

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 27, 2018**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 13, 2018.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

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

APPROVAL OF MINUTES – February 13, 2018; February 15, 2018

COMMITTEE REPORTS

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

Councilman O'Neill - Inspections, Code Enforcement, Housing/Zoning, Court/Violations, Chamber of Commerce, Little League/Babe Ruth, Traffic Safety, Green Team Advisory Board

Councilwoman Korngut – Library, Municipal Alliance, Economic Development, Shared Services

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

Councilman Lischin – Fire Department/EMS, Technology/MRHS Channel 2, Cultural Committee, Green Team Advisory

Councilman Travagline – Insurance and Safety, Northfield School, FAN; Shared Services

Council President Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

59-2018 A Municipal Resolution Authorizing the Filing of a 2017 Recycling Tonnage Grant Application

60-2018 Request to the County of Atlantic to Use County Roads for Parades and Other Functions

61-2018 A Resolution Approving Participation with the State of New Jersey Federal Grant Program Administered by the Division of Criminal Justice, Department of Law and Public Safety

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 27, 2018**

- 62-2018** A Resolution Approving an Agreement Between the City of Northfield and Government Workers Union Local No. 420, for Blue Collar Workers, Effective January 1, 2018 Through December 31, 2020
- 63-2018** Resolution of the City of Northfield, County of Atlantic, State of New Jersey, Awarding a Contract for Body Worn Cameras to State Contract Vendor: Advanced Electronic Design
- 64-2018** Authorizing Refunds of Overpayment of Taxes
- 65-2018** Authorizing Award of Contract without Public Advertisement for Bids to Tara Management
- 66-2018** A Resolution Recognizing the Board Members of Northfield Little League
- 67-2018** To Approve an Application for Use of Facilities – 8U Sandsharks
- 68-2018** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12 Regarding Litigation and Matters Falling within the Attorney Client Privilege Requiring Confidentiality – Mt Laurel Litigation
- 69-2018** Resolution of the Common Council of the City of Northfield Authorizing the Execution of a Settlement Agreement with Fair Share Housing Center

ORDINANCE

- 1-2018** Calendar Year 2018 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14)
Second Reading / Public Hearing / Final Consideration
Published in the Press of AC March 3, 2018
- 2-2018** Ordinance Providing For And Establishing Salary Ranges Of Officers And Employees Of The City Of Northfield And Repealing All Ordinances Heretofore Adopted, The Provisions Of Which Are Inconsistent Herewith
Second Reading / Public Hearing / Final Consideration
Published in the Press of AC March 3, 2018

PAYMENT OF BILLS

MEETING NOTICES

City Council	March 13, 2018	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 59-2018**

**A MUNICIPAL RESOLUTION AUTHORIZING THE FILING
OF A 2017 RECYCLING TONNAGE GRANT APPLICATION**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing the City of Northfield to apply for such tonnage grants will memorialize the commitment of the City of Northfield to recycling and to indicate the assent of Mayor and Council of the City of Northfield to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Northfield that the City of Northfield hereby endorses the submission of the 2017 recycling tonnage grant application to the New Jersey Department of Environmental Protection and has entered into an interlocal agreement with the Atlantic County Utilities Authority for Certified Recycling Professional Services to ensure that the application is completed and properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 60-2018**

**REQUEST TO THE COUNTY OF ATLANTIC TO USE COUNTY ROADS
FOR PARADES AND OTHER FUNCTIONS**

WHEREAS, the City of Northfield has a desire to use County Roads for parades and other functions on a limited basis; and

WHEREAS, the City of Northfield has the following requests to be presented to the County of Atlantic:

**Independence Day Parade and Race – July 4, 2018
*Rain Date – July 7, 2018***

Close Shore Road from Dolphin Avenue
Tilton Road (9:00 a.m. to 11:15 a.m.)

Close Shore Road from Dolphin Avenue to Mill Road,
and Mill Road from Shore Road to Oak Avenue
(10:30 a.m. to 11:30 a.m.)

Annual Holiday Tree Lighting – Friday, December 7, 2018

Close Shore Road from Zion Road to Tilton Road (6:30 p.m. to 9:00 p.m.)

NOW THEREFORE, BE IT RESOLVED, that the Insurance Certificate and Indemnification Agreement are attached as requested by the County.

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 27th of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2018**

**A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF
NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE
DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND
PUBLIC SAFETY**

WHEREAS, the City of Northfield wishes to apply funding of approximately \$60,000.00 with a match of \$ 83,715.00 for an approximate project total cost of \$143,715.00 for a project under the State of New Jersey Safe and Secure Communities Grant Program (18-0118) for the period of April 9, 2018 through April 8, 2019, and

WHEREAS, the Mayor and Council have reviewed the accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Northfield Police Department for the purpose described in the application;

THEREFORE, BE IT RESOLVED by the Mayor and Council that

1. As a matter of public policy the City of Northfield wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

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 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 62-2018**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF NORTHFIELD AND GOVERNMENT WORKERS UNION
LOCAL NO. 420, FOR BLUE COLLAR WORKERS,
EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020**

WHEREAS, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and Government Worker's Union, Local No. 420, for Blue Collar Workers, expired December 31, 2017; and

WHEREAS, negotiations have been ongoing with respect to a new Contract; and

WHEREAS, the parties have agreed to the terms and conditions of an Agreement to be effective January 1, 2018 through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an Agreement with the Government Workers Union, Local No. 420, effective January 1, 2018, through December 31, 2020 are hereby adopted, a copy of said Agreement being attached to this Resolution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the said Agreement on behalf of the City of Northfield.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

MEMORANDUM OF AGREEMENT
CITY OF NORTHFIELD
AND
GOVERNMENT WORKERS UNION, LOCAL 420
for
BLUE COLLAR EMPLOYEES

This Memorandum of Agreement (MOA) is made between the City of Northfield (the City) and GWU Local 420 for Blue Collar Employees (the GWU) and is dated this ____ day of _____, 2018.

The City and the GWU have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the City and the GWU, which expired on December 31, 2017.

The City and the GWU have reached a tentative agreement of the terms and conditions of a new CBA and the purpose of this MOA is to confirm that agreement.

NOW, THEREFORE, the City and the GWU agree that the following changes shall be made in the existing agreement:

1. **PREAMBLE**

Modify date as appropriate.

2. **Article I** entitled **RECOGNITION AND DEFINITION OF TERMS**

Revise "Included" to read "All regularly employed blue collar employees."

3. **Article II** entitled **TERM OF AGREEMENT**

²⁰¹⁸
January 1, ~~2017~~ through December 31, 2020

4. **Article III** entitled **DUES DEDUCTIONS AND AGENCY SHOP.**

No Change.

5. **Article IV** entitled **NO DISCRIMINATION**

No Change.

6. **Article V** entitled **UNION RIGHTS**

No Change.

7. **Article VI** entitled **MANAGEMENT RIGHTS**

No Change.

8. **Article VII** entitled **SENIORITY AND PROBATIONARY PERIOD**

Paragraphs A, D and E - Replace "full-time permanent employee" with "full-time regular employee."

9. **Article VIII** entitled **HOURS OF WORK**

Last sentence of article - eliminate "permanent or temporary" so sentence would read "Employees shall be given as much advance notice as possible of shift changes which affect them."

10. **Article IX** entitled **HOLIDAYS**

Paragraphs "E" and "F" change "full-time permanent employee" to "full-time regular employee"

No other changes.

11. **Article X** entitled **VACATION LEAVE**

Paragraph E - change "Mayor or his designee" to "direct supervisor".

Paragraph I - replace "City Treasurer" with "CFO"

Paragraph H - add the following for clarification: "However, if after March 1st, the "first come/first serve" rule will supersede seniority so that an employee with less seniority does not have their vacation cancelled due to a more senior person subsequently requesting the same day."

12. **Article XI** entitled **SICK LEAVE**

Paragraph B(5) add the following:

"Any employee hired on or after January 1, 2018 shall receive no compensation for unused sick leave."

Paragraph B(6) add the following:

"Any employee hired on or after January 1, 2018 shall receive no compensation for unused sick leave."

Revise paragraph B(9) to read as follows ~~"Each employee taking leave as provided herein shall be fully protected in his/her status as an employee of the City. The employee's seniority rights, accumulation of credit towards vacation~~

~~time and sick leave~~ and accumulation of credit towards raises shall continue during the time of the Employee's leave."

Paragraph D(a) - replace "Personnel Coordinator" with "City Clerk"

13. **Article XII** entitled **LEAVES OF ABSENCE, MILITARY, FAMILY AND BEREAVEMENT LEAVE**

For the purposes of clarification and to memorialize current practice - Add the following to paragraph A:

"3. No employee shall be granted an unpaid leave unless all accrued leave has been used."

Add: Add the following, consistent with Personnel manual:

4. Leave of absence under this article shall not be used for extended vacation time.

14. **Article XIII** entitled **PERSONAL LEAVE**

No change.

15. **Article XIV** entitled **OVERTIME**

Add the following: In the event an employee works additional hours other than those which are part of the employee's regular schedule, no overtime shall be paid unless those additional hours exceed eight (8) hours in work day or forty (40) hours per work week. The employee shall receive his/her regular rate of pay for any hours worked up to eight (8) in a work day, unless article XVI, Call In Pay is applicable.

16. **Article XV** entitled **TRAVEL**

No change.

17. **Article XVI** entitled **CALL IN PAY**

Paragraph B - increase stand-by pay from \$25 to \$50.

Paragraph B - Add the following: In the event an employee's availability for standby is limited, the stand-by pay shall be pro-rated to reflect the hours the employee is available. The employee's limits shall be due, generally, to the employee's inability to be available due to circumstances beyond his/her control (i.e., due to medical restrictions) and not simply due to the employee's desire to have limited or reduced availability.

In no event shall the number of employees on this rotation and eligible for this payment exceed three (3).

18. **Article XVII** entitled **PERSONNEL PRACTICES**

No change.

19. **Article XVIII** entitled **DISCIPLINARY ACTION**

Paragraph C – correct typo from “principle” to “principal”.

20. **Article XIX** entitled **GRIEVANCE PROCEDURE**

Step Three - Replace “the aggrieved person” with “the Union”.

21. **Article XX** entitled **WAGES**

A. The City agrees that employees covered by this Agreement shall receive additional compensation during the term of this Agreement in accordance with the following understanding:

Effective January 1, 2018, each employee's annual base salary as of December 31, 2017 shall be increased by two (2.0%) percent.

Effective January 1, 2019, each employee's annual base salary as of December 31, 2018 shall be increased by two (2.0%) percent.

Effective January 1, 2020, each employee's annual base salary as of December 31, 2019 shall be increased by two (2.0%) percent.

The above increases shall not apply to employees who are in the Laborer classification. The additional compensation for employees who are currently in the Laborer classification and their wages are set forth in Exhibit “B” of this Agreement and shall be subject to the following terms:

1. The Wage Guide for the Laborer classification which appears on Exhibit “B” of the Agreement shall be frozen and remain unchanged during the term of the new Agreement.
2. Employees who are being paid in accordance with the Wage Guide shall annually advance one step on the employee's anniversary date of employment. These employees shall not receive any other increases in wages including across the board increases.
3. Employees being paid on the Laborer Wage Guide do not receive the annual across the board wage increase.
4. After an employee has reached the maximum step of the Wage Guide, the employee on his/her next anniversary date of employment shall receive the annual across the board wage increase on each anniversary date thereafter.

Wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated City service prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to wage increases or retroactive pay.

When hiring new employees, the City reserves the right to determine the starting salary of the new employee depending upon the ability aptitude and past experience of the employee.

B. In order to be entitled to the wage increases granted hereunder, employees must be employed at least six (6) months prior to any wage increase granted under this contract. Employees employed for less than six (6) months prior to the occurrence of any wage increase granted under this contract will not receive any increase until the next succeeding wage increase.

C. In the event of a promotion, the employee shall receive the minimum starting salary for the new title or a five (5%) increase to the employee's current base salary, whichever is higher.

22. **Article XXI** entitled **WORKERS' COMPENSATION**

No change.

23. **Article XXII** entitled **HEALTH BENEFITS**

Revise paragraph C as attached.

Add the following to paragraph D - Retirees less than 20 years of service as of June 28, 2011 shall contribute toward retiree benefits in accordance with paragraph C.

New Paragraph F. Excise Tax

In the event the health insurance plans offered by the City are in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which is presently scheduled to be \$10,200 for single coverage and \$27,500 for family coverage) the parties agree to meet eleven months prior to the implementation of the Excise Tax to discuss implementation of a new plan that will be below that maximum amount. If the parties are unable to agree to a new plan, the City shall be authorized to provide a new plan which will be below the maximum amounts permitted under the Affordable Care Act and such plan selected and provided by the City shall be deemed to satisfy the "substantially equivalent" contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount

permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise.

Article XXIII entitled **LONGEVITY**

No change.

24. **Article XXIV** entitled **LAYOFF PROCEDURE**

No change.

25. **Article XXV** entitled **NO STRIKE PLEDGE**

No change.

26. **Article XXVI** entitled **HEALTH AND SAFETY**

No change.

27. **Article XXVII** entitled **JURY DUTY**

Replace "permanent employee" with "regular employee"

Revise paragraph 5 to read "Adequate proof must be presented to the City Clerk of time served on a jury and the amount received for such services."

28. **Article XXVIII** entitled **WORK RULES**

Paragraph E(2): Replace with the following: "If an employee is unable to report to work, the absence may be charged as personal leave or, if applicable, sick leave. If the employee has no accrued sick or personal leave, the absence shall be unpaid."

Last paragraph, revise sentence as follows: "In the event City Hall is closed and an employee is required and authorized to work, and actually works, the employee will receive personal time on an hour for hour basis for the time City Hall is closed. Employees of this unit may be considered essential personnel and may be required to work even in the event City Hall is closed."

29. **Article XXIX** entitled **CLOTHING ALLOWANCE**

Paragraph A - eliminate "Custodial" employees from reference.

Paragraph C - add "Employee shall not be entitled to receive this payment during his/her probationary period."

Revise Uniforms to read as follows:

“Road, Sewer Department and Vehicle Maintenance employees’ uniforms shall consist of:

Dark Blue or tan uniform (Dickey or khaki style) work pants or shorts, blue jeans are permissible. Blue, grey, ANSI color, or blaze orange hooded or nonhooded sweatshirts, long sleeve shirts or T-shirts are permissible. Blue, brown ANSI colored or blaze orange (Carhart style) jackets and coveralls. Blue, grey or blaze orange T-shirts are also be permissible. Blue, brown or blaze orange baseball hats are permissible. Safety shoes or boots will be required.

Employees shall not wear suggestive attire, athletic clothing, sneakers, sandals, non-uniform T-shirts, novelty buttons, non-uniform baseball hats and similar items of casual attire that do not present a professional appearance.”

30. **Article XXX** entitled **FULLY BARGAINED PROVISIONS**

No change.

31. **Article XXXI** entitled **SEVERABILITY**

No change.

32. **Article XXXII** entitled **TEMPORARY ASSIGNMENT PAY**

No change.

33. **ENDORSEMENTS**

Update as necessary

34. **Exhibit A**

Titles to be updated as follows:

Operator*
Laborer
Mechanic

***Any employee promoted to or hired in the Operator Title on or after January 1, 2018 shall be required to hold a CDL A. Any employee in the Operator Title as of December 31, 2017 shall receive a onetime adjustment of \$1,000 upon attaining or currently having a CDL A. Employees shall be required to submit proof of CDL A. However, employees are not required to pursue a CDL A if he/she does not wish to pursue said certification.**

Effective January 1, 2018, the starting salary for the Operator title shall be \$38,000.

35. **Exhibit B**

Wages to be paid to employees in Laborer Classification as of the date of the signing of this Agreement.

Laborer Steps

After Year 6 \$38,000
After Year 5 \$36,000
After Year 4 \$33,900
After Year 3 \$31,800
After Year 2 \$29,700
After Year 1 \$27,600
Start/Year 1 \$25,500

1. This Wage Guide for the Laborer classification shall be frozen and remain unchanged during the term of this Agreement.
2. Employees who are being paid in accordance with the Wage guide shall annually advance one step on the employee's anniversary date of employment. These employees shall not receive any other increases in wages including across the board increases.
3. Employees being paid on the Laborer Wage Guide do not receive the annual across the board wage increase.
4. After an employee has reached the maximum step of the Wage Guide, the employee on his/her next anniversary date of employment shall receive the annual across the board wage increase on each anniversary date thereafter.
5. When hiring new employees, the City reserves the right to determine the starting salary of the new employee, depending upon the ability, aptitude and past experience of the employee.

This MOA is subject to the ratification of the GWU and approval by the City. The bargaining committees of the GWU and City agree to recommend approval to their respective bodies.

CITY OF NORTHFIELD

Mary Canusi
[Signature]
[Signature]

GWU/LOCAL 420 - BLUE COLLAR

[Signature]
[Signature]
[Signature]

ARTICLE XXX - HEALTH BENEFITS

Memorialize current practice by revising first paragraph of Paragraph C with the following:

As provided for by P.L. 2011, chapter 78, all employees, shall be required to contribute to the cost of health benefits in accordance with the following chart:

Salary	SINGLE	M/S & P/C	FAMILY
less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%

95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

The percentages listed shall be the percentage of the premium that the employee is required to contribute. In no event, however, shall the contribution be less than 1.5% of the employee's salary.

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**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 63-2018**

**RESOLUTION OF THE CITY OF NORTHFIELD,
COUNTY OF ATLANTIC, STATE OF NEW JERSEY,
AWARDING A CONTRACT FOR
BODY WORN CAMERAS TO STATE CONTRACT VENDOR:
ADVANCED ELECTRONIC DESIGN**

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

In accordance with the requirements of the Local Public Contract Law N.J.S.A 40A11:12 et seq., and the regulations promulgated thereunder, the following purchase without competitive bids from the following State Contract Vendor is hereby approved:

Advance Electric Design
Patrol PC
344 John Diestsch Blvd, Units 1 & 2
North Attleboro, MA 02763
State Contract Number. A813000 T0106

Amount: \$20,028.75

WHEREAS, the Chief Financial Officer of the City of Northfield has certified that adequate funds for such contract are available as required pursuant to N.J.A.C 5:30-5.4, and shall be charged against the following lines:

C-04-55-017-500 \$15,528.75

G-02-40-810-000 \$4,500.00

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 64-2018**

AUTHORIZING REFUNDS OF OVERPAYMENT OF TAXES

BE IT RESOLVED by the Common 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
LERETA, LLC Attn: REFUND DEPARTMENT 1123 SOUTH PARKVIEW DRIVE COVINA, CA 91724	91 143	8 15	1805 TILTON ROAD 130 DOLPHIN AVENUE	\$ 543.00 \$ 1,513.30
				\$ 2,056.30
REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Corelogic Real Estate Tax Service 3001 Hackberry Road Irving, TX 75063	132 36	29 8	315 BOOYE TERRACE 711 W MILL ROAD	\$ 1,132.95 \$ 1,545.67
				\$ 2,678.22

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 Common Council of the City of Northfield, held this 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 65-2018**

**AUTHORIZING AWARD OF CONTRACT WITHOUT PUBLIC
ADVERTISEMENT FOR BIDS TO TARA MANAGEMENT**

WHEREAS, the City of Northfield has a need to award a contract to Tara Management for a scope of work to include the following at the Casto House and Museum: removal of the existing concrete handicap ramp; installation of new footings and ramp; the addition of a concrete handicap parking space; and reconstruction of a portion of the existing sidewalk; and,

WHEREAS, said contract is being awarded without public advertisement for bids, pursuant to the provisions of *N.J.S.A. 19:44A-20.4*

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the project will be \$21,400.00, and as required pursuant to N.J.A.C. 5:30-5.4 shall be charged against line 7-01-20-165-200.

WHEREAS, the anticipated term of this contract is *1* year; and

WHEREAS, Tara Management, 230 Route 50, Petersburg, NJ 08270 has completed and submitted a Business Entity Disclosure Certification which certifies that Tara Management has not made any reportable contributions to a political or candidate committee in the City of Northfield in the previous one year, and that the contract will prohibit Tara Management from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Northfield authorizes the Chief Financial Officer to enter into a contract with Tara Management as described herein; and,

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

I, Mary Canesi, Municipal Clerk, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the Common Council of Northfield, held this 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 66-2018**

**A RESOLUTION RECOGNIZING THE BOARD MEMBERS OF
NORTHFIELD LITTLE LEAGUE**

IT IS HEREBY RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that the following persons have been elected to the Board of Northfield Little League in accordance with its ByLaws:

President:	Chuck Hackett
VP Baseball:	Sean Sutley
VP Softball:	Jeremy Barretta
Secretary:	Randi Wall
Treasurer:	Tom Polistina
Safety Officer:	Dan Kwapinski
Field & Grounds:	Jim Travagline
PA Baseball:	Jason Barretta
PA Softball:	Mark Bruno
Umpire in Charge:	Joe Bonczek
Information Officer:	Jason Yard
Additional members:	Anthony Buccafurni Doug Porr Mike Camac Anthony Campggio Steve Moscola Pat McCarthy Dan O'Connell Keith Burke Blair Rosenfeld

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 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 67-2018**

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 Boys Minor League Baseball Field, Boys Farm League Field, or Girls Softball Field from March 11, 2018 until the last week of August 2018, Sundays only, from the hours of 11am to 2pm, subject to availability based on use by Northfield Little League teams; and

WHEREAS, Mr. Sean Sutley has presented this request on behalf of the South Jersey Sandsharks 8U team; and

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

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 27th day of February, 2018.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: 80 South Jersey Sand Sharks
476 Country Club Dr ECH, NJ 08215

Tell Us Who You Are / Description and Purpose of Organization: Sean Sutley Northfield
resident and board member of Northfield Little League. Sand Sharks
are a travel baseball organization in the South Jersey area

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☒ Yes ☐ No

If Yes, How Much? \$ 250 per Person ☐ Day ☐ Season ☐ (other)

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

Home Address: 605 Hazel Ave Northfield, NJ 08225

Telephone: (H) [REDACTED] (C) Same (W) Same

Name and Location of Facility(ies) Being Requested: Moose League Field at 1700 Burton
Ave. (Utilize softball or Farm field if NLL needs Moose Field)

For the Following Purpose: Games and Practice

on the Following Date(s): Sundays Only (3-11-18 thru 8-26-18)

Specify the Hours of Use: From: 1100 To: 0200

of Participants per Date: 13 # of Participants who are Northfield Residents: 8

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? 7, 8 yrs old
 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? ☐ Yes ☒ No

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

Date/s and Disposition of Request/s: N/A

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: 2/12/18

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 68-2018**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12
REGARDING LITIGATION AND MATTERS FALLING WITHIN THE
ATTORNEY CLIENT PRIVILEGE REQUIRING CONFIDENTIALITY**

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

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

WHEREAS, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to potential and/or anticipated litigation and matters falling within the attorney client privilege requiring confidentiality.

WHEREAS, the purpose of this meeting is to provide privileged and confidential legal advice with regard to Mount Laurel litigation.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of February 2018.

Mary Canesi, RMC, Municipal Clerk

**THE CITY OF NORTHFIELD, NJ
RESOLUTION NO. 69-2018**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD AUTHORIZING THE EXECUTION OF A SETTLEMENT
AGREEMENT WITH FAIR SHARE HOUSING CENTER**

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)(Mount Laurel IV), the City of the City of Northfield filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Round 3 Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

WHEREAS, the City simultaneously sought, and ultimately secured, a protective order providing the City of Northfield immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the trial judge also appointed Hon. Steven P. Perskie, J.S.C. (Ret.) as his “Special Master,” as is customary in Mount Laurel matters adjudicated in the courts; and

WHEREAS, with assistance from the Special Master, the City of Northfield, and FSHC engaged in good faith negotiations which resulted in an amicable accord on the various substantive terms and conditions as set forth in the Settlement Agreement attached hereto as Exhibit A; and

WHEREAS, through this process, the City and FSHC agreed upon the City’s affordable housing obligations and the compliance techniques necessary

for the City of Northfield to satisfy its “fair share” of the regional need for low- and moderate-income housing; and

WHEREAS, the City and FSHC also agreed to present the Settlement Agreement to the Trial Judge for approval via duly-noticed Mount Laurel “Fairness Hearing;” and

WHEREAS, although there is a well-established policy favoring the settlement of all forms of litigation, the settlement of Mount Laurel litigation is particularly favored because (1) it avoids the expenditure of finite public resources; and (2) expedites the construction of safe, decent housing for the region’s low and moderate-income households; and

WHEREAS, in light of the above, and on the recommendation of the City’s Special Mount Laurel Counsel, the Common Council of the City of Northfield finds that it is in the best interests of the City of Northfield to execute the attached Settlement Agreement with FSHC and to take various other actions delineated below which will ultimately result in approval of the City’s Fair Share Plan which, in turn, will maintain the City’s immunity from all Mount Laurel lawsuits for the ten-year period set forth in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to 329.

NOW, THEREFORE, BE IT RESOLVED on this 27th day of February, 2018, by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Common Council hereby authorizes and directs the Mayor to execute the attached Settlement Agreement and to provide a copy of same to the City's Special Mount Laurel Counsel as soon as practicable thereafter.

2. The Common Council hereby directs its Special Mount Laurel Counsel to file the fully-executed Settlement Agreement with the Court and take all actions reasonable and necessary to secure an Order approving the Settlement Agreement and ultimately to secure judicial approval of the City's Fair Share Plan, as may be amended by the Planning Board City pursuant to the Agreement and subject to the public hearing process set forth in the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Common Council of the City of The City of Northfield at a regular meeting held on the 27th day of February, 2018, a quorum being present and voting in the majority.

MARY CANESI, RMC, Municipal Clerk