

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
AUGUST 25, 2015**

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

**CERTIFICATES OF COMMENDATION**

Officer Vola & Officer Cornell, Firefighter Nixon, EMT Cuevas & EMT Hunter

**RESOLUTION**

**149-2015** To Approve the Hiring of Herbert Kreuz, Police Officer

**PROCLAMATION** - Roy Clark, In Recognition of 25 Years of Service to the Community

**RESOLUTION**

**150-2015** Changing the Name of a Portion of Birch Grove Park Road to "Joyce Pullan Way"

**APPROVAL OF MINUTES** – July 28, 2015

**COMMITTEE REPORTS**

**MAYOR'S REPORT**

**CITY ENGINEER'S REPORT**

**PUBLIC SESSION/FIVE MINUTES PER SPEAKER**

**RESOLUTIONS**

**151-2015** Seasonal Assignment Birch Grove Park Employee Stephen McKeone

**152-2015** Authorization To Create Municipal Liens For Property Maintenance



**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 151-2015**

**SEASONAL ASSIGNMENT  
BIRCH GROVE PARK EMPLOYEE STEPHEN MCKEONE**

**WHEREAS**, City Council approved the appointment of Stephen McKeone for the position of Seasonal Maintenance Employee at Birch Grove Park beginning January 26, 2015 and

**WHEREAS**, Mr. McKeone's seasonal assignment ended effective July 31, 2015.

**WHEREAS**, there is a need to fill the position of seasonal maintenance employee for Birch Grove for an assignment not to exceed 6 months in length; and

**WHEREAS**, it is the recommendation of Vicky Rutter, Park Supervisor, and Greg Dewees, Birch Grove Park Council Chair, that Stephen McKeone be rehired for the position.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Governing Body of the City of Northfield that Stephen McKeone authorized to be hired as seasonal maintenance employee commencing Tuesday, September 1, 2015.

**IT IS FURTHER RESOLVED** that compensation for Stephen McKeone shall be \$10.40 per hour for up to a 32-hour work week.

**IT IS FURTHER RESOLVED** that Stephen McKeone is not entitled to benefits, to sick or vacation time and shall comply with the Policies and Procedures of the City of Northfield.

**BE IT FURTHER RESOLVED** by the Council of the City of Northfield that the hiring of Stephen McKeone is hereby approved.

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 25th day of August, 2015.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 152-2015**

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

**WHEREAS**, the City of Northfield Inspections Department has notified the property owners of the properties on the attached Exhibit A of violations of the City Property Maintenance Code and

**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 on the attached Exhibit A; and

**WHEREAS**, each property owner listed on the attached Exhibit A 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 on Exhibit A.

**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 Northfield City Council, held this 25th day of August, 2015.

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Mary Canesi , RMC, Municipal Clerk

**EXHIBIT A**

<b><u>BLK</u></b>	<b><u>LOT</u></b>	<b><u>PROPERTY ADDRESS</u></b>	<b><u>AMOUNT</u></b>
14	10.04	2028 SUTTON AVENUE	\$271.53
27	3	539 RIDGEWOOD DRIVE	\$271.53
34	21.08	1906 OAK AVENUE	\$271.53
54	2	501 MAPLE AVENUE	\$276.40
66	6.02	129 FABIAN AVENUE	\$276.40
98	5.01	17 WEST MILL ROAD	\$271.53
132	34	300 WEST FRANKLIN AVENUE	\$276.40
148	12	417 SHORE ROAD	\$276.40
149	9	305 SHORE ROAD	\$271.53
149	10	301 SHORE ROAD	\$276.40
174	1.03	6 GOLFVIEW DRIVE	\$271.53
178	31	414 SHORE ROAD	\$271.53

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 153-2015**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING  
ENGINEERS TO PROCEED WITH CERTAIN PROJECTS**

**WHEREAS**, Schaeffer, Nassar, Scheidegg Consulting Engineers LLC have 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 – Survey, design, bidding, construction, inspection, material testing and contract administration for the 2015 Road Paving & Capital Improvements Project which includes paving the following: <ul style="list-style-type: none"> <li>• Amherst Avenue</li> <li>• Oxford Circle</li> <li>• Steelman Avenue (Cornwall Avenue to Bay Drive)</li> <li>• Cornwall Avenue (East Rosedale to Yorkshire Avenue)</li> <li>• Cove Avenue</li> <li>• Swilkey Avenue</li> <li>• East Glencove</li> <li>• East Vernon Avenue (East of Swilkey Avenue)</li> <li>• Gail Avenue</li> <li>• Alternate Bid Option               <ul style="list-style-type: none"> <li>○ Veteran’s Park on Oak Avenue Asphalt Paths</li> </ul> </li> </ul>	
<b>Total</b>	<b>\$133,960.00</b>

**WHEREAS**, Certification of Availability of Funds has been received from the Chief Finance Officer.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Governing Body of the City of Northfield that this Project 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 City Council of Northfield held this 25<sup>th</sup> day of August 2015.

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

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 154-2015**

**AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE  
AGREEMENT WITH PARTICIPATING UNITS**

**WHEREAS**, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies police, fire departments, fire companies and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

**WHEREAS**, the President in Homeland Security Directive (HSPD)- 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

**WHEREAS**, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

**WHEREAS**, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and

**WHEREAS**, it is deemed to be in the best interests of the residents of this municipality and/or fire district to enter into a mutual aid and assistance agreement with the County of Atlantic and other municipalities including (but not limited to) municipal police, or fire departments, volunteer fire companies and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

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

That the City of Northfield is hereby authorized and directed to enter into the Atlantic County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

**BE IT FURTHER RESOLVED**, that the Mayor and Municipal Clerk of the City of Northfield are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the City of Northfield's police and fire departments.

**BE IT FURTHER RESOLVED**, that the Municipal Clerk is hereby authorized and directed to forthwith forward a copy of this Resolution and an executed copy of the agreement to the offices of the Atlantic County Office of Emergency Management for review and filing by the appropriate Fire and County Prosecutor or his designee as appropriate.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a special meeting of the City Council of Northfield, held this 25<sup>th</sup> day of August, 2015.

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Mary Canesi, RMC, Municipal Clerk

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Erland V. L. Chau, Mayor

**ATLANTIC COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING UNITS**

**THIS AGREEMENT** is made between the parties set forth on Schedule A (attached hereto) all of which are either the County of Atlantic and all of its departments, municipalities including, but not limited to, municipal emergency management agencies, police, Emergency Medical Service and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, or disaster response units, hereinafter sometimes referred to as “Participating Units”, “Requesting Units” or “Responding Units”.

**WHEREAS**, the President in Homeland Security Directive (HSPD)- 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local<sup>1</sup> and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

**WHEREAS**, “The New Jersey Civilian Defense and Disaster Control Act” App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor or County or Local Emergency Management Coordinator control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

**WHEREAS**, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

**WHEREAS**, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

**WHEREAS**, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

**WITNESSETH:**

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<sup>1</sup> As defined in the Homeland Security Act of 2002, Section 2(10): the term “local government” means “(A) county, municipality, city, town, township, local public authority, school district, intrastate district, council of governments...regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity.” 6 U.S.C. 101(10)

**ATLANTIC COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING UNITS**

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
  - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
  - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
  - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
  
2. **Requests for Mutual Aid and Assistance.** All requests for mutual aid and assistance shall be through the office of the Atlantic County Emergency Management Coordinator, the Atlantic County Sheriff's Department Communications, the Atlantic County Fire Coordinator, the Atlantic County EMS Coordinator, the County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. The office of the Atlantic County Sheriff's Department Communications shall immediately summon Participating County Dispatch Centers for notification of requested Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request. At such time when the Atlantic County Emergency Communications Center is fully operational all notification and coordination activities will be switched from the Atlantic County Sheriff's Dispatch Center to the Atlantic County Emergency Communications Center.
  - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the County Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year or for Emergency Management Agencies upon their four (4) year required recertification.

**ATLANTIC COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING UNITS**

- i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.
  - ii. The appropriate County Emergency Management, Fire, EMS or County Prosecutor will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.
  
3. **Tactical Command and Authority at Emergency Scene.** The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).
  
4. **No Charge for Use of Personnel or Equipment.**
  - a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
  - b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
  - c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
  - d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
  - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.

**ATLANTIC COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING UNITS**

5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
  
6. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
  
7. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
  
8. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
  
9. **Term; Withdrawal.** This Agreement shall continue for five (5) years from the date of resolution by the Atlantic County Board of Chosen Freeholders or until terminated or rescinded by all Participating Units. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the Atlantic County Office of Emergency Management, the office of Atlantic County Sheriff's Department Communications, the respective Fire, EMS, County Prosecutor or his designee with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
  
10. **Legal Authority.** This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
  
11. **Entire Agreement.** This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

**ATLANTIC COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING UNITS**

**IN WITNESS WHEREOF**, County of Atlantic and each Municipality, Volunteer Corporation or Fire District representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date and as shown on Schedule A, attached hereto and made a part hereof. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The \_\_\_\_\_ has executed this agreement on the  
(Fire department, Municipality or Corporation)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Authorized Signature: \_\_\_\_\_ Official Title \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Official Title \_\_\_\_\_

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 155-2015**

**RESOLUTION IN SUPPORT OF EXPANDING ACCESS TO DRIVER'S LICENSES TO  
UNDOCUMENTED NEW JERSEY RESIDENTS**

**WHEREAS**, The City of Northfield values the contributions of all residents, including immigrants, to the economic health, cultural diversity, and public safety of the City; and

**WHEREAS**, The City of Northfield recognizes the fundamental importance of all of our residents' ability to participate in CIVIC life, ensure the health and safety of their families, and to move freely across this State; and

**WHEREAS**, New Jersey law currently prohibits undocumented residents from obtaining a driver's license; and

**WHEREAS**, other states, including California, Colorado, Connecticut, Illinois, Maryland Nevada New Mexico, Vermont, Washington, and Utah, as well as Washington, D.C. and Puerto Rico do not prohibit access to driver's licenses based on immigration status; and

**WHEREAS**, the safety of Northfield's roads would be enhanced if all residents of appropriate driving age were tested, trained, licensed, and insured, regardless of immigration status; and

**WHEREAS**, The AAA Foundation for Traffic Safety has documented that car crashes rank among the leading causes of death in the United States and that approximately one in five fatal crashes in the United States involve an unlicensed or invalidly licensed driver; and

**WHEREAS**, New Jersey would become safer with fewer uninsured and unlicensed drivers on the road resulting in a predicted decrease in fatal traffic accidents and fewer hit-and-run crimes; and

**WHEREAS**, the public safety of Northfield would be enhanced by helping bring immigrant communities out of the shadows to participate more fully in civic life, building trust and cooperation between *immigrant* communities and law enforcement and encouraging immigrant communities to report crimes and serve as witnesses in criminal investigations; and

**WHEREAS**, New Jersey Policy Perspective (NJPP) estimates that if New Jersey law were changed to expand access to driver's licenses to undocumented residents, between 153,000 and 278,000 New Jersey residents would apply for a driver's license within the first three years of eligibility; and

**WHEREAS**, expanding access to driver's licenses would enhance New

Jersey's and Northfield's economy; and

**WHEREAS**, undocumented immigrants pay an estimated \$476 million in state and local taxes in New Jersey each year; and

**WHEREAS**, NJPP estimates that New Jersey insurance companies would take in over \$200 million in additional premiums per year, saving money for existing policyholders by expanding the pool of policyholders and reducing the number of claims against uninsured drivers; and

**WHEREAS**, the State of New Jersey would take in millions in new revenue from fees paid by new driver's license applicants and license renewals; and

**WHEREAS**, Northfield's local economy would be bolstered by strengthening the mobility of its workforce and enhancing economic participation in undocumented communities; now therefore

**BE IT RESOLVED** by Northfield City Council that The City of Northfield supports expanding access to driver's licenses to undocumented New Jersey residents; and

**BE IT FURTHER RESOLVED** that Northfield City Council urges the New Jersey State Legislature to pass legislation and urges the Governor to sign legislation expanding access to driver's licenses to undocumented New Jersey residents; and

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be forwarded by the Municipal Clerk to the offices of Senator James Whelan; Assemblyman Chris Brown; Assemblyman Vince Mazzeo; and Governor Chris Christie.

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 25th day of August 2015.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 156-2015**

**A RESOLUTION TO REQUEST STREET LIGHTING  
FROM ATLANTIC CITY ELECTRIC  
ON A CERTAIN SECTION OF BATES AVENUE**

**WHEREAS**, requests have been made from residents of Bates Avenue for Street Lights; and

**WHEREAS**, Acting Chief Paul Newman, Northfield Police Department viewed the area and found that the requests were reasonable; and

**WHEREAS**, Bates Avenue is a City Street; and

**WHEREAS**, Acting Chief Newman requests that Atlantic City Electric consider the installation of a street light on Bates Avenue in the area of 223 Bates Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Northfield that they are in agreement with Acting Chief Newman this request to be sent to Atlantic City Electric to consider street lighting on Bates Avenue.

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 28th day of July, 2015.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 157-2015**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL  
FOR THE YEAR 2015-2016**

**WHEREAS**, an application was submitted by Atlantic City Country Club 1, LLC to the state of New Jersey Division of Alcoholic Beverage Control for a the 2015-2016 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.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Northfield that license number 0118-33-002-010 shall be granted to Atlantic City Country Club 1 LLC effective July 1, 2015 through June 30, 2016.

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 25<sup>th</sup> day of August 2015.

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Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 158-2015**

**A RESOLUTION TO CANCEL BALANCE  
ON 2014-2015 MUNICIPAL ALLIANCE GRANT**

**WHEREAS**, certain Grant balances remain on the City's balance, and it has been determined that they are no longer required; and

**WHEREAS**, it is necessary to formally cancel said balances;

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Northfield, County of Atlantic that the following unexpended appropriation and receivable balances of the Grant Fund be cancelled:

<b>Grant</b>	<b>Receivable</b>	<b>Appropriation</b>	<b>Cash Match</b>
2014-2015 Municipal Alliance	\$4,869.55	\$4,869.55	\$3,443.00

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 25<sup>th</sup> day of August 2015.

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

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 159-2015**

**APPROVING PAYMENT OF THE ACCRUED  
VACATION TIME OF OFFICER MARTIN PEARY TO HIS ESTATE**

**WHEREAS**, Martin Peary was hired as a Patrolman for the Northfield Police Department on June 30, 1997; and

**WHEREAS**, Officer Martin Peary sadly departed this life on July 22, 2015; and

**WHEREAS**, Officer Peary was a member of the PBA Local 77 and his terms and conditions of employment were governed by the collective bargaining agreement between the PBA and the City; and

**WHEREAS**, pursuant to the terms of the collective bargaining agreement between the City and PBA, as of the date of his death, Officer Martin Peary had accumulated 346.75 hours in vacation time; and

**WHEREAS**, as of the date of his death, Officer Martin Peary's hourly rate of pay was \$44.01; and

**WHEREAS**, Article X of the collective bargaining agreement between the PBA and the City does not contemplate payment of accrued vacation time in the event of an employee's death and provides only that: "Compensation for accrued vacation leave shall be paid when the employee becomes separated in good standing, and voluntarily from service with the City."; and

**WHEREAS**, the New Jersey Statutes provides, in pertinent part, at 40A:14-137.1 that "The governing body of any municipality having a paid police... department shall be authorized, upon the death .... of any permanent member of such municipal police department.. to cause to be paid to him or his estate the full amount of any vacation pay accrued but unpaid at the time of his death..."; and

**WHEREAS**, the City Council of the City of Northfield recognizes that the collective bargaining agreement does not address the issue of whether the estate of an employee who dies is entitled to payment of his accumulated vacation time and desires to exercise its authority pursuant to N.J.S.A. 40A:14-137.1 to compensate Officer Peary's Estate for his accumulated vacation time; and

**WHEREAS**, as of the date of his death, Officer Martin Peary used "Kelly" time in excess of what he had earned leaving a deficit \$209.45 which is owed to the City of Northfield; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Northfield, acting pursuant to N.J.S.A. 40A:14-137.1, approves the payment of \$15,051.01 to the Estate of Martin Peary. Said sum represents 346.75 vacation hours at a rate of \$44.01 per hour which is reduced by \$209.45 representing the amount owed to the City for excess use of “Kelly” time.

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 25<sup>th</sup> day of August 2015.

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Mary Canesi, RMC, Municipal Clerk