

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
DECEMBER 16, 2014**

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

APPROVAL OF MINUTES – November 18, 2014

7PM PUBLIC HEARING – ORDINANCE 7-2014

7-2014 *Zoning Ordinance Amendment to Create Multi Family Commercial Zone
2nd Reading*

RESOLUTION AMENDING ORDINANCE 7-2014

200-2014 Amending Ordinance 7-2014 as Introduced, Making Minor Corrections which do not
Constitute Material Changes to the Substance of the Ordinance

ORDINANCE

7-2014 *Zoning Ordinance Amendment to Create Multi Family Commercial Zone
Final Consideration for Adoption
Published in the Press on December 20, 2014*

RESOLUTION – DEVELOPER'S AGREEMENT

201-2014 Resolution of the City of Northfield, County of Atlantic, Authorizing Execution of a
Developer's Agreement with Max Gurwicz and Sons, Inc. for an Inclusionary
Development on Property Located at Block 17, Lots 4, 7, 8, 9, 10, 11 & 12 on the City
of Northfield's Tax Map

COMMITTEE REPORTS

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 200-2014**

**AMENDING ORDINANCE 7-2014 AS INTRODUCED, MAKING A
MINOR CORRECTION WHICH DOES NOT CONSTITUTE A
MATERIAL CHANGE TO THE SUBSTANCE OF THE ORDINANCE**

WHEREAS, Ordinance No.7-2014, entitled An Ordinance Amending the 1986 Land Use and Development Ordinance, As Amended, and Amending the City's Zoning Map to Create the Commercial Multi-Family Zone, was introduced and passed on first reading at a Regular Meeting of the Common Council of the City of Northfield on November 18, 2014; and

WHEREAS, Subsection A. 1. of Ordinance 7-2014 contained an incorrect date reference for the "Concept Plan" referred to in that section; and

WHEREAS, Subsection A.1. shall hereby be amended as follows to reflect the correct date of the "Concept Plan":

There is hereby added a Section 215-158.1 "The C-MF Commercial-Multi-Family Zone"

A. Purpose and Intent.

1. The City of Northfield recognizes the need for affordable housing that can be offered as rentals for the target population. This ordinance creates a C-MF Zone implementing the concept plan by Duffy Dolcy McManus & Roesch, dated November 12, 2014 ("Concept Plan"), designed to create a total of 265 units, including 40 affordable rentals that will be governed by controls on affordability that will terminate after 30 years and comply with all other Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") requirements.

WHEREAS, Subsection G. 14. e. of Ordinance 7-2014 inadvertently omitted a reference to the governing Uniform Housing Affordability Controls and the requirement therein for a 30 year deed restriction control, otherwise cited to and referenced in Ordinance 7-2014; and

WHEREAS, Subsection G.14.e shall hereby be amended as follows to reference the governing Uniform Housing Affordability Controls and the requirement therein for a 30 year deed restriction control, otherwise cited to and referenced in Ordinance 7-2014:

- G. Standards related to multi-family residential development on the Multi-Family Residential Development Lot and the EHT Lot:**

14. Affordable Housing Requirements
 - e. Controls on affordability shall expire on each unit 30 years subsequent to the initial certificate of occupancy in accordance with UHAC standards. Each unit will be deed restricted in accordance with the UHAC guidelines and controls on affordability.

WHEREAS, no other changes to Ordinance 7-2014, as introduced are being made.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Northfield, County of Atlantic and State of New Jersey that Ordinance 7-2014 is hereby amended, prior to public hearing and final consideration, to reflect the correct the date of the “Concept Plan” referred to in Ordinance 7-2014 of November 12, 2014 and to include reference to the governing Uniform Housing Affordability Controls and the requirement therein for a 30 year deed restriction control.

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 December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 201-2014**

**RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF
ATLANTIC, AUTHORIZING EXECUTION OF A DEVELOPER'S
AGREEMENT WITH MAX GURWICZ AND SONS, INC. FOR AN
INCLUSIONARY DEVELOPMENT ON PROPERTY LOCATED AT
BLOCK 17, LOTS 4, 7, 8, 9, 10, 11 & 12 ON THE CITY OF
NORTHFIELD'S TAX MAP**

WHEREAS, on April 3, 2014, Max Gurwicz & Sons, Inc. ("MGS") expressed interested in pursuing an inclusionary development on its property located at Block 17, Lots 4, 7, 8, 9, 10, 11 & 12 on the City of Northfield's Tax Map (hereinafter the "MGS Site"); and

WHEREAS, on April 16, 2014, the City responded by expressing willingness to explore ways to create affordable housing while avoiding, if possible, unnecessary Mount Laurel litigation; and

WHEREAS, accordingly, the Parties commenced discussions concerning the rezoning of the MGS Site in such a way to assist the City in addressing its current and future affordable housing obligations while simultaneously providing MGS with the opportunity to develop Site in an economically feasible manner; and

WHEREAS, on May 13, 2014, the City Council adopted a Mount Laurel "catalyst resolution," which stipulates that the City is not in compliance with its affordable housing obligations, but which also formally commits the City to taking the actions necessary to achieve constitutional compliance; and

WHEREAS, the catalyst resolution recognized that MGS would have standing to file a Mount Laurel lawsuit against Northfield if negotiations with the City reached an impasse, but it also declared that the City (a) is the "catalyst for change" vis-à-vis any other potential Mount Laurel plaintiff and (b) is committed to achieve Mount Laurel compliance voluntarily; and

WHEREAS, on May 16, 2014, the City filed a complaint seeking declaratory relief styled In the Matter of the Application of the City of Northfield, Atlantic County, Docket No. ATL-L-2050-14 (hereinafter "DJ Action"), which is sanctioned by the principles articulated in J.W. Field Co., Inc. v. Tp. of Franklin, 204 N.J.Super. 445 (Law Div. 1985); and

WHEREAS, the DJ Action included (1) a request for the Court to enter a protective order while Northfield drafts, adopts, and endorses a Housing Element and Fair Share Plan (hereinafter "Affordable Housing Plan") to address Northfield's current affordable housing obligations as well as any future to be set

forth in the Round 3 affordable housing regulations proposed by the New Jersey Council on Affordable Housing (“COAH”) which COAH has announced will be adopted and published later this year; and (2) an Order approving the Affordable Housing Plan to be adopted by Northfield while under the immunity provided for by the protective order; and

WHEREAS, on May 16, 2014, the City also filed a Motion for Temporary Immunity (hereinafter “Motion”) simultaneously with the DJ Action; and

WHEREAS, while the Court was in the process of reviewing the City’s Motion, the Parties continued to engage in good faith negotiations concerning the proposed inclusionary development (hereinafter the MGS Proposed Project”) on the MGS Site; and

WHEREAS, in July of 2014, the Parties reached an agreement in principal regarding the general terms of the MGS Proposed Project; and

WHEREAS, immediately thereafter, the Parties began drafting an ordinance (hereinafter “Rezoning Ordinance”) delineating the terms of the agreement and the details necessary to permit MGS to file a conforming development application with the Planning Board at the appropriate time; and

WHEREAS, in response to the notice of the City’s DJ Action and Motion, Fair Share Housing Center, New Jersey’s most devoted affordable housing advocate (hereinafter “FSHC”), expressed its concerns regarding the undefined deadline for the City to adopt, endorse, and file its Affordable Housing Plan; and

WHEREAS, the City collaborated with MGS and FSHC and, on July 31, 2014, presented a proposed form of Consent Order for consideration by the Court which, if entered, would provide the City with the relief sought in the Motion and would address the various issues raised by MGS and FSHC in association therewith; and

WHEREAS, the Consent Order also (1) contemplated a series of events culminating in the rezoning of the MGS Site on or before November 18, 2014; and (2) requires the City to adopt, endorse, and file its Affordable Housing Plan no later than January 15, 2015; and

WHEREAS, on August 25, 2014, Honorable Donna M. Taylor, J.S.C. entered the Consent Order, incorporated herein by reference; and

WHEREAS, on September 9, 2014, the Parties reached an agreement on the general terms of the Rezoning Ordinance; and

WHEREAS, on September 9, 2014, the City’s Mount Laurel

professionals also made the first of two public presentations at a work session of the City Council to discuss the City's Mount Laurel obligations, to provide an overview of the events leading to the drafting of the proposed Rezoning Ordinance, to discuss the details of the proposed Rezoning Ordinance, and to answer any questions posed by the public and the members of the governing body; and

WHEREAS, on or around October 1, 2014, the Parties reached an agreement on the form and substance of the Rezoning Ordinance; and

WHEREAS, on October 14, 2014, the City's Mount Laurel professionals made the second public presentation with a format consistent with the meeting conducted on September 9, 2014; and

WHEREAS, on November 18, 2014, the City Council introduced the Rezoning Ordinance and simultaneously referred same to the Northfield Planning Board pursuant to N.J.S.A. 40:55D-64; and

WHEREAS, at this meeting, the City provided the public with a draft copy of the Rezoning Ordinance and revised Zoning Map for review and comment; and

WHEREAS, on December 12, 2014, Honorable Nelson C. Johnson, J.S.C. entered an Order, incorporated herein by reference, setting forth additional parameters relevant to the MGS inclusionary development proposal and extending the City's deadline to adopt, endorse, and file its Affordable Housing Plan from January 15, 2014 to January 29, 2014; and

WHEREAS, on December 4, 2014, following review of the introduced Rezoning Ordinance, the Northfield Planning Board issued a favorable report to the City Council pursuant to N.J.S.A. 40:55D-26, incorporated herein by reference; and

WHEREAS, on December 16, 2014, the City Council adopted the Rezoning Ordinance in the form attached hereto as Exhibit A; and

WHEREAS, pursuant to the terms successfully negotiated by the Parties and the parameters of the Rezoning Ordinance, MGS intends to develop its Proposed Project as an inclusionary rental development at a maximum density of thirteen (13) units per acre and up to 265 apartment units, fifteen percent (15%) of which will be affordable to the region's low and moderate income households; will comply with all relevant COAH regulations and policies and the Uniform Housing Affordability Controls ("UHAC") regulations (N.J.A.C. 5:80-26.1 et seq.); and will remain creditworthy to enable the City to apply such credits to satisfy its future affordable housing obligations; and

WHEREAS, the New Jersey Council on Affordable Housing (“COAH”) has determined that there is a local need for the affordable housing contemplated in the MGS Proposed Project and these units will assist Northfield in satisfying its affordable housing obligations; and

WHEREAS, the City and MGS have agreed to enter into a comprehensive Developer’s Agreement, attached hereto as Exhibit B, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

WHEREAS, in light of the above and all relevant facts and issues considered, the Northfield City Council declares that it is in best interests of the City of Northfield to enter into the proposed Developer’s Agreement with MGS to avoid the costs on Mount Laurel litigation and to provide the housing to be developed on the MGS Site.

NOW, THEREFORE, BE IT RESOLVED by the Northfield City Council as follows:

The Mayor of the City of Northfield or his legal designee is hereby authorized to execute the proposed Developer’s Agreement with MGS substantially in the form as attached hereto as Exhibit B, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor in his discretion and in consultation with the City’s professionals, which additions, deletions, modifications or amendments do not alter the substantive rights and/or the obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the proposed agreement.

2. Such authorization is strictly contingent upon the Northfield Planning Board taking similar action.

3. The City’s Professionals are hereby authorized and directed to take the reasonable steps necessary to maximize the number of affordable housing credits realized by the City through development of the MGS site.

4. This Resolution shall take effect immediately.

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 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

**Developer's Agreement
by and between**

The City of Northfield and the City of Northfield Planning Board

and

Max Gurwicz & Sons, Inc.

DEVELOPER'S AGREEMENT

THIS AGREEMENT ("Agreement") made this _____ day of December, 2014 by and between:

CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, County of Atlantic, having an address at 1600 Shore Road, Northfield NJ 08225, (hereinafter the "City");

And

CITY OF NORTHFIELD PLANNING BOARD, a municipal land use agency created by the City, organized and existing under the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. (the "MLUL"), having an address at 1600 Shore Road, Northfield NJ 08225, (hereinafter the "Planning Board" or "Board", and together with the City, "Northfield");

And

MAX GURWICZ & SONS, INC., a New Jersey corporation having an address at 331 Tilton Road, Northfield NJ 08225;

And

HERZEL GURZWICZ, an individual, having an address at 331 Tilton Road, Northfield NJ 08225 (together with Max Gurwicz & Sons, Inc., "MGS")

Collectively, the City, the Planning Board and MGS shall be referred to as the "Parties."

WHEREAS, on April 3, 2014, MGS expressed its interested in pursuing an inclusionary development on its property located at Block 17, Lots 4, 7, 8, 9, 10, 11 & 12 on the City of Northfield's Tax Map and Block 2208, Lot 10 in Egg Harbor Township (hereinafter the "MGS Site"); and

WHEREAS, on April 16, 2014, the City responded by expressing its willingness to explore ways to create affordable housing while avoiding, if possible, Mount Laurel unnecessary litigation; and

WHEREAS, accordingly, the Parties commenced discussions concerning the rezoning of the MGS Site in such a way to assist the City in addressing its current and future affordable housing obligations while simultaneously providing MGS with the opportunity to develop the MGS Site in an economically feasible manner; and

WHEREAS, on May 13, 2014, the City Council adopted a Mount Laurel

“catalyst resolution,” which stipulates that the City is not in compliance with its affordable housing obligations, but which also formally commits the City to taking the actions necessary to achieve constitutional compliance; and

WHEREAS, the catalyst resolution recognized that MGS would have standing to file a Mount Laurel lawsuit against Northfield if negotiations with the City reached an impasse, but it also declared that the City (a) is the “catalyst for change” vis-à-vis any other potential Mount Laurel plaintiff and (b) is committed to achieve Mount Laurel compliance voluntarily; and

WHEREAS, on May 16, 2014, the City filed a complaint seeking declaratory relief styled In the Matter of the Application of the City of Northfield, Atlantic County, Docket No. ATL-L-2050-14 (hereinafter “DJ Action”); and

WHEREAS, the DJ Action included (1) a request for the Court to enter a protective order while Northfield drafts, adopts, and endorses a Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”) to address Northfield’s current affordable housing obligations as well as any future obligations to be set forth in the Round 3 affordable housing regulations proposed by the New Jersey Council on Affordable Housing (“COAH”); and (2) an Order approving the Affordable Housing Plan to be adopted by Northfield while under the immunity provided for by the protective order; and

WHEREAS, on May 16, 2014, the City also filed a Motion for Temporary Immunity (hereinafter “Motion”) simultaneously with the DJ Action; and

WHEREAS, while the Court was in the process of reviewing the City’s Motion, the Parties continued to engage in good faith negotiations concerning the proposed inclusionary development (hereinafter the “Proposed Project”) on the MGS Site; and

WHEREAS, in July of 2014, the Parties reached an agreement in principle regarding the general terms of the Proposed Project; and

WHEREAS, immediately thereafter, the Parties began drafting an ordinance (hereinafter “Rezoning Ordinance”) delineating the terms of the agreement and the details necessary to permit MGS to file a development application for the Proposed Project with the Planning Board at the appropriate time; and

WHEREAS, in response to the notice of the City’s DJ Action and Motion, Fair Share Housing Center, New Jersey’s most devoted affordable housing advocate (hereinafter “FSHC”), expressed its concerns regarding the undefined deadline for the City to adopt, endorse, and file its Affordable Housing Plan; and

WHEREAS, the City collaborated with MGS and FSHC and, on July 31, 2014, presented a proposed form of Consent Order for consideration by the Court which, if entered, would provide the City with the relief sought in the Motion and would address the various issues raised by MGS and FSHC in association therewith; and

WHEREAS, the Consent Order also (1) contemplated a series of events culminating in the rezoning of the MGS Site on or before November 18, 2014; and (2) required the City to adopt, endorse, and file its Affordable Housing Plan no later than January 15, 2015; and

WHEREAS, on August 25, 2014, Honorable Donna M. Taylor, J.S.C. entered the Consent Order, attached hereto as Exhibit A; and

WHEREAS, accordingly, the City began taking the steps contemplated in the Consent Order leading to the rezoning of the MGS Site which would be consistent with the terms and conditions resulting from the ongoing negotiations between the Parties concerning the details associated with the Rezoning Ordinance; and

WHEREAS, on September 9, 2014, the Parties reached an agreement on the general terms of the Rezoning Ordinance; and

WHEREAS, on September 9, 2014, the City's Mount Laurel professionals also made the first of two public presentations at a work session of the City Council to discuss the City's Mount Laurel obligations, to provide an overview of the events leading to the drafting of the proposed Rezoning Ordinance, to discuss the details of the proposed Rezoning Ordinance, and to answer any questions posed by the public and the members of the governing body; and

WHEREAS, on or around October 1, 2014, the Parties reached an agreement on the form and substance of the Rezoning Ordinance; and

WHEREAS, on October 14, 2014, the City's Mount Laurel professionals made the second public presentation with a format consistent with the meeting conducted on September 9, 2014; and

WHEREAS, on November 18, 2014, the City Council introduced the Rezoning Ordinance and simultaneously referred same to the Northfield Planning Board pursuant to N.J.S.A. 40:55D-64; and

WHEREAS, at this meeting, the City provided the public with a draft copy of the Rezoning Ordinance and revised Zoning Map for review and comment; and

WHEREAS, on December 12, 2014, Honorable Nelson C. Johnson, J.S.C. entered an Order, attached hereto as Exhibit B, setting forth additional parameters relevant to this Agreement and extending the City's deadline to adopt, endorse, and file its Affordable Housing Plan from January 15, 2014 to January 29, 2014; and

WHEREAS, on December 4, 2014, following review of the introduced Rezoning Ordinance, the Planning Board issued a favorable report to the City Council pursuant to N.J.S.A. 40:55D-26; and

WHEREAS, on December 16, 2014, the City Council adopted the Rezoning Ordinance, attached hereto as Exhibit C; and

WHEREAS, using the parameters of the Rezoning Ordinance as its guide, MGS intends to develop its site in a manner consistent with the Concept Plan attached hereto as Exhibit D; and

WHEREAS, in light of the above, pursuant to the terms successfully negotiated by the Parties, and subject to the details delineated herein, MGS intends to develop the Proposed Project as an inclusionary rental development at a maximum density of thirteen (13) units per acre and up to 265 rental apartment units, fifteen percent (15%) of which will be affordable to the region's low and moderate income households; and

WHEREAS, to assure that the Proposed Project generates affordable housing credits to be applied to the City's affordable housing obligations, the affordable units within the Proposed Project shall be developed in accordance with Southern Burlington County NAACP v. Township of Mt. Laurel, 67 N.J. 151 (1975), Southern Burlington County NAACP, et al v. Township of Mt. Laurel, 92 N.J. 158 (1983), the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA") and its implementing regulations, and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") (collectively the "Relevant Affordable Housing Laws"); and

WHEREAS, the City has determined that there is a local need for affordable housing contemplated in the Proposed Project and that these units will assist Northfield in satisfying its affordable housing obligations; and

WHEREAS, Northfield and MGS have agreed to enter into this comprehensive Developer's Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

WHEREAS, the Parties agree to be bound by and to satisfy the contractual obligations strictly in accordance with the relevant terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I – PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the development of up to forty (40) affordable rental units available to the region’s low and moderate income households, pursuant to the Relevant Affordable Housing Laws.

ARTICLE II - BASIC TERMS AND CONDITIONS

2.1 This Agreement is subject to Court approval following a duly noticed “Fairness Hearing.” Within thirty (30) days from the date of the adoption of the Rezoning Ordinance, the Parties shall jointly apply for Court approval of the Rezoning Ordinance and this Agreement via a properly-noticed Fairness Hearing. MGS shall initiate and the City shall cooperate in any such application to the Court.

2.2 The terms of this Agreement shall be incorporated in the Affordable Housing Plan adopted by the Planning Board and endorsed by the City insofar as it impacts the MGS Site. Unless otherwise ordered by the Court, the Affordable Housing Plan shall address the City’s indigenous need rehabilitation and prior cycle obligations and shall reflect the rezoning of the MGS Site as described in this Agreement and as set forth in the Rezoning Ordinance at Exhibit C.

2.3 In the event of any challenges to the Court’s approval of this Agreement, the Affordable Housing Plan, or the Rezoning Ordinance described herein or attached hereto, the Parties must diligently defend any such challenge. In addition, if any such challenge results in a modification of this Agreement or the Rezoning Ordinance, the Parties must negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement. If, after such negotiations, the Parties cannot agree upon an amended Agreement, then this Agreement is void.

ARTICLE III – MGS OBLIGATIONS

3.1 Obligation To Submit Development Application(s) Substantially Consistent With The Concept Plan: MGS shall file and seek Planning Board approval of a development plan application or applications consistent with the Rezoning Ordinance and Concept Plan attached hereto as Exhibits C and D. MGS does not contemplate that any waivers and/or variances will be necessary to develop the MGS Site in accordance with the Concept Plan.

However, the parties acknowledge that MGS has not yet engineered the Proposed Project nor have construction drawings been prepared and that, upon engineering the Proposed Project, developing construction drawings, and submission of the land development application(s), it may become necessary to seek waivers, variances, and/or other relief in accordance with the MLUL. MGS will provide garages for at least 10 percent (10%) of the units within the Proposed Project. MGS is not required to provide garages for any of the affordable units. In addition to the permitted 265 rental units, MGS shall have the right to construct and maintain an additional non-rental unit for the sole purpose for an on-site MGS maintenance person for the Proposed Project. Nothing in this Agreement shall prohibit MGS, at its sole discretion, from phasing the construction of the Proposed Project in as many phases that it deems necessary. MGS shall use commercially reasonable efforts to obtain all Required Approvals (as defined in Section 4.6), and market rate construction and permanent financing sufficient to design and construct the Proposed Project on the MGS Site as set forth in the Concept Plan attached hereto as Exhibit D. Notwithstanding any other provisions of this Agreement to the contrary, unless mutually agreed to by the Parties in a written amendment hereto, MGS has no affirmative obligation to construct the Proposed Project.

3.2 Obligation to Secure Subdivision Approval Prior to Development of the Proposed Project: The Rezoning Ordinance at Exhibit C contemplates the subdivision of the MGS Site to include (1) the future residential lot(s), the existing commercial lot(s), and the future commercial lot(s). Prior to construction of any structures on the MGS Site, MGS shall secure the appropriate subdivision approval from the Planning Board, which subdivision shall be consistent with the Rezoning Ordinance. In accordance with N.J.S.A. 40:55D-38c, this requirement shall not prohibit MGS from conducting site work prior to securing subdivision approval.

3.3 Obligation To Deed-Restrict Fifteen (15) Percent Set-Aside With Restrictions To Remain In Place For Thirty (30) Years. MGS shall have an obligation to deed-restrict fifteen (15%) percent of all new units it constructs as affordable units and such units will comply with UHAC as the same may be amended from time to time. The affordable units shall comply with the previous sentence for a period of thirty (30) years (“Deed-Restriction Period”). This obligation includes, but is not limited to, the obligation to comply with the bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, affirmative marketing requirements, candidate qualification and screening requirements, re-rental requirements and deed restriction requirements. MGS shall select and have the obligation to pay the costs of an Administrative Agent (which may be an employee of MGS) to perform the administrative tasks associated with the affordable units and shall comply with all requirements of UHAC. If the City should require reporting as to the state of compliance with Relevant Affordable Housing Laws, upon written notice, MGS shall supply any such information within its possession as may be reasonably required.

3.4 Obligation to Take Measures To Avoid the Conversion of Lofts And Non-Bedroom Areas Into Additional Bedrooms: MGS shall use reasonable measures to prevent lofts and non-bedroom areas from functioning as, or being converted to, an additional bedroom. MGS shall include a provisions within all lease agreements, and the enforcement of such provisions, prohibiting lofts and non-bedroom areas to be used as a bedroom or sleeping area.

3.5 Obligation to Record this Agreement: After all Required Approvals (as defined in Section 4.6), but prior to the issuance of building permits for the construction of the Proposed Project, MGS shall record this Agreement with the Clerk of Atlantic County.

3.6 Obligation Not To Oppose City's Application for Approval of its Affordable Housing Plan: As it pertains to the MGS Site, MGS shall not directly or indirectly oppose or undertake any action to interfere with the Courts' approval and/or implementation of the City's Affordable Housing Plan, as it may be amended in any form, unless the Affordable Housing Plan materially affects or deprives MGS of any rights created hereunder. Notwithstanding the foregoing, nothing in this Agreement shall prohibit MGS and/or any of its principals from objecting to the City's Affordable Housing Plan to the extent that it affects or deprives MGS and/or any of its principals of any rights relating to other property located within the City.

3.7 Obligation to Waive All Mount Laurel Claims Against the City and Its Planning Board. Upon execution and entry by the Court of a consent order incorporating and approving this Agreement with no appeals having been brought, and upon the passage of the Rezoning Ordinance, and the grant of the Planning Board approvals for the Proposed Project with no appeals having been brought, that consent order shall operate as a bar to any objections and/or claims related to the MGS Site that MGS may have against the City and Planning Board concerning judicial approval of the Affordable Housing Plan in its current or future form provided that the Affordable Housing Plan includes the Rezoning Ordinance, the MGS Site and the Proposed Project (as contemplated in the Concept Plan) therein subject to the terms hereof.

3.8 Obligation to Assure That The Proposed Project Will Not Be Converted To Condominiums For Deed-Restriction Period: MGS shall not convert the units into condominiums during the Deed-Restriction Period.

ARTICLE IV - OBLIGATIONS OF THE CITY

4.1 Obligation To Consider Rezoning Ordinance. In accordance with the schedule set forth in the Order at Exhibit B, the City shall introduce and commence hearings on the Rezoning Ordinance attached hereto as Exhibit C, after a duly noticed public hearing. The City shall comply with the requirements of

N.J.S.A. 40:55D-62a in dealing with any inconsistencies between the Rezoning Ordinance and the land use element.

4.2 Obligation To Pay For Special Master If Required For A Fairness Hearing. If the services of the Special Master are required for a Fairness Hearing on the Rezoning Ordinance and this Agreement, the City agrees to pay all costs and fees associated with such services, except that MGS agrees to pay for the lesser of (a) one half of such costs and fees, or (b) \$5,000.

4.3 Obligation To Preserve The Rezoning Ordinance. The Rezoning Ordinance shall not be amended or rescinded, without the approval of MGS or order of the Court, until the later of: (i) the date of the termination of the Round 3 period of repose granted to the City by the Superior Court; (ii) twenty (20) years from the effective date of the Rezoning Ordinance; or (iii) any date which may be applicable by virtue of the application of the Relevant Affordable Housing Laws. Conversely, there shall be no requirement for the Rezoning Ordinance to remain in effect upon the expiration of all of the aforesaid three events. Notwithstanding the foregoing, the time period for the preservation of the Rezoning Ordinance shall be tolled for a period equal in length to the time of any appeal of the Rezoning Ordinance, this Agreement, or any of the Required approvals (as defined in Section 4.6).

4.4 Obligation to Reserve Sufficient Water and Sewer Capacity: Subject to and consistent with other provisions in this Agreement, and consistent with the Relevant Affordable Housing Laws, Northfield shall reserve sufficient sewer and water capacity for the Proposed Project, to the extent such capacity is available.

4.5 Obligation To Cooperate: The City acknowledges that in order for MGS to construct its Proposed Project, MGS will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the City, the Planning Board, the County of Atlantic, the Atlantic County Utilities Authority, the Atlantic County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, the Soil Conservation District and the like, including all ordinance requirements as to site plan and subdivision (the "Required Approvals"). The City agrees to use all reasonable efforts to assist MGS in its undertakings to obtain the required approvals. Notwithstanding the foregoing, the City shall not be obligated to expend any funds to obtain or assist in obtaining the required approvals except for the costs of City employees as is ordinary and customary in the conduct of the City's business. The obligation to cooperate is subject to MGS' obligation to make timely payment of all real property taxes and any other relevant fees due and owing during the term hereof.

ARTICLE V – OBLIGATIONS OF THE PLANNING BOARD

5.1 Obligation to Process MGS' Development Applications with Reasonable Diligence. The Planning Board shall expedite the processing of MGS' development applications upon adoption of the Rezoning Ordinance following Court approval of and/or Fairness Hearing on the Rezoning Ordinance and this Agreement, in accordance with N.J.A.C. 5:93-10.1(a) and within the time limits imposed by the MLUL. In accordance with N.J.A.C. 5:93-10(b), the Planning Board shall cooperate in granting all reasonable waivers and/or variances that are necessary to develop the MGS Site in accordance with the Concept Plan. In the event of any appeal of the Rezoning Ordinance or Court approval of this Agreement, the Board shall process and vote on any development application by MGS for the MGS Site which decision may be conditioned upon the outcome of any pending appeal.

5.2 Obligation to Consider Amendment to Housing Plan and the City's Master Plan. To the extent that the Planning Board has not done so prior to the full execution of this Agreement, within forty five (45) days of the adoption of the Rezoning Ordinance the Planning Board shall schedule and conduct a public hearing on amendments to the City's Master Plan in a manner consistent with the Rezoning Ordinance including, but not limited to, adoption of an Affordable Housing Plan and land use element. The Planning Board shall include the Proposed Project as a component of the Affordable Housing Plan.

5.3 Obligation to Refrain From Imposing Cost-Generative Requirements. The Planning Board recognizes that the Rezoning Ordinance, Concept Plan, Proposed Project and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Relevant Affordable Housing Laws, and MGS shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments. Therefore, subject to and in accordance with Section 3.1 and 5.1, if MGS applies to the Planning Board for approval of the Proposed Project consistent with the Rezoning Ordinance and the Concept Plan, the Planning Board shall comply with N.J.A.C. 5:93-10 and will not impose development standards and/or requirements that would be objectively considered to be "cost generative." The parties agree that compliance with the New Jersey Residential Site Improvement Standards (RSIS) is not cost generative. Subject to and in accordance with Section 3.1, the parties also agree that the standards within the Rezoning Ordinance are not cost generative with the following exceptions:

(a) Any requirement in the Rezoning Ordinance that refers to a standard in another section of the Land Use and Development Ordinance, including, but not limited to: the environmental impact study; landscaping; buffer; street trees; fencing; signage and hedges.

(b) Section C2(b) which provides an open ended list of passive or active recreational facilities.

(c) The second sentence of Section G6(a) that provides an open ended standard for sidewalks to reasonably connect residential units to the parking and recreational areas.

(d) Section G6(b) which provides for a possible future connection between the multi-family residential lot and the existing commercial lot.

(e) Section G7(c) which provides for an open ended list of recreational amenities.

In addition, although MGS agrees to the principal that buildings shall be designed to have a residential verses an institutional appearance, MGS reserves the right to contest the Planning Board's interpretation of Section (G)16 to be cost generative.

Nothing shall prevent MGS from applying for a waiver or variance from any standard imposed by the City's Land Use and Development Ordinance.

ARTICLE VI – MUTUAL OBLIGATIONS

6.1 Obligation To Comply with State Regulations: The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Proposed Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

6.2 Mutual Good Faith, Cooperation and Assistance. The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this Agreement and Affordable Housing Plan by the Superior Court, the adoption of the Rezoning Ordinance, the development of the MGS Site consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

6.3 If, after consideration of public comments at any required hearing regarding the adoption of the Rezoning Ordinance, the Affordable Housing Plan, the City or Planning Board elects not to take any action contemplated in this Agreement, the Parties shall be restored to the status quo ante to the date hereof and all claims and defenses available now shall be available to the Parties then and the City shall pay all costs and expenses of MGS in entering into and attempting to implement this Agreement. Notwithstanding the foregoing, no Party shall be entitled to use this Agreement, or negotiations in conjunction therewith, to attempt to prejudice the other in any future proceedings.

6.4 Defense of Agreement. Each party exclusively shall be responsible for all costs which they may incur in obtaining Court approval of this Agreement and any appeal therefrom, or from the adoption of the Rezoning Ordinance Amendment or the Affordable Housing Plan or any part thereof. The Parties shall diligently defend any such challenge.

ARTICLE VII - AFFORDABLE HOUSING CREDITS

7.1 Application Of Affordable Housing Credits: The Parties agree that the City, subject to approval by the Court, shall be permitted to apply the affordable housing units contemplated by this Agreement towards its Mount Laurel obligations as established by COAH or other public entity with jurisdiction over establishing municipal “fair share” allocations. The Parties acknowledge that the City intends to seek up to forty (40) affordable housing credits, plus any allowable “bonus credits” permitted under the Relevant Affordable Housing Laws. These are essential and non-severable conditions of this Agreement. Upon written notice, MGS agrees to supply the City all documents within its possession that may be reasonably necessary to demonstrate the creditworthiness of the affordable units.

7.2 Rental Bonuses: MGS shall not oppose an application by the City to the Court for rental bonus credits for the affordable units contemplated by this Agreement.

ARTICLE VIII - COOPERATION AND COMPLIANCE

8.1 Implementation And Enforcement Of Agreement: The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement, subject to prior written agreement between the Parties on payment by the requesting party of the requested party’s direct costs and expenses in connection with such assistance. The City’s obligation to cooperate shall be further conditioned upon MGS paying and maintaining current real estate taxes.

ARTICLE IX - NOTICES

9.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the MGS Site (herein “Notice[s]”) shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as

follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO MGS: **Max Gurwicz & Sons, Inc.**
Attention: Mitchell Gurwicz
331 Tilton Road
P.O. Box 5
Northfield NJ 08225
Facsimile: (609) 646-3345

WITH COPIES TO: **Nehmad Perillo & Davis, PC**
Attention: Tracy A. Siebold, Esq.
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234
Fax: (609) 926-9721

TO THE CITY OF NORTHFIELD:

The City of Northfield
Attention: Mary Canesi, City Clerk
1600 Shore Road
Northfield NJ 08225
Fax: (609) 641-6624

WITH COPIES TO: **Jeffrey R. Surenian and Associates, LLC**
Esq. Attention: Michael A. Jedziniak, 707 Union Avenue, Suite 301

Brielle, NJ 08730
Fax: (732) 612-3101

AND TO: Kristopher J. Facenda, Esq., City Solicitor

2020 New Road, Suite 2A
Linwood, NJ 08221
Fax: (609) 601-6336

TO THE CITY OF NORTHFIELD PLANNING BOARD:

The City of Northfield Planning Board
Attention: Robin Atlas
1600 Shore Road
Northfield NJ 08225
Fax: (609) 646-7175

**WITH COPIES TO:
Attorney**

Norman L. Zlotnick, Esq., Board

450 Tilton Road # 120
Northfield, NJ 08225
Fax: (609) 813-2274

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE X - MISCELLANEOUS

10.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

10.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the MGS Site which is the subject of this Agreement. This Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

10.3 Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Jersey.

10.4 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10.5 Recording: It is intended that this Agreement will be recorded in the Clerk's Office of Atlantic County by MGS as set forth in Section 3.5.

10.6 Effect of Counterparts: This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

10.7 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire

understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

10.8 Interpretation: Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

10.9 Assignment: None of the Parties may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MGS may, upon advance written notice to the City, but without consent of City, assign this Agreement to other existing or to be created entities that are owned or controlled by MGS and/or any of its principals.

10.10 The Parties recognize that the site plans and subdivisions required to implement the development provided in this Agreement, and such other actions as may be required of the Planning Board or City under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the City Council, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude MGS from appealing any denials of the Planning Board in accordance with the MLUL or taking any other action permitted by law.

10.11 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

10.12 Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

10.13 Conflict Of Interest: No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

10.14 Effective Date: Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be

the date upon which all of the Parties hereto have executed and delivered this Agreement.

10.15 Waiver. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

10.16 Captions. The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

10.17 Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

10.18 Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

10.19 Construction, Resolution of Disputes. This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Atlantic County. Service of any complaint may be effected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

10.20 Conflicts. The Parties acknowledge that this Agreement cannot be affected by the DJ Action or any amendments to the City's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the MGS Site. Upon dismissal of the

DJ Action, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Rezoning Ordinance and this Agreement, the Rezoning Ordinance shall control.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest: MAX GURWICZ & SONS, INC.
By: Herzel Gurwicz
as its [CORPORATE TITLE]

By:
Herzel Gurwicz

Dated: December _____, 2014

Witness/Attest: HERZEL GURWICZ

By:
Herzel Gurwicz

Dated: December _____, 2014

Witness/Attest: CITY OF NORTHFIELD
By: ERLAND CHAU
as its MAYOR

By:
Erland Chau, Mayor

Dated: December ____, 2014

Witness/Attest: CITY OF NORTHFIELD
PLANNING BOARD
By: DR. RICHARD LEVITT
as its CHAIRMAN

By:

Dr. Richard Levitt, Chairman

Dated: December ____, 2014

EXHIBIT A

Consent Order Entered on August 25, 2014

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

Brielle Galleria

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiffs, City of Northfield

By: Jeffrey R. Surenian (Attorney ID: 024231983)

Michael A. Jedziniak (Attorney ID: 012832001)

FILED

AUG 25 2014

**IN THE MATTER OF THE
APPLICATION OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY**

DOCKET NO.: ATL-L-2050-14

CIVIL ACTION – MOUNT LAUREL

**CONSENT ORDER GRANTING
IMMUNITY, ESTABLISHING A
DEADLINE FOR NORTHFIELD TO FILE
ITS MOUNT LAUREL PLAN, AND
RELATED RELIEF**

THIS MATTER having been opened jointly to the Court pursuant to Rule 4:42-1(d) by Jeffrey R. Surenian and Associates, LLC, Jeffrey R. Surenian, Esq. and Michael A. Jedziniak, Esq. appearing on behalf of declaratory plaintiff, City of Northfield (hereinafter “the City”); and Biel Zlotnick & Feinberg, P.A., Norman L. Zlotnick, Esq. appearing on behalf of the Planning Board of the City of Northfield; and Kevin D. Walsh, Esq. and Adam Gordon, Esq. appearing on behalf of interested party Fair Share Housing Center; and Nehmad, Perillo, and Davis, PC, Tracy A. Siebold, Esq. appearing on behalf of interested party Max Gurwicz & Sons, Inc. (hereinafter “MGS”); and the City having conceded that MGS is the “catalyst for change” as contemplated in the Mount Laurel arena; and on May 13, 2014 the City having stipulated to non-compliance with its constitutional Mount Laurel obligations and having formally committed to taking the steps necessary to achieve Mount Laurel compliance voluntarily; and it appearing that temporary immunity should be granted (1) to prevent the filing and serving of any unnecessary Mount

Laurel lawsuits, (2) to promote voluntary compliance, and (3) to facilitate the resolution of all issues concerning Northfield's Mount Laurel responsibilities to be resolved as expeditiously as possible and with as little additional burden to the public as possible; and the City having stipulated that, in the event that the ongoing negotiations between the City and MGS fail to result in an amicable and timely accord or, after having reached an amicable accord, the City having failed to timely adopt an ordinance rezoning the MGS property (hereinafter "Ordinance"), MGS is exempt from the City's immunity from Mount Laurel lawsuits and may file a builders' remedy lawsuit making any arguments it deems appropriate regarding its claim for Mount Laurel relief subject to any of the various defenses available to the City pursuant to the Mount Laurel doctrine; and the Fair Share Housing Center and MGS having opposed the City's Motion; and MGS having filed a Cross-Motion to Intervene and an associated Mount Laurel complaint; and, on July 11, 2014, the Honorable Nelson C. Johnson, J.S.C. having determined *sua sponte* that the above-captioned declaratory action presented a non-justiciable issue and accordingly having entered a court-initiated order dismissing the action with prejudice; and, on July 31, 2014, the City having filed a Motion for Reconsideration pursuant to relevant provisions of law; and the City, MGS, and FSHC all recognizing the importance of the City achieving Mount Laurel compliance voluntarily and in the absence of any unnecessary litigation; and MGS and FSHC having consented to this order in form and substance; and the Court having considered the City's Motion for Reconsideration and the papers and arguments of interested parties; and good cause appearing.

It is on this 22 day of August, 2014, ORDERED as follows:

1. In light of the overarching policy considerations implicated in the Mount Laurel doctrine and pursuant to the principles articulated in J.W. Field Co., Inc. v. Tp. of Franklin, 204

N.J.Super. 445 (Law Div. 1985) and K. Hovnanian Shore Acquisitions v. Tp. of Berkeley, 2003 WL 23206281, (App. Div. Jul 01, 2003), the Court hereby vacates the Order issued in this matter on July 11, 2014 and reinstates the above-captioned matter *nunc pro tunc*.

2. The Court hereby enters this Protective Order granting the City of Northfield, the Municipal Governing Body of the City of Northfield, and the Planning Board of the City of Northfield temporary immunity from the filing and serving of any Mount Laurel lawsuits except as further delineated in Paragraph 5, infra.

3. The protections from Mount Laurel suits created by this Order shall commence on May 13, 2014, the date the City adopted its resolution formally committing to comply with its Mount Laurel obligations, until January 15, 2015.

4. If the City adopts, endorses, and files with the Court a Housing Element and Fair Share Plan on or before January 15, 2015, then immunity from Mount Laurel lawsuits shall extend to such time as (a) the Court and any Special Master the Court may appoint has an opportunity to review the City's Housing Element and Fair Share Plan and express any issues or concerns either has regarding the Housing Element and Fair Share Plan; (b) the City and Planning Board have a reasonable opportunity to address any issues or concerns expressed by any Master and the Court; and (c) such additional period of time as the Court may find just and reasonable.

5. MGS shall have the right to seek to intervene into this matter at any time and the City and Planning Board preserve the right to respond to any such application as they deem fit.

6. The City shall hold two duly-noticed special meetings solely for the purpose of informing the public of the issues related to the inclusionary development proposed by MGS, the draft Ordinance, and related issues. One of the special meetings shall occur during the second

week of September 2014, and the second special meeting shall occur during the second week of October 2014.

7. The City shall also introduce the proposed Ordinance on or before November 6, 2014 and shall conduct a hearing on the proposed Ordinance on or before November 18, 2014.

8. Nothing in this order shall prevent the City and MGS from extending any of the deadlines set forth above upon mutual consent, however, upon the extension of any deadline, the City shall enter into a consent order permitting MSG to intervene in this case.

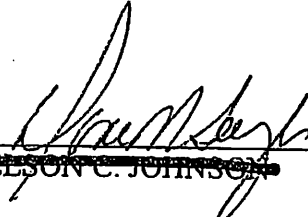
9. Subject to Paragraph 10 below, If the City fails to comply with any deadlines set forth in paragraphs 6 and 7 above, then nothing herein shall preclude MGS from filing a Mount Laurel builder's remedy lawsuit against Northfield and its Planning Board for Mount Laurel relief with respect to Block 17, Lots 4, 7, 8, 9, 10, 11 & 12 on the City of Northfield's Tax Map.

10. If MGS files a Mount Laurel builder's remedy lawsuit against Northfield and its Planning Board, nothing herein shall preclude MGS from making any arguments it deems appropriate regarding its claim for Mount Laurel relief on the land identified above, and nothing herein shall preclude the City and its Planning Board from raising any defenses they deem appropriate.

11. The City shall copy counsel for Fair Share Housing Center and MGS with all submissions to the Court, and shall provide these interested parties with information it may reasonably request to prepare an objection to the City's Housing Element and Fair Share Plan filed for judicial review by the City. Fair Share Housing Center and MGS shall also be given notice of and allowed to participate in all Court proceedings in this matter including but not limited to case management conferences and hearings.

12. The City shall not file an Affordable Housing Plan with the Council on Affordable Housing prior to adoption of the Ordinance or the filing of a builder's remedy lawsuit by MGS, whichever is sooner.

13. A copy of this Order shall be provided to counsel for all interested parties within seven (7) days of receipt by electronic and/or regular mail.


~~HON. NELSON C. JOHNSON~~
DONNA M. TAYLOR, J.S.C.

X unopposed

EXHIBIT B

Order Entered on December 12, 2014

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

Brielle Galleria

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiffs, City of Northfield

By: Jeffrey R. Surenian (Attorney ID: 024231983)

Michael A. Jedziniak (Attorney ID: 012832001)

**IN THE MATTER OF THE
APPLICATION OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

DOCKET NO.: ATL-L-2050-14

CIVIL ACTION – *MOUNT LAUREL*

**CONSENT ORDER MAINTAINING
TEMPORARY IMMUNITY FROM
EXCLUSIONARY ZONING LAWSUITS,
EXTENDING DEADLINES FOR
NORTHFIELD TO TAKE VARIOUS
ACTIONS, AND RELATED RELIEF**

THIS MATTER having been opened jointly to the Court pursuant to Rule 4:42-1(d) by Jeffrey R. Surenian and Associates, LLC, Jeffrey R. Surenian, Esq. and Michael A. Jedziniak, Esq. appearing on behalf of declaratory plaintiff, City of Northfield (hereinafter “the City”); and Biel Zlotnick & Feinberg, P.A., Norman L. Zlotnick, Esq. appearing on behalf of the Planning Board of the City of Northfield; and Kevin D. Walsh, Esq. and Adam Gordon, Esq. appearing on behalf of interested party Fair Share Housing Center; and Nehmad, Perillo, and Davis, PC, Tracy A. Siebold, Esq. appearing on behalf of interested party Max Gurwicz & Sons, Inc. (hereinafter “MGS”); and, on August 25, 2014, the Court having entered an order entitled “Consent Order Granting Immunity, Establishing A Deadline For Northfield To File Its Mount Laurel Plan, And Related Relief” (hereinafter “Consent Order”); and the City having requested an extension of a number of the deadlines included in the Consent Order; and MGS and FSHC having consented

to such extensions; and all interested parties recognizing the importance of the City achieving Mount Laurel compliance voluntarily and in the absence of any unnecessary litigation; and MGS and FSHC having consented to this order in form and substance; and good cause appearing.

It is on this _____ day of November, 2014, ORDERED as follows:

1. The City of Northfield, the Municipal Governing Body of the City of Northfield, and the Planning Board of the City of Northfield (hereinafter "Northfield") shall maintain temporary immunity from the filing and serving of any Mount Laurel lawsuits as set forth in the Order entered in this matter on August 25, 2014, except as further delineated below.

2. The City's temporary immunity from Mount Laurel suits is extended to January 29, 2015.

3. If the City adopts, endorses, and files with the Court a Housing Element and Fair Share Plan (hereinafter "Plan") that addresses an indigenous need rehabilitation obligation of fourteen (14) units and a Prior Cycle prospective need (new construction) obligations of one hundred and ninety (190) units on or before January 29, 2015, and simultaneously asks the Court or any appointed Special Master to review and comment on the Plan and to take the actions necessary to schedule a Compliance Hearing to approve the Plan, then immunity from Mount Laurel lawsuits shall extend for a period of ninety (90) days as further delineated below..

4. If the Court or any appointed Special Master expresses any issues that require a formal amendment to the City's Plan, then the City, MGS, and FSHC shall confer and agree upon a reasonable deadline for the City to develop, adopt, endorse, and file an amended Plan to address the concerns expressed.

5. In the absence of such an accord between the City, MGS, and FSHC, the City shall request a Case Management Conference to discuss the issues and to seek the Court's

determination of a reasonable deadline to be memorialized in a Case Management Order. The City shall retain its immunity prior to the Court's determination of the new deadline and the entry of the Case Management Order referenced herein.

6. If COAH, the Supreme Court, or the Legislature takes action establishing new affordable housing rules, obligations, policies, or procedures during the timeframes contemplated above, the City shall immediately request a Case Management Conference to discuss the impact of such action and to develop a course of action permitting the City to achieve compliance with the new rules, obligations, policies, or procedures in the absence of any exclusionary zoning litigation.

7. Nothing herein shall be construed to bar the City, MGS, and FSHC from agreeing to additional extensions of immunity if the circumstances reasonably warrant such an accord.

8. The City shall introduce an Ordinance to rezone Block 17, Lots 4, 7, 8, 9, 10, 11 & 12 on the City of Northfield's Tax Map ("the MGS site") permitting an inclusionary development of up to 265 total units with a fifteen (15%) affordable housing set aside on or before November 18, 2014, and shall conduct a hearing on the Ordinance on or before December 16, 2014.

9. MGS may intervene into this matter at any time prior to the rezoning of the MGS site as described in paragraph 4, and the City shall consent to same. Upon such rezoning, MGS may move to intervene, and Northfield shall have the right to oppose said motion.

10. If the City fails to comply with any deadlines set forth in paragraphs 3 or 8 above, or fails to adopt an Ordinance rezoning the MGS site, or the Planning Board fails to approve MGS's application for the development of the property pursuant to the Ordinance, MGS is exempt from the City's immunity from Mount Laurel lawsuits and may file a builders' remedy

lawsuit against the City. If MGS files a Mount Laurel builder's remedy lawsuit against the City and its Planning Board, nothing herein shall preclude MGS from making any arguments it deems appropriate regarding its claim for Mount Laurel relief on the land identified above, and nothing herein shall preclude the City and its Planning Board from raising any defenses they deem appropriate.

11. The City further agrees to reserve sewer capacity for the proposed MGS development.

12. The City shall continue to copy FSHC and MGS with all submissions to the Court, and shall provide these interested parties with information they may reasonably request to prepare an objection to the City's Plan filed for judicial review by the City. FSHC and MGS shall also be given notice of, and allowed to participate in, all Court proceedings in this matter including but not limited to Case Management Conferences and Hearings.

13. The City shall not file an Affordable Housing Plan with the Council on Affordable Housing prior to adoption of the Ordinance or the filing of a builder's remedy lawsuit by MGS, whichever is sooner.

14. A copy of this Order shall be provided to counsel for all interested parties within seven (7) days of receipt by electronic and/or regular mail.

HON. DONNA M. TAYLOR, J.S.C

EXHIBIT C

Rezoning Ordinance

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 7-2014**

**AN ORDINANCE AMENDING THE 1986 LAND USE AND
DEVELOPMENT ORDINANCE, AS AMENDED, AND AMENDING THE
CITY'S ZONING MAP TO CREATE THE COMMERCIAL MULTI-
FAMILY ZONE**

WHEREAS, the City of Northfield adopted a 1986 Land Use and Development Ordinance, as amended (hereinafter "Land Use Ordinance");

WHEREAS, the Common Council of the City of Northfield desires that certain amendments be made to the Land Use Ordinance, specifically an amendment to the City's Zoning Map; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Mayor and Council of the City of Northfield, County of Atlantic and State of New Jersey that the 1986 Land Use Ordinance is amended as follows:

The Zoning Map is amended to designate Block 17, Lots 4 and 7-12 as the Commercial-Multi-Family Zone (C-MF).

Section 215-150(A) is amended to add the C-MF, or Commercial-Multi-Family Zone, to the ordinance.

Change Section 215-85(A) to read: Buffers shall be required for tracts fronting on arterial and collector streets, namely on the perimeter of all tracts within N-B Neighborhood Business, C-B Community Business, R-C Regional Commercial, O-P Office Professional, O-PB Office Professional Business, C-MF Commercial-Multi-Family Zone and R-SC Senior Citizen Residential, around parking lots and unloading areas, and of nonresidential uses where the municipal agency determines that a proposed development should be screened or separated from adjacent users and from public view.

There is hereby added a Section 215-158.1 The C-MF Commercial-Multi-Family Zone.

A. Purpose and Intent.

1. The City of Northfield recognizes the need for affordable housing that can be offered as rentals for the target population. This ordinance creates a C-MF Zone implementing the concept plan by Duffy Dolcy McManus & Roesch, dated November 12, 2014 ("Concept Plan"), designed to create a total of 265 units, including 40 affordable rentals that will be governed by controls on

affordability that will terminate after 30 years and comply with all other Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”) requirements.

2. This ordinance shall apply specifically to the existing commercial development along Tilton Road on Block 17, Lot 7 and a portion of Lot 9 (“Existing Commercial Lot”); the future commercial development along Tilton Road on Block 17, a portion of Lot 4 (“Future Commercial Lot”); and the future residential inclusionary development on Block 17, Lots 8, 10, 11, 12, and portions of Lots 4 and 9 (“Multi-Family Residential Development Lot”) and Block 2208, Lot 10 in Egg Harbor Township (“EHT Lot”, and together with the Existing Commercial Lot, the Future Commercial Lot, and the Multi-Family Residential Development Lot, the “Property”), as shown on the Concept Plan referenced above.
3. In the event that the Coastal Area Facility Review Act of 1973 (“CAFRA”) requires an environmental impact report, the applicant shall be able to submit such report to the Planning Board in lieu of the environmental impact report required pursuant to Section 215-94 of this Ordinance. The standards referenced within the C-MF Zone shall supersede any conflicting standards within the City’s Land Use and Development Ordinance.

B. Permitted uses.

4. On Existing Commercial Lot and the Future Commercial Lot
 - a. All uses permitted in the R-C Zone
5. On the Multi-Family Residential Development Lot
 - a. Multifamily buildings

C. Accessory uses.

1. Accessory uses permitted in the R-C Zone for all non-residential development.
2. In a multi-family residential development, accessory uses may include:
 - a. Private garages and parking areas.
 - b. Private passive or active recreational facilities, including, but not limited to: a clubhouse and swimming pool.
 - c. Stormwater facilities.
 - d. Signage subject to § 215-113.
 - e. Fences and hedges subject to § 215-95.

- f. Parking subject to the New Jersey Residential Site Improvements Standards (“RSIS”).
- g. Other accessory uses and structures normally considered incidental to multifamily buildings.

D. Signs. Signs for non-residential development shall conform to Section 215-113(L). Signs on all other lots shall conform to Section 215-113(I).

E. Overall tract coverage for the C-MF zone shall not exceed 80 percent. The total acreage of all contiguous lots (within and outside the City boundaries) under the ownership or control of the property owners of the Property within the C-MF zone shall be used for purposes of calculating overall tract coverage.

F. Bulk standards related to non-residential development on the Existing Commercial Lot and the Future Commercial Lot shall be the same as those established in the R-C Zone with the following exceptions:

- | | | |
|----|--|-------------|
| 1. | Rear set-back for principal building | 25 feet |
| 2. | Rear set-back for accessory structures | 15 feet |
| 3. | Maximum building coverage | 30 percent |
| 4. | Maximum Lot Coverage: | |
| | a. Existing Commercial Lot | 100 percent |
| | b. Future Commercial Lot | 70 percent |

G. Standards related to multi-family residential development on the Multi-Family Residential Development Lot and the EHT Lot:

- 1. Maximum Density of 13 units per acre or 265 rental dwelling units. The total acreage of all contiguous lots (within and outside the City boundaries) under the ownership or control of the property owners of the Multi-Family Residential Development Lot and the EHT Lot within the C-MF zone shall be used for purposes of calculating density for the multi-family residential development.
- 2. Set-backs.
 - a. Permitted uses: Forty feet from any tract boundary line or from any other right-of-way line of a dedicated municipal roadway.
 - b. Accessory uses: Twenty-five feet from any tract boundary line or from any other right-of-way line of a dedicated municipal roadway.
- 3. Buffer.
 - a. To residential area: 25 feet.

- b. To nonresidential area: 35 feet.
 - c. Stormwater management basins and structures shall be permitted within the buffer.
 - d. Existing vegetation can be utilized as part of the landscaping and supplemented as appropriate. The buffer shall be landscaped as detailed in § 215-85 and 215-100.
4. Common open space: 20% of the gross tract area. All common open space shall be set aside as permanent common open space to be owned and/or maintained by the property owners or the management entity of the multifamily buildings.
5. Minimum distance between buildings: 50 feet.
6. Curbs and sidewalks.
 - a. Curbs and sidewalks shall be provided along the entire length of street frontages. Sidewalks shall be provided to reasonably connect the residential units to the parking and recreation areas.
 - b. At the sole discretion of the developer, the site plan for the residential development may include the proposed location for a potential easement for a future pedestrian connection between the Multi-Family Residential Development Lot and the Existing Commercial Lot.
 - c. A sidewalk shall be provided along one side of the proposed driveway on or along the Future Commercial Lot from the residential development to Tilton Road.
7. Recreation areas. Recreational areas shall be provided as follows:
 - a. A clubhouse or community building with a minimum size of 3,000 square feet.
 - b. A swimming pool.
 - c. Additional recreational activities may be provided, including, but not limited to, bocce courts, putting greens, pedestrian paths, bicycle paths, sitting areas or playground areas.
 - d. All recreational activities shall be subordinated to the residential character of the development, and no advertising shall be permitted.
 - e. Architectural elevations and floor plans shall be provided for the clubhouse or community building.

- f. The completion of the clubhouse or community building and the swimming pool shall be completed in the first phase of the development of the multifamily buildings.
- 8. Maximum impervious coverage shall be 65%.
- 9. Maximum building coverage shall be 35%.
- 10. A maximum of 24 dwelling units shall be permitted in each multifamily building.
- 11. Maximum building height for principal buildings shall be three (3) stories and 45 feet.
- 12. Landscaping. A landscape plan shall be submitted to the municipal agency in conformance with § 215-100 except that the following standards shall apply:
 - a. The plan shall include suitable street trees along the street spaced not less than 40 feet apart. The plan shall specify the location of planting material, their minimum sizes, quantity, variety and species. Besides the spacing specified herein, street trees shall be provided in conformance with the standards in § 215-122.
 - b. Trees shall meet planting requirements as specified in sections of this chapter related to planting of trees.
 - c. No parking lot shall contain more than 20 spaces in a row without interruptions by a landscaped divider at least eight (8) feet wide.
 - d. A landscaped island between head-to-head parking stalls is not required.
 - e. Foundation plantings shall be limited to the side of the building facing the main drive aisle.
 - f. No tree of eight-inch caliper or more, located on a lot between the borders of the lots and building setback line, shall be removed except for the installation of a driveway aisle, Drainage, drainage facility, or parking area.
 - g. Yard areas and open spaces between buildings shall contain the equivalent of at least four (4) shrubs and at least two (2) shade or ornamental trees of two-inch caliper or greater for each 1,500 square feet of yard area, not including areas devoted to parking.
- 13. Bedroom Distribution.

- a. No more than two bedrooms shall be provided per market rate unit. Of the market rate units, 25 percent shall be one (1) bedroom units and 75 percent shall be two (2) bedroom units.
- b. The affordable units shall comply with New Jersey's UHAC (N.J.A.C. 5:80-26.3) bedroom distribution requirements.

14. Affordable Housing Requirements.

- a. Fifteen percent (15%) of the total residential dwelling units shall be provided as affordable housing units. The affordable housing units shall be constructed as rental units.
- b. Affordable Housing Regulations: The affordable housing units shall be developed and rented in accordance with the applicable UHAC regulations and N.J.A.C. 5:93-1 et seq. provisions, adopted as of the date of the adoption of this ordinance, which requirements include but are not limited to: split between low and moderate income housing, bedroom distribution, range of affordability, pricing and rent of units, affirmative marketing, affordability controls, and construction phasing with the market-rate units developed on the tract.
- c. Consistent with UHAC, the developer (or its agent) may act as the administrative agent to be responsible for the administering of the affordable housing program and reporting to the Municipal Housing Liaison.
- d. Design and Location of Affordable Housing: The affordable housing units shall be dispersed throughout the development in various buildings.
- e. Controls on affordability shall expire on each unit 30 years subsequent to the initial certificate of occupancy in accordance with UHAC standards Each unit will be deed restricted in accordance with the UHAC guidelines and controls on affordability.

15. Refuse storage. The refuse storage areas shall be suitably located and screened and arranged for access and ease of collection and shall not be part of, restrict or occupy any parking aisle.

16. **Building Design.** The design of the buildings shall be residential and not institutional and conform to the following:
- a. Architectural elevations and floor plans shall be provided for each of the buildings.
 - b. The buildings shall include breaks in the facades to break up the building lengths.
 - c. Rooflines shall be pitched. If flat roofs are provided they shall incorporate design techniques to shield any roof mounted equipment.
 - d. All HVAC and mechanical equipment shall be inconspicuously placed or adequately screened from view.

This Ordinance and the amendments to the Land Use Ordinance shall become effective upon final adoption and publication as prescribed by law.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

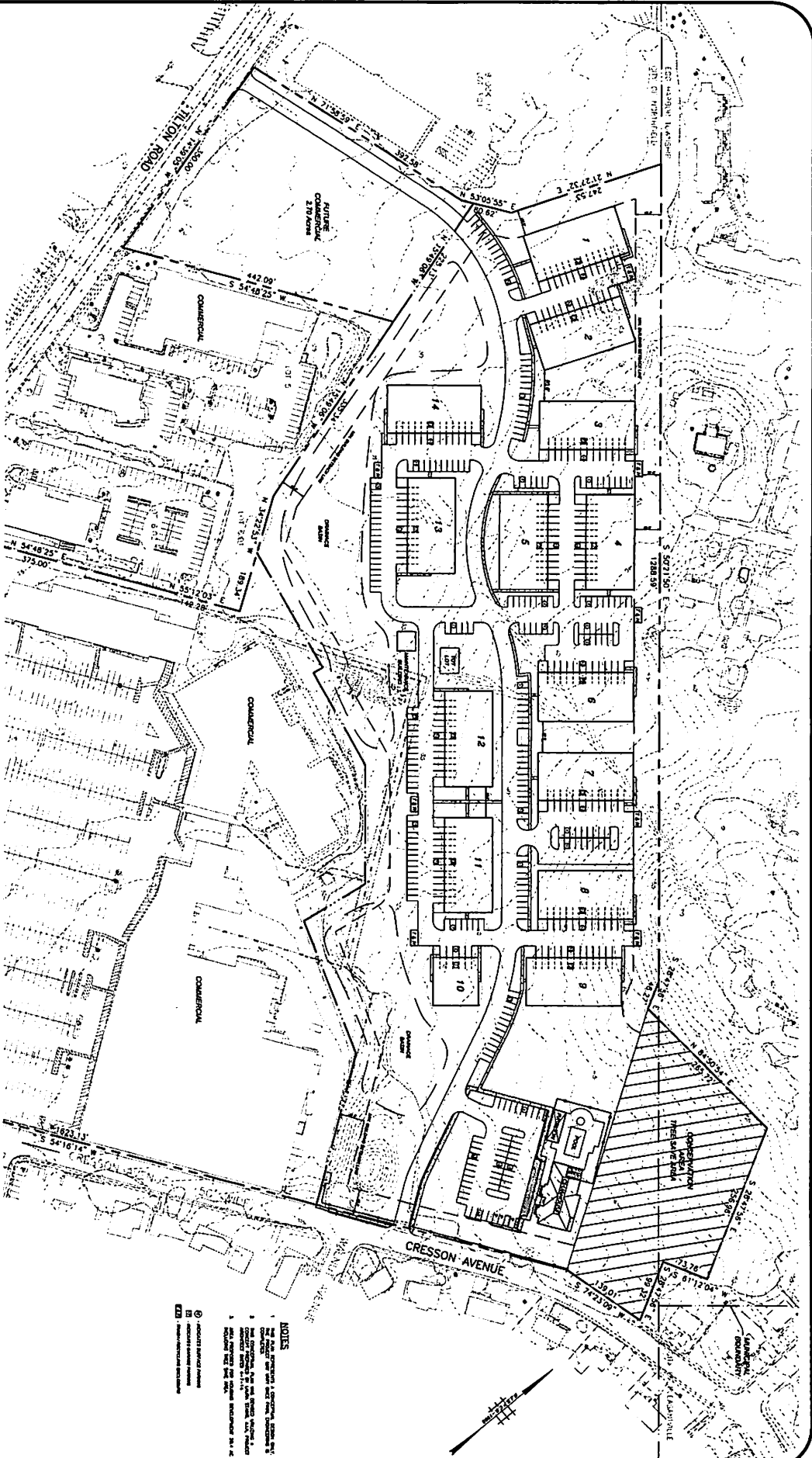
The above Ordinance was introduced and passed on its first reading at a special meeting of the Council of the City of Northfield, New Jersey held on November 18, 2014, and was taken up for a second reading, public hearing and final passage at a meeting of said Council on December 16, 2014, in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING: November 18, 2014
PUBLICATION: November 22, 2014
SECOND READING: December 16, 2014
PUBLICATION: December 20, 2014

EXHIBIT D

Concept Plan

CRESSON HILL



WILLIAM P. McMANUS
 NEW ZEALAND LICENSED ARCHITECT

DUFFY DOJCY McMANUS & ROESCH
 631 Laird Pike, Dept. 202, Cresson, N.J. 08025
 CRESSON HILL
 CITY OF MONTFIELD
 2201 MONTFIELD TOWNSHIP
 MOUNTAIN VIEW, N.J. 08053

- NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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NO.	REVISION	DATE

**CITY OF NORTHFIELD, NJ
RESOLUTION . 202 -2014**

**URGING STATE LAWMAKERS TO OPPOSE AMENDING STATE
CONSTITUTION TO PERMIT CASINO GAMBLING IN NEW
JERSEY IN SITES OTHER THAN ATLANTIC CITY**

WHEREAS, for the past 35 years (since 1978), Atlantic City has been the sole operational site for casinos industry in areas such as jobs, housing, tax rates and assessments; and

WHEREAS, the economy of Atlantic City and surrounding areas is largely influenced by the casino industry in areas such as jobs, housing, tax rates and assessments; and

WHEREAS, with the expansion of casino gambling to Pennsylvania, New York, Delaware and Connecticut, Atlantic City is no longer the sole casino/legalized gambling destination on the east coast; and

WHEREAS, the New Jersey Governor's and Legislature have supported Atlantic City as being the sole site for casino operation/gambling within the State of New Jersey; and

WHEREAS, in 2011, Governor Christie and the Legislature amended gambling and tourism regulations and "...vowed to protect the monopoly (of Atlantic City gambling site) for five years..." until at least 2016 so casinos could recover under the State plan; and

WHEREAS, expansion of permitted legalized gambling sites in New York and Pennsylvania threatens to draw even more people from the Atlantic City venue; and

WHEREAS, further deterioration of the Atlantic City casino industry would not only affect Atlantic City, but would have a ripple effect felt in the surrounding communities, Atlantic City and South Jersey; and

WHEREAS, the Atlantic City casino industry employs over 31,000 men and women, including 27,000 from Atlantic County and supports numerous small local businesses; and

WHEREAS, the loss of these jobs will hurt the hard working middle class men and women of Atlantic County who are the very people the casino industry was intended to help; and

WHEREAS, any further decline in casino property values in Atlantic City will increase property taxes throughout Atlantic County; and

WHEREAS, in order to operate casinos in New Jersey outside of Atlantic City, a referendum is needed; and

WHEREAS, in order to place a referendum before the people, legislation to amend the State Constitution is needed with 60 percent of the State legislators passing the bill or by a simple majority of each house in consecutive years; and

WHEREAS, by comments in the press recently, it appears that SOUTH Jersey's own Legislators are considering stripping Atlantic City of its monopoly; and

WHEREAS, the facts tell us casino gaming in North Jersey will negatively impact our regional economy, depress our property values, and place 27,000 jobs at risk, thereby making it harder for local families to afford to live in Atlantic County.

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

1. State Legislators be urged to vote "NO" on any bill that would attempt to change the State Constitution to permit a referendum regarding gambling in New Jersey outside of Atlantic City.
2. The Governor and State Senate President be urged to honor their vow to protect the monopoly of legalized gambling in Atlantic City (until 2016).
3. This Resolution be sent to all State Legislators, the Conference of Mayors, Atlantic County-Freeholders and Executive Director, and all South Jersey municipalities in order that they may commit to the continued support of Atlantic City and the surrounding communities.

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 December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 203-2014**

**A RESOLUTION AUTHORIZING AN AMENDED AGREEMENT FOR
SHARED MUNICIPAL COURT FOR THE MUNICIPALITIES OF THE
CITY OF NORTHFIELD AND THE CITY OF LINWOOD**

WHEREAS, N.J.S.A. 2B:12-1c provides in part that two or more municipalities may enter into an agreement for shared municipal court services; and

WHEREAS, the City of Northfield and the City of Linwood have negotiated and agreed upon the terms and conditions of such an amended agreement; and

WHEREAS, a written amended agreement, specifying those terms and conditions, has been prepared by the City Solicitor, which agreement is entitled "Amended Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield"; and

WHEREAS, the City Council of the City of Northfield is desirous of ratifying this amended agreement and authorizing its execution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that the amended agreement entitled "Amended Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield" be and hereby is ratified;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Amended Agreement with the City of Linwood for the shared municipal court services.

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 Northfield City Council, held this 16th day of December, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

Erland Chau, Mayor

**AMENDED AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE
MUNICIPALITIES OF
THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD**

THIS AGREEMENT is made this 10 day of Dec., 2014

BY AND BETWEEN the **CITY OF LINWOOD**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the **CITY OF NORTHFIELD**, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WHEREAS, N.J.S.A. 2B:12-1c provides in part:

Two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to the authority granted by N.J.S.A. 2B:12-1c, Linwood and Northfield desire to enter into an agreement creating a shared Municipal Court;

NOW, THEREFORE, Linwood and Northfield agree as follows:

1. Establishment of A Shared Municipal Court. Linwood and Northfield agree to the establishment and administration of a Shared Municipal Court to serve those two Municipalities pursuant to N.J.S.A. 2B:12-1c et. seq.
2. Name. The City of Linwood's Municipal Court shall be known as the "Linwood Municipal Court". The City of Northfield's Municipal Court shall be known as the "Northfield Municipal Court".
3. Seal. The Municipal Court of the City of Linwood and the Municipal Court of the City of Northfield (hereinafter collectively the "Courts") shall continue to use their respective seals bearing the name of each Court.
4. Jurisdiction, Practice and Procedure. The Courts will have such jurisdiction as is now, or will hereafter, be conferred upon it by the laws and of the State of New Jersey and the practice and procedure of the Court shall be governed by the laws

in such case made and provided in such Rules as the New Jersey Supreme Court will promulgate and make applicable to the Court.

5. Municipal Court Judge:

- A. There shall be a shared Municipal Court Judge appointed as provided by N.J.S.A. 2B:12-4 in the case of a Shared Municipal Court. The Municipal Court Judge, who shall be appointed by each Municipality, shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified. The choice for appointment shall alternate between the Linwood Mayor and the Northfield Mayor for each term, with the Linwood Mayor having selected the candidate for the first appointment in 2009.
- B. The Municipal Court Judge shall have and possess the qualifications as established by N.J.S.A. 2B:12-7 and by the New Jersey Supreme Court and shall have, possess and exercise all the functions, duties, power and jurisdiction conferred by law or ordinance. Whenever the Municipal Court Judge is unable to sit as such, any Judge designated by the Superior Court of New Jersey Vicinage I (Atlantic-Cape May Counties) Assignment Judge may sit for him/her temporarily and hold the Municipal Court. Any such designee, while sitting temporarily, shall possess all of the powers of the Municipal Court Judge.
- C. The Municipal Court Judge faithfully shall carry out all of the duties and responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the New Jersey Supreme Court, by the Administrative Office of the Courts and by the laws of the State of New Jersey.
- D. The salary for the Judge shall be under the salary ordinance of the City of Northfield for the duration of each term and the Judge shall be an employee of that Municipality for the duration of each term.

6. Management; Budget:

- A. The City of Northfield shall have general management authority of Municipal Court employees and shall have the sole discretion to deal with day to day personnel issues and these employees shall be employed by and paid under the salary ordinance of the City of Northfield. However, the Municipalities shall confer and reach agreement on significant personnel issues that directly impact both Municipalities including, but not limited to hiring, termination and salary, with the exception of the salaries of the Court Administrator and Deputy Court

Administrator whose salaries are determined by collective bargaining contracts voted upon only by the City of Northfield, insofar as they impact and relate to the shared Courts.

In consideration for the City of Northfield employing and paying salaries to the Municipal Court Judge, the Court Administrator, the Court Deputy Clerk, the Prosecutor and the Public Defender, as well as incurring and paying other related costs to maintain its Court facilities for use by both Municipalities, the City of Linwood shall pay the Following annual fees to the City of Northfield on a quarterly basis:

2015 Annual Fee: \$121,689

2016 Annual Fee: \$124,731 (2.5% increase)

2017 Annual Fee: \$127,849 (2.5% increase)

7. Revenue Distribution.

- A. All fines levied on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the statutes and administrative regulations of the State of New Jersey shall be paid and forwarded by the Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed.
- B. All other revenues that are neither ordinance fines or fines that are required by law are to be distributed to according to law.

8. Municipal Prosecutor. There shall be a shared Municipal Prosecutor for the Courts who shall prosecute cases in the Linwood Municipal Court and the Northfield Municipal Court. The Municipal Prosecutor shall be selected for a one (1) year term by the Municipality that did not select the Municipal Judge during those three (3) consecutive one (1) year terms. Although the compensation of the Municipal Prosecutor shall be determined jointly with the consent of each Municipality, the Prosecutor shall enter into a professional service contract with and shall be paid by the City of Northfield.

9. Municipal Public Defender. There shall be a shared Municipal Public Defender who shall represent those indigent defendants assigned by the Municipal Court Judge for the Courts. The Municipal Public Defender shall be selected for a one (1) year term by the Municipality that did not select the Municipal Judge during those three (3) consecutive one (1) year terms. Although the compensation of the Municipal Public Defender shall be determined jointly with the consent of each Municipality, the Municipal Public Defender shall enter into a professional service contract with and shall be paid by the City of Northfield.

10. **Municipal Court Administrator.** There shall be an Administrator of the shared Courts, appointed by both Municipalities, who shall perform the functions and duties prescribed for Municipal Court Administrators by law, by the Court Rules applicable to Municipal Courts and by the Municipal Court Judge. The Administrator shall be appointed by Northfield with the consent of Linwood for a term of one year, subject, however, to the tenure provisions as set forth in N.J.S.A. 2A:8-13.2 and shall be an employee of Northfield. The compensation of the shared Administrator shall be determined by Northfield with the consent of Linwood and the Administrator shall be paid under the Northfield salary ordinance. The Administrator's duties shall include, but not be limited to:
 - A. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrator .
 - B. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
 - C. Maintaining the financial records of the Courts, including overseeing the receipt and accounting for fines and costs.
 - D. Attending court, as scheduled in Northfield or as may be otherwise agreed, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.
 - E. Maintaining and classifying records and files of the Courts.
 - F. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
 - G. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
 - H. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.

11. **Deputy Municipal Court Administrator.** There shall be a Deputy Municipal Court Administrator of the shared Courts, appointed by both Municipalities who shall perform the functions and duties assigned by the Municipal Court Judge and

Municipal Court Administrator. The compensation of the Deputy Municipal Court Administrator shall be determined by the City of Northfield with the consent of the City of Linwood and the Deputy Municipal Court Administrator shall be employed by the City of Northfield under Northfield's salary ordinance.

12. Necessary Clerical and Other Assistance. As per the agreement of the Municipalities, there may be employed such other clerical and other personnel, full or part-time, for the Courts as is necessary for the efficient operation of the Courts. The City of Northfield shall employ such clerical and other personnel with the advice and consent of Linwood.
13. Auditor. The Auditor for the shared Courts shall be the Auditor of the City of Northfield and shall be paid by the City of Northfield. The Auditor shall perform a yearly audit of the Linwood Municipal Court and the Northfield Municipal Court in accordance with requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:5-1 et. seq. A copy of the complete audit shall be supplied to each participating Municipality.
14. Location. Linwood and Northfield will share the Northfield Court facilities and all of their Court sessions will be held in the Northfield Municipal Court at Northfield City Hall.
15. Court Days. Northfield and Linwood will hold their Court Days as scheduled by the Court Administrator in conjunction with the Judge. Emergency or special sessions can be scheduled as may be necessary by the Court Administrator in consultation with the Judge and as per the agreement of the Municipalities. All Court sessions shall be held between 9:00 a.m. and 3:00 p.m. or as may be agreed upon by the Municipalities.
16. Insurance. Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from this Amended Agreement. Northfield shall maintain workers compensation insurance to cover the Municipal Court employees on their payroll.
17. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared Courts may withdraw from this Agreement at the end of a calendar year, provided, however, that on or before one hundred and twenty (120) days next preceding the end of the calendar year the withdrawing member has given the other member's Municipal Clerk written notice of its intention to withdraw. If the City of Linwood

withdraws, it shall remain responsible for its pro-rata share of its annual payment through the date of the actual termination.

18. Municipal Court Committee. A Municipal Court Committee will be created and operated to act as liaison between the Courts and between each Municipal Court and their respective Municipality's governing body. Each participating Municipality agrees to designate at least two (2), but not more than three (3) members of their governing body to serve on the Municipal Court Committee, which Committee will meet from time to time to make determinations on relevant and pending issues; assure that there is cooperation between the Municipalities and to insure communication of all matters relating to the shared Municipal Courts.

19. Effective Date: Length of Agreement.
 - A. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court and authorizing the Mayor to sign the Amended Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall be June 1, 2012. Each of the aforementioned Resolutions shall identify and incorporate this Amended Agreement by reference and a copy of the Amended Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
 - B. The initial term of this Amended Agreement shall end on December 31, 2017 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 17. Upon expiration of this Agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such time as a new Agreement has been ratified by the participating Municipalities.

20. Miscellaneous.
 - A. This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
 - B. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.

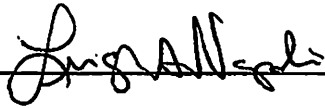
- C. If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.


- D. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:

CITY OF LINWOOD



BY: 

CITY OF NORTHFIELD

BY: _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 204-2014**

**RELEASE OF ESCROW MONIES AND APPLICATION FEES FROM
THE PLANNING BOARD**

WHEREAS, the Planning Board of the City of Northfield has recommended to the Governing Body to return remaining escrow monies to the following applicant:

<u>DESCRIPTION</u>	<u>BL</u>	<u>LOT(s)</u>	<u>PROPERTY</u>	<u>PAYABLE/MAIL TO</u>	<u>AMOUNT</u>
Escrow Monies	40	18.21	11 Jack Sloan Court	Eric & Barbara Shenkus 11 Jack Sloan Court Northfield, NJ 08225	\$ 90.50
Escrow Monies	42	1.02	1333 New Road, Unit 10	Qiong Qiong Wang 7 S. Baton Rouge Avenue Ventnor, NJ 08406	\$ 753.00

Robin Atlas, Planning Board Secretary

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 December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 205-2014**

**AUTHORIZING THE EXTENSION OF A COAH ATTORNEY AS
SPECIAL COUNSEL IN ACCORDANCE WITH N.J.S.A. 40A:11-5 (1) AS
A PROFESSIONAL SERVICE**

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

WHEREAS, the Northfield City Council wishes to employ the services of Jeffrey R. Surenian and Associates, LLC, 707 Union Avenue, Suite 301, Brielle, New Jersey, 08730.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that this professional service be awarded to Jeffrey R. Surenian and Associates, LLC, 707 Union Avenue, Suite 301, Brielle New Jersey, 08730, to extend services through April 30, 2015.

BE IT FURTHER RESOLVED that certification of funds has been received from the Municipal Finance Officer.

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 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 206-2014**

REFUND OF OVERPAYMENT OF 2014 PROPERTY TAXES

BE IT RESOLVED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, that an overpayment of 2014 Property Taxes be refunded as follows:

<u>BLK</u>	<u>LOT</u>	<u>ADDRESS</u>	<u>REFUND AMOUNT</u>	<u>PROPERTY ADDRESS</u>
29	3	Lynn Crook 29 S. Laurel Drive Somers Point NJ 08244	\$2,114.24	2414 Shepherd Circle
179.02	41	Jeffrey and Evelyne Silver 11 Catherine Place Northfield, NJ 08225	\$2,194.75	11 Catherine Place

Cindy Ruffo, 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 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 207-2014**

TO HIRE A PART TIME POLICE RECORDS SECRETARY

WHEREAS, the need exists to fill the position of part time Police Records Secretary; and

WHEREAS, having first been satisfied that the applicant has the necessary qualifications required for the position, Acting Captain of Police has recommended that Mary Rudloff be hired as part time Police Records Secretary.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that Mary Rudloff is authorized to be hired as part time Police Records Secretary, as of December 17, 2014, and subject to understanding and/or completion of the following:

1. Compliance with the Policies and Procedures of the City
2. Satisfactory results of Background Check
3. Probationary period for 90 days from date of hire
4. Not Entitled to Medical, Dental, Vision or other Benefits
5. Hours worked shall not exceed 21 per week

IT IS FURTHER RESOLVED that compensation for Mary Rudloff shall be based on an hourly wage of \$14.00. Said wage shall be separately set forth in the Municipal Salary Ordinance as required by NJSA 40A:9-140.10.

IT IS FURTHER RESOLVED that upon successful completion of the 90 day probationary period, that compensation for xxx shall thereafter be based on an hourly wage of \$15.00. Said wage shall be separately set forth in the Municipal Salary Ordinance as required by NJSA 40A:9-140.10.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 208-2014**

**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
REGARDING PENDING LITIGATION IN THE MATTER OF CAESARS
ENTERTAINMENT, INC. v. CITY OF NORTHFIELD, DOCKET NO.
ATL-L-7733-12**

WHEREAS, the City 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 City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to a lawsuit filed by Caesar's Entertainment Inc., against the City of Northfield, as authorized by NJSA 10:4-12. The lawsuit relates to certain changes made by the City of Northfield to its Land Use Ordinance in 2012, and the purpose of the closed session is to provide an update to Council.

NOW THEREFORE, BE IT RESOLVED by the City 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 City Council of Northfield, held this 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 209-2014**

**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
REGARDING PENDING LITIGATION IN THE MATTER OF JACK
TROCKI DEVELOPMENT CO., LLC, V CITY OF NORTHFIELD**

WHEREAS, the City 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 City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to a civil action suit filed in Superior Court of New Jersey by Jack Trocki Development Co., LLC against the City of Northfield.

WHEREAS, the purpose of this meeting is to provide a status update to the Council of the City of Northfield with regard to the lawsuit.

NOW THEREFORE, BE IT RESOLVED by the City 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 City Council of Northfield, held this 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 210-2014**

**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. 10:4-12b(4), REGARDING CONTRACT NEGOTIATIONS
FOR THE NORTHFIELD POLICE DEPARTMENT**

WHEREAS, the City 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 City Council of the City of Northfield to discuss in a session not open to the public certain matters relating to items authorized by NJSA 10:4-12b(4), specifically, the contract negotiations for Northfield and Linwood shared Chief of Police.

NOW THEREFORE, BE IT RESOLVED by the City 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 special meeting of the City Council of Northfield, held this 16th day of December, 2014.

Mary Canesi, RMC, Municipal Clerk