

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JUNE 18, 2019**

MEETING CALLED TO ORDER by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 5, 2019.

FLAG SALUTE

ROLL CALL OF COUNCIL MEMBERS:

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

APPROVAL OF MINUTES – May 21, 2019, May 28, 2019

PRESENTATION: CULTURAL COMMITTEE AWARDS

- First Baby – Zachary Richard Shiekman
 - *Born January 3, 2019 to parents Stephanie Zaid and Robert Shiekman*
- Citizen of the Year – Roy Clark
- Miss July 4th – Marina Campbell

COMMITTEE REPORTS

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

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

Councilwoman Korngut – Library, Municipal Alliance, Northfield School, Economic Development, Chamber of Commerce, Technology/MRHS Channel 2

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

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

Councilwoman Madden – Insurance and Safety, Mainland Regional

Council President Lischin - Fire Department/EMS, Cultural Committee

MAYOR'S REPORT

CITY ENGINEER'S REPORT

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JUNE 18, 2019**

7:30PM –PUBLIC HEARING 2019 MUNICIPAL BUDGET

RESOLUTIONS

- 126-2019** Authorizing Schaeffer, Nassar, Scheidegg Consulting Engineers to Proceed with the Preparation of a Sanitary Sewer Asset Management Plan
- 127-2019** Reappointing and Granting Tenure to Michele L. Kirtsos, Tax Collector
- 128-2019** Inserting an Item of Revenue in the 2019 Budget
- 129-2019** Inserting an Item of Revenue in the 2019 Budget
- 130-2019** To Accept Land Sale Bid For Block 40, Lot 31
- 131-2019** Authorizing the City of Northfield, New Jersey, to Enter into a Cooperative Pricing Agreement
- 132-2019** Authorizing Fireworks Display on Private Property Pursuant to N.J.S.A. 21:3-3
- 133-2019** Accumulated Absence Payout – William Cornell
- 134-2019** Accumulated Absence Payout – William Ward
- 135-2019** Re-Adoption of the 2019 Budget
- 136-2019** Authorizing Release of Cash Bond Block 175, Lot 6
- 137-2019** To Authorize Liquor Renewal for the Year 2019-2020 – Atlantic City Country Club
- 138-2019** To Authorize Liquor Renewal for the Year 2019-2020 – LGM Enterprises (*Ventura's*)
- 139-2019** To Authorize Liquor Renewal for the Year 2019-2020 – Northfield Liquors LLC (*Bootleggers*)
- 140-2019** A Resolution of the City of Northfield, County of Atlantic, State of New Jersey, Authorizing the Filing of Applications for a Short Term Construction Loan in the Aggregate Principal Amount of \$600,000 from the New Jersey Infrastructure Bank (F/K/A New Jersey Environmental Infrastructure Trust) Under the 2019 Construction Financing Program for the Zion Road Sanitary Sewer Pump Station Upgrade Project and Preparation of Sanitary Sewer Asset Management Plan Project
- 141-2019** A Resolution of the City of Northfield, County of Atlantic, State of New Jersey, Authorizing The Filing Of Applications For A Short Term Construction Loan In The Aggregate Principal Amount of \$600,000 from the New Jersey Infrastructure Bank (F/K/A New Jersey Environmental Infrastructure Trust) Under the 2019 Construction Financing Program for the Zion Road Sanitary Sewer Pump Station Upgrade Project and Preparation of Sanitary Sewer Asset Management Plan Project
- 142-2019** Resolution of the City of Northfield, Atlantic County, New Jersey Declaring its Official Intent to Reimburse Expenditures for Project Costs from the Proceeds of Debt Obligations in Connection with its Participation in the New Jersey Infrastructure Bank Financing Program
- 143-2019** A Resolution Providing for an Executive Session Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12(B)6 – Safety and Security of Public Facilities

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
JUNE 18, 2019**

ORDINANCES

- 8-2019** An Ordinance Amending Chapter 215 of the Code of the City of Northfield Governing Land Use and Development
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 06/22/2019
- 9-2019** Bond Ordinance Appropriating Seven Hundred Twenty-Five Thousand Dollars (\$725,000) And Authorizing The Issuance Of Six Hundred Eighty-Eight Thousand Seven Hundred Fifty Dollars (\$688,750) In Bonds Or Notes Of The City Of Northfield For Various Improvements Or Purposes Authorized To Be Undertaken By The City Of Northfield, In The County Of Atlantic, New Jersey
Introduction / No Public Input / Published in the Press of AC 6/22/2019
2nd Reading / Public Hearing / Final Consideration 07/18/2019
- 10-2019** An Ordinance to Amend the Code of the City of Northfield, Section 330-15, Entitled “Newly Paved Streets”
Introduction / No Public Input / Published in the Press of AC 6/22/2019
2nd Reading / Public Hearing / Final Consideration 07/18/2019

PAYMENT OF BILLS \$ 1,427,880.60

MEETING NOTICES

City Council	July 16, 2019	6pm Work Session Regular Session immediately following
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ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 126-2019**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING
ENGINEERS TO PROCEED WITH THE PREPARATION OF A
SANITARY SEWER ASSET MANAGEMENT PLAN**

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 Common Council of the City of Northfield for their review; and

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

<u>Project Description</u>	<u>Estimated Purchase Order Amount</u>
Scope of services to include the following: <ul style="list-style-type: none">• Visual inspection of roadways above the entire sanitary sewer• Video pipe certain sections of the sewer main to evaluate structural integrity• Investigation of manholes and pump stations• Preparation of cost analysis for a capital reserve study and future maintenance plan• Preparation an Asset Management Plan and Report, to contain all findings and recommended remedial actions	
Total	\$138,000.00

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

THEREFORE, IT IS HEREBY RESOLVED by the Governing Body of the City of Northfield that this 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 18th day of June, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 127-2019**

**REAPPOINTING AND GRANTING TENURE
TO MICHELE L. KIRTOSOS, TAX COLLECTOR**

WHEREAS, N.J.S.A. 40A:9-141 requires every municipality to have a Tax Collector appointed by the governing body of the municipality; and

WHEREAS, Michele L. Kirtsos, a Certified Municipal Tax Collector was appointed on July 1, 2015, to serve as the Tax Collector for a term of four years, to expire June 30, 2019; and

WHEREAS, Michele L. Kirtsos has successfully served as Tax Collector for the City of Northfield for the past four years; and

WHEREAS, the Common Council of the City of Northfield wishes to reappoint Michele L. Kirtsos to the position of Tax Collector; and

WHEREAS, this second appointment to a four-year term for Michele L. Kirtsos will grant her tenure in that position, pursuant to N.J.S.A. 40A:9-145.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that Michele L. Kirtsos is hereby reappointed to the position of Tax Collector for the City of Northfield.

BE IT FURTHER RESOLVED that said appointment shall grant her tenure in such position.

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 18th day of June 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 128-2019**

INSERTING AN ITEM OF REVENUE IN THE 2019 BUDGET

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$522.44 Grant from the NJ Administrative Office of the Courts and wishes to amend its 2019 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2019:

Miscellaneous Revenue
Special Items of General Revenue Anticipated with Prior Written Consent of the
Director of Local Government Services:

State of New Jersey, Administrative Office of the Courts
2019 Alcohol Education, Rehabilitation and Enforcement Fund

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$522.44 is hereby appropriated under the caption of:

General Appropriations
(a) Operations Excluded from 5% Caps Public and Private Program Off-Set by
Revenues:

State of New Jersey, Administrative Office of the Courts
2019 Alcohol Education, Rehabilitation and Enforcement Fund

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 18th day of June, 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 129-2019**

INSERTING AN ITEM OF REVENUE IN THE 2019 BUDGET

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount,

WHEREAS, the City of Northfield has been awarded a \$20,077.98 Grant from the State of New Jersey, Department of Environmental Protection, Clean Communities Grant and wishes to amend its 2019 Budget to include this amount as revenue.

SECTION 1:

NOW THEREFORE BE IT RESOLVED, that the City of Northfield County of Atlantic hereby requests the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2019:

Miscellaneous Revenue
Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

State of New Jersey, Department of Environmental Protection
Clean Communities Grant

SECTION 2:

BE IT FURTHER RESOLVED, that a like sum of \$20,077.98 is hereby appropriated under the caption of:

General Appropriations
(a) Operations Excluded from 5% Caps Public and Private Program Off-Set by Revenues:

State of New Jersey, Department of Environmental Protection
Clean Communities Grant

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 18th day of June, 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 130-2019**

TO ACCEPT LAND SALE BID FOR BLOCK 40, LOT 31

WHEREAS, as authorized by Ordinance No. 1-2019, the City of Northfield did properly advertise a request for bids for the sale/purchase of certain parcels of real property owned by the City of Northfield no longer needed for public use to adjoining owners; and

WHEREAS, the Municipal Clerk did receive and open one bid as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Joseph Marincsin (Block 40, Lot 31)	\$20,000.00

WHEREAS, the bid submitted by Mr. Marincsin meets the minimum bid price established by the above referenced ordinance.

THEREFORE BE IT RESOLVED by the Council of the City of Northfield that the bid received from Joseph Marincsin for Block 40, Lot 31 is hereby accepted.

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 18th day of June, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 131-2019**

**AUTHORIZING THE CITY OF NORTHFIELD, NEW JERSEY TO
ENTER INTO A COOPERATIVE PRICING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on June 18, 2019 the governing body of the City of Northfield, County of Atlantic, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the City of Northfield, New Jersey

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Mayor of the City of Northfield is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

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 18th day of June, 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 132-2019**

**RESOLUTION OF THE CITY OF NORTHFIELD, ATLANTIC COUNTY,
NEW JERSEY, AUTHORIZING FIREWORKS DISPLAY ON PRIVATE
PROPERTY PURSUANT TO N.J.S.A. 21:3-3**

WHEREAS, N.J.S.A. 21:3-1 et. seq. requires the Governing Body to authorize the display of fireworks on private property subject to the review and approval of the municipal Fire and Police Officials.

WHEREAS, the Chief of the City of Northfield Fire Department and the Chief of the City of Northfield Police Department have each reviewed the application and have confirmed that all requirements have been met.

WHEREAS, approval is contingent upon the following:

Serpico Pyrotechnics shall serve written notice announcing the fireworks display, including but not limited to the date, time and duration, to all property owners on Hemsley Place, Lido Drive, Bonnie Lee Drive, Country Club Drive, Circle Drive, English Lane, and St Andrews Drive; the owners of Block 124 Lot 18; Block 125, Lots 12, 13, 14, and 15; and Block 144, Lots 11, 12, 13, 14, and 15 on the City of Northfield tax maps. Said notice shall be delivered by certified mail, return receipt requested, or by personal hand delivery, a minimum of (5) five days prior to the event. Serpico Pyrotechnics shall file a copy of the notice served to above property owners with an affidavit of the required service with the City Clerk at least (3) three days prior to the event.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Northfield, Atlantic County, New Jersey that upon completion of the conditions specified herein, approval is hereby given for the Fireworks Display on private property by the Serpico Pyrotechnics, LLC., at the Atlantic City Country Club, located at One Leo Fraser Drive, on July 5, 2019.

BE IT FURTHER RESOLVED that upon request by Serpico Pyrotechnics, a list of the names and addresses for the property owners requiring notice shall be provided by the City of Northfield.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of the City of Northfield, held this 18th day of June, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 133-2019**

ACCUMULATED ABSENCE PAYOUT – WILLIAM CORNELL

WHEREAS, NJAC 5:30-15 establishes rules that govern how local government units manage and finance compensation for accumulated absence time for their respective employees, and

WHEREAS, accumulated absence includes any sick days, vacation days, personal days or other absence time authorized as part of an employer agreement, which is not used by the employee during the allowed period and which is permitted to accumulate over time to the benefit of the employee, and

WHEREAS, the Chief Financial Officer has certified that the funds and authority exists to pay the total accumulated absence, as per the attached schedule, to William Ward who retired from the service of the City effective May 31, 2019.

WHEREAS, the attached certification and documentation are presented to comply with the rules and regulations established by the Local Finance Board.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield that the total sum of \$13,632.16 composed of 221.20 Vacation Hours and 59.30 Compensatory Hours be paid out to William Cornell for his unused, accumulated absence time. The balance will be paid in one lump sum on June 28, 2019.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted as a regular meeting of the Common Council of the City of Northfield, held this 18th day of June 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 134-2019**

ACCUMULATED ABSENCE PAYOUT – WILLIAM WARD

WHEREAS, NJAC 5:30-15 establishes rules that govern how local government units manage and finance compensation for accumulated absence time for their respective employees, and

WHEREAS, accumulated absence includes any sick days, vacation days, personal days or other absence time authorized as part of an employer agreement, which is not used by the employee during the allowed period and which is permitted to accumulate over time to the benefit of the employee, and

WHEREAS, the Chief Financial Officer has certified that the funds and authority exists to pay the total accumulated absence, as per the attached schedule, to William Ward who retired from the service of the City effective May 31, 2019.

WHEREAS, the attached certification and documentation are presented to comply with the rules and regulations established by the Local Finance Board.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Northfield that the total sum of \$12,216.88 composed of 62.75 Sick Hours, 174.97 Vacation Hours and 16.17 Compensatory Hours be paid out to William Ward for his unused, accumulated absence time. The balance will be paid in one lump sum on June 28, 2019.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted as a regular meeting of the Common Council of the City of Northfield, held this 18th day of June 2019.

Erland Chau, Mayor

Mary Canesi, RMC, Municipal Clerk

Resolution 134-2019, Attachment

William Ward
Payment Calculations - Accumulated Absences

Retirement Date: May 31, 2019

Balance of Accrued Time

	Hours	Value
Sick Leave	62.75	\$3,019.45
Vacation	174.97	\$8,419.35
Compensatory Time	<u>16.17</u>	<u>\$778.08</u>
Total	253.89	\$12,216.88

Hourly Rate \$ 48.12

RESOLUTION NO. 135-2019

Adoption of the 2019 Budget - SEE HARD COPY

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 18th day of June, 2019, after a second reading, and public hearing, at a meeting of said Council on June 18, 2019, in Council Chambers, 1600 Shore Road, Northfield, NJ 08225.

Mary Canesi, RMC, Municipal Clerk

**RESOLUTION NO. 135-2019, ATTACHMENT
SUMMARY INFORMATION**

City of Northfield
County of Atlantic

CAP Information		
	appropriation	levy
Total Available	9,955,168.83	8,911,549.48
Total Appropriated	<u>8,714,570.00</u>	<u>8,505,531.97</u>
Remaining (Excess)	<u>1,240,598.83</u>	<u>406,017.51</u>
Difference between 2.5% & 3.5% \$87,333.00		428,034.00 bank

TAX RATE	2019 CURRENT	TAJ 2018 PRIOR	CHANGE	
LOCAL	0.888	0.963	0.0050	0.52%
TOTAL	3.443	3.347	0.096	2.86%
TOTAL LOCAL LEVY	8,505,531.97	8,588,975.42	(81,443.45)	-0.95%
NET VALUATION TAXABLE	878,762,860	891,767,560	(13,004,700)	-1.46%

\$125,000 revenue loss 1.4 cents

TOTAL BUDGET				
	CURRENT	PRIOR 2018	CHANGE	
TOTAL REVENUE	13,055,623.07	13,408,093.48	(352,470.41)	-2.63%
TOTAL APPROPRIATION	13,055,623.07	13,408,093.48	(352,470.41)	-2.63%

SURPLUS				
	AVAILABLE	BUDGETED	BALANCE	%used
CURRENT	1,884,581.85	953,000.00	1,031,581.85	48.02%
Prior Year	1,638,073.08	1,000,000.00	638,073.08	81.12%
Difference	348,488.77	(47,000.00)	395,488.77	

BUDGET ANALYSIS				
	2019 BUDGET YEAR	2018 PRIOR YEAR	CHANGE	
REVENUE				
Surplus	953,000.00	1,000,000.00	(47,000.00)	-4.70%
Local	2,155,721.00	2,135,245.00	20,476.00	0.96%
State and Federal	776,023.10	1,027,314.08	(251,290.98)	-24.48%
Delinquent Tax	380,000.00	380,000.00	-	0.00%
Local Tax	8,505,531.97	8,588,975.42	(81,443.45)	-0.95%
Library tax	305,347.00	288,559.00	6,788.00	2.27%
TOTAL REVENUE	<u>13,055,623.07</u>	<u>13,408,093.48</u>	<u>(352,470.41)</u>	-2.63%
APPROPRIATIONS				
Salaries and Wages	3,889,802.30	3,784,539.79	105,262.51	2.78%
OE & Statutory	6,393,891.80	6,409,404.83	(15,512.83)	-0.24%
Deferred Charges	167,500.00	21,000.00	146,500.00	697.62%
Capital	272,500.00	358,500.00	(86,000.00)	-23.98%
Debt Service	816,300.00	1,339,000.00	(522,700.00)	-39.04%
Library Tax	305,347.00	288,559.00	6,788.00	2.27%
Reserve for Uncollected	1,210,281.97	1,199,080.08	11,191.91	0.93%
TOTAL APPROPRIATIONS	<u>13,055,623.07</u>	<u>13,408,093.48</u>	<u>(352,470.41)</u>	-2.63%
	-	-	-	

% OF COLLECTION			
	MAXIMUM	USED	UNUSED
%	88.89%	88.00%	0.89%
\$	932,350.57	1,210,281.97	277,931.41
2017 Rate:	96.81%		0.08%

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 136-2019**

AUTHORIZING RELEASE OF CASH BOND BLOCK 175, LOT 6

WHEREAS, upon any new residential development in the City of Northfield, sections 215-90 and 215-112 of the City of Northfield Municipal Code require the construction of curbs and sidewalks, respectively; and

WHEREAS, the owner of Block 175, Lot 6, also known as 110 Hemsley Place, completed the construction of a single family home upon the premises but was denied the issuance of a Certificate of Occupancy for the lack of curbs and sidewalks at this location; and

WHEREAS, as a condition of the issuance of a temporary certificate of occupancy, the owner of Block 175, Lot 6, also known as 110 Hemsley Place, posted a cash surety bond in the amount of \$3,600.00 with the City of Northfield while the matter of a waiver of the requirement of the construction of curbing and sidewalks upon the premises was considered by the City of Northfield Planning Board, and

WHEREAS, on February 7, 2019, said application for waiver of the requirement of the construction of curbing and sidewalks upon the premises was granted by the City of Northfield Planning Board; and

WHEREAS the owner of Block 175, Lot 6, has requested that cash bond be released.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that Cash Bond, posted in the form certified check in the amount of \$3,600.00 be released and returned to Robert Zikowski, Homes By Madison, c/o Eric Goldstein, Nehmad, Perillo, Davis & Goldstein, PC, 4030 Ocean Heights Avenue, Egg Harbor Township, NJ 08234.

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 18th day of June 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 137-2019**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2019-2020**

WHEREAS, an application was submitted by Atlantic City Country Club 1, LLC to the state of New Jersey Division of Alcoholic Beverage Control for the 2019-2020 renewal of a Plenary Retail Consumption liquor license; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

WHEREAS, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-33-002-010 shall be granted to Atlantic City Country Club 1 LLC effective July 1, 2019 through June 30, 2020.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 18th day of June 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 138-2019**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2019-2020**

WHEREAS, an application was submitted by LGM Enterprises, Inc., to the state of New Jersey Division of Alcoholic Beverage Control for the 2019-2020 renewal of a Plenary Retail Consumption liquor license; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

WHEREAS, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-33-001-002 shall be granted to LGM Enterprises, Inc. effective July 1, 2019 through June 30, 2020.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 18th day of June 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 139-2018**

**TO AUTHORIZE LIQUOR LICENSE RENEWAL
FOR THE YEAR 2019-2020**

WHEREAS, an application was submitted by Northfield Liquors LLC to the state of New Jersey Division of Alcoholic Beverage Control for the 2019-2020 renewal of a Plenary Retail Distribution liquor license; and

WHEREAS, the Alcoholic Beverage Retail Licensee Clearance Certificate has been received from the State of New Jersey Division of Taxation and a copy is on file in the office of the Municipal Clerk; and

WHEREAS, the appropriate renewal fees have been paid to the State of New Jersey and to the City of Northfield by the licensee.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Council of the City of Northfield that license number 0118-44-004-001 shall be granted to Northfield Liquors LLC effective July 1, 2019 through June 30, 2020.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 18th day of June 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 140-2019**

A RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE FILING OF APPLICATIONS FOR A SHORT TERM CONSTRUCTION LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 FROM THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) UNDER THE 2019 CONSTRUCTION FINANCING PROGRAM FOR THE ZION ROAD SANITARY SEWER PUMP STATION UPGRADE PROJECT AND PREPARATION OF SANITARY SEWER ASSET MANAGEMENT PLAN PROJECT

Applicant: CITY OF NORTHFIELD, COUNTY OF ATLANTIC

Project Numbers: S340508-03 and S340508-04

WHEREAS, in accordance with the provisions of Resolution No. 61-2019, adopted on February 19, 2019 and Bond Ordinance No. 4-2019, finally adopted on March 5, 2019, the City of Northfield, in the County of Atlantic, State of New Jersey (the “City”) filed applications with the New Jersey Department of Environmental Protection (“DEP”) and the New Jersey Infrastructure Bank (the “I-Bank”) for the financing of: (i) improvements and upgrades to the Zion Road Sanitary Sewer Pump Station in the aggregate principal amount of **\$450,000** (the “Zion Road Sewer Project”); and (ii) preparation of a Sanitary Sewer Asset Management Plan in the aggregate principal amount of **\$150,000** (the “AMP Project”, and collectively with the Zion Road Sewer Project being hereinafter referred to collectively as the “Sewer Projects”) under the New Jersey Infrastructure Bank Financing Program (f/k/a New Jersey Environmental Infrastructure Trust)(the “I-Bank Financing Program”); and

WHEREAS, the City desires to temporarily finance the Sewer Projects prior to the closing of a permanent loan under the I-Bank Financing Program with the proceeds of a short-term construction loan in an aggregate principal amount up to **Six Hundred Thousand Dollars (\$600,000)** to be made by the I-Bank (the “I-Bank Construction Loan”) to the City pursuant to the I-Bank 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 Six Hundred Thousand Dollars (\$600,000), which amount shall be sufficient to pay the costs of the Sewer Projects, 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 applications for the I-Bank Construction Loan and to execute and deliver all additional certifications, instruments, notes and other documents as may be required in connection with the I-Bank Financing Program for the Sewer Projects, including without limitation a negotiable note of the City to be issued to the I-Bank in an aggregate principal amount of up to Six Hundred Thousand Dollars (\$600,000). 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 I-Bank Construction Loan for the Sewer Projects. 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 Common Council of the City of Northfield, held this 18th day of June, 2019.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD
RESOLUTION NO. 141-2019**

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 \$600,000, 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 ZION ROAD SANITARY SEWER PUMP STATION UPGRADE PROJECT AND SANITARY SEWER ASSET MANAGEMENT PLAN PROJECT

WHEREAS, in accordance with the provisions of Resolution No. 61-2019, adopted on February 19, 2019, and Bond Ordinance No. 4-2019, adopted on March 5, 2019, 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 clean water projects involving the upgrading of the Zion Road Sanitary Sewer Pump Station in the amount up to \$450,000 and preparation of a Sanitary Sewer Asset Management Plan in the amount up to \$150,000 (collectively, the “**Sewer Projects**”) under the New Jersey Infrastructure Bank Financing Program (the “**I-Bank Financing Program**”); and

WHEREAS, the City desires to temporarily finance the Sewer Projects with the proceeds from a short-term construction loan in an aggregate principal amount up to \$600,000 to be made by the I-Bank (the “**I-Bank Loan**”) to the City pursuant to the I-Bank Financing Program; and

WHEREAS, to (i) evidence and secure the repayment obligation of the City to the I-Bank with respect to the I-Bank Loan and (ii) satisfy the requirements of the I-Bank 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 \$600,000 (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. 4-2019 of the Borrower finally adopted on March 5, 2019, entitled “BOND ORDINANCE APPROPRIATING ONE MILLION DOLLARS (\$1,000,000) AND AUTHORIZING THE ISSUANCE OF ONE MILLION DOLLARS (\$1,000,000) IN BONDS OR NOTES OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY FOR CERTAIN CLEAN WATER PROJECTS TO BE UNDERTAKEN BY AND WITHIN THE CITY OF NORTHFIELD, ATLANTIC COUNTY, NEW JERSEY” and by a Resolution of the City adopted on June 18, 2019, entitled “A RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE FILING OF APPLICATIONS FOR A SHORT TERM CONSTRUCTION LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 FROM THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) UNDER THE 2019 CONSTRUCTION FINANCING PROGRAM FOR THE ZION ROAD SANITARY SEWER PUMP STATION UPGRADE PROJECT AND PREPARATION OF SANITARY SEWER ASSET MANAGEMENT PLAN 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 \$600,000;
- (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 I-Bank 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 I-Bank 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 I-Bank 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.

The foregoing is a true copy of a Resolution adopted by the City Council of the City of Northfield on June 18, 2019.

CITY OF NORTHFIELD

Mary Canesi, RMC, Municipal Clerk

Roll Call:	Korngut	Lischin	Smith	O'Neill	Perri	Madden	Deweese
Aye:							
Nay:							
Abstain:							
Absent:							

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)**

\$ _____, 2019

CFP- _ - _

FOR VALUE RECEIVED, CITY OF NORTHFIELD, COUNTY OF ATLANTIC, 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 _____, 202_, 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) _____ THOUSAND 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.]

DO NOT EXECUTE

*******FORM ONLY*******

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: _____

Erland Chau, Mayor

By:

Mary Canesi, Clerk

Dawn Stollenwerk,
Chief Financial
Officer

EXHIBIT A-2

Loan Disbursements

Date of Loan Disbursement	Amount of Disbursement: I-Bank Portion	Amount of Disbursement: Fund Portion

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 June 18, 2019, 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 June, 2019.

Mary Canesi, RMC, Municipal Clerk

[SEAL]

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 142-2019**

**RESOLUTION OF THE CITY OF NORTHFIELD, ATLANTIC COUNTY,
NEW JERSEY DECLARING ITS OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FOR PROJECT COSTS FROM THE PROCEEDS OF
DEBT OBLIGATIONS IN CONNECTION WITH ITS PARTICIPATION
IN THE NEW JERSEY INFRASTRUCTURE BANK FINANCING
PROGRAM**

WHEREAS, the City of Northfield, Atlantic County, New Jersey (the "**Borrower**") intends to acquire, construct, renovate and/or install the environmental infrastructure projects more fully described in and in the aggregate principal amounts shown on **Exhibit A** attached hereto (the "**Sewer Projects**"); and

WHEREAS, the Borrower intends to finance the Sewer Projects with debt obligations of the Borrower (the "**Project Debt Obligations**") but may pay for certain costs of the Sewer Projects (the "**Project Costs**") prior to the issuance of the Project Debt Obligations with funds of the Borrower that are not borrowed funds; and

WHEREAS, the Borrower reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "**Code**"), will be issued by the New Jersey Infrastructure Bank (the "**Issuer**") to finance the Sewer Projects on a long-term basis by making a loan to the Borrower with the proceeds of the Issuer's obligations (the "**Project Bonds**"); and

WHEREAS, the Borrower desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

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

Section 1. The Borrower reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of its Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Borrower's official intent to reimburse the expenditure of Project Costs paid

prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Borrower, in accordance with Treasury Regulations §1.150-2.

Section 3. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Projects is \$600,000.00, comprised of the amounts as more fully shown on **Exhibit A** attached hereto.

Section 4. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be "capital expenditures" in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds used to reimburse the Borrower for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Borrower, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Sewer Projects are "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. 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 June 18, 2019.

CITY OF NORTHFIELD

Mary Canesi, RMC, Municipal Clerk

Roll Call:	Korngut	Lischin	Smith	O'Neill	Perri	Madden	Deweese
Aye:							
Nay:							
Abstain:							
Absent:							

EXHIBIT "A"
PROJECT DESCRIPTIONS

- (a) Construction of Upgrades to Zion Road Sanitary Sewer Pump Station-\$450,000
- (b) Preparation of Sanitary Sewer Asset Management Plan-\$150,000

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 143-2019**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS
OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-
12(b)6 – TACTICS AND TECHNIQUES TO PROTECT THE SAFETY
AND PROPERTY OF THE PUBLIC**

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 tactics and techniques to be utilized in protecting the safety and property of the public, the disclosure of which could subvert tactics and techniques and impair the safety and protection of the public and its property; and

WHEREAS, matters to be discussed specifically relate to tactics and techniques designed to increase security measures for the public and certain public facilities in the City of Northfield.

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 18th day of June, 2019.

Mary Canesi, RMC, Municipal Clerk