

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 22, 2022**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on Saturday, January 8, 2022.

FLAG SALUTE

COUNCIL ROLL CALL: Bucci, Dewees, Leeds, Notaro, Smith, Utts, Polistina

MAYOR: Chau

APPROVAL OF MINUTES – February 3, 2022 and February 8, 2022

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 58-2022** Resolution Authorizing the Award of a Contract without Public Advertisement for Bids, and in Accordance with N.J.S.A 19:44A-20.5, for Email Software and Installation Services
- 59-2022** To Accept Land Sale Bid for Block 92, Lot 30
- 60-2022** Authorizing Sale of City Owned Land
- 61-2022** To Approve an Application for Use of Facilities – Baseball Performance Center
- 62-2022** To Approve an Application for Use of Facilities – MRHS Pink Game
- 63-2022** Appointment of Cole Leeds to the Position of Deputy Municipal Emergency Management Coordinator
- 64-2022** Repealing and Replacing Resolution No. 37-2022 to Correct the Appointment of Deputy Tax Assessor
- 65-2022** Authorization for Internal Job Transfer, from the Position of Substitute Adult School Crossing Guard to Full Time Technical Assistant
- 66-2022** Adopting the Updated Atlantic County Multi-Jurisdictional Pre-Disaster Hazard Mitigation Plan
- 67-2022** Resolution of the Common Council of the City of Northfield, County of Atlantic, New Jersey, Authorizing Execution of Lease Rider
- 68-2022** Resolution of the Common Council of the City Of Northfield, County of Atlantic, New Jersey, Authorizing Execution of Vendor Service Agreement
- 69-2022** Authorizing Award of Contract for Labor Counsel Services as a Professional Service Pursuant To N.J.S.A. 40A:11-5(1)(a)(1) and N.J.S.A 19:44A-20.5, Et Seq.

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 22, 2022**

ORDINANCES

- 3-2022** Amending Chapter 97, Article I, Section 6 of the City of Northfield Municipal Code
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 2/26/2022
- 4-2022** Amending Chapter 250 of the City of Northfield Municipal Code, Parks and
Recreation Areas
Introduction / No Public Input / Published in the Press of AC 02/26/2022
2nd Reading / Public Hearing / Final Consideration 03/08/2022

PAYMENT OF BILLS \$ 255,441.53

MEETING NOTICES

- | | | |
|------------------------------|---------------------------|---|
| City Council Budget Workshop | February 24 th | 6pm |
| City Council | March 8 th | 6pm Work Session
Regular Session Immediately Following |

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 58-2022**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
WITHOUT PUBLIC ADVERTISEMENT FOR BIDS, AND IN
ACCORDANCE WITH N.J.S.A 19:44A-20.5, FOR EMAIL SOFTWARE
AND INSTALLATION SERVICES**

WHEREAS, the City of Northfield has a need to acquire email hosting and threat protection software and installation services, without publicly advertising for bids and pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

WHEREAS, the Chief Financial Officer/QPA has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, Ocean Computer Group has submitted a proposal dated February 18, 2022 indicating they will provide services for the migration of the @cityofnorthfield.org and @npdnj.org email domains to two new .gov email domains, using the Office 365 GCC environment and Barracuda Total Email Protection, for a cost of \$26,968.95, and which is the most advantageous price.

WHEREAS, Ocean Computer Group has completed and submitted a Business Entity Disclosure Certification which certifies that Ocean Computer Group has not made any reportable contributions to a political or candidate committee in the City of Northfield, County of Atlantic in the previous one year, and that the contract will prohibit Ocean Computer Group from making any reportable contributions through the term of the contract, and

WHEREAS, as required by *N.J.A.C. 5:30-5.4* the Chief Financial Officer has certified that funds shall be charged against budget account 2-01-20-110-200.

NOW THEREFORE, BE IT RESOLVED that the Common Council of the city of Northfield authorizes the Chief Financial Officer and/or Municipal Clerk to enter into a contract with Ocean Computer Group. 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 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 22nd day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

Bill To

 City of Northfield
 Mary Canesi
 1600 Shore Road
 Northfield, NJ 08225
 Phone #: (609) 641-2832
 mcanesi@cityofnorthfield.org
 http://www.cityofnorthfield.org/

Ship To

 City of Northfield
 Mary Canesi
 1600 Shore Road
 Northfield, NJ 08225
 Phone #: (609) 641-2832
 mcanesi@cityofnorthfield.org
 http://www.cityofnorthfield.org/

PROPOSAL

Microsoft O365 G1 and BTEP
 Quote # KD024280 ver. 3
 Friday, February 18, 2022

Ocean Computer Group, Inc. has been authorized by the State of New Jersey to act as a reseller for Dell and EMC under their Participating Addendum's for WSCA/NASPO in New Jersey, for Computer Equipment, Peripherals, and Related Services.

NASPO ValuePoint Contract: M0483 Computer Equipment, Peripherals and Related Services
 State Contract: 19-TELE-00656 & 89968

Pricing is valid for only 30 Days and subject to change

Office 365 G1 - 12 month Subscription		Price	Qty	Extended
	O365 Government, OneDrive, SharePoint, Teams, Web versions of Word, Excel and Power Point.	\$0.00	1	\$0.00
City of Northfield				
	Microsoft Office 365 G1 GCC	\$118.50	40	\$4,740.00
City of Northfield PD				
	Microsoft Office 365 G1 GCC	\$118.50	25	\$2,962.50
Office 365 G1 - 12 month Subscription Subtotal				\$7,702.50

BTEP - 12 month Subscription		Price	Qty	Extended
	Advanced Threat Protection (ATP), Cloud Archiving, E-discovery, Cloud Backup of O365, API Threat Defense, Phishing Protection, Domain Fraud Prevention, Account Take over Protection, Incident Response	\$0.00	1	\$0.00
City of Northfield				
	Barracuda Total Email Protection - Subscription License - 1 User	\$93.33	40	\$3,733.20
City of Northfield PD				
	Barracuda Total Email Protection - Subscription License - 1 User	\$93.33	25	\$2,333.25
BTEP - 12 month Subscription Subtotal				\$6,066.45

Migration Services, One-time Charge	Hours	Cost/Hour	Cost
Ocean Computer Group, Inc. - Professional Services	1.00	\$13,200.00	\$13,200.00
<ul style="list-style-type: none"> As per SOW To be bill on actual time spent , not to exceed 			
Total Hours	1.00	Total Cost	\$13,200.00

Summary		Amount
Office 365 G1 - 12 month Subscription		\$7,702.50
BTEP - 12 month Subscription		\$6,066.45
Migration Services, One-time Charge		\$13,200.00
	Total	\$26,968.95



Systems Design, Engineering, Security Services and Solutions Development

Statement of Work for City of Northfield and PD

City of Northfield and PD, 1600 Shore Road, Northfield, NJ 08225

Background

This Statement of Work outlines specific consulting services Ocean Computer Group ("OCG") will provide to City of Northfield and Police Department (client). Services shall be performed in accordance with the terms and conditions of this Statement of Work by and between City of Northfield and PD and OCG.

City of Northfield and PD has requested engineering services to migrate their email addresses to new .gov domains and hosted on two separate Microsoft 365 Government cloud tenant accounts. Separate Barracuda Total Email Protection service will be configured to filter spam and backup all the mailboxes. Duo authentication will be deployed to add two-factor Authentication to all City of Northfield and Police Department Windows desktops and server logins. Once email migration to Microsoft is completed, City of Northfield and PD will decide when to terminate usage of the existing email hosting. The current .org domain email addresses will be added to each new mailboxes as aliases.

Current State, Validation & Planning Solution Scope

Currently City of Northfield and Police Department emails are hosted on two separate accounts on BAE cloud. The City of Northfield emails are using a "cityofnorthfield.org" domain and the Police Department emails are using a "npdnj.org" domain.

To assist City of Northfield and PD with this migration, OCG will assign a Sr. Network Engineer(s) perform the listed work. The engineering services will be in the form of on-site and remote services as approved by the client. Below is a list of tasks related to the migration.

Police Department Email Migration to a new .gov domain – 80 hours in duration

1. Pre-project task
 - Review and document services that will be affected by new email address changes
 - Websites – Outside this scope of work
 - Business cards – Outside this scope of work
 - Phone systems voicemail email – Outside the scope of work
 - Other published services registered with current emails – Outside the scope of work
 - Work with client on procurement of the two new .gov domains like cityofnorthfieldpd.gov or cityofnorthfield.gov
 - Determine type of Office 365 licenses to be assigned to each of the City and PD mailboxes
 - Determine if any new distribution lists or shared mailboxes need to be setup
 - Obtain and test DNS credentials to modify MX records for existing and new domains
2. Project management
 - Schedule weekly calls with client to review project progress
3. Setup two new Microsoft 365 tenant accounts for the city and police department using the two new .gov domains
4. Provision mailboxes for city and police department staff in the new tenants
5. Initiate copy of existing mailbox content to new mailboxes
6. Setup Barracuda email spam filter and backup
7. Schedule email cutover date for City and Police department staff
8. Prepare and provide the city and police department staff instructions to access the new mailboxes
9. Enable Office 365 MFA

10. Work City and Police department staff on Outlook and mobile device reconfiguration
11. Provision DUO authentication for Windows logon for about 50 City and Police computers
12. Post migration support
13. Update documentation
14. MSP hand off
15. Project Closeout

Client Contribution

The overall project team will be comprised of representatives of City of Northfield and PD and OCG. Other organizations (third party service providers and consultants) may also be involved at the parties' mutual agreement. The spirit of this engagement is one based on mutual benefit and teamwork. In keeping with this, OCG's responsibilities have been outlined above in the success criteria. The following lists expected client roles and contributions to make this project a success. **Mary Canesi** has been defined as the Project Sponsor and will have the authority for acceptance and approval of all deliverables. **TBD** has been defined as the Engineers with whom City of Northfield and PD can coordinate efforts and who will act as the main point of contact. OCG will communicate decision requirements, project status, system requirements, and outstanding issues to this individual. City of Northfield and PD will provide people and/or resources as deemed necessary and reasonable by OCG to enable the successful completion of this engagement. Status meetings (or as necessary) with the Project Sponsor and OCG (and other project members as determined by these individuals) will be conducted during the life of the project.

Requirements of City of Northfield and PD

- Provide full access to computing facilities as appropriate
- Provide a knowledgeable staff member to answer questions for or otherwise assist OCG staff if required.
- Timely access to key personnel to answer questions, grant access or make decisions necessary for a successful project.
- Make key personnel available for all meetings scheduled over the course of the project.
- Internet access sufficient to allow connection to the new .gov domain mailboxes

General Considerations

- The timely completion of this project depends on the availability of City of Northfield and PD personnel.
- OCG's team members will be committed to City of Northfield and PD for this project.
- It has been noted to City of Northfield and PD that their staff will stop using their current mailbox once they are migrated to the new .gov domain.

Out of Scope

Other new or existing hardware updates/upgrades or services not mentioned in this scope

Facilities

OCG on-site activities require the following facilities and resources:

- Appropriate network connection
- Internet access
- Building access authorization for the facilities OCG team members will need to enter

SOW Deadline

This Statement of work is valid until **October 30, 2021** after which time the information, contents and prices found in this document may no longer be guaranteed.

SOW Total Labor Estimation – \$13,200.00 - To be bill on actual time spent , not to exceed.

The work scheduled for this project will be performed during both Normal and After Normal Business Hours and will be invoiced at the overtime rate of \$248.00 per hour per Senior Engineering (hourly rate of \$165.00 x 1.5) and \$165.00 per hour during normal business hours.

Services outlined and will be provided onsite and/or remotely.

Scheduling will be reviewed and confirmed at the kickoff meeting.

NBH: Monday – Friday 09:00am -05:00pm
After Hours - Monday – Friday after 05:00pm

Weekends / Holidays – Self Explanatory.

Acknowledgement

Statement of Work Approved by:

City of Northfield and PD hereby acknowledges receipt of this Statement of Work and authorizes OCG to commence work on the project outlined herein.

This Statement of Work ("SOW") is entered into pursuant to and adopts and incorporates by reference the terms and conditions of the Master Services Agreement dated August 31, 2020, between the undersigned parties.

For Ocean Computer Group:

For City of Northfield and PD:

Signature

Signature

Name

Name

Title

Title

Date

Date

Change Order Requests and Approvals:

- Any Change orders must be listed here and approved by the representative listed on the Acknowledgement, or other duly authorized personnel.
- In the absence of any change requests being approved, work will be completed as described in the preceding statement of work.
- Change order request(s)-

GENERAL INFORMATION			
CO Number:	001	Revision Number:	
Create Date:		Revision Date:	
CO Title:			
Change Initiator: <i>(prepared by)</i>	Name:	Email:	Phone:
SCOPE OF CHANGE			
Reason for Change:			
Description of Desired Change:			
Effect of Change:			
	<i>In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost ; insert n/a if not applicable</i>		
	Schedule:	Cost	
		Cost to be paid by:	
SIGNATURE			
Signatures below imply acceptance of the change detailed above.			
		For Ocean Computer Group, Inc.	
Signature		Signature:	
Printed Name:		Printed Name	
Title:		Title:	
Date:		Date:	

Project Closure Document

Ocean Computer Group, Inc.
90 Matawan Road Suite 105
Matawan, NJ 07747

City of Northfield and PD
1600 Shore Road,
Northfield, NJ 08225

I. Document Summary

This document represents that Ocean Computer Group, Inc. has provided engineering services to City of Northfield and PD as stated in the Statement of Work that was presented at the beginning of this project. This document further states that all deliverables were completed to the satisfaction of the City of Northfield and PD

II. Acknowledgement

The City of Northfield and PD acknowledges that all work promised by Ocean Computer Group in the Statement of Work has been completed successfully and to their satisfaction and is now considered complete and closed.

For Ocean Computer Group:

For City of Northfield and PD:

Signature

Signature

Name

Name

Title

Title

Date

Date

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 59-2022**

TO ACCEPT LAND SALE BID FOR BLOCK 92, LOT 30

WHEREAS, the property identified on the Official Tax Map of the City of Northfield as:

<u>Block</u> 92	<u>Lot(s)</u> 30
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(hereinafter collectively the “Property”) is owned by the City of Northfield, is undeveloped, and is not needed for public purposes; and

WHEREAS, it is in the best interest of the City to sell such land to reduce liabilities; and

WHEREAS, Block 92, Lot 30 is less than the size required for development under the City of Northfield’s zoning ordinance; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13.2, the owners of real property contiguous to Block 92, Lot 30, were provided with notice of the anticipated sale and the opportunity to bid on Block 92, Lot 30 prior to public auction; and

WHEREAS, the City of Northfield did receive and open one bid as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Barry Cramer and Amber Lyston (block 92 lot 44)	\$501.00

THEREFORE BE IT RESOLVED that the bid received by Barry Cramer and Amber Lyston in the amount of \$501.00 is hereby accepted.

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 22nd day of February 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 60-2022**

AUTHORIZING THE SALE OF CITY OWNED LAND

WHEREAS, the property identified on the Official Tax Map of the City of Northfield as:

<u>Block</u>	<u>Lot</u>
92	31

(hereinafter the "Property") is owned by the City of Northfield, is undeveloped, and is not needed for public purposes; and

WHEREAS, it is in the best interest of the City to sell such land to reduce liabilities; and

WHEREAS, it is in the best interest of the City to advertise this land for public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13.1.

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

1. The Municipal Clerk and/or the City Solicitor are authorized, subject to the conditions set forth herein, to offer for sale by public auction all of the City's right, title and interest in and to the Property pursuant to the provisions of N.J.S.A. 40A:12-13.
2. As a condition of the sale, the minimum bid for the Property shall be as follows:

<u>Block</u>	<u>Lot(s)</u>	<u>Minimum Bid</u>
92	31	\$100.00

3. No bid less than the minimum amount set forth will be considered.
4. The Property being offered for public sale hereunder is not necessary for public municipal purposes and the best interest of the public shall be served in selling the Property by public sale to the highest bidder at or above the minimum price set forth in paragraph 2 above, with the Common Council of the City of Northfield reserving the right to accept or reject any and all bids or otherwise remove the Property from sale. The public sale shall take place at the Northfield City Hall, 1600 Shore Road, Northfield, NJ 08225 on a date and time to be established by the Clerk. Bids shall be received by the Municipal Clerk in accordance with procedures to be announced by the Municipal Clerk. A deposit by certified check, bank check or money order made payable to the City of Northfield in an amount not less than ten percent (10%) of the bid must be paid by the successful bidder at the time of the sale. The Clerk may by the

announcement made at the time and place scheduled for the public sale adjourn the sale to another date and time and such announcement shall be deemed adequate notice to all interested parties.

5. All bids shall be referred to the Common Council of the City of Northfield for review and final approval pursuant to N.J.S.A. 40A:12-13 and the City reserves the right to accept the highest bid or to reject any and all bids for the Properties. The deposits with respect to any unsuccessful bid and any rejected bid shall be returned.
6. The successful bidder shall be responsible for the cost of preparation of the deed of conveyance and any related documents for the transfer of title, not to exceed \$500.00. The balance of the purchase price, together with cost of preparation of the deed of conveyance and related documents for the transfer of title must be paid by certified check, bank check or money order made payable to the City of Northfield and provided to the Municipal Clerk within ten (10) days of the date of sale. The successful bidder shall be responsible for the recording of the deed and for the cost of such recording.
7. A bargain and sale deed without covenants shall be delivered at the Office of the Municipal Clerk on or before 45 days after the sale. The Mayor and Municipal Clerk are hereby authorized to execute said deeds and other conveyance documents and the City Solicitor is authorized to prepare such deeds and documents.
8. In addition to the terms and conditions set forth herein, the successful bidders agree to the imposition of the following conditions by the City:
 - a. In the event that the successful bidder fails to close title, the bidder agrees to forfeit to the City any and all monies deposited with the City.
 - b. The City does not warrant or certify title to the Property and in no event shall the City be liable for any damages to the successful bidder. If title is found defective or unmarketable for any reason, and the bidder waives any and all rights and damages and liens against the City, the sole remedy of the successful bidder shall be the right to receive a refund, prior to closing of title, of the deposit paid. It is the right of the successful bidder to examine title prior to closing. In the event of closing and a later finding of a defect of title, the City shall not be required to refund any money or correct any defect in title and shall not be held liable for damages. Acceptance of an offer to purchase shall constitute a binding agreement and the successful bidder shall be deemed obligated to comply with the terms and conditions contained herein.
 - c. The deed of conveyance shall be subject to all matters of record which may affect title, what an accurate survey would reveal, the Ordinances of the City of Northfield, and the reservation of an easement for all natural or constructed drainage systems, swales,

pipes, drains, inlets, waterways and easements, if any, on the land and a continued right of maintenance and flow thereof. The City shall be without obligation to provide access, public or private, or to provide any improvements.

- d. The deed will contain a covenant that neither the purchaser nor any future owner or potential developer of the lot may assert a claim against the City of Northfield based upon the inability to develop or use the lot including, but not limited to, a claim for inverse condemnation or damages of any kind.
 - e. The City makes no warranties whatsoever regarding said land and assumes no responsibility for environmental conditions, known or unknown, regarding said land. The bidder shall be responsible for the exercise of due diligence in determining the condition of the land, including but not limited to, the determination of any title conditions, environmental conditions, zoning and development restrictions and any other condition or restriction that might impact the use of the land.
9. The Municipal Clerk, the Mayor and the City Solicitor are authorized to prepare and execute any and all such documents and to take any and all such actions as may be required to affect the transactions set forth herein.
 10. The sale of such lands is subject to applicable New Jersey Law concerning the disposition of municipal real estate and all other applicable laws and ordinances of the State of New Jersey and the City of Northfield.
 11. All potential sales are subject to final approval by the Common Council of the City of Northfield.
 12. The City reserves the right to waive any and all defects, informalities and irregularities in any bid. The City further reserves the right to reject all bids in each instance where the highest bid is not accepted and to, in its discretion, re-advertise the Properties for sale. No bid shall be considered finally accepted until confirmed by the Common Council.

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 22nd day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Ryan Buccafurni has properly submitted an Application for Use of Facilities requesting use of the Boys Minor League Baseball Field on Sundays, February 23rd – September 1st, from 1pm until 5pm; and

WHEREAS, Mr. Ryan Buccafurni has presented this request on behalf of Baseball Performance Center, 10U Travel Baseball; and

WHEREAS, pursuant to Resolution No. 50-2022, the Common Council of the City of Northfield did previously authorize the use of the Boys Minor League Baseball Field by Northfield Little League, on all dates from March 1st through July 31st and August 15th through November 1st from 8am until 10pm; and

WHEREAS, Mr. Jason Yard, on behalf of Northfield Little League, has advised that that Sundays, February 23rd – September 1st, from 1pm until 5pm, may be deleted from his previously authorized use, and are therefore available.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Ryan Buccafurni 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, 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 22nd day of February, 2022.

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: Baseball Performance Center
18 News Care Pleasantville NJ 08232

Tell Us Who You Are / Description and Purpose of Organization: Coach + Father + DPT
who want to rent the fields in NF so our travel ball team
consisting of 7 NF residents + 4 NF coaches have a place to play
locally

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? \$ 600 per: Person Day Season * covers cost of uniforms + jerseys (other) jerseys

Name of Applicant / Responsible Party: Ryan Tubacca, DPT Title/Affiliation DPT

Home Address: 2100 Grove Rd Northfield NJ 08232

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

Name and Location of Facility(ies) Being Requested: Morris Field

For the Following Purpose: Baseball games + practice

on the Following Date(s): Feb 10 - Sept 1 2022 Sunday

Specify Hours of Use: From: 1pm To: 5pm Are Field Lights Requested? NO

*If Yes, Provide Dates / Times for Requested Light Use: None

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

of Participants per Date: 12/10 # of Participants who are Northfield Residents: 7/11

Will Juveniles be Present? Yes No If Yes, What Ages? 8, 9, 10

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

If Yes, Name of Municipality/ies: [REDACTED]

Date/s and Disposition of Request/s: [REDACTED]

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: Ryan Tubacca DATE: 2/1/22
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.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 62-2022**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Brian Smith has properly submitted an Application for Use of Facilities requesting use of the Softball Field Friday, May 5, 2022, from 3pm until 10pm for two Mainland Regional High School Softball games; and

WHEREAS, Mr. Brian Smith has presented this request on behalf of Mainland Regional High School Baseball of Linwood; and

WHEREAS, said approval requires the use of lights during some hours of play where it may be needed and fees shall be paid in accordance with Chapter 250 of the Municipal Code; and

WHEREAS, pursuant to Resolution No. 50-2022, the Common Council of the City of Northfield did previously authorize the use of the Boys Minor League Baseball Field by Northfield Little League, on all dates from March 1st through July 31st and August 15th through November 1st from 8am until 10pm; and

WHEREAS, Mr. Jason Yard, on behalf of Northfield Little League, has advised that that Friday, May 5, 2022, from 3pm until 10pm, may be deleted from his previously authorized use, and is therefore available.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Brian Smith is 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 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, 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 22nd day of February, 2022.

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: MCHS SOFTBALL
1301 OAK AVENUE, LINWOOD NJ

Tell Us Who You Are / Description and Purpose of Organization: WE ARE THE LOCAL NS
SOFTBALL TEAM WHO USES THIS EVENT TO RAISE CANCER AWARENESS DONATIONS
IN CONTRIBUTION AND WITH THE SUPPORT OF NORTHFIELD LITTLE LEAGUE

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? \$ _____ per: Person Day Season _____ (other)

Name of Applicant / Responsible Party: BRIAN SMITH Title/Affiliation HEAD COACH

Home Address: 104 CATHERINE PLACE NORTHFIELD NJ

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

Name and Location of Facility(ies) Being Requested: _____
SOFTBALL FIELD @ BGP

For the Following Purpose: ANNUAL PINK GAME VS O.C. - U + JV
on the Following Date(s): FRI. 5/6/22

Specify Hours of Use: From: 3 PM To: 10 PM Are Field Lights Requested*? Y

* If Yes, Provide Dates / Times for Requested Light Use: 5/6 FROM DUSK TIL END OF GAME @
10 PM

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

of Participants per Date: 50 # of Participants who are Northfield Residents: 10-12

Will Juveniles be Present? Yes No If Yes, What Ages? 14-18


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

If Yes, Name of Municipality/ies: _____

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:  DATE: 2/16/22
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. 63-2022**

**APPOINTMENT OF COLE LEEDS TO THE POSITION OF DEPUTY
MUNICIPAL EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, the Municipal Emergency Management Coordinator has recommended the appointment of Cole Leeds to the position of Deputy Municipal Emergency Management Coordinator; and

WHEREAS, the Municipal Emergency Management Coordinator has interviewed Cole Leeds and reviewed his credentials; and

WHEREAS, the Municipal Emergency Management Coordinator has recommended to Mayor Erland Chau that Cole Leeds receive compensation in the amount of \$1,000 per annum for the position of Deputy Municipal Emergency Management Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Northfield, that the appointment of Cole Leeds to the position of Deputy Municipal Emergency Management Coordinator, effective February 18, 2022, with per annum compensation in the amount of \$1,000.00 is hereby approved.

BE IT FURTHER RESOLVED, that compensation for the Deputy Municipal Emergency Management Coordinator shall be as separately set forth in the salary ordinance at \$1,000.00 per annum, shall be paid quarterly, and shall be pro-rated for calendar year 2022.

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 22nd day of February 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 64-2022**

**REPEALING AND REPLACING RESOLUTION NO. 37-2022 TO
CORRECT THE APPOINTMENT OF DEPUTY TAX ASSESSOR**

WHEREAS, on January 4, 2022 the Common Council of the City of Northfield adopted Resolution No. 37-2022, appointing a temporary Deputy Tax Assessor; and

WHEREAS, pursuant to N.J.S.A. 40A:9-148, all assessors, including deputy assessors, are appointed for four-year terms of office beginning July 1 following their selection, and therefore cannot be appointed on a temporary basis; and

WHEREAS, the Common Council of the City of Northfield desires to repeal Resolution No. 37-2022, and replace it in its entirety with Resolution No. 64-2022; and

WHEREAS, pursuant to N.J.S.A. 40A:9-146, the Common Council of the City of Northfield wishes to appoint William M. Johnson to the position of Deputy Tax Assessor; and

WHEREAS, in conformance with N.J.S.A. 40A:9-148, the appointment of the Deputy Tax Assessor shall be for the period January 4, 2022 – June 30, 2022 and then July 1 2022 – June 30, 2026; and

WHEREAS, compensation for the temporary Deputy Tax Assessor shall be \$55.00 per hour, and as separately set forth in the City's salary ordinance.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Reorganization Meeting of the Common Council of the City of Northfield, held this 22nd day of February 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 65-2022**

**AUTHORIZATION FOR INTERNAL JOB TRANSFER, FROM THE
POSITION OF SUBSTITUTE ADULT SCHOOL CROSSING GUARD TO
FULL TIME TECHNICAL ASSISTANT**

WHEREAS, the need exists to hire a full time Technical Assistant to the Construction Official, and

WHEREAS, the position was advertised to internal and external applicants, and interviews were conducted with interested candidates; and

WHEREAS, it is the recommendation of Business Administrator Mary Canesi, and Council President Polistina that internal applicant, City of Northfield Substitute Adult School Crossing Guard Jessica Obermayer, be selected for the position; and

WHEREAS, the position of Technical Assistant to the Construction Official is represented by the Government Workers' Union, Local No. 430 for White Collar Employees and Jessica Obermayer shall be entitled to the accrued leave and other benefits in accordance with what the collective bargaining agreement currently provides to other full time employees.

THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, that Jessica Obermayer be transferred to the position of full time Technical Assistant to the Construction Official effective February 23, 2022, and subject to the following:

1. Compliance with the Policies and Procedures of the City
2. Probationary period 90 days from date of hire

IT IS FURTHER RESOLVED that compensation for Jessica Obermayer shall be based on an annual salary of \$36,400. Said salary shall be separately set forth in the Municipal Salary Ordinance as required by NJSA 40A:9-140.10.

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 22nd day of February 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 66-2022**

**ADOPTING THE UPDATED ATLANTIC COUNTY MULTI-
JURISDICTIONAL PRE-DISASTER HAZARD MITIGATION PLAN**

WHEREAS, the Common Council of the City of Northfield recognizes the threat that natural hazards pose to people and property within City of Northfield; and

WHEREAS, the City of Northfield has worked with the County of Atlantic to prepare and update a multi-hazard mitigation plan, hereby known as the 2022 update of the Atlantic County Multi-Jurisdictional Natural Hazard Mitigation Plan, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Atlantic County Multi-Jurisdictional Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Northfield from the impacts of future hazards and disasters; and

WHEREAS, the Council of the City of Northfield is concerned about mitigating potential losses from natural disasters before they occur, and resolves to execute the actions in the Plan, and

WHEREAS, adoption by the Common Council of the City of Northfield demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Atlantic County Multi-Jurisdictional Natural Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Northfield that the City of Northfield hereby adopts the 2022 update of the Atlantic County Multi-Jurisdictional Natural Hazard Mitigation Plan.

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 22nd day of February 2022.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 67-2022**

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

WHEREAS, the City of Northfield is a party to the Lease attached hereto as Exhibit "A" wherein the City of Northfield leases a portion of Block 600.09, Lot 1 for the purpose of providing off-site parking for the property located at 200 Jackson Avenue, Northfield, New Jersey 08225; and

WHEREAS, the City of Northfield is now desirous of amending the Lease by way of the Lease Rider attached hereto as Exhibit "B";

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 Rider attached as Exhibit "B" 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 22nd day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

Exhibit A, Resolution 67-2022

LEASE

This Lease is made on September 1, 1993

BETWEEN the Tenant(s) **ALFRED J. BENNINGTON, JR.**

whose address is **200 Jackson Avenue, Northfield, N.J. 08225**

referred to as the "Tenant."

AND the Landlord(s) **JP RAIL, INC. T/A SOUTHERN RAILROAD OF NEW JERSEY
AND JOSEPH PETACCIO, Individually**

referred to as the "Landlords."

The word "Landlord" means each Landlord named above.

1. Property. The Tenant agrees to rent from the Landlord(s) and the Landlord(s) agree to lease to the Tenant the property known as that portion of Block 600, Lot 9 (strip of land fronting on Fuae Avenue and Jackson Aves., Northfield, N.J. approximately 153' along Fuae Avenue, by a point beginning 13' from the center of the railroad track and thence to the nearest edge of Fuae Avenue).

2.(a) Term. The term of this Lease is for twenty-five (25) years starting on September 1, 1993 and ending August 31, 2018.

(b) Option to Renew. The Tenant, his Successor(s) and/or Assign(s), shall have the sole option to renew this Lease for an additional twenty-five (25) years upon thirty (30) days notice, to Landlord(s), prior to the termination of the within Lease.

3. Rent. The Tenant agrees to pay ONE-THOUSAND (\$1,000.00) DOLLARS per year as rent, to be paid as follows: ONE-THOUSAND (\$1,000.00) DOLLARS per year due on the first day of September 1993 and each succeeding September first thereafter.

4. Use of Property. The Tenant may use the Property as a parking lot for such number of vehicles as may be permitted and allowed by the City of Northfield.

5. Eviction. If the Tenant does not pay the rent within 90 days after it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law.

6. **Quiet Enjoyment.** The Tenant may remain in/on and use the Property without interference subject to the terms of this Lease.
7. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.
8. **Condition of Property.** The Tenant examined the property and is renting the same in an "as is" condition.
9. **Tenant's Responsibilities.** The Tenant shall be responsible to obtain any and all permits and approvals necessary for such purpose(s) as set forth in Paragraph 4 herein.
10. **Improvements to Demised Premises.** The Tenant shall be responsible for any and all improvements that are required by the municipality and shall be responsible for maintaining said improvements at his sole cost and expense.
11. **Insurance for Demised Premises.** The Tenant shall obtain insurance naming the Landlord(s) as an additional insured for property and bodily injury in the sum of ONE-MILLION (\$1,000,000.00) DOLLARS. Failure to maintain the insurance coverage with the Landlord named as an additional insured, as well as maintaining the Property, shall cause a default under the terms hereof.
- 12(a). **Assignment of Lease.** The Tenant shall have the right to assign the within Lease to a third party, said assignment being restricted solely to such parties who shall purchase and/or lease the Tenant's building, located at 200 Jackson Avenue, Northfield, New Jersey, which property is located on the property adjacent to the demised premises herein or any interest therein.
- (b). **Right to Sublet.** The Tenant, or Tenant's Successor(s) and/or Assignee(s), shall also have the right to sublet a number of parking spaces to Mike McCracken, the owner of Mike's Deli, which is located next to the Tenant's building. This right to sublet shall run with the land in the event that Mike's Deli is either sold or leased or the Tenant's building is subsequently sold or leased.
13. **Cancellation and Revocation of Prior Lease(s).** By virtue of executing the within Lease, Landlord(s) and Tenants hereby revoke, cancel and discharge any and all previous Leases between Tenant and Landlord(s) Predecessors in Title including, but not limited to, a Lease dated December 1988 between Tenant and the prior owner(s) of the demised (subject) property. By executing this Lease, Landlord(s) hereby release and forever discharge any claim for past due rent, other monies due or other obligation due Landlord(s) from Tenant pursuant to the terms of the prior Lease between Tenant and Landlord(s) Predecessor in Title. (Previous owners.)

14. **Parties.** The Landlord(s) and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

15. **Entire Lease.** All promises the Landlord(s) has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

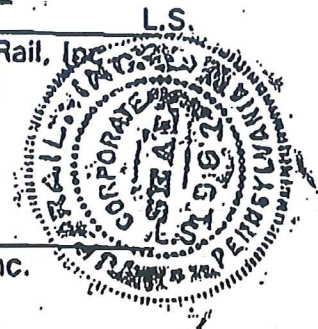
16. **Signatures.** The Landlord(s) and the Tenant agree to the terms of this Lease. This Lease is also made by a corporation, and thus the Landlord(s) warrants that they are the lawful owners of the subject property (the demised premises), that they have authority to enter into the subject Lease as to the demised premises and that its lawful corporate officers have signed the within Lease and its lawful corporate seal is affixed hereto.

WITNESSED OR ATTESTED BY:

JP RAIL, INC. T/A SOUTHERN RAILROAD OF N.J.

Margaret Petaccio

By: [Signature]
Joseph Petaccio, President, JP Rail, Inc.
T/A Southern Railroad, Landlord



[Signature]
Secretary, JP Rail, Inc.
T/A Southern Railroad, Landlord

[Signature] L.S.
Joseph Petaccio, Individually, Landlord

[Signature]

[Signature] L.S.
Alfred J. Bennington, Jr., Tenant

ASSIGNMENT OF LEASE

THIS AGREEMENT is entered into this 30th day of September 1999 by and between ALFRED J. BENNINGTON, JR. with address at 200 Jackson Avenue, Northfield, New Jersey (hereinafter called the "Assignor") and TIMOTHY PATRICK MAGUIRE and MICHELLE D. MAGUIRE, Husband and Wife with address at 824 W. Shore Drive, Brigantine, New Jersey (hereinafter called the "Assignee").

WHEREAS, Alfred J. Bennington, Jr. entered into a certain lease dated September 1, 1993 as tenant with JP Rail, Inc. t/a Southern Railroad of New Jersey and Joseph Petaccio, Individually (hereinafter referred to as "Landlord"); and

WHEREAS, the City of Northfield therein after purchased said property and became the Landlord pursuant to said Lease Agreement; and

WHEREAS, the Lease was for certain property known as a portion of Lot 9 in Block 600 as shown on the tax map of the City of Northfield, said property being approximately 153 feet long and fronting on Fuae Avenue at the intersection of Fuae Avenue and Jackson Avenue in said Northfield, New Jersey extending from a point approximately thirteen (13) feet from the center of the railroad track located adjacent thereto and extending to the nearest edge of said Fuae Avenue; and

WHEREAS, the term of the lease is for twenty-five (25) years starting on September 1, 1993 and ending on August 21, 2018; and

WHEREAS, Alfred J. Bennington, Jr. has the right to renew said lease for an additional 25 years upon thirty (30) days written notice to the Landlord prior to the termination of the above mentioned term; and

WHEREAS, the price for the same during the term of said lease and for any renewal period is One Thousand Dollars (\$1,000.00) per year which is due each and every year on the first day of September; and

WHEREAS, pursuant to said lease Alfred J. Bennington, Jr. has the right to sublet a portion of said lot to be used as parking spaces by Mike McCracken/Mike's Deli; and

WHEREAS, said Alfred J. Bennington, Jr. wishes to assign to Timothy Patrick Maguire and Michelle D. Maguire, all of his rights and responsibilities pursuant to said lease agreement; and

WHEREAS, in conjunction with the assignment of said lease, Timothy Patrick Maguire and Michelle D. Maguire are purchasing the property and office building owned by said Alfred J. Bennington, Jr. located at 200 Jackson Avenue, Northfield, New Jersey.

NOW, THEREFORE, with the parties understanding this agreement and having reviewed the same and for consideration which is deemed and acknowledged to be adequate, they do hereby agree as follows:

1. All the above recitals are incorporated into this section of the agreement as if fully set forth at length herein.
2. In consideration of the purchase price for the property and as part of, the purchase price, for the property located at 200 Jackson Avenue, in the City of Northfield, County of Atlantic and State of New Jersey, Alfred J. Bennington, Jr. assigns to Timothy Patrick Maguire and Michelle D. Maguire any and all rights described in the aforementioned lease agreement, as well as any rights and responsibilities pursuant to that lease for the unexpired term of said lease and any renewal terms thereof subject to Timothy Patrick Maguire and Michelle D. Maguire performing all of the terms contained in said lease agreement.
3. Timothy Patrick Maguire and Michelle D. Maguire will have the right to sublease any portion of the above described property to Mike McCracken or Mike's Deli pursuant to said lease agreement and further, have the right to assign said lease to any tenant or purchaser of the professional offices located at 200 Jackson Avenue, Northfield, New Jersey.
4. This assignment of lease shall be binding on all the parties hereto, and any of their successors, heirs, and assigns.
5. Alfred J. Bennington, Jr. indicates that he has not done or knows of no act whereby he would be prevented from assigning this lease pursuant to this agreement.
6. This agreement may be recorded by the parties.
7. Any dispute arising pursuant to this assignment or the


underlying lease shall be resolved in the Superior Court of New Jersey, Atlantic County and shall be governed by the laws of the State of New Jersey.

8. If any section, part or term in this agreement is ruled invalid by a competent Court of Law or other competent body with jurisdiction, the same shall be severed from this agreement and the remaining agreement shall remain in full force and effect.

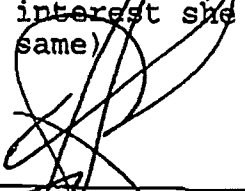
IN WITNESS WHEREOF, the parties do hereby sign below on the same date as above written.



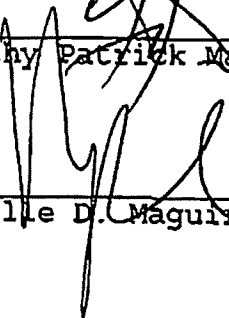
Alfred J. Bennington, Jr.



Donna P. Bennington (as to any matrimony interest she may have regarding same)

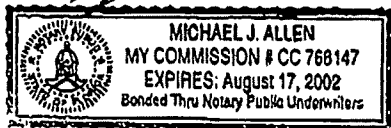


Timothy Patrick Maguire, Esq.



Michelle D. Maguire, Esq.

 9/30/99



BOARD OF ADJUSTMENT
CITY OF NORTHFIELD
COUNTY OF ATLANTIC
STATE OF NEW JERSEY

ALFRED J. BENNINGTON, JR.,)	
Appellant)	Case No. 8-90
vs.)	RESOLUTION AND JUDGMENT
BOARD OF ADJUSTMENT)	ON APPEAL
CITY OF NORTHFIELD)	GRANTING FINAL SITE PLAN APPROVAL
ATLANTIC COUNTY, NEW JERSEY)	

This matter having come on to be heard before the Board of Adjustment of the City of Northfield for hearing on March 8, 1990, and the Board having first determined that proper notice of this hearing had been provided to the adjacent property owners and to the general public according to law, and then having considered the testimony of the appellant, and the presentation of appellant's witnesses and appellant's attorney, Jack Plackter, Esquire, the Board has made the following factual findings:

1. Appellant is the owner of premises located at Block 117, Lot 32., and the Lessee of premises located at Block 600, Lot 9, Northfield, New Jersey.

2. Appellant is appearing before the Board of Adjustment to obtain final site plan approval on the two respective properties after receiving previous approvals for use variances and other types of variances.

3. Frank N. Bates testified that he is the architect and planner. He described the site plan for the proposed addition to the office building and indicated that by adding the stairway they had to reduce one parking space. He stated that one will be made a handicap parking space, leaving two regular spaces. He testified that across the street there is parking for 15 total spaces. Thus, there are a total of 18 spaces, with three on site and 15 across the street. He described the landscaping

and the lighting and testified that the building addition will be developed in a colonial style. He said that the site plan conforms to the ordinances with the variances that were previously granted and no new variances are needed. He testified that the third story will be used only for storage, that signs will be placed on the building similar to the signs that are currently there in each of the corners of the building, and agreed to the condition that on two signs be permitted to be placed on the building, limited in size, to the current signs that are on the premises. He then testified as to the parking across the street, showed pictures of a similar parking area in Somers Point, and testified that they have proposed 15 spaces. He stated that they have a storm inlet and perforated pipe to collect water for drainage. He stated that the building will have a total of 4,322 sq. ft., and that the original building had 2,021 sq. ft. and was required to have four parking spaces. The remaining 2,301 sq. ft. requires 11-1/2 spaces. Thus, a total of 16 spaces would be required. They have 18. He stated that they designed the parking for 90 degree turn-in, and also did a proposal for 45 degree parking, but that would only permit 11 spaces. He also showed a plan for 60 degree parking which would provide 13 spaces and with the other three across the street would be meet the ordinances.

4. Donna Frandino testified that she is an employee of the firm as the office manager. She stated that they now have eight people working there, and that the employees are not necessarily there all day. She stated that they may have three more people but that the parking that is proposed is more than adequate for the current employees and clients, plus anticipated future employees.

5. The applicant stated on the record his approval to the following conditions being made part of final site plan approval:

- A. A maintenance bond for maintaining the drainage in an amount to be determined by the Board Engineer.
- B. An estimate of site improvements.
- C. A performance bond.
- D. Soil conservation and erosion permit.
- E. Final approval of the Board Engineer.
- F. Annual maintenance program to the drainage system.
- G. Revising the site plans to show 60 degree parking and 13 parking spaces.

NOW, THEREFORE, BE IT RESOLVED AND ADJUDGED, by the Board of Adjustment of the City of Northfield the application to grant final site plan approval on applicant's property located at Block 117, Lot 32, Northfield, New Jersey, conditioned upon an estimate of site improvements, a performance bond, and final approval of the Board Engineer, and permitting two signs to be placed upon the building--one at each corner of the building, with the further condition that the signs be limited in size to those which are currently on the premises, pursuant to N.J.S.A. 40:55D-76 is granted.

This resolution has been approved by the Board of Adjustment of the City of Northfield by a roll call vote as follows:

DeLaurentis	Yes
Devlin	Yes
Dr. Hirschfeld	Yes
Lawless	Yes
Reich	No
Solt (Alt. No. 2)	Yes

BE IT FURTHER RESOLVED by the Board of Adjustment of the City of Northfield that the application to grant site plan approval on premises located at Block 600, Lot 9, Northfield, New Jersey, pursuant to N.J.S.A. 40:55D-76 is also granted.

BE IT FURTHER RESOLVED AND ADJUDGED by the Board of Adjustment that this granting of final site plan approval as to Block 600, Lot 9 is conditioned upon the following, which conditions the applicant has agreed upon:

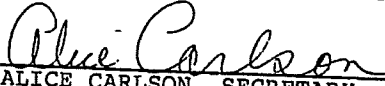
- A. A maintenance bond for maintaining the drainage in an amount to be determined by the Board Engineer.
- B. An estimate of site improvements.
- C. A performance bond.
- D. Soil conservation and erosion permit.
- E. Final approval of the Board Engineer.
- F. Annual maintenance program to the drainage system.
- G. Revising the site plans to show 60 degree parking and 13 parking spaces.

This resolution has been approved by the Board of Adjustment of the City of Northfield by a roll call vote as follows:

DeLaurentis	Yes
Devlin	Yes
Dr. Hirschfeld	Yes
Lawless	Yes
Reich	Yes
Solt (Alt. No. 2)	Yes


DR. NORMAN HIRSCHFELD, CHAIRMAN

The foregoing is a true copy of a resolution adopted by the Board of Adjustment of the City of Northfield at a meeting held on March 8, 1990 as copied from the minutes of that meeting.


ALICE CARLSON, SECRETARY
BOARD OF ADJUSTMENT
CITY OF NORTHFIELD

LEASE RIDER

SUBMISSION OF THIS LEASE RIDER

The submission of this document to the Tenant for review and consideration does not constitute an offer by either party and does not represent a memorialization of an oral agreement. This Lease Rider shall become effective only if and when it is signed and delivered by both parties.

EFFECTIVE DATE OF THIS LEASE RIDER: January 1, 2022

LANDLORD: City of Northfield
Address: Attn: City Clerk
1600 Shore Road
Northfield, New Jersey 08225

TENANT: _____
Address: _____

WHEREAS, Landlord and Tenant's predecessors in title are parties to the Lease ("Lease") attached hereto as Exhibit "A" wherein Tenant leases from Landlord a portion of Block 600, Lot 9 for the purpose of providing off-site parking for the Tenant's property located at 200 Jackson Avenue, Northfield, New Jersey 08225; and

WHEREAS, through this Lease Rider, Landlord and Tenant are now desirous of amending the Lease as follows:

1. **TERM:**
Length: Five (5) years
Beginning: January 1, 2022
Ending: December 31, 2027
2. **PREMISES RENTED (referred to at times as "Rented Space"):**
Landlord is leasing to Tenant certain space, known as a portion of Block 600, Lot 9, Northfield, New Jersey 08225 as graphically depicted and delineated on the sketch attached hereto as Exhibit "B".
3. **AGREEMENT TO LEASE AND PAY RENT:**
Landlord leases the Rented Space to Tenant for the term stated above. Tenant agrees to promptly pay the Rent and to otherwise perform all of its obligations as required in this Lease.
4. **RENT:**
 - A. The Rent for the term of the Lease shall be FIVE THOUSAND (\$5,000.00) DOLLARS. Tenant agrees to pay rent to Landlord in the amount of \$1,000.00 per year for the term. All rental payments are due on the first day of January each year, in advance.
 - B. All rents and other monies required to be paid by Tenant under this Lease shall be paid to Landlord without deduction or offset and without prior notice or demand, in lawful monies of the

United States of America, at Landlord's address set forth above, or such other place as Landlord may, from time to time, designate.

5. DELINQUENT RENTAL PAYMENT / BAD CHECKS:

In the event Tenant's full rental payment or additional rent is not received within five (5) calendar days from the date it is due, then Tenant will be obligated to pay a late charge of One Hundred and Fifty (\$150.00) Dollars per each five (5) day period that the rent remains unpaid in full, which shall be due from Tenant immediately upon demand. This charge shall be considered additional rent. In the event a check from Tenant is returned for insufficient funds, or otherwise "bounces", then Tenant will be obligated to pay a bad check charge of One Hundred and Fifty (\$150.00) Dollars which shall be due from Tenant immediately upon demand. This charge shall be considered additional rent.

6. COMPLIANCE AS ADDITIONAL RENT:

If Tenant fails to comply with any provision in this Lease, Landlord may do so (but is not obligated to do so) on behalf of Tenant. The Landlord may charge the cost to comply, including reasonable attorney's fees, to Tenant as additional rent. This additional rent shall be due from Tenant immediately upon demand. The non-payment of any additional rent by Tenant shall give the Landlord the same rights and remedies against Tenant as if Tenant fails to pay the Rent.

7. END OF THE TERM:

Tenant agrees that at the end of the Lease term and any renewal term, Tenant will leave the Rented Space clean and surrender and restore the Rented Space in as good condition as it was at the commencement of the Lease term.

8. SECURITY: INTENTIONALLY DELETED; NOT APPLICABLE.

9. USE OF RENTED SPACE:

Tenant shall only be permitted to use the Rented Space, on a non-exclusive basis, solely for off-site parking for the Tenant's property located at 200 Jackson Avenue, Northfield, New Jersey 08225.

10. NON-PERMITTED USES AND ACTIVITIES:

Tenant shall not be permitted to use the Rented Space for any use other than stated above. Tenant agrees that it will not use, or permit or suffer the use of, the Rented Space for any other business or purpose. In addition, Tenant agrees that it shall NOT allow the Rented Space to be used for any unlawful or hazardous purpose.

11. ACCEPTANCE OF RENTAL SPACE:

Landlord has made no representation or warranty concerning the Rented Space or its conditions, and no representations or warranty concerning the permitted use of the Rented Space. The Tenant has made its own inquiries and investigation and is satisfied with the physical and governmental permit condition of the Rented Space.

Tenant acknowledges that prior to entering into this Lease, Tenant has inspected the property and the Rented Space, or had the prior opportunity to inspect the Rented Space. Tenant acknowledges that it is entering into this Lease and will be taking possession of the Rented Space based solely on his inspection or right to inspection and is not relying on any oral statements or promises made by Landlord or anyone else. Tenant agrees and acknowledges that the Rented Space is in satisfactory condition and hereby agrees to accept the Rented Space in "AS IS, WHERE IS,

WITH ALL FAULTS” condition. Landlord is not obligated to make any improvements, installations or alterations.

12. MERCANTILE LICENSE:

Tenant shall be responsible, at Tenant’s expense, to obtain any and all necessary mercantile license and/or permits required by municipal or state governing authorities so that the Tenant can operate its business and use the Rented Space as intended, prior to taking possession. If Tenant is unable to obtain the required permits and licenses and therefore is not permitted to operate its business, Landlord shall have no liability to Tenant for any incidental, consequential or compensatory damages.

13. ASSIGNMENT OR SUBLETTING:

Tenant may not: a.) assign this Lease to any person, entity or firm; b.) sublet all or any part of the Rented Space; or c.) permit any other person or business to use the Rented Space, without the prior written consent of the Landlord, which can be delayed or withheld at Landlord’s sole discretion. Any attempted assignment or sub-let shall be null and void and shall constitute a material breach of this Lease.

14. QUIET ENJOYMENT:

Landlord agrees that if Tenant pays all the rent and complies with all obligations required of Tenant under the Lease and if Tenant is not in default under this Lease, then Landlord shall provide Tenant with undisturbed non-exclusive possession of the Rented Space for the term of this Lease, subject to the terms and provisions of this Lease.

15. REAL ESTATE TAXES: INTENTIONALLY DELETED; NOT APPLICABLE.

16. ACCESS TO PREMISES:

Landlord shall have access to the Rented Space without notice to the Tenant to a.) inspect the Rented Space; b.) make necessary repairs or improvements; c.) supply services, and d.) show it to prospective contractors or insurers. This shall not be construed as obligating Landlord to make any inspections or repairs. The Landlord may enter the Rented Space at any time without notice to the Tenant in the case of an emergency.

17. TENANT'S REPAIRS AND MAINTENANCE:

Tenant shall be responsible, at Tenant's expense, to:

- a) promptly comply with all laws, orders, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, or similar groups;
- b) maintain the Rented Space in good repair and appearance;
- c) make all necessary repairs to the Rented Space;
- d) keep and maintain the Rented Space in a neat, clean, safe and sanitary condition, free of all snow, ice, trash, debris and garbage;
- e) do nothing to destroy, deface, damage, or remove any part of the Rented Space;
- f) keep or use nothing in the Rented Space which is flammable, dangerous or explosive or which might increase the danger of fire or other casualty;

- g) promptly notify Landlord when there are conditions which need major repair;
- h) do nothing to destroy the peace and quiet of Landlord or persons in the neighboring properties;
- i) avoid littering;
- j) keep the Rented Space clear, unobstructed and free from snow, ice, and any material or substance that may present a tripping or slipping hazard; and
- k) remove all trash and garbage.

18. **LANDLORD'S MAINTENANCE: INTENTIONALLY DELETED; NOT APPLICABLE.**

19. **ALTERATIONS / IMPROVEMENTS:**

Tenant may not make any improvements or any changes or additions to the Rented Space without first obtaining the Landlord's prior written consent, which consent may be delayed or denied at Landlord's sole discretion. Any improvement, changes or additions made without the Landlord's prior written consent shall be removed by the Tenant on demand. The failure to so remove shall be a material breach of this Lease.

Landlord shall turn over non-exclusive possession of the Rented Space at the beginning of the Lease to Tenant with the Rented Space being in its existing condition.

20. **SIGNS:**

Tenant understands and agrees that no signs shall be permitted on the Rented Space.

21. **INSURANCE:**

Tenant shall obtain, pay for, and keep in effect during the term of this Lease and any renewal period, the following insurance:

- a) a comprehensive general liability insurance policy, in the amount not less than **\$1,000,000.00 per occurrence and \$3,000,000.00 aggregate**. Tenant agrees to furnish Landlord with a certificate from the insurance company providing this coverage in advance of Tenant's possession of the Rented Space. If Tenant fails to obtain this insurance for the term of this Lease and any renewal period, it shall be considered a material breach of this Lease. Also, if Tenant fails to obtain this insurance for the term of this Lease and any renewal period, Landlord is authorized to do so, at Landlord's option, in which event the premium will be charged to Tenant as additional rent, and payable by Tenant upon demand.
- b.) Worker's Compensation insurance with minimum statutory limits.

All insurance policies shall insure and name the Landlord as an additional insured, as its respective interest may appear. Tenant must provide Landlord with a copy of a duly issued Insurance certificate in conformity with the above provisions, PRIOR to taking possession and each renewal thereafter.

22. **LIABILITY OF LANDLORD AND TENANT/INDEMNIFICATION:**

Landlord shall not be liable for injury or damage to Tenant or to any person or property arising from Tenant's use or occupancy of the Rented Space. The Tenant shall be liable for any loss, injury or damage to Tenant or to any person or property caused by the act, omission or neglect of Tenant or the Tenant's agents, sub-tenants, servants, employees, customers, invitee, licensees or independent contractors or otherwise arising from Tenant's use or occupancy of the Rented Space. Tenant agrees to at all times to defend, hold harmless and indemnify Landlord from and against all actions, claims, liabilities, damages and expenses, including attorney's fees and costs, that may in any manner be imposed on or incurred by Landlord for any reason as a consequence of, or arising out of, any use of the Rented Space or out of any act, omission or neglect of the Tenant or the Tenant's agents, sub-tenants, servants, employees, customers, invitee, licensees or independent contractors.

Neither Landlord nor its agents, members and principals shall be liable for, and Tenant, in consideration of Landlord's execution of this Lease, hereby waives and releases all claims for loss of life, personal injury or damage to property or business sustained by Tenant, Tenant's sub-tenant or any person claiming through Tenant, resulting from any fire, accident, occurrence or condition in or upon the Rented Space. The foregoing waiver and release is intended by Landlord and Tenant to be absolute, unconditional and without exception.

23. DEFAULT, EVICTION, RE-ENTRY AND DAMAGES:

Any one or more of the following events shall be events of default under this Lease:

- a) Tenant shall fail to pay the rent or any additional rent or any other amount payable under this Lease when it is due and such failure continues for five (5) days;
- b) Tenant shall fail to perform or comply with any of the terms, covenants or agreements of this Lease and such failure continues for more than five (5) days;
- c) Tenant shall make a general assignment for the benefit of creditors, shall file a voluntary petition (or have an involuntary petition imposed by creditors) under the U.S. Bankruptcy Code, or the appointment of a receiver or liquidator;
- d) Tenant shall fail to obey any law, rule, code or regulation of any governing authority;
- e) Violation by Tenant of any Rule or Regulation established by Landlord;

In the event of Tenant's default, Landlord may terminate this Lease without any right in the Tenant to reinstate or cure by payment of any amounts due or by performance of any terms or conditions. In addition, Landlord will be entitled to any one or all of the following remedies:

- a) to evict Tenant and resume possession of the Rented Space by summary proceedings, an action in ejectment or by force or otherwise and dispossess or remove Tenant and other occupants and their effects and hold the Rented Space as if this Lease had not been made.
- b) re-enter and repossess the Rented Space, with or without notice to Tenant;
- c) lease the Rented Space;
- d) compensatory, incidental and consequential money damages; and
- e) such other remedies as may be available by law.

After eviction and re-entry by Landlord, Tenant shall remain responsible to pay rent for the remaining balance of the term. The parties expressly agree that Landlord shall not have a duty to mitigate damages by making efforts to re-rent the Rented Space.

The specified remedies to which the Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease.

Tenant shall be liable for all damages, losses and expenses, including attorney's fees and costs incurred by Landlord as a result of Tenant's violation of any provision of this Lease and as a result of any legal action commenced by Landlord or Tenant.

24. EMINENT DOMAIN:

If any part of the Rented Space is taken or needed by eminent domain, either party may cancel this lease on 30 days notice to the other. Landlord reserves the exclusive right to negotiate with the condemning authority with respect to any proposed award, and all damages and compensation paid for the taking under the power of eminent domain, whether for the whole or a part of the Rented Space, shall belong to and be the sole property of Landlord. The Tenant shall have no claim for the value of this Lease for the remaining part of the Term.

25. ENVIRONMENTAL PROVISIONS:

Tenant warrants and agrees that Tenant will not engage in operations at the Rented Space which will involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous waste" as the term is defined under N.J.S. 58:10-23.11 and such other state and federal legislation which define such terms.

Tenant warrants and agrees that Tenant will not engage in operations at the Rented Space which will result in, or which will increase the probability of, hazardous substances or hazardous waste being placed in or absorbed by the Rented Space or the surrounding soil or property.

Tenant shall indemnify, defend and save harmless the Landlord from all fines, suits, claims, clean-up obligations and liabilities and damages of any kind arising out of or in any way connected with any spill or discharge of a hazardous substance or hazardous waste at the Rented Space or surrounding areas.

26. NO ACCORD AND SATISFACTION:

Any acceptance by Landlord of an amount less than the full Rent due under this lease shall NOT be deemed to be other than a payment "on account" of the full amount due. No endorsement or statement on any check or correspondence accompanying any payment will be deemed an accord or satisfaction.

Landlord may accept any check or payment by Tenant without prejudice to the Landlord's right to recover the Rented Space and/or the remainder of any rent then in arrears and the Landlord may pursue any other remedy provided by this Lease or by law.

No acceptance by Landlord of any payment of Rent from Tenant shall be deemed a waiver of any of the obligations of the Tenant under this Lease.

27. NEGATION OF PERSONAL LIABILITY:

Landlord and its members shall not have any personal liability to the Tenant under any of the terms or conditions of this Lease.

28. **REALTOR INVOLVEMENT:**

Landlord and Tenant agree that no realtors or brokers were involved in bringing the parties together for this Lease and, as such, no commission is due to any realtor or broker under this Lease. Landlord and Tenant agree to indemnify and hold the other harmless from and against any claims by any real estate salesperson or broker or anyone else claiming entitlement to a commission arising out of this Lease.

29. **NON-RECORDING:**

This Lease shall not be recorded in any recording office. Any attempt to record this Lease by Tenant shall be unenforceable and shall constitute a material breach by Tenant under this Lease.

30. **CAPTIONS/ HEADINGS:**

The captions/headings appearing in this Lease are inserted only as a matter of convenience and do not in any way define, limit, modify or describe the intention of any of the provisions of the Lease.

31. **PARTIAL INVALIDITY / SURVIVAL:**

If any term, covenant or condition of this Lease or the application thereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of the Lease shall not be effected thereby and the remaining portions of the lease shall remain enforceable to the fullest extent permitted by law.

32. **BINDING EFFECT:**

All the terms, covenants and conditions contained in this Lease shall be for and shall inure to the benefit of the Landlord but this Lease shall not be binding upon Landlord's successors and assigns, unless such successors and assigns notify Tenant, in writing, that the Lease is being assumed. All the terms, covenants and conditions contained in this Lease shall be binding upon Tenant and his permitted successors and permitted assigns.

33. **CHANGES AND MODIFICATIONS TO LEASE:**

This Lease cannot be modified, altered, amended or changed, except by an instrument in writing duly signed and delivered by both Landlord and Tenant.

34. **NOTICES:**

All notices required under the terms of this Lease shall be given by personal hand-delivery or by mailing such notices by regular and certified mail, return receipt requested, to the address of the parties as shown at the beginning of this Lease Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

35. **NO WAIVER:**

Landlord's failure to enforce any covenant or agreement in this Lease shall not at any time be interpreted as a waiver by Landlord and it shall not prevent Landlord from enforcing the agreement or covenant at a later time and it shall not prevent Landlord from enforcing the agreement or covenant for any such violations occurring at a later time.

36. **GOVERNING LAW / JURISDICTION:**

This Lease is made in the State of New Jersey and shall be construed in accordance with the laws of the State of New Jersey. In the event of a dispute arising under this Lease or any other instrument or document ancillary to this Lease, the parties hereby agree that the exclusive

jurisdiction and venue in which the dispute shall be resolved is the Superior Court of New Jersey, Atlantic County.

37. ENTIRE AGREEMENT:

This written Lease constitutes the entire agreement between the parties and all prior or contemporaneous agreements, understandings and representations, whether written or oral, between the parties relating to the leasing of the Rented Space and this transaction are merged in and are superseded by this written Lease. There are no oral promises, conditions, representations, understandings or terms of any kind otherwise in effect between the parties that are not set forth in this written Lease agreement.

SIGNATURE: BY SIGNING BELOW, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND ITS MEANING AND AGREE TO ALL OF THE TERMS AND CONDITIONS.

WITNESS:

TENANT:

Date: _____

WITNESS:

LANDLORD:
City of Northfield

Erland Chau, Mayor

Date: _____

THIS LEASE AGREEMENT SHALL NOT BE BINDING UPON EITHER PARTY UNLESS SIGNED AND DELIVERED BY BOTH PARTIES.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 68-2022**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY,
AUTHORIZING EXECUTION OF VENDOR SERVICE AGREEMENT**

WHEREAS, it is recommended by the Atlantic County Joint Insurance Fund that the City of Northfield execute the Vendor Service Agreement attached hereto as Exhibit "A" for Cybersecurity and insurance reasons; and

WHEREAS, the City of Northfield is now desirous of executing the attached Vendor Service Agreement as recommended;

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 Vendor 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 22nd day of February, 2022.

Mary Canesi, RMC, Municipal Clerk

**Vendor Service Agreement (VSA)
Terms and Conditions**

These Terms and Conditions and the letter of understanding to engage D2 Cybersecurity (the "Engagement Letter"), and any subsequent amendments or addenda thereto, to which these Terms and Conditions are attached (collectively, the "Agreement") constitute the entire agreement between _____ ("Client") and D2 Cybersecurity regarding the services described in the Engagement Letter. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Engagement Letter.

I. Services

- A. **Services.** D2 Cybersecurity will provide the Services described in the Contract with the ACMJIF dated January 01, 2022, and will use all reasonable efforts to perform the Services in accordance with an agreed-upon timeframe. D2 Cybersecurity has every expectation that this engagement will be conducted by the D2 Cybersecurity professionals designated for this engagement. If for any reason any of those individuals are not able to complete this engagement, professionals with similar qualifications and experience will do so. Where any changes are necessary, D2 Cybersecurity will give Client reasonable notice of the changes.
- B. **Changes to Services.** Either party may request changes to the Services as set out in the Contract with the ACMJIF dated January 01, 2022. Changes must be requested in writing with sufficient detail to enable the other party to assess the impact of the requested change on the cost, timing, or any other aspect of the Services. Both parties agree to consider and, if appropriate, agree upon any changes. Any changes must be in writing and signed by both parties. Until a change is agreed in writing, the latest agreed terms and scope will apply.
- C. **Acceptance.** The passage of 15 working days without notice of non-acceptance by Client, or use by Client of the report or other documentation reporting to you our conclusions or results (each a "Deliverable"), will constitute acceptance by Client of the Deliverable. If a Deliverable is not accepted, the Client's notice must specify in reasonable detail the reasons that the Deliverable fails to meet the requirements described in this Agreement in all material respects. Upon receipt of such notice and confirmation by D2 Cybersecurity of the Deliverable's non-conformance with the requirements of this Agreement, D2 Cybersecurity will use commercially reasonable efforts to correct the Deliverable and upon such correction will re-submit the Deliverable to Client for review. Acceptance by Client will not be unreasonably withheld.
- D. **Ownership.** Client shall own the copyright in all written material originated and prepared for and delivered to the Client under this Agreement. However, D2 Cybersecurity may retain a copy of the Deliverables for internal purposes and to comply with project obligations. The ideas, concepts, know-how, techniques, inventions, discoveries, and improvements developed during the course of this Agreement by D2 Cybersecurity personnel, alone or in conjunction with Client personnel, may be used by D2 Cybersecurity in any way it deems appropriate, including without limitation by or for its clients or customers, without an obligation to account,

notwithstanding any provision in this Agreement to the contrary. D2 Cybersecurity is in the business of providing consulting services for a wide variety of clients and the Client understands that D2 Cybersecurity will continue these activities. Accordingly, nothing in this Agreement shall preclude or limit D2 Cybersecurity from providing consulting services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of materials, which might be delivered to the Client.

- E. ***Third Parties and Internal Use.*** Except as otherwise agreed, all services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between D2 Cybersecurity and any person or party other than you (a "third party"). This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the services provided by D2 Cybersecurity. In order to protect D2 Cybersecurity from any unauthorized reliance or claims, you further agree that, except as set forth in Section 3 of the "Responsibilities" section of the Engagement Letter, the services provided by D2 Cybersecurity shall not be distributed, made available, circulated, or quoted to or used by any third party without the prior written consent of D2 Cybersecurity. You agree to hold D2 Cybersecurity harmless from any claims or liability that may arise out of or result from D2 Cybersecurity complying with your request to disclose or share your information with third-parties.
- F. ***Confidentiality.*** D2 Cybersecurity agrees that all financial, statistical, marketing and personnel data relating to the Client's business, and other information identified as confidential by the Client, are confidential information of the Client ("Client Confidential Information"). The Client agrees that D2 Cybersecurity's proprietary software, tools and other methodologies and any other information identified as confidential by D2 Cybersecurity, are confidential information of D2 Cybersecurity ("D2 Cybersecurity Confidential Information"). Client Confidential Information and D2 Cybersecurity Confidential Information are collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, other than to D2 Cybersecurity subcontractors hired in connection with this engagement, if any, and to each other's employees on a need-to-know basis in connection with this engagement. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of D2 Cybersecurity, its subcontractors) of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein. D2 Cybersecurity and the Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this

Agreement for, any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party to the extent that this is required by valid legal or regulatory process, provided that (and without breaching any legal or regulatory requirement) the party to which the request is made provides the Disclosing Party with prompt written notice and allows the Disclosing Party to seek a restraining order or other appropriate relief. It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs D2 Cybersecurity to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in D2 Cybersecurity newsletters and publications and discussions with third parties regarding work opportunities.

II. Client Responsibilities

Client is responsible for implementing any of D2 Cybersecurity recommended changes to that internal control system. Client agrees to provide reasonable workspace, administrative support, and other support, which are necessary to perform the Services. Client agrees to perform in a timely fashion those tasks and provide the personnel agreed to by the parties. Client personnel assigned to work on matters related to this engagement will be qualified for the tasks for which they are assigned. D2 Cybersecurity's performance is dependent on Client carrying out its responsibilities as set out in this Agreement. Should Client fail to perform any of its obligations under this Agreement, D2 Cybersecurity shall not be responsible for any delay or other consequences due to such failure. You agree that in any circumstances wherein D2 Cybersecurity personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that Client's premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination.

III. Vendor Responsibilities

The activities undertaken to perform the Services are used on many networks all over the world for this type of testing exercise and the Service Provider warrants that the Services should not adversely affect the Client's computer systems in any way. But it is also understood by the Client that any local configuration to the Client's computer system is not known by the Service Provider.

IV. Fees and Payment

Joint Insurance Fund (JIF) for the Client shall pay D2 Cybersecurity the fees set forth in the Contract with the ACMJIF dated January 01, 2022.

Term and Termination

- A. **Term of Agreement.** This Agreement will apply from the commencement date stated in the Contract with the ACMJIF dated January 01, 2022. If D2 Cybersecurity commenced the performance of the Services prior to the execution of this Agreement, this Agreement shall nonetheless cover the performance of such Services. This Agreement will continue until the services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out elsewhere herein. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Limitation of Liability and Indemnification, Warranties, and such other provisions of this Agreement which by their nature are intended to survive.

V. Limited Warranties

D2 Cybersecurity warrants that the Services will be performed and supervised by qualified personnel. In the event that the Client identifies any D2 Cybersecurity employee that the Client believes is not qualified to perform the Services, Client may request that such employee be replaced on the engagement. Replacement of such employee(s) is the sole remedy available to Client for breach of this warranty.

VI. Limitation of Liability and Indemnification

In no event shall D2 Cybersecurity be liable to Client or any third party for any loss, damage, cost or expense attributable to any act, omission or misrepresentations by Client, its directors, employees or agents. In no event shall D2 Cybersecurity be liable to the Client or any third party, whether a claim be in tort, contract or otherwise for (a) any amount in excess of the \$3 million annual aggregate limit of D2's cyber insurance policy as required by the agreement or any addendum to which the claim relates or (b) any punitive, exemplary, or any third party lost profit or similar damages relating to or arising from the Services provided under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent acts of D2 Cybersecurity relating to such services. D2 Cybersecurity shall have no liability to Client arising from or relating to any third party hardware, software or materials ("Third Party Materials"), if applicable, including, but not limited to, the selection thereof or failure of such Third Party Materials to perform in accordance with specifications or any defects therein. Responsibility for the selection of Third Party Materials, and any performance or functionality issues, or defects therein, shall lie solely with the manufacturer(s) or supplier(s) thereof. Client agrees to indemnify and hold harmless D2 Cybersecurity and its personnel from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, relating to the Services under this Agreement.

except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of D2 Cybersecurity relating to such services.

VII. General

- A. **Entire Agreement.** This Agreement forms the entire agreement between the parties relating to the Services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral.
- B. **Non-Solicitation of Employees.** For the duration of the Assignment, and for 12 months after its termination or completion, Client will not employ or procure a third party to employ any D2 Cybersecurity employee who has taken part in the performance of the Services without D2 Cybersecurity's prior written consent.
- C. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to causes beyond its reasonable control.
- D. **Partial Invalidity.** If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- E. **Headings.** The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- F. **Independent Contractor.** D2 Cybersecurity, in furnishing services to the Client, is an independent contractor. D2 Cybersecurity does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations.
- G. **Waiver.** No waiver, delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.
- H. **Dispute Resolution.** Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty four (24) months after performance of our service for continuing clients and twelve (12) months for clients who discontinue their relationship with D2 Cybersecurity unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim. If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, except with respect to the nonpayment or collection of D2 Cybersecurity's fees, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant

to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in a court of competent jurisdiction as set forth in Section I of these Terms and Conditions. If there is a fee dispute you and D2 Cybersecurity agree to submit all fee disputes to resolution by arbitration in accordance with the rules of the American Arbitration Association. You waive the right to make counterclaims in the arbitration of such fee disputes and such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing

to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of New Jersey or the Federal District Court of New Jersey, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

Confirmation of Terms of Engagement

Client agrees to engage The D2 Cybersecurity, a division of AIP upon the terms of this service agreement, including the Terms and Conditions.

Client:

**Name of
Entity:**

Signature:

Name:

Title:

Date:

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 69-2022**

**AUTHORIZING AWARD OF CONTRACT FOR LABOR COUNSEL SERVICES
AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(1) AND
N.J.S.A 19:44A-20.5, ET SEQ.**

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

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), a contract for such services may be awarded without public advertisement for bids; and

WHEREAS, Blaney Donohue and Weinberg, P. C., submitted a proposal dated February 16, 2022 for the provision of Labor Counsel services, at an hourly rate of \$150.00; and

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

WHEREAS, Blaney Donohue and Weinberg, P. C., has completed and submitted a Business Entity Disclosure Certification which certifies that Blaney Donohue and Weinberg, P. C has not made any reportable contributions to a political or candidate committee in the City of Northfield, County of Atlantic in the previous one year, and that the contract will prohibit Blaney Donohue and Weinberg, P. C from making any reportable contributions through the term of the contract, and

WHEREAS, it is the recommendation of the Common Council of the City of Northfield that the proposal submitted by Blaney Donohue and Weinberg, P. C., 2123 Dune Drive, Suite 11, Avalon, New Jersey, indicating they will provide Labor Counsel services for the fee of \$150.00 per hour, be accepted; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with the firm Blaney Donohue and Weinberg, P. C., 2123 Dune Drive, Suite 11, Avalon, New Jersey as Labor Counsel for the City of Northfield, for the period of March 1, 2022 through December 31, 2022. hour for legal services as defined in the contract.

BE IT RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 02-20-155-200.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 22nd day of February, 2022.

Mary Canesi, RMC, Municipal Clerk