

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JULY 16, 2019**

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 5, 2019.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

Deweese, Korngut, Madden, O'Neill, Perri, Smith, Lischin

APPROVAL OF MINUTES – June 18, 2019

7PM PRESENTATION – Louis Bay Scholarship Semi-Finalist – Bradley Ferguson

COMMITTEE REPORTS

Councilman Perri - Public Works, Roads, Engineering, Sewer Operations, Planning Board, Senior Citizens

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

Councilwoman Korngut – Library, Municipal Alliance, Northfield School, Economic Development, Chamber of Commerce, Technology/MRHS Channel

Councilman Deweese - Buildings/Grounds, Athletic Fields, Bike Path, Parks, Playgrounds

Councilman Smith– Finance/Collections, Little League/Babe Ruth, Shared Services

Councilwoman Madden – Insurance and Safety, Mainland Regional

Council President Lischin - Fire Department/EMS, Cultural Committee

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

146-2019 Approval of Application for a Coin Drop – Family Association of Northfield

147-2019 Acknowledging Retirement of Fire Official

148-2019 To Authorize the Sale of Surplus Property No Longer Needed for Public Use on an Online Auction Website

149-2019 Authorizing Release of a Performance Guarantee and Remaining Inspection Escrow Funds and the Posting of a 2-Year Maintenance Guarantee for Block 78, Lots 14, 18 and 19

150-2019 Authorizing the Extension of an Interlocal Agreement Between the County of Atlantic and the City of Northfield for the Installation of Sidewalks Along a Certain Section of Mill Road (CR 662) in the City of Northfield

151-2019 Award of Contract 2018 Local Road Program

152-2019 Authorizing Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC, to Proceed with Inspection and Contract Management for the Project Known as the 2018 Local Road Paving Project

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JULY 16, 2019**

- 153-2019** Amending Resolution No. 40-2019, Recognizing Members of the Northfield Volunteer Fire Company
- 154-2019** Authorizing the Request for a Bus Shelter and Execution of Agreement with NJ Transit
- 155-2018** Approval of Application for a Coin Drop – Volunteer Fire Company
- 156-2019** Authorizing the Award of Contract without Public Advertisement for Bids to Perna Finnigan Inc. for Sanitary Sewer Main Repair at the Intersection of Tilton Road and Burton Avenue
- 157-2019** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12(B)(7) – Contract Negotiations

ORDINANCE

- 9-2019** Bond Ordinance Appropriating Seven Hundred Twenty-Five Thousand Dollars (\$725,000) and Authorizing the Issuance of Six Hundred Eighty-Eight Thousand Seven Hundred Fifty Dollars (\$688,750) in Bonds or Notes of the City of Northfield for Various Improvements or Purposes Authorized to be Undertaken by the City of Northfield, in the County of Atlantic, New Jersey
2nd Reading / Public Hearing / Final Consideration
Published w Statement in the Press of AC 07/20/2019
- 10-2019** An Ordinance to Amend the Code of the City of Northfield, Section 330-15, Entitled “Newly Paved Streets”
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 07/20/2019
- 11-2019** An Ordinance Amending Chapter 225-5 of the Northfield Municipal Code, Littering Prohibited
Introduction / No Public Input / Published in the Press of AC 07/20/2019
2nd Reading / Public Hearing / Final Consideration 08/13/2019
- 12-2019** An Ordinance Amending Section 215 of the Code of the City of Northfield Governing Land Use and Development
Introduction / No Public Input / Published in the Press of AC 07/20/2019
2nd Reading / Public Hearing / Final Consideration 09/10/2019

PAYMENT OF BILLS \$ 1,733,020.25

MEETING NOTICES

City Council	August 13, 2019	6pm Work Session Regular Session immediately following
Atlantic County Board of Chosen Freeholders	August 27, 2019	4pm City Hall, Council Chambers

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 146-2019**

**APPROVAL OF APPLICATION FOR A COIN DROP
FAMILY ASSOCIATION OF NORTHFIELD**

WHEREAS, Family Association of Northfield has properly submitted an Application for a Coin Drop to be held at the intersection of Tilton Road (CR563), Shore Road (CR585), and Mill Road CR (662) in the City of Northfield for Saturday, August 24, 2019, from 8:00am – 4:00pm; and

WHEREAS, in the event that this date is not available, the applicant presented Saturday, September 22, 2019 from 8:00am to 4:00pm as an alternate date.

WHEREAS, the Police Department has reviewed approved the traffic control plan; and

WHEREAS, this coin drop activity shall be subject to further and final approval by the County of Atlantic; and

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for a Coin Drop to be held at the intersection of Tilton Road (CR563), Shore Road (CR585), and Mill Road CR (662) in the City of Northfield on Saturday, August 24, 2019, from 8:00am – 4:00pm.

BE IT FURTHER RESOLVED, if there is a conflict in dates with the County of Atlantic, that the Family Association of Northfield's alternate date of September 22, 2019 from 8:00am to 4:00pm, be and is approved.

BE IT FURTHER RESOLVED, that the Coin Drop activity shall be deemed finally approved upon receipt of the County's Resolution of Approval, to be provided by the applicant to the City of Northfield 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 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 147-2019**

ACKNOWLEDGING RETIREMENT OF FIRE OFFICIAL

WHEREAS, pursuant to Resolution No. 5-1991, the Common Council of the City of Northfield did appoint Leon Delcher to the position of Fire Official commencing January 1, 1991; and

WHEREAS, Mr. Delcher submitted his letter of retirement, with an effective date of May 23, 2019.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Northfield does hereby acknowledge the retirement of Leon Delcher from the position of Fire Official effective May 23, 2019.

BE IT FURTHER RESOLVED that Mr. Delcher's last day of work was May 21, 2019.

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 Council of Northfield, held this 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 148-2019**

**TO AUTHORIZE THE SALE OF SURPLUS PROPERTY NO LONGER
NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

WHEREAS, the City of Northfield is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:11-36 the City of Northfield may sell any personal property which is no longer needed for public use.

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

1. The sale of surplus property shall be conducted through GovDeals, Inc. pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals, Inc. are available online at govdeals.com and also available from the City Clerk's Office.
2. The sale will be conducted online and the address of the auction site is govdeals.com.
3. The sale is being conducted pursuant to Local Finance Notice 2008-9, and 21-2008.
4. A list of surplus property to be sold is found in schedule A, incorporated herein.
5. The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
6. The City of Northfield reserves the right to accept or reject any bid submitted

I, Mary Canesi, Municipal Clerk of the City of Northfield does hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

City of Northfield, NJ Resolution No. 148-2019		
Schedule A		
Quantity	Description	VIN or Serial #
lot of 26	NEC Desktop Phones	
lot of 26	NEC Desktop Phones	
lot of 14	Flatscreen Computer Monitors	
lot of 7	CRT's	
sold as a lot	5 Keyboards, 2 mice	
lot of 26	PC towers, hard drive removed	
1	Dell Latitude C840 laptop w case	
lot of 7	copiers, printers/scanners/fax	
2	miscellaneous fingerprint equipment	
lot of 3	slide projectors	
1	Reel to Reel projector	
1	Acoustic Model 834 speaker	
1	Samsung DVD Player/Recorder/VCR	
lot of 5	Fixed leg office chair	
1	Wheeled office chair	
2 lots of 4	Wheeled office chair	
lot of 4	Stackable, metal leg office chair	
lot of 3	vintage office chairs	
1	4 drawer filing cabinet	
Total of 38	P5100 series Portable Radios	
	M7100 Mobile Radios	
lot of 8	Motorola HT-220	
lot of 4	Nokia 638	
lot of 2	Motorola pagers	
box	misc pager and wires for parts	
1	Gas Alert MicroClip Detector	
1	Municipal Court videoconferencing system	
lot of 11	Gooseneck microphones	
1	1988 Suburban	1GNGV26K4JF140269
1	1993 Dodge Power Ram 350	1B7KM36ZGPS247428
1	1994 Oldsmobile	1G3AG55M7R6340877
1	2004 Crown Victoria	2FAFP71W24X119960
1	Snow Plow 8'	
1	Snow Plow 8 1/2'	
1	Snow Plow 8 1/2'	
1	Snow Plow 8 1/2'	
1	Carrier and bracket	
1	Carrier and bracket	
1	Carrier and bracket	
1	Carrier and bracket	
1	Snow Plow 8'	
1	Carrier and bracket	

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 149-2019**

**AUTHORIZING RELEASE OF A PERFORMANCE GUARANTEE
AND REMAINING INSPECTION ESCROW FUNDS
AND THE POSTING OF A 2-YEAR MAINTENANCE GUARANTEE FOR
BLOCK 78, LOTS 14, 18 AND 19**

WHEREAS the owner of Block 78, Lots 14, 18 and 19 has requested their Performance Guarantee and remaining Inspection Escrow funds be returned; and

WHEREAS, the Planning Board Engineer has inspected the improvements and has found that all work completed was done in substantial compliance with the requirements of the approved site plan; and

WHEREAS, the Planning Board Engineer's recommendation is to release the Performance Bond in the amount of \$78,298.72, and the 10% cash guarantee in the amount of \$8,377.70 as well as any remaining Inspection Escrow funds; and

WHEREAS, said recommendation is conditioned upon the posting by the owner of a 2-year 15% Maintenance Guarantee in the amount of \$3,879.00 with the Municipal Clerk; and

WHEREAS, the maintenance guarantee in the amount of \$3,879.00 has been posted with the Municipal Clerk.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that the Performance Bond in the amount of \$78,298.72 be returned, and the 10% cash guarantee in the amount of \$8,377.70 be refunded to 2605 Shore Road, LLC, 1409 New Road, Northfield, NJ, 08225.

BE IT FURTHER RESOLVED, that the remaining Inspection Escrow funds in the amount of \$ 1,577.18 also be returned 2605 Shore Road, LLC, 1409 New Road, Northfield, NJ, 08225.

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 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 150-2019**

**AUTHORIZING THE EXTENSION OF AN INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF ATLANTIC AND THE CITY OF
NORTHFIELD FOR THE INSTALLATION OF SIDEWALKS ALONG A
CERTAIN SECTION OF MILL ROAD (CR 662) IN THE CITY OF
NORTHFIELD**

WHEREAS, The City of Northfield and the County of Atlantic have entered into and previously amended an Agreement dated August 30, 2016, generally concerning acquisition of right of way, development of sidewalks along a portion of Mill Road in the City of Northfield and reimbursement of certain costs by the County.

WHEREAS, the City and the County now desire to further amend the said agreement to extend the term for a period of six months to expire on March 31, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the Mayor and Municipal Clerk be and are hereby duly authorized, empowered and directed to execute the Second Amended Agreement attached hereto extending the Contract and Agreement on behalf of the City of Northfield with the County of Atlantic for the installation of a continuous sidewalk along the south side of Mill Road from Maple Run Bridge thru Philmar Drive; and from Northwood Court to Burton Avenue on the north side of Mill Road to March 31, 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 16th day of July, 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 150-2019, ATTACHMENT

**SECOND AMENDED AGREEMENT BETWEEN THE COUNTY OF ATLANTIC AND THE CITY OF NORTHFIELD
REGARDING IMPROVEMENTS TO MILL ROAD (MAPLE RUN BRIDGE THRU PHILMAR DRIVE)**

THIS AMENDED AGREEMENT is made this ____ day of _____ 2019, by and between the **CITY OF NORTHFIELD**, having its office at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter referred to as the "City"); and the **COUNTY OF ATLANTIC**, a body corporate and politic of the State of New Jersey, with offices at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County");

BACKGROUND

The City and the County have entered into an Agreement dated August 30, 2016, generally concerning acquisition of right of way, development of sidewalks along a portion of Mill Road in the City of Northfield and reimbursement of certain costs by the County. The City and the County now desire to amend the said agreement as set forth below. **This Amended Agreement is authorized per County Resolution No. _____, adopted _____ 2019 and City Resolution No. _____ adopted _____ 2019.**

NOW THEREFORE, in consideration of the promises and mutual undertakings exchanged by the City and the County, it is agreed as follows:

1. The Agreement originally executed on August 30, 2016, concerning development of sidewalks along a portion of Mill Road in the City of Northfield, is hereby amended to extend the term for a period of (6) months to expire on March 31, 2020.
2. All other terms, conditions and requirements of the said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives effective as of the day and year first above written.

Attest:

City of Northfield:

Mary Canesi, RMC, Municipal Clerk

Erland Chau, Mayor (Date)

Approved as to Form on behalf of the City of Northfield:

Borough Solicitor

Attest:

County of Atlantic:

Sonya Harris, Clerk
Board of Chosen Freeholders

Dennis Levinson, County Executive (Date)

Approved as to Form on behalf of the County of
Atlantic:

James F. Ferguson, County Counsel

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 151-2019**

AWARD OF CONTRACT FOR 2018 LOCAL ROAD PROGRAM

WHEREAS, bid specifications were prepared and solicited by Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC the for the project known as City of Northfield 2018 Local Road Program; and

WHEREAS, sealed bids were received and opened by the Deputy Municipal Clerk at 11:00am on Thursday, June 20, 2019, from the following:

	Base Bid	Alt. Bid 1	Alt. Bid 2	Total
Arawak Paving	\$548,700.00	\$142,000.00	\$102,800.00	\$793,500.00
South State Inc.	\$558,136.00	\$146,760.00	\$107,917.50	\$812,813.50
A.E. Stone, Inc.	\$562,000.00	\$150,000.00	\$113,000.00	\$825,000.00

WHEREAS, after review of the bids, Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC has recommended to Council that the contract be awarded to Arawak Paving for their base bid in the amount of \$548,700.00, and Alternate Bid #2 in the amount of \$102,800.00, for a total of \$651,500.00.

THEREFORE BE IT RESOLVED that the Common Council of the City of Northfield accepts the base bid in the amount of \$548,700.00, and Alternate Bid #2 in the amount of \$102,800.00, for a total of \$651,500.00 from Arawak Paving, 7503 Weymouth Road, Hammonton, New Jersey.

BE IT FURTHER RESOLVED, Certification of the Availability of funds has been received from the Chief Finance Officer and 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 C-04-55-015-601 and C-04-55-016-100.

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 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 152-2019**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING
ENGINEERS, LLC, TO PROCEED WITH INSPECTION AND
CONTRACT MANAGEMENT FOR THE PROJECT KNOWN AS THE
2018 LOCAL ROAD PAVING PROJECT**

WHEREAS, Schaeffer, Nassar, Scheidegg Consulting Engineers LLC has submitted expenditure requests outlining professional engineering services that will be provided to the City of Northfield; and

WHEREAS, copies of said expenditure requests have been provided to the City Council for their review; and

WHEREAS, City Council has deemed it appropriate to authorize the expenditure of these monies as follows:

<u>Project Description</u>	<u>Estimated Purchase Order Amount</u>
Engineering services as related to inspection and contract management for the 2018 Road Paving Project to include the following: <ul style="list-style-type: none">• 2nd Street, from Davis Avenue to Roosevelt Avenue• Ireland Avenue, <i>from W Franklin Avenue to Gas Co. work limit</i>• Herzel Avenue• Infield Avenue, from Fuae Avenue to Tilton Road• Marita Ann Drive, from Oak Avenue to Ridgewood Drive• Juniper Drive, from Mill Road to Zion Road• Evergreen Avenue, from Debora Street to Walnut Avenue• Park Lane• Burton Avenue, from Tilton Road to Evergreen Avenue	
Total	\$50,000.00

WHEREAS, that certification of funds has been received from the Municipal Finance Officer.

THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that this request is approved as submitted by Schaeffer, Nassar, Scheidegg Consulting Engineers.

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 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 153-2019**

**AMENDING RESOLUTION NO. 40-2019, RECOGNIZING
MEMBERS OF THE NORTHFIELD VOLUNTEER FIRE COMPANY**

IT IS HEREBY RESOLVED that Resolution 40-2019, recognizing members of the City of Northfield Volunteer Fire Company, and adopted January 22, 2019 by the Common Council of the City of Northfield is hereby amended to add member Adrienne Sellitsch, and remove members Colin Dabundo and Eustace Eggie effective July 8, 2019.

BE IT FURTHER RESOLVED that the current list of members of the City of Northfield Volunteer Fire Company as of July 8, 2019 shall be memorializes as follows:

Badger, Cindy	Carey, Louis
Chau, Erland	Cummings, Bruce
Cummings, Bruce Jr.	Cummings, Jason
Flaherty, Brian	Foltz, Brad
Goodman, Scott	Hackett, Edward
Hickey, Daniel	Leeds, Bill
Leeds, Cole	Leeds, Robert
Lichtenberger, Lee	Martinelli, Henry
Mason, Eugene	Morey, Donald Michael
Morey, Kevin	Morey, Thomas
Ordille, John	Pendlebury, John
Pepek, Martin	Scalise, Nicholas
Schaech, Charles	Sellitsch, Adrienne
Shenkus, Eric	Sullivan, John III
Swartz, Robert	Trench, Chris
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 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 154-2019**

**AUTHORIZING THE REQUEST FOR BUS SHELTER
AND EXECUTION OF AGREEMENT WITH NJ TRANSIT**

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

WHEREAS, the governing body of 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, 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 Common 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 one bus shelter is hereby made a part hereof.
2. The Mayor is hereby Authorized to execute the Agreement with NJ Transit

BE IT FURTHER RESOLVED, that final execution of the Agreement shall be subject to the approval of the Atlantic County Board of Chosen Freeholders.

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 16th day of July, 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 154-2019. EXHIBIT A
AGREEMENT BETWEEN
THE NEW JERSEY TRANSIT CORPORATION
AND
MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR
FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS
ON COUNTY ROADS

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

WITNESSETH:

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 and Co-Sponsor desire 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 to NJ TRANSIT by its resolution dated _____, and the Co-Sponsor has concurred with said application by its resolution dated _____, which resolutions are hereby made a part of this Agreement, for the installation of one bus shelter(s) at certain locations within the **City of Northfield in the County of Atlantic**, 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, the County of Atlantic**, 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. and the Co-Sponsor 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 and Co-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 and/or Co-Sponsor hereby grant 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 shall retain ownership of said shelters(s) subject to the terms, condition, 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 substitution 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, NJ TRANSIT may, by its agents, enter upon the site of said 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 a 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(s). The duty to inspect and maintain rests entirely with the Sponsor.

11. 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 Sponsor, remove or relocate the bus shelter. 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, NJDOT, and the Co-Sponsor, 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, and the Co-Sponsor, 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, whether negligent or not, of the Sponsor or Co-Sponsor, their 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 and Co-Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable 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, NJDOT and the Co-Sponsor. 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 and Co-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:

Clerk

Name (Type or Print):

Title (Type or Print):

SPONSOR:

Director or Presiding Date
Officer

Name (Type or Print):

Title (Type or Print):

ATTEST:

Clerk

Name (Type or Print):

Title (Type or Print):

CO-SPONSOR:

Director or Presiding Date
Officer

Name (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.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Date

BUS SHELTERS

EXHIBIT A

LOCATION

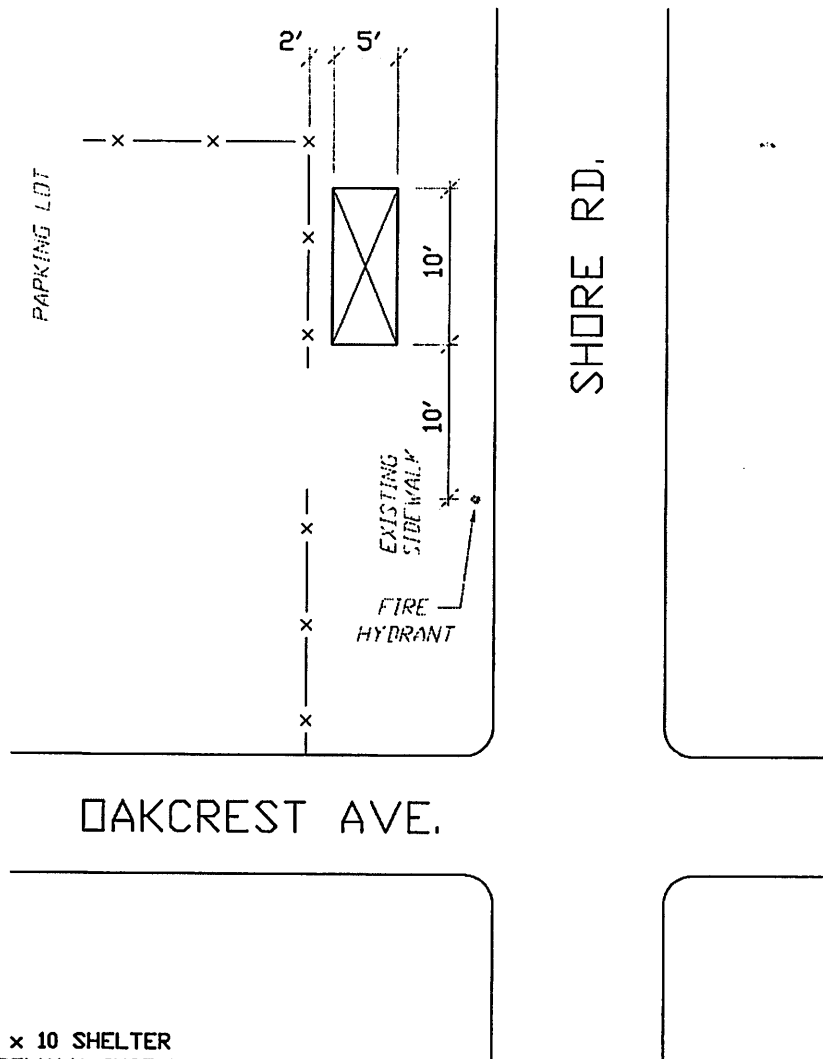
Shore Road, southbound, at
Oakcrest Avenue, near side

SHELTER TYPE

5x10 Standard

NOT TO SCALE

BY FIELD REPRESENTATIVE: DAN O'GORMAN
PHONE# : (973) 491-7820



NOTES:

1. INSTALL NEW 5 x 10 SHELTER ON EXISTING SIDEWALK. INSTALL SHELTER TO BE ADA ACCESSIBLE.

NOTE:

POUR 0 CONCRETE PADS

THIS BENCH TO BE MAINTAINED BY
NORTHFIELD

COUNTY ATLANTIC		SHORE ROAD SOUTHBOUND AT OAKCREST AVE. NEAR SIDE	
MUNICIPALITY NORTHFIELD			
ABUTTING OWNER #2607			
RIGHT OF WAY COUNTY	STOP STATUS ESTABLISHED	BUS SHELTER SITE PLAN NJ TRANSIT BUS OPERATIONS INC. ONE PENN PLAZA EAST NEWARK, N.J. 07105	
SHELTER TYPE 5 x 10 STANDARD	DATE 4/16/19		
LINES SERVED: 507	REQUESTOR CONTACT: MARY CANESI (609) 641-2832		
		BUS STOP #	10771

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 155-2019**

**APPROVAL OF APPLICATION FOR A COIN DROP
NORTHFIELD VOLUNTEER FIRE COMPANY**

WHEREAS, Northfield Volunteer Fire Company has properly submitted an Application for a Coin Drop to be held at the intersection of Tilton Road (CR563), Shore Road (CR585), and Mill Road CR (662) in the City of Northfield for Saturday, Saturday, September 21, 2019, from 9:00am – 4:00pm; and

WHEREAS, in the event that this date is not available, the applicant presented Saturday, September 22, 2019 from 9:00am to 4:00pm as an alternate date.

WHEREAS, the Police Department has reviewed approved the traffic control plan; and

WHEREAS, this coin drop activity shall be subject to further and final approval by the County of Atlantic.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for a Coin Drop to be held at the intersection of Tilton Road (CR563), Shore Road (CR585), and Mill Road CR (662) in the City of Northfield on Saturday, September 21, 2019, from 9:00am – 4:00pm.

BE IT FURTHER RESOLVED, in the event of a conflict in dates with the County of Atlantic, that the Northfield Volunteer Fire Company's alternate date of September 22, 2019 from 9:00am to 4:00pm, be and is approved.

BE IT FURTHER RESOLVED, that the Coin Drop activity shall be deemed finally approved upon receipt of the County's Resolution of Approval, to be provided by the applicant to the City of Northfield 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 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 156-2019**

**AUTHORIZING THE AWARD OF CONTRACT WITHOUT PUBLIC
ADVERTISEMENT FOR BIDS TO PERNA FINNIGAN INC. FOR
SANITARY SEWER MAIN REPAIR AT THE INTERSECTION OF
TILTON ROAD AND BURTON AVENUE**

WHEREAS, the City of Northfield has an urgent need to have sanitary sewer main repaired at the intersection of Tilton Road and Burton Avenue; and

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

WHEREAS, the lowest responsible vendor submitted a price quote in the amount of \$39,865.00 for the required scope of work to effectuate the repair; and

WHEREAS, the anticipated term of this contract is 1 year; and

WHEREAS, pursuant to the provisions of *N.J.S.A. 19:44A-20.*, Perna Finnigan, Inc., has completed and submitted a Business Entity Disclosure Certification which certifies that Perna Finnigan, Inc. has not made any reportable contributions to a political or candidate committee in the City of Northfield in the previous one year, and that the contract will prohibit Perna Finnigan, Inc. from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Northfield authorizes the Chief Financial Officer to enter into a contract with Perna Finnigan, Inc., for the repair of a sanitary sewer main at the intersection of Tilton Road and Burton Avenue.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line C-04-55-016-501.

I, Mary Canesi, Municipal Clerk, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the Common Council of the City of Northfield, held this 17th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 157-2019**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-
12(b)(7) – CONTRACT NEGOTIATION**

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

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

WHEREAS, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public contractual negotiations pertaining to an Agreement for Shared Municipal Court Services with the Township of Egg Harbor Services.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 16th day of July, 2019.

Mary Canesi, RMC, Municipal Clerk