

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 27, 2018**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 13, 2018.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

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

APPROVAL OF MINUTES – March 13, 2018

COMMITTEE REPORTS

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

Councilman O'Neill - Inspections, Code Enforcement, Housing/Zoning, Court/Violations, Chamber of Commerce, Little League/Babe Ruth, Traffic Safety, Green Team Advisory Board

Councilwoman Korngut – Library, Municipal Alliance, Economic Development, Shared Services

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

Councilman Lischin – Fire Department/EMS, Technology/MRHS Channel 2, Cultural Committee, Green Team Advisory

Councilman Travagline – Insurance and Safety, Northfield School, FAN; Shared Services

Council President Dewees - Buildings/Grounds, Athletic Fields, Bike Path, Veterans' Park, 1st Street Playground, Birch Grove, Public Works, Roads, Engineering

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

ORDINANCE

3-2018 Bond Ordinance Appropriating Three Hundred Thousand Dollars (\$300,000) and Authorizing the Issuance of Three Hundred Thousand Dollars (\$300,000) in Bonds or Notes of the City of Northfield, County of Atlantic, New Jersey for the Rehabilitation and Upgrade of the Davis Avenue Sanitary Sewer Pump Station to be Undertaken by and within the City of Northfield, Atlantic County, New Jersey
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC with Estoppel Statement 03/31/2018

RESOLUTIONS

80-2018 Approval of Specifications and Authorization to Proceed with Public Bidding for the Project Known as Davis Avenue Pump Station Renovation

81-2018 A Resolution Approving Release of a Performance Guarantee, for Block 113 Lots 13-16 Located at 321 Mt Vernon Avenue, Posted as a Condition of a Hardship Exception from Road Opening Moratorium

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 27, 2018**

RESOLUTIONS, CONTINUED

- 82-2018** Authorizing Refund for Overpayment of Sewer
- 83-2018** Refund of Tax Sale Certificate
- 84-2018** To Approve an Application for Use of Facilities – 10U Sandsharks
- 85-2018** Authorizing the Appointment of a COAH Attorney as Special Counsel in Accordance with N.J.S.A. 40A:11-5 (1) as a Professional Service, and in Accordance with N.J.S.A. 19:44a-20.5
- 86-2018** Authorizing a Professional Planner to Provide Planning Services for the City of Northfield’s Affordable Housing Obligations, and in Accordance with N.J.S.A. 40a:11-5 (1) as a Professional Service
- 87-2018** A Resolution of the City of Northfield, County of Atlantic, State of New Jersey, Authorizing the Filing of an Application for a Short Term Construction Loan from the New Jersey Infrastructure Bank (F/K/A New Jersey Environmental Infrastructure Trust) Under the 2018 Construction Financing Program for the Davis Avenue Sanitary Sewer Pump Station Upgrade Project
- 88-2018** Resolution of the City of Northfield, in the County of Atlantic, New Jersey, Determining the Form and Other Details of its “Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank (F/K/A New Jersey Environmental Infrastructure Trust)”, to be Issued in the Principal Amount of up to \$300,000, and Providing for the Issuance and Sale of Such Note to The New Jersey Infrastructure Bank (F/K/A The New Jersey Environmental Infrastructure Trust), and Authorizing the Execution and Delivery of Such Note by the City of Northfield in Favor of the New Jersey Infrastructure Bank, all Pursuant to the New Jersey Infrastructure Bank Construction Financing Loan Program for the Davis Avenue Sanitary Sewer Pump Station Upgrade Project
- 89-2018** Authorizing Schaeffer, Nassar, Scheidegg Consulting Engineers to Proceed with Preparation of Bid Documents for the Project known as Reconstruction of Walnut Avenue
- 90-2018** Award of Contract for the Project known as Cresson Avenue Drainage Improvements
- 91-2018** To Approve an Application for Use of Facilities MRHS Baseball
- 92-2018** 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 Litigation and Matters Falling within the Attorney Client Privilege Requiring Confidentiality – Mt Laurel Litigation

PAYMENT OF BILLS \$1,772,755.67

MEETING NOTICES

City Council	April 10, 2018	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
MARCH 27, 2018**

PAYMENT OF BILLS \$1,772,755.67

MEETING NOTICES

City Council	April 10, 2018	6pm Work Session Regular Session immediately following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 80-2018**

**APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO
PROCEED WITH PUBLIC BIDDING FOR THE PROJECT KNOWN AS
DAVIS AVENUE PUMP STATION RENOVATION**

WHEREAS, on April 11, 2017, the Common Council did adopt Resolution No. 96-2017, authorizing the City engineer to proceed with the project known as Davis Avenue Pump Station Renovation, and

WHEREAS, said specifications were prepared by Rami Nassar, of Schaffer, Nassar, Scheidegg, Consulting Engineers, and have been reviewed by the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications are hereby approved and the City Engineer is authorized to proceed with public bidding for this project.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 81-2018**

**A RESOLUTION APPROVING RELEASE OF A PERFORMANCE
GUARANTEE, FOR BLOCK 113 LOTS 13-16 LOCATED AT 321 MT
VERNON AVENUE, POSTED AS A CONDITION OF A HARDSHIP
EXCEPTION FROM ROAD OPENING MORATORIUM**

WHEREAS, on October 27, 2011, the Common Council of the City of Northfield did adopt Resolution No. 149-2011, authorizing a hardship exception from the road opening moratorium for Block 113 Lots 13-16 located at 321 Mt Vernon Avenue in the City of Northfield; and

WHEREAS, as a condition of the exception, the owner of Block 113 Lots 13-16 located at 321 Mt Vernon Avenue in the City of Northfield, was required to post a \$6,000.00 performance guarantee to ensure that subsequent pavement restoration was done in accordance with the requirements of local ordinances; and

WHEREAS, on February 14, 2018, the City received a request for the return of the \$6,000 performance guarantee; and

WHEREAS, the Municipal Engineer has inspected the pavement restoration and has submitted written notice to the City that it is acceptable and that it is his recommendation to release the guarantee.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield, that the \$6,000 performance guarantee posted Block 113 Lots 13-16 located at 321 Mt Vernon Avenue in the City of Northfield, be released to Lori Collins, 321 Mt. Vernon Avenue, Northfield NJ 08225.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 82-2018**

AUTHORIZING REFUND OF OVERPAYMENT OF SEWER

BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that a refund for overpayment of sewer rents and charges pursuant to the following are hereby authorized:

REFUND TO	BLK	LOT	PROPERTY ADDRESS	REFUND AMOUNT
GRABOWSKI, LINDA 1218 ZION ROAD NORTHFIELD, NJ 08225	122	21.07	1218 ZION ROAD	\$180.00
				\$180.00

BE IT FURTHER RESOLVED, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 83-2018**

REFUND OF TAX SALE CERTIFICATE

WHEREAS, the City of Northfield held a tax sale on March 15, 2018; and

WHEREAS, lien certificate #17-00032 was sold to Trystone Capital Assets LLC for Block 59 Lot 189 at said tax sale; and

WHEREAS, the owner of this property was a party in an ongoing Chapter 13 bankruptcy proceeding; and

WHEREAS, this property was erroneously placed in tax sale.

NOW, THEREFORE, BE IT RESOLVED, by the City of Northfield, County of Atlantic, State of New Jersey, hereby authorize the Tax Collector to cancel the above-mentioned tax sale certificate and refund \$400.00 to:

Trystone Capital Assets LLC P.O. Box 1030 Brick, NJ 08723

BE IT FURTHER RESOLVED, that the Chief Financial Officer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Michele L. Kirtsos, CTC

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 84-2018**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Nick Grasso has properly submitted an Application for Use of Facilities requesting use of the Boys Major League Baseball Field, subject to availability based on use by Northfield Little League teams as follows:

From April 1, 2018 – June 30, 2018
Friday evenings, from 5:00pm – 7:00pm

WHEREAS, Mr. Nick Grasso has presented this request on behalf of the South Jersey Sandsharks 10U team; and

WHEREAS, the President of the Northfield Little League has advised that the field use request can be granted, subject to the approval of the Common Council of the City of Northfield.

THEREFORE, BE IT RESOLVED, that the Common Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. Nick Grasso subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, the terms and conditions of the current Use of Facilities Guidelines and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

Coaches live in Northfield

Nick Grasso William Hickman

Joe Russo CITY OF NORTHFIELD

Glenn Donhave Application for Use of Facilities

Name and Address of Organization: Nick Grasso 100 SJ Sand Sharks Baseball

Tell Us Who You Are / Description and Purpose of Organization:

Coach of the 100 SJ SandSharks - Baseball Team

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☒ Yes ☐ No

If Yes, How Much? \$ 350.00 per ☒ Person ☐ Day ☒ Season (other)

Name of Applicant / Responsible Party: Nick Grasso Title/Affiliation Coach

Home Address: 302 ROOSEVELT AVE NORTHFIELD NJ 08225

Telephone: (H) (C) (W)

Name and Location of Facility(ies) Being Requested:

NLL Major Field

For the Following Purpose: Practice - Game

on the Following Date(s): April 1 2018 - June 30 2018 ~~every~~ FRIDAY day a week when NLL isn't using it

Specify the Hours of Use: From: 5:00pm To: 7:00pm

of Participants per Date: 10 # of Participants who are Northfield Residents: 6

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? 9 & 10 year old

Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☐ Yes ☒ No

If Yes, Name of Municipality/ies:

Date/s and Disposition of Request/s:

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: [Signature] DATE: 3/21/18
Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 85-2018**

**AUTHORIZING THE APPOINTMENT OF A COAH ATTORNEY AS SPECIAL
COUNSEL IN ACCORDANCE WITH N.J.S.A. 40A:11-5 (1) AS A PROFESSIONAL
SERVICE, AND IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5**

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

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

WHEREAS, in accordance with in accordance with N.J.S.A. 19:44A-20.5, et seq. Jeffrey R. Surenian and Associates, LLC, 707 Union Avenue, Suite 301, Brielle, New Jersey, 08730, has completed and submitted a Business Entity Disclosure Certification which certifies that Jeffrey R. Surenian and Associates, LLC has not made any reportable contributions to a political or candidate committee in the City of Northfield in the previous one year, and that the contract will prohibit Jeffrey R. Surenian and Associates, LLC, from making any reportable contributions through the term of the contract.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Jeffrey R. Surenian and Associates, LLC, 707 Union Avenue, Suite 301, Brielle New Jersey, 08730, in accordance with the terms of the Agreement incorporated herein as Exhibit A, in an amount not to exceed \$25,000.00. This amount is based on a reasonable estimate of services required, and the City of Northfield is not obligated to spend the entire amount.

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

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

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of _____ 2018, by and between:

City of Northfield, a Municipal Corporation of the State of New Jersey
1600 Shore Road,
Northfield, New Jersey 08225

Hereinafter referred to as "City"

And: **Jeffrey R. Surenian and Associates, LLC**
707 Union Avenue, Suite 301
Brielle, New Jersey, 08730

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm"

WITNESSETH:

1. City hereby appoints and employs the 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.

2. Special Counsel shall bill the City at the following rates:

- (a) \$185.00 per hour for all time spent by an attorney with at least 30 years of experience as a lawyer;
- (b) \$170.00 per hour for all time spent by an attorney with at least ten years of experience as a lawyer;
- (c) \$160.00 per hour for all time spent by an attorney with at least five years as a lawyer;
- (d) \$150.00 per hour for all time spent by an attorney with less than five years of experience as an attorney; and
- (e) \$70.00 per hour for all paralegal work.

3. The total amount of this Contract for Professional Services shall not exceed twenty-five thousand dollars (\$25,000.00) unless there is an agreement in writing between the City and Special Counsel authorizing this Contract to exceed \$25,000 or unless the municipal solicitor authorizes Special Counsel to complete work before the City can meet. To implement this provision, Special Counsel shall inform the municipal solicitor when it approaches the \$25,000 mark and the municipal solicitor shall, after consultation with the Chief Financial Officer as to availability of funds, request that Council vote to authorize additional work, via a Special Meeting if necessary, or Special Counsel shall be deemed to be unauthorized to perform further work. In such a situation, Special Counsel shall not be held liable for any consequences of the decision to restrict it from performing additional work.

4. Special Counsel shall only bill for the time of one attorney/Counsel/Senior Associate/Junior Associate/paralegal (collectively "Attorney") for any Court appearances or meetings with clients, but shall be permitted to bill for conferences among the attorneys to formulate the City's legal strategies and to provide other legal services for the City.

5. City shall pay all disbursements incurred by Special Counsel at its normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

6. Special Counsel shall bill City on a monthly basis. In the event that the bills exceed the amount budgeted notwithstanding the mechanisms set forth in paragraph 3 above, Special Counsel shall notify the City as soon as possible. The City, in its sole and absolute discretion may then either appropriate additional funds or Special Counsel shall be authorized to stop work immediately without any liability for so doing.

7. City shall pay all bills within forty-five (45) days from date mailed.

8. As a prerequisite to payment, Special Counsel shall complete and execute vouchers required by the City, which Special Counsel shall be free to submit with each bill, so that said bill may be paid upon approval.

9. Special Counsel agrees to maintain the following minimum insurance coverage:

- a) Commercial General Liability in the amount of \$500,000.00
- b) Automobile Liability in the amount of \$500,000.00
- c) Worker's Compensation Insurance (Statutory);
- d) Professional Liability Insurance (ex. E&O or Malpractice Insurance) in the minimum amount of \$500,000.00;
- e) Any of the above insurance policies must provide for a minimum 60-day notice of termination period. Any such notice of termination received by Special Counsel must be provided to the City within three business days from receipt by Special Counsel;
- f) Failure to maintain any one or the above insurance coverage stated herein shall serve as a basis for the immediate termination of this Contract.
- g) Special Counsel must provide proof of the insurance coverage listed herein upon the signing of this Contract.

10. Attached hereto and incorporated herein are:

Exhibit 1

Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27; Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, C. 127) N.J.A.C. 17-27;

Exhibit 2

State of New Jersey Business Registration Certificate; Certificate of Employee Information Report; Workers Compensation and

Employers Liability Policy; and Business Entity Disclosure
Certification; and

Exhibit 3

Certificates of Good Standing for Jeffrey R. Surenian, Michael A.
Jedziniak, Erik C. Nolan and Michael J. Edwards.

11. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.
12. The terms of this Contract shall be in effect from May 1, 2018 until April 30, 2019.

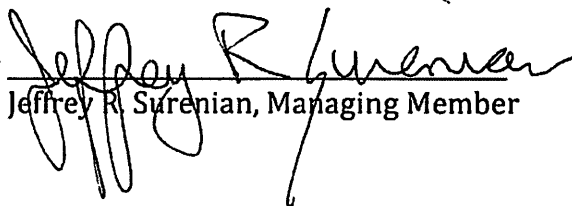
CITY OF NORTHFIELD

ATTEST:


By _____

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

By


Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on
this 15 day of March, 2018


A Notary Public of New Jersey

My commission expires
JACALYN A. SPRINGER
A Notary Public of New Jersey
My Commission Expires Sept. 15, 2018

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 86-2018**

**AUTHORIZING A PROFESSIONAL PLANNER TO PROVIDE
PLANNING SERVICES FOR THE CITY OF NORTHFIELD'S
AFFORDABLE HOUSING OBLIGATIONS, AND IN ACCORDANCE
WITH N.J.S.A. 40A:11-5 (1) AS A PROFESSIONAL SERVICE**

WHEREAS, there exists the need to appoint a Professional Planner for the purpose of formulating the City of Northfield's Council On Affordable Housing (COAH) Compliance Plan; and

WHEREAS, the Common Council of the City of Northfield wishes to appoint Tiffany Cuiello, Professional Planner, 359 Superior Road, Egg Harbor Township, New Jersey, 08234.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that this professional service be awarded to Tiffany Cuiello, Professional Planner, 359 Superior Road, Egg Harbor Township 08234, in accordance with the terms of the Agreement incorporated herein as Exhibit A, in an amount not to exceed \$5,000.00.

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

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

March 21, 2018

Northfield City Council
1600 Shore Road
Northfield, NJ 08225

Attention: Mary Canesi, Registered Clerk

Re: Planning Services

Dear Ms. Canesi:

I would be pleased to provide Planning Services for the City's affordable housing needs. My role would be to assist the City in identifying areas to provide the required affordable housing in accordance with the rules and regulations of the Council on Affordable Housing (COAH). A Housing Element and Fair Share plan would be developed for adoption. Understanding that the City is facing a possible legal challenge in satisfying your affordable housing obligation and that the State is in the process of drafting new regulations for affordable housing the scope of work as proposed may require modification and adjustments.

QUALIFICATIONS

I have attached a Qualifications Statement for the City to review, providing you with an overview of my work experience.

SCOPE OF WORK

Overview of Affordable Housing Obligation and Site Specific Analysis

The first step in the process is to understand the City's obligation and available methods to satisfy the requirements governing affordable housing. Additionally, the City will need to understand the development impacts and limitations of the Cresson Avenue property. I will provide the City with an analysis of where they can potentially satisfy the total affordable housing obligation and what the subject property can accommodate. Discussions with the property owner/representatives and the City will be necessary to determine the ultimate development of the property. The primary objective is to provide the City with alternatives to meeting the required affordable housing obligation while ensuring the appropriate development of the subject property.

Preparation of Housing Element and Fair Share Plan

After analyzing the affordable housing obligation and alternatives the City will need to adopt a Housing Element and Fair Share Plan in order to protect yourself from future challenges if they should arise. This process involves several steps as are highlighted below. Given the pending changes to the COAH rules and regulations and the possible legal challenge the City may face it is understood that there may be adjustments needed. I will work with the City to identify these issues as they arise.

Tasks:

1. Housing Element

In accordance with the Fair Housing Act and COAH regulations the Municipal Housing Element is required to include an inventory of the City's housing stock. The inventory must include the housing stock age, condition, value and occupancy standards. The Housing Element must also include an analysis of demographic conditions related to population and income; a determination of the City's fair share affordable housing obligation; and a consideration of lands that can be used to satisfy the obligation.

2. Fair Share Plan

In accordance with COAH regulations a Fair Share Plan must include methods in which the City can satisfy its affordable housing obligation. These methods are provided in the rules and regulations from COAH. The Fair Share Plan will expand upon how the City will use these methods in meeting its housing obligation and include a required implementation agenda. The Fair Share Plan will include drafts of all implementing ordinances for administrative functions required under the COAH regulations; affirmative marketing ordinances; and any inclusionary zoning ordinances or other ordinances required to implement the affordable housing plan.

2A. Settlement Agreement – Round 3

As part of this updated proposal analysis and new plan preparations will be completed for the Round 3 Fair Share Plan. This includes a vacant land adjustment and a revised Prior Round Fair Share Plan following the endorsement of an approved Settlement Agreement.

3. Miscellaneous Items

As part of the Fair Share Plan the City may be required to adopt a spending plan for the collection of the fees from the mandatory non-residential development fees as part of the Housing Element and Fair Share Plan. If the City desires to collect fees from residential development a Development Fee Ordinance will be prepared. Additionally COAH requires the submission of a checklist for all Housing Elements and Fair Share Plans submitted for certification.

4. Meetings

Throughout the process of preparing a Housing Element and Fair Share Plan work sessions will be necessary with designated City staff, Council and Board members. Additionally it is required that the Housing Element and Fair Share Plan be adopted at a public hearing of the Planning Board and Certification must be requested by the Governing Body. Attendance at Planning Board Meetings and Governing Body meeting as well as any necessary workshops to prepare the plan

Estimated Cost:

Due to the complexity of the proposal including the possible legal challenge and COAH's pending adoption of new rules and regulations this work will be completed on a time-charge basis. The work will be done at a rate of \$105.00 per hour plus expenses. The cost of this proposal will not exceed \$15,000 in total from original contract date of 2014.

EXTRA WORK

All services beyond the scope of the work as outlined above will be considered as extra and invoiced as extra work at an hourly rate not to exceed \$105. No extra work will be performed unless authorized by the client. The authorization shall contain the estimated fee for any extra work.

INVOICES

It shall be understood that payment will be due forty-five (45) days from rendering of invoice.

TERMS OF INVOICES

Any questions involving invoices must be brought to our attention within thirty (30) days of the date of the invoice. After that time, all invoices will stand as issued.

PAYMENT NON-CONTINGENCY

It shall be understood that payment will in no way be contingent upon approvals of any agency or reviewing bodies. This applies to work product and not to the approval of the payment of invoices by the Governing Body.

PRINTS

All reproduction and printing costs shall be billed to the client at current square footage rates. Reproduction and printing shall include prints, cloth prints, duplicate mylar transparencies and Photostat copies.

MEETINGS

Attendance at evening meetings is scheduled subject to availability based on a first request basis.

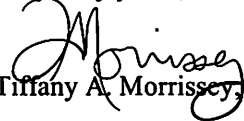
TERMINATION

Either the consultant or the client shall have the right to terminate this Agreement by notifying the other party in writing by certified mail. In the event of termination, the client shall pay all outstanding balances effective the date of the termination of the work.

PROFESSIONAL SERVICES DISCLOSURE

I look forward to working with the City in this endeavor. Please contact me with any questions. Thank you.

Very truly yours,



Tiffany A. Morrissey, PP, AICP

Signed _____

Printed _____

Title _____

Date _____

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 87-2018**

A RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE FILING OF AN APPLICATION FOR A SHORT TERM CONSTRUCTION LOAN FROM THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) UNDER THE 2018 CONSTRUCTION FINANCING PROGRAM FOR THE DAVIS AVENUE SANITARY SEWER PUMP STATION UPGRADE PROJECT

Applicant: CITY OF NORTHFIELD, COUNTY OF ATLANTIC

Loan Number: S340508-01

WHEREAS, in accordance with the provisions of Resolution No. 220-2017, adopted on December 12, 2017 and Bond Ordinance No. 3-2018, finally adopted on March 27, 2018, the City of Northfield, in the County of Atlantic, State of New Jersey (the “City”) filed an application with the New Jersey Department of Environmental Protection (“DEP”) and the New Jersey Infrastructure Bank (the “I-Bank”) for the financing of the Davis Avenue Sanitary Sewer Pump Station Upgrade Project (the “**Davis Ave Pump Station Upgrade Project**”) under the New Jersey Infrastructure Bank Financing Program (f/k/a New Jersey Environmental Infrastructure Trust)(the “**I-Bank Program**”); and

WHEREAS, the City desires to temporarily finance the Davis Avenue Pump Station Upgrade Project prior to the closing of a permanent loan under the I-Bank Program with the proceeds of a short-term construction loan in an aggregate principal amount of up to Three Hundred Thousand Dollars (\$300,000) to be made by the I-Bank (the “**Construction Loan**”) to the City pursuant to the New Jersey Infrastructure Bank Construction Financing Loan Program (the “**Construction Financing Program**”);

WHEREAS, the City intends to issue to the I-Bank its general obligation bonds or notes in a maximum aggregate principal amount of Three Hundred Thousand Dollars (\$300,000), which amount shall be sufficient to pay the costs of the Davis Avenue Pump Station Upgrade Project, including engineering, legal and the other soft costs associated with the issuance of such notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHFIELD AS FOLLOWS:

Section 1. That the City, by and through its Authorized Representatives (as hereinafter specified), is hereby authorized to file an

application for the Construction Loan and to execute and deliver all additional certifications, instruments, notes and other documents as may be required in connection with the Construction Financing Program for the Davis Avenue Pump Station Upgrade Project, including without limitation a negotiable note of the City to be issued to the I-Bank in an aggregate principal amount of up to Three Hundred Thousand Dollars (\$300,000). The terms of the Note shall be as set forth in a subsequent resolution or resolutions of the City.

Section 2. That the Mayor, Chief Financial Officer and City Clerk are each hereby authorized to act as the Authorized Representatives to represent the City in all matters relating to the Construction Loan for the Davis Avenue Pump Station Upgrade Project. The Authorized Representatives may be contacted at the Northfield City Hall Building, located at 1600 Shore Road, Northfield, New Jersey 08225, Phone No. (609) 641-2832.

Section 3. This Resolution shall take effect immediately.

The foregoing is a true copy of a Resolution adopted by the City Council of the City of Northfield on March 27, 2018.

CITY OF NORTHFIELD

Mary Canesi, RMC, Municipal Clerk

Roll Call:	Korngut	Lischin	Murray	O'Neill	Perri	Travagline	Deweese
Aye:							
Nay:							
Abstain:							
Absent:							

application for the Construction Loan and to execute and deliver all additional certifications, instruments, notes and other documents as may be required in connection with the Construction Financing Program for the Davis Avenue Pump Station Upgrade Project, including without limitation a negotiable note of the City to be issued to the I-Bank in an aggregate principal amount of up to Three Hundred Thousand Dollars (\$300,000). The terms of the Note shall be as set forth in a subsequent resolution or resolutions of the City.

Section 2. That the Mayor, Chief Financial Officer and City Clerk are each hereby authorized to act as the Authorized Representatives to represent the City in all matters relating to the Construction Loan for the Davis Avenue Pump Station Upgrade Project. The Authorized Representatives may be contacted at the Northfield City Hall Building, located at 1600 Shore Road, Northfield, New Jersey 08225, Phone No. (609) 641-2832.

Section 3. This Resolution shall take effect immediately.

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 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

Roll Call:	Korngut	Lischin	Murray	O'Neill	Perri	Travagline	Deweese
Aye:							
Nay:							
Abstain:							
Absent:							

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 88- 2018**

RESOLUTION OF THE CITY OF NORTHFIELD, IN THE COUNTY OF ATLANTIC, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$300,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST), AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF NORTHFIELD IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM FOR THE DAVIS AVENUE SANITARY SEWER PUMP STATION UPGRADE PROJECT

WHEREAS, in accordance with the provisions of Resolution No. 220-2017, adopted on December 12, 2017, and Bond Ordinance No. 3-2018, adopted on March 27, 2018, the City of Northfield, in the County of Atlantic, State of New Jersey (the “City”) authorized the filing of an application with the New Jersey Department of Environmental Protection (“DEP”) and the New Jersey Infrastructure Bank (the “I-Bank”) for the financing of a clean water project involving the upgrading of the Davis Avenue Sanitary Sewer Pump Station (the “Davis Avenue Pump Station Upgrade Project”) under the New Jersey Infrastructure Bank Financing Program; and

WHEREAS, the City desires to temporarily finance the Davis Avenue Pump Station Upgrade Project with the proceeds of a short-term construction loan in an aggregate principal amount of up to \$300,000 to be made by the I-Bank (the “Construction Loan”) to the City pursuant to the New Jersey Infrastructure Bank Construction Financing Program (the “Construction Financing Program”); and

WHEREAS, to (i) evidence and secure the repayment obligation of the City to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the City to issue and sell to the I-Bank the “Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$300,000 (the “Note”); and

WHEREAS, it is the desire of the City to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the

State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “**Local Bond Law**”), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the City hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by Bond Ordinance No. 3-2018 of the Borrower finally adopted on March 27, 2018, entitled “BOND ORDINANCE APPROPRIATING THREE HUNDRED THOUSAND DOLLARS (\$300,000) AND AUTHORIZING THE ISSUANCE OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) IN BONDS OR NOTES OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY FOR THE REHABILITATION AND UPGRADE OF THE DAVIS AVENUE SANITARY SEWER PUMP STATION TO BE UNDERTAKEN BY AND WITHIN THE CITY OF NORTHFIELD, ATLANTIC COUNTY, NEW JERSEY” and by a Resolution of the City adopted on March 27, 2018, entitled “A RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE FILING OF AN APPLICATION FOR A SHORT TERM CONSTRUCTION LOAN FROM THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) UNDER THE 2018 CONSTRUCTION FINANCING PROGRAM FOR THE DAVIS AVENUE SANITARY SEWER PUMP STATION UPGRADE PROJECT”, at which meetings a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Mayor, City Clerk or Chief Financial Officer of the City (the “**Authorized Officers**”) are hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Authorized Officers pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The City hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$300,000;
- (b) the maturity of the Note shall be determined by the I-Bank;
- (c) the interest rate of the Note shall be determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "CFP-__-__";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A and shall be subject to such revisions as may be approved by the Authorized Officers.

Section 6. The law firm of Fleishman Daniels Law Offices, LLC, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the City are hereby further severally authorized to (i) execute and deliver, and the City Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the City to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the City after consultation with counsel and any advisors to the City and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the City in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the City in the Construction Financing Program.

Section 8. This Resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the City Clerk shall forward certified copies of this Resolution to Fleishman Daniels Law Offices, LLC, bond counsel to the City, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

Roll Call:	Korngut	Lischin	Murray	O'Neill	Perri	Travagline	Deweese
Aye:							
Nay:							
Abstain:							
Absent:							

CERTIFICATE

I, Mary Canesi, Municipal Clerk of the City of Northfield, in the County of Atlantic, New Jersey, HEREBY CERTIFY, that the foregoing copy of the Resolution of the City Council duly adopted on March 27, 2018, has been compared by me with the original Resolution as officially recorded in my office in the Minutes Book of the governing body and is a true, complete and correct copy thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day March, 2018.

Mary Canesi, RMC, Municipal Clerk

[SEAL]

EXHIBIT A

**FORM OF NOTE
DO NOT EXECUTE**

**CITY OF NORTHFIELD (ATLANTIC COUNTY)
RELATING TO:
THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK
(f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)**

\$ _____,
_____, 201_

CFP-__-__

FOR

VALUE

RECEIVED,

_____, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK (f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“Act” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Administrative Fee” means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

“Anticipated Financing Program” means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

“Anticipated Long Term Loan” means the long term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Fund Portion” means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued, as part of the Anticipated Financing Program.

“I-Bank Portion” means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

“I-Bank Portion Interest Rate” means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 “AAA” Municipal Market Data General Obligation Index (Tax-Exempt) or the “BVAL” Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the actual rate of interest established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

“Interest” means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the

applicable I-Bank Portion Interest Rate and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Maturity Date” means _____, 2021, or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

“NJDEP” means the New Jersey Department of Environmental Protection.

“NJDEP Loan Origination Fee” means the “NJDEP Fee” as referenced and defined in Exhibit B hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$_____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale

thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this

Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax- exempt bonds”). In furtherance of such long term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the “System Records”), separate and distinct from its other records and accounts (the “General Records”), which shall be audited annually by an independent registered municipal accountant and shall be made available for

inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition, and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if any, fourth, any late charges, and, finally, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%)

per annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4 to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any disbursement pursuant to the provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other

party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the “New Jersey Infrastructure Bank Credit Policy”, adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the “Credit Policy”), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank, in addition to certain other consequences set forth in

the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Northfield, 1600 Shore Road, Northfield, New Jersey 08225, Attention: Dawn Stollenwerk, Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF NORTHFIELD

[SEAL]

By:

ATTEST:

Mayor

Clerk

By:
Chief Financial Officer

DO NOT EXECUTE
*******FORM ONLY*******

EXHIBIT A-2

Loan Disbursements

[illegible]

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 89-2018**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING
ENGINEERS TO PROCEED WITH PREPARATION OF BID
DOCUMENTS FOR THE PROJECT KNOWN AS RECONSTRUCTION
OF WALNUT AVENUE**

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

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

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

<u>Project Description</u>	<u>Estimated Purchase Order Amount</u>
Engineering services as related to survey, design, bidding for the Reconstruction of Walnut Avenue (FY2018 NJDOT Municipal Aid Program)	
Total	\$24,000.00

WHEREAS, that certification of funds has been received from the Municipal Finance Officer and that funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line C-04-55-016-100.

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of Northfield held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 90-2018**

**AWARD OF CONTRACT FOR THE PROJECT KNOWN AS CRESSON
AVENUE DRAINAGE IMPROVEMENTS**

WHEREAS, proposals were prepared and solicited by Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC the for the Cresson Avenue Drainage Improvement project in the City of Northfield; and

WHEREAS, sealed bids were received and opened by the Deputy Municipal Clerk at 10:00am on Friday, March 16, 2018, from the following:

Bidder	Bid Amount
Landberg Construction, LLC	\$ 304,423.91
Kline Construction	\$ 342,250.75
Arthur R. Henry, Inc.	\$ 367,367.36
Cardinal Contracting Co., LLC	\$ 383,499.75
Mathis Construction Co., Inc.	\$ 387,892.72
Think Pavers.com	\$ 412,233.00
Crown Pipeline Construction Co.	\$ 417,196.90
Gerald A. Barrett LLC	\$ 418,807.06
F.W. Shawl & Sons, Inc.	\$ 465,780.00
Perna Finnigan, Inc.	\$ 477,779.65
West Bay Construction, Inc.	\$ 486,720.00
DSC Construction Co. Inc.	\$ 538,765.00
Lafayette Utility Construction Co., Inc.	\$ 621,032.50

WHEREAS, after review of the proposals, Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC has recommended to the Common Council of the City of Northfield that the contract be awarded to Landberg Construction, LLC for the amount of \$304,423.91.

BE IT RESOLVED that the Common Council of the City of Northfield accepts the proposal of Landberg Construction, LLC, PO Box 280, Mays Landing, NJ 08330, in the amount of \$304,423.91.

BE IT FURTHER RESOLVED, that certification of funds has been received from the Municipal Finance Officer and that funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4 and charged against line C-04-55-016-100.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 91-2018**

**TO APPROVE AN APPLICATION FOR USE OF FACILITIES
MRHS BASEBALL**

WHEREAS, on behalf of Mainland Regional High School Baseball, William Kern has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Field and batting cage at Birch Grove Park on the following date and time:

Friday April 27, 2018 3:00pm – 9:30pm

WHEREAS, Northfield Babe Ruth has advised that the field is available on the requested date.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Northfield hereby approves the Application for Use of Facilities presented by Mr. William Kern subject to the full execution of the Use of Facilities Agreement, and compliance with its terms and conditions, and the representations made in the subject Applications for Use of Facilities.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk

CITY OF NORTHFIELD

Application for Use of Facilities

Name and Address of Organization: Mantoloking Regional High School Baseball

Tell Us Who You Are / Description and Purpose of Organization: Mantoloking Regional High School Baseball Team. Co-curricular sport offered by the high school.

Is the Group a Not-For-Profit Organization? ☒ Yes ☐ No

Do Participants Pay a Fee for Your Sport / Event? ☐ Yes ☒ No

If Yes, How Much? \$ N/A per ☐ Person ☐ Day ☐ Season ☐ (other)

Name of Applicant / Responsible Party: Billy Kean Title/Affiliation: Head Coach

Home Address: 1315 Shore Road, Northfield, NJ, 08225

Telephone: (H) _____ (C) _____ (W) _____

Name and Location of Facility(ies) Being Requested: Birch Grove Park

Baseball Field

For the Following Purpose: JV/Varsity Baseball Game (3:45pm & 7pm)

on the Following Date(s): 4/27/2018

Specify the Hours of Use: From: 3pm To: 9:30pm

of Participants per Date: 60 # of Participants who are Northfield Residents: Approx. 10-15

Will Juveniles be Present? Yes ☒ No ☐ If Yes, What Ages? HS Age (14-18)

Applicant MUST submit names, addresses, & telephone # of all coaches / chaperones along with the application

Have You Applied to Other Municipalities for Use of their Facilities for this Event? ☐ Yes ☒ No

If Yes, Name of Municipality/ies: _____

Date/s and Disposition of Request/s: _____

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines and Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement. Applicant further acknowledges that s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: Will R. K. DATE: 3/12/18

Signature

Note: The City of Northfield has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the City of Northfield the use presents a risk of unreasonable injury to persons or damage to property of the City of Northfield or others.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION WILL RESULT IN AUTOMATIC REJECTION

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 92-2018**

**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 LITIGATION AND MATTERS FALLING WITHIN THE
ATTORNEY CLIENT PRIVILEGE REQUIRING CONFIDENTIALITY**

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

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

WHEREAS, it is necessary for the Common Council of the City of Northfield to discuss in a session not open to the public certain matters relating to potential and/or anticipated litigation and matters falling within the attorney client privilege requiring confidentiality.

WHEREAS, the purpose of this meeting is to provide privileged and confidential legal advice with regard to Mount Laurel litigation.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 27th day of March, 2018.

Mary Canesi, RMC, Municipal Clerk