

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
OCTOBER 6, 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 and on October 3, 2020.

Pursuant to N.J.S.A. 10:4-8(b), this meeting will be live-streamed using Zoom conferencing service. Due to social distancing requirements related to Covid-19, members of the public are not permitted to attend in-person and may provide questions and comments using the following: To join Zoom Meeting <https://us02web.zoom.us/j/7638302147>; Meeting ID: 763 830 2147; One tap mobile +13126266799, 7638302147# US (Chicago) +16465588656,7638302147# US (New York) Dial by your location +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 301 715 8592 US (Germantown) +1 346 248 7799 US (Houston) +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) Meeting ID: 763 830 2147

FLAG SALUTE

ROLL CALL:

Members of Council: Dewees, Korngut, Madden, O’Neill, Smith, Utts, Perri
Mayor: Chau

APPROVAL OF MINUTES – September 15, 2020

7PM ORDINANCE PUBLIC HEARING

13-2020 An Ordinance of the City of Northfield, County of Atlantic, State of New Jersey, Releasing, Extinguishing and Vacating the Rights of the Public to a Portion of a Paper Street known as Spruce Avenue in the City of Northfield
*Second Reading / Public Hearing / Final Consideration
Published in the Press of AC 10/10/2020*

2019 BEST PRACTICES INVENTORY

COMMITTEE REPORTS

Councilman O’Neill - Inspections, Code Enforcement, Housing/Zoning; Court/Violations; FAN

Councilman Utts – Bike Path, 1st Street Playground, Veterans Park; Planning Board; Economic Development / Chamber of Commerce

Councilwoman Korngut – Technology/MRHS Channel; Library; Municipal Alliance; Shared Services

Councilman Dewees - Buildings/Grounds; Birch Grove Park;

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
OCTOBER 6, 2020**

Councilman Smith– Finance/Collections; Little League/Babe Ruth; Cultural Committee; Northfield Community School

Councilwoman Madden – Fire Department / EMS; Insurance and Safety, Mainland Regional

Council President – Public Works, Roads, Engineering, Sewer Operations, Senior Citizens

MAYOR’S REPORT

CITY ENGINEER’S REPORT

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.

- 157-2020** Authorizing the Execution of an Agreement between the County of Atlantic and the City of Northfield for Participation in the ‘Atlantic County Radio Network’
- 158-2020** Amending Resolution No. 91-2020, Recognizing Members of the Northfield Volunteer Fire Company
- 159-2020** Authorizing Refunds of Overpayment of Taxes

PAYMENT OF BILLS \$ 1,055,905.98

MEETING NOTICES

City Council	October 20th	6pm Work Session Regular Session immediately following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 157-2020**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
THE COUNTY OF ATLANTIC AND THE CITY OF NORTHFIELD FOR
PARTICIPATION IN THE 'ATLANTIC COUNTY RADIO NETWORK'**

WHEREAS, Law enforcement, Firefighting, Emergency Medical Services/ First Response and other agencies that serve similar public safety, security and civil preparedness functions require a regional communications network to carry out their missions effectively and safely; and

WHEREAS, to achieve these goals, various law enforcement, firefighting, EMS/ First Response and other agencies serving similar public purposes that operate in or around the Atlantic County region have agreed to participate in a regional communication system hosted by Atlantic County Government; and

WHEREAS, the Agreement has been reviewed by the City of Northfield Municipal Solicitor, and has been reviewed and endorsed by the Mayor of the City of Northfield, the City of Northfield Chief of Police, the City of Northfield Fire Department Chief, and the City of Northfield Emergency Management Coordinator.

THEREFORE, BE IT RESOLVED, that the Mayor of the City of Northfield be and is hereby authorized the execute the 'Atlantic County Radio Network 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 6th day of October, 2020.

Mary Canesi, RMC, Municipal Clerk

ATLANTIC COUNTY RADIO NETWORK AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2020, by and between: the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (the "County"), and, the City of Northfield, a municipal corporation of the State of New Jersey, with offices located at 1600 Shore Road, Northfield NJ 08225 (the "Participant").

BACKGROUND STATEMENT

Law enforcement, Firefighting, Emergency Medical Services / First Response and other agencies that serve similar public safety, security and civil preparedness functions require a regional communications network to carry out their missions effectively and safely.

An effective system must have reliable equipment, redundant regional capacity and regionally consistent governance to manage crowded radio frequencies and confidential communications.

The County and ACRN Participants desire to develop and maintain a regional system that would maximize the ability of each individual authorized user of these organizations to communicate with each other freely, with minimal disruption. It is also important for various agencies to have the ability to communicate with each other, particularly when situations require mutual aid and other joint responses.

A fragmented approach to radio communications would unacceptably interfere with effective regional communications and could jeopardize effective response to major events that require multiple agency action.

To address these issues, various law enforcement, firefighting, EMS / First Response and other agencies serving similar public purposes that operate in or around the Atlantic County region have agreed to participate in a regional communication system hosted by Atlantic County Government.

The County's regional system is referred to as the Atlantic County Radio Network (ACRN). The ACRN system seeks to provide the infrastructure and governance necessary to support a regional Public Safety /First Response system. The ACRN system includes various communication towers, hardware, software and support staff.

The County is currently completing upgrades to the system's hardware and software to enhance system capacity, redundancy and interoperability. The above named ACRN Participant is a user

of the exiting ACRN system and desires to continue to use the system, for the ACRN Participant's public purposes. The County desires to grant the ACRN Participant a more formal license to use and participate in the ACRN System, including the upgrades and improvements being performed by the County. The ACRN Participant agrees to accept the same, subject to the terms and conditions set forth below.

This Agreement has been authorized pursuant to Atlantic County Board of Chosen Freeholders Resolution No. _____ and by Participant Resolution No. _____.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the good and valuable promises exchanged by the parties and the benefits accruing to one another from this Agreement, the County and the ACRN Participant agree as follows:

1. INCORPORATION OF BACKGROUND STATEMENT:

The background information set forth above is incorporated herein by reference.

2. GRANT OF LICENSE:

The COUNTY hereby grants and reaffirms any prior grant to the ACRN PARTICPIANT and ACRN PARTICPIANT accepts for itself, its members, officers, agents and invitees this License to use and continue to participate in the ACRN System as described above, subject to the terms and conditions of this agreement.

The ACRN System is reserved for use by first responders, firefighters, law enforcement, civil defense, emergency response, public transportation and similar public purposes that are authorized by this Agreement. The ACRN shall not be used by any person or agency for any purpose not authorized in advance, in writing by the ACRN Administrator.

3. TERM:

This License shall have a term effective _____ 2020, and shall remain in effect for a period of SEVEN (7) YEARS, ending on _____ 2027, unless terminated sooner as provided below. At least 60 days prior to the expiration of the Term, the parties shall meet to discuss a renewal of this Agreement.

4. MUTUAL COOPERATION; NO INTERFERENCE WITH ACRN PARICIPANT'S AUTHORITY:

The undersigned ACRN Participant, as one of many authorized users of the ACRN System, and the County acknowledge and agree that an effective regional system requires cooperation and coordination among the various ACRN Participants. ACRN Participants will use the system in accordance with the rules and policies established by the ACRN Administrator,

and will work cooperatively with each other to maximize effective operation of the ACRN Network across the Atlantic County Region.

5. COUNTY UNDERTAKINGS:

The County shall continue to undertake measures to develop and implement infrastructure, policies and staffing to support a regional radio communications system. These undertakings include, but are not limited to:

- a. Accommodate the undersigned ACRN Participant's use of and access to the ACRN System in accordance with the terms of this agreement;
- b. Provide standards, policies and procedures through the ACRN Administrator to support a regionally integrated and effective communications network;
- c. Monitor and seek solutions to regional communication issues reported by ACRN Participants to the ACRN Administrator;
- d. Contract with a duly qualified provider of technical services as necessary to maintain the regional components of the ACRN System;
- e. Procure, operate and maintain the hardware and software necessary to support a county wide regional communications framework, which will be available to authorized ACRN Participants under the terms of this agreement;
- f. Procure and maintain in effect communication tower leases with third party providers, or county owned towers, as the County may deem most appropriate to accommodate ACRN operations;
- g. Procure and maintain facilities, equipment and staff necessary to operate and maintain the ACRN;
- h. Develop and implement procedures and requirements necessary to govern and administer use groups, including assignment of communication channels and acquisition / programming of radio equipment that will be used on the ACRN.

6. PARTICIPANT UNDERTAKINGS:

In consideration for the grant of this License, the ACRN Participant agrees that it shall:

- a. Purchase and maintain its own radios (subscriber units) and related equipment necessary to participate in the ACRN System as necessary for it to fulfil its radio communication needs;

- b. use the ACRN system out in accordance with the terms of this License. The ACRN Participant shall take appropriate measures to ensure that its individual members comply with the terms of this License,

7. ACRN GOVERNANCE:

UNAUTHORIZED ACCESS TO THE ACRN SHALL NOT BE PERMITTED. If an unauthorized subscriber unit attempts to gain access to the ACRN, the ACRN will take action to block access and disable the unit. The County reserves the right to terminate access / prohibit further access to any user who, in the County's judgment, has willfully violated ACRN governance rules and procedures.

ACRN Participant acknowledges that its use of the ACRN is subject to management and administration of the ACRN by the Atlantic County Department of Public Safety through its Radio Network Administrator.

Notwithstanding the foregoing, so long as the Licensee uses the system in accordance with the terms and conditions of this License, the Radio Network Administrator shall not take any action which will negatively affect or impact the operational and legal integrity of the Licensee's performance of its functions and duties.

8. ACRN PARTICIPANT RADIOS:

- a. Authorized Radios. The ACRN Participants have agreed and continue to agree to procure, accept and use only radios that are designed for use on the ACRN and comply with requirements mandated by the ACRN Administrator, based on a P 25 Phase 2 800 Mghz system. All radios purchased or otherwise procured for use on the ACRN must be purchased or procured through a qualified, manufacturer authorized dealer, as determined by the ACRN Administrator.

A radio personally purchased by an individual will not be permitted to access the ACRN.

The ACRN Participant will not cause or permit use of radios that have not been procured from a manufacturer authorized dealer or which are deemed not compatible with the ACRN by the ACRN Administrator.

- b. Maintenance/Programming. The ACRN Participant is responsible for the maintenance and repair of its radio equipment, including but not limited to portable radios, mobile radios, and console equipment. All repairs shall be made through a manufacturer authorized repair facility. The ACRN Participant shall develop procedures, in consultation with the County, for ongoing maintenance and operation of all ACRN Participant Radios and any other ACRN Participant communications equipment. This

includes retention of a duly authorized technical support service provider (or qualified in house staff) to ensure that radios and any other ACRN Participant equipment remain compatible with the ACRN.

Subscriber unit programming must be consistent with ACRN requirements.

- c. **User Training.** The ACRN Participant shall arrange adequate training for its authorized radio users, and shall conduct periodic updated training as needed to ensure that its authorized users are familiar with subscriber unit operations, functions and ACRN System policies and procedures.
- d. **No Unauthorized System Access** - if programming / reprogramming of subscriber units is necessary, the ACRN Participant shall utilize a manufacturer authorized, duly qualified and vetted vendor who is deemed acceptable by the ACRN Administrator. No access to or use of the system by any technician / programmer will be permitted without prior approval by the ACRN Administrator.

9. NO ASSIGNMENT, SUB LICENSING OR PROVING ACRN ACCESS TO ANY OTHER PARTY:

Any party desiring to access the ACRN System shall submit a written request directly to the ACRN Administrator. The requestor shall be required to execute a copy of this written agreement, be bound by its terms and conditions, and will be required to provide insurance coverage in types and amounts deemed acceptable by County Counsel.

All ACRN Participants are prohibited from assigning, subleasing / sub licensing, selling, and sharing or in any other way allowing any other party to gain access to the ACRN system. The ACRN PARTICPIANT shall not assign, transfer, sublicense, lease, sell, share or allow access to the ACRN System or any portion thereof by any other party, for any purpose.

This prohibition includes any department, division, office, agency, subdivision, authority, or other entity associated with the ACRN Participant which has not been specifically authorized in advance, in writing to use the ACRN System by the ACRN Administrator.

10. NO INTERFERENCE WITH THE COUNTY SYSTEM OPERATIONS:

The operations and activities undertaken by the ACRN PARTICPANT shall be performed, operated and maintained in a manner that shall not (in the reasonable opinion of the ACRN ADMINISTRATOR) cause any interference with or impose any limitation upon, or any damage to the ACRN System (including fixtures or equipment), or with other duly authorized ACRN Participants' use of the ACRN System, or which shall otherwise interfere with County operations or interests.

11. NO ALTERATIONS OF THE ACRN:

The ACRN PARTICPIANT shall not renovate, alter, modify, damage or otherwise interfere with any component of the ACRN. The ACRN PARTICPIANT shall not install, renovate, alter, damage or otherwise make any changes to any other software, fixtures, equipment, or other components of the ACRN system.

12. CONFIDENTIALITY OF ACRN PARTICIPANT'S RADIO PROGRAMMING AND ACRN SYSTEM OPERATIONS:

ACRN considers programming of ACRN Participant Radios / subscriber units and operational programing, database and procedures of the ACRN System to be confidential law enforcement and public safety matters. ACRN Participants shall not divulge any ACRN programming or database information in any way to any entity or person, except as may be specifically authorized and directed by the ACRN Administrator in advance, in writing.

13. DESIGNATED LIAISONS:

The ACRN Participant shall appoint two Liaisons (a primary and secondary liaison) who will have the sole authority for the ACRN Participant to address technical and other operational issues with the County ACDN Administrator, including but not limited to requests for radio programming or database changes. The appointed Liaisons shall also be required to participate in ACRN user's group activities and meetings.

14. COST TO ACRN PARTICIPANT:

- a. All ACRN Participants shall be responsible for costs associated with connection of System Console equipment, or Telephone (TI) Connections necessary for data connectivity to the ACRN. ACRN Participants shall also be responsible to pay the authorized vendor any fees for the proper connection of the above, along with procurement and maintenance of ACRN Participant radios and other ACRN Participant fixtures and equipment.
- b. User Fees. Fees payable to the County are generally assessed in accordance with the requirements of the Atlantic County Code, Chapter 73, Article 5. There shall be no user fee assessed for use of the ACRN System by public safety agencies of municipalities located within Atlantic County that have been authorized to participate in the system by the ACRN Administrator.

15. MUNICIPAL NETWORK ACCESS PRIORITIES:

The ACRN Administrator shall be responsible for establishing and maintaining ACRN System access level priorities

ACRN Participant shall operate its system and equipment in a manner that complies with the system access level priorities and related guidance established by the ACRN Administrator.

16. COMPLIANCE WITH ALL LAWS:

The County shall be responsible to obtain and maintain any permit or license necessary for the County's operation of the ACRN.

The ACRN PARTICIPANT shall be solely responsible for obtaining any and all governmental permits, approvals, or other consents that may be necessary for its participation in the ACRN. The ACRN PARTICIPANT shall utilize the system in conformance with all applicable Federal and State law and regulations.

17. NO WARRANTIES:

The County is granting permission to use the ACRN System as an accommodation to the Licensee, to assist and support the Licensee's public purposes. The Licensee accepts permission to use the ACRN System, and acknowledges that the County offers no express or implied warranties of any kind.

18. ACCEPTANCE OF RESPONSIBILITY:

ACRN Participant agrees to and accepts full responsibility for the acts, negligence and/or omissions of all its employees and agents related in any way to the Participant's use of the system.

The County agrees to and accepts full responsibility for the acts, negligence and/ or omissions of all its employees and agents related in any way to tasks assigned to the County as set forth in this agreement.

19. INDEMNIFICATION:

- a. The ACRN Participant for itself, its contractors, subcontractors, agents, employees, officers and invitees to ACRN system (collectively, the ACRN Participant) hereby covenants and agrees to indemnify, defend, protect and save and hold harmless the County, its successors and assigns, its directors, officers, contractors, agents, employees, servants or any of them (collectively referred to as the County), from and against any and all claims when made for any and all losses, injuries, damages, suits, claims, fines, penalties, costs and expenses whatsoever, which the County may directly or indirectly suffer, sustain, or be subject to, or be held liable for in any way connected with or growing out of any negligent or wrongful action or omission attributable to the ACRN PARTICIPANT.

- b. Nothing in this Agreement shall be deemed to confer upon any third person any right or claims against the ACRN Participant or against the COUNTY, or any of their successors and assigns, directors, officers, contractors, agents, employees or servants arising from or related to this Agreement or participation in the ACRN System. Nothing herein shall be deemed to waive or limit any defense or immunity available to the County or to the ACRN Participant or any of their successors and assigns, directors, officers, contractors, agents, employees or servants that may be available at law or in equity, including any immunity arising under the NJ Tort Claims Act against claims made by any other parties.

20. TITLE TO ACRN SYSTEM EQUIPMENT - NO LIENS OR ENCUMBRANCES:

The ACRN Participant shall not have any ownership interest in the fixtures, equipment, software or hardware or other components of ACRN System that are owned by the County. Execution of this Agreement and granting of this License does not create any lease, agency or partnership relationship between the parties. The ACRN Participant shall not create or permit to be created or to remain, and shall discharge, or cause to be discharged, any lien, encumbrance or charge, including any mechanic's lien or other claim which might be or become a lien, encumbrance or charge upon any County property that is part of the ACRN System.

21. BINDING EFFECT:

This Agreement herein shall apply to and bind the parties and the heirs, legal representatives, successors and assigns of the Parties.

22. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any claims arising from or connected with this permit shall be adjudicated within the Superior Court in Atlantic County.

23. DEFAULT AND TERMINATION:

In the event that either party shall fail or refuse to perform any of their material obligations, or otherwise be in default under this agreement then the non-defaulting party may proceed with all available legal and equitable remedies; provided, however, that the non-defaulting party shall first give the defaulting party written notice setting forth the facts which allegedly constitute a default, along with an opportunity to cure the default, within a time period which shall be reasonable under the circumstances (which, in no event, shall exceed thirty days). The exercise or the beginning of the exercise of any right or remedy shall not preclude subsequent or simultaneous exercise of the same or any other right or remedy.

Notice and an opportunity to cure shall not prohibit an application for emergent relief to protect public safety and welfare, to the extent permitted by law. Failure to comply may result in the loss of use for one or all radios, depending on the nature of the violation.

In addition to any other right or remedy, in the event that an ACRN Participant fails or is unwilling to perform as set forth herein resulting in a default which, in the opinion of the County, is material and significant, the County may terminate the ACRN Participant's right to use the ACRN System. Termination shall be effective within 30 days after the County's issuance of a notice of termination, or on a sooner date if warranted by conditions which, in the County's judgment, constitute an emergency risk to public safety or the safety of other system users.

24. WAIVER:

Any waiver by either party under this Agreement or of any breach by the other party shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said right arose or said breach occurred

25. NOTICE:

Notice provided herein shall be sufficient if sent by certified mail, return request, postage prepaid for ACRN Participant:

and for the COUNTY:

In addition, any event which requires notice on an emergent basis shall be provided by phone and text, by contacts that will be established by the County and ACRN Participant.

26. ENTIRE AGREEMENT:

This Agreement, along with the attached Exhibit A, contains the entire agreement between the parties. All understandings and agreements between the parties are merged into this Agreement.

27. SEVERABILITY:

Each term and provision contained in this Agreement shall be construed to be an independent covenant and provision. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remainder of this Agreement shall not be affected. All other terms and provisions of this Agreement shall be enforced to the extent permitted by law.

28. AGREEMENT MODIFICATION:

This agreement may only be amended in writing with the approval of the County and the ACRN Participant.

IN WITNESS WHEREOF, the parties have duly signed and sealed this agreement as of the date written above.

ATTEST:

City of Northfield:

Mary Canesi City Clerk

Erland Chau, Mayor

ATTEST:

COUNTY OF ATLANTIC:

Sonya G. Harris,
Clerk Board of Chosen Freeholders

Dennis Levinson, County Executive

ACRN PARTICIPANT

APPROVED AS TO FORM:

James Ferguson, County Counsel

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 158-2020**

**AMENDING RESOLUTION NO. 91-2020, RECOGNIZING
MEMBERS OF THE NORTHFIELD VOLUNTEER FIRE COMPANY**

IT IS HEREBY RESOLVED that Resolution No. 91-2020 amending the members of the City of Northfield Volunteer Fire Company, adopted April 28, 2020 by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, be and is hereby amended to remove Eugene Mason, Kaleb Sanchez and Adrienne Sellitsch, and add Ryan Clark effective September 14, 2020:

BE IT FURTHER RESOLVED that the current list of members of the City of Northfield Volunteer Fire Company as of September 14, 2020 shall be memorialized as follows:

Arsenault, Cole	Badger, Cindy
Carey, Louis	Chau, Erland
*Clark, Ryan	Cummings, Bruce
Cummings, Bruce Jr.	Cummings, Jason
Flaherty, Brian	Foltz, Brad
Gitsas, Adam	Goodman, Scott
Hackett, Edward	Hickey, Daniel
Kerlin, Kirk	Lamaina, Ethan
Lamaina, Joseph Jr.	Leeds, Bill
Leeds, Cole	Leeds, Robert
Lichtenberger, Lee	Martinelli, Henry
Morey, Donald Michael	Morey, Kevin
Morey, Thomas	Ordille, John
Pendlebury, John	Pepek, Martin
Scalise, Nicholas	Schaech, Charles
Shenkus, Eric	Sickler, Derrick
Sullivan, John III	Swartz, Robert
Wallace, Michael	

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 6th day of October, 2020.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 159-2020**

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:

Refund To	Blk	Lot	Property Address	Refund Amount
2701 New Road LLC P.O. Box 159 Northfield, NJ 08225	21	3	2701 New Road	\$757.16
Weiss, Peter C. & Tuccio, Andrea A. 301 N. Somerset Avenue Ventnor, NJ 08406	153	17	38 E Oakcrest Avenue	\$2,849.03
Cedar Holdings Associates c/o Carluccio Coal Fire Pizza 1200 New Road Northfield, NJ 08225	108	1	1200 New Road	\$2,611.05
Andon LLC 110 East Yorkshire Avenue Northfield, NJ 08225	89	8	5 Forrest Drive	\$119.31
Cape Atlantic Realty & Gibson, Lynn L 327 Central Avenue Linwood, NJ 08221	82	33	2330 Shepherd Drive	\$1,621.58
Maihan LLC 1500 Franklin Blvd Linwood, NJ 08221	17	6.01	333 Tilton Road	\$8,191.88

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 6th day of October, 2020.

Mary Canesi, RMC, Municipal Clerk

ENGINEER'S REPORT

ENGINEERING MEMORANDUM

TO: Mayor and City Council, City of Northfield
1600 Shore Road
Northfield, NJ 08225

FROM: Rami Nassar, PE, PP, CME 
Schaeffer Nassar Scheidegg Consulting Engineers, LLC (SNS)

SUBJECT: Engineers Report for October 6, 2020

DATE: October 2, 2020

PROJECTS:

NF13-00 Atlantic County Improvement Authority (ACIA) Redevelopment Initiative Grant

The ACIA Grant will establish Redevelopment Initiative for the City of Northfield, previously an application was submitted to ACIA, the County Requested additional information, our office submitted the information back in 2019, **Waiting on the ACIA's response.**

NF13-03 South Jersey Gas (SJG) High Pressure Gas Main Infrastructure Program

For the past 5 years the South Jersey Gas Company worked on upgrading their infra structure throughout the Municipality, most of the work was finished last year. We are working with the Contractor to scheduling the Cedarbridge repaving, the entire road will be paved from Rt. 9 to approximately 50' beyond the bike path. (5-22-2020) South Jersey Gas Company complied with the Court Order to repave full width 64' section of Broad Street due to their violation of the Municipal Ordinances regarding street under moratorium. (7-10-2020) I met with the Contractor for S.J. Gas Company to mark the limits of pavement restoration along Cedarbridge Road between Rt. 9 and pass Wabash Ave. the restoration should be completed by Mid-August. (8-7-2020) Cedarbridge Road restoration was completed last week. **Nothing new to report.**

NF13-00 Catherine Place and Flow Issues with ACUA

I received the pipe inspection report form the ACUA for the gravity system in the Municipality, the existing sewer mains were lined approximately 15 years ago, only few area were damaged and the contractor repaired these area, according to the report, ground water infiltration was minimal. **Nothing new to report.**

NF13-30 Reconstruction of Cresson Avenue (Municipal Aid Fiscal Year 2017)

The project has been completed, inspected and accepted by the NJDOT representative; the municipality submitted the request for the final payment. We have received a letter from the NJDOT requesting additional information before the final payment is processed, I am working with Dawn Stollenwerk, CFO to get all the requested documentation re-submitted. Final payment from NJDOT was issued. **PROJECT IS CLOSED OUT.**

NF13-38 Reconstruction of Walnut Avenue (Municipal Aid Fiscal Year 2018)

The project has been completed, inspected and accepted by the NJDOT representative; the municipality submitted the request for the final payment. We have received a letter from the NJDOT requesting additional information before the final payment is processed, I am working with Dawn Stollenwerk, CFO to get all the requested documentation re-submitted. Final payment from NJDOT was issued. **PROJECT IS CLOSED OUT.**

NF13-39 2018 Local Road Paving Program

This project includes Juniper Avenue, Park lane Avenue, Herzel Avenue, Portion of Second Street, Portion of Burton Avenue, Ireland Avenue, Infield Avenue, Portion of Fuae Avenue, Marita Ann Drive and Portion of Evergreen Avenue. The project is substantially completed, the contractor must satisfy all the punch list items before final payment is approved (\$65,500 balance on the contract). We anticipate most of the items to be completed in March 2020. (5-8-2020) Waiting to get the schedule from the contractor. (7-10-2020) we have the final change order on the agenda for Council's approval, also I me with the Contractor to review the punch list items in the work should be completed by the end of July. (8-7-2020) Punch list items have been completed, the contractor submitted the request for final payment with the required maintenance bond. **PROJECT IS CLOSED OUT.**

NF13-40 Reconstruction of Shepherd Drive and North Shepherd Drive (Municipal Aid FY 2019)

The City was approved for \$ 285,000.00 from the NJDOT 2019 grants for the reconstruction of Shepherd Drive and North Shepherd Drive. We are working on the design plans. We received the NJDOT concurrence for the design and design specifications. We received only one bid for the base and alternate bids in the amount of \$358,375.00. Due to the weather the project is on hold until Mach 2020. The Contractor is scheduled to start the concrete work around the second week in April 2020, with anticipated project completion in mid-May. (4-24-2020) The Contractor is mobilizing today to start the concrete work on Monday the 27th. (5-8-2020) Contractor finished all the concrete work and paving is tentatively scheduled for the week of May 18th. (5-22-2020 The contractor is scheduled to complete the paving starting June 9th. (6-12-2020) The contractor started to mobilize paving equipment to start the paving portion of this project on Monday the 15th and with anticipated date for completion on the 20th. (7-10-2020) during the reconstruction of the road, a drainage pipe collapsed along North Shepherd Drive the corrugated aluminum pipe was not installed properly and did not have the proper cover on top it, the Contractor replaced the 15" pipe with 8" ductile iron pipe. The final pavement has completed, the contractor is working on restoration and cleanup. We had an issue with the resident at 2009 Shepherd Drive the landscaping was almost 3' over the paving when the contractor was milling the road he requested that we get the 3 rhododendrons bushes trimmed back away from the street, Public works did the work and the resident sent a complaint and is requesting to get reimbursed \$1,500 to replace the three bushes, the homeowner failed to comply the property maintenance ordinance (215-47). (8-7-2020) I met with the Contractor to delineate the problematic areas, the Contractor needs to reconstruct an approximately 20' of the concrete gutter and mill and pave approximately 400' to correct the drainage problems. (8-28-2020) the Contractor started the repair work along Shepherd Drive should be finished by next week. (9-11-2020) Contractor started the asphalt repair should be completed by the 15th. **(10-2-2020) All repair work has been completed.**

NF13-37 Municipal Building Parking Lot Paving and ADA Upgrade

We are in the process of designing the necessary ADA upgrade to the municipal building rear entrance, paving and restriping the parking lot. The Municipality will utilize the Atlantic County Improvement Authority Grant to finance portion of the project. We added the Library parking lot to the project, and we are working on the field survey. The bid package was not acceptable due to the CCBG funding the bid documents must meet the federal bid guidelines. I met with Bob McGuigan, got all required information, which must be included within the bid package, we will revise the documents accordingly and forward it to him for final approval. Nothing new to report. (4-24-2020) I will get the bid package to the Clerk's office for council review and authorization to go out to bid by May 4th. (5-22-2020) Plans and bid package is at the Clerk's office for Council member review, waiting on the Council authorization to proceed with the bidding process. (6-12-2020) The bid was advertised on June 10th with opening scheduled for July 7th. (7-10-2020) we received two bids only and the I sent a letter recommending to the reject the bids and bid the parking lots and ADA improvements separately. (8-7-2020) Bid packages are

completed and will advertise the projects within a week. (9-11-2020) Project has been advertised with bid opening on October 1st. **(10-2-2020) We received bids for the project, based on preliminary review of the bid packages the paving portion of the project came in at \$121,700 and the ADA improvement portion came in at \$149,400 the total cost will be \$271,100 way less than the previous low bid amount of \$433,000.**

NF13-43 Asset Management Plan

Work has been started on different components of the plan. North American Pipe, LLC has been contracted to video the sewer main along Tilton Road from the manhole by Little Italy Restaurant at Burton Avenue to the manhole at Maple Ave. and Roosevelt Ave. we found a major sewer main break at the intersection of Tilton and Burton causing major roadway settlement, also Infra Structurer Assessment, LLC started to inventory the sewer system. We are working on completing the sanitary sewer system inventory. I will be meeting with Public Works Director on March 9, 2020 to go over portion of the plan and to determine the section sewer main that needs to be inspected. We are finalizing the list for the portion of the sewer main to be videoed. **Waiting to hear back from Contractor if able to work.**

NF13-27 Grant Applications:

On March 17, 2020 there will be a meeting with ACIA for new the CDBG grant applications, I will be attending the meeting to get the Municipal package and possibly discuss the status of our 2019 application. Meeting was canceled, the packages will be sent directly to the Municipality. Nothing New to report. (4-24-2020) CDBG grant application for \$34,000.00 was submitted to the Atlantic County Improvement Authority for the construction of 20'X30' pavilion and outdoor exercise equipment at Birch Grove Park. (5-22-2020) working on the 2021 Municipal Aid Grants for the reconstruction and widening of Merritt Drive, portion of Ridgewood Drive and possible drainage system upgrade. Also, I received an email from the ACIA stating that the municipality does not qualify for CDBG for recreational use (we don't meet the LMI requirements as set by HUD) the only project we can apply for are ADA compliance or projects for Senior Citizen. (6-12-2020) Finalizing the Municipal Aid Grant application for Merritt Drive and working on the CDBG grant to upgrade ADA access to the picnic area at Birch Grove Park. (7-101-2020) The 2021 Municipal Aid Application has been submitted and there is a resolution on the agenda, which needs to be sent to the NJDOT no later than July 31, 2020. **Nothing new to report.**

NF13-03 New Jersey American Water Company System Upgrade:

The NJAWC finished all the connection to the local streets off- Shore Road, between Ridgewood Ct. and Oakcrest Ave. I have a meeting scheduled with Timothy Green, to mark out the pavement restoration limits also to discuss our 2020 road paving projects. Waiting to meet with the Water Company Rep. (4-24-2020) I met with Tim Green from the NJAWC to mark out the paving limits along Fuae Ave. and First Street, the NJAWC agreed to pave 400' of Fuae Avenue full width, and will pave First Street from Infield Avenue pass Davis full width also. (5-8-2020) Fuae Avenue and First Street paving was completed, Contractor is currently working along Shore Road and paving local street intersections (Cove Ave., Mimi Ct., Ridgewood, E. Glencove, E. Revere, Oakcrest and E. Vernon). (5-22-2020) all pavement restoration has been completed. **Nothing new to report.**

NF13-03 Street Opening:

Nothing new to report. **(9-11-2020) we did not issue any permits since September 1st.**

NF13-46 Municipal Stormwater Management Plan:

We are in the process of finishing the Municipal Storm Water Management Plan, Outfall map has been completed. The NJDEP passed new storm water regulations we are in the process of revising the Municipal Storm Water Management Plan we have prepared last month. Municipal Stormwater Management Plan is Completed and working with Public Works on finishing the SPPP (stormwater pollution prevention plan) report. (4-24-2020) Both reports are completed waiting on final review by the Stormwater Coordinator to finalize both documents. (5-8-2020) Both reports are finalized and waiting on Council approval prior to being posted to the Municipal Website. **PROJECT IS COMPLETED.**

NF13-44 2020 Local Road Paving Program

(10-2-2020) This project originally included portion of Second Street, Portion of Franklin Avenue, portion of Fairbanks Avenue, Portion of Bates Avenue, Portion of Maple Avenue including drainage, Half width Haddon Avenue, portion of Wabash Avenue, Half width of portion of Ridgewood Avenue, Half width of portion of Glencove Avenue. During the design process a portion of Cedar Bridge, Cedar Spring Court and the re-alignment of Birch Grove Park Road were added to the scope of this project, design plan and bid packages will be ready for Council's review and approval at the October 20th meeting.

NF13-45 Reconstruction of Fuae Avenue (Municipal Aid FY 2020)

(5-22-2020) The City was approved for \$ 290,000.00 from the NJDOT 2020 grants for the reconstruction of Fuae Avenue between Zion Road and Dolphin Avenue. The design plan has been completed; we sent the design plans and the bid package to the NJDOT for their concurrence for the design and specifications. Also, we have dropped off a complete package at the Clerk's Office for Council Member review and approval. (6-12-2020) We received a letter from the NJDOT requiring minor revisions to the bid package, we are working to get the changes finished and sent back to the DOT by June 16th. (7-10-2020) Project has been advertised for August 4th bid opening. (8-7-2020) We received 4 bids the lowest bidder was Hackney Concrete, Inc (\$302,112.80) the estimated project budget was \$300,000.00 and a Recommendation of Award was sent to Council for approval. (8-28-2020) waiting on the NJDOT concurrence with the bid award, so we can move forward with the construction. (9-11-2020) We received the concurrence from the NJDOT, and the per-construction meeting will be held on the 14th. **(10-2-2020) Nothing new to report.**