

**CITY OF NORTHFIELD ANNUAL REORGANIZATION OF COUNCIL
JANUARY 5, 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 2, 2021.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

Deweese, Madden, Notaro, Perri, Smith, Utts

OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

Ceremonial Oath Administered by Congressman Jeff Van Drew

- **Council, 1st Ward, David Notaro**

Official Oath Administered by William Polistina, Esquire

- **Council, 2nd Ward, Tom Polistina**

ROLL CALL OF COUNCIL MEMBERS:

Deweese, Madden, Notaro, Perri, Polistina, Smith, Utts

ELECT COUNCIL PRESIDENT FOR 2021

ELECT COUNCIL PRESIDENT PRO-TEMPORE FOR 2021

APPROVAL OF MINUTES – December 15, 2020

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- | | |
|----------------|---|
| 1-2021 | Annual Schedule of Meetings |
| 2-2021 | Temporary Appropriations |
| 3-2021 | Designation of Official Newspapers for the Publication of Legal Notices for the City of Northfield |
| 4-2021 | Annual Appointments |
| 5-2021 | To Authorize the Tax Assessor to File a Petition of Appeal or Appeals for the Tax Year 2021 |
| 6-2021 | Safety and Health Committee Appointments |
| 7-2021 | Establishing Charges for Municipal Public Records |
| 8-2021 | Appointing Fund Commissioner and Alternate Fund Commissioner for the Atlantic County Municipal Joint Insurance Fund |
| 9-2021 | Appointing Public Agency Compliance Officer |
| 10-2021 | Appointment of Risk Management Consultant in Accordance with the Bylaws of the Atlantic County Municipal Joint Insurance Fund |
| 11-2021 | A Resolution Authorizing the Contact Persons to Access the Employment Practices Liability Consultation Service (EPL) / ACMJIF |

**CITY OF NORTHFIELD ANNUAL REORGANIZATION OF COUNCIL
JANUARY 5, 2021**

12-2021	A Resolution Adopting Robert's Rules of Order
13-2021	City of Northfield Local Emergency Planning Committee (L.E.P.C.) Appointments
14-2021	A Resolution Adopting a Cash Management Plan
15-2021	To Establish the Rate of Interest for Nonpayment of Taxes or Assessments
16-2021	Authorize Delinquent Tax Penalty Charges
17-2021	Authorizing Award of Contract for Registered Municipal Accountant through a Fair and Open Process Pursuant to N.J.S.A 19:44A-20.5, Et Seq.
18-2021	Authorizing Award of Contract for Licensed Land Surveyor through a Fair and Open Process Pursuant to N.J.S.A 19:44A-20.5, Et Seq.
19-2021	Authorizing Award of Contract for Bond Counsel through a Fair and Open Process Pursuant to N.J.S.A 19:44A-20.5, Et Seq.
20-2021	Authorizing Award of Contract for Labor Relations Attorney through a Fair and Open Process Pursuant to N.J.S.A 40A:11-5 and N.J.S.A 19:44A-20.5, Et Seq.
21-2021	Authorizing Award of Contract for Tax Appeal Attorney through a Fair and Open Process Pursuant to N.J.S.A 40A:11-5 and N.J.S.A 19:44A-20.5, Et Seq.
22-2021	Authorizing Award of Contract for Municipal Engineer through a Fair and Open Process Pursuant to N.J.S.A 19:44A-20.5, Et Seq.
23-2021	Authorizing Award of Contract for Municipal Solicitor through a Fair and Open Process Pursuant to N.J.S.A 19:44A-20.5, Et Seq.
24-2021	Authoring the Tax Collector to Conduct a Tax Lien Sale
25-2021	Resolution Authorizing the Public Auction of Abandoned / Unclaimed Vehicles
26-2021	Resolution Recognizing Members of the Northfield Volunteer Fire Company
27-2021	Resolution Recognizing Members of the Northfield Volunteer Company Ladies' Auxiliary
28-2021	Resolution Authorizing Contracts with Certain Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-12a
29-2021	Authorizing Award of Professional Services Contract for Continuing Disclosure Agent Services and Independent Registered Municipal Advisor of Record
30-2021	To Confirm the Reappointment of Adam Raynor as a Special Law Enforcement Officer, Class II
31-2021	To Confirm the Reappointment of Jonathan Scull as a Special Law Enforcement Officer, Class II

PAYMENT OF BILLS \$ 24,730.66

MEETING NOTICES

City Council	January 19 th	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 1-2021**

ANNUAL SCHEDULE OF MEETINGS

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that the Annual Schedule of meetings for calendar year 2021 shall be as follows:

January - Reorganization	January 5 th at 6:00pm
January	January 19 th
February	February 2 nd and 16 th
March	March 2 nd and 16 th
April	April 6 th and 20 th
May	May 4 th and 18 th
June	June 15 th
July	July 13 th
August	August 10 th and 31 st
September	September 14 th and 28 th
October	October 12 th and 26 th
November	November 9 th and 23 rd
December	December 14 th

BE IT FURTHER RESOLVED that with the exception of the Reorganization meeting, all 2021 Council meetings will start with a work session at 6:00 p.m., with the regular session immediately following, in Council Chambers, 1600 Shore Road, Northfield, New Jersey, 08225.

Special Meetings may be scheduled by the Council President at any time, provided notice of said meeting is properly advertised and complies with the provisions of Public Law 1975, Chapter 231 or the exceptions there under.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 2-2021**

TEMPORARY APPROPRIATIONS

WHEREAS, N.J.S.A.40A:4-19 provides for the establishing of temporary appropriations if any contracts, commitments or payments are to be made prior to the adoption of the annual budget; and

WHEREAS, the total of such temporary appropriations shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget of the preceding fiscal year excluding appropriations made for debt service, capital improvement fund and public assistance; and

WHEREAS, such 26.25% limitation amount is \$ 3,096,566.13

NOW, THEREFORE, BE IT RESOLVED that the following appropriations shall constitute the City of Northfield 2021 Temporary Budget:

2021 Temporary Budget

Admin & Executive O/E	1,000.00
Mayor & Council S & W	18,750.00
Mayor & Council O/E	1,000.00
Clerk S & W	22,000.00
Clerk O/E	2,000.00
Finance S & W	23,000.00
Finance O/E	1,500.00
Audit O/E	10,000.00
Collector S & W	25,000.00
Collector O/E	1,000.00
Assessor S & W	9,000.00
Assessor O/E	500.00
Workman's Compensation	55,000.00
Employee Group Insurance	325,000.00
Other Insurance	31,000.00
Health Benefits Waiver	-
	-
Legal O/E	20,000.00
Planning Board S & W	2,000.00
Planning Board O/E	500.00
Engineering O/E	3,500.00
Fire S & W	110,000.00

Hydrants	25,000.00	
O/E	3,700.00	
Police S & W	500,000.00	
Police O/E	5,000.00	
EMS Services	14,000.00	
Emergency Mgmt S & W	2,000.00	
Emergency Mgmt O/E	300.00	
Streets & Road S&W	100,000.00	
Streets & Road O/E	4,200.00	
Vehicle Maintenance O/E	8,000.00	
Solid Waste Tipping Fees	200,000.00	
Buildings & Grounds O/E	5,000.00	
Maint of Bike Path	500.00	
Sewer S & W	45,000.00	
Sewer O/E	4,000.00	
Construction Official S & W	20,000.00	
Construction Official O/E	1,500.00	
Zoning / Housing S & W	10,000.00	
Zoning / Housing O/E	500.00	
Petroleum Products	10,000.00	
Telecommunications	12,000.00	
Water	2,000.00	
Electricity & Natural Gas	45,000.00	
PERS	191,330.00	
Social Security	20,000.00	
PFRS	775,476.00	
Unemployment	3,500.00	
DCRP	1,000.00	
TOTAL WITHIN CAPS		\$ 2,670,756.00
Interlocal Agreement - Court	36,975.00	
Interlocal Agreement - Dispatch	105,000.00	
Interlocal Agreement - ACUA	283,764.00	
Sewer Repairs	-	
TOTAL PER 26.25% LIMIT		\$ 3,096,495.00
Bond Principal	-	
BAN Payment	-	
Interest on Bonds	145,000.00	
Interest on Notes	-	

TOTAL TEMPORARY BUDGET		\$ 3,241,495.00
2019 Adopted Budget	13,304,442.40	
Less :		
Capital Improvements	697,500.00	
Debt Service	<u>810,500.00</u>	
	11,796,442.40	
Maximum Allowed (26.25%)		\$ 3,096,566.13
Difference		\$ 71.13

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 3-2021**

**DESIGNATION OF OFFICIAL NEWSPAPERS FOR THE
PUBLICATION OF LEGAL NOTICES FOR THE CITY OF
NORTHFIELD**

IT IS HEREBY RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that **THE PRESS OF ATLANTIC CITY**, and **THE CURRENT OF NORTHFIELD, LINWOOD, AND SOMERS POINT** are hereby designated as the official newspapers for the publication of any advertisements and notices required by law to be published by the municipality. Publication in either of the above shall be deemed to be the official notice to satisfy the requirements of N.J.S.A. 40:53-1.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 4-2021**

ANNUAL APPOINTMENTS

IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield, County of Atlantic, State of New Jersey, that the following appointments are hereby made, confirmed and ratified:

ONE YEAR TERM / January 1, 2021 - December 31, 2021

Deputy Municipal Clerk – Shannon Campbell

Clean Communities Coordinator – Michael Dattalo

Collector of Sewerage Revenue and Search Officer – Michele L. Kirtsos, CTC

Zoning / Housing, Code Enforcement Officer - Michael Dattalo

ADA Compliance – Municipal Engineer

Municipal Alliance Coordinator – Kathi Smith

Use of Facilities / Event Coordinator – Shannon Campbell

Right to Know / PEOSHA Indoor Air Quality Designee – Kathi Smith

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 5-2021**

**TO AUTHORIZE THE TAX ASSESSOR TO FILE
A PETITION OF APPEAL OR APPEALS
FOR THE TAX YEAR 2021**

WHEREAS, from time to time, the Tax Assessor of the City of Northfield discovers an error in calculation, transposition, measurement or typographical error in the tax assessment on the tax list after the time within which the County Board of Taxation has certified the tax rates of the tax year; and

WHEREAS, the governing body of the taxing district of the City of Northfield is desirous that every taxpayer shall pay their fair share of taxes; and

WHEREAS, if said error is discovered by the Tax Assessor in the normal course of business and is not corrected, the affected taxpayers would then be paying more or less than their fair share of taxes; and

WHEREAS, in each instance, the error discovered was not caused by any act or omission of the taxpayer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the taxing district of the City of Northfield that the Tax Assessor is hereby authorized and permitted to file a Petition of Appeal or Appeals for the tax year 2021 with the Atlantic County Board of Taxation to seek correction of such errors, and, in each instance, to either raise or lower the assessment to the correct and proper value; and

IT IS FURTHER RESOLVED that in each such instance, a copy of any Petition of Appeal filed with the Atlantic County Board of Taxation pursuant to the authorization extended by this Resolution shall be filed with the Municipal Clerk of the City of Northfield; and

IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Municipal Clerk of the City of Northfield to the Atlantic County Board of Taxation upon passage of this Resolution; and

IT IS FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Atlantic County Board of Taxation accompanying any Petition of Appeal which may be filed by the Assessor under the authority extended herein.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 6-2021**

SAFETY AND HEALTH COMMITTEE APPOINTMENTS

WHEREAS, it is the policy of the City of Northfield to promote a safe and healthy environment in the City Government; and

WHEREAS, the City must provide a mechanism to evaluate accidents, practices, resources, and issues, and to make recommendations which promote and maintain a safe and healthy working environment in order to protect the public resources, and reduce City exposure to risk and loss.

NOW, THEREFORE, BE IT RESOLVED that the Safety and Health Committee be appointed as follows:

Claims Coordinator	Mary Canesi
Finance Department	Kathi Smith
Fire Department	Fire Chief
Fund Commissioner	Mary Canesi
Alternate Fund Commissioner	Shannon Campbell
Housing / Zoning / Code Enforcement	Mike Dattalo
Buildings & Grounds	Kathi Smith
Library	Aubrey Hiers
Office of Emergency Management	Tim Joo
Police Department	Paul Newman
Road Department/Sewerage Operations	Qwin Vitale
Safety Coordinator	Shannon Campbell
Tax Office	Michele L. Kirtsos

BE IT FURTHER RESOVELD, it is mandatory that the Committee Members attend or send a representative to all City Safety Meetings scheduled by the Safety Coordinator.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 7-2021**

ESTABLISHING CHARGES FOR MUNICIPAL PUBLIC RECORDS

BE IT RESOLVED by the Mayor and Common Council of the City of Northfield that in accordance with N.J.S.A. 47:1A-5.b, the City of Northfield does hereby establish the following charges for the reproduction of any municipal public record:

Per Page Cost Letter Size\$.05 per page
Per Page Cost Legal Size\$.07 per page

Access to electronic records and non-printed materials shall be provided free of charge, but the City of Northfield shall charge for the actual costs of any needed supplies such as computer discs. Mailing charges shall consist of actual postage.

BE IT RESOLVED that fees for City documents reproduced by a 3rd party not exceed actual duplication costs.

BE IT FURTHER RESOLVED that a request for access to a government record shall be in writing and hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 8-2021**

**A RESOLUTION APPOINTING A FUND COMMISSIONER
AND AN ALTERNATE FUND COMMISSIONER
FOR THE ATLANTIC COUNTY JOINT INSURANCE FUND**

WHEREAS, the City of Northfield is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as FUND; and

WHEREAS, the Bylaws of the FUND require that in the manner generally prescribed by law, each member shall appoint (1) Fund Commissioner to the Fund. Each Fund Commissioner shall be either a member of the local unit's governing body or one of its employees and that no individual may serve as Fund Commissioner for more than one member; and

WHEREAS, N.J.A.C. 11:15-2.6 states that a Fund Commissioner who is a member of the appointing unit's local governing body, shall hold office for two years or for the remainder of his/her term of office as a member of the local unit's governing body, whichever shall be less; and

WHEREAS, N.J.A.C. 11:15-2.6 states that a Fund Commissioner who is an employee of the appointing members shall hold office at the pleasure of the member and can be removed by the member at any time without cause; and

WHEREAS, the Governing Body recommends the appointment of Municipal Clerk, Mary Canesi, as Fund Commissioner, and Deputy Municipal Clerk, Shannon Campbell, as Alternate Fund Commissioner, in accordance with FUND bylaws.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Northfield does hereby appoint Municipal Clerk, Mary Canesi, as Fund Commissioner and Deputy Municipal Clerk, Shannon Campbell, as Alternate Fund Commissioner, for the Atlantic County Municipal Joint Insurance Fund.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 9-2021**

**APPOINTING MARY CANESI AS THE DESIGNATED
PUBLIC AGENCY COMPLIANCE OFFICER**

WHEREAS, pursuant to N.J.A.C. 17:27-3.3, the City of Northfield must appoint a Designated Public Agency Compliance Officer; and

WHEREAS, the Common Council of the City of Northfield has recommended Municipal Clerk Mary Canesi for the position of Public Agency Compliance Officer.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Common Council of the City of Northfield do hereby approve, confirm and ratify this appointment to expire December 31, 2021.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 10-2021**

**APPOINTMENT OF RISK MANAGEMENT CONSULTANT IN
ACCORDANCE WITH THE BYLAWS OF THE ATLANTIC COUNTY
MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the City of Northfield is a member of the **Atlantic County Municipal Joint Insurance Fund**, a self insurance pooling fund, and;

WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws and;

WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the City's 2020 total combined Atlantic County Municipal Joint Insurance Fund assessment, which is charged against line 01-23-215-200, and;

WHEREAS, requests for proposals for Risk Management Consultant Services were advertised and two proposals were received; and

WHEREAS, Derek Valenti of Hardenbergh Insurance Group submitted a proposal dated December 8, 2020 indicating he will provide the City of Northfield with his services as Risk Management Consultant for an annual fee of \$9,500.00; and

WHEREAS, the City's 2020 total combined Atlantic County Municipal Joint Insurance Fund assessment is \$369,651.00, and the fee proposed for Mr. Valenti represents approximately 2.5% of this total.

NOW THEREFORE, be it resolved that the governing body of the City of Northfield does hereby appoint Derek Valenti of Hardenbergh Insurance Group as its Risk Management Consultant, in accordance with 40A:11-5 and;

BE IT FURTHER RESOLVED that the term of said appointment shall be one year, from January 1, 2021 to December 31, 2021; and

BE IT FURTHER RESOLVED that the governing body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January 2021.

Mary Canesi, RMC, Municipal Clerk

ATTEST: _____ MUNICIPALITY: _____

ATTEST: _____ CONSULTANT: _____

DATE: _____

“AGREEMENT”
RISK MANAGEMENT CONSULTANT
ATLANTIC COUNTY
MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this 5th day of **January, 2021**, between the **City of Northfield** (hereinafter referred to as Municipality) and **Hardenbergh Insurance Group** (Corporation) of the State of New Jersey, having its principal office at **8000 Sagemore Dr., Suite 8101, Marlton, NJ 08053** (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the **Municipality** professional risk management consulting services as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund, and

WHEREAS, the **Municipality** desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held **January 5, 2021**;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the **Municipality** as follows:
 - A) The Consultant shall assist the **Municipality** in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) Assist the **Municipality** in understanding and selecting the various coverages available from the Atlantic County Municipal Joint Insurance Fund.
 - C) Review with the **Municipality** any additional coverage that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality’s authorization place such coverages outside the Fund.
 - D) Assist the **Municipality** in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
 - E) Review the **Municipality’s** assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant’s involvement does not include the work normally done by a public adjuster.
 - H) Any other services required by the Fund’s Bylaws.

2. The term of this agreement shall be for one (1) year from the first day of **January, 2021**, or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
3. The Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, an amount of **Nine Thousand, Five Hundred Dollars (\$9,500)** based on the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any coverages, authorized by the **Municipality**, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.
5. Either party may cancel this Agreement, with cause, at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

ATTEST: _____
(signature)

MUNICIPALITY: _____
(Erland V.L. Chau, Mayor)

PRINT NAME: _____

PRINT REP NAME: _____

ATTEST: _____
(signature)

CONSULTANT: _____
(Jon Sharp)

PRINT NAME: _____

PRINT NAME: _____

PRINT FIRM: Hardenbergh Insurance Group

DATE: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 11-2021**

**A RESOLUTION AUTHORIZING THE CONTACT PERSONS
TO ACCESS THE EMPLOYMENT PRACTICES LIABILITY
CONSULTATION SERVICE (EPL)
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

WHEREAS, the Governing body of the City of Northfield hereinafter referred to as "MUNICIPALITY", is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as "FUND"; and

WHEREAS, the FUND has adopted a policy authorizing the Employment Practices Liability Attorney Consultation Service; and

WHEREAS, the FUND has budgeted an annual allowance per member for EPL consulting services; and

WHEREAS, the FUND requires the MUNICIPALITY to designate specific managerial or supervisory individuals who will have telephone access to the EPL Hotline;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Northfield does hereby designate Mary Canesi, Fund Commissioner, as its Contact Person.

BE IT FURTHER RESOLVED that the Governing Body does hereby designate the Municipal Solicitor, and Chief Financial Officer Dawn Stollenwerk as additional Contact Persons.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 12-2021**

**ESTABLISHING RULES OF ORDER AND CONDUCT FOR ALL CITY
COUNCIL, WORK SESSIONS, AND SPECIAL MEETINGS IN THE CITY
OF NORTHFIELD FOR THE YEAR 2021**

WHEREAS, it is in the interest of the City of Northfield to adopt standing rules of order and regulations for participation at City Council Meetings for the purpose of promoting efficiency and ensuring that the public has a fair opportunity to comment when permitted to do so.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Northfield adopt the following standing rules of order and conduct for City Council Meetings:

- A. Adoption of Roberts Rules of Order.
 - a. City Council meetings shall use Robert's Rules of Order, 11th edition, as a guide to meeting procedures.
- B. Regulations of Participation at City Council Meetings.
 - a. The Chair must recognize a speaker.
 - b. The person must state his or her name, and address of residence for the record.
 - c. All persons recognized by the Chair must engage in respectful and orderly discourse. In the event of disrespectful, vulgar or inflammatory discourse, the Chair may exercise discretion and terminate the person's right to speak.
 - d. Members of the public shall be given up to five minutes to address the Governing Body regardless of the number of issues during the Public Portion of the meeting and shall not be entitled to "borrow" time from others. At the discretion of the Chair, and subject to the consent by the majority of the Council at a given meeting, this time allocation may be relaxed and extended, which relaxation or suspension shall not constitute a binding precedent for other speakers on other issues. The limitations imposed herein relate solely to the Public portion of the meeting and are not intended to apply to the Regular Business Meeting.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 13-2021**

**CITY OF NORTHFIELD
LOCAL EMERGENCY PLANNING COMMITTEE (L.E.P.C.)
APPOINTMENTS**

WHEREAS, as authorized by Title III of the Superfund Amendments and Reauthorization Act (S.A.R.A.), the City of Northfield has been designated as a member of a Regional Local Emergency Planning Committee (L.E.P.C.); and

WHEREAS, the City of Northfield Municipal Emergency Management Coordinator is the local contact for the Regional L.E.P.C.; and

WHEREAS, as part of ongoing efforts to ensure public health and safety, and to protect our community and the environment from chemical hazards, it is the recommendation of the City of Northfield Municipal Emergency Management Coordinator that the local governing body establish a City of Northfield L.E.P.C, to function as a sub-group of the Regional L.E.P.C; and

WHEREAS, membership in Northfield's L.E.P.C should include broad representation to ensure that all necessary elements of the planning process are represented; and

WHEREAS, it shall be the goal of the Northfield L.E.P.C. to develop an emergency response plan, review the plan at least annually, and provide information about chemicals in the community to citizens.

WHEREAS, a recommendation has been made by the Mayor to this Governing Body to appoint the following members to this committee:

Municipal Emergency Management Coordinator
Mayor
Council President
Chief, Fire Department
Chief of Police
Public Works Superintendent

WHEREAS, the Northfield L.E.P.C. shall be chaired by the City of Northfield Municipal Emergency Management Coordinator, shall meet not less than quarterly, and members shall send a designee to any meeting if unable to attend.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that the individuals in the named positions are appointed to serve as members of the Northfield L.E.P.C until December 31, 2021, or until a successor shall be duly appointed.

BE IT FURTHER RESOLVED that the individuals appointed to the Northfield L.E.P.C. shall serve without compensation and without entitlement compensation and without entitlement to any benefits.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 14-2021**

**A RESOLUTION ADOPTING A CASH MANAGEMENT PLAN
OF THE CITY OF NORTHFIELD**

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:5-14, the City of Northfield shall adopt a Cash Management Plan and shall deposit its funds pursuant to that plan; and

WHEREAS, the Cash Management Plan shall include the designation of a depository or depositories as permitted in section 4 of P.L. 1970, c 236 (C.17.9-44); and

WHEREAS, the Cash Management Plan shall be designed to assure, to the extent practicable, the investment of local funds in interest bearing accounts and may be modified from time to time in order to reflect changes in federal or state law or regulations; and

WHEREAS, the Cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A: 5-4.

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

1. The allegations to the preamble are incorporated herein by this reference.
2. The Cash Management Plan for the City of Northfield be and hereby is adopted.
3. A copy of the Cash Management Plan is attached hereto and made a part of this resolution.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to do all things necessary to carry out the intent of the resolution.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

2021

I. STATEMENT OF INTENT

This Cash Management Plan (the “Plan”) is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the City of Northfield, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the City of Northfield:

Current Fund	Capital Fund
Dog Fund	Trust Escrow Fund
Municipal Court Account	Payroll Account
Recreation Trust	Small Cities Account
Tax Collector’s Account	Trust Fund - Other

- B. It is understood that this Plan is not intended to cover certain funds and accounts of the City of Northfield, specifically:

Municipal Court Bail Account
Tax Collector’s Premium Account
Tax Collector’s Lien Account
Drug Enforcement/State
Drug Enforcement/Federal
City Confidential Account

III. DESIGNATION OF OFFICIALS OF THE CITY OF NORTHFIELD AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

The Chief Financial Officer of the City of Northfield (the “Designated Official”) is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Northfield are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

TD Bank	First National Bank of Absecon
NJ ARM	Bank of America
Wells Fargo	Park Bank
OceanFirst Bank	State of New Jersey Cash Management Fund

All such depositories holding City funds shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official (s) referred to in Section III above.

V. DESIGNATION OF OFFICIALS TO SIGN CHECK AND WITHDRAWALS OF THE CITY OF NORTHFIELD.

Pursuant to N.J.S.A. 40A:5-17.B (2), that the following named officials shall sign checks and authorized withdrawals for the City of Northfield:

Mayor	Chief Financial Officer
Municipal Clerk	Council President

All checks and withdrawals shall be signed with two (2) signatures (Any combination of the above positions) for all City accounts unless otherwise indicated below.

The City Payroll account will require two (2) signatures, namely the Chief Financial Officer and the Municipal Clerk.

The Tax Collector’s Premium account and Tax Collector’s Lien Account will require only one (1) signature, namely the Tax Collector or the Chief Financial Officer.

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

The Municipal Court Account and the Municipal Court Bail Account will require only one (1) signature, namely the Municipal Court Administrator, Judge or Deputy Court Administrator.

The Drug Enforcement/State and Drug Enforcement/Federal will require two (2) signatures, namely the Chief of Police, the City Clerk or the Mayor.

The Confidential Account will require two (2) signatures, namely the Chief of Police, the Municipal Clerk or the Mayor.

VI. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the designated official(s) of the City referred to in this Plan may deal with for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official(s) referred to in Section III above.

None designated.

VII. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Officials are hereby authorized to invest the public funds covered by this Plan to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

- (4) Bonds or other obligations of the Local unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c236 (C.17:9-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

Government Money Market Mutual Fund - An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940”, 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270 2a-7.

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

- (b) The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) Which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool - An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act" P.L. 1968, c.410 (c.52:14B-1 et seq) By the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

- (e) which does not permit investments in instruments that: are subject to high price volatility which changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9(C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.
- (g) Notwithstanding the above authorization, the monies on hand in the accounts listed in section 2 shall be further limited as to maturities, specific investments or otherwise as follows:

Limited only to maturities, one (1) year or less

**VIII. SAFEKEEPING CUSTODY PAYMENT AND
ACKNOWLEDGEMENT OF RECEIPT OF PLAN.**

To the extent that any Deposit or Permitted Investments involve a document or security which is not physically held by the City, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City to assure that there is no unauthorized use of the funds or the Permitted Investment or Deposits. Purchase of any Permitted Investments that

CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD, IN THE COUNTY OF ATLANTIC, NEW JERSEY

involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the City or by a third party custodian prior to or upon the release of the City’s funds.

To assure that all parties with whom the City deals either by way of Deposits or Permitted Investments are aware of the authority and limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

IX. REPORTING REQUIREMENTS.

At the regular meeting each month (for those months with two meetings it shall be the second meeting) during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the Finance Chairperson of the City a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent, that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.

**CASH MANAGEMENT PLAN OF THE CITY OF NORTHFIELD,
IN THE COUNTY OF ATLANTIC, NEW JERSEY**

H. All other information which may be deemed reasonable
from time to time by the Finance Chairperson of the City.

X. TERM OF THE PLAN.

This Plan shall be in effect from January 1, 2021 to December 31, 2021. The plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official(s) is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 15-2021**

**TO ESTABLISH THE RATE OF INTEREST
FOR NONPAYMENT OF TAXES OR ASSESSMENTS**

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that, as authorized by N.J.S.A.54:4-67 as amended by Chapter 435 P.L. 1978, the rate of interest to be charged for nonpayment of taxes or assessments on or before the date that they would become delinquent is hereby fixed at 8% per annum on the first \$1,500.00 of delinquency and 18% per annum on any amount in excess of \$1,500.00, provided, however, that no interest shall be charged if payment is made within ten (10) calendar days of the date upon which the tax or assessment becomes payable.

IT IS FURTHER RESOLVED that nothing contained within this Resolution shall be construed to extend the date on which taxes are due and payable nor the obligations to pay interest which shall commence on the due date if taxes are not paid within the ten (10) calendar day grace period.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 16-2021**

**AUTHORIZE A PENALTY CHARGE
TO DELINQUENT TAX PAYERS**

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that as authorized by N.J.S.A.54:4-67 as amended by Chapter 75, P.L. 1991, the Governing Body of the City of Northfield hereby establishes a penalty in the amount of six percent (6%) to be charged to a taxpayer with a delinquency in excess of Ten Thousand Dollars (\$10,000.00) who fails to pay that delinquency prior to the end of the calendar year.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 17-2021**

**AUTHORIZING AWARD OF CONTRACT FOR REGISTERED MUNICIPAL
ACCOUNTANT THROUGH A FAIR AND OPEN PROCESS PURSUANT TO
N.J.S.A. 19:44A-20.5, ET SEQ.**

WHEREAS, there exists within the City of Northfield the need for the services of a Registered Municipal Accountant;

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Ford, Scott and Associates, LLC, indicating they will provide Registered Municipal Accountant services in the form of a basic audit for a fee of \$31,000.00, and additional services if to be billed at a rate not to exceed \$200.00 per hour, be accepted; and

WHEREAS, the estimated annual value of the contract is \$35,000.00; this amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract as per NJSA 40A:5-4 with Ford, Scott and Associates, LLC, 1535 Haven Avenue, Ocean City, New Jersey, 08330, for Registered Municipal Accountant services for a term ending December 31, 2021, for a fee of \$31,000 for a basic audit, as defined in the contract. This contract is awarded pursuant to a Fair and Open process in accordance with N.J.S.A. 19:44A-20.5, et seq.

BE IT RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-135-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 18-2021**

**AUTHORIZING AWARD OF CONTRACT FOR LICENSED LAND
SURVEYOR THROUGH A FAIR AND OPEN PROCESS PURSUANT TO
N.J.S.A 19:44A-20.5, ET SEQ.**

WHEREAS, there exists within the City of Northfield the need for the services of a Licensed Land Surveyor, and funds are available for this purpose;

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Howard Transue, of Schaeffer, Nassar, Scheidegg Consulting Engineers, indicating they will provide Land Surveyor services for a variable fee of up to \$140.00 per hour, be accepted; and

WHEREAS, the estimated annual value of the contract is \$7,500.00; this amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Howard A. Transue, PLS of Schaeffer, Nassar, Scheidegg Consulting Engineers, 1425 Cantillon Boulevard, Mays Landing, New Jersey as the Licensed Land Surveyor, License #24GS03354100, for the City of Northfield, for a term ending December 31, 2021, for a variable fee of up to \$140.00 per hour as defined in the contract. Said contract is awarded in compliance with the rules and restrictions set forth by the State's Local Unit Pay-to-Play law. (New Jersey Pay to Play Law).

BE IT FURTHER RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-165-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 19-2021**

**AUTHORIZING AWARD OF CONTRACT FOR BOND COUNSEL AS A
PROFESSIONAL SERVICE THROUGH A FAIR AND OPEN PROCESS
PURSUANT TO N.J.S.A 19:44A-20.5, ET SEQ.**

WHEREAS, there exists within the City of Northfield the need for professional services for Bond Counsel, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Joel Fleishman of Fleishman Daniels Law Firm, indicating they will provide Bond Counsel services for variable fees in accordance with the fee schedule submitted, be accepted; and

WHEREAS, the estimated annual value of the contract is \$17,000.00; this amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Joel Fleishman of Fleishman Daniels Law Firm, 646 Ocean Heights Avenue, Suite 103, Linwood, NJ, as Bond Counsel for the City of Northfield for a term ending December 31, 2021, in accordance with the fee schedule incorporated therein. Said contract is awarded in compliance with the rules and restrictions set forth by the State's Local Unit Pay-to-Play law. (New Jersey Pay to Play Law).

BE IT FURTHER RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 20-2021**

**AUTHORIZING AWARD OF CONTRACT FOR LABOR RELATIONS
ATTORNEY SERVICES THROUGH A FAIR AND OPEN PROCESS
PURSUANT TO N.J.S.A 19:44A-20.5, ET SEQ.**

WHEREAS, there exists within the City of Northfield the need the services of a Labor Relations Attorney; and

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Gruccio, Pepper, DeSanto & Ruth, P.A., 817 E. Landis Avenue, Vineland, New Jersey, indicating they will provide Labor Relations Attorney services for the fee of \$140.00 per hour, be accepted; and

WHEREAS, the estimated annual value of the contract is \$35,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Lawrence Pepper, Jr., Esquire, of the firm Gruccio, Pepper, DeSanto & Ruth, P.A., 817 E. Landis Avenue, Vineland, New Jersey as Labor Relations Attorney for the City of Northfield, for a term ending December 31, 2019, for the fee of \$ 140.00 per hour for legal services as defined in the contract. This contract is awarded pursuant to a Fair and Open process in accordance with N.J.S.A. 19:44A-20.5, et seq.

BE IT RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 21-2021**

**AUTHORIZING AWARD OF CONTRACT FOR TAX APPEAL
ATTORNEY AS A PROFESSIONAL SERVICE UNDER A FAIR AND
OPEN PROCESS PURSUANT TO N.J.S.A. 19:44A-20.5, ET SEQ.**

WHEREAS, there exists within the City of Northfield the need for the services of a Tax Appeal Attorney; and

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Thomas G. Smith, Esquire, 2312 New Road, Suite 201, Northfield, New Jersey, indicating he will provide the services of a Tax Appeal Attorney for the fee of \$122.50 per hour, be accepted; and

WHEREAS, the estimated annual value of the contract is \$24,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Thomas G. Smith, Esquire, 2312 New Road, Suite 201, Northfield, New Jersey, as the Tax Appeal Attorney for the City of Northfield, for a term ending December 31, 2021, for a fee of \$122.50 per hour for legal services as defined in the contract. This contract is awarded pursuant to a Fair and Open process in accordance with N.J.S.A. 19:44AA-20.5, et seq.

BE IT RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 22-2021**

**AUTHORIZING AWARD OF CONTRACT FOR MUNICIPAL ENGINEER
THROUGH A FAIR AND OPEN PROCESS PURSUANT TO N.J.S.A 19:44A-20.5,
ET SEQ.**

WHEREAS, there exists within the City of Northfield the need for the professional services of a Municipal Engineer; and

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Schaeffer, Nassar, Scheidegg Consulting indicating they will provide Municipal Engineering services for a retainer of \$2,100.00 and variable fees up to \$120.00 per hour be accepted; and

WHEREAS, the estimated annual value of the contract is \$225,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Rami Nassar, PE, PP, CME, of Schaeffer, Nassar, Scheidegg Consulting Engineers, 1425 Cantillon Boulevard, Mays Landing, New Jersey as Municipal Engineer, License #24GE03490200, for the City of Northfield for a term ending December 31, 2021, for a \$2,100.00 retainer and a variable fee of up to \$120.00 per hour, as defined in the contract. Said contract is awarded in compliance with the rules and restrictions set forth by the State's Local Unit Pay-to-Play law. (New Jersey Pay to Play Law).

BE IT FURTHER RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-165-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 23-2021**

**AUTHORIZING AWARD OF CONTRACT FOR MUNICIPAL SOLICITOR
THROUGH A FAIR AND OPEN PROCESS PURSUANT TO N.J.S.A 19:44A-
20.5, ET SEQ.**

WHEREAS, there exists within the City of Northfield the need for the services of a Municipal Solicitor;

WHEREAS, the anticipated value of the acquisition will exceed \$17,500.00, and funds are available for this purpose; and

WHEREAS, pursuant to N.J.S.A 19:44A-20.5, also known as "Pay to Play" law, requests for proposals were properly advertised in the Press of Atlantic City on Saturday, November 21, 2020; and

WHEREAS proposals were received, publicly opened and announced on December 8, 2020, and the proposals submitted have been reviewed; and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Kristopher J. Facenda, indicating he will provide the services of the Municipal Solicitor for retainer of \$25,000.00 and a fee of \$150.00 per hour for additional services be accepted; and

WHEREAS, the estimated annual value of the contract is \$48,000. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with the Kristopher J. Facenda of Kristopher J. Facenda, LLC, 2408 New Road, Suite 2, Northfield, New Jersey as Municipal Solicitor for the City of Northfield, for a term ending December 31, 2021, for the sum of \$25,000 for services provided under the general retainer, and \$150 per hour for extra legal services, as defined in the contract. This contract is awarded pursuant to a Fair and Open process in accordance with N.J.S.A. 19:44AA-20.5, et seq.

BE IT RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 24-2021**

**AUTHORING THE TAX COLLECTOR
TO CONDUCT A TAX LIEN SALE**

WHEREAS, the City of Northfield conducts a standard tax sale each year; and the Tax Collector is hereby authorized to hold a tax Lien Sale on March 18, 2021.

WHEREAS, any taxpayer who is delinquent as of November 11 of the previous year shall be included in the standard sale; and

WHEREAS, to ensure full payment prior to the date of the standard tax sale, the City must know that taxes were paid in full.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, County of Atlantic and State of New Jersey that all delinquent tax payments tendered after February 19, 2021, must be paid either by certified check, money order or cash.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 25-2021**

**A RESOLUTION AUTHORIZING THE PUBLIC AUCTION OF
ABANDONED / UNCLAIMED VEHICLES**

WHEREAS, the City of Northfield throughout the year 2021 shall have possession of abandoned or unclaimed vehicles not needed for purposes by the Municipality; and

WHEREAS, the Governing Body of the City of Northfield is desirous of selling said vehicles at various public auctions, open public sales throughout the year to the highest bidder, subject to the limitation set forth herein; and

WHEREAS, all vehicles being offered for sale will be offered for sale "as is" without any representation or warranties on behalf of said Municipality as to its condition.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield that the Northfield Police Department will expose such vehicles for public auction and set the minimum bid price in accordance with NJSA 39:10A-1, et seq, and NJSA 40A: 11-36, and other applicable statutes; and

BE IT FURTHER RESOLVED that the Municipal Clerk is authorized to set appropriate dates and times for any and all future auctions in 2021, and shall advertise the vehicles for sale along with the minimum bid.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 26-2021**

**RESOLUTION RECOGNIZING
MEMBERS OF THE NORTHFIELD VOLUNTEER FIRE COMPANY**

IT IS HEREBY RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that the appointment of the following persons to the Northfield Volunteer Fire Company for the calendar year ending December 31, 2021 is hereby approved, ratified and confirmed:

Arsenault, Cole
Carey, Louis (*Lieutenant*)
Clark, Ryan
Cummings, Bruce Jr.
Flaherty, Brian (*Captain*)
Gitsas, Adam
Hackett, Edward
Kerlin, Kirk
Leeds, Bill
Leeds, Robert
Martinelli, Henry
Morey, Kevin
Nehl, Michael Tyler
Pendlebury, John
Scalise, Nicholas
Shenkus, Eric (*Assistant Chief*)
Sullivan, John III (*Lieutenant*)
Wallace, Michael (*Lieutenant, Safety Officer*)

Badger, Cindy
Chau, Erland
Cummings, Bruce (*Chief*)
Cummings, Jason
Foltz, Brad
Goodman, Scott (*Deputy Chief*)
Hickey, Daniel
Lamaina, Ethan
Leeds, Cole
Lichtenberger, Lee
Morey, Donald Michael
Morey, Thomas
Ordille, John
Pepek, Martin
Schaeck, Charles
Sickler, Derrick
Swartz, Robert

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 27-2021**

**RESOLUTION RECOGNIZING MEMBERS OF THE NORTHFIELD
VOLUNTEER COMPANY LADIES' AUXILIARY**

IT IS HEREBY RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that members of the Northfield Volunteer Fire Company Ladies' Auxiliary for the year ending December 31, 2021 are hereby recognized as follows:

Barbara Cummings – Treasurer	Cindy Kreminski
Chelsea Cummings – Executive Board	June Leeds
Elizabeth Cummings – President	Janet Morey – Secretary
Kate Cummings	Anna Pepek
Janice Davis	Beth Polhamus
Sharon Evans – Executive Board	Donna Revelle
Sue Giansanti – Vice President	Dorothy Ryon
Pat Hackett	Kate Scalise
Molly Hamilton	Kathy Steelman
Kathy Hanna	Ruth Tayao
Kathy Jasiecki	MaryAnne Vergulti – Executive Board

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 28-2021**

**AUTHORIZING CONTRACTS WITH CERTAIN APPROVED
STATE CONTRACT VENDORS FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a**

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

WHEREAS, the City of Northfield has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the City of Northfield may enter into contracts with State Contract Vendors and purchase items through State Contracts through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

NOW, THEREFORE, BE IT RESOLVED, that the City of Northfield authorized the Purchasing Agent to purchase certain goods or services from approved New Jersey State Contract Vendors, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the Governing Body of the City of Northfield pursuant to N.J.A.C. 5:30-5.5(b), the certification of the available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable of certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Northfield and the Referenced State Contract Vendors shall be from January 1, 2021 to December 31, 2021.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

Erland V.L. Chau, Mayor

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 29-2021**

**AUTHORIZING AWARD OF PROFESSIONAL SERVICES CONTRACT
FOR CONTINUING DISCLOSURE AGENT SERVICES AND
INDEPENDENT REGISTERED MUNICIPAL ADVISOR OF RECORD**

WHEREAS, there exists within the City of Northfield the need for the appointment of a Continuing Disclosure Agent and Independent Registered Municipal Advisor of Record; and

WHEREAS, the anticipated value of this service is \$1,050.00 and funds are available for this purpose.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Phoenix Advisors, LLC, 4 West Park Street, Bordentown, NJ as the Continuing Disclosure Agent for the City of Northfield, for the 2021 fiscal year, for the sum of \$1,050.00. The Agreement is attached as "Exhibit A".

BE IT FURTHER RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

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 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk



**2021
AGREEMENT
for
CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, valid for the calendar year noted above, (the "Agreement") by and between Northfield City, 1600 Shore Rd, Northfield, NJ 08225-2201 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

WITNESSETH:

WHEREAS, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor ("IRMA") and to offer such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:



Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs and as specified under the Rule, including any required posting of any material event ("Event") notices.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Set-up**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made aware.
 - iv. **Monitor, React, and Meet Filing Deadlines**
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary



documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

v. **File Financial and Operating Data to Meet Your Obligations**

In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the Issuer and other of the Issuer's retained professionals.

vi. **File Documents Uniformly, Accurately, and Promptly**

EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

vii. **Confirm Filings to Client Promptly**

The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

viii. **Coordinate and Submit Voluntary Information**

Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.



- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events, whose incurrence requires a notice to be posted within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.
- x. **Actively Monitor Issuer Rating Changes**
Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.
- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.
- xii. **Provide a Comprehensive Report Each Fiscal Year**
We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.
- xiii. **Acceptance of Annual Report**
The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted



by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
 - i. \$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
 - ii. \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
 - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
 - iv. All fees are accumulated and invoiced toward the end of the relevant year.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.
 - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and, as appropriate, a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
 - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.



- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer as-requested.
 - iv. The Issuer, through the designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
 - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases, or bank loans the Issuer may embark.
- III. When, and if, the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

Section 4 – AGREEMENT TERM AND CONDITIONS

- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

NORTHFIELD CITY

By: _____

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



SCOPE OF SERVICES – DEBT ISSUANCE

To assure that you have a complete understanding of an entire transaction Phoenix Advisors, LLC (the "Municipal Advisor"), is active at each juncture of your transactions to personally and professionally guide you and respond to your concerns and questions. Below is an outline of services that may be provided during the financing process. This outline is not finite – we expect to do those things necessary and appropriate to bring your transaction to a successful conclusion.

I. Plan Strategy and Structure

The Municipal Advisor will research and analyze your outstanding debt to craft a financing solution that satisfies your needs now and into the future. Among the services that are provided to achieve these goals are:

- a. Identify and analyze
 - i. Review relevant financing structures, options and concepts.
 - ii. Make recommendations to you based upon cost-benefit and market analysis.
- b. Develop and put forward a sound plan of finance.
 - i. Construct analyses.
 - ii. Make recommendations concerning maturity structure, credit enhancement, early redemption features, and more.
 - iii. Address existing financial strengths, weaknesses, and growth patterns.

II. Coordinate the Financing Process

The Municipal Advisor coordinates the many steps of your transaction adding organization and capability to the financing process. The Municipal Advisor will:

- a. Establish a Timetable that outlines key events, dates and responsibilities and maintain a contact list of transaction participants.
- b. Coordinate the financing by, as appropriate, scheduling meetings, assigning work product responsibility, and communicating with finance team members.
- c. Assist in obtaining the approval of oversight entities, if needed, by making appropriate application and clear and concise presentations.
- d. Provide practical business, not legal, advice as to critical components and appropriate language of financing documents to aid in their completion and market acceptance.
- e. Assist in preparation of the offering document, i.e. the Official Statement
- f. Ensure that the current needs and requirements of investors, insurers, and bidders are met by the contents of the document.
- g. Develop a rating agency strategy and prepare a comprehensive rating presentation to obtain a rating that best reflects your overall financial position.
- h. Evaluate and recommend required or value-added third-party services and products.



III. Execute the Plan

When your transaction is ready for sale, whether competitive or negotiated, your Municipal Advisor take many valuable steps the goal of which is to achieve the appropriate interest cost and successful closing. Among these steps are:

- a. Provide statistics and points of reference
 - i. Gauge the overall market climate.
 - ii. Monitor the market
 - iii. Provide a recommendation for timing of your sale
 - iv. Work to schedule your debt offering under the most advantageous market conditions available.
- b. Present information to potential investors and bidding underwriters
 - i. Alert them of your debt offering and its characteristics.
 - ii. As appropriate, coordinate and conduct to present the financing to investors.
 - iii. Act to bolster demand in the market.
- c. Assemble valuable statistics and comparisons proximate to your sale
 - i. Assist in evaluating the interest rates received
 - ii. Assure understanding of recommendations made concerning the sale.
- d. Be active in your sale
 - i. Coordinate day of sale activities
 - ii. Providing real-time translation of events during competitive bid submission.
 - iii. In negotiated transactions, have active dialogue with underwriters during the interest setting process in juxtaposition to their interests to guard yours.
- e. After the sale
 - i. Coordinate and monitor details of your closing.
 - ii. Prepare memorandum directing the movement of funds.
- f. If requested, provide information about the effective investment of the transaction's proceeds. The Municipal Advisor can serve as your agent in obtaining investments



designed to match your need for funds. In either capacity, the Municipal Advisor will not act as an investment manager.

IV. Follow-Up Reporting and Analyses

Our relationship with you is an ongoing process, not just a single transaction. As Municipal Advisor we stay by your side after closing. We will:

- a. Provide a permanent laminated debt service schedule, a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.
- b. Create reports and analysis summarizing your transaction suitable to share, as you may choose, with others.
- c. Monitor current debt for the opportunity to save through a refinancing.
- d. Alert you of a drop-off in debt service allowing you to layer in new debt.
- e. Review financing proposals presented to you.
- f. Regularly provide updates on the economy.
- g. Always be available to consult with you concerning any questions that arise.

SCOPE OF SERVICES - CONTINUING DISCLOSURE

Phoenix Advisors, LLC (the "Disclosure Agent") will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under Rule 15c2-12 (the "Rule"), including the required filing of certain events requiring an event notice ("Event Notice(s)").

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success in assisting the Issuer to maintain compliance with its CDAs and requirements of the Rule.

I. Issuer's Responsibilities

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline in their CDAs.
- b. Notify the Disclosure Agent, within 10 calendar days, of the occurrence of any event requiring the filing of an Event Notice under the Rule or its CDAs of such event. The events requiring such notification are:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - vii. Modifications to rights of security holders, if material;



- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

II. Disclosure Agent's Services

a. Codify Issues That Are Subject to Continuing Disclosure

- i. Disclosure Agent when initially engaged will obtain and examine the Issuer's Official Statements relating to its outstanding bond issues to research the requirements found in the CDAs.
- ii. Review the Issuer's financial statements for information concerning debt and lease obligations and other relevant obligations.
- iii. Discuss with the Issuer its filing and or reporting obligations.

b. Security Set-up

- i. Enter into our proprietary database details of each outstanding bond issue and financial obligation with filing requirements.
- ii. All database functions will be applied to each outstanding bond issue and financial obligation with filing requirements.
- iii. An initial Required Filing Report will be provided to the Issuer to review and confirm for accuracy.
- iv. On an ongoing basis, enter into our database new issues and obligations of which we are made aware by the Issuer.

c. Monitor, React, and Meet Filing Deadlines

- i. Actively monitor the Issuers unique deadlines to ensure timely filing of required documents.



- ii. The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites.
 - iii. Our database will produce messages to alert the Issuer sufficiently in advance of approaching filing deadlines of documents required to satisfy filing obligations.
 - iv. The Disclosure Agent will follow up telephonically with the Issuer regarding missing documents.
- d. File Financial and Operating Data to Meet Your Obligations
 - i. File Operating Data in addition to filing Audited Financial information.
 - ii. The Disclosure Agent will work with the Issuer to assure that Operating Data filed meets the requirements of the Issuers CDAs.
 - iii. If this process requires collaboration with other of the Issuer's retained professionals any fees of those professionals are solely the responsibility of the Issuer.
- e. Confirm Filings to Client
 - i. MSRB provides submission confirmations for all disclosure filings made on EMMA. These are forwarded electronically to the Issuer.
 - ii. It is the responsibility of the Issuer to review for accuracy and completeness and retain copies of submission confirmations in its files.
 - iii. The Disclosure Agent records EMMA filings in its database.
- f. File Documents Uniformly, Accurately, and Promptly
 - i. The Disclosure Agent uses consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology of data.
 - ii. Filings are associated with the appropriate CUSIP numbers on EMMA.
 - iii. The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt.
- g. Coordinate and Submit Voluntary Information
 - i. The Disclosure Agent will in concert with the Issuer identify relevant documents not required to be filed under the Issuer's CDAs and file them as voluntary submissions on EMMA.
 - ii. These may include, among others: budgets, debt statements, and unaudited financials.
- h. Material Events and Timely Filing of Notices.
 - i. The Rule requires the Issuer to file on EMMA certain Event Notices on EMMA of events delineated in the Rule. It is the Issuer's responsibility to make the Disclosure Agent aware of the of any such event within ten (10) calendar days of the event.
 - ii. The occurrence of an event may not be apparent to the Disclosure Agent. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable event.



- i. Issuer Rating Changes
 - i. Rating changes are events which require notice to be filed on EMMA.
 - ii. Proactively, the Disclosure Agent s monitors rating agency news and web sites for rating changes that affect the Issuer and the appropriate Event Notices are filed on EMMA.
 - iii. Issuers are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Issuer to notify the Disclosure Agent when it is so notified by the rating agencies.
- j. Monitor Bond Insurer and Program Rating Changes
 - i. If a municipal bond carries bond insurance or is supported by a state program, e.g., a school bond enhancement program, a rating change applied to such insurer or program requires an Event Notice be filed for all bonds that are supported by that insurance or program.
 - ii. These types of rating changes are monitored by the Disclosure Agent to determine which, if any, of our clients' bonds are affected based on the original offering documents, and the appropriate Event Notices are filed. It is also incumbent upon the Issuer to notify the Disclosure Agent of such rating changes.
- k. Provide a Comprehensive Report of Filings
 - i. The Disclosure Agent prepares a continuing disclosure report ("CD Report") each year that shows every issue on which there is a continuing disclosure obligation, every required filing, and every Event Notice filed on the Issuer's behalf during the year.
 - ii. The CD Report recaps a five (5) year history of the Issuer's filings.
 - iii. The CD Report is separate from the filing confirmation sent to the Issuer when each filing is made by the Disclosure Agent on EMMA.
 - iv. The Issuer must carefully review said CD Report and relay to the Disclosure within ten (10) calendar days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the CD Report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Issuer, the CD Report is accepted by the Issuer as accurate and complete.
 - v. Prior to the publication of an offering document relating to municipal securities, the Disclosure Agent, if made aware of such offering, will prepare an interim CD Report, for the Issuer to review and acknowledge as complete and accurate.
 - vi. Such CD Report will provide the basis for certain disclosures in the offering document. The Disclosure Agent, bond counsel and other interested parties are entitled to rely on such acknowledgement.
 - vii. An accurate record relating to the 5-year timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 30-2021**

**TO CONFIRM THE REAPPOINTMENT OF ADAM RAYNOR AS A
SPECIAL LAW ENFORCEMENT OFFICER, CLASS II**

BE IT RESOLVED that the reappointment of Adam Raynor as Special Law Enforcement Officer, Class II, is hereby approved and ratified effective January 1, 2021, in accordance with NJSA 40A:14-146.14, et seq.

BE IT FURTHER RESOLVED, that Mr. Raynor's reappointment shall be subject to the following:

1. Salary shall be in accordance with the City of Northfield's salary resolution.
2. Not eligible for health benefits or vacation time.
3. Eligible for earned sick leave in accordance with the NJ paid sick leave law.
4. Policies and Procedures of the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 31-2021**

**TO CONFIRM THE REAPPOINTMENT OF JONATHAN SCULL AS A
SPECIAL LAW ENFORCEMENT OFFICER, CLASS II**

BE IT RESOLVED that the reappointment of Jonathan Scull as Special Law Enforcement Officer, Class II, is hereby approved and ratified effective January 1, 2021, in accordance with NJSA 40A:14-146.14, et seq.

BE IT FURTHER RESOLVED, that Mr. Scull's reappointment shall be subject to the following:

1. Not eligible for vacation time.
2. Eligible for earned sick leave in accordance with the NJ paid sick leave law.
3. As of his date of hire, Mr. Scull was eligible for immediate enrollment in the City's health benefit plan (NJ State Health Benefits) provided in accordance with the requirements of the Affordable Care Act, together with New Jersey Executive Order 172, and due to his full-time employment while in the Academy.
 - a. In the event health benefits are waived, he shall be entitled to a pro-rated portion of the opt-out payment as provided for pursuant to City's Policies and Procedures. Payment to be provided in the second pay of November, 2021. In the event he ceases employment prior to that date, a pro-rated payment shall still be made.
4. Upon successful completion of the full-time Academy and subsequent assignment to a schedule which averages less than 29 hours per week, he shall no longer be eligible for health benefits, or any opt-out payment, and the obligations of the City pursuant to the Affordable Care Act shall have been deemed satisfied by prior eligibility.
5. Policies and Procedures of the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 5th day of January, 2021.

Mary Canesi, RMC, Municipal Clerk