of lights during some hours of play where it may be needed and fees shall be paid in accordance with Chapter 250 of the Municipal Code.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Jason Yard is 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.

BE IT FURTHER RESOLVED, that all baseball and softball facilities are presently open to the public, however, the decision to open and or close the baseball facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion 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 16th day of January, 2024.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities





Name and Address of Organization: Northfield Little League, 1700 Burton Avenue, Northfield
Tell Us Who You Are / Description and Purpose of Organization:
Is the Group a Not-For-Profit Organization?x Yes No
Do Participants Pay a Fee for Your Sport / Event?x Yes No
If Yes, How Much? \$125 per:PersonDayx_Season(other
Name of Applicant / Responsible Party: Jason Yard Title/Affiliation NLL President
Home Address: 700 Hollywood Drive, Northfield, NJ 08225
Telephone: (H)(C)same(W)
Name and Location of Facility(ies) Being Requested: <u>1700 Burton Avenue, Baseball/Softball Fields and snac</u> bar with the exception of the Babe Ruth Field
For the Following Purpose: Baseball and Softball practice and games
on the Following Date(s): March 1 to - July 31 and August 15 to November 1st
Specify Hours of Use: From: 7am To: 11:59pm Are Field Lights Requested*?yestif Yes, Provide Dates / Times for Requested Light Use:Night games during the season
*LIGHT USE FEE APPLIES. IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE
of Participants per Date: 325 # of Participants who are Northfield Residents: 280
Will Juveniles be Present? Yes <u>x</u> No If Yes, What Ages?5-16
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, Use of Facilities Agreement and City Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IF FOR AN ATHLETIC FIELD, 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.
APPLICANT: Jason Yard Digitally signed by Jason Yard Discon Vard D

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.

CITY OF NORTHFIELD, NJ ORDINANCE NO. 1-2024

ORDINANCE PROVIDING FOR AND ESTABLISHING SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF NORTHFIELD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH

IT IS HEREBY ORDAINED by the Mayor and Council of the City of Northfield, County of Atlantic, State of New Jersey as follows:

SECTION 1:

That the following salaries, wages and compensation shall be paid to the following officials and employees of the City of Northfield and shall be paid to all those employed at the time of passing of this Ordinance who have been continuously employed since January 1, 2024, or thereafter on a retroactive basis. The following wages, salaries, and compensation, however, shall be subject to the provisions of certain employment contracts between the City of Northfield and the Police Department, Fire Department and the Blue Collar, White Collar and Supervisors of the City of Northfield, through their bargaining agents.

SECTION 1.a:

The following salaries, wages and compensation shall be paid:

ANNUAL SALARY RANGE

CITY COUNCIL				
Council Members	\$ 2,000.00	-	\$ 8,633.00	
Council President	\$ 2,000.00	-	\$ 9,392.00	
Mayor	\$ 2,000.00	-	\$ 10,524.00	
City Administrator	\$ 4,000.00	-	\$ 95,000.00	
Personnel Coordinator	\$ 1,500.00	-	\$ 15,000.00	
Use of Facilities/Event Coordinator	\$ 1,000.00	-	\$ 10,000.00	
Alliance Coordinator	\$ 250.00	-	\$ 1,500.00	
Clean Communities Coordinator	\$ 250.00		\$ 1,500.00	
CITY CLERK'S OFFICE				
Municipal Clerk	\$ 40,000.00	-	\$ 95,000.00	

Deputy Municipal Clerk	\$ 20,000.00	-	\$	55,000.00	
Part-Time Deputy Clerk	\$ 16.00	_	\$	30.00	Per Hr
FINANCE					
Chief Financial Officer	\$ 18,000.00	-	\$	95,000.00	
Finance Assist / Bookkeeper	\$ 20,000.00	-	\$	55,000.00	
Finance & Facilities Supervisor	\$ 20,000.00	-	\$	65,000.00	
Part-time Finance	\$ 16.00	-	\$	30.00	Per Hr
Payroll Specialist	\$ 16.00	-	\$	30.00	Per Hr
Tax Collector	\$ 40,000.00	-	\$	90,000.00	-
Deputy Tax Collector/Tax Clerk	\$ 20,000.00	-	\$	55,000.00	
Tax Assessor	\$ 15,000.00	-	\$	90,000.00	
PLANNING & ZONING					
Secretary Planning & Zoning Bds	\$ 6,000.00	-	\$	10,000.00	
CONSTRUCTION OFFICE			-		
Construction Official	\$ 5,000.00	-	\$	40,000.00	
Building Subcode Official	\$ 10,000.00	-	\$	35,000.00	
Electrical Subcode Inspector	\$ 2,500.00	-	\$	25,000.00	
Plumbing Subcode Inspector	\$ 2,500.00	-	\$	25,000.00	
Fire Subcode Inspector	\$ 2,500.00	-	\$	25,000.00	
Housing Officer	\$ 16.00	-	\$	30.00	Per Hr
Zoning Officer	\$ 2,500.00	-	\$	25,000.00	
Inspections Dept Supervisor	\$ 40,000.00	-	\$	60,000.00	
Technical Assistant	\$ 30,000.00	-	\$	55,000.00	
Code Enforcement Official	\$ 16.00	-	\$	30.00	Per Hr
Technical Assistant, Part-time	\$ 16.00	-	\$	30.00	Per Hr
Housing/Zoning Officer	\$ 30,000.00	-	\$	60,000.00	
PUBLIC SAFETY – POLICE					
Chief of Police	\$ 102,000.00	-	\$	145,000.00	
Captain		-	\$	130,000.00	
Lieutenant		-	\$	123,000.00	
Sergeant		-	\$	115,000.00	
Patrolman	\$ 39,000.00	-	\$	107,000.00	
Crossing Guards	\$ 40.00	_	\$	70.00	Per Day
Matron	\$ 16.00	-	\$	30.00	Per Hr
Special Police	\$ 16.00	-	\$	30.00	Per Hr
Police Secretary	\$ 28,000.00	-	\$	62,000.00	

Police Secretary Part-Time	\$ 16.00	-	\$	30.00	Per Hr
					•
PUBLIC SAFETY – FIRE					
Assistant Chief	\$ 70,000.00	-	\$	130,000.00	
Captain		-	\$	103,548.00	
Firefighter	\$ 42,666.00	-	\$	95,776.00	
Part-time Firefighter	\$	-	\$	26.00	Per Hr
Fire Chief-Volunteer Fire Co.	\$ 2,000.00	-	. \$	10,000.00	
Deputy Chief-Volunteer Fire Co	\$ 1,000.00	-	\$	9,000.00	
Assist. Chief-Volunteer Fire Co.	\$ 1,000.00	-	\$	8,000.00	
Captain-Volunteer Fire Co.	\$ 1,000.00	-	\$	7,000.00	
Lieutenants-Volunteer Fire Co.	\$ 500.00	-	\$	6,000.00	
Fire Safety Officer	\$ 500.00	-	\$	6,000.00	
	-				
EMERGENCY MANAGEMENT					
Coordinator	\$ 500.00	-	\$	10,000.00	
Deputy Coordinator		-	\$	5,000.00	
BUILDING & GROUNDS					
Groundskeeper/Utility	\$ 16.00	-	\$	25.00	Per Hr
Supervisor	\$ 2,000.00	-	\$	10,000.00	
					
PUBLIC WORKS DEPT					
Superintendent of Public Works	\$ 50,000.00	-	\$	125,000.00	
Public Works Supervisor	\$ 40,000.00	-	\$	80,000.00	
Mechanic	\$ 33,000.00	-	\$	65,000.00	
Operator	\$ 32,000.00	-	\$	70,000.00	
Part Time Mechanic	\$ 16.00	, -	\$	40.00	Per Hr
Laborer	\$ 29,700.00	-	\$	60,000.00	

SECTION 1.b:

All salaries will be paid every two weeks in 26 equal installments except for the following exceptions:

Quarterly: All positions with the Volunteer Fire Department

SECTION TWO:

All Ordinances or parts of ordinances inconsistent herewith are hereby repealed, except that this repeal shall not affect or present the prosecution or punishment of any persons for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

If any section, subsection, sentence, clause, portion of this Ordinance or underlying agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

This Ordinance shall take effect within the time and manner prescribed by law and all payments due for the year 2024 shall be paid retroactively following final passage and adoption.

Mary Canesi, RMC Municipal Clerk

Erland Chau Mayor

The above Ordinance was passed on first reading at the Reorganization Meeting of the Common Council of the City of Northfield, New Jersey on the 2nd day of January 2024, and was taken up for a second reading, public hearing and final passage at a meeting of said council held on the 16th day of January 2024, in Council Chambers, City Hall, Northfield, New Jersey.

First Reading:

January 2,2024

Publication:

January 9, 2024

Final Reading:

January 9, 2024 January 16, 2024

Publication:

January 23, 2024