

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
MARCH 24, 2020**

**MEETING CALLED TO ORDER** by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 11, 2020.

**FLAG SALUTE**

**ROLL CALL:**

**Members of Council:** Dewees, Korngut, Madden, O'Neill, Smith, Utts, Perri

**Mayor:** Chau

**APPROVAL OF MINUTES** – March 10, 2020

**7:00PM PUBLIC HEARING**

- Street Opening Moratorium Hardship Exception Request, Block 154, Lot10, 41 East Oakcrest Avenue

**RESOLUTION**

**75-2020** A Resolution Ruling on a Request for a Hardship Exception from Road Opening Moratorium for Block 154, Lot10, 41 East Oakcrest Avenue

**COMMITTEE REPORTS HAVE BEEN SUSPENDED FOR THIS MEETING**

**MAYOR'S REPORT**

**CITY ENGINEER'S REPORT HAS BEEN SUSPENDED FOR THIS MEETING**

**PUBLIC SESSION/FIVE MINUTES PER SPEAKER**

**RESOLUTIONS**

All matters listed under the consent agenda are considered to be routine in nature, and having been reviewed by Council, will be enacted by one motion. Any item may be removed from the Consent Agenda at the request of any Council Member and if so removed, will be treated as a separate matter. Any items requiring expenditure are supported by a Certification of Availability of Funds.

The Executive Session of Council will be held at the end of the meeting, and we will come back in public session to make a comment for the record after the executive session has concluded. Any vote made on subjects discussed will be made in public.



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 75-2020**

**A RESOLUTION RULING ON A REQUEST FOR A HARDSHIP  
EXCEPTION FROM ROAD OPENING MORATORIUM FOR BLOCK  
154, LOT10, 41 EAST OAKCREST AVENUE**

**WHEREAS**, Irv Juffe of E.I. Homes (Applicant) has submitted a request for a hardship exception from the road opening moratorium currently in effect for Block 154, Lot10, 41 East Oakcrest Avenue

in the City of Northfield in accordance with the Code of the City of Northfield, Chapter 330, Section 15(b);

**WHEREAS**, the Applicant is seeking the exception so that natural gas can be provided by way of road openings to a single-family residence that exists on the property.

**WHEREAS**, the request for a hardship exception has been considered by the Council of the City of Northfield at a public hearing held on March 24, 2020; and

**WHEREAS**, at said public hearing, the Council for the City of Northfield heard and considered the proofs and sworn testimony of the Applicant; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council for the City of Northfield that the request for a hardship exception from the road opening moratorium for Block 154, Lot 10 located at 41 East Oakcrest Avenue in the City of Northfield submitted by Applicant is hereby granted expressly conditioned upon: (i) the applicant restoring the road opening in accordance with the applicable provisions of the Code of the City of Northfield; (ii) the applicant posting a performance bond in cash or a form acceptable to the Solicitor of the City of Northfield and in the amount recommended by the City Engineer for the City of Northfield.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 24<sup>th</sup> day of March 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 76-2020**

**AUTHORIZING REFUNDS OF OVERPAYMENT OF TAXES**

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

<b>REFUND TO</b>	<b>BLK</b>	<b>LOT</b>	<b>PROPERTY ADDRESS</b>	<b>REFUND AMOUNT</b>
Corelogic Real Estate Tax Service P.O. Box 961250 Fort Worth, Tx 76161-9887	19 19	3 3	2601 Leeds Avenue (2018) 2601 Leeds Avenue (2019)	\$749.95 \$763.62
<b>Total Amount of Refund:</b>				<b>\$1,513.57</b>

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

\_\_\_\_\_  
Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 77-2020**

**AUTHORIZING EXTENSION OF THE IMPOSITION OF LATE FEES  
FOR REGISTRATION OF DOGS AND CATS**

**WHEREAS**, Chapter § 97-6 of the City of Northfield Municipal Code calls for the assessment of an annual fee for registering dogs and cats within the City of Northfield; and

**WHEREAS**, the licensing shall be accomplished between January 1<sup>st</sup> and March 31<sup>st</sup> of each calendar year; and

**WHEREAS**, said chapter calls for a late fee in the event that said licensing is not accomplished before March 31st; and

**WHEREAS**, the City of Northfield regularly conducts a no-cost rabies vaccination clinic which was scheduled for March 21, 2020; and

**WHEREAS**, the rabies client has been canceled as a result of COVID-19 virus; and

**WHEREAS**, many of the residents avail themselves of said clinic each year; and

**WHEREAS**, the governing body is desirous of extending the time to license said dogs and cats to June 1, 2020 as a result of said cancelation; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Northfield that the late fee for the registering of dogs and cats is hereby extended to June 1, 2020. Said late fee to remain in full force and effect thereafter.

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 24<sup>th</sup> day of March, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 78-2020**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT  
WITH THE ATLANTIC COUNTY UTILITIES AUTHORITY FOR SOLID  
WASTE COLLECTION SERVICES**

**WHEREAS**, the Atlantic County Utilities Authority operates a recycling program, a vegetative waste composting facility, and a landfill for the disposal of solid waste serving the County of Atlantic; and

**WHEREAS**, the City of Northfield (hereafter, the City) wishes to enter into a contract with the Authority under which the Authority is to provide trash collection services for its residents; and

**WHEREAS**, N.J.S.A. 40:14B-49 empowers municipalities and municipal utilities authorities to enter into contracts for, the collection, disposal and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

**WHEREAS**, this contract is classified as services provided between governmental agencies pursuant to N.J.S.A. 40A: 11-5(2) and as such is exempt from the public bidding requirements of the New Jersey Local Public Contracts Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Northfield that the Mayor be and hereby is authorized to enter into a contract with the Atlantic County Utilities Authority, whereby the Authority will perform certain collection services for the 5-year period commencing April 20, 2020 and terminating April 5, 2021, and automatically extending for additional one-year periods until April 20, 2025, as set forth in the draft agreement, incorporated herein as Exhibit A.

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 24<sup>th</sup> day of March, 2020.

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Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 78-2020 - ATTACHMENT

**RESOLUTION 20-2-50: AUTHORIZES SHARED SERVICES AGREEMENT WITH THE CITY OF NORTHFIELD FOR TRASH COLLECTION SERVICES FOR A 5-YEAR PERIOD. THE AMOUNT OF REVENUE TO THE AUTHORITY FOR THE FIRST YEAR IS \$211,712.56.**

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ATLANTIC COUNTY UTILITIES AUTHORITY  
RESOLUTION 20-2-50

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT  
WITH THE CITY OF NORTHFIELD  
FOR SOLID WASTE COLLECTION SERVICES

WHEREAS, the Atlantic County Utilities Authority operates a recycling program, a vegetative waste composting facility, and a landfill for the disposal of solid waste serving the County of Atlantic; and

WHEREAS, the City of Northfield (hereafter, the City) wishes to enter into a contract with the Authority under which the Authority is to provide trash collection services for its residents; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and municipal utilities authorities to enter into contracts for the collection, disposal and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities.

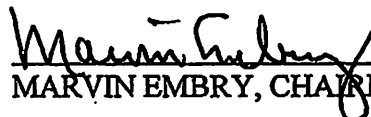
WHEREAS, this contract is classified as services provided between governmental agencies pursuant to N.J.S.A. 40A:11-5(2) and as such is exempt from the public bidding requirements of the New Jersey Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Atlantic County Utilities Authority that the President of the Authority be and he hereby is authorized to enter into a contract with the City of Northfield, in a form acceptable to the General Counsel of the Authority, whereby the Authority will perform certain collection services for the 5-year period commencing April 20, 2020 and terminating April 5, 2021, and automatically extending for additional one-year periods until April 20, 2025, as set forth in the draft agreement.

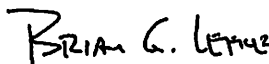
No certification of funds is necessary because this contract does not commit any funds of the Authority.

This resolution shall take effect only upon review and approval by the Atlantic County Executive pursuant to P.L. 1995, c. 91.

ATLANTIC COUNTY UTILITIES AUTHORITY

  
MARVIN EMBRY, CHAIRMAN

(SEAL)

  
BRIAN G. LEFKE, SECRETARY  
Date Adopted: February 20, 2020



**SHARED SERVICES AGREEMENT BETWEEN  
ATLANTIC COUNTY UTILITIES AUTHORITY  
AND  
CITY OF NORTHFIELD  
FOR SOLID WASTE COLLECTION SERVICES**

This agreement, made this 20th of February, 2020 by and between the City of Northfield, a municipal corporation of the State of New Jersey with principal offices located at City Hall, 1600 Shore Road, Northfield, New Jersey 08225 (hereafter, the **CITY**) and the Atlantic County Utilities Authority with offices located 6700 Delilah Road, Egg Harbor Township, New Jersey 08234 and a mailing address of PO Box 996, Pleasantville, New Jersey 08232-0996 (hereafter, the **AUTHORITY**),

**WITNESSETH:**

**WHEREAS**, the **AUTHORITY** operates a recycling program, a yard waste composting facility, and a landfill for the disposal of solid waste; and

**WHEREAS**, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the utilities **AUTHORITY**, which term includes recycling facilities; and

**WHEREAS**, the **CITY** and the **AUTHORITY**, by resolutions in the case of the **AUTHORITY** and Ordinance in the case of the **CITY** duly adopted by their respective governing bodies, wish to enter an agreement pursuant to which the **AUTHORITY** will provide the following services as set forth below;

**NOW, THEREFORE**, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. "Municipal solid waste" shall consist of "Type 10" solid waste as defined in N.J.A.C. 7:26-2.13(g)(l)(i) or any successor regulation governing the definition of municipal solid waste.
2. "Bulky waste" shall be defined, for purposes of this Agreement, as furniture, wood waste, textiles, carpeting (cut into four foot lengths) and other large items of waste material excluding construction debris and tires.
3. The **AUTHORITY** will provide all labor and equipment necessary to perform weekly solid waste collection throughout the **CITY** to residences and the locations listed on Appendix A. Residents will be permitted to put out three(3) bulk items per trash day per household. The **AUTHORITY** will not collect electronics and metal items as part of this agreement. Such services will be performed per the existing schedule. If the collection day falls on a national (Federal) holiday, the collections will be performed as scheduled with the exception of Thanksgiving, Christmas and New Year's Day.



4. Two(2) weeks per calendar year to be scheduled by the **CITY** and approved by the **AUTHORITY**, the **AUTHORITY** will perform a Spring and Fall Household Renovation Debris Collection whereby the **AUTHORITY** shall collect renovation debris from the **CITY'S** residents. During these scheduled special collection events, the **CITY'S** residents may place up to three (3) items/cans with household renovation debris at the curb for collection in addition to their regular trash for collection. The cans placed at the curb may not exceed 40 gallons in size and cannot weigh more than 50 pounds each. Prohibited items during this special collection includes: hazardous materials, such as paint, solvents, pool chemicals, flammable liquids, etc. Broken glass or items with sharp jagged edges shall be placed in a secure container to facilitate safe collection by **AUTHORITY** staff. This program is not open to contractors; contractors doing work on residential homes in the **CITY** are responsible for removing and disposing of construction debris and/or trade waste at their expense.

5. The **AUTHORITY** will forward statements to the **CITY** on or before the second week of each month for collections made the preceding month, and the **CITY** will pay all invoices within 60 days of presentation of the appropriate vouchers or other documentation necessary to process payment. All bills not paid within 60 days of presentation shall bear interest at the rate of 1 ½% per month (18% per annum) from the date of presentation until paid.

6. The **AUTHORITY** and the **CITY** will cooperate in the development of advertisements and press releases. The **CITY** shall take appropriate steps to advise residents of the following collection requirements, which must be met in order for the **AUTHORITY** to collect solid waste in the **CITY**:

- a. All solid waste should be placed curbside at least ten feet from traditional recyclables.
- b. All materials are to be placed at the curb by 7:00 a.m. on each collection day.

7. If an event beyond the control of the **AUTHORITY** prevents collection on any scheduled collection day, the **AUTHORITY** shall endeavor to notify the **CITY** as soon as practicable. The **AUTHORITY** shall make the collection on a later date.

8. The **AUTHORITY** shall not be responsible for any contaminated material; any material that is improperly packaged for collection, or any material that is not at the curb at the time the **AUTHORITY** collection vehicle passes the residence. The **AUTHORITY** shall not be required to make more than one pass for each residence on any collection day.

9. The **AUTHORITY** will carry appropriate general liability, auto, and workers' compensation insurance covering its activities and employees as designated by the **CITY**. The general liability and automobile insurance shall be in an amount with policy limits not less than one million dollars. The **CITY** shall be named as an "Additional Insured." Said insurance shall be primary to any insurance owned by the **CITY**. The Authority shall provide a certificate of insurance to the **CITY** prior to the commencement of this Agreement. Said certificate shall state that the insurance cannot be cancelled without at least 10 days written notice to the **CITY**. The parties acknowledge that the **AUTHORITY** is an independent contractor and not an agent of the **CITY** in

conducting activities hereunder.

10. The initial term of this Agreement is from April 20, 2020 to April 19, 2021. The **CITY** will pay **\$211,712.56** annually for this service. This fee will be adjusted if there is new construction of residential properties above 25 units. For each increment of 25 new residential properties to be collected under this agreement over and above the baseline amount set at 3,118, the **ACUA** will charge an additional \$1,600.00 per year. This agreement shall then automatically extend for additional periods of one year effective April 20, 2020 to April 20 2025 at an increase in cost not greater than the percentage increase in the CPI-U for the Philadelphia SMSA of October of the contract year over October of the preceding year. The **AUTHORITY** will advise the **CITY** of any cost revisions on or about December of each year. This Agreement may be terminated at any time by either party, with or without cause, by 90 days written notice to the other party.

11. The **AUTHORITY** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **CITY** it's governing body, it's officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, directly by reason of or in consequence of or in connection with any act or omission of the **AUTHORITY** in connection with it's rights and obligations pursuant to this Agreement. The **AUTHORITY** represents and warrants that it shall keep in force appropriate auto and general liability insurance coverage's for the duration of this Agreement and shall provide proof of same to the **CITY** upon request. The obligations of the **AUTHORITY** to indemnify the **CITY** under this Paragraph shall not be limited or defined by the terms or policy limits of any insurance. Similarly, the **CITY** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **AUTHORITY**, it's Commissioners, Officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them directly by reason of or in consequence of or in connection with any act or omission of the **CITY** in connection with it's rights and obligations pursuant to this Agreement. Notwithstanding the undertakings of this Paragraph, however, if either the **CITY** or the **AUTHORITY** shall be physically or legally prevented from performing their obligations under this Agreement, neither shall have any liability to the other for monetary damages.

12. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this Agreement shall be valid unless in writing and adopted by resolution or ordinance of the respective governing bodies of the **CITY** and the **AUTHORITY**.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year set forth above.

ATTEST:

CITY OF NORTHFIELD

\_\_\_\_\_  
BY:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

ATLANTIC COUNTY UTILITIES  
AUTHORITY

\_\_\_\_\_  
BRIAN G. LEFKE, Board Secretary

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD S. DOVEY, President

Dated: \_\_\_\_\_

## **APPENDIX A**

1. Otto Bruyns Library
2. Birch Grove Park
3. City Hall
4. City Public Works Garage
5. Fire Station #2 on Burton Avenue
6. Northfield Community School
7. Trash receptacles along the bike path
8. Trash receptacles at bus stops along Route 9 and Shore Road
9. American Legion

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 79-2020**

**AUTHORIZING REFUND OF OVERPAYMENT OF SEWER**

**BE IT RESOLVED** by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that a refund for overpaid sewer charges pursuant to the following is hereby authorized:

<b>REFUND TO</b>	<b>BLK</b>	<b>LOT</b>	<b>PROPERTY ADDRESS</b>	<b>REFUND AMOUNT</b>
Smith, Guy & Donna 541 Marita Ann Drive Northfield, NJ 08225	26	1	541 Marita Ann Drive	\$180.00
<b>Total Amount of Refund:</b>				\$180.00

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

\_\_\_\_\_  
Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 80-2020**

**RESOLUTION ESTABLISHING SALARIES FOR NON-UNION EMPLOYEES  
OF THE CITY OF NORTHFIELD FOR CALENDAR YEAR 2020**

**BE IT RESOLVED** by the Governing Body of the City of Northfield, that the following non-union positions be compensated at an annual salary as stated below:

Assistant Chief – Volunteer	1,569.67
Building Inspector	15,000.00
Business Administrator	10,000.00
Captain – Volunteer	1,213.53
Chief Financial Officer	22,137.53
Chief of Police	130,404.00
City Clerk	77,869.85
Construction Official	10,000.00
Council	8,633.00
Council President	9,392.00
Deputy Chief - Volunteer	2,031.32
Deputy Emergency Mgmt Coordinator	1,000.00
Deputy Municipal Clerk	40,635.98
Electrical Sub-Code Inspector	40.86 HR
Emergency Management Coordinator	3,500.00
Finance & Facilities Supervisor	51,891.25
Fire Chief - Volunteer	3,024.32
Fire Sub-Code Inspector	27.42 HR
Housing/Zoning Officer	46,097.68
Lt - Volunteer	514.43
Mayor	10,524.00
Payroll Specialist	22.69 HR
PB/ZB Secretary	8,000.00
Sewer Supervisor	3,367.43
Special Police	15.25 HR
Superintendent of Public Works	95,697.55
Use of Facilities/Event Coordinator	6,000.00

I, Mary Canesi, Municipal Clerk, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the Common Council of the City of Northfield, held this 24<sup>th</sup> day of March, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 81-2020**

**APPROVING A SIDEBAR AGREEMENT BETWEEN THE CITY OF  
NORTHFIELD AND GOVERNMENT WORKERS UNION LOCAL NO.  
430 FOR WHITE COLLAR EMPLOYEES, WITH RESPECT TO A  
RIDER FOR SAID AGREEMENT WHICH COVERS ADULT SCHOOL  
CROSSING GUARDS**

**WHEREAS**, the existing Agreement between the City of Northfield, Atlantic County, New Jersey and Government Workers Union, Local No. 430, for White Collar Workers is currently in force, and shall expire December 31, 2019; and

**WHEREAS**, the parties have agreed to the terms and conditions of a sidebar Agreement solely with respect to the Adult School Crossing Guards, who are covered under a Rider to said Agreement; and

**WHEREAS**, the parties agree that the terms of this Agreement will not establish any precedent, nor will this Agreement be used as a basis to seek or justify similar terms in any subsequent situation involving the Adult School Crossing Guards or any other member of any Government Workers Union.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Northfield, County of Atlantic and State of New Jersey, that the terms and conditions of an a sidebar Agreement solely with respect to the Adult School Crossing Guards, who are covered under a Rider to said Agreement, are hereby adopted, a copy of said Agreement being attached to this Resolution.

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 24<sup>th</sup> day of March 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 82-2020**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION  
NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH  
THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS  
ACT, N.J.S.A. 10:4-12b(7), REGARDING MATTERS FALLING WITHIN  
THE ATTORNEY-CLIENT PRIVILEGE**

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

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

**WHEREAS**, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(7), specifically an unfair practice charge filed by Government Workers Union against the City of Northfield on October 3, 2018, that alleges the City of Northfield engaged in unfair practices as defined by the NJ Employer-Employee Relations Act, NJSA 34:13A-1, et seq.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the City Council of Northfield, held this 24<sup>th</sup> day of March, 2020.

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Mary Canesi, RMC, Municipal Clerk