

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JUNE 15, 2021**

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 9, 2021.

Pursuant to N.J.S.A. 10:4-8(b), and Executive Order of the Governor of the State of NJ No. 243, this meeting 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 June 15, 2021 at www.cityofnorthfield.org to determine current seating availability. Face coverings and 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 June 15, 2021. Once all available seats have been reserved, virtual attendance will be required using a web-browser to Join the Zoom Meeting <https://us02web.zoom.us/j/82866814195> or by telephone using one tap mobile +16465588656,,82866814195# or direct dial +1 646 558 8656 using Meeting ID: 828 6681 4195 . 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 June 15, 2021.

FLAG SALUTE

COUNCIL ROLL CALL: Dewees, Madden, Notaro, Perri, Smith, Utts, Polistina

MAYOR: Chau

APPROVAL OF MINUTES – May 18, 2021

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 102-2021** Authorizing the Execution of an Amended Agreement between the County of Atlantic and the City of Northfield for Participation in the ‘Atlantic County Radio Network’
- 103-2021** Award of Contract for the Slip Lining of Portions of the Existing Sanitary Sewer Mains
- 104-2021** Authorizing the Award of Contract for the Purchase and Installation of a Limited Area Fire Suppression System without Public Advertisement for Bids
- 105-2021** Approval of Specifications and Authorization to Proceed with Public Bidding for MA-2021 Reconstruction of Merritt Drive and a Portion of Ridgewood Drive
- 106-2021** To Authorize Liquor License Renewal for the Year 2021-2022 – Bootlegger’s
- 107-2021** To Authorize Liquor License Renewal for the Year 2021-2022 – Ventura’s
- 108-2021** Inserting an Item of Revenue in the 2021 Budget - Body Worn Cameras

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 102-2021**

**AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT
BETWEEN THE COUNTY OF ATLANTIC AND THE CITY OF
NORTHFIELD FOR PARTICIPATION IN THE 'ATLANTIC COUNTY
RADIO NETWORK'**

WHEREAS, Law enforcement, Firefighting, Emergency Medical Services/ First Response and other agencies that serve similar public safety, security and civil preparedness functions require a regional communications network to carry out their missions effectively and safely; and

WHEREAS, to achieve these goals, various law enforcement, firefighting, EMS/ First Response and other agencies serving similar public purposes that operate in or around the Atlantic County region have agreed to participate in a regional communication system hosted by Atlantic County Government; and

WHEREAS, the Agreement has been reviewed by the City of Northfield Municipal Solicitor, and has been reviewed and endorsed by the Mayor of the City of Northfield, the City of Northfield Chief of Police, the City of Northfield Fire Department Chief, and the City of Northfield Emergency Management Coordinator.

THEREFORE, BE IT RESOLVED, that the Mayor of the City of Northfield be and is hereby authorized to execute the 'Atlantic County Radio Network Agreement', incorporated herein.

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 15th day of June, 2021.

Mary Canesi, RMC, Municipal Clerk

**ATLANTIC COUNTY RADIO NETWORK LICENSE AGREEMENT
ADDENDUM #1**

This Addendum is executed on this 13th day of June, 2021 between Atlantic County, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey (hereinafter referred to as the "County"), and City of Northfield, a City of the State of New Jersey (hereinafter referred to as the "Licensee" or "City"), along with Inspira Medical Centers, Inc., a New Jersey nonprofit corporation, with offices located at 165 Bridgeton Pike, Mullica Hill, New Jersey 08062 in the limited capacity as a contractor providing certain Emergency Response services to the City.

BACKGROUND STATEMENT

The City and the County have entered into that certain Atlantic County Radio Network License Agreement dated 6/13/21 (the "License") concerning the City's participation in the Atlantic County Radio Network ("ACRN"), a true copy of which is attached as Exhibit A.

The City, along with the City of Linwood, have entered into a separate agreement with Inspira whereby Inspira will perform certain emergency medical Basic Life Support 911 response services for the Cities, as detailed in that certain Memorandum of Agreement dated 6/13/21 (the "MOA"), a copy of which is attached as Exhibit B.

To perform the services under the MOA for the City, Inspira requires limited access to the ACRN, as a sub-licensee of the City. The County desires to support the City's continued effective participation in the ACRN and is willing to accept Inspira's access to the ACRN as the City's sub-licensee. Inspira desires access to the ACRN as the City's sublicense, subject to the terms hereof.

Terms

1. The License, Exhibit A, is hereby amended to recognize Inspira as the City's sub-licensee, engaged by the City to perform certain emergency response services for the City as detailed in the MOA set forth in Exhibit B.
2. As a condition of access to the ACRN as a sub-licensee of the City, Inspira agrees to be bound by all terms, conditions, and requirements of the City and County License as set forth in Exhibit A.
3. In addition to being bound by all terms and conditions of the License, Exhibit A, Inspira's participation in the ACRN shall be subject to the technical conditions listed on Exhibit C.
4. Except as modified herein, all terms and conditions of the License, Exhibit A, shall remain in full force and effect.

IN WITNESS WHEREOF, the County, Licensee, and Sub-Licensee have caused this Addendum to the Atlantic County Radio Network License Agreement to be executed the day and year first above written.

ATTEST:

LICENSEE:

ATTEST:

INSPIRA, IN IT CAPACITY

AS A SUB-LICENSEE:

6/9/21

Jessica Shaw

ATTEST:

COUNTY OF ATLANTIC

SONYA HARRIS,
Clerk of Board of Commissioners

DENNIS LEVINSON,
County Executive

Approved as to Form
for Atlantic County

EXHIBIT A

Atlantic County Radio Network License Agreement

ATLANTIC COUNTY RADIO NETWORK AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2020, by and between: the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (the "County"), and, the City of Northfield, a municipal corporation of the State of New Jersey, with offices located at 1600 Shore Road, Northfield NJ 08225 (the "Participant").

BACKGROUND STATEMENT

Law enforcement, Firefighting, Emergency Medical Services / First Response and other agencies that serve similar public safety, security and civil preparedness functions require a regional communications network to carry out their missions effectively and safely.

An effective system must have reliable equipment, redundant regional capacity and regionally consistent governance to manage crowded radio frequencies and confidential communications.

The County and ACRN Participants desire to develop and maintain a regional system that would maximize the ability of each individual authorized user of these organizations to communicate with each other freely, with minimal disruption. It is also important for various agencies to have the ability to communicate with each other, particularly when situations require mutual aid and other joint responses.

A fragmented approach to radio communications would unacceptably interfere with effective regional communications and could jeopardize effective response to major events that require multiple agency action.

To address these issues, various law enforcement, firefighting, EMS / First Response and other agencies serving similar public purposes that operate in or around the Atlantic County region have agreed to participate in a regional communication system hosted by Atlantic County Government.

The County's regional system is referred to as the Atlantic County Radio Network (ACRN). The ACRN system seeks to provide the infrastructure and governance necessary to support a regional Public Safety /First Response system. The ACRN system includes various communication towers, hardware, software and support staff.

The County is currently completing upgrades to the system's hardware and software to enhance system capacity, redundancy and interoperability. The above named ACRN Participant is a user

of the exiting ACRN system and desires to continue to use the system, for the ACRN Participant's public purposes. The County desires to grant the ACRN Participant a more formal license to use and participate in the ACRN System, including the upgrades and improvements being performed by the County. The ACRN Participant agrees to accept the same, subject to the terms and conditions set forth below.

This Agreement has been authorized pursuant to Atlantic County Board of Chosen Freeholders Resolution No. _____ and by Participant Resolution No. _____.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the good and valuable promises exchanged by the parties and the benefits accruing to one another from this Agreement, the County and the ACRN Participant agree as follows:

1. INCORPORATION OF BACKGROUND STATEMENT:

The background information set forth above is incorporated herein by reference.

2. GRANT OF LICENSE:

The COUNTY hereby grants and reaffirms any prior grant to the ACRN PARTICPIANT and ACRN PARTICPIANT accepts for itself, its members, officers, agents and invitees this License to use and continue to participate in the ACRN System as described above, subject to the terms and conditions of this agreement.

The ACRN System is reserved for use by first responders, firefighters, law enforcement, civil defense, emergency response, public transportation and similar public purposes that are authorized by this Agreement. The ACRN shall not be used by any person or agency for any purpose not authorized in advance, in writing by the ACRN Administrator.

3. TERM:

This License shall have a term effective _____ 2020, and shall remain in effect for a period of SEVEN (7) YEARS, ending on _____ 2027, unless terminated sooner as provided below. At least 60 days prior to the expiration of the Term, the parties shall meet to discuss a renewal of this Agreement.

4. MUTUAL COOPERATION; NO INTERFERENCE WITH ACRN PARICIPANT'S AUTHORITY:

The undersigned ACRN Participant, as one of many authorized users of the ACRN System, and the County acknowledge and agree that an effective regional system requires cooperation and coordination among the various ACRN Participants. ACRN Participants will use the system in accordance with the rules and policies established by the ACRN Administrator,

and will work cooperatively with each other to maximize effective operation of the ACRN Network across the Atlantic County Region.

5. COUNTY UNDERTAKINGS:

The County shall continue to undertake measures to develop and implement infrastructure, policies and staffing to support a regional radio communications system. These undertakings include, but are not limited to:

- a. Accommodate the undersigned ACRN Participant's use of and access to the ACRN System in accordance with the terms of this agreement;
- b. Provide standards, policies and procedures through the ACRN Administrator to support a regionally integrated and effective communications network;
- c. Monitor and seek solutions to regional communication issues reported by ACRN Participants to the ACRN Administrator;
- d. Contract with a duly qualified provider of technical services as necessary to maintain the regional components of the ACRN System;
- e. Procure, operate and maintain the hardware and software necessary to support a county wide regional communications framework, which will be available to authorized ACRN Participants under the terms of this agreement;
- f. Procure and maintain in effect communication tower leases with third party providers, or county owned towers, as the County may deem most appropriate to accommodate ACRN operations;
- g. Procure and maintain facilities, equipment and staff necessary to operate and maintain the ACRN;
- h. Develop and implement procedures and requirements necessary to govern and administer use groups, including assignment of communication channels and acquisition / programming of radio equipment that will be used on the ACRN.

6. PARTICIPANT UNDERTAKINGS:

In consideration for the grant of this License, the ACRN Participant agrees that it shall:

- a. Purchase and maintain its own radios (subscriber units) and related equipment necessary to participate in the ACRN System as necessary for it to fulfil its radio communication needs;

- b. use the ACRN system out in accordance with the terms if this License. The ACRN Participant shall take appropriate measures to ensure that its individual members comply with the terms of this License,

7. ACRN GOVERNANCE:

UNAUHTORIZED ACCESS TO THE ACRN SHALL NOT BE PERMITTED. If an unauthorized subscriber unit attempts to gain access to the ACRN, the ACRN will take action to block access and disable the unit. The County reserves the right to terminate access / prohibit further access to any user who, in the County's judgment, has willfully violated ACRN governance rules and procedures.

ACRN Participant acknowledges that its use of the ACRN is subject to management and administration of the ACRN by the Atlantic County Department of Public Safety through its Radio Network Administrator.

Notwithstanding the foregoing, so long as the Licensee uses the system in accordance with the terms and conditions of this License, the Radio Network Administrator shall not take any action which will negatively affect or impact the operational and legal integrity of the Licensee's performance of its functions and duties.

8. ACRN PARTICIPANT RADIOS:

- a. **Authorized Radios.** The ACRN Participants have agreed and continue to agree to procure, accept and use only radios that are designed for use on the ACRN and comply with requirements mandated by the ACRN Administrator, based on a P 25 Phase 2 800 Mghz system. All radios purchased or otherwise procured for use on the ACRN must be purchased or procured through a qualified, manufacturer authorized dealer, as determined by the ACRN Administrator.

A radio personally purchased by an individual will not be permitted to access the ACRN.

The ACRN Participant will not cause or permit use of radios that have not been procured from a manufacturer authorized dealer or which are deemed not compatible with the ACRN by the ACRN Administrator.

- b. **Maintenance/Programming.** The ACRN Participant is responsible for the maintenance and repair of its radio equipment, including but not limited to portable radios, mobile radios, and console equipment. All repairs shall be made through a manufacturer authorized repair facility. The ACRN Participant shall develop procedures, in consultation with the County, for ongoing maintenance and operation of all ACRN Participant Radios and any other ACRN Participant communications equipment. This

includes retention of a duly authorized technical support service provider (or qualified in house staff) to ensure that radios and any other ACRN Participant equipment remain compatible with the ACRN.

Subscriber unit programming must be consistent with ACRN requirements.

- c. User Training. The ACRN Participant shall arrange adequate training for its authorized radio users, and shall conduct periodic updated training as needed to ensure that its authorized users are familiar with subscriber unit operations, functions and ACRN System policies and procedures.
- d. No Unauthorized System Access - if programming / reprogramming of subscriber units is necessary, the ACRN Participant shall utilize a manufacturer authorized, duly qualified and vetted vendor who is deemed acceptable by the ACRN Administrator. No access to or use of the system by any technician / programmer will be permitted without prior approval by the ACRN Administrator.

9. NO ASSIGNMENT, SUB LICENSING OR PROVING ACRN ACCESS TO ANY OTHER PARTY:

Any party desiring to access the ACRN System shall submit a written request directly to the ACRN Administrator. The requestor shall be required to execute a copy of this written agreement, be bound by its terms and conditions, and will be required to provide insurance coverage in types and amounts deemed acceptable by County Counsel.

All ACRN Participants are prohibited from assigning, subleasing / sub licensing, selling, and sharing or in any other way allowing any other party to gain access to the ACRN system. The ACRN PARTICPIANT shall not assign, transfer, sublicense, lease, sell, share or allow access to the ACRN System or any portion thereof by any other party, for any purpose.

This prohibition includes any department, division, office, agency, subdivision, authority, or other entity associated with the ACRN Participant which has not been specifically authorized in advance, in writing to use the ACRN System by the ACRN Administrator.

10. NO INTERFERENCE WITH THE COUNTY SYSTEM OPERATIONS:

The operations and activities undertaken by the ACRN PARTICPANT shall be performed, operated and maintained in a manner that shall not (in the reasonable opinion of the ACRN ADMINISTRATOR) cause any interference with or impose any limitation upon, or any damage to the ACRN System (including fixtures or equipment), or with other duly authorized ACRN Participants' use of the ACRN System, or which shall otherwise interfere with County operations or interests.

11. NO ALTERATIONS OF THE ACRN:

The ACRN PARTICPIANT shall not renovate, alter, modify, damage or otherwise interfere with any component of the ACRN. The ACRN PARTICPIANT shall not install, renovate, alter, damage or otherwise make any changes to any other software, fixtures, equipment, or other components of the ACRN system.

12. CONFIDENTIALITY OF ACRN PARTICIPANT'S RADIO PROGRAMMING AND ACRN SYSTEM OPERATIONS:

ACRN considers programming of ACRN Participant Radios / subscriber units and operational programing, database and procedures of the ACRN System to be confidential law enforcement and public safety matters. ACRN Participants shall not divulge any ACRN programming or database information in any way to any entity or person, except as may be specifically authorized and directed by the ACRN Administrator in advance, in writing.

13. DESIGNATED LIAISONS:

The ACRN Participant shall appoint two Liaisons (a primary and secondary liaison) who will have the sole authority for the ACRN Participant to address technical and other operational issues with the County ACDN Administrator, including but not limited to requests for radio programming or database changes. The appointed Liaisons shall also be required to participate in ACRN user's group activities and meetings.

14. COST TO ACRN PARTICIPANT:

- a. All ACRN Participants shall be responsible for costs associated with connection of System Console equipment, or Telephone (TI) Connections necessary for data connectivity to the ACRN. ACRN Participants shall also be responsible to pay the authorized vendor any fees for the proper connection of the above, along with procurement and maintenance of ACRN Participant radios and other ACRN Participant fixtures and equipment.
- b. User Fees. Fees payable to the County are generally assessed in accordance with the requirements of the Atlantic County Code, Chapter 73, Article 5. There shall be no user fee assessed for use of the ACRN System by public safety agencies of municipalities located within Atlantic County that have been authorized to participate in the system by the ACRN Administrator.

15. MUNICIPAL NETWORK ACCESS PRIORITIES:

The ACRN Administrator shall be responsible for establishing and maintaining ACRN System access level priorities

ACRN Participant shall operate its system and equipment in a manner that complies with the system access level priorities and related guidance established by the ACRN Administrator.

16. COMPLIANCE WITH ALL LAWS:

The County shall be responsible to obtain and maintain any permit or license necessary for the County's operation of the ACRN.

The ACRN PARTICIPANT shall be solely responsible for obtaining any and all governmental permits, approvals, or other consents that may be necessary for its participation in the ACRN. The ACRN PARTICIPANT shall utilize the system in conformance with all applicable Federal and State law and regulations.

17. NO WARRANTIES:

The County is granting permission to use the ACRN System as an accommodation to the Licensee, to assist and support the Licensee's public purposes. The Licensee accepts permission to use the ACRN System, and acknowledges that the County offers no express or implied warranties of any kind.

18. ACCEPTANCE OF RESPONSIBILITY:

ACRN Participant agrees to and accepts full responsibility for the acts, negligence and/or omissions of all its employees and agents related in any way to the Participant's use of the system.

The County agrees to and accepts full responsibility for the acts, negligence and/ or omissions of all its employees and agents related in any way to tasks assigned to the County as set forth in this agreement.

19. INDEMNIFICATION:

- a. The ACRN Participant for itself, its contractors, subcontractors, agents, employees, officers and invitees to ACRN system (collectively, the ACRN Participant) hereby covenants and agrees to indemnify, defend, protect and save and hold harmless the County, its successors and assigns, its directors, officers, contractors, agents, employees, servants or any of them (collectively referred to as the County), from and against any and all claims when made for any and all losses, injuries, damages, suits, claims, fines, penalties, costs and expenses whatsoever, which the County may directly or indirectly suffer, sustain, or be subject to, or be held liable for in any way connected with or growing out of any negligent or wrongful action or omission attributable to the ACRN PARTICIPANT.

- b. Nothing in this Agreement shall be deemed to confer upon any third person any right or claims against the ACRN Participant or against the COUNTY, or any of their successors and assigns, directors, officers, contractors, agents, employees or servants arising from or related to this Agreement or participation in the ACRN System. Nothing herein shall be deemed to waive or limit any defense or immunity available to the County or to the ACRN Participant or any of their successors and assigns, directors, officers, contractors, agents, employees or servants that may be available at law or in equity, including any immunity arising under the NJ Tort Claims Act against claims made by any other parties.

20. TITLE TO ACRN SYSTEM EQUIPMENT - NO LIENS OR ENCUMBRANCES:

The ACRN Participant shall not have any ownership interest in the fixtures, equipment, software or hardware or other components of ACRN System that are owned by the County. Execution of this Agreement and granting of this License does not create any lease, agency or partnership relationship between the parties. The ACRN Participant shall not create or permit to be created or to remain, and shall discharge, or cause to be discharged, any lien, encumbrance or charge, including any mechanic's lien or other claim which might be or become a lien, encumbrance or charge upon any County property that is part of the ACRN System.

21. BINDING EFFECT:

This Agreement herein shall apply to and bind the parties and the heirs, legal representatives, successors and assigns of the Parties.

22. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any claims arising from or connected with this permit shall be adjudicated within the Superior Court in Atlantic County.

23. DEFAULT AND TERMINATION:

In the event that either party shall fail or refuse to perform any of their material obligations, or otherwise be in default under this agreement then the non-defaulting party may proceed with all available legal and equitable remedies; provided, however, that the non-defaulting party shall first give the defaulting party written notice setting forth the facts which allegedly constitute a default, along with an opportunity to cure the default, within a time period which shall be reasonable under the circumstances (which, in no event, shall exceed thirty days). The exercise or the beginning of the exercise of any right or remedy shall not preclude subsequent or simultaneous exercise of the same or any other right or remedy.

Notice and an opportunity to cure shall not prohibit an application for emergent relief to protect public safety and welfare, to the extent permitted by law. Failure to comply may result in the loss of use for one or all radios, depending on the nature of the violation.

In addition to any other right or remedy, in the event that an ACRN Participant fails or is unwilling to perform as set forth herein resulting in a default which, in the opinion of the County, is material and significant, the County may terminate the ACRN Participant's right to use the ACRN System. Termination shall be effective within 30 days after the County's issuance of a notice of termination, or on a sooner date if warranted by conditions which, in the County's judgment, constitute an emergency risk to public safety or the safety of other system users.

24. WAIVER:

Any waiver by either party under this Agreement or of any breach by the other party shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said right arose or said breach occurred

25. NOTICE:

Notice provided herein shall be sufficient if sent by certified mail, return request, postage prepaid for ACRN Participant:

and for the COUNTY:

In addition, any event which requires notice on an emergent basis shall be provided by phone and text, by contacts that will be established by the County and ACRN Participant.

26. ENTIRE AGREEMENT:

This Agreement, along with the attached Exhibit A, contains the entire agreement between the parties. All understandings and agreements between the parties are merged into this Agreement.

27. SEVERABILITY:

Each term and provision contained in this Agreement shall be construed to be an independent covenant and provision. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remainder of this Agreement shall not be affected. All other terms and provisions of this Agreement shall be enforced to the extent permitted by law.

28. AGREEMENT MODIFICATION:


This agreement may only be amended in writing with the approval of the County and the ACRN Participant.

IN WITNESS WHEREOF, the parties have duly signed and sealed this agreement as of the date written above.

ATTEST:

City of Northfield:


Mary Canesi City Clerk
Shannon Campbell, Deputy Clerk


Erland Chau, Mayor

ATTEST:

COUNTY OF ATLANTIC:

Sonya G. Harris,
Clerk Board of Chosen Freeholders

Dennis Levinson, County Executive

ACRN PARTICIPANT

APPROVED AS TO FORM:

James Ferguson, County Counsel

EX B, RLS 102

MEMORANDUM OF AGREEMENT

BETWEEN

INSPIRA MEDICAL CENTERS, INC. AND THE

CITIES OF LINWOOD AND NORTHFIELD, ATLANTIC COUNTY, NEW JERSEY

PURPOSE: this Memorandum of Agreement (“MOA”) between and among the Cities of Linwood and Northfield of Atlantic County (hereinafter the “Cities”) and Inspira Medical Centers, Inc. (hereinafter “Inspira”) to establish the terms and conditions for the initiation of Basic Life Support 911 response to Cities of Linwood and Northfield starting **June 13, 2021** (the “Effective Date”). The Cities and Inspira are collectively referred to herein as the “Parties.”

WHEREAS, Cities of Linwood and Northfield are located in Atlantic County New Jersey; and

WHEREAS, Inspira has agreed to provide Basic Life Support 911 Services to Cities of Linwood and Northfield at no cost; and

WHEREAS, the Cities have designated Inspira as the provider of Basic Life Support 911 Services within the jurisdictional boundaries of the Cities; and

WHEREAS, Inspira agrees to perform such Basic Life Support 911 Services in compliance with all applicable laws, regulations and licensure standards, and in accordance with the terms of this MOA; and

WHEREAS, it is the belief of the Parties that, for the best interest of the residents of the Cities and for the purposes of efficiency, the terms of service between Inspira and Cities of Linwood and Northfield should be initiated pursuant to the terms of this MOA to best protect and provide for the health and public safety of the residents of the Cities.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

TERMS

1. Services.

Effective on the Effective Date, Inspira will provide Basic Life Support 911 Services to the Cities of Linwood and Northfield.

- (a) Inspira will dedicate one (1) ambulance, which will provide dedicated primary 911 service to the Cities. This ambulance will be primarily staged and stationed in the City of Northfield pursuant to a certain Lease Agreement between the City of Northfield and Inspira (the “Lease”). Said ambulance shall remain within the borders of the Cities of Linwood and Northfield unless such ambulance is on a Mutual Aid call or in the process of a transport outside said borders.

- (b) Inspira may occupy office space as designated to it by the Cities.
- (c) Mutual Aid requests into Cities of Linwood and Northfield will be requested from closest available unit, which may be from a surrounding community.
- (d) Additional 911 response units for MCI and Fire related incidents will be dispatched as needed from Inspira by requests to iCOMM from Egg Harbor Township Communications.
- (e) Inspira will provide Bariatric and Fire Rehab services and community / sporting event standbys as needed.
- (f) Inspira will respond to Mutual Aid requests from surrounding communities.
- (g) Patients may choose which hospital Inspira will transport them to; Critical patients will be transported to the closest appropriate facility.

2. Independent Contractors.

It is mutually understood and agreed, by and between the Parties, that in the performance of the duties and obligations by the Parties pursuant to this MOA, each Party is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

Cities shall not have nor exercise any control or direction over the methods by which Inspira, and its employees perform their work and functions excepting that Inspira and its employees shall perform their work and duties in accordance with the current approved methods and practices in their profession. The Cities' sole interest is to ensure that the Services are performed in a competent, efficient and satisfactory manner.

Inspira shall have no responsibility for any of the Cities' debts, liabilities, or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of the Cities, its elected and un-elected officials, directors, officers, employees, agents and affiliates. The Cities may not bind Inspira in any way whatsoever with respect to third parties.

The Cities shall have no responsibility for any of Inspira's debts, liabilities, or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of Inspira, its officers, directors, employees, agents and affiliates. Inspira may not bind the Cities in any way whatsoever with respect to third parties.

3. Compliance with Laws.

Inspira shall comply with all applicable State and Federal Laws related to billing, including any regulation imposed by the Department of Health or related Medicare/Medicaid. Inspira operates in a manner that furthers the charitable and community based health care purposes, within the meaning of Section 501(c)(3), by promoting health for a broad cross-section of the community. Specifically, Inspira shall provide services hereunder in a manner that (i) provides access to patient care services, without regard to the patient's race, creed, national origin, gender, payor source or ability to pay, (ii) provides access to patient care services to individuals covered by Medicare or Medicaid; and (iii) provides access to patient care services consistent with Inspira's financial assistance policy. All billing and collection efforts, expenses and liabilities associated therewith

are the responsibility of Inspira. The Cities are not responsible for any deficiencies suffered by Inspira for uncollected amounts from billing.

It is the intent of Inspira to ensure that all patients receive essential emergency and other medically necessary healthcare services. Consistent with its financial assistance policy, Inspira will offer financial assistance through a variety of programs for uninsured and underinsured individuals who do not have the ability to pay for all or part of the hospital services provided by Inspira and will not engage in any Extraordinary Collection Activities as defined by Internal Revenue Code Section 501(r).

The parties believe this MOA avoids any element of inappropriate reimbursement for services as currently provided under federal or state law.

4. Term.

The duration of this MOA shall be for a period of three (3) years effective on the Effective Date. The Parties to this MOA shall have the option to renew this MOA for two one-year extensions absent an objection by any Party being raised no less than ninety (90) days prior to the applicable termination date. Parties may mutually agree to these one (1) year or extended renewal periods as early as March 1 of the applicable year.

The terms and conditions contained in this MOA shall be subject to annual review by the Cities, each of which shall consult with the Cities Administrator in the course of such review. The Cities and Administrator will negotiate in good faith any changes to the terms and conditions of this MOA as are appropriate to reflect the value of the Services of Inspira to the Cities and the success of Inspira in establishing and achieving the goals as outlined in this MOA; provided, however, that if the Cities recommend an amendment that would constitute a material change in the remuneration or responsibilities of either Party under this MOA, with which Inspira does not agree and the Cities persists in insisting on such amendment, the Cities or Inspira will be entitled to treat such event as Termination Without Cause in accordance with Section 5(c) below. Any proposed changes by the Cities must be submitted within thirty (30) days of the annual renewal date, June 1st.

5. Termination.

This MOA may be terminated upon the occurrence of any of the following events:

(a) Immediate Termination.

1. Suspension, curtailment or revocation of Inspira's participation in Medicare/Medicaid programs.
2. Permanent suspension, curtailment or revocation of Inspira's license to operate an EMT service.
3. Inspira's failure or inability or continued eligibility to obtain the insurance required hereunder.

4. Inspira's filing of a petition of bankruptcy, reorganization or assignment for the benefit of creditors.

(b) Termination by Breach or Default.

1. This MOA may be terminated by reason of material breach or default by any Party of any terms, covenants or conditions contained in this MOA.
2. Written notice of the breach and or default, detailing such breach or default, shall be provided by the non-breaching/non-defaulting Party to the breaching/defaulting Party.
3. The breaching/defaulting Party shall have 30 days to cure the Breach or default by written documentation or proofs of cure to the non-breaching/non-defaulting Party. The non-breaching/non-defaulting Party may at its sole discretion allow an additional 30-day cure period. The failure to cure the breach or default within the time allotted shall cause this MOA to be immediately terminated.

(c) Termination Without Cause.

Either Party may terminate this MOA without cause upon one hundred and eighty (180) days' prior written notice to the other Party.

6. Notices.

Any notice, request or other communication provided for under this MOA to the Cities shall be given in writing by delivery in person and shall be addressed to the address shown below, unless notice of change in address is furnished in accordance with this Section 6. Notice shall be deemed given upon receipt.

To the City of Linwood:

City of Linwood
400 W. Poplar Ave.
Linwood, NJ 08221
Attn: Mayor

With a copy to:

City of Linwood
400 W. Poplar Ave.
Linwood, NJ 08221
Attn: City Clerk

To the City of Northfield:

City of Northfield
1600 Shore Road
Northfield, NJ 08225
Attn: Mayor

With a copy to:

City of Northfield
1600 Shore Road
Northfield, NJ 08225
Attn: City Clerk

Any notice, request or other communication provided for under this MOA to Inspira shall be given in writing by delivery by a nationally recognized overnight delivery service or by registered or certified mail, return receipt requested, postage prepaid or in person, and shall be addressed to the address shown below, unless notice of change in address is furnished in accordance with this Section 6. Notice shall be deemed given upon receipt.

To Inspira:

Inspira Medical Centers, Inc.
EMS and Ground Transport
600 Cedar Street
Millville, New Jersey 08332
Attn: Director

With a copy to:

Inspira Health
165 Bridgeton Pike
Mullica Hill, NJ 08062
Attn: General Counsel

7. Records, Reports and Audits.

- (a) Inspira shall provide the Cities the reports, records, and audits as described below. All such documents shall be provided to the Cities Administrator, in electronic form or in such form as may be regulated and mandated by State law.
- (b) Inspira shall provide the Cities a monthly report due on the 10th day of each month, for the previous month. The monthly report shall contain the following information.
 - 1. Total number of Basic Life Support responses, to include number of patient transports and number of calls where a patient was not transported.
 - 2. Response time for all calls, identifying the time of dispatch and time of arrival on scene.
 - 3. The number of incidents calls that were missed by Inspira, if any, including a reason why the incident call was missed.
 - 4. The total number of stand-by assignments, special event assignments or other assistance to the Cities of Linwood and Northfield.

5. Inspira shall maintain and monitor a process for citizens' complaints about response time and service and notify Cities of same in a manner that is compliant with HIPAA. All citizen complaints shall be responded to within three (3) business days.
- (c) Inspira shall maintain proper documentation of calls for billing purposes.
 - (d) Inspira shall maintain documentation reflecting call response time exceeding seven (7) minutes 30 seconds and for all 911 calls falling outside of the 90th percentile response time. All such data shall be included in the monthly report to the Cities. Call response times shall be in accordance with this MOA subject only to industry safety standards.
 - (e) Inspira shall comply with all privacy laws pertaining to medical records. Inspira shall conduct their business in accordance with all applicable laws, including the Health Insurance Protection and Accountability Act.

8. Insurance.

- (a) Inspira shall carry comprehensive general liability insurance for bodily injury, personal injury, and property damage in the amount of \$1,000,000.00 per occurrence with \$2,000,000.00 annual aggregate. This insurance shall include:
 - Liability arising from premises and operations.
 - Liability arising from products and completed operations with such coverage to be maintained for seven (7) years upon termination of the contract
- (b) Inspira shall carry medical malpractice/professional liability insurance with coverage in an amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate. Inspira shall provide tail coverage up to 7 years upon termination of contract.
- (c) Inspira shall be covered by Workers Compensation insurance as required by the Laws of the State of New Jersey and Employer's liability insurance with limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the Cities, its officers, officials, employees, and volunteers for losses arising from work performed by Inspira for the Cities.
- (d) Inspira shall carry Automobile Liability insurance with limits of liability in the amount of \$1,000,000 per accident combined single limit for Bodily Injury and Property Damage with \$2,000,000 annual aggregate. Coverage shall include all owned, leased, hired or borrowed vehicles.
- (e) Inspira shall carry excess liability (catastrophic liability) insurance in the amount of \$10,000,000.

- (f) The Cities shall be named additional insured on the general liability, automobile liability with respect to work performed by Inspira. These coverages shall be primary to the Additional Insureds and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing, or excess. Waiver of Subrogation applies.
- (g) Inspira's insurance shall act as primary coverage, not excess or contributing coverage, with regard to this contract.
- (h) Inspira shall provide the Cities Certificate(s) of Insurance evidencing such coverages. Copies of the Additional Insured Endorsements shall be provided. Inspira shall provide copies of all required insurance policies, annually upon request.
- (i) Inspira shall have the general liability and automobile liability policies endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the Cities.
- (j) Inspira shall assure Cities that all subcontractors are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

8. Indemnification.

- (a) To the extent permitted by law, each Party shall be responsible for the acts and omissions of its respective trustees, directors, officers, employees, and agents and shall, except as specified herein, hold one another harmless from and against any and all liabilities, suits, actions, claims, demands, losses, damages, expenses and costs of every kind and character, including reasonable defense costs and legal fees, suffered or incurred by or asserted or imposed against one another and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the other Party. This provision shall survive the expiration or termination of this MOA.
- (b) In consideration of the advantages, incentives and benefits derived, Inspira agrees to and shall defend and indemnify the Cities, its elected and un-elected officials, directors, officers, employees, agents and affiliates against all third party claims, losses, damages, and or liabilities (collectively "Losses") to the extent arising from the acts, omissions or negligence of Inspira, its agents, servants, officers or employees.

- (c) If any third party notifies the Cities with respect to any matter of Losses (a “Third-Party Claim”) that may give rise to a claim for indemnification against Inspira under Section 9(b), then such Party shall promptly notify Inspira of such claim in writing, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable, any other remedy sought thereunder, any relevant time constraints relating thereto, a reasonably detailed explanation of the events giving rise to such claim and any other material details pertaining thereto (“Tender”); provided, however, that no delay on the part of such Party in notifying Inspira shall relieve Inspira from any obligation hereunder unless (and then solely to the extent) Inspira is thereby prejudiced.

Upon receipt of a Tender, Inspira shall, as soon as practicable thereafter and in good faith, either advise the other Party whether it shall accept the Tender and indemnify and defend the Third Party Claim (“Accept”) or refuse to accept the Tender and decline to indemnify and defend the Third Party Claim (“Deny”). In the event that Inspira notifies the other Party that it elects to Accept, Inspira shall have the right to defend the Party (the “Indemnified Party”) by appropriate proceedings at its expense. The Indemnified Party shall have the right to participate in any defense by the Indemnifying Party. If Inspira Accepts, Inspira shall be authorized to consent to a settlement of or to the entry of any judgment arising from, any such Third Party Claim, to the extent that the settlement or judgment requires only the payment of monetary damages by Inspira or its insurer and without contribution of any type or kind from the Cities and includes no admission of guilt or liability. The Indemnified Party may, at its own expense, seek the advice of independent legal counsel.

If Inspira Denies, the Indemnified Party may proceed to conduct and control the defense with counsel of its choice with a reservation of any and all rights, legal, equitable or otherwise, that the Indemnified Party may have against Inspira.

9. Authority.

Nothing in this MOA is intended to impact the authority and duty of any party to carry out its statutory, regulatory, or other official function. As health and public safety concerns are considered under this MOA, it shall be the prerogative of the Emergency Management Coordinator to make recommendations to the Cities as to any advisable update to the terms and conditions of this MOA.

10. Ineligible Persons.

Each Party represents and warrants to the other Parties that it and its respective officers, directors, trustees, and employees are not “Ineligible Persons” which is defined as any individual or entity who is (a) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs; or (b) has been convicted of a criminal offense relating to the provision of health services or health care items, but has not yet been excluded, debarred, or otherwise declared ineligible; or (c) a “sanctioned entity” or “sanctioned individual” (as those terms are defined in 42 U.S.C. 1320a-7). The foregoing shall be

ongoing representations and warranties during the term of this MOA and each Party shall promptly notify the other Parties of any change in the status of the representations and warranty set forth in this Section 11. In the event of a Party's non-compliance with this Section 11, the non-defaulting Party shall have the right to terminate this MOA immediately.

11. General Terms.

- (a) The validity, enforceability and interpretations of any of the clauses of this MOA shall be governed by the laws of the State of New Jersey. Venue shall lay in the County of Atlantic.
- (b) Signatories for the respective Parties represent that they are duly authorized to enter this MOA.
- (c) This MOA may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which constitute, collectively, one agreement. Facsimile or electronically transmitted signatures shall be deemed effective as originals.
- (d) Entire Agreement and Amendments. This MOA, including all exhibits attached hereto, and the Lease contain the entire agreement of the Parties with respect to the subject matter hereof and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein with respect to the subject matter hereof. This MOA supersedes any and all agreements between the Parties that relate to the delivery of Services to the Cities as set forth in this MOA. Any and all amendments, modifications or waivers shall be effective only if made in writing and executed by all Parties with the same formality as this MOA.
- (e) Waiver. The failure of either Party to insist upon strict performance of any provisions of this MOA shall not be construed as a waiver of any subsequent default of the same or similar nature.
- (f) Severability. If any term, condition, clause or provision of this MOA shall be deemed to be void, by law or otherwise, then only that term, condition, clause or provision shall be stricken from this MOA and in all other respects, this MOA shall be valid and continue in full force, effect and operation.
- (g) Access to Books and Records. In accordance with 42 U.S.C. §1395x(v)(1)(I) (§1861(v)(1)(I) of the Social Security Act), each Party will make available, upon written request by the Secretary of Health and Human Services or the U.S. Comptroller General or their duly authorized representatives, the contract and books, documents, and records necessary to verify the costs associated with the Services. Access to books and records shall be made available for four (4) years after the furnishings of services under this MOA.

- (h) Force Majeure. No Party shall be liable for any delay or default in performing its obligations (other than payment obligations) if such default or delay is caused by any event beyond the reasonable control of such Party, including, but not limited to, acts of nature, war or insurrection, civil commotion, earthquake, fire, storm or flood, labor disturbances, epidemic, or other similar events.
- (i) No Third-Party Rights. Nothing in this MOA shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.
- (j) RFP. The Request for Proposals (“RFP”) is attached hereto as **Exhibit A** and incorporated herein as if set forth in full. To the extent that there are any inconsistencies between the terms and conditions of this MOA and the terms and conditions set forth in the RFP, the terms and conditions of the RFP shall control.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on this ____ day of _____, 2021.

Attest

City of Linwood

by _____

Attest

City of Northfield

by _____

Attest

Inspira Medical Centers, Inc.

by _____

EXHIBIT A
REQUEST FOR PROPOSALS

RESOLUTION NO. 102-2021 - Exhibit "C"

EXHIBIT C - Specific Terms Concerning Inspira's use of the ACRN, as a sublicensee

The following are in addition to the terms and conditions of the License, Exhibit A.

1) Inspira has advised that it plans to purchase and use Motorola APX radios. From past experience with this equipment, it is expected that integration issues will have to be elevated to Motorola corporate for troubleshooting. Any required troubleshooting to integrate Inspira's equipment into the ACRN shall be the responsibility of Inspira and their radio vendor Wireless/Motorola. All Costs for integration issues or problems that may occur, now or at any subsequent time, including any supplemental integration needs arising from any change or upgrade of the ACRN or City systems, will not be the responsibility of Atlantic County, Linwood or Northfield. Cost for all integration/troubleshooting/issues will be the responsibility of Inspira and their vendors.

2) Unauthorized access to the ACRN system, misuse of system keys to facilitate unauthorized radio access to the ACRN system or for other uses not authorized by the ACRN Administrator will not be permitted, and may, in the sole discretion of the ACRN Administrator, be grounds for suspension of participation in the ACRN.

3) Inspira's request for access to all EMS/Fire for Atlantic County is DENIED. Access will be permitted to the following talk groups:

ACRN: County EMS 1, 2, 3, 4- County Fire 1,2,3,4 - Linwood EMS 1 and Fire 1 - Northfield EMS 1 and Fire 1 -Medcom 1 - EHT EMS 1 -VENTNOR FIRE /EMS 1 - MARGATE FIRE /EMS 1 – Somers Point EMS 1 - Atlantic City EMS 1 and LONGPORT FIRE/ EMS 1

Linwood internal city talk groups and Northfield internal city talk groups.

4) Access by Inspira to additional talk groups, not listed above, will require a letter/email from the chief of each agency authorizing access to their talk groups, addressed to the ACRN Administrator

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 103-2021**

**AWARD OF CONTRACT FOR THE SLIP LINING OF PORTIONS OF
THE EXISTING SANITARY SEWER MAINS**

WHEREAS, bid specifications were prepared and solicited by Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC the for the project known as Slip Lining of Portions of the Existing Sanitary Sewer Mains; and

WHEREAS, sealed bids were received and opened by the Deputy Municipal Clerk at 11:00am on Tuesday, May 25, 2021, from the following:

Contractor	Base Amount	Alternate	Total
En-Tech Corp of NJ	\$221,277.63	\$58,397.53	\$279,675.16
Vortex Services, LLC	\$239,163.00	\$65,486.00	\$304,649.00
Mount Construction Co, Inc.	\$591,355.00	\$139,160.00	\$730,515.00

WHEREAS, after review of the bids, Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC has recommended to Council that the contract be awarded to En-Tech Corp of NJ, 91 Ruckman Road, Closter, New Jersey, for their base bid in the amount of \$221,277.63.

THEREFORE BE IT RESOLVED that the Common Council of the City of Northfield accepts the base bid in the amount of \$221,277.63 from En-Tech Corp of NJ, 91 Ruckman Road, Closter, New Jersey.

BE IT FURTHER RESOLVED, Certification of the Availability of funds has been received from the Chief Financial Officer and funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line C-04-55-016-501.

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 15th day of June, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 104-2021**

**AUTHORIZING THE AWARD OF CONTRACT FOR THE PURCHASE
AND INSTALLATION OF A LIMITED AREA FIRE SUPPRESSION
SYSTEM WITHOUT PUBLIC ADVERTISEMENT FOR BIDS**

WHEREAS, the City of Northfield has a need to acquire a limited are fire suppression system for the basement in City Hall as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

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

WHEREAS, Rich Fire Protection. has submitted a proposal dated May 21, 2021 indicating they will provide the sprinkler system for a total price of \$38,964; and

WHEREAS, Rich Fire Protection has completed and submitted a Business Entity Disclosure Certification which certifies that Rich Fire Protection has not made any reportable contributions to a political or candidate committee in the City of Northfield, County of Atlantic in the previous one year, and that the contract will prohibit Rich Fire Protection from making any reportable contributions through the term of the contract, and

WHEREAS, as required by *N.J.A.C. 5:30-5.4* the Chief Financial Officer has certified that funds are available in Ordinance 16-2017, budget account C-04-55-018-701 & Ordinance 12-2020, budget account C-04-55-020-301.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Northfield authorizes the Chief Financial Officer and/or Municipal Clerk to enter into a contract with Rich Fire Protection as described herein; and,

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

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 15th day of June, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 105-2021**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR MA-2021
RECONSTRUCTION OF MERRITT DRIVE AND A PORTION OF
RIDGEWOOD DRIVE – 00608**

WHEREAS, on July 14, 2020, the Common Council of the City of Northfield did adopt Resolution No. 115-2020, authorizing the Municipal Engineer to prepare the bid specifications for the project known as *Reconstruction of Merritt Drive and a Portion of Ridgewood Drive, FY2021 NJDOT Municipal Aid Program*, and funds are available for this purpose; and

WHEREAS, said specifications were prepared by Rami Nassar, of Schaffer, Nassar, Scheidegg, Consulting Engineers, and have been reviewed by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications are hereby approved and the City Engineer is authorized to proceed with public bidding for this project.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 106-2021**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2021-2022**

WHEREAS, an application was submitted by Northfield Liquors LLC to the state of New Jersey Division of Alcoholic Beverage Control for the 2021-2022 renewal of a Plenary Retail Distribution liquor license; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

WHEREAS, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-44-004-001 shall be granted to Northfield Liquors LLC effective July 1, 2021 through June 30, 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 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 107-2021**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2021-2022**

WHEREAS, an application was submitted by LGM Enterprises, Inc., to the state of New Jersey Division of Alcoholic Beverage Control for the 2021-2022 renewal of a Plenary Retail Consumption liquor license; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

WHEREAS, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-33-001-002 shall be granted to LGM Enterprises, Inc. effective July 1, 2021 through June 30, 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 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 108-2021**

INSERTING AN ITEM OF REVENUE IN THE 2021 BUDGET

WHEREAS, NJS.A 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$48,912.00 State of NJ Department of Law & Public Safety, SFY21 Body-Worn Camera Grant and wishes to amend its 2021 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2021:

Miscellaneous Revenue

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

NJ Department of Law & Public Safety
SFY21 Body-Worn Camera Grant

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$48,912.00 is hereby appropriated under the caption of:

General Appropriations

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

NJ Department of Law & Public Safety
SFY21 Body-Worn Camera Grant

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 15th day of June, 2021.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 109-2021**

INSERTING AN ITEM OF REVENUE IN THE 2021 MUNICIPAL BUDGET

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$4,800 Grant from the State of New Jersey, Department of Law & Public Safety, Click It or Ticket Grant and wishes to amend its 2021 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2021:

Miscellaneous Revenue

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

State of New Jersey Department of Law and Public Safety
Click It or Ticket Grant

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$4,800.00 is hereby appropriated under the caption of:

General Appropriations

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

State of New Jersey Department of Law and Public Safety
Click It or Ticket Grant

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 15th day of June, 2021.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 110-2021**

**RESOLUTION JOINING THE ESTABLISHMENT OF THE CENTRAL
MUNICIPAL COURT OF ATLANTIC COUNTY**

WHEREAS, due to the rising cost of Governmental Services it is incumbent upon local governments to seek ways to streamline and share services so as to reduce the tax burden upon local government constituents; and

WHEREAS, the State of New Jersey encourages the concept of shared services and specifically authorizes shared services pursuant to N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, N.J.S.A. 2B:12-1 requires every municipality to establish a municipal court either on a standalone basis or by entering into an agreement to establish a joint municipal court with two or more municipalities pursuant to N.J.S.A. 2B:12-1(b) or by entering into a shared court arrangement with two or more municipalities pursuant to N.J.S.A. 2B:12-1(c); and

WHEREAS, the City of Northfield is in a shared municipal court arrangement with the City of Linwood, NJ pursuant to N.J.S.A. 2B:12-1(b); and

WHEREAS, Atlantic County Executive Dennis Levinson, by letter dated July 17, 2020 invited the County's 23 municipalities to explore the establishment of a county based municipal court and tasked Atlantic County Counsel to lead a committee consisting of interested municipal officials; Judges and officials of the Atlantic County Court System; and

WHEREAS, officials from various municipalities, along with representatives of the Superior Court participated in committee meetings to establish the framework for a countywide municipal court; and

WHEREAS, those discussions included discussions by County Counsel and court representatives with the Atlantic County Mayors' Association and the Atlantic County Police Chiefs' Association; and

WHEREAS, County Counsel and one or more court representatives have made presentations to the governing bodies of various municipalities concerning this program; and

WHEREAS, those discussions have resulted in a document entitled Agreement Establishing the Central Municipal Court of Atlantic County (the "Agreement"), which document establishes the formation of a countywide municipal court and the respective rights and obligations of the respective parties; and

WHEREAS, the Agreement calls for the Central Municipal Court to commence operations as of January 1, 2022 and is for an initial ten (10) year term; and

WHEREAS, the governing body of the City of Northfield has had an opportunity to review the Agreement and all of its details; and

WHEREAS, the Agreement will result in substantial budgetary savings to the Municipality and will enable the Municipality to make more efficient use of its police resources and will result in better utilization of municipal office space and otherwise benefits the health, safety, and welfare of the citizens of this municipality; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield that it does hereby authorize the Mayor to execute the Agreement and does hereby agree to undertake all of the necessary steps to dissolve its current municipal court arrangement and to commence its membership in the Central Municipal Court of Atlantic County effective January 1, 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 15th day of June, 2021.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

AGREEMENT ESTABLISHING THE
CENTRAL MUNICIPAL COURT OF ATLANTIC COUNTY

RECITALS:

WHEREAS, due to the rising cost of Governmental Services it is incumbent upon local governments to seek ways to streamline and share services so as to reduce the tax burden upon local government constituents; and

WHEREAS, the State of New Jersey encourages the concept of shared services and specifically authorizes shared services pursuant to N.J.S.A. 40A:65-1, et seq.; and

WHEREAS, N.J.S.A. 2B:12-1 requires every municipality to establish a municipal court either on a standalone basis or by entering into an agreement to establish a joint municipal court with two or more municipalities pursuant to N.J.S.A. 2B:12-1(b) or by entering into a shared court arrangement with two or more municipalities pursuant to N.J.S.A. 2B:12-1(c); and

WHEREAS, the following Atlantic County municipalities are currently participating in either a joint municipal court arrangement or a shared court arrangement to wit: Town of Hammonton, Buena Vista Township, Folsom Borough, and Egg Harbor City (Joint Court); City of Estell Manor and Weymouth Township (Joint Court); City of Linwood and City of Northfield (Shared Court); and

WHEREAS, Atlantic County Executive Dennis Levinson, by letter dated July 17, 2020 invited the County's 23 municipalities to explore the establishment of a county based municipal court and tasked Atlantic County Counsel to lead a committee consisting of interested municipal officials; Judges and officials of the Atlantic County Court System; and

WHEREAS, municipal officials from the following municipalities have indicated an interest in the concept and have passed a resolution of support for a feasibility study to wit: City of Brigantine; Buena Vista Township; Egg Harbor City; Egg Harbor Township; City of Estell Manor; Folsom Borough; Galloway Township; City of Northfield; City of Somers Point; Ventnor City; and Weymouth Township; and

WHEREAS, Atlantic County Counsel formed a committee consisting of the following persons: Atlantic County Superior Court Assignment Judge Julio Mendez; Retired Atlantic County Superior Court Judge Mark Sandson; Atlantic County Trial Court Administrator Howard Berchtold; Atlantic County Municipal Court Division Manager Brian Jetter; Atlantic/Cape May County Presiding Judge of Municipal Courts Louis Belasco, along with municipal officials from various towns; and

WHEREAS, commencing in September 2020, the committee and subcommittee of various municipal officials have conducted biweekly meetings in an effort to complete a shared services agreement to establish a county based municipal court system; and

WHEREAS, the above referenced committees have discussed concepts for the establishment and operation of a county based municipal court system; and

WHEREAS, the County Executive and County Counsel, along with representatives of the Administrative Office of the Courts (AOC) have sought amendments to pending Senate Bill S3049, which if adopted, would permit the establishment of a county based municipal court system under the control of the County with the ability to commence operations as of January 1, 2022; and

WHEREAS, the committee has reached agreement on certain concepts and principles which will control the establishment and operation of a county based municipal court; and

WHEREAS, the committee participants desire to reduce these concepts and principles to a written document to be discussed with their respective municipal governing bodies;

NOW, THEREFORE, the committee participants, hereinafter referred to as the parties to this Agreement hereby agree to the following items:

I. Parties to the Agreement. The parties to this Agreement are the following:

A. The Atlantic County Superior Court through the auspices of the Atlantic County Superior Court Assignment Judge Julio Mendez and the other Judges and court personnel previously referenced.

B. The municipalities of [enter municipalities once known] , by the elected officials and/or municipal officials referenced above.

C. The County of Atlantic by County Executive Dennis Levinson and County Counsel James F. Ferguson.

II. Purpose of Agreement and Term.

A. **Term.** The above listed parties agree that the provisions of this Agreement shall commence as of January 1, 2022 and shall continue for an initial term of ten (10) years or until December 31, 2032. The parties may agree to extend this Agreement for an additional ten (10) year term.

This Agreement shall be binding upon the participating municipalities upon the passage of a resolution by their respective governing bodies assenting to its provisions.

B. **Purpose.** Following their assent to the terms hereof, each participating municipality shall take the requisite steps to dissolve their current municipal court arrangements and will become a member of the Central Municipal Court of Atlantic County which is hereby established pursuant to N.J.S.A. 2B:12-1(e).

III. Governance.

A. **Operation.** The Central Municipal Court of Atlantic County (hereinafter referred to as the “Central Municipal Court”) will be operated under the auspices of Atlantic County Government. The operation will be done in consultation with the participating municipalities. This consultative process shall work in the following manner:

A Municipal Governance Committee consisting of five (5) persons from the constituent municipalities shall be created. The municipal representatives shall rotate every two (2) years. No municipal representative shall serve on both the Municipal Governance Committee and the Municipal Personnel Committee at the same time. The members on this committee shall be chosen in the following manner to ensure geographical representation to the extent feasible:

1. One (1) municipal representative from a shore community. The shore communities are the following: Atlantic City; Brigantine; Longport; Margate; and Ventnor.
2. One (1) municipal representative each from two of the mainland communities, which are those in or bordering the Shore Road and Route 9 corridors from Absecon south to Somers Point. The mainland communities are the following: Absecon; Linwood; Northfield; Pleasantville; and Somers Point. For purposes of this Agreement, Port Republic is also being included with the mainland communities.
3. One (1) representative from a municipality in the western end of Atlantic County, which area is designated as any municipality located west of Egg Harbor Township, Galloway Township, or Hamilton Township. The western municipalities are as follows: Buena Borough, Buena Vista Township; Corbin City; Egg Harbor City; Estell Manor; Folsom; Hammonton; Mullica Township; and Weymouth Township.

4. One (1) representative from one (1) of the largest constituent municipalities in the system, which could be from either Egg Harbor Township, Galloway Township or Hamilton Township.

In selecting the initial committee representatives, preference shall be given to those municipalities who have been participating in the subcommittee meetings and discussions for the longest period of time. Thus, the recommended representatives would be as follows:

1. For the shore communities: One (1) representative from _____.

2. For the mainland communities: One (1) representative each from Northfield and _____.

3. For the western communities: One (1) representative from either Buena Vista Township or Mullica Township.

4. For the largest communities: One (1) representative from Egg Harbor Township.

This committee will represent the shared interests of the other municipal entities. This committee shall work with County Counsel and the County Administrator, who shall represent Atlantic County, along with the Court Administrator. The Municipal Governance Committee shall discuss court operations and share pertinent information. The County representatives and the Municipal Governance Committee shall meet during the last quarter of each calendar year to prepare the municipal court budget for the ensuing year pursuant to the provisions hereinafter set forth in Section V, entitled Budgetary Process. The Municipal Governance Committee shall also meet with the County representatives on a quarterly basis and report back to and consult with the remaining municipalities. The purpose of this arrangement is

to ensure that the municipalities are kept informed of court operations and the financial status of the Central Municipal Court. The County, through the Court Administrator, will provide such reports and updates as required by State Statute, the New Jersey Rules of Court and administrative directives issued by the Administrative Office of the Courts (AOC).

B. **Atlantic County Functions and Responsibilities.** The Central Municipal Court will be situated at facilities established at the Atlantic County Government Complex (formerly known as the Old Criminal Court House) located at 5901 Main Street, Mays Landing, New Jersey.

The County, in consultation with Superior Court representatives, will identify areas in the Government Complex that are suitable for court rooms and administrative office space. The County will take all steps necessary to convert and outfit two (2) fully functioning court rooms which shall conform to all requirements established by the AOC for utilization as a court room. The County shall also identify an area that can be converted to a third functioning court room should increased participation and circumstances warrant. The County shall also create and outfit an administrative office consisting of approximately 1,500 square feet which shall be outfitted with appropriate furniture fixtures and equipment, including all necessary IT functions. The County shall pay for the entire cost of the above referenced facilities and shall not seek reimbursement from the municipalities as these costs shall constitute the County's contribution to this shared service venture. The County shall also be responsible for all utility charges during the term of this Agreement. All courtrooms and administrative offices shall be outfitted to comply with all security guidelines of the Administrative Office of the Courts.

The County will make arrangements with the Atlantic County Sheriff's Office to furnish all necessary and appropriate court security and this security arrangement will comply with

all security provisions required by the AOC, and shall include installation of metal detectors and other security apparatus as may be required. The County shall pay for the cost and maintenance of this equipment.

C. **Court Functions.** The Central Municipal Court will operate daily, Monday through Friday, during all weeks of the year except for holidays and such times as the Court is closed in following the Court schedule of the New Jersey Superior Court. The Central Municipal Court will hold a morning session which will last from 9:00 A.M. to 12:30 P.M., and an afternoon session which will last from 1:30 P.M. to 4:30 P.M. These sessions shall take place in each of the two court rooms that will be in operation. Each of the court rooms may be designated specifically for traffic violations, local ordinance violations, and criminal cases as the Municipal Court Chief Judge and Court Administrator deem necessary to provide for the most efficient court operations.

Evening sessions may be scheduled as deemed necessary by the Chief Judge and the Court Administrator.

D. **Fines and Court Costs.** Fines and court costs collected by the Central Municipal Court shall be allocated to the municipality from which the underlying offense emanated. The Central Municipal Court shall retain the fines and court costs, which shall be applied against each participating municipality's pro rata share of the total operating costs associated with the management, administration, operation, judicial and staff salaries for the Central Municipal Court (also designated as each municipality's contribution to the Central Municipal Court operations).

Subject to the provisions of N.J.S.A. 22A:3-4, R.S. 39:5-40, R.S. 39:5-41, and N.J.S.A. 2C:46-4c, to the extent each participating municipality's allocated fines and costs exceed its pro rata share of the total operating costs, then that amount will be refunded to the respective

municipality in January of the next calendar year or at such other intervals as may be determined by the Administrative Office of the Courts (AOC). The Central Municipal Court shall provide an accounting to the municipality.

In the event the municipality's allocated fines and court costs are less than its pro rata share of the Central Municipal Court's total operating costs, then the Central Municipal Court Administrator shall forward an accounting of the deficiency and an invoice for same to the respective municipal treasurer in January of the next calendar year or at such other intervals as may be determined by the AOC. The municipality shall remit payment for the deficiency within forty-five (45) days.

IV. Court Personnel.

A. **Positions and salary structure.** A Municipal Personnel Committee consisting of five (5) persons from the constituent municipalities shall be created. The municipal representatives shall rotate every two years. No municipal representative shall serve on both the Municipal Governance Committee and the Municipal Personnel Committee at the same time. The members on this committee shall be chosen in the following manner to ensure geographical representation to the extent feasible:

1. One (1) municipal representative from a shore community. The shore communities are the following: Atlantic City; Brigantine; Longport; Margate; and Ventnor.

2. One (1) municipal representative each from two of the mainland communities, which are those in or bordering the Shore Road and Route 9 corridors from Absecon south to Somers Point. The mainland communities are the following: Absecon; Linwood; Northfield; Pleasantville; and Somers Point. For purposes of this Agreement, Port Republic is also being included with the mainland communities.

3. One (1) representative from a municipality in the western end of Atlantic County, which area is designated as any municipality located west of Egg Harbor Township, Galloway Township, or Hamilton Township. The western municipalities are as follows: Buena Borough, Buena Vista Township; Corbin City; Egg Harbor City; Estell Manor; Folsom; Hammonton; Mullica Township; and Weymouth Township.

4. One (1) representative from one (1) of the largest constituent municipalities in the system, which could be from either Egg Harbor Township, Galloway Township or Hamilton Township.

In selecting the initial committee representatives, preference shall be given to those municipalities who have been participating in the subcommittee meetings and discussions for the longest period of time. Thus, the recommended representatives would be as follows:

1. For the shore communities: One (1) representative from Ventnor.
2. For the mainland communities: One (1) representative each from from _____ and _____.
3. For the western communities: One (1) representative from either Estell Manor or Weymouth Township
4. For the largest communities: One (1) representative from Galloway Township.

The Municipal Personnel Committee shall meet with a Court representative, designated by the Assignment Judge, and County Counsel to determine the number of positions needed for the proper and efficient operation of the Central Municipal Court. In making this determination, the Municipal Personnel Committee will consider municipal court staffing models and statistical information compiled by the AOC.

At the current time and pending further review by the Municipal Personnel Committee, the parties have made a preliminary determination that the following personnel will be needed for the Central Municipal Court's operations:

1. _____ Municipal Court Judges.
2. Five (5) Municipal Prosecutors. The County will consult with the Atlantic County Prosecutor to explore the prospect of having the Prosecutor assign Assistant Prosecutors to perform as the Municipal Prosecutors. In the event the Municipal Prosecutors are furnished by the Atlantic County Prosecutor's Office, then the cost of salary and fringe benefits for those Assistant Prosecutors shall become part of the Central Municipal Court budget to be assessed to the participating municipalities according to the process hereinafter set forth.

In the event Municipal Prosecutors are not assigned by the Atlantic County Prosecutor's Office, then the Municipal Personnel Committee shall select one (1) Chief Prosecutor; three (3) Associate Prosecutors; and one (1) Conflict Prosecutor in accordance with the provisions hereinafter set forth in subsection B.

3. Three (3) Municipal Public Defenders and one (1) conflict Public Defender.
4. Court Administration staff to consist of:
 - a. One Court Administrator;
 - b. Two Deputy Court Administrators;
 - c. One Chief Violations Clerk;
 - d. One Assistant Violations Clerk;
 - e. 14 Clerk Typists;
 - f. One Accounting Clerk; and

g. One Staff Interpreter.

Staffing levels may change based on the number of participating municipalities.

The Municipal Court administrative staff as listed above will be County employees whose salaries and fringe benefits will be paid by the County. These positions will be designated as non-classified under New Jersey Civil Service unless Civil Service regulations provide to the contrary. Since the County is a Civil Service entity under Title 11A entitled Civil Service, and will be the entity providing the services under this Agreement, both the County and the participating municipalities shall abide by the provisions of the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. and shall formulate and file with the Civil Service Commission, an employment reconciliation plan pursuant to N.J.S.A. 40A:65-11.

The Municipal Personnel Committee shall make recommendation as to salary ranges for the above listed positions. These recommendations shall be forwarded to the Atlantic County Executive who shall make the final recommendation as to salaries which shall be submitted to the Atlantic County Board of County Commissioners pursuant to a proposed salary ordinance. The Board of County Commissioners shall then establish the individual salary ranges by ordinance. The salary ordinance shall also set forth the benefit package for each position.

B. **Staff Selection Process.** The selection of the Municipal Court Administrative Staff will be undertaken in the following manner:

1. The Municipal Personnel Committee will advertise for each position and solicit resumes, qualifications and other pertinent information from prospective candidates.
2. The Municipal Personnel Committee will review resumes and interview the prospective applicants as the committee may deem necessary.

3. The committee will submit its list of recommended applicants to the County Executive who shall make the selection from the Municipal Personnel Committee's recommended list. The County Executive's selection shall be subject to confirmation and approval by the Atlantic County Board of Commissioners.

4. The Municipal Court Judges shall be selected in accordance with the provisions of Section VI, paragraph 1 of the State Constitution and the provisions of N.J.S.A. 2B:12-4c. In the event the Governor does not take prompt action on a Municipal Court Judge's nomination, then a Municipal Court Judge may be appointed on a temporary basis pursuant to N.J.S.A. 2B:12-5 by the Atlantic County Assignment Judge from the list of recommended candidates supplied by the County Executive. The Assignment Judge may also act to appoint additional Municipal Court Judges as may be necessary pursuant to this statute.

The selection process shall proceed with the formation of a Municipal Court Judge Selection Committee which shall be comprised of the five members of the Municipal Personnel Committee and the Municipal Court Presiding Judge. This committee shall utilize the following process:

a. Advertise for the position and solicit resumes, qualifications, and other pertinent information from prospective candidates.

b. The Municipal Court Judge Selection Committee will review the information and interview prospective candidates as the committee may deem necessary.

c. The committee shall submit its recommended list of appointees to the County Executive. The County Executive shall then make appointment recommendations from the list submitted to him by the Municipal Court Judge Selection

Committee and shall then submit his recommendations to the Governor and to the Superior Court Assignment Judge. The Governor shall then make the nominations and appointments with the advice and consent of the Senate.

5. In the event Municipal Prosecutors are not furnished by the Atlantic County Prosecutor, then the Municipal Prosecutor positions shall be filled as hereinafter set forth. In order to be eligible for appointment, applicants shall possess and satisfy the requirements set forth in N.J.S.A. 2B:25-4. The Municipal Prosecutors appointed in this fashion shall be retained as independent contractors. The selection of the Municipal Prosecutors shall be undertaken utilizing an RFP/RFQ process and will proceed in the following manner:

a. The Municipal Personnel Committee shall advertise the position and shall solicit resumes and proposals. Applicants will be required to submit a salary proposal on the basis of either a proposed yearly salary or a flat fee per session.

b. The Municipal Personnel Committee will review the resume, qualifications, and proposals and will interview applicants as the committee may deem necessary.

c. The Municipal Personnel Committee will submit its list of recommended hires to the County Executive who shall make the final selection from the Municipal Personnel Committee's recommended list.

6. The Municipal Public Defenders shall not be County employees, but shall be retained in an independent contractor status. The selection of the Municipal Public Defenders shall be undertaken utilizing an RFP/RFQ process and will proceed in the following manner:

a. The Municipal Personnel Committee shall advertise the position and shall solicit resumes and proposals. Applicants will be required to submit a salary proposal on the basis of either a proposed yearly salary or a flat fee per session. In order to be eligible for appointment, applicants shall possess and satisfy the requirements as set forth in N.J.S.A. 2B:24-4.

b. The Municipal Personnel Committee will review the resume, qualifications, and proposals and will interview applicants as the committee may deem necessary.

c. The Municipal Personnel Committee will submit its list of recommended hires to the County Executive who shall make the final selection from the Municipal Personnel Committee’s recommended list.

Based on a preliminary analysis the parties estimate that the Central Municipal Court and its personnel will be engaged as follows:

Proposed Weekly Court Sessions for the County Court						
Court Session Type	Monday	Tuesday	Wednesday	Thursday	Friday Reserved for Trials	Total Sessions Per Week
Daily/Weekly Sessions	4	5	4	5	2	20
Combined Total Monthly Sessions : 80						
Average Combined Weekly Sessions: 20						
Court Sessions may include evening hours along with virtual sessions. Sessions will accommodate: First Appearances for Criminal and Traffic Matters, Trials, Video Conferencing, Remands and Ordinance Violations.						

Court sessions may vary depending on the number of participating municipalities.

V. **Budgetary Process.** The Municipal Governance Committee members, along with the County Administrator, County Counsel, and the Court Administrator will commence budget

preparation in the last quarter of each year for the ensuing year. As part of that process, they will consult with the Presiding Municipal Court Judge of the vicinage and with other Court personnel to secure information and financial input in order to formulate the annual budget.

The Central Municipal Court budget shall include all pertinent expense items including personnel salaries, cost of fringe benefits, and any and all necessary administrative expenses.

The proposed budget shall be submitted to the County Executive in order for the Central Municipal Court budget figures to be made part of the County's overall operation budget, which will be introduced and adopted pursuant to the statutory standards governing the introduction and adoption of the County budget.

VI. Budgetary Assessment. The Central Municipal Court budget shall be assessed to each participating municipality based upon that municipality's pro rata share of its court cases to the total number of court cases for all participating municipalities. Each municipality's assessment shall be sent by the County Treasurer within thirty (30) days of the County's budget adoption to the municipality's Chief Financial Officer and the assessment shall be remitted to the County Treasurer within forty-five (45) days thereafter.

The estimated cost to each participating municipality is reflected on Exhibit A annexed hereto. This document also provides a compilation of estimated savings.

VII. Withdrawal by Municipality. Any participating municipality shall be required to make a full two (2) year commitment to the Central Municipal Court. After the initial two (2) year period, a participating municipality will have the option to withdrawal from the Central Municipal Court by giving six (6) months' notice to the County, the Central Municipal Court Administrator, and the other participating municipalities which notice shall be in the form of a resolution

authorizing the withdrawal. The participating municipality shall be responsible for satisfying its budget assessment for the balance of the year of its withdrawal.

VIII. Amendments. This Agreement may be amended in the following manner:

A. Presentation of the proposed amendment in writing to each constituent municipality and to the County not less than ninety (90) days prior to the proposed amendment's effective date.

B. In order to become effective, the proposed amendment must be approved by resolution of two-thirds (2/3) of the constituent municipalities and by a resolution adopted by two-thirds (2/3) of the Atlantic County Board of County Commissioners.

IX. Termination. This Agreement may be terminated and the Central Municipal Court dissolved upon the adoption of a resolution to that effect by the governing bodies of two-thirds (2/3) of the constituent municipalities pursuant to the provisions of N.J.S.A. 40A:65-23.

X. Ratification. This Agreement shall be deemed null and void unless it is ratified by at least eight (8) municipalities.

Exhibit A

Proposed

Atlantic County Cost to Operate Municipal Court				\$ 1,432,455.86				
	Municipality	Current 3 yr Avg. Cost	Avg. # of Cases Court Years 2017, 2018, 2019	% of total cases	Contribution to County Court Operation	Savings/(Cost)	% of Savings	Avg. 3 Yr Municipal Revenue Collected by the Municipal Court
	Absecon							
	Atlantic City							
	Brigantine							
	Buena Boro							
1	Buena Vista	\$ 177,375.57	3,121	0.061863231	\$ 88,616.35	\$ 88,759.22	50.04%	\$ 77,375.57
	Corbin City							
	Egg Harbor City							
2	Egg Harbor Twp	\$ 881,333.39	15,058	0.298473736	\$ 427,550.45	\$ 453,782.94	51.49%	\$ 636,469.67
3	Estell Manor	\$ 25,022.40	234	0.004638256	\$ 6,644.10	\$ 18,378.30	73.45%	\$ 7,127.80
	Folsom Boro							
4	Galloway Twp	\$ 510,083.33	9,678	0.191833499	\$ 274,793.02	\$ 235,290.31	46.13%	\$ 403,020.30
	Hamilton Twp							
	Hammonton							
5	Linwood	\$ 131,971.67	2,653	0.05258672	\$ 75,328.15	\$ 56,643.52	42.92%	\$ 104,299.48
	Longport Boro							
	Margate City							
6	Mullica Twp	\$ 179,821.97	3,278	0.08493558	\$ 93,017.35	\$ 86,804.62	48.27%	\$ 121,666.33
7	Northfield City	\$ 147,700.39	3,821	0.075738355	\$ 108,491.85	\$ 39,208.54	26.55%	\$ 135,358.18
	Pleasantville City							
8	Port Republic	\$ 32,516.67	1,048	0.020773043	\$ 29,756.47	\$ 2,760.20	8.49%	\$ 21,897.64
9	Somers Point	\$ 311,740.00	4,393	0.087076313	\$ 124,732.98	\$ 187,007.02	59.99%	\$ 204,826.45
10	Ventnor City	\$ 424,877.19	7,016	0.13968385	\$ 199,209.32	\$ 225,667.87	53.11%	\$ 220,311.75
11	Weymouth Twp	\$ 4,800.00	152	0.003012884	\$ 4,315.82	\$ 484.18	10.09%	\$ 2,492.00
		\$ 2,827,242.58	50,450	100.00%	\$ 1,432,455.86	\$ 1,394,786.72		\$ 1,934,844.97

Signatures. Each party who shall participate in the Central Municipal Court shall be obligated to execute this Agreement.

Atlantic County Superior Court

Attest:

Hon. Julio Mendez, A.J.S.C.

Date: _____

County of Atlantic

Attest:

Dennis Levinson, County Executive

Date: _____

Brigantine City

Attest:

Mayor Vince Sera

Date: _____

Buena Vista Township

Attest:

Mayor John Williams

Date: _____

Egg Harbor City

Attest:

Mayor Lisa Jiampetti

Date: _____

Egg Harbor Township

Attest:

Mayor Paul W. Hodson

Date: _____

Estell Manor City

Attest:

Mayor Joseph Venezia
Date: _____

Folsom Borough

Attest:

Mayor Greg Schenker
Date: _____

Galloway Township

Attest:

Mayor Jim Gorman
Date: _____

Hamilton Township

Attest:

Mayor Charles Cain
Date: _____

Town of Hammonton

Attest:

Mayor Stephen DiDonato
Date: _____

City of Linwood

Attest:

Mayor Darren Matik
Date: _____

Mullica Township

Attest:

Mayor Kristi Hanselmann
Date: _____

City of Northfield

Attest:

Mayor Erland Chau

Date: _____

City of Port Republic

Attest:

Acting Mayor Stanley Kozlowski

Date: _____

City of Somers Point

Attest:

Mayor John Glasser, Jr.

Date: _____

Ventnor City

Attest:

Mayor Beth Holtzman

Date: _____

Weymouth Township

Attest:

Mayor Kenneth Haeser

Date: _____

**CITY OF NORTHFIELD
RESOLUTION NO. 111-2021**

RESOLUTION INSERTING AN ITEM OF REVENUE IN THE 2021 BUDGET

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$1,931.19 Grant from the NJ Administrative Office of the Courts and wishes to amend its 2021 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2021:

Miscellaneous Revenue

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

State of New Jersey, Administrative Office of the Courts

2021 Alcohol Education, Rehabilitation and Enforcement Fund

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$1,931.19 is hereby appropriated under the caption of:

General Appropriations

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

State of New Jersey, Administrative Office of the Courts

2021 Alcohol Education, Rehabilitation and Enforcement Fund

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 15th day of June, 2021.

Mayor, Erland Chau

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 112-2021**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2021-2022**

WHEREAS, an application was submitted by Atlantic City Country Club 1, LLC to the state of New Jersey Division of Alcoholic Beverage Control for the 2021-2022 renewal of a Plenary Retail Consumption liquor license; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

WHEREAS, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-33-002-010 shall be granted to Atlantic City Country Club 1 LLC effective July 1, 2021 through June 30, 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 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 113-2021**

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

WHEREAS, the federal American Rescue Plan Act of 2021, signed into law on March 11, 2021, was enacted to provide funding for COVID-19 pandemic response and recovery; and

WHEREAS, among the key elements of the Act is the Coronavirus Local Fiscal Recovery Fund (LFRF); and all New Jersey municipalities and counties will receive LFRF funds in two tranches, with the federal government releasing the second tranche next year; and

WHEREAS, the City of Northfield has been notified of eligibility for an award of \$840,593.16 from the LFRF; and

WHEREAS, municipalities receiving LFRF funds will be required to submit documentation and reports on an ongoing basis.

THEREFORE, BE IT RESOLVED, that the City of Northfield shall comply with all requirements of the American Rescue Plan, and that CFO Dawn Stollenwerk and Municipal Clerk/Business Administrator Mary Canesi be and are authorized to execute and submit any and all documents and reports required for receipt of LFRF monies.

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 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 114-2021**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION
NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH
THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS
ACT, N.J.S.A. 10:4-12b(8), REGARDING PERSONNEL MATTERS**

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

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

WHEREAS, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(8), specifically the terms and conditions of employment of Mary Rudloff as related to a potential change in status from part-time to full-time employment.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield that Council move into Executive Session, closed to the public.

IT IS FURTHER RESOLVED that the deliberations conducted in closed session may be released when a decision with respect to the matter has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to Court protection or subject to attorney-client privilege shall not be disclosed.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 115-2021**

**EMPLOYMENT STATUS CHANGE
FOR PART TIME POLICE RECORDS SECRETARY**

WHEREAS, pursuant to Resolution of Northfield City Council No. 207-2014, Mary Rudloff was hired as Part-Time Police Records Secretary effective December 17, 2021; and

WHEREAS, Chief of Police Paul Newman has advised of the need for additional administrative support for the Northfield Police Department; and

WHEREAS, the recommendation to change the employment status of Mary Rudloff from Part-Time Police Records Secretary to Full-Time Police Records Secretary was made by Chief of Police Paul Newman, and has been endorsed by Mayor Erland Chau.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the status change of Mary Rudloff from Part-Time, to Full-Time, in her position as Police Records Secretary, be and is approved effective June 21, 2021.

BE IT FURTHER RESOLVED that compensation for Mary Rudloff shall be her current hourly rate, and shall be in accordance with the Collective Negotiations Agreement (CNA) between the City of Northfield and Government Workers Union, Local No. 430.

IT IS FURTHER RESOLVED that the for the purposes of a 90-day probationary period, and for benefits and other conditions of employment as afforded to all Full-Time employees under the aforementioned CNA, Mary Rudloff's hire date shall be the effective date of the status change.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the City Council of Northfield, held this 15th day of June 2021.

Mary Canesi, RMC, Municipal Clerk

ENGINEER'S REPORT

ENGINEERING MEMORANDUM

TO: Mayor and City Council, City of Northfield
1600 Shore Road
Northfield, NJ 08225

FROM: Rami Nassar, PE, PP, CME RN
Schaeffer Nassar Scheidegg Consulting Engineers, LLC (SNS)

SUBJECT: Engineers Report for June 15, 2021

DATE: June 11, 2021

PROJECTS:

NF13-00 Atlantic County Improvement Authority (ACIA) Redevelopment Initiative Grant

The ACIA Grant will establish Redevelopment Initiative for the City of Northfield, previously an application was submitted to ACIA, the County Requested additional information, our office submitted the information back in 2019, (1-19-2020) Requested un update from Mr. Bob Mcguigan regarding this grant. **(6-11-2021) Nothing new to report.**

NF13-03 South Jersey Gas (SJG) High Pressure Gas Main Infrastructure Program

For the past 6 years the South Jersey Gas Company worked on upgrading their infra structure throughout the Municipality, most of the work was finished last year. We are working with the Contractor to schedule the remaining paving repairs. There are no new projects scheduled within Municipal Roads. **(6-11-2021) Nothing new to report.**

NF13-00 Catherine Place and Flow Issues with ACUA

I received the pipe inspection report form the ACUA for the gravity system in the Municipality, the existing sewer mains were lined approximately 15 years ago, only few areas were damaged, and the contractor repaired these areas, according to the report, ground water infiltration was minimal. (1-19-2020) we did not receive any additional information since February 18. 2020. **(6-11-2021) Nothing new to report.**

NF13-40 Reconstruction of Shepherd Drive and North Shepherd Drive (Municipal Aid FY 2019)

The City was approved for \$ 285,000.00 from the NJDOT 2019 grants for the reconstruction of Shepherd Drive and North Shepherd Drive. We are working on the design plans. We received the NJDOT concurrence for the design and design specifications. We received only one bid for the base and alternate bids in the amount of \$358,375.00. Due to the weather the project is on hold until Mach 2020. The Contractor is scheduled to start the concrete work around the second week in April 2020, with anticipated project completion in mid-May. (4-24-2020) The Contractor is mobilizing today to start the concrete work on Monday the 27th. (5-8-2020) Contractor finished all the concrete work and paving is tentatively scheduled for the week of May 18th. (5-22-2020 The contractor is scheduled to complete the paving starting June 9th. (6-12-2020) The contractor started to mobilize paving equipment to start the paving portion of this project on Monday the 15th and with anticipated date for completion on the 20th. (7-10-2020) during the reconstruction of the road, a drainage pipe collapsed along North Shepherd

Drive the corrugated aluminum pipe was not installed properly and did not have the proper cover on top it, the Contractor replaced the 15" pipe with 8" ductile iron pipe. The final pavement has completed, the contractor is working on restoration and cleanup. We had an issue with the resident at 2009 Shepherd Drive the landscaping was almost 3' over the paving when the contractor was milling the road, he requested that we get the 3 rhododendrons bushes trimmed back away from the street, Public works did the work and the resident sent a complaint and is requesting to get reimbursed \$1,500 to replace the three bushes, the homeowner failed to comply the property maintenance ordinance (215-47). (8-7-2020) I met with the Contractor to delineate the problematic areas, the Contractor needs to reconstruct an approximately 20' of the concrete gutter and mill and pave approximately 400' to correct the drainage problems. (8-28-2020) the Contractor started the repair work along Shepherd Drive should be finished by next week. (9-11-2020) Contractor started the asphalt repair should be completed by the 15th. (10-2-2020) All repair work has been completed. (10-16-2020) we approved payment # 3 for the contractor, we ordered the core samples and working with contractor on the final change order. (11-20-2020) we are in the process of getting core sample, so we can start closing out this project. (1-14-2021) waiting on the results from the testing company. (2-12-2021) Scheduled the final inspection with the NJDOT Representative for February 20th. (2-24-2021) I met Mr. Yatin Amin from the NJDOT on site to perform the final inspection for the project, no issues were raised, I am working with the Contractor on the final change order so we can proceed with closing out the project. (3-12-2021) we received the core samples report from the testing company all samples were in accordance with the approved plans, we are reviewing the final change order, and will forward our recommendation to Council for the next meeting. (4-1-2021) The Contractor submitted final change order and the project final cost is \$16,056.00 below the contract price. (4-15-2021) Contractor submitted the final payment request. (5-14-2021) Working on closing out the project with the NJDOT. **(6-11-2021) All documents have been sent to the NJDOT so they can process the final payment to the Municipality.**

NF13-37 Municipal Building Parking Lot Paving and ADA Upgrade

We are in the process of designing the necessary ADA upgrade to the municipal building rear entrance, paving and restriping the parking lot. The Municipality will utilize the Atlantic County Improvement Authority Grant to finance portion of the project. We added the library parking lot to the project, and we are working on the field survey. The bid package was not acceptable due to the CCBG funding the bid documents must meet the federal bid guidelines. I met with Bob McGuigan, got all required information, which must be included within the bid package, we will revise the documents accordingly and forward it to him for final approval. Nothing new to report. (4-24-2020) I will get the bid package to the Clerk's office for council review and authorization to go out to bid by May 4th. (5-22-2020) Plans and bid package is at the Clerk's office for Council member review, waiting on the Council authorization to proceed with the bidding process. (6-12-2020) The bid was advertised on June 10th with opening scheduled for July 7th. (7-10-2020) we received two bids only and the I sent a letter recommending to the reject the bids and bid the parking lots and ADA improvements separately. (8-7-2020) Bid packages are completed and will advertise the projects within a week. (9-11-2020) Project has been advertised with bid opening on October 1st. (10-2-2020) We received bids for the project, based on preliminary review of the bid packages the paving portion of the project came in at \$121,700 and the ADA improvement portion came in at \$149,400 the total cost will be \$271,100 way less than the previous low bid amount of \$433,000. (10-16-2020) we prepared the award recommendations for the paving and the ADA upgrade portions of the project for Council's approval. (11-6-2020) We had a pre-construction meeting for the City Hall ADA ramp project, it is anticipated the project will be completed by the end of January 2021 subject to weather. (11-20-2020) working with the contractor on the ramp shop drawing and getting a price to remove the existing tower. (12-11-2020) All shop drawings and all submittals have been approved the contractor ordered the ramp, I got 2 quotes to remove the tower waiting on the third quote. (1-14-2021) contractor started the work on January 4th and cell tower is being removed on the 15th. (1-28-2021) The contractor will start the foundations next week. (2-12-2021) Concrete work is on hold due to the weather. (2-26-2021) The Contractor will start the foundation works this coming up Monday. (3-12-2021) The foundation and concrete slab are completed, the Paving Contractor will be on site on Wednesday the 17th to start milling the municipal parking lot and should have it paved by the next day, the contractor will move the library's parking lot next. The work on the handicap ramp and steps will start on the Monday the 22nd (4-1-2021) Both parking lots have been paved and striped, the contractor needs to install the asphalt curbing at City Hall and the concrete bumper stop at the library, this work should be completed by April 6th, the ramp, steps, and new door has been completed, the final inspection is scheduled for the 6th. (4-15-2021) Project is completed, working on punch list items, and final change orders. **(6-11-2021) Nothing new to report.**

NF13-43 Asset Management Plan

Work has been started on different components of the plan. North American Pipe, LLC has been contracted to video the sewer main along Tilton Road from the manhole by Little Italy Restaurant at Burton Avenue to the manhole at Maple Ave. and Roosevelt Ave. we found a major sewer main break at the intersection of Tilton and Burton causing major roadway settlement, also Infra Structurer Assessment, LLC started to inventory the sewer system. We are working on completing the sanitary sewer system inventory. I will be meeting with Public Works Director on March 9, 2020, to go over portion of the plan and to determine the section sewer main that needs to be inspected. We are finalizing the list for the portion of the sewer main to be videoed. Waiting to hear back from Contractor if able to work. (10-16-2020) working on the schedule to move forward with to video portion of the sanitary sewer pipes. (3-12-2021) Will be starting to video the sewer main on Monday the 22nd, I am meeting with Qwin to finalize the scope of this portion of the project. (4-1-2021) The contractor had to reschedule the work to mid-April. (4-15-2021) Did not get the new schedule from the Contractor yet. (4-30-2021) The contractor started to video the sewer main, we encountered few issues which needs to be addressed in the asset management plan. (5-14-21) waiting on the contractor to send the pipe videos for me to review. **(6-11-2021) reviewed the tapes, there are additional few minor issues, and the recommendations will be incorporated into the final document.**

NF13-27 Grant Applications:

(5-22-2020) working on the 2021 Municipal Aid Grants for the reconstruction and widening of Merritt Drive, portion of Ridgewood Drive and possible drainage system upgrade. Also, I received an email from the ACIA stating that the municipality does not qualify for CDBG for recreational use (we do not meet the LMI requirements as set by HUD) the only project we can apply for are ADA compliance or projects for Senior Citizen. (6-12-2020) Finalizing the Municipal Aid Grant application for Merritt Drive and working on the CDBG grant to upgrade ADA access to the picnic area at Birch Grove Park. (7-10-2020) The 2021 Municipal Aid Application has been submitted and there is a resolution on the agenda, which needs to be sent to the NJDOT no later than July 31, 2020. Nothing new to report. (10-16-2020) we had a zoom meeting with the NJDOT Local Aid to discuss the Transportation Alternative Set-Aside program grant for the bike path upgrade. (11-6-2020) working with Mary Canesi on the grant application and getting all the supporting documents and preparing a concept plan to be submitted with the application. (11-20-2020) The bike path grant application will be submitted by the 24th. Grant Application was submitted November 24, 2020. (4-15-2021) New grant opportunity for recreational facility from the NJDEP, to be discussed. (4-30-2021) We need to file the new CDBG Grant by May 14, 2021. (5-14-2021) CDBG application was submitted to the ACIA, and currently working on the recreational grant offered by NJDCA. **(6-11-2021) the DCA grant application was submitted, the Urban Parks Grant application will not comply with most of the environmental restrictions and requirements.**

NF13-03 New Jersey American Water Company System Upgrade:

(1-19-2020) Multiple water main upgrade projects were completed last year, so far there are no new project scheduled within the Municipal Roadways. (2-24-2021) I had a meeting with Tim Green from the NJAWC to discuss the main relocation along Birch Grove Park Road. (3-12-2021) Received the street opening application for the main relocation along Birch Grove Park Road. (4-1-2021) South State subcontractor will remove the trees on the 5th, so the NJAWC will be able to relocate the water main. (5-14-2021) waiting on the NJAWC schedule. **(6-11-2021) the water main has been relocated.**

NF13-03 Street Opening:

(5-14-2021) 10 street opening permit was processed.

NF13-44 2020 Local Road Paving Program

(10-2-2020) This project originally included portion of Second Street, Portion of Franklin Avenue, portion of Fairbanks Avenue, Portion of Bates Avenue, Portion of Maple Avenue including drainage, Half width Haddon Avenue, portion of Wabash Avenue, Half width of portion of Ridgewood Avenue, Half width of portion of Glencove

Avenue. During the design process a portion of Cedar Bridge, Cedar Spring Court and the re-alignment of Birch Grove Park Road were added to the scope of this project, design plan and bid packages will be ready for Council's review and approval at the October 20th meeting. (10-16-2020) bid package and plans needed additional revisions and was not completed on time for the Council's approval at this meeting, package will be ready for the next Council meeting. (11-6-2020) Bid package was delivered to the Clerk's Office; we are requesting an authorization to proceed with the bid. (11-20-2020) Bid opening is set for December 10th. (12-11-2020) We received 6 bids and the lowest bid was from South State, Inc. in the amount of \$527,756.00, the recommendation of award is on the Council's agenda for approval for this meeting. (1-14-2021) we had the pre-construction meeting on the 11th, the contractor tentatively will start the drainage component of the project in February. (2-26-2021) We sent the notice to proceed, the contractor is starting the drainage improvements on March 1, 2021. (3-12-2021) The drainage pipe along Maple has been completed, and the Contractor will start the concrete work next week. (4-1-2021) The concrete work will start on the 5th. (4-15-2021) Contractor is not finished with the concrete work. (4-30-2021) All concrete has been completed, working with the Contractor on the paving schedule. (5-14-2021) Nothing new to report. **(6-11-2021) the contractor started the paving portion of this project on 6/9/2021.**

NF13-45 Reconstruction of Fuae Avenue (Municipal Aid FY 2020)

(5-22-2020) The City was approved for \$ 290,000.00 from the NJDOT 2020 grants for the reconstruction of Fuae Avenue between Zion Road and Dolphin Avenue. The design plan has been completed; we sent the design plans and the bid package to the NJDOT for their concurrence for the design and specifications. Also, we have dropped off a complete package at the Clerk's Office for Council Member review and approval. (6-12-2020) We received a letter from the NJDOT requiring minor revisions to the bid package, we are working to get the changes finished and sent back to the DOT by June 16th. (7-10-2020) Project has been advertised for August 4th bid opening. (8-7-2020) We received 4 bids the lowest bidder was Hackney Concrete, Inc (\$302,112.80) the estimated project budget was \$300,000.00 and a Recommendation of Award was sent to Council for approval. (8-28-2020) waiting on the NJDOT concurrence with the bid award, so we can move forward with the construction. (9-11-2020) We received the concurrence from the NJDOT, and the per-construction meeting will be held on the 14th. (10-2-2020) Nothing new to report. (10-16-2020) Contractor is starting the concert work on Monday the 19th. (11-6-2020) Contractor started the concrete portion of the project. (11-20-2020) The concrete portion of the project will be completed by November 24th and the paving portion is scheduled for the first week in December subject to the weather. (12-11-2020) All concrete and drainage work have been completed, the paving contractor is scheduled for the week of the 14th the Contractor submitted Payment Request # 2. (1-14-2021) the paving portion of the project is on hold until this spring to ensure proper paving. (3-12-2021) Paving Contractor will mobilize early next week after the library parking lot is completed, it will take approximately one week to complete the paving portion of this project, also the contractor will start the turf restoration behind the installed curb after the paving is completed. (4-1-2021) The contractor started the turf restoration, and they will be starting on the pavement punch list items next week. (4-15-2021) working on the punch list items and the final change order. **(6-11-2021) Nothing new to report.**

NF13-48 Reconstruction of Merritt Dr. and p/o of Ridgewood Dr. (Municipal Aid FY 2021)

On November 16, 2020, The City was selected to receive \$ 310,000.00 from the NJDOT Fiscal Year 2021 Municipal Aid Program the Reconstruction of Merritt Drive and portion of Ridgewood Drive between Route 9 and Wabash Avenue. Nothing New to report. (1-14-2021) we started the project design. (4-15-2021) Working on the design plan, should be completed by the end of April. (5-14-2021) The plan and specification will be at the Clerk's Office by the end of May for review and approval by Council. **(6-11-2021) the plans and bid package is at the Municipal Clerk's office for the Council members to review.**