

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

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

FLAG SALUTE

COUNCIL ROLL CALL:

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

MAYOR: Chau

APPROVAL OF MINUTES June 25, 2024

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- | | |
|-----------------|---|
| 148-2024 | Authorization to Create Municipal Lien for Property Maintenance Costs |
| 149-2024 | Authorization to Create Municipal Lien for Property Maintenance Costs |
| 150-2024 | Award of Contract for the Project Known as Birch Grove Park Picnic Area Improvements for the City of Northfield |
| 151-2024 | Authorizing Disposition of Fixed Assets |
| 152-2024 | Authorizing Financial Advisory Services in Accordance with N.J.S.A. 40A:11-5 (1) as a Professional Service |
| 153-2024 | Authorizing the Tax Collector of the City of Northfield, County of Atlantic to Amend the Grace Period for 3rd Quarter Property Tax Payments |
| 154-2024 | Resolution of the Common Council of the City of Northfield, County of Atlantic, New Jersey, Authorizing Execution of Lease/Use Agreement |
| 155-2024 | Resolution of the Common Council of the City of Northfield, County of Atlantic, New Jersey, Authorizing Execution of LanguageLine Agreement for Language Translation Services |
| 156-2024 | To Approve An Application For Use Of Facilities |

CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JULY 16, 2024

ORDINANCES

- 7-2024** Amending Chapter 250 of the City of Northfield Code, Article II Birch Grove Park, Veterans Park and First Street Playground Regulations
Introduction / No Public Input / Published in the Press of AC 7/20/2024
2nd Reading / Public Hearing / Final Consideration 08/13/2024
- 8-2024** Amending Chapter 215 Governing Land Use Development and Chapter 275 of the City of Northfield Municipal Code, Entitled Rental Unit Registration
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 7/20/2024
- 9-2024** Amending Chapter 325 of the City of Northfield Code, Entitled Stormwater Management
Introduction / No Public Input / Published in the Press of AC 7/20/2024
2nd Reading / Public Hearing / Final Consideration 08/13/2024

PAYMENT OF BILLS \$ 4,540,857.80

MEETING NOTICES

City Council August 13th 6pm Work Session
 Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 148-2024**

**AUTHORIZATION TO CREATE MUNICIPAL LIEN FOR
PROPERTY MAINTENANCE COSTS**

WHEREAS, the City of Northfield Code Enforcement Officer has notified the owners of the property listed below of violations of the City of Northfield Property Maintenance Code:

Block	Lot	Property Address	Amount
22	15	413 W. Oakcrest Avenue	\$262.82

WHEREAS, pursuant to Article V of Chapter 268 of the City of Northfield Municipal Code entitled "Property Maintenance", notice of the violation and the need to abate it was served to the property owner as listed above; and

WHEREAS, the property owner listed above has failed to comply with said notice; and

WHEREAS, the Public Works Department of the City of Northfield was instructed to remedy the violation and submit the associated costs of bringing the property into compliance with Article V, chapter 268-27 of the City of Northfield Municipal Code concerning Property Maintenance; and

WHEREAS, the Superintendent of the Public Works Department of the City of Northfield submitted bills to the Tax Collector in the amounts listed above for the property.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the Tax Collector is directed to attach a lien on the property for the costs associated with bringing the property into compliance with the city's Property Maintenance Code.

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

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 149-2024**

AUTHORIZATION TO CREATE MUNICIPAL LIEN FOR PROPERTY MAINTENANCE COSTS

WHEREAS, the City of Northfield Code Enforcement Officer has notified the owners of the property listed below of violations of the City of Northfield Property Maintenance Code:

Block	Lot	Property Address	Amount
23	17	2401 New Road	\$467.45

WHEREAS, pursuant to Article V of Chapter 268 of the City of Northfield Municipal Code entitled “Property Maintenance”, notice of the violation and the need to abate it was served to the property owner as listed above; and

WHEREAS, the property owner listed above has failed to comply with said notice; and

WHEREAS, the Public Works Department of the City of Northfield was instructed to remedy the violation and submit the associated costs of bringing the property into compliance with Article V, chapter 268-27 of the City of Northfield Municipal Code concerning Property Maintenance; and

WHEREAS, the Superintendent of the Public Works Department of the City of Northfield submitted bills to the Tax Collector in the amounts listed above for the property.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the Tax Collector is directed to attach a lien on the property for the costs associated with bringing the property into compliance with the city's Property Maintenance Code.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield held this 16th day of month, 2024.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 150-2024**

**AWARD OF CONTRACT FOR THE PROJECT KNOWN AS
BIRCH GROVE PARK PICNIC AREA IMPROVEMENTS
FOR THE CITY OF NORTHFIELD**

WHEREAS, bid specifications were prepared and solicited by Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC for the project known as Birch Grove Park Picnic Area Improvements for the City of Northfield; and

WHEREAS, sealed bids were received and opened by the Deputy Municipal Clerk at 11:00am on June 28, 2024, from the following:

Bidder	Bid Amount
Think Pavers Hardscaping	\$ 112,425.00
Ricky Slade Construction, Inc.	\$ 129,822.50
Hackney Concrete, Inc.	\$ 134,537.50
Landberg Construction, LLC	\$ 136,358.00
Diamond Construction	\$ 143,140.00
Capela Construction, Inc.	\$ 148,400.00
West Bay Construction Inc.	\$ 148,815.00
Iaconelli Contracting	\$ 163,690.00
Command Co. Inc.	\$ 169,169.00

WHEREAS, after review of the proposals, Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC has recommended that the contract be awarded to Think Pavers Hardscaping, 125 Kings Highway, Mt. Royal, NJ 08061 in the amount of \$112,425.00.

THEREFORE BE IT RESOLVED that the Common Council of the City of Northfield accepts the bid in the amount of \$112,425.00 from Think Pavers Hardscaping, 125 Kings Highway, Mt. Royal, NJ 08061.

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

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

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 151-2024**

AUTHORIZING THE DISPOSITION OF FIXED ASSETS

WHEREAS, the City of Northfield awarded a contract to Priority Protection Services, LLC to replace the City's security system; and

WHEREAS, the existing equipment cannot be repurposed and the City of Northfield no longer has a need for the equipment and the age of the equipment has diminished its value; and

WHEREAS, Priority Protection Services, LLC has offered to take the equipment in on trade of the purchase of the new equipment; and

WHEREAS, the obsolete equipment has been identified as follows:

Asset ID 01335 Police/City Hall CCTV: (1) Hikvision 32 channel NVT and (24) Hikvision fixed cameras.

Asset ID 01514 Birch Grove Park CCTV: (1) Hikvision 32 channel hybrid DVR, (8) Hikvision fixed cameras, (2) Hikvision multi-view camera, (3) Ubiquiti wireless access point antennas.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield accepts the proposal of Priority Protection Systems, LLC to take the equipment in on trade in the amount of \$500.00. The Chief Financial Officer and Municipal Clerk/Business Administrator are authorized to release the equipment to Priority Protection Systems, LLC and to remove the items identified above from the City's fixed assets listing.

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

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 152-2024**

**AUTHORIZING FINANCIAL ADVISORY SERVICES IN ACCORDANCE
WITH N.J.S.A. 40A:11-5 (1) AS A PROFESSIONAL SERVICE**

WHEREAS, there exists the need for the City of Northfield to retain the professional services of a real estate financial advisor for the purpose of providing an expert opinion regarding a proposed inclusionary development; and

WHEREAS, the Common Council of the City of Northfield wishes to retain the expert professional services of Robert S. Powell, of Nassau Capital Advisors, LLC, 12 Vandeventer Avenue, P.O. Box 1475, Princeton, NJ 08542.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that Robert S. Powell, of Nassau Capital Advisors, LLC, 12 Vandeventer Avenue, P.O. Box 1475, Princeton, NJ 08542, is hereby retained to provide professional services in an amount not to exceed \$16,500.00.

BE IT FURTHER RESOLVED that certification of funds has been received from the Municipal Finance Officer, and that funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4.

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

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 153-2024**

**AUTHORIZING THE TAX COLLECTOR OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC TO AMEND THE GRACE
PERIOD FOR 3RD QUARTER PROPERTY TAX PAYMENTS**

WHEREAS, pursuant to R.S. 54:4-67, on January 2, 2024, the Common Council of the City of Northfield adopted Resolution No. 16-2024, establishing a maximum grace period for property tax payments of ten (10) days from the due date, after which said payments would be considered delinquent and subject to applicable interest charges; and

WHEREAS, due to unforeseen delays, the tax rate was not received in time to meet the statutory mailing and payment due dates for the third quarter tax bills, resulting in the need to amend the grace period for the third quarter of calendar year 2024.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, that the grace period for property tax payments, for the third quarter of calendar year 2024, shall be extended to twenty-five (25) days from the date of certified mailing, in accordance with statutory requirements pursuant to N.J.S.A. 54:4-66.3d.

BE IT FURTHER RESOLVED that the maximum grace period of ten (10) days for the fourth quarter of 2024, as authorized pursuant to Resolution of Council No. 16-2024, shall remain unchanged.

BE IT FURTHER RESOLVED that interest on any payments received after the duly authorized grace periods shall be charged in accordance with the provisions set forth in Resolution of Council No.16-2024.

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

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 154-2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY, AUTHORIZING
EXECUTION OF LEASE/USE AGREEMENT**

WHEREAS, the City of Northfield is desirous of executing the attached LEASE/USE AGREEMENT between the City of Northfield and AtlantiCare Emergency Medical Services for AtlantiCare's Lease/Use of Lease Premises as defined in the LEASE/USE AGREEMENT attached as Exhibit "A";

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, that the Mayor is hereby authorized and directed to execute the LEASE/USE AGREEMENT attached as Exhibit "A" on behalf of the City of Northfield.

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

Mary Canesi, RMC, Municipal Clerk

LEASE / USE AGREEMENT

THIS LEASE/USE AGREEMENT is made on the 16th day of July , 2024 between the **City of Northfield**, a municipal corporation of the State of New Jersey, having an address at 1600 Shore Rd, Northfield NJ 08225, hereinafter designated as Landlord, and **Atlanticare Emergency Medical Services**, a New Jersey non-profit corporation, having an address at 6685 Washington Avenue, Egg Harbor Township, New Jersey 08234, hereinafter designated as Tenant.

WITNESSETH that the Landlord, does hereby lease to the Tenant, in accordance with the provisions of NJSA 40A:12-14, a portion of the Landlord's real property located at 1600 Shore Rd, Northfield NJ 08225. The portion of Landlord's property for use by Atlanticare Emergency Medical Services., includes and is strictly limited to:

1. **two (2) designated uncovered ambulance parking spots in municipal parking lot;**
2. **one unfurnished office / crew room located in the basement of City Hall as designated by the City including shared bathrooms**

Item Nos. 1 and 2 are hereinafter collectively referred to as the "Leased Premises".

The term of this agreement shall commence on July 16, 2024 and end on June 11, 2027 upon the following conditions and covenants:

1. **PAYMENT of RENT:** The rent shall be One Dollar (\$1.00) for the term of this lease. However, in the event that Tenant parks/stages/houses/uses an ambulance (the number of which shall be limited to 2 in the aforesaid designated uncovered ambulance parking spots), on Landlord's property, to service in whole or in part: (i) Cities other than Linwood or Northfield, (other than for mutual aid); or (ii) to service clients, other than City residents, for medical transport, then Tenant shall immediately be responsible for payment of monthly rent in the amount of \$500.00 to Landlord. This monthly rent shall continue to be due and payable as long as the ambulance for non-Linwood and non-Northfield use is housed on Landlord's property on a full-time or part-time basis.

2. **RENEWAL:** This Lease Agreement shall not automatically renew. Either party may terminate this lease at any time upon 30 days' written notice to the other party.

3. **SECURITY DEPOSIT:** The tenant shall not be required to deposit a security deposit.

4. **USE OF THE RENTAL PREMISES:** Unless as otherwise set forth herein, the tenant covenants and agrees that the parking spaces shall only be used for the purpose of parking/staging an ambulance or ambulances to serve the Cities of Linwood and Northfield or for mutual aid to other municipalities. Tenant shall not use the building or any portion for any other purpose. Tenant shall be provided by the City with the combination of the push button lock to allow the Tenant any and all needed access to the Leased Premises.

5. **REPAIRS AND CARE:** Tenant agrees to maintain the Leased Premises to include but not be limited to cleaning of all rooms, bathrooms, and parking spots. Landlord shall be responsible for the

upkeep of the grounds and snow removal as required. Tenant shall be responsible for providing its own furniture, appliances, and any communications and/or computer equipment. Tenant shall be responsible for minor repairs such as painting and other minor repairs for the Leased Premises. Landlord shall be responsible for maintaining the plumbing, heating, roofing, and electrical systems of the Leased Premises.

6. COMPLIANCE WITH LAWS. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Federal, State and Municipal Government or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises during the term hereof.

7. ASSIGNMENT OR SUB-LEASE. The Tenant shall not sub-lease, assign, mortgage or hypothecate this lease.

8. ALTERATIONS. No improvements, additions or alterations shall be made to or on the Leased Premises without prior written approval of Landlord.

9. UTILITIES/SERVICE. Tenant shall be responsible for payment of internet services and installing all appropriate equipment for internet services. Tenant acknowledges that the Leased Premises: (i) is equipped with heat only; and (ii) is not equipped with air conditioning. Tenant further acknowledges that any supplemental temperature control devices (portable temperature/conditioning devices) shall not be used unless and until same are approved in writing by the Landlord prior to usage by Tenant. Tenant shall be responsible for providing telephones and payment of all monthly fees for telephone service; installing and maintaining shorelines; installing and any fees associated with communication equipment.

10. FIRE and OTHER CASUALTY. In the event the building is destroyed or partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable. However, it shall be the sole option of the Landlord as to whether to repair or not. Should Landlord elect not to repair the building this lease shall terminate immediately upon notice to the Tenant by Landlord.

11. INSURANCE. Landlord shall carry fire insurance and general liability insurance. The Landlord shall procure and maintain in force during the term of this lease and any extension at the Landlord's expense all applicable insurance as determined to be necessary in the sole discretion of the Landlord.

Notwithstanding the indemnification and defense obligations of the Tenant, Tenant shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Tenant's use of the Leased Premises, whether it is to be used by the Tenant, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the Tenant or by anyone for whose acts any of them may be liable. Tenant shall be required to

name the City of Northfield as an "Additional Insured" on the Tenant's policy of commercial general liability insurance, and simultaneously with the delivery of this executed Lease/Use Agreement, Tenant shall provide the Landlord with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the City of Northfield has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Tenant shall be required to provide the Landlord with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of Northfield as an "Additional Insured" for the duration of this agreement. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

12. NON-WAIVER BY LANDLORD. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

13. VALIDITY OF LEASE. The terms, conditions, covenants, and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

14. NOTICES. All notices required under the terms of this lease shall be complete by mailing such notices certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

15. TITLE AND QUIET ENJOYMENT. The Landlord covenants and represents that the Landlord is the owner of the Leased Premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term aforementioned, subject to the Landlords right to use the Leased Premises for its own use in the Landlord's discretion.

16. ENTIRE CONTRACT. This lease contains the entire understanding between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the term hereof. No additions, changes or modifications, renewals, or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and Tenant.

17. INTERPRETATIONS IN ACCORDANCE WITH LAWS AND REGULATIONS. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the provisions of the applicable statutes or regulations were set forth herein at length.

18. BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS OF PARTIES. In all references herein to any parties, persons, entities or corporations the use of any gender of the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors, and assigns.

19. ANNUAL REPORT TO LANDLORD. Tenant agrees, as required by New Jersey Law, to submit a report to the Landlord each year of the lease during the month of January stating use of the building and property during the prior year; stating any activities conducted by the tenant for the public purpose of this lease and the approximate value or cost of the activities furthering the public purpose of the lease and submission of annual proof of the Tenant's tax exempt status.

20. DESIGNATION OF OFFICER OR EMPLOYEE OF TENANT. The Tenant agrees to designate an officer or employee of the Tenant who shall have responsibility for enforcement of the conditions of this Lease Agreement. The name, mailing address, telephone number and e-mail address of said officer or employee shall be provided to Landlord each January of the lease term.

21. INDEMNIFICATION/HOLD HARMLESS. Tenant agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities, including reasonable attorney fees and expenses incurred in the defense thereof, relating to any personal injury or property damage claim arising from the use of the Leased Premises by the Tenant. Tenant shall immediately notify Landlord of any claims or potential claims once made known to the Tenant.

ATTEST:

City of Northfield

Mary Canesi, RMC, Municipal Clerk

Erland Chau, MAYOR

Atlanticare Emergency Medical Services
New Jersey Non-Profit Corporation

By _____

Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the Tenant, the Tenant shall provide at its own cost and expense proof of the following insurance to the "City of Northfield":

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.

Worker's Compensation coverage - \$1,000,000 each accident /\$1,000,000 Disease – policy limit/
\$1,000,000 Disease – Each Employee

Employment Practice Liability coverage - \$1,000,000 per occurrence with third party coverage included

Auto Liability coverage - \$1,000,000 per occurrence

Umbrella of Excess Liability coverage – \$2,000,000 per occurrence

City of Northfield shall be named as an "Additional Insured".

Failure by the Tenant to supply such written evidence of required insurance and to maintain same for the duration of this Lease/Use Agreement shall result in default of same and Tenant shall be prohibited from using the Lease Premises.

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the City of Northfield. The Tenant shall take no action to cancel or materially change any of the insurance required under this Lease/Use Agreement without the City of Northfield's prior approval. The maintenance of insurance under this section shall not relieve the Tenant of any liability greater than the limits or scope of the applicable insurance coverage.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 155-2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY,
AUTHORIZING EXECUTION OF LANGUAGE LINE AGREEMENT FOR
LANGUAGE TRANSLATION SERVICES**

WHEREAS, the City of Northfield is desirous of executing the LANGUAGE LINE MASTER SERVICE AGREEMENT between the City of Northfield and Language Line Services, Inc. attached as Exhibit "A" for language translation services.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, that the Mayor is hereby authorized and directed to execute the LANGUAGE LINE MASTER SERVICE AGREEMENT attached as Exhibit "A" on behalf of the City of Northfield.

I, MARY CANESI, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 16th day of July 2024.

Mary Canesi, RMC, Municipal Clerk

Master Service Agreement

Customer Name ("Customer"): City of Northfield

Client # (if applicable)

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation 240+ languages 24/7/365, in seconds Via phone, video and mobile Click for On Demand Interpreting Services	LanguageLine InSight Video Interpreting® LanguageLine Phone SM Interpreting LanguageLine Mobile SM LanguageLine Direct Response Telehealth and Virtual Meetings
Face-to-face interpretation 130+ languages via onsite or video Click for Onsite Interpreting Services	Onsite Interpreting Virtual Onsite Interpreting
Translation and Localization 380+ languages Via human, machine translation, automation and other technologies Click for Translation Services	Translation Localization Transcription Clarity®
Testing and Training 57 languages Click for Testing & Training	Testing Training

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within forty five (45) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within forty five (45) days of the invoice issue date. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

Master Service Agreement

- 4. CONFIDENTIALITY AND PRIVACY.** Unless required by law, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain or that is required to be disclosed by law. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
 - 5. LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
 - 6. RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges. LanguageLine Personnel shall not be considered Customer's employees.
 - 7. LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
 - 8. INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement
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Master Service Agreement

("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance naming the "City of Northfield" as an additional insured will be supplied to Customer upon execution of this Agreement.

9. PUBLICITY. INTENTIONALLY DELETED.

10. ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party.

11. ACQUISITION OR MERGER OF CUSTOMER. If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.

12. TERMINATION. Either Party may terminate this Agreement (a) on thirty (30) days' notice for any reason, or (b)(i) on ten (10) days' written notice of breach if the other Party has not cured the breach in ten (10) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in ten (10) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within forty five (45) days of its receipt of the final invoice (the "45-day period"). Any disputed charges must be identified by Customer within the 45-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 45-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

13. ADDITIONAL TERMS.

- (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
 - (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
 - (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
 - (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by New Jersey law relating to contracts made in the State of New Jersey and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
 - (e) **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
 - (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
 - (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
 - (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
 - (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@language.com with a copy to Contracts@language.com, and (b) to Customer c/o Mary Canesi, RMC at 1600 Shore Road, Northfield, New Jersey 08225. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any
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Master Service Agreement

notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.

- (j) **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 14. ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name: Erland V.L. Chau	Name: Bonaventura A. Cavaliere
Title: Mayor	Title: CFO

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 156-2024**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Sean Sutley has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Field for youth travel baseball as follows:

July 27, 2024 – November 2, 2024 (Saturdays and Sundays only)
From 10am – 2pm

WHEREAS, Mr. Sean Sutley has presented this request on behalf of SJ Sand Sharks 14/15U travel baseball; and

WHEREAS, said approval does not require the use of lights.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Sean Sutley, subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

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

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion of the City of Northfield.

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

Mary Canesi, RMC, Municipal Clerk



CITY OF NORTHFIELD

Application for Use of Facilities

(Other than Use of Birch Grove Park Center)

Name and Address of Organization: 14/15 SJ SAND SHARKS baseball organization

Tell Us Who You Are / Description and Purpose of Organization: Sean Sutley Northfield resident
14/15 Northfield Little League Manager of 14/15 SJ SAND SHARKS baseball
organization for Northfield / Mainland HS kids. 10 of 12 kid Northfield residents

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No 10 of 12 going to
 Do Participants Pay a Fee for Your Sport / Event? ☒ Yes ☐ No Mainland HS
 If Yes, How Much? \$ 500 per: ☐ Person ☐ Day ☒ Season ☐ (other)

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

Home Address: 605 Herzel Ave Northfield NJ 08225

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

Name and Location of Facility(ies) Being Requested: 1675 Burton Ave Babe Ruth Field

For the Following Purpose: Practice / Games Baseball

on the Following Date(s): Sat/Sun July 27th to Nov 2nd

Specify Hours of Use: From: 1000 To: 2000 Are Field Lights Requested? ☒ Yes ☐ No

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

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

of Participants per Date: 12 # of Participants who are Northfield Residents: 10

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? 14/15

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☐ Yes ☒ No

If Yes, Name of Municipality/ies: N/A

Date/s and Disposition of Request/s: _____

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IS FOR ANY ATHLETIC FIELD, s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: [Signature] DATE: 7/9/24
 Signature

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

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

ENGINEER'S REPORT

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

Engineer's Report

To: Mayor & Council
City of Northfield

From: Marc DeBlasio, P.E., P.P., C.M.E.
City Engineer

Cc: Mary Canesi, Clerk (via email)
Dawn Stollenwerk, CFO (via email)
Qwin Vitale, Superintendent of Public Works (via email)
Nancy Mauro, P.E. (via email)

Date: July 16, 2024

Grant Applications

1. FY2024 NJDCA Local Recreation Improvement Grant (LRIG)
 - The New Jersey Department of Community Affairs has announced that they are accepting LRIG applications and the submission deadline is February 27, 2024. The LRIG application was submitted on February 23, 2024.
 - Grant awards were announced on May 31, 2024. The City was awarded \$63,000.00.
2. USDA Water and Waste Disposal-Predevelopment Planning Grant (PPG)
 - The requested financial information from the City has been submitted to the USDA and is currently under review. Our office contacted the USDA on March 18, 2024 asking for a status update and resubmitted the financial information.
 - Our office contacted the USDA again on April 16, 2024. USDA responded on May 2, 2024 that since Northfield did not have a Utility Account, they had to consult the national USDA office for Guidance. Guidance was received and recommendations should be given in the upcoming week or two. USDA requested an update to the PPG regarding the schedule, which was submitted on May 29, 2024.

3. New Jersey Department of Transportation Local Projects Fund (NJDOT LTPF)
 - The City has selected the reconstruction of Forrest Drive from Juniper Drive to Mill Road for FY2024 of the Local Transportation Project Fund.
 - The proposal and resolution were submitted on June 12, 2024 for approval at the June 25, 2024 meeting.
 - The application was submitted to the System for Administering Grants Electronically (SAGE) on June 26, 2024.
4. New Jersey Department of Transportation Municipal Aid
 - The NJDOT has announced that the State is accepting grant applications for roadway, bikeway and pedestrian improvements.
 - The grant application deadline is July 1, 2024.
 - The City has selected the reconstruction of Juniper Drive from Cedarbridge Road to Mill Road as its project for FY2025 Municipal Aid.
 - The proposal and resolution were submitted on June 12, 2024 for approval at the June 25, 2024 meeting.
 - The application was submitted to the System for Administering Grants Electronically (SAGE) on June 25, 2024.

Engineering

1. Street Excavation and Sidewalk Ordinance
 - Our office was asked to review and revise the street excavation and sidewalk ordinance. We have been coordinating with the City to update this ordinance.
 - Our office sent draft ordinance to the City on May 21, 2024.
2. Stormwater Management Plan
 - DeBlasio and Associates was asked by Qwin Vitale to review and update the City's Stormwater Management Plan.
 - A proposal was sent out to the City on June 5, 2024 for discussion and was approved at the June 11, 2024 Council Meeting.
 - The Stormwater Management Plan is approximately 50% complete and will be sent to the City by July 12, 2024. The Stormwater Management Plan will be finalized once the ordinance is adopted.
3. Slipline Repairs Zion and Mill Roads, Zion and Davis Roads
 - The project is currently in design and is scheduled for public bidding in July 2024.
 - The project was submitted to the Atlantic County Engineering department for review. The County is requiring the majority of the work to be conducted during the night.
 - Our office received input from the City's Public Works Department. We adjusted the bid documents accordingly and are waiting for City approval to set a bid schedule.

4. Emergency Stormwater Repair Cedar Bridge Road

- On July 3, 2024, Qwin Vitale notified our office of a sinkhole on Cedar Bridge Road caused by the collapse of the 12" stormwater corrugated metal pipe (c.m.p.). Nancy Mauro met with Qwin and Greg DeWees that afternoon. The City's emergency contractor, Mathis was onsite filling the sinkhole while City DPW secured traffic safety.
- An onsite meeting was held on July 5, 2024 with Greg DeWees, Qwin Vitale, Nancy Mauro and Mathis to discuss scope of repair work. A total of 310' of 12" c.m.p. and 30' of 15" c.m.p will be replaced with high density polyethylene pipe (HDPE). Stormwater grate and curb gutter will be replaced. There is concern of unknowns that will be discovered during excavation, including location of utilities and tree root intrusion. Mathis submitted a cost estimate on July 8, 2024 and work is scheduled to begin July 9, 2024.