

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 8, 2022**

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 Saturday, January 8, 2022.

Pursuant to N.J.S.A. 10:4-8(b), will be held in-person and as a remote public meeting (live-streamed) using Zoom conferencing service. Due to continued social distancing requirements related to Covid-19, there are limited seats for in-person attendance by members of the public. Visit the event calendar page for February 8, 2022 at www.cityofnorthfield.org to determine current seating availability. Social distancing will be required for in-person attendance. To reserve an available seat, contact the Office of the Municipal Clerk at 609-641-2832, ext 125, no later than 4:00pm on February 8, 2022. Once all available seats have been reserved, virtual attendance will be required using a web-browser to Join Zoom Meeting (use link provided), one tap mobile +13017158592,,86206949034# or dial by your location +1 301 715 using Meeting ID: 862 0694 9034. For those wishing to comment during the dedicated public comment portion of the meeting, but who may be unable to attend (in person or via Zoom), public comments may also be submitted in advance via email to mcanesi@cityofnorthfield.org, or by written letter to the Office of the Municipal Clerk, 1600 Shore Road, Northfield NJ 08225, or by hand delivery to the drop box in the parking lot at the south corner of the municipal building, addressed to the attention of the Municipal Clerk. Comments shall contain the name and address of the author, will be read aloud and addressed during the remote public meeting, and must be received by 2:00pm on February 8, 2022.

FLAG SALUTE

COUNCIL ROLL CALL: Bucci, Dewees, Leeds, Notaro, Smith, Utts, Polistina

MAYOR: Chau

APPROVAL OF MINUTES – January 18, 2022

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 43-2022 Special Law Enforcement Officer, Class II, Reappointment
- 44-2022 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
- 45-2022 Authorizing Refund of Zoning Permit Fees

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 8, 2022**

- 46-2022 Memorialize Resignation of Electrical Inspector
- 47-2022 Authorizing Sale of City Owned Land
- 48-2022 Application for Use of Facilities – Mainland Youth Lacrosse
- 49-2022 Application for Use of Facilities – MRHS Varsity baseball – Babe Ruth Field
- 50-2022 Application for Use of Facilities – Northfield Little League
- 51-2022 Application for Use of Facilities – 10 U Sand Sharks
- 52-2022 Application for Use of Facilities - South Jersey Baseball – Cardinals
- 53-2022 Application for Use of Facilities– South Jersey Baseball – South Jersey Surf
- 54-2022 Hire Temporary Electrical Inspector
- 55-2022 Appoint Special Law Enforcement Officer, Class II
- 56-2022 A Resolution of the City of Northfield, County of Atlantic, State of New Jersey to Accept Any and All Annual Distributions from the Elliott Howard Krevens Foundation

- 57-2022 A Resolution of the City of Northfield, County of Atlantic, State of New Jersey to Open a Bank Account

ORDINANCE

- 2-2022 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 2/12/2022

- 3-2022 Amending Chapter 97, Article I, Section 6 of the City of Northfield Municipal Code
Introduction / No Public Input / Published in the Press of AC 2/12/2022
2nd Reading / Public Hearing / Final Consideration 2/22/2022

PAYMENT OF BILLS \$ 2,811,526.54

MEETING NOTICES

City Council February 22nd 6pm Work Session
Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 43-2022**

SPECIAL LAW ENFORCEMENT OFFICER, CLASS II, REAPPOINTMENT

WHEREAS, pursuant to Resolution of Northfield City Council No. 142-2020, Johnathan Scull was hired as Part-Time Special Law Enforcement Officer, Class II, effective September 14, 2020; and

WHEREAS, on November 9, 2021, pursuant to Resolution of Northfield City Council No. 194-2021, Johnathan Scull was appointed to the position of Full-Time Special Law Enforcement Officer, Class II, effective November 10, 2021, and subject to a 90-day probationary period; and

WHEREAS, Chief of Police Paul Newman has advised that as of February 8, 2022, Johnathan Scull has successfully completed his 90-day probationary period; and

WHEREAS, pursuant to N.J.S.A. 40A:14-164(a), Special Law Enforcement Officers may be appointed for terms not to exceed one year; and

WHEREAS, in order to align Johnathan Scull's current appointment with the conclusion of the calendar year, it is the recommendation of Chief of Police Paul Newman that Johnathan Scull be reappointed effective February 8, 2022, for a term to expire December 31, 2022; and

WHEREAS, all other terms and conditions of employment for Johnathan Scull shall remain as authorized pursuant to Resolution No. 194-2021.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that Johnathan Scull be reappointed effective February 8, 2022, as Full-Time Special Law Enforcement Officer, Class II for a term to expire December 31, 2022; and

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 8th day of February 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 44-2022**

**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 1, 2024.

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 8th day of February, 2022.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

Exhibit A: Original Agreement

RESOLUTION NO. 121-2019, ATTACHMENT

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

THIS AGREEMENT made on the 22 day of May, 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 # 388 adopted by the Board of Chosen Freeholders on 7/2/19 and by Municipal Resolution # 121, adopted on 5/21/19.

TERMS & CONDITIONS

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

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

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

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

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

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

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

11. TERM:

- A. The County shall complete design and installation of the Improvements within two (2) years from the execution date (i.e., on or before Sept, 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 fail or refuse to perform, or otherwise become in default of any of the terms and conditions of this agreement, then the non-defaulting party shall be permitted to proceed with every available legal and/or equitable remedy. The commencement of any one or more remedies shall not be deemed to prevent the commencement of any other claim or remedy. A failure on the part of the County to object to any default or inaction on the part of the Municipality or its contractor(s), no matter how long the same may continue, shall, in no event be deemed to constitute a waiver of any of the Municipality's obligations hereunder.
18. **NOTICE:** Any notice required to be given to any party hereunder shall be in writing, and shall be either by certified United States mail, postage prepaid, or by telefax communication, and shall be given as follows:

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

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

- A. Upon the expiration of the license term, or upon any sooner termination of this license, the Municipality shall remove all of its improvements from the County

right-of-way, and shall promptly restore the right-of-way in accordance with all applicable ordinances and regulations that are generally applicable to the right-of-way, to the satisfaction of the County Engineer. All required work and materials shall be performed by the Municipality at no cost to the County. Upon acceptance of the Municipality's restoration work, the Municipality shall quit and surrender its right to use and occupy the license area as set forth in this agreement.

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

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

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

Attest:

Mary Canesi RMC
Mary Canesi, Clerk

City of Northfield
[Signature] 5-22-19
Erland Chau, Mayor (Date)

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

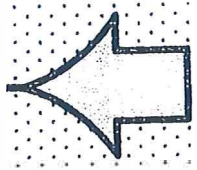
[Signature]
City Solicitor

Attest:

[Signature]
Sonya Harris, Clerk
Board of Chosen Freeholders

County of Atlantic:

[Signature]
Dennis Levinson, County Executive (Date)



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

[Signature]
James F. Ferguson, County Counsel

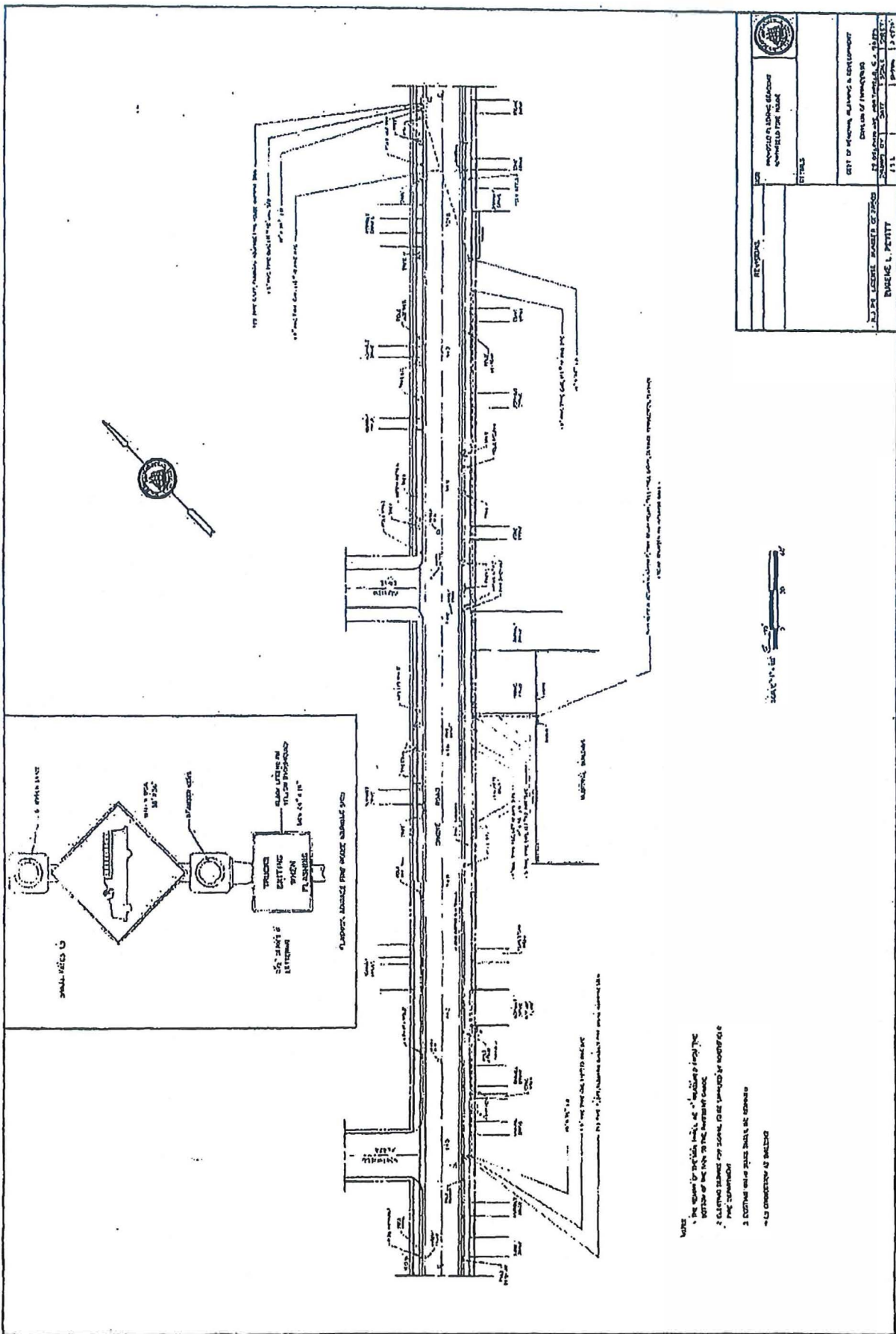
Exhibit A: Design Plan and Additional Technical Information


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

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

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

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



	PROJECT NO. 101-102-101 PROJECT NAME: PROPOSED EXPANSION OF THE EXISTING PARKING STRUCTURE AT THE INTERSECTION OF HIGHWAY 101 AND HIGHWAY 102, EUGENE, OREGON
	CITY OF EUGENE, OREGON DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING PROJECT NO. 101-102-101 SHEET NO. 101-102-101-1

NOTE:
 1. THE EXISTING STRUCTURE IS A 100,000 SQ. FT. STRUCTURE WITH A HEIGHT OF 12 FEET TO THE ROOFLINE.
 2. THE PROPOSED STRUCTURE IS A 100,000 SQ. FT. STRUCTURE WITH A HEIGHT OF 12 FEET TO THE ROOFLINE.
 3. THE PROPOSED STRUCTURE IS TO BE CONSTRUCTED IN PHASES.
 4. THE PROPOSED STRUCTURE IS TO BE CONSTRUCTED IN PHASES.



TO BE CONSTRUCTED

ITEM NO.	TO BE CONSTRUCTED	DATE	QUANTITY	ADJUST QUANTITY
1	INSTALL SIGNAGE	10/17	7	7
2	INSTALL SIGNAGE	10/17	7	7
3	INSTALL SIGNAGE	10/17	7	7
4	INSTALL SIGNAGE	10/17	7	7
5	INSTALL SIGNAGE	10/17	7	7
6	INSTALL SIGNAGE	10/17	7	7
7	INSTALL SIGNAGE	10/17	7	7
8	INSTALL SIGNAGE	10/17	7	7
9	INSTALL SIGNAGE	10/17	7	7
10	INSTALL SIGNAGE	10/17	7	7
11	INSTALL SIGNAGE	10/17	7	7
12	INSTALL SIGNAGE	10/17	7	7
13	INSTALL SIGNAGE	10/17	7	7
14	INSTALL SIGNAGE	10/17	7	7
15	INSTALL SIGNAGE	10/17	7	7
16	INSTALL SIGNAGE	10/17	7	7
17	INSTALL SIGNAGE	10/17	7	7
18	INSTALL SIGNAGE	10/17	7	7
19	INSTALL SIGNAGE	10/17	7	7
20	INSTALL SIGNAGE	10/17	7	7



CONSTRUCTION SPECIFICATIONS

1. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

2. The contractor shall ensure that all construction work is completed in accordance with the plans and specifications.

3. The contractor shall maintain access to all existing utilities and structures throughout the project.

4. The contractor shall provide adequate safety measures for all workers and the public during construction.

5. The contractor shall be responsible for the removal and disposal of all construction waste and debris.

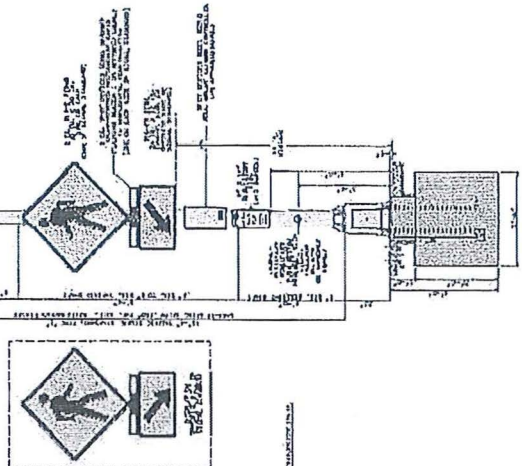
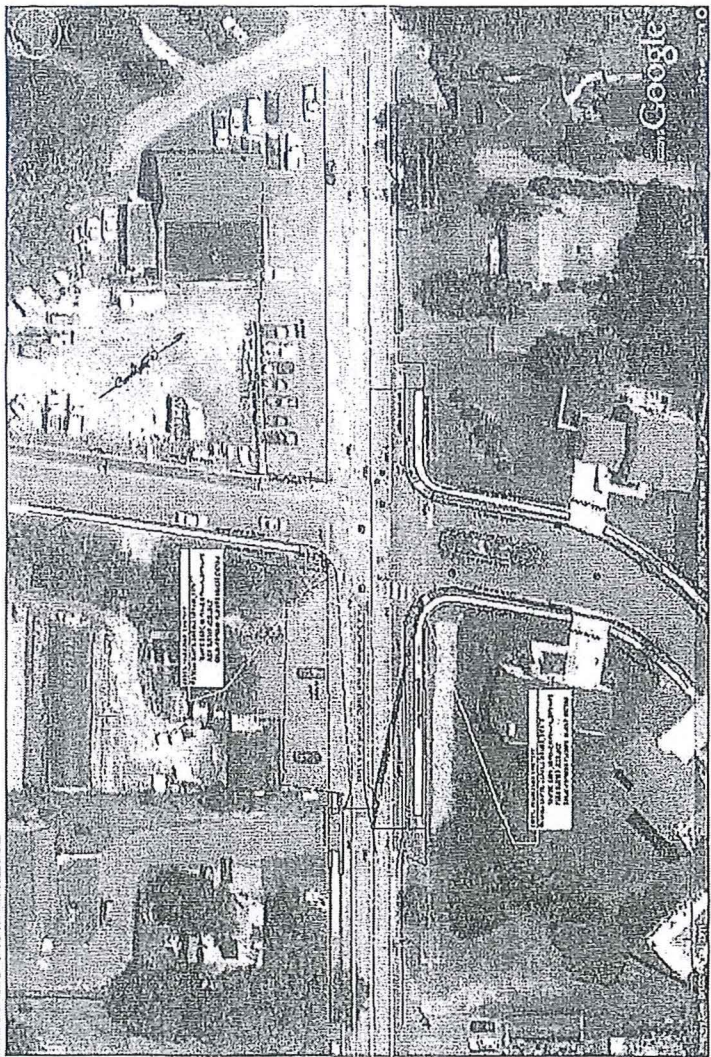
6. The contractor shall ensure that all construction materials and equipment are stored in a safe and secure manner.

7. The contractor shall provide regular communication and reporting to the project manager and other stakeholders.

8. The contractor shall be responsible for the final inspection and acceptance of the completed work.

9. The contractor shall provide a warranty for the construction work for a period of one year from the date of completion.

10. The contractor shall be responsible for the maintenance and repair of the construction work for a period of one year from the date of completion.



SOLAR-POWERED PEDESTRIAN CROSSING FLASHING PEDESTRIAN BEACON

COUNTY ROUTE 802
MILWAUKEE, WISCONSIN
ST. JAMES, WISCONSIN

CONTRACT NO. 1001-020-000-000

PROJECT: PLAN, SPECIFICATIONS, AND ESTIMATE

DESIGNED BY: JOSEPH P. PALMER, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF WISCONSIN

SCALE: 1" = 10'

DATE: 10/17/17

NO.	DATE	REVISIONS

EXHIBIT B - TO AMEND / EXTEND ORIGINAL AGREEMENT

**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 _____ 2022, by and between the **CITY OF NORTHFIELD**, having its office at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter referred to as the "City"); and the **COUNTY OF ATLANTIC**, a body corporate and politic of the State of New Jersey, with offices at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County").

BACKGROUND

The City and the County have entered into an Agreement dated **May 22, 2019**, generally 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. The City and the County now desire to amend said agreement as set forth below. **This Amended Agreement is authorized per Municipal Resolution No. _____, adopted _____, 2022 and County Resolution No. _____, adopted _____, 2022.**

NOW THEREFORE, in consideration of the promises and mutual undertakings exchanged by the City and the County, it is agreed as follows:

1. The Agreement originally executed on **May 22, 2019**, concerning the installation and maintenance of flashing traffic signal equipment to be installed within the County ROW of Shore Road (CR 585) in Northfield City, attached as Exhibit A, is hereby amended to extend the term for a period of (2) two years to expire on **February 1, 2024**.
2. All other terms, conditions, and requirements of the said Agreement shall remain in full 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:

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:

Sonya Harris, Clerk
Board of County Commissioners

Dennis Levinson, County Executive (Date)

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

James F. Ferguson, County Counsel

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 45-2021**

AUTHORIZING REFUND OF ZONING PERMIT FEES

WHEREAS, the Northfield Zoning Department did collect fees from applicant Yaeko Breech for a zoning approval in the form of an application for a Certificate of Business, for the property located at 333 Tilton Road, Northfield, and

WHEREAS, before a Zoning decision was rendered, applicant Yaeko Breech submitted a request to withdraw her application and has requested a refund of applicable fees collected by the City of Northfield, and

WHEREAS, the Zoning Department did collect fees in the amount of \$65.00 for the application that has been withdrawn.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Northfield authorizes the refund of \$65.00 to Yaeko Breech, 33 White Pond Court, Galloway, NJ 08205.

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 8th day of February, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 46-2022**

MEMORIALIZE RESIGNATION OF ELECTRICAL INSPECTOR

WHEREAS, pursuant to Resolution No. 189-2021, the Common Council of the City of Northfield approved the appointment of Brian Hacking as Part-Time Electrical Inspector effective November 16, 2021.

BE IT RESOLVED, that the Common Council of the City of Northfield does hereby memorialize Brian Hacking's resignation of employment effective January 21, 2022; and

BE IT FURTHER RESOLVED, that Brian Hacking's last day of work was January 20, 2022.

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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 47-2022**

AUTHORIZING THE SALE OF CITY OWNED LAND

WHEREAS, the properties identified on the Official Tax Map of the City of Northfield as:

<u>Block</u>	<u>Lot(s)</u>
92	30
92	31

(hereinafter collectively the “Properties”) are owned by the City of Northfield, are undeveloped, and are not needed for public purposes; and

WHEREAS, it is in the best interest of the City to sell such land to reduce liabilities; and

WHEREAS, Block 92, Lot 30 is less than the size required for development under the City of Northfield’s zoning ordinance; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13.2, the owners of real property contiguous to Block 92, Lot 30, were provided with notice of the anticipated sale and the opportunity to bid on Block 92, Lot 30 prior to public auction; and

WHEREAS, none of the owners of owners of real property contiguous to Block 92, Lot 30, submitted a sealed bid in accordance with the deadline provided of February 7, 2022 at 11:30am; and

WHEREAS, it is in the best interest of the City to advertise this land for public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13.1.

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

1. The Municipal Clerk and/or the City Solicitor are authorized, subject to the conditions set forth herein, to offer for sale by public auction all of the City’s right, title and interest in and to the Properties pursuant to the provisions of N.J.S.A. 40A:12-13.
2. As a condition of the sale, the Properties must be purchased together, and the minimum bid for the Properties shall be as follows:

<u>Block</u>	<u>Lot(s)</u>	<u>Minimum Bid</u>
92	30 and 31	\$100.00

3. No bid less than the minimum amount set forth will be considered.

4. The Properties being offered for public sale hereunder are not necessary for public municipal purposes and the best interest of the public shall be served in selling the Properties by public sale to the highest bidder at or above the minimum price set forth in paragraph 2 above, with the Common Council of the City of Northfield reserving the right to accept or reject any and all bids or otherwise remove any of the Properties from sale. The public sale shall take place at the Northfield City Hall, 1600 Shore Road, Northfield, NJ 08225 on a date and time to be established by the Clerk. Bids shall be received by the Municipal Clerk in accordance with procedures to be announced by the Municipal Clerk. A deposit by certified check, bank check or money order made payable to the City of Northfield in an amount not less than ten percent (10%) of the bid must be paid by the successful bidder at the time of the sale. The Clerk may by the announcement made at the time and place scheduled for the public sale adjourn the sale to another date and time and such announcement shall be deemed adequate notice to all interested parties.
5. All bids shall be referred to the Common Council of the City of Northfield for review and final approval pursuant to N.J.S.A. 40A:12-13 and the City reserves the right to accept the highest bid or to reject any and all bids for the Properties. The deposits with respect to any unsuccessful bid and any rejected bid shall be returned.
6. The successful bidder shall be responsible for the cost of preparation of the deed of conveyance and any related documents for the transfer of title, not to exceed \$500.00. The balance of the purchase price, together with cost of preparation of the deed of conveyance and related documents for the transfer of title must be paid by certified check, bank check or money order made payable to the City of Northfield and provided to the Municipal Clerk within ten (10) days of the date of sale. The successful bidder shall be responsible for the recording of the deed and for the cost of such recording.
7. A bargain and sale deed without covenants shall be delivered at the Office of the Municipal Clerk on or before 45 days after the sale. The Mayor and Municipal Clerk are hereby authorized to execute said deeds and other conveyance documents and the City Solicitor is authorized to prepare such deeds and documents.
8. In addition to the terms and conditions set forth herein, the successful bidders agree to the imposition of the following conditions by the City:
 - a. Properties listed together above must be bid and purchased together.

- b. In the event that the successful bidder fails to close title, the bidder agrees to forfeit to the City any and all monies deposited with the City.
 - c. The City does not warrant or certify title to the Properties and in no event shall the City be liable for any damages to the successful bidder. If title is found defective or unmarketable for any reason, and the bidder waives any and all rights and damages and liens against the City, the sole remedy of the successful bidder shall be the right to receive a refund, prior to closing of title, of the deposit paid. It is the right of the successful bidder to examine title prior to closing. In the event of closing and a later finding of a defect of title, the City shall not be required to refund any money or correct any defect in title and shall not be held liable for damages. Acceptance of an offer to purchase shall constitute a binding agreement and the successful bidder shall be deemed obligated to comply with the terms and conditions contained herein.
 - d. The deed of conveyance shall be subject to all matters of record which may affect title, what an accurate survey would reveal, the Ordinances of the City of Northfield, and the reservation of an easement for all natural or constructed drainage systems, swales, pipes, drains, inlets, waterways and easements, if any, on the land and a continued right of maintenance and flow thereof. The City shall be without obligation to provide access, public or private, or to provide any improvements.
 - e. The deed will contain a covenant that neither the purchaser nor any future owner or potential developer of the lot may assert a claim against the City of Northfield based upon the inability to develop or use the lot including, but not limited to, a claim for inverse condemnation or damages of any kind.
 - f. The City makes no warranties whatsoever regarding said lands and assumes no responsibility for environmental conditions, known or unknown, regarding said lands. The bidder shall be responsible for the exercise of due diligence in determining the condition of the land, including but not limited to, the determination of any title conditions, environmental conditions, zoning and development restrictions and any other condition or restriction that might impact the use of the land.
9. The Municipal Clerk, the Mayor and the City Solicitor are authorized to prepare and execute any and all such documents and to take any and all such actions as may be required to affect the transactions set forth herein.
 10. The Municipal Clerk shall file with the Director of Local Government Services in the Department of Community Affairs any required affidavits verifying the publications of the advertisements required by N.J.S.A. 40A:12-13(b).

11. The sale of such lands is subject to applicable New Jersey Law concerning the disposition of municipal real estate and all other applicable laws and ordinances of the State of New Jersey and the City of Northfield.
12. All potential sales are subject to final approval by the Common Council of the City of Northfield.
13. The City reserves the right to waive any and all defects, informalities and irregularities in any bid. The City further reserves the right to reject all bids in each instance where the highest bid is not accepted and to, in its discretion, re-advertise the Properties for sale. No bid shall be considered finally accepted until confirmed by the Common Council.

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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 48-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, on behalf of Mainland Youth Lacrosse, Mr. George Livingston has properly submitted an Application for Use of Facilities for the 2022 season requesting use of the Football Field for girls ages 11 to 14 lacrosse as follows:

For Practice Only:

Monday – Friday; February 28th - May 20th, 5:30pm -7:00pm, on all dates
and

For Game Play: *(2 of the 9 listed dates, may need to reschedule due to rain)*
March 19th, March 26th, April 2nd, April 9th, April 16th, April 23rd, April 30th,
May 7th and May 14th ; from 9:00am to 5:00pm on all dates

WHEREAS, Mainland Youth Lacrosse has requested the use of the bathrooms and lights; and

WHEREAS, the Football Field bathrooms are operational on a weather-dependent, 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 bathroom 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. George Livingston 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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk



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

Name and Address of Organization: Mainland Youth Lacrosse Club, 2272 Burroughs Avenue, Northfield

Tell Us Who You Are / Description and Purpose of Organization: The mission of MYLC is to teach and promote the sport of lacrosse at the youth level (3rd - 8th grade boys and girls) for children who reside in Northfield, Linwood and Somers Point. MYLC is a no cut, inclusive program

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? \$ 120 per: [x] Person [] Day [] Season [] (other)

Name of Applicant / Responsible Party: George Livingston Title/Affiliation Girls' Coordinator

Home Address: 2272 Burroughs Avenue, Northfield

Telephone: (H) [] (C) [] (W) []

Name and Location of Facility(ies) Being Requested: Birch Grove Park, Football Field - Burton Avenue

For the Following Purpose: Practice, scrimmages and games for girls 5/6 and 7/8 grades

on the Following Date(s): Feb 28-May 20, Monday - Fridays 5:30-7:30pm, Two Saturday games 9-5pm

Specify Hours of Use: From: March 19-May 14 - to be scheduled Are Field Lights Requested? [x]

*If Yes, Provide Dates / Times for Requested Light Use: Feb 28-approx March 11, depending on sunset

*LIGHT USE FEE APPLIES, IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHEFIELD MUNICIPAL CODE

of Participants per Date: [] # of Participant who are Northfield Residents: majority

Will Juveniles be Present? Yes [x] No [] If Yes, What Ages? 11-14

Have You Applied to Other Municipalities for Use of their Facilities for this Event? [] Yes [x] 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 IS 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: [Signature] DATE: 1/14/21

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

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 49-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. William Kern has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field Friday, April 1, 2022, from 3pm until 10pm for two Mainland Regional High School Varsity Baseball games; and

WHEREAS, Mr. William Kern has presented this request on behalf of Mainland Regional High School Baseball of Linwood; 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; and

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. William Kern 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 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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk



CITY OF NORTHFIELD

Application for Use of Facilities

(Other than Use of Birch Grove Park Center)

Name and Address of Organization: MAINLAND REGIONAL HIGH SCHOOL BASEBALL
1301 OAK AVE., LINWOOD, NJ, 08221

Tell Us Who You Are / Description and Purpose of Organization: HIGH SCHOOL BASEBALL
TEAM. The two games played on the night requested are
part of our COACHES VS. CANCER WEEKEND. 100% of money benefits Americans

Is the Group a Not-For-Profit Organization? Yes No Cancer Society.

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

If Yes, How Much? \$ 250 per: Person Day Season TEAM (other)

Name of Applicant / Responsible Party: BILLY KERN Title/Affiliation HEAD BASEBALL COACH

Home Address: 2 HOLLY DRIVE, NORTHFIELD, NJ, 08225

Telephone: (H) _____ (C) [REDACTED]

Name and Location of Facility(ies) Being Requested: BABE RUTH BASEBALL FIELD

For the Following Purpose: 2 VARSITY BASEBALL GAMES (4:00pm / 7:00pm)

on the Following Date(s): 4/1/22

Specify Hours of Use: From: 3:00pm To: 10:00pm Are Field Lights Requested? Yes

*If Yes, Provide Dates / Times for Requested Light Use: 7:00pm game (4/1/22)

**LIGHT USE FEE APPLIES, IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE*

of Participants per Date: 30 # of Participants who are Northfield Residents: TBA - Approx. 10

Will Juveniles be Present? Yes No If Yes, What Ages? 15-18

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 IS 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: Will R. Kern DATE: 1/23/21
Signature

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

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 50-2022**

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 from March 1st through July 31st and August 15th through November 1st from 8am until 10pm for youth recreational baseball and softball; and

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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk



CITY OF NORTHFIELD

Application for Use of Facilities

(Other than Use of Birch Grove Park Center)

Name and Address of Organization: Northfield Little League
1700 Burton Ave, Northfield, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: Jason Yard president of
NFL Little League Baseball/Softball for Northfield Residents
Age 5-12.

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

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

If Yes, How Much? \$ 100 per: Person Day Season (other)

Name of Applicant / Responsible Party: Jason Yard Title/Affiliation NFL president

Home Address: 700 Hollywood Ave, Northfield, NJ 08225

Telephone: (H) [REDACTED] (C) [REDACTED] (W) —

Name and Location of Facility(ies) Being Requested: 1700 Burton Ave Baseball/Softball
fields (Farm, softball, minor, major field. Also use of snack bar

For the Following Purpose: To play little league baseball/softball for youth
on the Following Date(s): March 1, 2022 / July 31, 2022 - August 15, 2022 / Nov 1, 22

Specify Hours of Use: From: 0800AM To: 1000PM Are Field Lights Requested*? Yes

*If Yes, Provide Dates / Times for Requested Light Use: Use of field lights depends on
weather but all days times that field is open use will fluctuate.

*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: 230

Will Juveniles be Present? Yes No If Yes, What Ages? 5-12 yrs

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: _____

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 IS 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: Jason Yard DATE: 1-13-22
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. 51-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Sean Sutley has properly submitted an Application for Use of Facilities requesting use of the Major League Baseball Field from March 1st until July 21, 2022, Saturdays only, for practice and potential games (3 hour maximum per date, daylight hours); and

WHEREAS, Mr. Sean Sutley has presented this request on behalf of 10U South Jersey Sand Sharks (ages 10 and 11); and

WHEREAS, specific dates and times to be determined based on the future needs of the Northfield Little League Program and the associated previously authorized field use requests.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Sean Sutley 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 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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk



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

Name and Address of Organization: 100 St Savel Sharks
605 Herzl Ave, Northfield, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: Sean Sutley reside of Northfield, Vice president NJC, Coach of St Savel Sharks travel baseball, To play competitive baseball of 11u kid in SS.

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

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

If Yes, How Much? \$ 300 per: Person Day Season (other)

Name of Applicant / Responsible Party: Sean Sutley Title/Affiliation Coach

Home Address: 605 Herzl Ave Northfield NJ

Telephone: (H) _____ (C) _____ (W) _____

Name and Location of Facility(ies) Being Requested: 1700 Burgans Ave (Mayors Field)

For the Following Purpose: To practice/games for travel baseball

on the Following Date(s): March 1, 2022 / July 31, 2022 (Saturdays ONly)

Specify Hours of Use: From: 1000a To: 100pm Are Field Lights Requested*? NO

*If Yes, Provide Dates / Times for Requested Light Use: N/A

**LIGHT USE FEE APPLIES, IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE*

of Participants per Date: 11 # of Participants who are Northfield Residents: 6

Will Juveniles be Present? Yes No If Yes, What Ages? 10, 11 years old

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 IS 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: [Signature] DATE: 1/13/22
 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. 52-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Joe Bunting has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field on Mondays, from May 31st through August 15th, from 7:00pm until 9:00pm; and

WHEREAS, Mr. Joe Bunting has presented this request on behalf of Northfield Cardinals – South Jersey South Shore Baseball League; and

WHEREAS, said approval requires the for 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; and

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Joe Bunting 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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

TEAM:
NORTHFIELD CARNIALS



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

Name and Address of Organization: SOUTH JERSEY SOUTH SHORE BASEBALL LEAGUE
1337 NEW ROAD NORTHFIELD, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: PROVIDING A COMPETITIVE BASEBALL LEAGUE OF TEAMS IN SOUTHWEST NJ IN WHICH BASEBALL PLAYERS HAVE THE OPPORTUNITY TO COMPETE, DEVELOP THEIR SKILLS, PURSUE COLLEGIATE &/OR HS CAREERS, AND PROVIDE BASEBALL INSTRUCTION TO YOUTH IN THE COMMUNITY

Is the Group a Not-For-Profit Organization? Yes No
Do Participants Pay a Fee for Your Sport / Event? Yes No

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

Name of Applicant / Responsible Party: JOE BUNTING Title/Affiliation PRESIDENT / COACH

Home Address: 509 PIERCE AVE LINWOOD, NJ

Telephone: (H) [REDACTED] (C) [REDACTED] (W) [REDACTED]

Name and Location of Facility(ies) Being Requested: NORTHFIELD BARBETH FIELD
BIRCH GROVE PARK

For the Following Purpose: PLAY BASEBALL ON BARBETH FIELD

on the Following Date(s): 5/31/22 TO 8/15/22 MONDAY NIGHTS

Specify Hours of Use: From: 7AM To: 9PM Are Field Lights Requested? YES

*If Yes, Provide Dates / Times for Requested Light Use: 8PM TO 9PM
BASED ON TIME OF SEASON

**LIGHT USE FEE APPLIES IN ACCORDANCE WITH CHAPTER 250.3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE*

of Participants per Date: 15 # of Participants who are Northfield Residents: 8

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 IS 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: Joseph Bunting DATE: 1/19/22
Signature

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

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 53-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Joe Bunting has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field on Thursdays, from May 31st through August 15th, from 7:00pm until 9:00pm; and

WHEREAS, Mr. Joe Bunting has presented this request on behalf of South Jersey Surf – South Jersey South Shore Baseball League; and

WHEREAS, said approval requires the for 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; and

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Joe Bunting 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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

EAM:
SOUTH JERSEY SURF

ATTACHMENT, RESOLUTION NO. 53-2022



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

Name and Address of Organization: SOUTH JERSEY SOUTH SHORE BASEBALL LEAGUE
1337 NEW ROAD NORTHFIELD, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: PROVIDES A COMPETITIVE BASEBALL
LEAGUE OF TEAMS IN SOUTHERN NJ IN WHICH BASEBALL PLAYERS HAVE
THE OPPORTUNITY TO COMPETE, DEVELOP THEIR SKILLS, PURSUE COLLEGIATE / OLHS

Is the Group a Not-For-Profit Organization? Yes No CLASSES, AND PROVIDE BASEBALL
Do Participants Pay a Fee for Your Sport / Event? Yes No INSTRUCTION TO YOUTH IN THE
COMMUNITY

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

Name of Applicant / Responsible Party: JOE BUNTING Title/Affiliation PRESIDENT / COACH

Home Address: 509 PIERCE AVE LINWOOD, NJ 08221

Telephone: (H) [REDACTED] (C) [REDACTED] (W) [REDACTED]

Name and Location of Facility(ies) Being Requested: NORTHFIELD BASEBALL FIELDS
BIRCH GROVE PARK

For the Following Purpose: PLAY BASEBALL ON BASEBALL FIELD

on the Following Date(s): 5/31/22 TO 8/15/22 THURSDAY NIGHTS

Specify Hours of Use: From: 7 PM To: 9 PM Are Field Lights Requested*? YES

*If Yes, Provide Dates / Times for Requested Light Use: 8 PM TO 9 PM
BASED ON TIME OF SEASON

**LIGHT USE FEE APPLIES IN ACCORDANCE WITH CHAPTER 250.3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE*

of Participants per Date: 15 # of Participants who are Northfield Residents: 8

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 IS 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: Joseph Bunting DATE: 1/19/22
Signature

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

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 54-2022**

AUTHORIZATION TO HIRE PART TIME ELECTRICAL INSPECTOR

WHEREAS, the need exists to hire a temporary part-time Electrical Inspector for the City of Northfield; and

WHEREAS, former City of Northfield employee, William Shelton Marsden, successfully performed as the City's part-time Electrical Inspector from February 4, 2020 (pursuant to Resolution No. 175-2020) through November 21, 2021 (memorialized pursuant to Resolution No. 196-2021); and

WHEREAS, William Shelton Marsden is qualified, and it has been recommended by the City of Northfield Construction Official that he be hired for the position of temporary part time Electrical Inspector; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the hiring of William Shelton Marsden for the position of part time Electrical Inspector, effective February 3, 2022, is hereby approved and memorialized.

BE IT FURTHER RESOLVED, that William Shelton Marsden is subject to understanding and/or completion of the following:

1. Temporary employment for a period not to exceed 90 days unless further authorized by the Common Council
2. Not eligible for health benefits or vacation time
3. Eligible for earned sick leave in accordance with the NJ paid sick leave law
4. Policies and Procedures of the City of Northfield

IT IS FURTHER RESOLVED that compensation for William Shelton Marsden shall be \$300.00 per week, and as set forth in the City of Northfield 2022 Salary Ordinance.

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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 55-2022**

**A RESOLUTION OF THE CITY OF NORTHFIELD,
COUNTY OF ATLANTIC, STATE OF NEW JERSEY
TO ACCEPT ANY AND ALL ANNUAL DISTRIBUTIONS
FROM THE ELLIOTT HOWARD KREVENS FOUNDATION**

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipal governing body is authorized and empowered to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequest, legacy or gift, provided, however, that such bequest, legacy or gift shall not be put to any use which is inconsistent with the laws of this State and of the United States; and

WHEREAS, the Elliott Howard Krevens Foundation (“Foundation”) has been created in order to, inter alia, making annual distributions to various Foundation beneficiaries in accordance with the terms and conditions of the documents governing the Foundation; and

WHEREAS, the City of Northfield and Birch Grove Park were named as a beneficiary of certain annual distributions of Foundation monies in accordance with the terms and conditions of the documents governing the Foundation; and

WHEREAS, for the purposes of the acceptance of any and all present and future distributions, the City of Northfield shall use the funds in a manner consistent with N.J.S.A. 40A:5-29, i.e. for beautification projects at Birch Grove Park.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Northfield, County of Atlantic, and State of New Jersey that, with sincere appreciation, the City of Northfield memorializes the acceptance of any and all present and future distributions from the Elliott Howard Krevens Foundation.

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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 56-2022**

APPOINT SPECIAL LAW ENFORCEMENT OFFICER, CLASS II

BE IT RESOLVED that the appointment of Brandon Garofolo as Special Law Enforcement Officer, Class II, is hereby approved effective February 9, 2022, in accordance with NJSA 40A:14-146.14, et seq.

BE IT FURTHER RESOLVED, that the appointment of Brandon Garofolo shall be for a period of four (4) months, expiring June 9, 2022.

BE IT FURTHER RESOLVED, that the appointment of Brandon Garofolo shall be subject to the following:

1. Hourly rate of pay shall be \$17.00 per hour, in accordance with the City of Northfield's 2022 salary ordinance.
2. Not eligible for vacation time.
3. Eligible for PTO in accordance with City of Northfield policy for part time employees.
4. Successful completion of a pre-employment drug urinalysis screening, to be administered by the State of New Jersey Toxicology Lab.
5. All other Policies and Procedures 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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 57-2022**

**A RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF
ATLANTIC, STATE OF NEW JERSEY TO OPEN A BANK ACCOUNT**

WHEREAS, the Common Council of the City of Northfield has determined it to be in the best interest of the City of Northfield to establish a needed checking account with OCEAN FIRST BANK for the deposit of Affordable Housing and Development Fees collected by the City of Northfield (hereinafter “Bank Account”);

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

1. The Bank Account shall be titled: “City of Northfield Affordable Housing/Development Fees”.
2. The following persons shall be authorized signatories on the Bank Account:
 - a. Mary Canesi, City Clerk/City Administrator;
 - b. Erland Chau, Mayor;
 - c. Dawn Stollenwerk, Chief Financial Officer.
3. Checks to be drawn on the Bank Account SHALL be signed by a minimum of two of the three individuals identified in Article 2, above.
4. Facsimile and/or computer-generated signatures SHALL NOT be acceptable.

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 8th day of February, 2022.

Mary Canesi, RMC, Municipal Clerk