

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
SEPTEMBER 1, 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 August 29, 2020.

*Pursuant to N.J.S.A. 10:4-8(b), this meeting will be live-streamed using Zoom conferencing service and the public is restricted from attending in-person. Join Zoom Meeting <https://us02web.zoom.us/j/86324037688>; Meeting ID: 863 2403 7688; One tap mobile +16465588656,,86324037688# US (New York) +13017158592,,86324037688# US (Germantown) Dial by your location +1 646 558 8656 US (New York) +1 301 715 8592 US (Germantown) +1 312 626 6799 US (Chicago) +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) Meeting ID: 863 2403 7688*

**FLAG SALUTE**

**ROLL CALL:**

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

**APPROVAL OF MINUTES** – August 11, 2020

**COMMITTEE REPORTS**

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

**Councilman Utts** – Bike Path, 1<sup>st</sup> 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;

**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**

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
SEPTEMBER 1, 2020**

**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.

- 132-2020** Appointment of Eric Leeds to the Position of Deputy Municipal Emergency Management Coordinator
- 133-2020** To Authorize Liquor License Renewal for the Year 2020-2021 – *Atlantic City Country Club*
- 134-2020** A Resolution Authorizing the Chief Financial Officer to Execute a Contract with an Approved State Contract Vendor Pursuant to N.J.S.A. 40A:11-12a
- 135-2020** Amending Resolution No. 227-2019 Governor's Council on Alcoholism and Drug Abuse Fiscal Grant Cycle July 2020 – June 2025
- 136-2020** Resolution Of The Common Council Of The City Of Northfield, County Of Atlantic, New Jersey Authorizing The Mayor To Execute A License Agreement (13 Locust)
- 137-2020** Resolution Of The Common Council Of The City Of Northfield, County Of Atlantic, New Jersey Authorizing The Mayor To Execute A License Agreement (301 Clark)
- 138-2020** Amending Resolution No. 22-2020 Authorizing The Appointment Of A COAH Attorney As Special Counsel In Accordance With N.J.S.A. 40a:11-5 (1) As A Professional Service
- 139-2020** Authorizing Interlocal Contract For Cooperative Purchasing
- 140-2020** Authorization To Hire Substitute Adult School Crossing Guard
- 141-2020** Appoint Special Law Enforcement Officer, Class II
- 142-2020** Appoint Special Law Enforcement Officer, Class II
- 143-2020** To Hire A Laborer In The Public Works Department

**PAYMENT OF BILLS** \$ 2,316,262.56

**MEETING NOTICES**

City Council

September 15th

6pm Work Session

Regular Session immediately following

**ADJOURNMENT**

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 132-2020**

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

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

**WHEREAS**, the Mayor of the City of Northfield has interviewed Eric Leeds and reviewed his credentials; and

**WHEREAS**, the Mayor of the City of Northfield wishes to confirm the appointment of Eric Leeds to the position of Deputy Municipal Emergency Management Coordinator.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northfield, that the appointment of Eric Leeds to the position of Deputy Municipal Emergency Management Coordinator, effective September 2, is hereby confirmed and ratified.

**BE IT FURTHER RESOLVED**, that compensation for the Deputy Municipal Emergency Management Coordinator shall be as separately set forth in the salary resolution at \$1,000.00 per annum, shall be paid quarterly, and shall be pro-rated for calendar year 2020.

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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 133-2020**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL  
FOR THE YEAR 2020-2021**

**WHEREAS**, Pursuant to the Alcoholic Beverage Control Act, the governing body (“municipal issuing authority”) of a municipality has the authority to issue and renew retail licenses as set forth in N.J.S.A. 33:1-12; and

**WHEREAS**, these licenses are in effect for a one-year term, beginning on July 1st of each year; and

**WHEREAS**, as a result of the unprecedented effects of the novel Coronavirus disease 2019 (“COVID-19”) and pursuant to Administrative Order 2020-02, the Acting Director of the NJ Division of Alcoholic Beverage Control has extended the 2019-2020 renewal due-date for all municipally-issued licenses and State-issued licenses and permits *from* Tuesday, June 30, 2020, *to* Wednesday, September 30, 2020; and

**WHEREAS**, an application was submitted by LGM Enterprises, Inc. to the state of New Jersey Division of Alcoholic Beverage Control for the 2020-2021 renewal of a Plenary Retail Consumption liquor license; and

**WHEREAS**, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

**WHEREAS**, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Northfield that license number 0118-33-001-010 shall be granted to Atlantic City Country Club 1 LLC effective July 1, 2020 through June 30, 2021.

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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 134-2020**

**A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER  
TO EXECUTE A CONTRACT WITH AN APPROVED STATE  
CONTRACT VENDOR PURSUANT TO N.J.S.A. 40A:11-12a**

**WHEREAS**, the City of Northfield, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-72.9(c), may by Resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contract entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, the City of Northfield has the need to purchase one (1) new police vehicle; and

**WHEREAS**, the Common Council of the City of Northfield wishes to enter into a three-year lease agreement with The Bancorp, to purchase the following:

1. One (1) new 2020 Chevrolet Tahoe from Gentilini Chevrolet, LLC, State Contract Nr. 19-Fleet-00842 in the amount of \$39,806.31; and
2. Equipment & installation for the above from Municipal Equipment Enterprise, State Contract Nr. 17-FLEET-00719, 00761 & 007439, in the total amount of \$20,982.30.

**WHEREAS**, the lease is payable in three annual installments of \$21,593.00 as per the proposal submitted 8/07/2020.

**WHEREAS**, the Chief Financial Officer has certified the availability of funds for the first lease installment by encumbering said funds on Purchase Order Number 20-00568, account nr. 0-01-25-240-222.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Northfield authorizes the Chief Financial Officer and Municipal Clerk to execute the required documents to lease one (1) 2020 Chevrolet Tahoe as stated above.

\_\_\_\_\_  
Erland V. L. Chau, Mayor

ATTEST:

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

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 1<sup>st</sup> day of September, 2020.

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

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 135-2020**

**AMENDING RESOLUTION NO. 227-2019  
GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE  
FISCAL GRANT CYCLE JULY 2020 – JUNE 2025**

**FORM IB**

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

**WHEREAS**, The Common Council of the City of Northfield, County of Atlantic, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefor has an established Municipal Alliance Committee; and

**WHEREAS**, the Common Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

**WHEREAS**, the Common Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Atlantic.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Northfield, County of Atlantic, State of New hereby recognizes the following:

1. The Common Council does hereby authorize submission of a strategic plan for the Northfield Municipal Alliance grant has been amended for fiscal year 2021 in the amounts of:

	From	To
DEDR	\$ 10,482.00	\$ 3,120.01
Cash Match	\$ 2,620.50	\$ 780.00
In-Kind	\$ 7,861.50	\$ 2,340.01

2. The Common Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: \_\_\_\_\_

Erland Chau, Mayor

**CERTIFICATION**

I, Mary Canesi , Municipal Clerk of the City of Northfield, County of Atlantic, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a Resolution duly authorized by the Common Council of the City of Northfield on this 1<sup>st</sup> day of September, 2020.

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

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 136-2020**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY AUTHORIZING  
THE MAYOR TO EXECUTE A LICENSE AGREEMENT**

**WHEREAS**, the City of Northfield and its employees, public works and otherwise, require temporary rights of pedestrian access, ingress and egress over and upon private Block 92, Lot 41 in order to maintain City owned Block 92, Lot 31; and

**WHEREAS**, the owner of private Block 92, Lot 41 has verbally granted the City of Northfield with temporary rights of pedestrian access, ingress and egress over and upon private Block 92, Lot 41 in order to maintain City owned Block 92, Lot 31; and

**WHEREAS**, the City and the owner of private Block 92, Lot 41 want to memorialize, in writing, the grant of permission to the City of Northfield of temporary rights of pedestrian access, ingress and egress over and upon private Block 92, Lot 41 in order to maintain City owned Block 92, Lot 31 by way of the License Agreement attached hereto; and

**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 License Agreement attached hereto 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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

## **LICENSE AGREEMENT**

This License Agreement (the "License ") is made this 1st day of September 2020, by and between the City of Northfield ("City"), by and through Erland Chau, and Helen Brown.

### **WITNESSETH:**

WHEREAS, the City is the owner of that certain parcel of real property known and designated as Block 92, Lot 31 on the Tax Map of the City of Northfield, Atlantic County, New Jersey (the "City Property"), which property is presently unimproved but requires periodic maintenance; and

WHEREAS, Brown is the owner of that certain parcel of real property known and designated as Block 92, Lot 41 (13 Locust) on the Tax Map of the City of Northfield, Atlantic County, New Jersey (the "Brown Property"), which property is adjacent to the City Property; and

WHEREAS, the City requires, and Brown agrees to provide, temporary rights of pedestrian access, ingress and egress over and upon the Brown Property in order to maintain the City Property.

WHEREAS, it is Brown's independent desire to grant to the City temporary rights of and pedestrian access, ingress and egress over and upon the Brown Property in order to maintain the City Property;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Brown agrees that the City is hereby granted temporary rights of pedestrian access, ingress and egress over and upon the Brown Property in order to maintain the City Property starting on September 2, 2020 and ending on October 2, 2020.

The parties covenant for themselves, and all of their successors in right, title and interest, as follows:



1. GRANT OF LICENSE. Brown hereby grants to the City temporary rights of pedestrian access, ingress and egress over and upon the Brown Property in order to maintain the City Property a temporary license to use the Brown Property.
2. PERMITTED USE. The City is hereby permitted temporary rights of pedestrian access, ingress and egress over and upon the Brown Property in order to maintain the City Property a temporary license to use the Brown Property. Use shall commence no earlier than 8:00 a.m. and shall cease no later than 5:00 p.m.
3. TERM OF LICENSE. The term of this License is for 30 days commencing on September 2, 2020 and ending on October 2, 2020. October 2, 2020, this license agreement shall automatically terminate and the City shall immediately cease any permitted use hereunder, repair all damage resulting from the City's use of the Brown Property and reasonably restore the Brown Property to its good condition as it existed prior to the date of this agreement.
4. FEE & PAYMENT. The consideration of this agreement shall be \$1.00 and other good and valuable consideration, receipt of which is acknowledged.
5. ENTIRE AGREEMENT. This agreement constitutes and contains the entire agreement between the parties with regard to the use of the Brown Property. There are no other understandings or agreements between the parties other than are set forth in this written document. The parties may not change, amend or modify this agreement unless the change, amendment or modification is in writing and signed by both parties.
6. SIGNATURES. The parties agree that this agreement may be transmitted and delivered between them by facsimile machine (fax). The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all parties is binding on all parties.

**LICENSOR:**

September 2, 2020

\_\_\_\_\_  
HELEN BROWN

**LICENSEE:**

The CITY OF NORTHFIELD, NJ

September 2, 2020

By: \_\_\_\_\_  
ERLAND CHAU

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 137-2020**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY AUTHORIZING  
THE MAYOR TO EXECUTE A LICENSE AGREEMENT**

**WHEREAS**, the City of Northfield and its employees, public works and otherwise, require temporary rights of pedestrian access, ingress and egress over and upon private Block 92, Lot 6 in order to maintain City owned Block 92, Lot 30 and Lot 31; and

**WHEREAS**, the owner of private Block 92, Lot 6 has verbally granted the City of Northfield with temporary rights of pedestrian access, ingress and egress over and upon private Block 92, Lot 6 in order to maintain City owned Block 92, Lot 30 and Lot 31; and

**WHEREAS**, the City and the owner of private Block 92, Lot 6 want to memorialize, in writing, the grant of permission to the City of Northfield of temporary rights of pedestrian access, ingress and egress over and upon private Block 92, Lot 6 in order to maintain City owned Block 92, Lot 30 and Lot 31 by way of the License Agreement attached hereto; and

**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 License Agreement attached hereto 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 1st day of September, 2020

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Mary Canesi, RMC, Municipal Clerk

## **LICENSE AGREEMENT**

This License Agreement (the "License ") is made this 1st day of September 2020, by and between the City of Northfield ("City"), by and through Erland Chau, and Thomas Schallus.

### **WITNESSETH:**

WHEREAS, the City is the owner of that certain parcel of real property known and designated as Block 92, Lot 30 and Lot 31 on the Tax Map of the City of Northfield, Atlantic County, New Jersey (the "City Property"), which property is presently unimproved but requires periodic maintenance; and

WHEREAS, Schallus is the owner of that certain parcel of real property known and designated as Block 92, Lot 6 (301 Clark Place) on the Tax Map of the City of Northfield, Atlantic County, New Jersey (the "Schallus Property"), which property is adjacent to the City Property; and

WHEREAS, the City requires, and Schallus agrees to provide, temporary rights of pedestrian access, ingress and egress over and upon the Schallus Property in order to maintain the City Property.

WHEREAS, it is Schallus's independent desire to grant to the City temporary rights of and pedestrian access, ingress and egress over and upon the Schallus Property in order to maintain the City Property;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Schallus agrees that the City is hereby granted temporary rights of pedestrian access, ingress and egress over and upon the Schallus Property in order to maintain the City Property starting on September 2, 2020 and ending on October 2, 2020.

The parties covenant for themselves, and all of their successors in right, title and interest, as follows:

1. GRANT OF LICENSE. Schallus hereby grants to the City temporary rights of pedestrian access, ingress and egress over and upon the Schallus Property in order to maintain the City Property a temporary license to use the Schallus Property.
2. PERMITTED USE. The City is hereby permitted temporary rights of pedestrian access, ingress and egress over and upon the Schallus Property in order to maintain the City Property a temporary license to use the Schallus Property. Use shall commence no earlier than 8:00 a.m. and shall cease no later than 5:00 p.m.
3. TERM OF LICENSE. The term of this License is for 30 days commencing on September 2, 2020 and ending on October 2, 2020. On October 2, 2020, this license agreement shall automatically terminate and the City shall immediately cease any permitted use hereunder, repair all damage resulting from the City's use of the Schallus Property and reasonably restore the Schallus Property to its good condition as it existed prior to the date of this agreement.
4. FEE & PAYMENT. The consideration of this agreement shall be \$1.00 and other good and valuable consideration, receipt of which is acknowledged.
5. ENTIRE AGREEMENT. This agreement constitutes and contains the entire agreement between the parties with regard to the use of the Schallus Property. There are no other understandings or agreements between the parties other than are set forth in this written document. The parties may not change, amend or modify this agreement unless the change, amendment or modification is in writing and signed by both parties.
6. SIGNATURES. The parties agree that this agreement may be transmitted and delivered between them by facsimile machine (fax). The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all parties is binding on all parties.

**LICENSOR:**

September 2, 2020

\_\_\_\_\_  
Thomas Schallus

**LICENSEE:**

The CITY OF NORTHFIELD, NJ

September 2, 2020

By: \_\_\_\_\_  
ERLAND CHAU

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 138-2020**

**AMENDING RESOLUTION NO. 22-2020 AUTHORIZING THE  
APPOINTMENT OF A COAH ATTORNEY AS SPECIAL COUNSEL IN  
ACCORDANCE WITH N.J.S.A. 40A:11-5 (1) AS A PROFESSIONAL  
SERVICE**

**WHEREAS**, the need exists to continue to employ a Special Counsel to assist the City and its legal counsel in helping the City address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) the New Jersey Council on Affordable Housing (“COAH”), and/or (b) a New Jersey court of competent jurisdiction; and

**WHEREAS**, the Common Council of the City of Northfield employed the services of Surenian, Edwards, and Nolan, LLC, 707 Union Avenue, Suite 301, Brielle, New Jersey, 08730.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Northfield that the Mayor and Municipal Clerk executed a contract with Surenian, Edwards, and Nolan, LLC, LLC, 707 Union Avenue, Suite 301, Brielle New Jersey, 08730, in an amount not to exceed \$5,000.00 and wish to amend the amount to not exceed \$10,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

**BE IT FURTHER RESOLVED**, that certification of funds has been received from the Municipal Finance Officer and that funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line 01-20-155-200.

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 1st day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 139-2020**

**AUTHORIZING INTERLOCAL CONTRACT FOR COOPERATIVE  
PURCHASING**

**WHEREAS**, N.J.S.A. 52:34-6.2(b)(3) permits local units to join National Cooperative purchasing agreements; and

**WHEREAS**, the Common Council of the City of Northfield wishes enter into an agreement with Houston Galveston Area Council, hereinafter referred to as "HGAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and, a local government, a state agency, or a nonprofit corporation created and operated to provide one or more governmental functions and services; and

**WHEREAS**, pursuant to the Act, HGAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Common Council of the City of Northfield that the Mayor and Certified Financial Officer are authorized to execute an agreement, in accordance with the terms of the Agreement incorporated herein as Exhibit A; and

**BE IT FURTHER RESOLVED**, membership to a National Cooperative Purchasing Program is advantageous to the City and can help achieve more competitive pricing by aggregating purchasing power.

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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

## Resolution No. 139-2020, Exhibit A



### INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:  
**ILC20-10728**  
Permanent Number assigned  
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Northfield**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **1600 Shore Road Northfield, NJ 08225**.

#### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **09/01/2020** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2020** and ends **12/31/2020**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

## **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

## **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

## **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

## **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

## **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

## **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

## **THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

City of Northfield

Name of End User (local government, agency, or non-profit corporation)

1600 Shore Road

Mailing Address

Northfield, NJ 08225

City, State ZIP Code

\_\_\_\_\_  
Signature of chief elected or appointed official | Date

Erland Chau, Mayor

Typed Name & Title of Signatory

***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX  
77027

By: \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 140-2020**

**AUTHORIZATION TO HIRE SUBSTITUTE  
ADULT SCHOOL CROSSING GUARD**

**WHEREAS**, an immediate need existed within the Police Department to fill the position of substitute School Crossing Guard; and

**WHEREAS**, an application submitted by Helen Baldwin was received; and

**WHEREAS**, after the interview, the recommendation to hire Helen Baldwin was made by Supervisor of Crossing Guards Heather Mellon and Captain of Police Steve Steinecke.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Northfield that the hiring of Helen Baldwin effective Friday, September 4, 2020 is hereby approved.

**BE IT FURTHER RESOLVED**, that compensation for the Substitute Adult School Crossing Guard shall be in accordance with the Crossing Guard Rider Agreement between the City of Northfield and Government Workers Union, Local No. 430.

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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 141-2020**

**APPOINT SPECIAL LAW ENFORCEMENT OFFICER, CLASS II**

**BE IT RESOLVED** that the appointment of Adam Raynor as a Special Law Enforcement Officer, Class II, is hereby approved effective September 9, 2020, in accordance with NJSA 40A:14-146.14, et seq.

**BE IT FURTHER RESOLVED**, that Mr. Raynor's appointment shall be for a period of four (4) months, expiring January 9, 2021.

**BE IT FURTHER RESOLVED**, that Mr. Raynor's appointment shall be subject to the following:

1. Hourly rate of pay shall be \$15.25 per hour, in accordance with the City of Northfield's salary resolution.
2. Not eligible for health benefits or vacation time.
3. Eligible for earned sick leave in accordance with the NJ paid sick leave law.
4. Policies and Procedures of the City of Northfield.
5. Successful completion of a pre-employment drug urinalysis screening, to be administered by the State of New Jersey Toxicology Lab.

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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 142-2020**

**APPOINT SPECIAL LAW ENFORCEMENT OFFICER, CLASS II**

**BE IT RESOLVED** that the appointment of Jonathan Scull as a Special Law Enforcement Officer, Class II, is hereby approved effective September 14, 2020, in accordance with NJSA 40A:14-146.14, et seq.

**BE IT FURTHER RESOLVED**, that the appointment of Jonathan Scull shall be for a period of four (4) months, expiring January 14, 2021.

**BE IT FURTHER RESOLVED**, that the appointment of Jonathan Scull shall be subject to the following:

1. Hourly rate of pay shall be \$15.25 per hour, in accordance with the City of Northfield's 2020 salary resolution.
2. Not eligible for vacation time.
3. Eligible for earned sick leave in accordance with the NJ paid sick leave law.
4. Eligible for immediate enrollment in the City's health benefit plan (NJ State Health Benefits) which is being provided in accordance with the requirements of the Affordable Care Act, together with New Jersey Executive Order 172, and due to his full-time employment while in the Academy.
  - a. In the event health benefits are waived, he shall be entitled to a pro-rated portion of the opt-out payment as provided for pursuant to City's Policies and Procedures. Payment to be provided in the second pay of November, 2020. In the event he ceases employment prior to that date, a pro-rated payment shall still be made.
5. Upon successful completion of the full-time Academy and subsequent assignment to a schedule which averages less than 29 hours per week, he shall no longer be eligible for health benefits, or any opt-out payment, and the obligations of the City pursuant to the Affordable Care Act shall have been deemed satisfied by prior eligibility.
6. Successful completion of a pre-employment drug urinalysis screening, to be administered by the State of New Jersey Toxicology Lab.
7. Policies and Procedures 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 1<sup>st</sup> day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 143-2020**

**TO HIRE A LABORER IN THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the need exists to fill the position of Laborer in the Public Works Department; and

**WHEREAS**, having first been satisfied that the applicant has the necessary qualifications required for the position, Superintendent of Public Works Qwin Vitale and Public Works Council Assistant Chair Greg Dewees have recommended that Paul McLaughlin be hired as Laborer.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Governing Body of the City of Northfield that Paul McLaughlin be hired as Laborer, effective September 8, 2020, and subject to understanding and completion of the following:

1. Compliance with the Policies and Procedures of the City
2. Satisfactory results of Physical Examination
3. Satisfactory results of Background check
4. Probation period 90 days from date of hire
5. Longevity not included in negotiations since May 1996
6. Satisfactory driving record
7. Qualify for CDL License within 120 days of hire
8. Not Entitled to Chapter 88

**IT IS FURTHER RESOLVED** by the Council of the City of Northfield that the hiring of Paul McLaughlin be and hereby is memorialized.

**IT IS FURTHER RESOLVED** that compensation for Paul McLaughlin shall be based on an annual salary of \$25,500. 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 City Council of Northfield, held this 1st day of September, 2020.

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Mary Canesi, RMC, Municipal Clerk