

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
APRIL 23, 2024**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised in the Press of Atlantic City on Saturday, January 6, 2024, and in accordance with Public Law 1975, Chapter 231.

FLAG SALUTE

COUNCIL ROLL CALL:

Bucci, Carfagno, Dewees, Polistina, Notaro, Smith; Leeds

MAYOR: Chau

APPROVAL OF MINUTES April 9, 2024

MAYOR’S REPORT

CITY ENGINEER’S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

2024 MUNICIPAL BUDGET - 7PM - PUBLIC HEARING

RESOLUTION TO AMEND 2024 MUNICIPAL BUDGET

74B-2024 Amendment for the 2024 Budget
Published in the Press of AC 4/27/2024
Public Hearing / Final Adoption 5/7/2024

RESOLUTIONS

- 89-2024** 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
- 90-2024** Authorizing Refund of Construction Permit Fees
- 91-2024** Resolution of the Common Council of the City of Northfield, County of Atlantic, New Jersey, Authorizing Execution of Amended and Restated Storm Water Drainage Easement
- 92-2024** Participant’s Resolution Leap Implementation Grant
- 93-2024** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12(b)(7) –Matters Covered Under the Attorney Client Privilege

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 74B-2024**

RESOLUTION TO AMEND CALENDAR YEAR 2024 MUNICIPAL BUDGET

WHEREAS, the local municipal budget for the year 2024 was approved on the 26th day of March 2024; and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget, now.

THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, County of Atlantic that the following amendment to the approved budget of 2024 be made:

	<u>From</u>	<u>To</u>
GENERAL APPROPRIATIONS		
(A) Operations - within "CAPS"		
Workman's Compensation	224,957.00	276,345.00
Total Operations (Item 8(A) within "CAPS"		
	8,932,675.00	8,984,063.00
Other Expenses (including contingent)	4,397,494.00	4,448,882.00
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"		
	10,251,589.81	10,302,977.81
(A) Operations - Excluded from "CAPS"		
Worker's Compensation	60,043.00	8,655.00
Total Operations - Excluded from "CAPS"		
	2,023,827.40	1,972,439.40
Detail		
Other Expenses	1,859,776.40	1,808,388.40
9. Total General Appropriations	14,759,715.27	14,759,715.27

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services for her certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, pursuant to NJSA 40A:4-9, that this amendment be published in the Press of Atlantic City in the issue of April 27, 2024, and that the said publication contain notice of public hearing on said amendment to be held at City Hall on May 07, 2024, at 7:00 p.m.

Copies of the amended budget are available at no cost in the office of the Municipal Clerk, 1600 Shore Road, Northfield, NJ 08225 during the hours of 8:30 AM to 4:30 PM.

It is hereby certified that all additions and math in this amendment are correct.

Dawn Stollenwerk, Chief Financial Officer

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 23rd day of April 2024.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 89-2024**

**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**

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 Surenian, Edwards, and Nolan, LLC, 311 Broadway, Suite A, Point Pleasant Beach, New Jersey 08742.

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 Surenian, Edwards, and Nolan, LLC, 311 Broadway, Suite A, Point Pleasant Beach, New Jersey 08742, 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 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 4-01-20-155-200.

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 23rd day of April 2024.

Mary Canesi, RMC, Municipal Clerk

Resolution No. 89-2024, Attachment

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of _____ 2024, by and between:

CITY OF NORTHFIELD, a Municipal Corporation of the State of New Jersey
1600 Shore Road
Northfield, NJ 08225

Hereinafter referred to as “City”

And: **SURENIAN, EDWARDS, BUZAK & NOLAN LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Hereinafter referred to as “Special Counsel”, “Contractor” or “Firm”.

In the event that Surenian, Edwards, Buzak & Nolan LLC is reconstituted, references to “Special Counsel”, “Contractor” or “Firm” shall include references to the new entity.

WITNESSETH:

1. City hereby appoints and employs the Firm to assist the City and its legal counsel to address its responsibilities with respect to its affordable-housing obligations in any proceeding involving a) (i) a New Jersey Court of competent jurisdiction, and/or (ii) the New Jersey Council on Affordable Housing (“COAH”) should it resume its duties, and b) any necessary projects, as determined and authorized by the City.

2. The Firm shall bill the City at the following rates:

- (a) \$200.00 per hour for all Partners: Jeffrey R. Surenian, Michael J. Edwards, Edward J. Buzak, and Erik C. Nolan;
- (b) \$185.00 per hour for Firm’s associates: Christine M. Faustini, Nancy L. Holm, William E. Olson, Jackie P. Gioioso, Keli L. Gallo, or Susan L. Crawford;
- (c) \$90.00 per hour for all paralegal work.
- (d) For any new hires, the Firm will communicate with the City prior to the commencement of any work.

3. City shall pay all disbursements incurred by the Firm, such as, but not limited to, black and white photocopying and printing charges (at \$0.30 per page); color photocopying and printing charges (at \$0.50 per page); facsimile charges (at \$1.00 per page); telephone charges; postage, travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.30 per page); research; messenger fees; filing fees; recording fees, etc.

4. Special Counsel shall bill City on a monthly basis. In the event that the bills exceed the amount budgeted, City shall either make another appropriation or advise Special Counsel to stop work immediately.

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

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

7. Attached hereto and incorporated herein are:

Enclosures

1. Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
2. 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;
3. State of New Jersey Business Registration
4. Certificate; Certificate of Employee Information Report;
5. Workers Compensation and Employers Liability Policy; and
6. Business Entity Disclosure Certification;
7. Disclosure of Investment Activities in Iran
8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3

8. 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.

9. The terms of this Agreement shall be in effect from May 1, 2024 to April 30, 2025.

CITY OF NORTHFIELD

ATTEST:

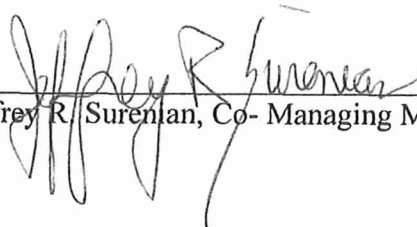
By _____, Mayor

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

WITNESS:



Paul Fiorianti

By 
Jeffrey R. Surenian, Co- Managing Member

Date: 3/14/24

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 90-2024**

AUTHORIZING REFUND OF CONSTRUCTION PERMIT FEES

WHEREAS, the Northfield Building Department did collect fees from and issue permit number 202400113 to Daniel D'Ambro for a demolition at 2 Atrium Court; and

WHEREAS, the property owner has opted not to pursue the demolition, and Daniel D'Ambro has requested refunds of applicable fees collected by the City for the job that has been canceled; and

WHEREAS, the Building Department did collect fees in the amount of \$2,672.00 for the job that has been canceled; and

WHEREAS, the \$2,672.00 in fees collected shall be reduced by the nonrefundable \$156.00 Department of Community Affairs fee, and a review fee of \$534.00, for a total refund due of \$1,982.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Northfield authorizes the refund of \$1,982.00, to Daniel D'Ambro, 2 Atrium Court, Northfield, NJ 08225

I, Mary Canesi, Municipal Clerk of the City of Northfield do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 23rd day of April, 2024.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 91-2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY,
AUTHORIZING EXECUTION OF AMENDED AND RESTATED STORM
WATER DRAINAGE EASEMENT**

WHEREAS, Gables on Wabash, LLC holds legal title to that certain parcel of real property shown and designated as Lots 25, 28, 29, 33 and 34 in Block 92 on the Tax Map of the City of Northfield (the “Property”).

WHEREAS, Gables on Wabash, LLC seeks to develop the Property for a residential housing development in accordance with a certain site plan approval issued by the City of Northfield Planning Board pursuant to that certain Resolution and Findings of Fact and Decision adopted on February 3, 2022, which memorializes approval granted by voice vote by the Northfield Planning Board on January 6, 2022 (the “Site Plan Approval”).

WHEREAS, the City of Northfield is the current owner of that certain property shown as Lot 23 in Block 92 on the Northfield Tax Map, upon which there currently exists the Northfield Public Library (the “Library Property”). The Property and the Library Property are the subject of a certain agreement dated July 31, 1951 by and between Arthur R. Henry and Edythe Henry and English Contracting Company, Inc., a New Jersey corporation, which agreement was recorded in the Atlantic County Clerk’s Office in Book 1552 at Page 191 (the “Original Agreement”).

WHEREAS, pursuant to the terms of the Original Agreement, a right of way was created in, over and upon the Property, for the benefit of the Library Property, for purposes of constructing, maintaining, and repairing an underground stormwater drain, together with necessary manholes, etc. Pursuant to the terms of the Original Agreement, the Library Property is the benefitted property and the property of Owner is the burdened property.

WHEREAS, pursuant to the terms of the Original Agreement, there was created across the Property a specific metes and bounds description of an area within which the storm drainage pipes referenced in the Original Agreement could be located, and within which said pipes have since been located.

WHEREAS, the parties hereto are mutually desirous of amending and restating the terms of the Original Agreement so as to amend the metes and bounds description of the storm drainage right of way, also more commonly known as a storm drainage easement, as it crosses the Property for the benefit of the Library Property. This is being done in accordance with the recommendation of the

engineer to the Northfield Planning Board which was a condition of the Site Plan Approval.

WHEREAS, the purpose of this amendatory Agreement is to reconfirm and restate the right of way easement for storm drainage pipes, and more specifically to amend the metes and bounds description as it traverses the Property of Gables on Wabash, LLC, as more specifically set forth the attached Exhibit "A";

WHEREAS, the City of Northfield is desirous of executing the attached AMENDED AND RESTATED STORM WATER DRAINAGE EASEMENT;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, that the Mayor is hereby authorized and directed to execute the AMENDED AND RESTATED STORM WATER DRAINAGE EASEMENT attached as Exhibit "A" on behalf of the City of Northfield.

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 Common Council of the City of Northfield, held this 23rd day of April, 2024.

Mary Canesi, RMC, Municipal Clerk

AMENDED AND RESTATED STORM DRAINAGE AGREEMENT

This Amended and Restated Storm Drainage Agreement dated the day and year below written by and between Gables on Wabash LLC, a New Jersey Limited Liability Company (hereinafter "Owner"), with offices located at 680 Hooper Avenue, Building B, Suite 204, Toms River, New Jersey 08753 and the City of Northfield, a body corporate and politic of the State of New Jersey (hereinafter the "City") with offices in care of the City Clerk, located at 1600 Shore Road, Northfield, New Jersey 08225.

BACKGROUND

1. Owner holds legal title to that certain parcel of real property shown and designated as Lots 25, 28, 29, 33 and 34 in Block 92 on the Tax Map of the City of Northfield (the "Property").
2. Owner seeks to develop the Property for a residential housing development in accordance with a certain site plan approval issued by the City of Northfield Planning Board pursuant to that certain Resolution and Findings of Fact and Decision adopted on February 3, 2022, which memorializes approval granted by voice vote by the Northfield Planning Board on January 6, 2022 (the "Site Plan Approval").
3. The City is the current owner of that certain property shown as Lot 23 in Block 92 on the Northfield Tax Map, upon which there currently exists the Northfield Public Library (the "Library Property"). The Property and the Library Property are the subject of a certain agreement dated July 31, 1951 by and between Arthur R. Henry and Edythe Henry and English Contracting Company, Inc., a New Jersey corporation, which agreement was recorded in the Atlantic County Clerk's Office in Book 1552 at Page 191 (the "Original Agreement").
4. Pursuant to the terms of the Original Agreement, a right of way was created in, over and upon the Property, for the benefit of the Library Property, for purposes of constructing, maintaining and repairing an underground stormwater drain, together with necessary manholes, etc. Pursuant to the

terms of the Original Agreement, the Library Property is the benefitted property and the property of Owner is the burdened property.

5. Pursuant to the terms of the Original Agreement, there was created across the Property a specific metes and bounds description of an area within which the storm drainage pipes referenced in the Original Agreement could be located, and within which said pipes have since been located.

6. The parties hereto are mutually desirous of amending and restating the terms of the Original Agreement so as to amend the metes and bounds description of the storm drainage right of way, also more commonly known as a storm drainage easement, as it crosses the Property for the benefit of the Library Property. This is being done in accordance with the recommendation of the engineer to the Northfield Planning Board which was a condition of the Site Plan Approval.

7. The purpose of this amendatory Agreement is to reconfirm and restate the right of way easement for storm drainage pipes, and more specifically to amend the metes and bounds description as it traverses the Property of Owner, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, and intending to be legally bound, the parties hereto mutually agree as follows:

1. Incorporation of Recitals. The parties repeat and incorporate herein each of the paragraphs set forth above under the heading "Background" as if set forth at length herein.

2. Amendment of Metes and Bounds Description. The metes and bounds description as set forth in the Original Agreement shall be and is hereby amended such that the original metes and bounds description shall no longer apply and is hereby extinguished, and in place thereof there is hereby created an amended and restated metes and bounds description for the storm drainage right of way, a/k/a storm drainage easement, in accordance specifically with the metes and bounds description prepared by William P. McManus, PLS, as contained on **Exhibit "A"** attached hereto (2 pages) and as

shown graphically on that certain plan prepared by William P. McManus, PLS dated February 26, 2024, a copy of which is annexed hereto as **Exhibit “B”**.

3. Costs for Relocation of Storm Drainage Pipes. The parties acknowledge that this amendatory agreement is being executed at the request of Owner to facilitate its plans to redevelop the Property in accordance with a residential multi-family housing development as shown within the Site Plan Approval, and accordingly all costs and expenses in relocating and maintaining the existing storm pipe(s) that may exist within the Property shall be borne solely and exclusively by Owner. All work shall be performed in a good and workmanlike manner, and in accordance with the Site Plan Approval, and shall be inspected by the civil engineer so designated by the City to inspect construction improvements when Owner seeks to develop its residential multi-family housing project.

4. Successors; Obligations to Run with the Land. Notwithstanding any contrary presumption of law, and regardless of whether any section in this amendatory Agreement makes reference to “successors and assigns” of the Parties, this amendatory Agreement and all rights, benefits, obligations, agreements and undertakings set forth in this amendatory Agreement shall run with the land perpetually and shall be for the benefit of and be binding upon the Parties and their successors in title, successors in right and interest, assigns, and the current and future owners and occupants of the Properties.

5. Injunctive Relief. In the event of any violation or threatened violation of this amendatory Agreement by any Party or successor owner(s) of the Property or the Library Property, the other Party or owner shall have the right, in addition to any other remedies which may be available in this amendatory Agreement, or at law or in equity, to enjoin such violation or threatened violation and enforce the obligations hereunder. Enforcement hereunder shall be sought exclusively against the then owner(s) and/or occupant(s) of the Property or a portion thereof alleged to be in default.

6. Governing Law / Jurisdiction. This amendatory Agreement shall be construed in accordance with the laws of the State of New Jersey, without giving effect to choice of law provisions, and in the event of a dispute or litigation arising out of this amendatory Agreement, the Superior Court of New Jersey, venued in Atlantic County, shall have sole and exclusive jurisdiction over the matter.

7. Limitation of Liability. Any person acquiring fee or leasehold title to the Property or the Library Property, or any portion thereof, affected by this amendatory Agreement shall be bound thereby only as to the Lot or portion of the Property acquired by such person. In addition, such person shall be bound by this amendatory Agreement only during the period such person is the fee or leasehold owner of such parcel and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder except as to the obligations, liabilities or responsibilities that accrued prior to such conveyance or transfer. Although persons may be released under this section, rights, obligations, agreements and undertakings set forth herein shall continue upon the Property and shall run with the land.

8. No Waiver of Default. No waiver of any default by the owner(s) of either property shall be implied from any omission by that owner to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this amendatory Agreement shall not be deemed to be a waiver of any subsequent default in the performance of same term, provision or covenant or any other term, provision or covenant contained in this amendatory Agreement.

9. Not a Public Dedication. Nothing contained in this amendatory Agreement shall be deemed to be a gift or dedication of fee title to any portion of the Properties to the general public or for any public purposes whatsoever.

10. Notices. Any notice required or permitted to be given under this amendatory Agreement shall be in writing and shall be sent via United States mail as certified mail, return receipt requested, postage prepaid, or by any national next day air delivery and addressed to the party being notified and in the case of Owner or City, at the address given below (or such other address which Owner or City may designate for itself or themselves from time to time hereafter by written notice to the other parties), and shall be deemed to be received on the day as indicated on the return receipt slip:

Gables on Wabash LLC, a New Jersey Limited Liability Company
680 Hooper Avenue, Building B, Suite 204
Toms River, New Jersey 08053

AND:

City Clerk, City of Northfield
1600 Shore Road
Northfield, New Jersey 08225

As for successor owners following the original Parties, notice shall be delivered to the Party at that Party's address appearing in the public record of the municipal tax assessor, or absent such record to the address in the deed of conveyance by which title vested in such Party.

11. Indemnification / Hold Harmless. Each Party shall defend, indemnify, and hold the other Party harmless from all costs, expenses, liabilities, injuries, fines, and damages (including, without limitation, reasonable attorney fees and legal expenses) that such other Party may suffer, sustain or become subject to arising out of the indemnifying Party's entry upon the other Party's property or performance of its duties and obligations under this amendatory Agreement or a failure to perform its duties and obligations under this amendatory Agreement.

12. Amendment. The provisions of this amendatory Agreement may be amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the owner(s) of the Properties and once all signatures have been placed on the amendment document then duly recorded in the public record in the office of the Atlantic County Clerk.

13. Captions and Capitalized Terms. The captions of each section and subsection and subparagraph are included only for convenience of reference and shall be disregarded in the construction and interpretation of this amendatory Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this amendatory Agreement.

14. Entire Agreement. This amendatory Agreement and exhibits hereto contain the entire amendatory agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this amendatory Agreement and exhibits hereto. The provisions of this amendatory Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

15. Severability. If any term, covenant, restriction or condition contained in this amendatory Agreement shall, to any extent, be invalid or unenforceable, the remainder of this amendatory Agreement (or the application of such term, covenant, restriction or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable) shall not be affected thereby.

16. No Merger of Rights. No merger of rights shall occur because of the present or future common ownership or common right to possession of the dominant and servient estates created hereunder.

17. Further Assurances. Owner and City shall each, from time to time after the execution hereof, execute and deliver to the other such other documents as may be required to effectuate the terms, provisions and intent of this amendatory Agreement.

18. Counterparts. This amendatory Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this instrument to be executed the day and year below written.

DATE SIGNED:

Gables on Wabash LLC,
a New Jersey Limited Liability Company

March 26, 2024.

By: Glen McDonald

Print Name: Glen McDonald

Print Title: Managing Member

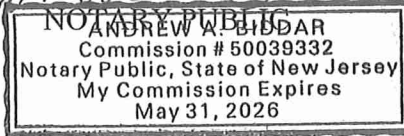
STATE OF NEW JERSEY :

:SS.

COUNTY OF ATLANTIC :

Be it Remembered, that on this 26th day of March, 2024, before me the subscriber, a Notary Public, personally appeared Glen McDonald who, I am satisfied, is the person who signed the within instrument as a member of Gables on Wabash LLC, the limited liability company named therein and he/she thereupon acknowledged that the said instrument made by the limited liability company, was signed delivered by him as such member and is the voluntary act and deed of the limited liability company made by virtue of authority from its members.

Andrew Biddar



DATE SIGNED:

City of Northfield,
a body corporate and politic of the State of New Jersey

_____, 2024.

By: _____

Print Name: _____

Print Title: _____

STATE OF NEW JERSEY :

:SS.

COUNTY OF ATLANTIC :

Be it Remembered, that on this ____ day of _____, 2024, before me the subscriber, a Notary Public, personally appeared _____ who, I am satisfied, is the person who signed the within instrument as _____ of **City of Northfield**, the body corporate and politic of the State of New Jersey named therein and he/she thereupon acknowledged that the said instrument made by the and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him/her as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

NOTARY PUBLIC

DUFFY • DOLCY • McMANUS & ROESCH

634 LOST PINE WAY, GALLOWAY, NJ 08205 * 609-652-0105 * FAX# 609-652-2032

**METES AND BOUNDS DESCRIPTION
FOR A 15-FOOT-WIDE STORM WATER DRAINAGE EASEMENT
BLOCK 92, LOT 31
CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY
PROJECT # 10636**

All that certain tract or parcel of land located in the City of Northfield, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING on the division line of Lot 29 and Lot 31 in Block 92, where the same is intersected by the northerly line of the herein described 15-foot-wide storm sewer easement, said point being South 66 degrees 08 minutes 48 seconds East 247.77 feet from the division line of Lot 29 and lot 6; and extending thence

- 1) North 45 degrees 59 minutes 11 seconds East along the northerly line of herein described easement 53.98 feet to the division line of Lot 31 and Lot 41; thence
- 2) South 66 degrees 08 minutes 48 seconds East along said line and the extension thereof 16.19 feet to the southerly line of herein described easement; thence
- 3) South 45 degrees 59 minutes 11 seconds West 53.98 feet to the division line of Lot 29 and Lot 31; thence
- 4) North 66 degrees 08 minutes 48 seconds West along said division line 16.19 feet to the point and place of **BEGINNING**.



**William P. McManus, PLS
Professional Land Surveyor
N.J. License No. 31660**

Exhibit "A"
(1 of 2)

DUFFY • DOLCY • McMANUS & ROESCH

634 LOST PINE WAY, GALLOWAY, NJ 08205 * 609-652-0105 * FAX# 609-652-2032

**METES AND BOUNDS DESCRIPTION
FOR A 15-FOOT-WIDE STORM WATER DRAINAGE EASEMENT
BLOCK 92, LOT 25 & LOT 29
CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY
PROJECT # 10636**

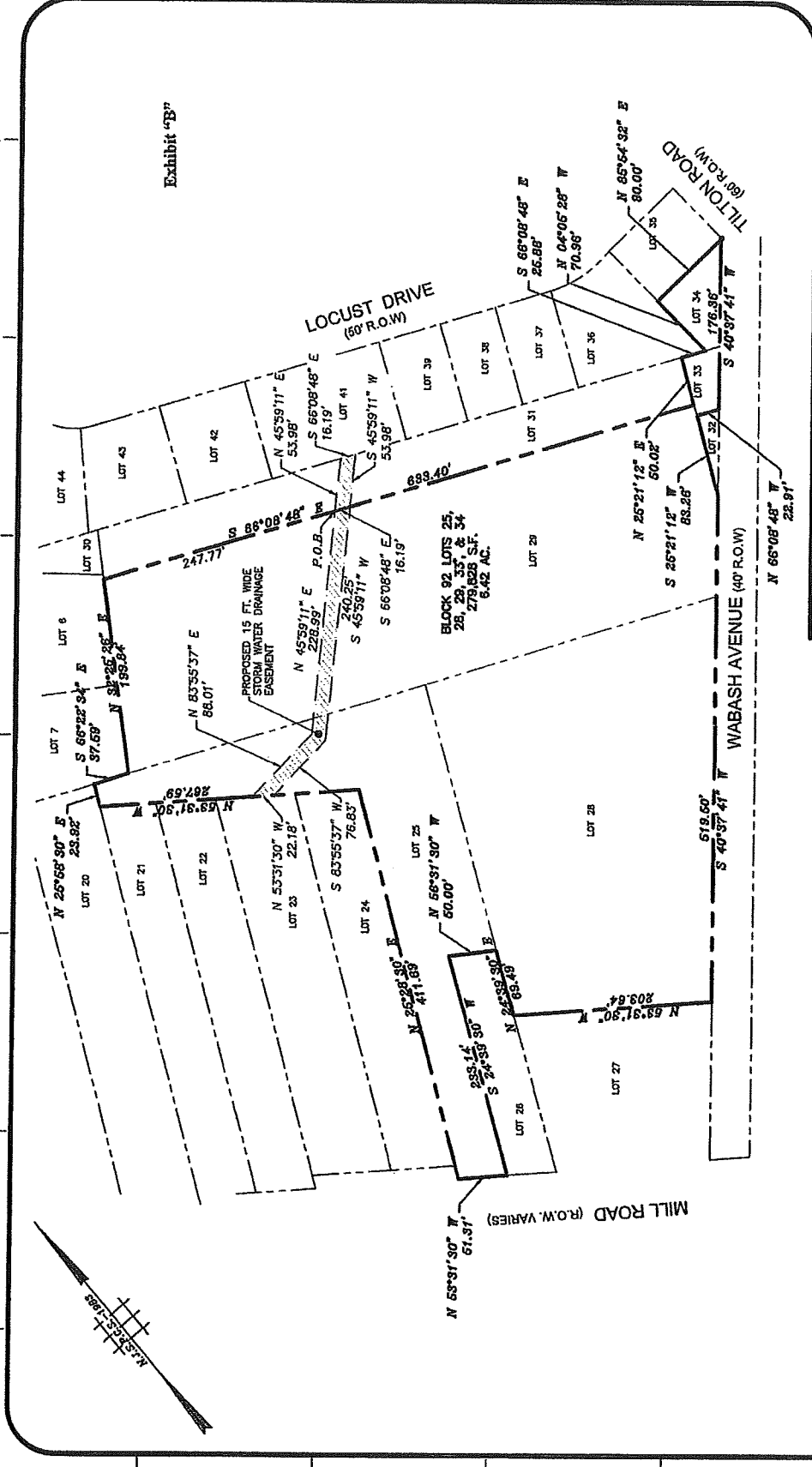
All that certain tract or parcel of land located in the City of Northfield, County of Atlantic, and State of New Jersey, bounded and described as follows:

BEGINNING on the division line of Lot 29 and Lot 31 in Book 92, where the same is intersected by the northerly line of the herein described 15-foot-wide storm sewer easement, said point being South 66 degrees 08 minutes 48 seconds East 247.77 feet from the division line of Lot 29 and lot 6; and extending thence

- 1) South 66 degrees 08 minutes 48 seconds East along said division line 16.19 feet to the southerly line of herein described easement; thence
- 2) South 45 degrees 59 minutes 11 seconds West along said line and the extension thereof 240.25 to an angle point; thence
- 3) South 83 degrees 55 minutes 37 seconds West still along the southerly line of herein described easement 76.83 feet to the division line of Lot 25 and Lot 23; thence
- 4) North 53 degrees 31 minutes 30 seconds West along said division line 22.18 feet to the northerly line of herein described easement; thence
- 5) South 83 degrees 55 minutes 37 seconds East 88.01 feet to an angle point; thence
- 6) North 45 degrees 59 minutes 11 seconds East still along the northerly line of herein described easement 228.99 feet to the point and place of **BEGINNING**.


William P. McManus, PLS
Professional Land Surveyor
N.J. License No. 31660

Exhibit "A"
(2 of 2)



WILLIAM P. McMANUS
 PROFESSIONAL LAND SURVEYOR
 NEW JERSEY LICENSE NO. 1100

[Signature]

DUFFY-DOLY-McMANUS & ROESCH
 Parcel Map
 Block 92 Lots 25, 28, 29, 33 & 34
 City of Northfield State of New Jersey
 County of Atlantic
 Project 10330
 Date 07/20/20
 Scale 1" = 100'
 File No. 1 of 1

© 2020 DUFFY-DOLY-McMANUS & ROESCH, INC.

NO.	REVISION	DATE	BY

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 92-2024**

PARTICIPANT'S RESOLUTION LEAP IMPLEMENTATION GRANT

WHEREAS, the State of New Jersey has appropriated \$7.5 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the County of Atlantic and the Atlantic County Sheriff's Office propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to provide bloodhound tracking, narcotics detection, and explosive detection K-9 services when needed, which will benefit the residents of all participating local units; and

WHEREAS, the County of Atlantic and the Atlantic County Sheriff's Office has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Northfield, that the City of Northfield does hereby join with County of Atlantic and the Atlantic County Sheriff's Office in applying for a LEAP Implementation Grant in the amount of \$112,500 to support implementation of this shared service.

CERTIFICATION

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield in the County of Atlantic, and the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Common Council of the City of Northfield at a Regular meeting of April 23, 2024.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 93-2024**

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

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, with the City's Special Counsel for Affordable Housing, an update regarding affordable housing compliance efforts, potential future affordable housing development, and matters that fall within the attorney client privilege related thereto.

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

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

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of Northfield, held this 23rd day of April 2024.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 4- 2024**

**AN ORDINANCE AMENDING SECTION 215 OF THE CODE OF THE
CITY OF NORTHFIELD GOVERNING LAND USE AND
DEVELOPMENT**

WHEREAS, City of Northfield Code Section 215 governs land use and development in the City of Northfield; and

WHEREAS, the Council for the City of Northfield desires to amend Code Section 215; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northfield, County of Atlantic, and State of New Jersey that Code Section 215 of the Code of the City of Northfield is hereby amended as follows (added text underlined; deleted text ~~stricken~~):

Chapter 215. Land Use and Development

Section 215-152.2 Affordable Housing 3- Age Restricted Overlay District (AH3-AR)

- A. Applicability and Purpose. This ordinance shall apply to Block 150, Lot 1 as it exists at the time of adoption of this ordinance and includes any future lots subdivided in accordance with this ordinance. The purpose of the AH3-AR District is to provide for the construction of a 100% affordable age-restricted rental housing unit development creating a realistic opportunity for the construction of a portion of the low- and moderate-income housing obligation of the City of Northfield. The AH3-AR district is further intended to preserve the existing Atlantic County facilities on the balance of Block 150, Lot 1.
- B. Permitted Uses
- (1) Principal Uses
- [a] Age-Restricted Independent Living Units.
- [b] Nursing Homes with Rehabilitation including comprehensive care, sub-acute care, long-term care and associated services.
- [c] Services provided by Atlantic County including, but not limited to, senior services and centers, oral health services, human services, election services, County equipment storage, County offices and other public services customarily provided by County government.
- [d] Historical Burial Grounds subject to item C(1)[d] below.

(2) Accessory uses

- [a] Off-street parking subject to the provisions of §215-105 and below.
- [b] Signs subject to the provisions of §215-113 (I)
- [c] Fences and hedges subject to the provisions of §215-95.
- [d] Trash enclosures.
- [e] Gazebo/patios.

C. Standards and regulations: the following requirements and standards shall be adhered to:

(1) Lot Requirements.

- [a] Lot Area – 2.5 acres minimum.
- [b] Lot Frontage/Width – 50 foot minimum.
- [c] Lot Depth – 200 foot minimum as measured from Dolphin Avenue.
- [d] Any new lot created for the presumed burial grounds from the sanitorium shall meet the following standards:
 - [i] The lot area shall be the minimum required to accommodate the historical burial grounds.
 - [ii] There is no required street frontage provided an access easement is provided for use and maintenance.

(2) Building setback.

- [a] Front yard setback – 45 foot minimum.
- [b] Side yard setback – 20 foot minimum.
- [c] Rear yard setback – 20 foot minimum

(3) Coverages.

- [a] Building Coverage – 30% maximum.
- [b] Impervious Coverage – 70% maximum.

(4) Building height – 3 stories and 45-foot maximum.

(5) Perimeter Buffers in accordance with the following:

- [a] 15-foot minimum along all external property lines for any new development.
- [b] The buffer width is not in addition to the required setback and can be within any required setback.
- [c] Buffers are not required along the common property lines with Atlantic County.
- [d] Within all buffers a minimum planting area of 10-feet in width is required.

[e] The buffer shall be landscaped as detailed in §215-85 and §215-100 except as provided above.

(6) Parking and Loading.

[a] Parking – One parking space per residential unit.

[b] Parking setbacks – 15 feet to a rear property line.

[c] Loading – One space minimum.

(7) Shared access is permitted across the Atlantic County property.

Section 215-113 (I) – Signs permitted in the R-SC Senior Citizen Residential District, AH Adult Housing District, AH1-AR Affordable Housing 1 – Age Restricted, AH2 Overlay Zone Adult Housing and AH3-AR - Affordable Housing 3 - Age Restricted Overlay District

(1) – (4) No Change.

REPEALER - All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SEVERABILITY - If any portion of this ordinance shall be determined to be invalid, such determination shall not affect the validity of the remaining portions of said ordinance.

EFFECTIVE DATE - This ordinance shall take effect upon final passage and publication in accordance with law.

Mary Canesi, RMC
Municipal Clerk

Erland Chau
Mayor

The above Ordinance was passed on first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey on the 9th day of April 2024, and will be taken up for a second reading, public hearing and final passage at a meeting of said Council held on the 23rd day of April 2024, in Council Chambers, City Hall, Northfield, New Jersey.

First Reading: April 9, 2024
Publication: April 13, 2024
Final Reading: April 23, 2024
Publication: April 27, 2024

ENGINEER'S REPORT

Engineer's Report

To: Mayor & Council
City of Northfield

From: Marc DeBlasio, P.E., P.P., C.M.E.
City Engineer

Cc: Mary Canesi, Clerk (via email)
Dawn Stollenwerk, CFO (via email)
Qwin Vitale, Superintendent of Public Works (via email)

Date: April 23, 2024

Grant Applications

1. FY2024 NJDCA Local Recreation Improvement Grant (LRIG)
 - The New Jersey Department of Community Affairs has announced that they are accepting LRIG applications and the submission deadline is February 27, 2024. The LRIG application was submitted on February 23, 2024.
2. USDA Water and Waste Disposal-Predevelopment Planning Grant (PPG)
 - The requested financial information from the City has been submitted to the USDA and is currently under review. Our office contacted the USDA on March 18, 2024 asking for a status update and resubmitted the financial information.
3. New Jersey Department of Transportation Local Projects Fund (NJDOT LTPF)
 - Subject to funding appropriation, the Local Transportation Projects Fund is established to address specific focused local transportation issues throughout the state. Applications can be submitted at any time via SAGE (System for Administering Grants Electronically). City projects will be evaluated for eligibility and submission. Our office transmitted a proposal to complete and submit the grant application on January 30, 2024.
 - The City has identified various streets within the City which are in need of re-stripping. DBA will submit a proposal for this work and collaborate with Qwin Vitale on identification of street locations.

Engineering

1. Drainage Issue at 2320 Cedarbridge Road:

- On February 9, 2024, Marc DeBlasio met with Qwin Vitale to assess drainage issues at 2320 Cedarbridge Road. It was determined that the property lies at a low point within the drainage area. Recommended short term solutions include constructing an earthen berm at the driveway and cleaning and inspecting storm sewer inlets and pipe. Long term solutions include evaluating the storm sewer system and installing larger pipes and/or drainage facilities, and the installation of curbing along the roadway.
- The short term provisions provided by the City are to clean and video pipe as per Qwin Vitale's email on April 8, 2024.

2. Street Excavation and Sidewalk Ordinance

- Our office was asked to review and revise the street excavation and sidewalk ordinance. We have been coordinating with the City to update this ordinance.
- Our office has scheduled a meeting with the City for Friday, April 19, 2024 to further discuss the ordinance.

3. Stormwater Management Plan

- DeBlasio and Associates was asked by Qwin Vitale to review and update the City's Stormwater Management Plan. A proposal will be forthcoming.

4. Bonnie Lee Road

- At the March 12, 2024 Council meeting, DBA was asked to observe the pavement condition on Bonnie Lee Road resulting from an emergency water main repair. Nancy Mauro went to the site on March 14, 2024. The pavement and curb will require additional restoration. DBA has contacted the New Jersey American Water Company and requested that they submit a road opening permit for this work.
- New Jersey American Water did subsequently submit an application and the permit was issued.

5. Slipline Repairs Zion and Mill Roads, Zion and Davis Roads

- On March 14, 2024, Qwin Vitale contacted our office to discuss the sliplining of sanitary sewers and manhole rehabilitation at Zion and Mill Roads and Zion and Davis Roads. Partial sections have been videoed by the City and one of the pipes was found to have a hole in it. DBA submitted a proposal for this work on March 22, 2024.
- DBA's proposal to complete this work at Zion and Mill Roads and Zion and Davis Roads was approved at the March 26, 2024 meeting.
- The project is currently in design and is scheduled for public bidding in the next few weeks.