

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
SEPTEMBER 26, 2017**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

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

APPROVAL OF MINUTES – September 26, 2017

MAYOR'S PROCLAMATION – KNOCK OUT OPIOID ABUSE DAY, OCTOBER 6, 2017

COMMITTEE REPORTS

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

Councilman O'Neill - Court/Violations, Library

Councilman Piergiovanni – Insurance and Safety, Chamber of Commerce, Municipal Alliance, Northfield School

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

Councilman Lischin – Fire Department/EMS, Inspections, Code Enforcement, Housing/Zoning, Technology/MRHS Channel 2, Cultural Committee, Green Team, Sign Sub Committee

Councilman Travagline – FAN, Sign Sub Committee, Shared Services, Green Team Advisory

Council President Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering, Little League/Babe Ruth, Sign Sub Committee, Traffic Safety

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- | | |
|-----------------|--|
| 188-2017 | Refund of Construction Permit Fees to Sunrun, Inc. |
| 189-2017 | Authorization to Create Municipal Liens for Property Maintenance Costs |
| 190-2017 | Authorizing Refunds of Overpayment of Taxes |
| 191-2017 | Inserting an item of Revenue in the 2017 Budget |
| 192-2017 | Acknowledging Retirement of Birch Grove Park Supervisor Vicky Rutter |

193-2017 Authorizing the Request for Bus Shelters, Execution of Agreement with NJ Transit and Acceptance of Easements from Private Property Owners

ORDINANCES

11-2017 Reserved Parking Spaces at the Northfield Municipal Building
2nd Reading / Public Hearing / Final Consideration
Published in the Press of Atlantic City 9/30/2017

12-2017 Amending Chapter 43 and Chapter A376 of the Code of the City of Northfield
2nd Reading / Public Hearing / Final Consideration
Published in the Press of Atlantic City 9/30/2017

13-2017 An Ordinance Appropriating \$25,000 from the Capital Improvement Fund for the Purchase and Installation of Body Cameras and Related Equipment for the City of Northfield Police Department, County of Atlantic, State of New Jersey
Introduction / No Public Input / Published in the Press of AC 9/30/2017
2nd Reading / Public Hearing / Final Consideration 10/17/2017

14-2017 Amending Fees Under Chapter 128 of the Code of the City of Northfield, Entitled Construction Codes, Uniform
Introduction / No Public Input / Published in the Press of AC 9/30/2017
2nd Reading / Public Hearing / Final Consideration 10/17/2017

15-2017 An Ordinance of the City of Northfield, County of Atlantic, State of New Jersey, Implementing the City's Affordable Housing Development Fee Ordinance
Introduction / No Public Input / Published in the Press of AC 9/30/2017
2nd Reading / Public Hearing / Final Consideration 10/17/2017

RESOLUTION

194-2017 Appointment of Superintendent of Public Works

PAYMENT OF BILLS \$ 2,320,372.76

MEETING NOTICES

City Council October 17, 2017 6:00pm Work Session
Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 188-2017**

REFUND OF CONSTRUCTION PERMIT FEES TO SUNRUN, INC.

WHEREAS, the Northfield Building Department did collect fees from and issue permit number 20170208 to Sunrun, Inc, in 2017 for the installation of a rooftop solar system at 13 Fairway Avenue; and

WHEREAS, the property owner has opted not to pursue the installation, and Sunrun, Inc., has requested refunds of applicable fees collected by the City for the job that has been canceled; and

WHEREAS, the Building Department did collect fees in the amount of \$599.00 for the job that has been canceled; and

WHEREAS, the \$599.00 in fees collected shall be reduced by the nonrefundable \$47.00 Department of Community Affairs fee, and a review fee of \$110.00, for a total refund due of \$442.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Northfield authorizes the refund of \$442.00, to Sunrun, Inc., 20 West Stow Road, Suite 2, Marlton, New Jersey 08053.

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 26th day of September, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 189-2017**

**AUTHORIZATION TO CREATE MUNICIPAL LIENS FOR
PROPERTY MAINTENANCE COSTS**

WHEREAS, the City of Northfield Inspections Department has notified the owners of the properties below of violations of the City Property Maintenance Code; and

<u>BLK</u>	<u>LOT</u>	<u>PROPERTY ADDRESS</u>	<u>AMOUNT</u>
60	15	524 PINCUS AVENUE	\$248.99
1.03	9.01	1 CARA COURT	248.99
135	21	715 FUAЕ AVENUE	435.59

WHEREAS, pursuant to Article II, Chapter 268-6 of the City of Northfield Municipal Code entitled "Property Maintenance", notice of the violations and the need to abate them was served to each property owner as listed above; and

WHEREAS, each property owner listed above has failed to comply with said notices; and

WHEREAS, the Public Works Department of the City of Northfield was instructed to remedy the violations and submit the associated costs of bringing the property into compliance with the Article II, Chapter 268-6 of the City of Northfield Municipal Code, concerning Property Maintenance; and

WHEREAS, the Supervisor of the Public Works Department of the City of Northfield submitted bills to the Tax Collector in the amounts listed for each property above.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the Tax Collector is directed to attach a lien on each property for the costs associated with bringing each property into compliance with the City's Property Maintenance Code.

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 26th day of September, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 190-2017**

AUTHORIZING REFUNDS OF OVERPAYMENT OF TAXES

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

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
Corelogic Real Estate Tax	67	5	603 WALNUT STREET	\$ 98.40
Service	70	13	300 W OAKCREST AVE	\$ 965.14
3001Hackberry Road	105	20	18 NORTHFIELD AVE	\$ 31.57
Irving, Tx 75063	179.02	36	105 CATHERINE PL	\$ 408.25
Total Amount Of Refund:				\$1,503.36
REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
WELLS FARGO MORTGAGE				
1 Home Campus MAC X	30	11.01	2434 SHEPHERD CIRCLE WEST	\$ 660.23
2302-040				
Des Moines, IA 50328-0001				
Total Amount Of Refund:				\$ 660.23
PETER SELLIKEN				
SPECIAL NEEDS TRUST	9.01	5	3103 CEDARBRIDGE RD	\$1,248.67
3103 CEDARBRIDGE RD				
NORTHFIELD, NJ 08225				
Total Amount Of Refund:				\$1,248.67
CALLAGHAN, MICHAEL J.				
2439 SHEPHERD CIRCLE	28	11	2439 SHEPHERD CIRCLE WEST	\$ 37.95
W				
NORTHFIELD, NJ 08225				
Total Amount Of Refund:				\$ 37.95
BANDI JFS LLC				
1202 TILTON ROAD,	47	9	507 ROOSEVELT AVE	\$ 435.40
SUITE 1				
NORTHFIELD, NJ 08225				
Total Amount Of Refund:				\$ 435.40
MRA PROPERTY MGMT				
LLC411	66	6.02	129 FABIAN AVENUE	\$ 374.62
1202 TILTON ROAD,				
SUITE 1				
NORTHFIELD, NJ 08225				
Total Amount Of Refund:				\$ 374.62

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
ROUTH, DR. HIRAK 24 HAVELHURST DRIVE VORHEES, NJ 08043	66	13.03	620 DOLPHIN AVENUE	\$ 320.63
Total Amount Of Refund:				\$ 320.63
WILMINGTON SAVINGS FUND SOCIETY FSB CHRISTINA TRUST; VENTURES; MCM 7500 OLD GEORGETOWN RD. STE 1300 BETHESDA, MD 20814	76	18	2707 SHORE ROAD	\$ 278.86
Total Amount Of Refund:				\$ 278.86
BALSLEY, DONALD M TRUST 544 GRAVELLY RUN MAYS LANDING, NJ 08330	77	12	109 W OAKCREST AVE	\$ 155.47
Total Amount Of Refund:				\$ 155.47
ANDREWS, DAVID & FRANCINE 300 CLARK PLACE NORTHFIELD, NJ 08225	92	7	300 CLARK PLACE	\$ 76.84
Total Amount Of Refund:				\$ 76.84
MATTHEWS, JOHN 1129 TOWLSTON ROAD MCLEAN, VA 22102	92	50	1626 ZION ROAD	\$ 29.05
Total Amount Of Refund:				\$ 29.05
DONAHUE, JESSLYN MARIE 1113 BROAD STREET NORTHFIELD, NJ 08225	92	7	1113 BROAD STREET	\$ 369.21
Total Amount Of Refund:				\$ 369.21
BALZYLEWICZ, DANIEL & STEPHANIE 400 ARGO LANE NORTHFIELD, NJ 08225	175	1.09	500 ARGO LANE	\$ 764.10
Total Amount Of Refund:				\$ 764.10
ACCDEV, LLC 3690 CANTERBURY LANE VINELAND, NJ 08361	175	62	1 LIDO DRIVE	\$ 276.47
	175	63	145 BONNIE LEE DR	\$ 267.93
	175	65	141 BONNIE LEE DR	\$ 260.74
	175	66	BONNIE LEE DR	\$ 260.74
Total Amount Of Refund:				\$1,065.88

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 City Council of Northfield, held this 26th day of September, 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 191-2017**

INSERTING AN ITEM OF REVENUE IN THE 2017 BUDGET

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$2,488.05 Grant from the State of New Jersey, Department of Law & Public Safety, Division of Highway Traffic Safety, DDEF Grant and wishes to amend its 2017 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2017:

Miscellaneous Revenue

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

State of New Jersey

Department of Law & Public Safety, Division of Highway Traffic Safety
DDEF Grant

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$2,488.05 is hereby appropriated under the caption of:

General Appropriations

(a) Operations Excluded from 5% Caps Public and Private Program Off-Set by Revenues:

State of New Jersey

Department of Law & Public Safety, Division of Highway Traffic Safety
DDEF Grant

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 26th day of September, 2017.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 192-2017**

**ACKNOWLEDGING RETIREMENT OF
BIRCH GROVE PARK SUPERVISOR VICKY RUTTER**

WHEREAS, City Council approved the hiring of Vicky Rutter commencing April 1, 2002; and

WHEREAS, Vicky Rutter filed for retirement with the New Jersey Division of Pensions and Benefits with an effective date September 1, 2017.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby memorialize the acknowledgement of the retirement of Vicky Rutter from the position of Birch Grove Park Supervisor effective September 1, 2017.

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 City Council of Northfield, held this 26th day of September 2017.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 193-2017**

**AUTHORIZING THE REQUEST FOR BUS SHELTERS, EXECUTION
OF AGREEMENT WITH NJ TRANSIT AND ACCEPTANCE OF
EASEMENTS FROM PRIVATE PROPERTY OWNERS**

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the governing body of the CON a municipality in New Jersey or the Board of Chosen Freeholders of a county may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

WHEREAS, the **City of Northfield, County of Atlantic**, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that:

1. The Application attached hereto as Exhibit "A" to the New Jersey Transit Corporation for the purchase and installation of **two** bus shelter(s) is hereby made a part hereof.
2. The Mayor is hereby Authorized to execute the Agreement with NJ Transit and the Municipal Review Statement Bus Stop Proposal attached hereto as Exhibit "B".
3. The City of Northfield hereby accepts the easements attached hereto as Exhibit "C" from certain private property owners in the City of Northfield upon whose property said bus shelters shall be located.

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 26th day of September, 2017.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 193-2017, EXHIBIT A
AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS

This agreement made as of _____ by the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the **City of Northfield** (hereinafter "Sponsor") in the **County of Atlantic**, State of New Jersey.

W I T N E S S E T H:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor desires bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application by its resolution dated **August 29, 2017** which resolution is hereby made a part of this

Agreement, to NJ TRANSIT for the installation of **two** bus shelter(s) at certain locations within the **City of Northfield**, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the **City of Northfield**, which locations are set forth in Exhibit A which is attached to and made part of this agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to

provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor hereby grants NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servant's permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.

9. Upon the completion of the installation of the bus shelter(s) and any other fixture, addition, construction or improvement appurtenant thereto such as retaining walls and bollards (hereinafter collectively referred to as "bus shelters(s)"), the Sponsor shall assume ownership and possession of the bus shelter(s) and retain ownership of said shelter(s) subject to the terms, conditions, reservations, and covenants set forth in this Agreement.
10. The Sponsor agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitutions of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, may by its agents enter upon the site(s) of said bus shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of the shelter should the Sponsor fail to abide by this Agreement shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to

inspect and maintain the shelter. The duty to inspect and maintain rests entirely with the Sponsor.

11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All costs of removal and/or relocation, if approved, shall be borne by the Sponsor.
12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, and NJDOT, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) arising out of any acts or omissions of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the Sponsor, its officials, employees, agents or servants by virtue of entering into this Agreement.
13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the

subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor insured and shall contain a provision that no act or omission of Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be non-cancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, and the NJDOT. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

ATTEST:

SPONSOR:

Clerk

Director or Presiding Officer Date

Name (Type or Print):

Name (Type or Print):

Title (Type or Print):

Title (Type or Print):

ATTEST:

NJ TRANSIT CORPORATION

By: _____
Date

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

BY: _____
Deputy Attorney General Date

RESOLUTION 193-2017
EXHIBIT B

Prepared By:
The Law Offices of Kristopher J. Facenda, LLC
Kristopher J. Facenda, Esq.
2020 New Road, Suite 2A
Linwood, New Jersey 08221

DEED OF EASEMENT AND PROPERTY RIGHT OF ENTRY AGREEMENT
FOR THE INSTALLATION OF A BUS SHELTER

This Deed of Easement and Entry Agreement is made as of the _____ day of _____, 2017 by and between THE NORTHFIELD BOARD OF EDUCATION, with an address at 2000 New Road, Northfield, New Jersey 08225, hereinafter referred to as the "Grantor" or "Owner", and the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, with an address at 1600 Shore Road, Northfield, New Jersey, (hereinafter the "City of Northfield" individually or "Grantee" when referred to collectively with NJ TRANSIT).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in the City of Northfield known as 2000 New Road, Northfield, New Jersey, Block 90, Lot 1 on the Tax Map of the City of Northfield, County of Atlantic, State of New Jersey (hereinafter referred to as the "Property").

WHEREAS, NJ TRANSIT and the CITY OF NORTHFIELD desire to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT and the CITY OF NORTHFIELD desire to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT and the CITY OF NORTHFIELD desire to encourage the participation of municipal and county governments and other concerned citizens in the

development of a bus shelter program; and

WHEREAS, in certain locations throughout the State there is limited or inadequate space for bus shelters on the public road right-of-way; and

WHEREAS, in certain locations throughout the State there is a special and/or unique need for a bus shelter; and

WHEREAS, the Owner consents to a bus shelter being installed, constructed, established and maintained to provide a convenient waiting area for the commuting public; and

WHEREAS, the CITY OF NORTHFIELD has made or will make application to NJ TRANSIT for the installation of a 5' x 10' bus shelter ("Bus Shelter") at a certain 7' x 12' location on the Property and ("Shelter Area") graphically depicted on the Bus Shelter Plan attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. The Owner represents that it is the fee owner of the Property.
2. The Owner hereby grants to Grantees an easement which shall run with the land and permission to enter upon the Property and to install, construct, establish and maintain thereon, in accordance with the Bus Shelter Site Plan attached as Exhibit "A", and to subsequently remove therefrom, a bus shelter and any and all necessary accessory improvements and maintenance in the Shelter Area. Permission is further granted to the Grantees to remove and replace certain existing sections of fence on the Property so that said fence wraps around the rear of the Bus Shelter. Grantor and Grantees agree that Grantor shall have no responsibilities whatsoever for the construction, maintenance and/or the removal of the Bus Shelter or the Shelter Area.
3. Owner hereby grants to Grantees and NJ TRANSIT bus patrons an easement which

shall run with the land and permission to enter onto and into the Shelter Area depicted on the Bus Shelter Site Plan attached as Exhibit "A".

4. The bus shelter(s) will be installed by NJ TRANSIT and maintained by the CITY OF NORTHFIELD pursuant to a certain Agreement between NJ TRANSIT and the CITY OF NORTHFIELD for procurement and installation of bus shelter(s) to be executed.
5. The bus shelter to be installed on the Property is to be installed at the locations set forth in the attached Exhibit "A", which is made a part of this Deed of Easement and Agreement.
6. No advertising shall be mounted or attached to, or displayed in or at the bus shelter without the prior written approval of Owner, NJ TRANSIT and the CITY OF NORTHFIELD.
7. If NJ TRANSIT wishes the removal and/or relocation of a bus shelter from a location designated in this Agreement, NJ TRANSIT may, at its sole cost and discretion, upon thirty (30) days notice to the Owner and the CITY OF NORTHFIELD, remove or relocate the bus shelter. At no time shall the Owner or the CITY OF NORTHFIELD remove or relocate a bus shelter installed pursuant to this Agreement without prior approval of NJ TRANSIT.
8. The City of Northfield agrees to bear all risks of damage, loss, theft or destruction, partial or complete, of the Bus Shelter and the Shelter Area. Any and all replacements, repairs or substitutions of parts on the Bus Shelter and Shelter Area shall be at the cost and expense of the City of Northfield, and the City of Northfield shall at all times at its own expense keep the Bus Shelter and Shelter Area in good condition and repair. The City of Northfield shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep

the Bus Shelter and Shelter Area functional, safe, and clean. The City of Northfield shall defend, indemnify, protect, and save harmless the Grantor, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Grantor, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees) connected with or resulting from this Agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. Grantor assumes no liability or responsibility for the acts or omissions, whether negligent or not, of the City of Northfield, its officials, employees, agents or servants by virtue of entering into this Agreement.

9. The City of Northfield agrees to carry, for so long as the Bus Shelter shall exist on the Shelter Area, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of the Bus Shelter with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name Grantor an additional insured and shall contain a provision that no act or omission of City of Northfield will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be non-cancellable except upon thirty (30) days advance written notice to Grantor. The City has an obligation to maintain the foregoing insurance. This Agreement shall terminate upon written notice with a ten (10) business day opportunity to cure for Grantee in the event there is no insurance due to cancellation or any other reason.
10. In the event that the Grantor reasonably determines and establishes at any time that

the Bus Shelter poses a direct danger to the school children, the conditions of this Agreement are not met, or the Bus Shelter is no longer needed and used for that purpose, this Agreement and the permissions and easements granted herein shall terminate. In that event, the City of Northfield agrees to remove the Bus Shelter and reasonably restore the Property to the condition as it existed prior to the execution of this Agreement. IN WITNESS THEREOF, the parties hereby execute this Deed of Easement and Agreement to be effective as of the day and year first written above.

ATTEST:

PROPERTY OWNER

By: _____
Board President Date

ATTEST:

CITY OF NORTHFIELD

By: _____
Mayor of the City of Northfield Date

ATTEST:

NEW JERSEY TRANSIT CORPORATION

By: _____
Authorized Signatory Date

RESOLUTION NO 193-2017
EXHIBIT C

Prepared By:
The Law Offices of Kristopher J. Facenda, LLC
Kristopher J. Facenda, Esq.
2020 New Road, Suite 2A
Linwood, New Jersey 08221

DEED OF EASEMENT AND PROPERTY RIGHT OF ENTRY AGREEMENT
FOR THE INSTALLATION OF A BUS SHELTER

This Deed of Easement and Entry Agreement is made as of the _____ day of _____, 2017 by and between ANTEBI PROPERTIES, LLC, with an address at 1907 New Road, Northfield, New Jersey 08225, hereinafter referred to as the "Grantor", and the NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, with an address at 1600 Shore Road, Northfield, New Jersey, hereinafter collectively referred to as the "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the City of Northfield known as 1907 New Road, Northfield, New Jersey, Block 33, Lot 58 on the Tax Map of the City of Northfield, County of Atlantic, State of New Jersey (hereinafter referred to as the "Property").

WHEREAS, NJ TRANSIT and the CITY OF NORTHFIELD desire to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT and the CITY OF NORTHFIELD desire to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT and the CITY OF NORTHFIELD desire to encourage the participation of municipal and county governments and other concerned citizens in the

development of a bus shelter program; and

WHEREAS, in certain locations throughout the State there is limited or inadequate space for bus shelters on the public road right-of-way; and

WHEREAS, in certain locations throughout the State there is a special and/or unique need for a bus shelter; and

WHEREAS, the Owner consent to a bus shelter being installed, constructed, established and maintained to provide a convenient waiting area for the commuting public; and

WHEREAS, the CITY OF NORTHFIELD desire has made application to NJ TRANSIT for the installation of a bus shelter at a certain location on or partly on the Property, such location(s) is hereinafter referred to as the "Shelter Area".

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. The Owner represents that it is the fee owner of the Property.
2. The Owner hereby grants to Grantees permission to enter upon the Property and to install, construct, establish and maintain thereon, and to subsequently remove therefrom a bus shelter and any and all necessary accessory improvements.
3. Owner hereby grants Grantee and NJ TRANSIT bus patrons permission to enter onto and into the Shelter Area depicted on the Bus Shelter Site Plan attached as Exhibit "A".
4. The bus shelter(s) will be installed by NJ TRANSIT and maintained by the CITY OF NORTHFIELD pursuant to a certain Agreement between NJ TRANSIT and the CITY OF NORTHFIELD for procurement and installation of bus shelter(s) to be executed.
5. The bus shelter to be installed on the Property is to be installed at the locations set forth in the attached Exhibit "A", which is made a part of this Deed of Easement and

Agreement.

6. No advertising shall be mounted or attached to, or displayed in or at the bus shelter without the prior written approval of Owner, NJ TRANSIT and the CITY OF NORTHFIELD.
7. If NJ TRANSIT wishes the removal and/or relocation of a bus shelter from a location designated in this Agreement, NJ TRANSIT may, at its sole cost and discretion, upon thirty (30) days notice to the Owner and the CITY OF NORTHFIELD, remove or relocate the bus shelter. At no time shall the Owner or the CITY OF NORTHFIELD remove or relocate a bus shelter installed pursuant to this Agreement without prior approval of NJ TRANSIT.

IN WITNESS THEREOF, the parties hereby execute this Deed of Easement and Agreement to be effective as of the day and year first written above.

ATTEST:

PROPERTY OWNER

By: _____
Authorized Member Date

ATTEST:

CITY OF NORTHFIELD

By: _____
Mayor of the City of Northfield Date

ATTEST:

NEW JERSEY TRANSIT CORPORATION

By: _____
Authorized Signatory Date

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 194-2017**

APPOINTMENT OF SUPERINTENDENT OF PUBLIC WORKS

WHEREAS, in accordance with N.J.S.A. 40A:9-154.5, the City of Northfield has established the position of Municipal Superintendent of Public Works; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Northfield, County of Atlantic, and State of New Jersey that Qwin Vitale be and is hereby appointed as the Municipal Superintendent of Public Works effective September 27, 2017.

BE IT FURTHER RESOLVED that compensation for Qwin Vitale as Municipal Superintendent of Public Works shall be based on an annual salary of \$89,000 and shall be in accordance with the 2017 Municipal Salary Ordinance. For the year 2017, the annual salary shall be paid on a pro-rated basis.

BE IT FURTHER RESOLVED that upon his appointment to the position of Municipal Superintendent of Public Works, Qwin Vitale shall be designated as an exempt employee as that term is defined under the Federal Fair Labor Standards Act and shall therefore not be entitled to overtime compensation and shall work all hours deemed necessary to execute the duties of his position.

BE IT FURTHER RESOLVED, that upon retirement from the City of Northfield, Qwin Vitale shall be eligible for post-retirement health benefits in accordance with the provisions of Chapter 48, PL 1999, which was adopted by the Common Council of the City of Northfield pursuant to Resolution No. 154-2012.

BE IT FURTHER RESOLVED that the terms and conditions of employment, except for those explicitly set forth herein shall be as they are set forth in the City of Northfield personnel policies as of this date or as they may be amended in the future.

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 26th day of September, 2017.

Mary Canesi, RMC, Municipal Clerk