

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
DECEMBER 12, 2017**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

Lischin, Murray, O'Neill, Perri, Piergiovanni, Travagline, Dewees

7PM MAYOR'S ANNUAL HOLIDAY LIGHT CONTEST WINNERS

APPROVAL OF MINUTES – November 28, 2017

COMMITTEE REPORTS

Councilman Perri - Sewer Inter Local, Planning Board, Senior Citizens, Shared Services

Councilman O'Neill - Court/Violations, Library

Councilman Piergiovanni – Insurance and Safety, Chamber of Commerce, Municipal Alliance, Northfield School

Councilman Murray - Finance/Collections, Mainland Regional, Economic Development, Traffic Safety

Councilman Lischin – Fire Department/EMS, Inspections, Code Enforcement, Housing/Zoning, Technology/MRHS Channel 2, Cultural Committee, Green Team, Sign Sub Committee

Councilman Travagline – FAN, Sign Sub Committee, Shared Services, Green Team Advisory

Council President Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering, Little League/Babe Ruth, Sign Sub Committee, Traffic Safety

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
DECEMBER 12, 2017**

RESOLUTIONS

- 218-2017** Authorizing Refund of Overpayment of Taxes
- 219-2017** Approval of Specifications and Authorization to Proceed with Public Bidding for Reconstruction of Cresson Avenue, FY2017 NJDOT Municipal Aid Program
- 220-2017** Authorizing the Submission of All Applications and other Required Documents for Financing Under the New Jersey Environmental Infrastructure Trust Financing Program for Various Sanitary Sewer Projects in and by the City Of Northfield, County of Atlantic, State of New Jersey
- 221-2017** Award of a One-Year Contract to Trinity Code Inspections, LLC, to Perform Private On-Site Plumbing Sub-Code Inspections
- 222-2017** Authorizing an Amended Agreement for Shared Municipal Court for the Municipalities of the City of Northfield and the City of Linwood
- 223-2017** To Approve an Application for Use of Facilities – Jersey Shore Baseball (Rosenfeld)

ORDINANCES

- 17-2017** An Ordinance Repealing City of Northfield Ordinance 15-2017 Implementing the City's Affordable Housing Development Fee Ordinance
2nd Reading / Public Hearing / Final Consideration
Published in the Press of Atlantic City December 16, 2017

PAYMENT OF BILLS \$ 1,720,628.92 **FINAL, revised 12/11/2017**

MEETING NOTICES

City Council January 2, 2017 7pm Reorganization Meeting

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 218-2017**

AUTHORIZING REFUND OF OVERPAYMENT OF TAXES

BE IT RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that refunds for overpaid taxes pursuant to the following are hereby authorized:

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Corelogic Real Estate Tax Service 3001 Hackberry Road Irving, TX 75063	114	28	312 JACKSON AVENUE	\$1,799.13
				\$1,799.13
REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Wells Fargo Real Estate Tax Attn: Financial Support Unit Region #1 1 Home Campus Mac X 2302-040 Des Moines, IA 50328-0001	158	17.18	19 E.RIDGEWOOD COURT	\$1,618.50
				\$1,618.50

BE IT FURTHER RESOLVED, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 12th day of December, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 219-2017**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR RECONSTRUCTION OF
CRESSON AVENUE, FY2017 NJDOT MUNICIPAL AID PROGRAM**

WHEREAS, on June 27, 2017, the Common Council did adopt Resolution No. 141-2017, authorizing the city engineer to prepare the bid specifications for the project known as Reconstruction of Cresson Avenue, FY2017 NJDOT Municipal Aid program, and funds are available for this purpose; and

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 12th day of December, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 220-2017**

**AUTHORIZING THE SUBMISSION OF ALL APPLICATIONS AND OTHER
REQUIRED DOCUMENTS FOR FINANCING UNDER THE NEW JERSEY
ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM
FOR VARIOUS SANITARY SEWER PROJECTS IN AND BY THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY**

WHEREAS, the City of Northfield, in the County of Atlantic, State of New Jersey (the “City”), intends to file applications with the New Jersey Department of Environmental Protection (“DEP”) and the New Jersey Environmental Infrastructure Trust (the “Trust”) for the financing of a clean water project involving the upgrading and improvement of two (2) sanitary sewer pumping stations, an asset management plan, and the upgrade of existing sanitary sewer pipes, and equipment to maintain the sanitary sewer system (the “Sewer Projects”) under the New Jersey Environmental Infrastructure Trust Financing Program (the “NJEIF Program”); and

WHEREAS, the Common Council of the City of Northfield believes that it is in the best interest of the City to file the applications with DEP and the Trust for the financing of the Sewer Projects.

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

Section 1. That Erland Chau, Mayor, Dawn Stollenwerk, Chief Financial Officer of the City, and Mary Canesi, Municipal Clerk are each hereby authorized to act as the Authorized Representative to represent the City of Northfield in all matters relating to the Sewer Projects undertaken pursuant to the above referenced NJEIF Program to be executed with the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. The Authorized Representatives may be contacted at the City of Northfield, 1600 Shore Road, Northfield, New Jersey 08225, Phone No. 609-641-2832, extension 123.

Section 2. The City hereby authorizes the Authorized Representatives to file all applications as may be required for loans under the NJEIF Program and to execute and deliver all applications, documents, bonds, instruments, or closing certificates as may be required in connection with such loan program.

Section 3. This Resolution shall take effect immediately.

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 12th day of December, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 221-2017**

**AWARD OF A ONE-YEAR CONTRACT TO TRINITY CODE
INSPECTIONS, LLC, TO PERFORM PRIVATE ON-SITE PLUMBING
SUB-CODE INSPECTIONS**

WHEREAS, there is a need in the City of Northfield for plumbing sub-code inspection services; and

WHEREAS, funds are available for this purpose; and

WHEREAS, in accordance with N.J.A.C. 5:23-4.12, qualified private on-site inspection and plan review agencies are authorized to perform such services for municipalities; and

WHEREAS, one proposal was received, from Trinity Code Inspections, LLC, for 100% of the New Jersey state permit fees set forth in Subchapter 4 of N.J.A.C. 5:23, The Uniform Construction Code; and

WHEREAS, the Common Council of the City of Northfield wishes to appoint Trinity Code Inspections, LLC, for the period beginning December 20, 2017 through December 31, 2018; and

WHEREAS, the terms of the award are in accordance with the agreement and proposal incorporated herein as Exhibit A, and the estimated value of the one-year contract is approximately \$17,000.00, based on volume of permits and inspections and in accordance with our Uniform Construction Code fee ordinance; and

WHEREAS, 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 01-22-195; and the total dollar amount of the contract is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, that Trinity Code Inspections be and hereby is appointed to perform private on-site plumbing inspections and plan review for the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 12th day of December, 2017.

Mary Canesi, RMC, Municipal Clerk

Resolution no. 221-2017
Exhibit A

TRINITY CODE INSPECTIONS, LLC
735 SHUNPIKE ROAD
CAPE MAY, NJ 08204

(609) 780-6864
FAX (609) 884-8479

October 5, 2017

Mary Canesi, Municipal Clerk
City of Northfield
Northfield, New Jersey

Re: Plumbing Subcode Official

Dear Ms. Canesi:

I appreciate you contacting me about providing Plumbing Subcode Plan Review and Inspections for the City of Northfield. Based on the current inspection schedule of having plan review and inspections on Tuesday and Thursday, I would offer you this proposal to perform these duties.

The fee to perform Plumbing plan review, and all subsequent inspections for those permits issued after entering into a contract with Trinity Code Inspections, LLC, shall be 100% of the New Jersey state permit fees set forth in Subchapter 4 of N.J.A.C. 5:28, The Uniform Construction Code.

All inspections performed on permits issued prior to entering into a contract with Trinity Code Inspections, LLC will be \$25.00 per inspection.

If the City of Northfield would need plan review and inspections on a temporary basis, the fee would be \$25.00 per inspection and \$25.00 per plan review.

Any contracts would have the ability to be cancelled by either party within 30 days of written notice being submitted.

If you have any further question, please feel free to contact me at (609) 780-6864

Sincerely,

Jay Dilworth, CFM MCP
Managing Member

Cc: File

RESOLUTION NO 221-2017 EXHIBIT A

AGREEMENT BETWEEN THE CITY OF NORTHFIELD AND TRINITY
CODE INSPECTIONS, LLC FOR THE TEMPORARY PROVISION OF
PRIVATE ON-SITE PLUMBING SUB-CODE INSPECTIONS

THIS AGREEMENT is entered the latter of the dates on the signature page by and between

THE CITY OF NORTHFIELD, a Municipal Corporation of the State of New Jersey, with offices located at 1600 Shore Road, Northfield, New Jersey 08225; (referred to as "City of Northfield"); and

TRINITY CODE INSPECTIONS, LLC, 735 Shunpike Road, Cape May, NJ 08204 (referred to as "Trinity"); and

WITNESSETH, that the City of Northfield and Trinity agree as follows:

ARTICLE I: AUTHORITY

There is a need in the City of Northfield for plumbing sub-code inspection services. In accordance with N.J.A.C. 5:23-4.12, private on-site inspection and plan review agencies are authorized to perform such services for municipalities.

ARTICLE II: SCOPE OF SERVICES

A. Performance of plumbing plan review and all subsequent inspections for those permits issued after entering into this Agreement in accordance with Exhibit "A".

B. Performance of all inspections for all open permits issued prior to entering into this Agreement in accordance with Exhibit "A".

C. Miscellaneous plan review and inspections as required by the City of Northfield in accordance with Exhibit "A".

ARTICLE III: ACTIVITIES

Services To Be Performed.

A. Performance of plumbing plan review and all subsequent inspections for those permits issued after entering into this Agreement in accordance with Exhibit "A".

B. Performance of all inspections for all open permits issued prior to entering into this Agreement in accordance with Exhibit "A".

C. Miscellaneous plan review and inspections as required by the City of Northfield in accordance with Exhibit "A".

Maintenance of Records.

Trinity shall maintain documented records of activity on forms approved by the applicable agency(ies) with appropriate jurisdiction/authority, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service. All forms will be submitted to the City of Northfield's designee and the New Jersey Department of Community Affairs, if applicable.

All files, records and support documentation shall be maintained on file in the City of Northfield. Trinity shall be afforded immediate access to all active files, records and support documentation shall be maintained on file in the City of Northfield.

ARTICLE IV: ENFORCEMENT

A. Investigations and Inspections.

Trinity shall conduct a plan reviews, investigations and inspections and inform the City of Northfield's designee regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code.

B. Coordination with Municipal Attorneys.

Trinity shall provide the City of Northfield with evidence of violations and assist the appropriate municipal attorney(s) and or the municipal prosecutor(s) in obtaining compliance and enforcing compliance with the law.

C. Violations.

To the extent authorized by law, Trinity, by and through the Construction Official if necessary, shall have the power to issue notices and summonses for violations on behalf of the City of Northfield.

ARTICLE V: FEES AND COMPENSATION

Establishment of Fees. The fees payable to Trinity or services rendered under this Agreement from the City of Northfield shall be in accordance with Exhibit "A".

ARTICLE VI: INDEMNIFICATION, INSURANCE AND LITIGATION

A. Indemnification.

Trinity shall indemnify, save harmless and defend the City of Northfield, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City of Northfield, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of this Agreement, including all suits or actions of every kind or description brought against the City of Northfield, either individually or jointly with Trinity for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by Trinity, or through any negligence or alleged negligence in safeguarding members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of Trinity, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with Trinity.

B. Insurance.

Notwithstanding the indemnification and defense obligations of Trinity, Trinity shall purchase and maintain such insurance described in the attached Exhibit "B" 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 Trinity's obligations and services provided under this Agreement, caused by Trinity, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with Trinity or by anyone for whose acts any of them may be liable.

Trinity shall be required to name the City of Northfield as an "Additional Insured" on its policy of commercial general liability insurance, and simultaneously with the delivery of this executed Agreement, Trinity shall provide the City of Northfield with a Certificate of Insurance indicating that the insurance coverage as described in the attached Exhibit "B", 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, Trinity shall be required to provide the City of Northfield 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 provided herein and the limits of liability for the insurance shall provide coverage for not less than the amounts listed or greater where required by law.

- A. Commercial General Liability \$ 1,000,000
- B. Automobile Liability \$ 500,000
- C. Workers Compensation - Statutory

D. Professional Liability (E & O, Malpractice) \$ 500,000

ARTICLE VII: DURATION OF CONTRACT, TERMINATION,
AMENDMENT AND INTERPRETATION

A. Duration.

Duration of this Agreement shall be from December 20, 2017 through December 31, 2018, unless otherwise extended with written consent of the parties.

B. Termination.

Either party may terminate participation in this Agreement by providing sixty (60) days advance written notice to the other party. Notice of termination shall be served on the other party via certified mail, return receipt requested, to the other party. This Agreement may further be terminated at any time upon mutual agreement of the parties in writing.

C. Amendment.

The Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

ATTEST:

TRINITY CODE INSPECTIONS, LLC

Dated: _____

ATTEST:

MARY CANESI
RMC, MUNICIPAL CLERK

ERLAND CHAU
MAYOR

Dated: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 222-2017**

**A RESOLUTION AUTHORIZING AN AMENDED AGREEMENT FOR
SHARED MUNICIPAL COURT FOR THE MUNICIPALITIES OF THE
CITY OF NORTHFIELD AND THE CITY OF LINWOOD**

WHEREAS, N.J.S.A. 2B:12-1c provides in part that two or more municipalities may enter into an agreement for shared municipal court services; and

WHEREAS, the City of Northfield and the City of Linwood have negotiated and agreed upon the terms and conditions of such an amended agreement; and

WHEREAS, a written amended agreement, specifying those terms and conditions, has been prepared by the City Solicitor, which agreement is entitled "Amended Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield"; and

WHEREAS, the City Council of the City of Northfield is desirous of ratifying this amended agreement and authorizing its execution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the amended agreement entitled "Amended Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield" be and hereby is ratified;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Amended Agreement with the City of Linwood for the shared municipal court services.

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 Northfield City Council, held this 12th day of December, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of December, 2017.

Mary Canesi, RMC, Municipal Clerk

Erland Chau, Mayor

**AMENDED AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE MUNICIPALITIES OF
THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD**

THIS AGREEMENT is made this ____ day of _____, 2017

BY AND BETWEEN the CITY OF LINWOOD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the CITY OF NORTHFIELD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WHEREAS, N.J.S.A. 2B:12-1c provides in part:

Two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to the authority granted by N.J.S.A. 2B:12-1c, Linwood and Northfield desire to enter into an agreement creating a shared Municipal Court;

NOW, THEREFORE, Linwood and Northfield agree as follows:

1. Establishment of A Shared Municipal Court. Linwood and Northfield agree to the establishment and administration of a Shared Municipal Court to serve those two Municipalities pursuant to N.J.S.A. 2B:12-1c et. seq.
2. Name. The City of Linwood's Municipal Court shall be known as the "Linwood Municipal Court". The City of Northfield's Municipal Court shall be known as the "Northfield Municipal Court".
3. Seal. The Municipal Court of the City of Linwood and the Municipal Court of the City of Northfield (hereinafter collectively the "Courts") shall continue to use their respective seals bearing the name of each Court.
4. Jurisdiction, Practice and Procedure. The Courts will have such jurisdiction as is now, or will hereafter, be conferred upon it by the laws and of the State of New Jersey and the practice and procedure of the Court shall be governed by the laws in such case made and provided in such Rules as the New Jersey Supreme Court will promulgate and make applicable to the Court.
5. Municipal Court Judge:

- A. There shall be a shared Municipal Court Judge appointed as provided by N.J.S.A. 2B:12-4 in the case of a Shared Municipal Court. The Municipal Court Judge, who shall be appointed by each Municipality, shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified. The choice for appointment shall alternate between the Linwood Mayor and the Northfield Mayor for each term, with the Linwood Mayor having selected the candidate for the first appointment in 2009.
- B. The Municipal Court Judge shall have and possess the qualifications as established by N.J.S.A. 2B:12-7 and by the New Jersey Supreme Court and shall have, possess and exercise all the functions, duties, power and jurisdiction conferred by law or ordinance. Whenever the Municipal Court Judge is unable to sit as such, any Judge designated by the Superior Court of New Jersey Vicinage I (Atlantic-Cape May Counties) Assignment Judge may sit for him/her temporarily and hold the Municipal Court. Any such designee, while sitting temporarily, shall possess all of the powers of the Municipal Court Judge.
- C. The Municipal Court Judge faithfully shall carry out all of the duties and responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the New Jersey Supreme Court, by the Administrative Office of the Courts and by the laws of the State of New Jersey.
- D. The salary for the Judge shall be under the salary ordinance of the City of Northfield for the duration of each term and the Judge shall be an employee of that Municipality for the duration of each term.

6. Management; Budget:

- A. The City of Northfield shall have general management authority of Municipal Court employees and shall have the sole discretion to deal with day to day personnel issues and these employees shall be employed by and paid under the salary ordinance of the City of Northfield. However, the Municipalities shall confer and reach agreement on significant personnel issues that directly impact both Municipalities including, but not limited to hiring, termination and salary, with the exception of the salaries of the Court Administrator and Deputy Court Administrator, whose salaries are determined by the collective bargaining contracts voted upon only by the City of Northfield, insofar as they impact and relate to the Shared Courts.

In consideration for the City of Northfield employing and paying salaries to the Municipal Court Judge, the Court Administrator, the Court Deputy Clerk, the Prosecutor and the Public Defender, as well as

incurring and paying other related costs to maintain its Court facilities for use by both Municipalities, the City of Linwood shall pay the following annual fees to the City of Northfield on an annual basis:

2018 Annual Fee: \$131,045 (2.5% increase over 2017)

2019 Annual Fee: \$134,321 (2.5% increase)

7. Revenue Distribution.

- A. All fines levied on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the statutes and administrative regulations of the State of New Jersey shall be paid and forwarded by the Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed.
- B. All other revenues that are neither ordinance fines or fines that are required by law are to be distributed to according to law.

8. Municipal Prosecutor. There shall be a shared Municipal Prosecutor for the Courts who shall prosecute cases in the Linwood Municipal Court and the Northfield Municipal Court. The Municipal Prosecutor shall be selected for a one (1) year term by the Municipality that did not select the Municipal Judge during those three (3) consecutive one (1) year terms. Although the compensation of the Municipal Prosecutor shall be determined jointly with the consent of each Municipality, the Prosecutor shall enter into a professional service contract with and shall be paid by the City of Northfield.

9. Municipal Public Defender. There shall be a shared Municipal Public Defender who shall represent those indigent defendants assigned by the Municipal Court Judge for the Courts. The Municipal Public Defender shall be selected for a one (1) year term by the Municipality that did not select the Municipal Judge during those three (3) consecutive one (1) year terms. Although the compensation of the Municipal Public Defender shall be determined jointly with the consent of each Municipality, the Municipal Public Defender shall enter into a professional service contract with and shall be paid by the City of Northfield.

10. Municipal Court Administrator. There shall be an Administrator of the shared Courts, appointed by both Municipalities, who shall perform the functions and duties prescribed for Municipal Court Administrators by law, by the Court Rules applicable to Municipal Courts and by the Municipal Court Judge. The Administrator shall be appointed by Northfield with the consent of Linwood for a term of one year, subject, however, to the tenure provisions as set forth in N.J.S.A. 2A:8-13.2 and shall be an employee of Northfield. The compensation of the shared Administrator shall be determined by Northfield with the consent of Linwood and the Administrator

shall be paid under the Northfield salary ordinance. The Administrator's duties shall include, but not be limited to:

- A. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrator .
 - B. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
 - C. Maintaining the financial records of the Courts, including overseeing the receipt and accounting for fines and costs.
 - D. Attending court, as scheduled in Northfield or as may be otherwise agreed, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.
 - E. Maintaining and classifying records and files of the Courts.
 - F. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
 - G. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
 - H. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.
11. Deputy Municipal Court Administrator. There shall be a Deputy Municipal Court Administrator of the shared Courts, appointed by both Municipalities who shall perform the functions and duties assigned by the Municipal Court Judge and Municipal Court Administrator. The compensation of the Deputy Municipal Court Administrator shall be determined by the City of Northfield with the consent of the City of Linwood and the Deputy Municipal Court Administrator shall be employed by the City of Northfield under Northfield's salary ordinance.
12. Necessary Clerical and Other Assistance. As per the agreement of the Municipalities, there may be employed such other clerical and other

personnel, full or part-time, for the Courts as is necessary for the efficient operation of the Courts. The City of Northfield shall employ such clerical and other personnel with the advice and consent of Linwood.

13. Auditor. The Auditor for the shared Courts shall be the Auditor of the City of Northfield and shall be paid by the City of Northfield. The Auditor shall perform a yearly audit of the Linwood Municipal Court and the Northfield Municipal Court in accordance with requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:5-1 et. seq. A copy of the complete audit shall be supplied to each participating Municipality.
14. Location. Linwood and Northfield will share the Northfield Court facilities and all of their Court sessions will be held in the Northfield Municipal Court at Northfield City Hall.
15. Court Days. Northfield and Linwood will hold their Court Days as scheduled by the Court Administrator in conjunction with the Judge. Emergency or special sessions can be scheduled as may be necessary by the Court Administrator in consultation with the Judge and as per the agreement of the Municipalities. All Court sessions shall be held between 9:00 a.m. and 3:00 p.m. or as may be agreed upon by the Municipalities.
16. Insurance. Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from this Amended Agreement. Northfield shall maintain workers compensation insurance to cover the Municipal Court employees on their payroll.
17. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared Courts may withdraw from this Agreement at the end of a calendar year, provided, however, that on or before one hundred and twenty (120) days next preceding the end of the calendar year the withdrawing member has given the other member's Municipal Clerk written notice of its intention to withdraw. If the City of Linwood withdraws, it shall remain responsible for its pro-rata share of its annual payment through the date of the actual termination.
18. Municipal Court Committee. A Municipal Court Committee will be created and operated to act as liaison between the Courts and between each Municipal Court and their respective Municipality's governing body. Each participating Municipality agrees to designate at least two (2), but not more than three (3) members of their governing body to serve on the Municipal Court Committee, which Committee will meet from time to time to make determinations on relevant and pending issues; assure that there is

cooperation between the Municipalities and to insure communication of all matters relating to the shared Municipal Courts.

19. Effective Date: Length of Agreement.

- A. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court and authorizing the Mayor to sign the Amended Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall be January 1, 2018. Each of the aforementioned Resolutions shall identify and incorporate this Amended Agreement by reference and a copy of the Amended Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
- B. The initial term of this Agreement shall end on December 31, 2019 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 17. Upon expiration of this Agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such time as a new Agreement has been ratified by the participating Municipalities.

20. Miscellaneous.

- A. This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
- B. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.
- C. If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- D. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:

CITY OF LINWOOD

BY: _____

CITY OF NORTHFIELD

BY: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 223-2017**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Blair Rosenfeld on behalf of Jersey Shore Baseball has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field one day per week from the first week of May 2018 until the first week of October 2018 (Wednesday nights); and

WHEREAS, Mr. Blair Rosenfeld has submitted said field use application in anticipation of sponsoring a team in the Mens' Senior Baseball League; and

WHEREAS, the President of the Babe Ruth Baseball of Northfield has advised that the field use request can be granted, with specific dates to be determined based upon the future needs of the Babe Ruth Baseball program.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Blair Rosenfeld 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.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 12th day of December, 2017.

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO 223-2017 - ATTACHMENT

CITY OF NORTHFIELD
Application for Use of Facilities

Name and Address of Organization: JERSEY SHORE BASEBALL LEAGUE - OR MSEL
MENS SENIOR BASEBALL LEAGUE

Tell Us Who You Are / Description and Purpose of Organization: OVER 35 MENS BASEBALL
LEAGUE

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

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

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

Name of Applicant / Responsible Party: ERIC ROSENFIELD Title/Affiliation MANAGER

Home Address: 2111 SUTTON AVE NORTHFIELD, N.J. 08225

Telephone: (H) _____

Name and Location of Facility(ies) Being Requested: NORTHFIELD BASE WITH BASEBALL
FIELD

For the Following Purpose: PLAY BASEBALL GAMES

on the Following Date(s): EVERY WED NIGHTS STARTING 5/2²⁰¹⁸ THROUGH 10/3 2018

Specify the Hours of Use: From: 6:30 PM To: 10:30 PM

of Participants per Date: ~~25~~ 25 # of Participants who are Northfield Residents: 1

Will Juveniles be Present? Yes _____ No X If Yes, What Ages? _____

Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ~~2~~ Yes X No

If Yes, Name of Municipality/ies: SANFORD POINT

Date/s and Disposition of Request/s: ~~15th~~ 15th APR 2018 FOR 6 YRS

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that 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: 11-29-17

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

RECEIVED MAY 17 2018