

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
NOVEMBER 10, 2020**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 11, 2020 and on November 7, 2020.

Pursuant to N.J.S.A. 10:4-8(b), and N.J.A.C. 5:39-1.1 - 1.7, the previously advertised November 10, 2020, meeting of Northfield City Council, to be held in Council Chambers, 1600 Shore Road, Northfield, New Jersey, 08225, will be held in-person and as a remote public meeting (live-streamed) using Zoom conferencing service. Due to social distancing requirements related to Covid-19, there are limited seats for in-person attendance by members of the public. Visit the November 10, 2020 date on the events calendar page of www.cityofnorthfield.org determine current availability for this meeting. 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 2:00pm on November 10th, 2020. 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/89112041847>; or by telephone using one tap mobile +13017158592,,89112041847# or +1 301 715 8592 using meeting ID: 891 1204 1847. 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 scampbell@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 at the rear 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 November 10, 2020.

FLAG SALUTE

ROLL CALL:

Members of Council: Dewees, Korngut, Madden, O’Neill, Smith, Utts, Perri

Mayor: Chau

APPROVAL OF MINUTES – October 20, 2020

COMMITTEE REPORTS

Councilman O’Neill - Inspections, Code Enforcement, Housing/Zoning; Court/Violations; FAN

Councilman Utts – Bike Path, 1st Street Playground, Veterans Park; Planning Board; Economic Development / Chamber of Commerce

Councilwoman Korngut – Technology/MRHS Channel; Library; Municipal Alliance; Shared Services

Councilman Dewees - Buildings/Grounds; Birch Grove Park;

Councilman Smith– Finance/Collections; Little League/Babe Ruth; Cultural Committee; Northfield Community School

Councilwoman Madden – Fire Department / EMS; Insurance and Safety, Mainland Regional

Council President – Public Works, Roads, Engineering, Sewer Operations, Senior Citizens

MAYOR’S REPORT

CITY ENGINEER’S REPORT

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
NOVEMBER 10, 2020**

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

All matters listed under the consent agenda are considered to be routine in nature, and having been reviewed by Council, will be enacted by one motion. Any item may be removed from the Consent Agenda at the request of any Council Member and if so removed, will be treated as a separate matter. Any items requiring expenditure are supported by a Certification of Availability of Funds.

- 170-2020** Memorialize Resignation of Part-Time Electrical Subcode Inspector
- 171-2020** Support Submission of Application for New Jersey Department of Transportation, Transportation Alternatives Set-Aside Program
- 172-2020** Approval of Specifications and Authorization to Proceed with Public Bidding for the Project Known as the 2020 Local Road Paving Project
- 173-2020** Authorizing the Sheltering of City Residents During Time of Emergency with the City of Linwood, the City of Somers Point and the Linwood Community Church
- 174-2020** Resolution Directing the Distribution of City of Northfield Net Returned Surplus Funds Held in Trust by the Atlantic County Municipal Joint Insurance Fund
- 175-2020** Authorize Change in Employment Status of Electrical Sub-Code Inspector
- 176-2020** Authorizing the City of Northfield to Enter into a Deed of Easement and Right-of Way and Execute an Indemnification Agreement
- 177-2020** Transfer of Funds

PAYMENT OF BILLS \$ 320,635.51

MEETING NOTICES

City Council	November 24 th	6pm Work Session Regular Session immediately following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 170-2020**

**MEMORIALIZE RESIGNATION OF
PART-TIME ELECTRICAL SUBCODE INSPECTOR**

WHEREAS, pursuant to Resolution No. 102-2016, the Common Council of the City of Northfield did appoint Donald McBride to the position of Part Time Electrical Subcode Inspector commencing May 2, 2016; and

WHEREAS, Mr. McBride submitted his letter of resignation, with an effective date of October 19, 2020.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby acknowledge and memorialize the resignation of Donald McBride from the position of Electrical Subcode Inspector effective October 19, 2020.

BE IT FURTHER RESOLVED that Mr. McBride's last day of work was January 30, 2020.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City Council of Northfield, held this 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 171-2020**

**SUPPORT SUBMISSION OF APPLICATION FOR NEW JERSEY
DEPARTMENT OF TRANSPORTATION, TRANSPORTATION
ALTERNATIVES SET-ASIDE PROGRAM**

WHEREAS, the City of Northfield is applying for funding to conduct safety improvements and other enhancements to the Bicycle and Pedestrian path within the City of Northfield; and

WHEREAS, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for school children, residents and visitors to the City of Northfield; and

WHEREAS, maintenance of the facility, once constructed, will be assumed by the City of Northfield, with the exception of any local ordinances that place maintenance responsibility with each individual property owner, and those crosswalks on State or County Highways;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield that it hereby supports the submission of a grant application for the *Transportation Alternatives Set-Aside Program* within the State of New Jersey Department of Transportation and authorizes the Mayor and the Municipal Clerk to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

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 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 172-2020**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR THE PROJECT KNOWN AS
THE 2020 LOCAL ROAD PAVING PROJECT**

WHEREAS, on November 26, 2019, the Common Council did adopt Resolution No. 230-2019, authorizing the City engineer to proceed with the project known as 2020 Local Road Paving Project, 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 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 173-2020**

**AUTHORIZING THE SHELTERING OF CITY RESIDENTS DURING
TIME OF EMERGENCY WITH THE CITY OF LINWOOD, THE CITY
OF SOMERS POINT AND THE LINWOOD COMMUNITY CHURCH**

WHEREAS, the City of Northfield, the City of Linwood and the City of Somers Point and the Linwood Community Church are interested in entering into a memorandum of agreement with regard to sheltering of City of Northfield residents during times of emergency and/or disaster; and

WHEREAS, the three municipalities and the Linwood Community Church have negotiated a Memorandum of Agreement to the satisfaction of Timothy Joo, Emergency Management Coordinator for the City of Northfield; and

WHEREAS, a copy of said memorandum is attached hereto as Exhibit 'A'; and

WHEREAS, the City of Northfield is desirous of entering into said memorandum of agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield as follows:

The Mayor is hereby authorized to sign said memorandum of agreement that has been marked Exhibit 'A' whereby the City of Northfield will enter into an agreement with the City of Linwood and the City of Somers Point and the Linwood Community Church for the sheltering of City of Northfield residents during times of emergency and/or disaster.

I, Mary Canesi, RMC, 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 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 173-2020, EXHIBIT A

MEMORANDUM OF AGREEMENT (MOA) (CITY OF NORTHFIELD, CITY OF LINWOOD, CITY OF SOMERS POINT AND THE LINWOOD COMMUNITY CHURCH (LCC))

The following Memorandum of Agreement (MOA) sets forth the terms of a shared services arrangement among the Cities of Linwood, Northfield, and Somers Point and the Linwood Community Church (LCC), the “Parties” or individually “Party”, with regard to sheltering of City residents during times of emergency and/or disaster.

I. PURPOSE OF MOA

The purpose of the MOA is to formally establish a partnership between the Parties in support of their efforts to provide shelter capability to their communities during times of emergencies and disasters as well as times of extreme weather conditions.

II. DURATION OF MOA

This MOA upon signature of the Parties shall have an effective date of the last dated signature in Section VII, and shall remain in full force and effect for a term of three (3) years subject to renewal by resolution of each municipality, unless otherwise cancelled at any time in writing by any Party with thirty (30) day notice to the other Parties. This MOA will be added to each municipality’s Emergency Operation Plan (EOP) as a mutual aid agreement to the Shelter, Reception and Care Annex with the entire EOP being approved by the County and State every four years.

III. PROGRAM DESCRIPTION

In accordance with N.J.S.A. App. A:9, every municipality must develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies, to include the need for warming and/or cooling centers during times of extreme weather conditions. Due to limited resources in the City of Northfield, as well as the City of Linwood and the City of Somers Point, the three municipalities have jointly entered into this MOA with the Linwood Community Church to provide said services.

IV. GENERAL PROVISIONS

It is understood by all Parties that each municipality and LCC should be capable of fulfilling its responsibilities under this MOA. If at any time a Party of this MOA is unable to fulfill its obligations, it must notify all the other Parties in writing of same and this MOA will terminate for all Parties following a thirty (30) day notice. Unless otherwise agreed to by LCC, the space utilized shall be restricted to LCC’s gym, kitchen, chapel and the basement areas under the gym and chapel.

The LCC shelter will not be opened if LCC is without power, unless the municipalities can provide emergency power through the use of a generator.

V. RESPONSIBILITIES OF THE PARTIES UNDER MOA

- a. The municipal Office of Emergency Management (OEM) of Northfield, Linwood and Somers Point agree to utilize the Linwood Community Church as their primary shelter location. The OEM of these three municipalities also agree that the LCC will be used to shelter displaced individuals (residents and visitors) within their municipalities only. Should a request be received from a municipality that is not part of this MOA for sheltering capability, that request must be forwarded to the Atlantic County Office of Emergency Management for processing. If Atlantic County requests our shelter to be opened, it will be opened as a mutual aid request provided there is capacity to do so.
- b. Linwood Community Church agrees to allow use of their facility for the purposes of emergency and evacuation sheltering purposes, to include warming and cooling centers during times of extreme weather conditions. LCC will not enter into any agreement with other agencies for sheltering purposes without the consent of the three municipalities OEM organizations.
- c. The municipal OEMs will provide to the LCC the necessary resources to properly open and manage a shelter. To include, but not be limited to, administrative forms and documents, blankets, cots, food, water, etc.
- d. The municipal OEMs will make available the training and exercises to the LCC with regards to shelter management and operations at no cost to LCC. The course entitled "Shelter Field Guide: is a basic minimum requirement. In addition, identified volunteers can receive "Safe Food Handling", "Shelter Operations" and "Shelter Manager" and other programs as necessary.
- e. Damages incurred during shelter activations will be repaired by LCC with costs paid by the municipalities that utilized the facility within forty-five (45) days of invoice receipt. For example, if Northfield activated the shelter for a local emergency and not Linwood nor Somers Point, and damages were incurred then the City of Northfield would be fully responsible for the damages. If two of the municipalities required use of the shelter, then the costs would be shared equally between the two municipalities that utilized the shelter. As well, if all three municipalities utilities the shelter then the costs would be shared equally among the three municipalities.

VI. ALLOCATION OF COSTS

The costs involved in this endeavor are not concrete and cannot be detailed in this MOA. However, without this MOA the costs to shelter anyone at the municipal level would exceed the costs for the three communities combined (per municipality). Items/Services

required for and/all shelter purposes both before, during and after a disaster would include but not be limited to: food, cots, blankets, pillows, personal hygiene kits, water, emergency back-up power, transportation, communications, security, utilities, etc. To the best of their abilities, the three municipalities would allocate, and be solely responsible for, costs for shelter services as evenly as possible.

Costs incurred by LCC shall be billed to the municipalities and are due and payable within forty-five (45) days of receipt of the invoice.

VII. POINTS OF CONTACT (POC)

For City of Northfield Office of Emergency Management

Point of Contact: Timothy Joo, Coordinator
1600 Shore Road
Northfield, NJ 08225
609-517-8879 (cell)
tjoo@cityofnorthfield.org

For City of Linwood Office of Emergency Management

Point of Contact: Darren Matik, Coordinator
400 Poplar Avenue
Linwood, NJ 08221
609-703-1544 (cell)
dmatik@linwoodcity.org

For City of Somers Point Office of Emergency Management

Point of Contact: Phil Gaffney, Coordinator
1 W. New Jersey Avenue
Somers Point, NJ 08244
609-287-2122 (cell)
Capt076@comcast.net

For Linwood Community Church

Point of Contact: Richard Lamkin, Deacon Chairman
1838 Shore Road
Linwood, NJ 08221
609-927-2950
linwoodcommunity@gmail.com

CITY OF NORTHFIELD

Dated:

Mayor

CITY OF LINWOOD

Dated:

Mayor

CITY OF SOMERS POINT

Dated:

Mayor

LINWOOD COMMUNITY CHURCH

Dated:

Mayor

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 174-2020**

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

WHEREAS, the City of Northfield hereinafter referred to as MUNICIPALITY, participated as a member municipality of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as FUND, for one or more of the following FUND fiscal years beginning January 1, 2007, January 1, 2011, January 1, 2012, January 1, 2013, January 1, 2014, January 1, 2015, and

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

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

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

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

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

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

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

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

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

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

- XX Apply a portion of the amount as a credit to the MUNICIPALITY's next FUND Year premium.
- XX Apply a portion or the full amount to the MUNICIPALITY's share of the FUND's Aggregate Excess Loss Contingency Fund (A.E.L.C.F.).

Designate the full amount as follows (Sum of below must equal full dividend amount):

➤ Credit	\$46,913.00
➤ A.E.L.C.F.	<u>\$30,000.00</u>
Total Dividend	\$ 46,913.00

I, Mary Canesi, RMC, 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 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

Erland V.L. Chau, Mayor

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 175-2020**

**AUTHORIZE CHANGE IN EMPLOYMENT STATUS OF ELECTRICAL
SUB-CODE INSPECTOR**

WHEREAS, the need exists within the Inspections Department to fill the position of Part-Time Electrical Sub-Code Inspector; and

WHEREAS, pursuant to Resolution No. 47-2020, the Common Council did appoint William Shelton Marsden to the position of Temporary Electrical Sub-Code Inspector effective February 4, 2020; and

WHEREAS, William Shelton Marsden has been serving as Temporary Electrical Sub-Code Inspector since February 4, 2020 and has expressed interested in the Part-Time position; and

WHEREAS, the recommendation to change William Marsden's employment status from temporary Electrical Sub-Code Inspector to Part-Time Electrical Sub-Code Inspector was made by Building Sub-Code Official Rich Stevens.

WHEREAS, the employment status change of William Shelton Marsden from temporary inspector to part-time inspector, effective November 11, 2020 is hereby ratified and approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED, William Shelton Marsden is subject to understanding and/or completion of the following:

1. Not eligible for health benefits or vacation time
2. Eligible for earned sick leave in accordance with the NJ paid sick leave law
3. Policies and Procedures of the City of Northfield
4. Hours worked shall not exceed 9 per week

IT IS FURTHER RESOLVED that compensation for William Shelton Marsden shall be based on an hourly wage of \$40.86 in accordance with the City of Northfield 2020 Salary 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 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 176-2020**

WHEREAS, the City of Northfield currently has a pumping station located at the intersection of Mill Road and Zion Road; and

WHEREAS, said pumping station encroaches onto a portion of Lot 1, Block 38, owned by Robert J. Schwenker and Susan E. Schwenker; and

WHEREAS, the City needs to use said portion of Lot 1, Block 38 for said pumping station; and

WHEREAS, the City is desirous of an easement across said property for the use and maintenance of said pumping station; and

WHEREAS, the owners of said property, Robert J. Schwenker and Susan E. Schwenker, are agreeable to providing a deed of easement and right-of-way to the City, copy attached as Exhibit 'A', under the following terms:

1. the Schwenkers in exchange for said deed of easement and right-of-way are to be paid of Seven Thousand, Five Hundred (\$7,500.00) Dollars and an indemnification agreement, attached as Exhibit 'B', providing for the City to indemnify and hold harmless the Schwenkers for any negligent actions of the City in the use of said property; and

WHEREAS, the City is desirous of entering into said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield as follows:

The Mayor is hereby authorized to accept such Deed of Easement and to execute the Indemnification Agreement on behalf of the City of Northfield and authorize said payment of \$7,500.00 to the Schwenkers in payment of same.

I, Mary Canesi, RMC, 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 10th day of November, 2020.

In witness hereof, I have hereunto set my hand and official seal this 10th day of November, 2020.

Mary Canesi, RMC, Municipal Clerk

Resolution No. 176-2020, Exhibit A

Prepared By:

**Mark H. Stein, Esquire
Attorney-At-Law**

DEED OF EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE made this _____ day of _____, 2020 by and between Robert J. Schwenker and Susan E. Schwenker, residing at 503 Mill Road, Linwood, County of Atlantic and State of New Jersey, hereinafter referred to as “Grantor”:

AND

CITY OF NORTHFIELD, County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter referred to as “Grantee”.

WITNESSETH:

The Grantor, in consideration of the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns forever, an easement and a free uninterrupted and unobstructed right-of-way, under, across, and over the property of the Grantor, situate in the City of Northfield, County of Atlantic and State of New Jersey, and more particularly described in schedule “A” attached hereto and made a part hereof.

Being and intended to describe a portion of Lot 1, Block 38, situated between Mill Road and Zion Road.

Together with the right of the Grantee, its successors and assigns to go on said easement with necessary labor, equipment, vehicles and material at any and all times for the purpose of constructing, maintaining, repairing, renewing or replacing the pumping station and for doing anything necessary, useful or convenient for the pumping station.

Said easement and right-of-way shall include the right to: construct, relocate, etc., ditches, clear, construct slope, grade, fill, topsoil, seed, plant trees, shrubs and maintain same, stabilize soil, prevent erosion, etc. to maintain said pumping station.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto said Grantee, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

Grantor does covenant with the said Grantee that he/she is lawfully seized of the land upon which said easement and right-of-way is granted and has good and lawful right to convey any part thereof.

And the Grantor does covenant with the said Grantee as follows:

1. That the said Grantor has good and marketable title to the premises detailed in Schedule "A" attached hereto and made a part hereof and has the right to convey said easement.
2. That the Grantee shall quietly enjoy the said easement without disturbance and interference.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Witness by:

_____ (Seal)

_____ (Seal)

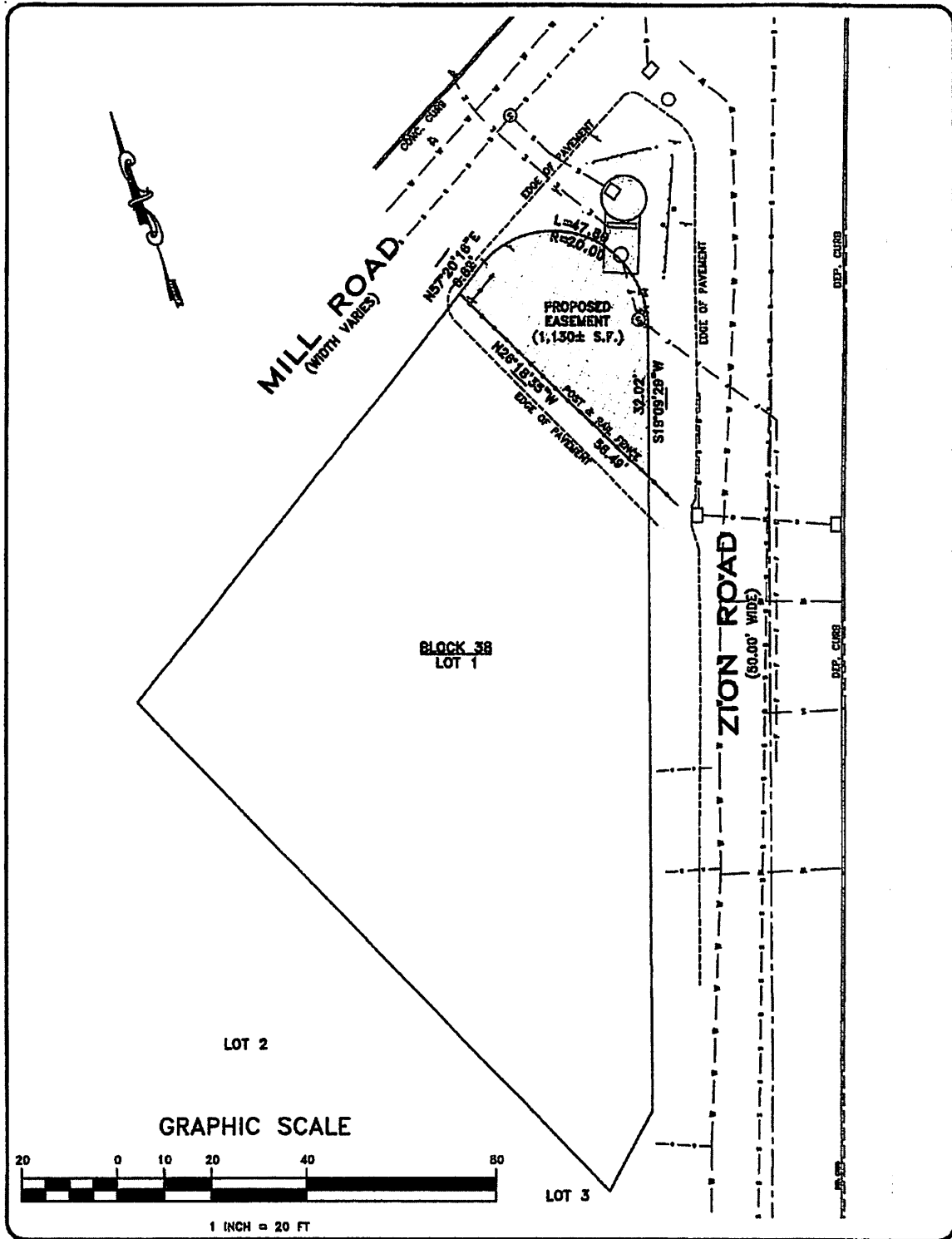
STATE OF NEW JERSEY

ss:

COUNTY OF ATLANTIC

I CERTIFY that on _____, 2020 _____ personally came before me and stated to my satisfaction that this person (or is more than one, each person):

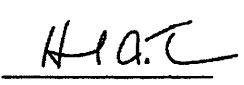
- (a) was the maker of this Deed of Easement and Right-of-Way; and
- (b) executed this Deed of Easement and Right-of-Way as his or her own act; and
- (c) made this Deed for \$7,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in *N.J.S.A. 46:15-5*.)



NOTICE TO CONTRACTORS
 THIS PLAN IS MADE AND USED UNDER THE SUPERVISION OF THE SURVEYOR AND IS SUBJECT TO HIS REVIEW AND APPROVAL. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE SURVEYOR IN WRITING.

PARCEL MAP FOR:
CITY OF NORTHFIELD
 ZION AND MILL ROAD
 CITY OF NORTHFIELD, ATLANTIC COUNTY, NEW JERSEY

DATE	8-24-20
SCALE	1"=20'
BY	VRM
CHECKED	HAT
SHEET NO.	1
FILE#	NF13-41

HOWARD A. TRANSUE
 PROFESSIONAL LAND SURVEYOR
 N.J. LICENSE NO. 33541

 DATE

Schaeffer Nassar Scheidegg
 CONSULTING ENGINEERS, LLC
 Surveyors • Environmentalists • Planners
 1485 Centillon Boulevard • Mays Landing • New Jersey
 Telephone: (809) 826-7400 • Fax: (808) 808-0853
 Certificate of Authorization #24QA28103800

Submittal "A"

Resolution No. 176-2020, Exhibit B

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is entered to between the City of Northfield (“the City”) and Robert J. Schwenker and Susan E. Schwenker (“the Property Owners”) and shall be deemed to have been entered into on the day that last party signs it.

Whereas, the Property Owners are the owners of a property known as 503 Mill Road, Northfield, New Jersey which is otherwise known as Block 38, Lot 1 on the City of Northfield Tax Map (“the Property”); and

Whereas, the Property Owners have agreed to provide the City with an approximately 1,130 square foot easement on the Property (“the Easement”); and

Whereas, the City requires the Easement to install and maintain a sewer pumping station and related equipment; and

Whereas, in exchange for their agreement to grant the Easement, the Property Owners require the City to indemnify them with regard to any claims related to any action or inaction by the City within the Easement; and

Whereas, the City is willing to indemnify the Property Owners;

Now and therefore, the City and the Property Owners hereby agree as follows and further incorporate the proceeding clauses into said agreement:

1. The City shall indemnify, hold harmless and defend the Owner and its employees, agents, volunteers and others working on behalf of the Owner, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of City’s use of said easement, including all suits or actions of every kind or description brought against the Owner, either individually or jointly with City for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by or caused to be conducted by City, or through any negligence or alleged negligence in use of area of easement, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of City, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the City. Said indemnification agreement shall in no way waive the City’s Title 59 defenses against third-party claims.

2. In furtherance of the City’s requirement to indemnify the Property Owners, the City shall have the Property Owners listed as “additional insured” on the City’s general liability policy policy of insurance or similar agreement that insures the City with regard to activity within the Easement;

3. This Indemnification Agreement shall remain in effect for as long as the Easement remains in place;

4. This Indemnification Agreement shall automatically transfer to any successor or assign of one or both of the Property Owners including, but not limited to, a purchaser or transferee of all or a portion of the Property, a successor entity formed by one or both of the Property Owners to which all or a portion of the Property is transferred, the estate of one or both of the Property Owners, or any other individual or entity who succeeded to one or both of the Property Owners' rights to the Property.

This Indemnification Agreement, which consists of two pages, may be executed in counterpart and a facsimile, e-mail or other electronic signature shall be considered as original signatures.

Dated:

City of Northfield
By: Erland Chau, Mayor

Dated:

Robert J. Schwenker

Dated:

Susan E. Schwenker

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 177-2020**

TRANSFER OF FUNDS

BE IT RESOLVED by the Common Council of the City of Northfield, that the following transfers of 2019 funds be approved according to N.J.S.A. 40A:4-58:

	<u>Account Number</u>	<u>From</u>	<u>To</u>
General Administration - Other Expenses	01-20-100-200		2,500.00
Audit - Other Expenses	01-20-135-000	4,250.00	
Legal - Other Expenses	01-20-155-200	25,000.00	
Construction - Salaries & Wages	01-22-195-100	5,050.00	
Construction - Other Expenses	01-22-195-200	30,000.00	
Workers Compensation - Other Expense	01-23-215-200	6,000.00	
Other Insurance	01-23-210-200	25,000.00	
Group Insurance	01-23-220-200	15,000.00	
Health Benefit Waiver	01-23-221-200		5,000.00
Police - Salaries & Wages	01-25-240-020		45,000.00
Emergency Management Other Expenses	01-25-252-200		5,000.00
Solid Waste Contracts - Other Expenses	01-26-305-200		50,000.00
PFRS - Other Expenses	01-36-475-000		800.00
DCRP	01-36-476-000		2,000.00
TOTAL		110,300.00	110,300.00


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 10th day of November, 2020.

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 
Schaeffer Nassar Scheidegg Consulting Engineers, LLC (SNS)

SUBJECT: Engineers Report for November 10, 2020

DATE: November 6, 2020

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, **Waiting on the ACIA's response.**

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

For the past 5 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 scheduling the Cedarbridge repaving, the entire road will be paved from Rt. 9 to approximately 50' beyond the bike path. (5-22-2020) South Jersey Gas Company complied with the Court Order to repave full width 64' section of Broad Street due to their violation of the Municipal Ordinances regarding street under moratorium. (7-10-2020) I met with the Contractor for S.J. Gas Company to mark the limits of pavement restoration along Cedarbridge Road between Rt. 9 and pass Wabash Ave. the restoration should be completed by Mid-August. (8-7-2020) Cedarbridge Road restoration was completed last week. **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 area were damaged and the contractor repaired these area, according to the report, ground water infiltration was minimal. **Nothing new to report.**

NF13-30 Reconstruction of Cresson Avenue (Municipal Aid Fiscal Year 2017)

The project has been completed, inspected and accepted by the NJDOT representative; the municipality submitted the request for the final payment. We have received a letter from the NJDOT requesting additional information before the final payment is processed, I am working with Dawn Stollenwerk, CFO to get all the requested documentation re-submitted. Final payment from NJDOT was issued. **PROJECT IS CLOSED OUT.**

NF13-38 Reconstruction of Walnut Avenue (Municipal Aid Fiscal Year 2018)

The project has been completed, inspected and accepted by the NJDOT representative; the municipality submitted the request for the final payment. We have received a letter from the NJDOT requesting additional information before the final payment is processed, I am working with Dawn Stollenwerk, CFO to get all the requested documentation re-submitted. Final payment from NJDOT was issued. **PROJECT IS CLOSED OUT.**

NF13-39 2018 Local Road Paving Program

This project includes Juniper Avenue, Park lane Avenue, Herzel Avenue, Portion of Second Street, Portion of Burton Avenue, Ireland Avenue, Infield Avenue, Portion of Fuae Avenue, Marita Ann Drive and Portion of Evergreen Avenue. The project is substantially completed, the contractor must satisfy all the punch list items before final payment is approved (\$65,500 balance on the contract). We anticipate most of the items to be completed in March 2020. (5-8-2020) Waiting to get the schedule from the contractor. (7-10-2020) we have the final change order on the agenda for Council's approval, also I me with the Contractor to review the punch list items in the work should be completed by the end of July. (8-7-2020) Punch list items have been completed, the contractor submitted the request for final payment with the required maintenance bond. **PROJECT IS CLOSED OUT.**

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. **Nothing new to report**

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.**

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. **Nothing new to report.**

NF13-27 Grant Applications:

On March 17, 2020 there will be a meeting with ACIA for new the CDBG grant applications, I will be attending the meeting to get the Municipal package and possibly discuss the status of our 2019 application. Meeting was canceled, the packages will be sent directly to the Municipality. Nothing New to report. (4-24-2020) CDBG grant application for \$34,000.00 was submitted to the Atlantic County Improvement Authority for the construction of 20'X30' pavilion and outdoor exercise equipment at Birch Grove Park. (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 don't 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.**

NF13-03 New Jersey American Water Company System Upgrade:

The NJAWC finished all the connection to the local streets off- Shore Road, between Ridgewood Ct. and Oakcrest Ave. I have a meeting scheduled with Timothy Green, to mark out the pavement restoration limits also to discuss our 2020 road paving projects. Waiting to meet with the Water Company Rep. (4-24-2020) I met with Tim Green from the NJAWC to mark out the paving limits along Fuae Ave. and First Street, the NJAWC agreed to pave 400' of Fuae Avenue full width, and will pave First Street from Infield Avenue pass Davis full width also. (5-8-2020) Fuae Avenue and First Street paving was completed, Contractor is currently working along Shore Road and paving local street intersections (Cove Ave., Mimi Ct., Ridgewood, E. Glencove, E. Revere, Oakcrest and E. Vernon). (5-22-2020) all pavement restoration has been completed. **Nothing new to report.**

NF13-03 Street Opening:

Nothing new to report.

NF13-46 Municipal Stormwater Management Plan:

We are in the process of finishing the Municipal Storm Water Management Plan, Outfall map has been completed. The NJDEP passed new storm water regulations we are in the process of revising the Municipal Storm Water Management Plan we have prepared last month. Municipal Stormwater Management Plan is Completed and working with Public Works on finishing the SPPP (stormwater pollution prevention plan) report. (4-24-2020) Both reports are completed waiting on final review by the Stormwater Coordinator to finalize both documents. (5-8-2020) Both reports are finalized and waiting on Council approval prior to being posted to the Municipal Website. **PROJECT IS COMPLETED.**

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.**

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 concrete work on Monday the 19th. **(11-6-2020) Contractor started the concrete portion of the project.**