

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA
FEBRUARY 4, 2025**

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 Saturday, January 11, 2025.

FLAG SALUTE

COUNCIL ROLL CALL: Carfagno, Dewees, Kern, Notaro, Polistina, Smith, Bucci

MAYOR: Chau

APPROVAL OF MINUTES – January 21, 2025

PUBLIC SESSION/FIVE MINUTES PER SPEAKER

RESOLUTIONS

- 56-2025** To Approve the Hiring of Daniel Gomez for the Position of Police Officer
- 57-2025** To Approve the Hiring of John Holroyd for the Position of Part-Time Fire Protection Sub Code Official
- 58-2025** To Approve the Hiring of William Nagle for the Position of Part-Time Firefighter/EMT
- 59-2025** Authorizing DeBlasio and Associates Consulting Engineers and Planners to Proceed with Engineering Services for the Project known as ‘FY2025 NJDOT Municipal Aid - Reconstruction of Juniper Drive, from Cedar Bridge Road to Mill Road’
- 60-2025** A Resolution of the City of Northfield, County of Atlantic, State of New Jersey to Accept the Donation of Countertops and Sink for the Fire Department
- 61-2025** Amending Resolution No. 51-2025 Recognizing Members of the Northfield Volunteer Fire Company
- 62-2025** To Approve an Application for Use of Facilities - Mainland Babe Ruth
- 63-2025** To Approve an Application for Use of Facilities - South Jersey South Shore Baseball
- 64-2025** Resolution of the Common Council of the City of Northfield Authorizing the Mayor to Sign the Habitat for Humanity Affordable Housing Agreement

ORDINANCES

- 2-2025** Calendar Year 2025 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40a: 4-45.14)
2nd Reading / Public Hearing / Final Consideration
Published in the Press of AC 02/08/2025
- 3-2025** Amending Chapter 330 of the Code of the City of Northfield, Article II, Excavations in Streets
Introduction / No Public Input / Published in the Press of AC 02/08/2025
2nd Reading / Public Hearing / Final Consideration 02/18/2025

PAYMENT OF BILLS \$ 1,038,993.00

MEETING NOTICES

Budget Workshop Meeting	February 13 th	4pm
City Council	February 18 th	6pm Work Session
		Regular Session immediately following

ADJOURNMENT

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 56-2025**

**TO APPROVE THE HIRING OF DANIEL GOMEZ
FOR THE POSITION OF POLICE OFFICER**

WHEREAS, the need exists within the Police Department of the City of Northfield for a full time Police Officer; and

WHEREAS, advertisements were duly made, applications were received, testing conducted, and interviews were held; and

WHEREAS, the members of the Police Committee (Mayor Erland Chau, Council President Carolyn Bucci and Councilman Greg Dewees) and Chief of Police Mark J. VonColln have recommended the hiring of Daniel Gomez to fill the position.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the employment of Daniel Gomez, as full time Police Officer is hereby approved and ratified, subject to the following:

1. Successful completion of a pre-employment drug urinalysis screening, to be administered by the State of New Jersey Toxicology Lab.
2. Successful completion of a psychological examination, administered by a City designated psychiatrist in accordance with NJ Police Training Commission Guidelines.
3. Starting salary shall be at the Step 3 rate of \$55,827.00 in accordance with the current collective bargaining agreement (CBA) between the City of Northfield and the Mainland PBA, Local #77.

BE IT FURTHER RESOLVED that the start date for Daneil Gomez shall be February 24, 2025.

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 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 57-2025**

**TO APPROVE THE HIRING OF JOHN HOLROYD FOR THE POSITION
OF PART TIME FIRE PROTECTION SUB CODE OFFICIAL**

WHEREAS, the need exists to hire a part-time Fire Protection Sub Code Official,
and

WHEREAS, it is the recommendation of Business Administrator Mary Canesi
and Construction Official Derek Leary that qualified applicant John Holroyd be
selected for the position.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council
of the City of Northfield that John Holroyd is authorized to be hired as part time
Fire Protection Sub Code Official effective February 5, 2025, and subject the
following:

1. Compensation for the part time Fire Protection Sub Code Official shall be
\$5,000 per annum, on an as-needed basis not to exceed an average of 4
hours per week on an annual basis, prorated for calendar year 2025.
2. Not eligible for health benefits or vacation time.
3. Eligible for earned sick leave in accordance with the NJ paid sick leave
law.
4. Probationary period 90 days from date of hire
5. Policies and Procedures of the City of Northfield.

IT IS FURTHER RESOLVED by the Common Council of the City of
Northfield that the hiring of John Holroyd be and hereby is memorialized.

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 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 58-2025**

**TO APPROVE THE HIRING OF WILLIAM NAGLE FOR THE
POSITION OF PART-TIME FIREFIGHTER/EMT**

WHEREAS, the need exists within the Fire Department of the City of Northfield to hire part time Firefighter/EMT; and

WHEREAS, the position was advertised, interviews were held and it is the recommendation of Northfield Fire Chief Bruce Cummings that qualified applicant William Nagle be hired for the position; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that the employment of William Nagle as part time Firefighter/EMT, with a hire date of February 5, 2025, is hereby approved and ratified.

BE IT FURTHER RESOLVED, that compensation and other terms and conditions of employment shall be in accordance with the Collective Bargaining Agreement between the City of Northfield and the IAFF, Local #2364.

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 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 59-2025**

**AUTHORIZING DEBLASIO AND ASSOCIATES CONSULTING
ENGINEERS AND PLANNERS TO PROCEED WITH ENGINEERING
SERVICES FOR THE PROJECT KNOWN AS 'FY2025 NJDOT
MUNICIPAL AID - RECONSTRUCTION OF JUNIPER DRIVE, FROM
CEDARBRIDGE ROAD TO MILL ROAD'**

WHEREAS, DeBlasio and Associates Consulting Engineers and Planners 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, the 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>
Engineering and Design Phase Cost: <ul style="list-style-type: none">• Survey & Base Mapping• Roadway Core Testing• Design Plans and Specifications	
Total	\$30,000.00

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

THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Northfield that this Project is approved as submitted by DeBlasio and Associates Consulting Engineers and Planners.

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 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

**DEBLASIO &
ASSOCIATES**
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

December 18, 2024

VIA EMAIL

Mayor & Council
City of Northfield
1600 Shore Road
Northfield, NJ 08225

**Re: City of Northfield
FY2025 NJDOT Municipal Aid
Reconstruction of Juniper Drive – Cedarbridge Road to Mill Road
Survey and Engineering Design Services
D&A File #: NC-C-008**

Dear Mayor and Council:

DeBlasio & Associates, P.C. is pleased to provide our proposal for professional engineering services for the **FY2025 NJDOT Municipal Aid Reconstruction of Juniper Drive-Cedarbridge Road to Mill Road.**

As you may recall, the City has received a \$229,190.00 grant from the FY2025 NJDOT Municipal Aid Program for this section of Juniper Drive.

As requested by the City, the proposed improvements on Juniper Drive include the following:

1. Resurfacing of the roadway section to a depth of 4 inches.
2. Partial reconstruction of the roadway section to include full depth pavement as needed.
3. Replacement of existing concrete curb, driveway aprons and sidewalk as needed.
4. Installation of new concrete sidewalk near the intersection of Juniper Drive and Mill Road.
5. Replacement and installation of new handicap ramps.
6. Replacement of traffic striping.

To complete the above referenced scope of work, our professional service fee and estimated project costs are listed below:

A. Total Estimated Project Costs

➤ Estimated Construction Cost:	\$323,477.00*
➤ Engineering and Design Phase Cost:	\$ 30,000.00
• Survey & Base Mapping	
• Roadway Core Testing	
• Design Plans and Specifications	

**The City has been awarded FY2025 NJDOT grant in the amount of \$229,190.00.*

B. Engineering and Design Phase Services

1. Design Development
 - a. Prepare preliminary roadway plans and specifications in accordance with the requested improvements from the City. Improvements include milling and paving to a depth of 4 inches, partial roadway reconstruction to full depth as needed, replacement of existing concrete curb, driveway apron and sidewalk, installation of new sidewalk, replacement and installation of new handicap ramps, and replacement of traffic striping.
 - b. Coordinate all infrastructure upgrades with South Jersey Gas, Verizon, Comcast Cable and Atlantic City Electric
 - c. Conduct roadway core samples to determine roadway pavement and base thickness.
 - d. Review final plans and specifications with the City to prepare construction documents.

2. Preparation of Construction Documents
 - a. Construction documents are drawings and specifications that will be utilized to obtain public bids, preparation of final opinion of construction costs of the project for the construction of the building and sitework by contractors. The construction documents will be based on the accepted design development drawings and any further minor adjustments in the scope or quality of the project.
 - b. No further revisions to the drawings are included in this proposal after the final design development drawings are completed, reviewed, approved and the construction document phase begins.
 - c. This phase will include the follow-up to the submission of identified construction permits.
 - d. The preparation of contract documents suitable for public bidding.

C. Professional Service Fee

1. Engineering and Design Phase Services
 - a. Following is a breakdown of the various phases of work for the Engineering Phase:

1.) Survey and Base Mapping Services	\$ 5,000.00
2.) Design Plans and Specifications	\$ 25,000.00

 - b. The Total Not to Exceed Budget shall be **\$30,000.00** (Thirty Thousand Dollars) and will be invoiced on a percent complete by phase basis.

Enclosed please find one (1) copy of the Engineer's Estimate of Construction Cost and Project Location Map for your information.

Please note that this proposal does not include public bidding, construction observation and construction phase services. Upon request from the City, our office can provide a separate proposal for these services.

Should you have any questions or require additional information, please do not hesitate to contact me or Nancy Mauro, P.E. at our office. We thank you for the opportunity to submit this proposal.

Very truly yours,
DeBlasio & Associates, P.C.

A handwritten signature in black ink, appearing to read "Marc DeBlasio". The signature is fluid and cursive, written over a light blue horizontal line.

Marc DeBlasio, P.E., P.P., C.M.E.
President
T: 609-854-3311
Marc@deblasioassoc.com

cc: Mary Canesi, Clerk (via email w/encl.)
Dawn Stollenwerk, CFO (via email w/encl.)
Qwin Vitale, Director of Public Works (via email w/encl.)
Finance (via email)

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: City of Northfield
Date: June 24th, 2024
Project Name:
Juniper Drive - Cedarbridge Road to Mill Road
D&A Project #: NC-C-008

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$10,000.00	\$10,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$10,000.00	\$10,000.00
3	ASPHALT PRICE ADJUSTMENT	DOLLAR	2,000	0	2,000	\$1.00	\$2,000.00
4	FUEL PRICE ADJUSTMENT	DOLLAR	4,000	0	4,000	\$1.00	\$4,000.00
5	ROADWAY EXCAVATION, UNCLASSIFIED	C.Y.	130	0	130	\$40.00	\$5,200.00
6	HMA MILLING, 4" DEPTH	S.Y.	2,910	0	2,910	\$15.00	\$43,650.00
7	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	370	0	370	\$120.00	\$44,400.00
8	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	TON	370	0	370	\$110.00	\$40,700.00
9	DENSE GRADED AGGREGATE BASE COURSE	C.Y.	130	0	130	\$35.00	\$4,550.00
10	SODDING	S.Y.	570	0	570	\$30.00	\$17,100.00
11	8" x 18" CONCRETE VERTICAL CURB	L.F.	1,730	0	1,730	\$45.00	\$77,850.00
12	CONCRETE ROCKER GUTTER, 8" THICK	L.F.	50	0	50	\$110.00	\$5,500.00
13	CONCRETE SIDEWALK, 4" THICK	S.Y.	150	0	150	\$75.00	\$11,250.00
14	CONCRETE DRIVEWAY, 6" THICK	S.Y.	110	0	110	\$85.00	\$9,350.00
15	RESET PAVERS	S.Y.	30	0	30	\$50.00	\$1,500.00
16	RESET EXISTING CASTINGS	UNIT	14	0	14	\$140.00	\$1,960.00
17	RESET WATER VALVE BOXES	UNIT	7	0	7	\$80.00	\$560.00
18	INLET FILTERS, TYPE 1	S.F.	150	0	150	\$30.00	\$4,500.00

TOTAL ESTIMATED CONSTRUCTION COST, ITEMS 1 - 18: \$294,070.00

10% Contingency: \$29,407.00

Total Estimated Construction Cost: \$323,477.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



Marc DeBlasio, P.E., City Engineer

6/24/2024

Date

Reconstruction of Juniper Drive

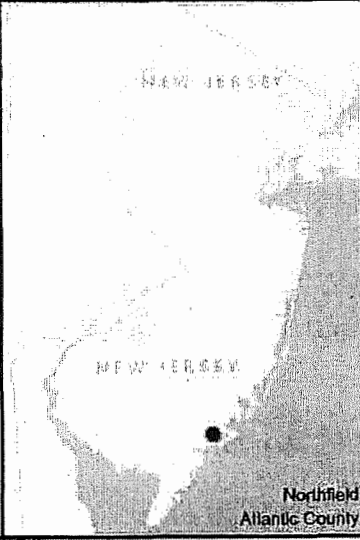
Cedarbridge Road to Mill Road



— Project Location
○ Nearest SRI Mile Point

#	MP	Standard Route ID
A-1	0	01181055_
A-2	0.15	01181055_

Total Length: 0.17 miles



**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 60-2025**

**A RESOLUTION OF THE CITY OF NORTHFIELD, COUNTY OF
ATLANTIC, STATE OF NEW JERSEY TO ACCEPT THE DONATION
OF COUNTERTOPS AND SINK FOR THE FIRE DEPARTMENT**

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipal governing body is authorized and empowered to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequest, legacy or gift, provided, however, that such bequest, legacy or gift shall not be put to any use which is inconsistent with the laws of this State and of the United States; and

WHEREAS, on January 28, 2025, Renu Cabinets and Countertops, 1000 Tilton Road, Northfield, NJ 08225, generously donated quartz/granite countertops and a sink to the City of Northfield Fire Department, for use in the Fire Department Ready Room; and

WHEREAS, for the purposes of acceptance of the donation, the City of Northfield shall use the estimate provided by Renu Cabinets and Countertops for the value of the materials, which is \$870.00.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Northfield, County of Atlantic, and state of New Jersey that, with sincere appreciation, the City of Northfield memorializes the acceptance of the generous donation made by Renu Cabinet and Countertops, with a value of \$870.00, as a matter of record.

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 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 61-2025**

**AMENDING RESOLUTION NO. 51-2025 RECOGNIZING
MEMBERS OF THE NORTHFIELD VOLUNTEER FIRE COMPANY**

IT IS HEREBY RESOLVED that Resolution No. 51-2025 appointing the members of the City of Northfield Volunteer Fire Company, adopted January 21, 2025, by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, be and is hereby amended to add member Gianna Grasso, effective January 27th, 2025; and

BE IT FURTHER RESOLVED THAT following persons are the present members of the Northfield Volunteer Fire Company for the year ending December 31, 2025:

Badger, Cindy	Kerlin, Kirk
Carey, Louis	Kirby, Joshua (<i>Lieutenant</i>)
Chau, Erland	Leeds, Bill (<i>Lieutenant</i>)
Ciambrone, Joseph	Lichtenberger, Lee
Clark, Ryan	Martinelli, Henry
Cummings, Bruce (<i>Chief</i>)	Morey, Donald Michael
Cummings, Bruce Jr. (<i>Lieutenant</i>)	Morey, Kevin
Durham, Jared	Nehl, Michael Tyler
Fisher, Steven Jr.	Ordille, John
Flaherty, Brian (<i>Captain</i>)	Pepek, Martin
Foltz, Brad	Plettner, Stephen
Garbutt, Ronald III)	Scalise, Nicholas
Gitsas, Adam	Shenkus, Eric (<i>Assistant Chief</i>)
Goodman, Scott (<i>Deputy Chief</i>)	Sullivan, John III
Grasso, Gianna (<i>effective 1/27/25</i>)	Swartz, Robert
Hackett, Edward	Thulin-Guzejko, Hanna
Hickey, Daniel	Wallace, Michael (<i>Safety Officer</i>)
Joo, Timothy	

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 on this 4th day of February, 2025.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 62-2025**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Pat McCarthy has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Field for baseball games and practices as follows:

Mondays through Fridays as follows:
April 1, 2025 – June 30, 2025*
and
September 1, 2025 – November 30, 2025
5:00pm to 10:00pm on all dates

*** Mr. McCarthy will coordinate any conflict dates during the Spring with South Shore Baseball – refer to Resolution No. 63-2025, if approved.*

WHEREAS, Mr. McCarthy has presented this request on behalf of the Mainland/Northfield Babe Ruth; and

WHEREAS, said approval requires the use of lights during some hours of play where it may be needed and fees shall be paid in accordance with Chapter 250 of the Municipal Code.

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

BE IT FURTHER RESOLVED that all baseball facilities are presently open to the public, however, the decision to open and or close the baseball facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion of 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 a Regular Meeting of the Common Council of the City of Northfield, held this 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

2025



CITY OF NORTHFIELD

Application for Use of Facilities

(Other than Use of Birch Grove Park Center)

Name and Address of Organization: MAINLAND BABE RUTH BASEBALL

Tell Us Who You Are / Description and Purpose of Organization: 13-15 YEAR OLD LOCAL
YOUTH BASEBALL -
NORTHFIELD-LINWOOD - SP

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

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

If Yes, How Much? \$ 125- per: Person Day Season (other)

Name of Applicant / Responsible Party: Bill Ruzzino (PRES) / Title/Affiliation: Part member (MEMBER)

Home Address: 7002 BAY DRIVE NORTHFIELD NJ

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

Name and Location of Facility(ies) Being Requested: BIRCH GROVE BABE RUTH FIELD

For the Following Purpose: GAMES / PRACTICES Monday - Friday

on the Following Date(s): APRIL 1ST - JUNE 30TH 2025 & SEPT 1ST - NOV 30TH

Specify Hours of Use: From: 5pm To: 10pm Are Field Lights Requested*? (Y)

*If Yes, Provide Dates / Times for Requested Light Use: TBD

**LIGHT USE FEE APPLIES, IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE*

of Participants per Date: Approx 25 # of Participants who are Northfield Residents: TBD

Will Juveniles be Present? Yes No If Yes, What Ages? 13-15

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

If Yes, Name of Municipality/ies: SOMERS POINT (SEASONAL PLAY)

Date/s and Disposition of Request/s: SAME

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IS FOR ANY ATHLETIC FIELD, s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: [Signature] DATE: 1/17/2025
Signature Pat McCarty

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

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 63-2025**

TO APPROVE AN APPLICATION FOR USE OF FACILITIES

WHEREAS, Mr. Joe Bunting has properly submitted an Application for Use of Facilities requesting use of the Babe Ruth Baseball Field as follows:

Primarily Mondays and Wednesdays, with the possibility of a few Tuesdays and Thursdays as rain dates, as follows:

May 27, 2025 – August 15, 2025
7:00pm – 9:00pm on all dates

*** Mr. Bunting will coordinate any conflict dates during the Spring with Mainland/Northfield Babe Ruth Baseball - refer to Resolution No. 62-2025, if approved.*

WHEREAS, Mr. Bunting has presented this request on behalf of South Jersey South Shore Baseball League; and

WHEREAS, said approval requires the use of lights during some hours of play where it may be needed and fees shall be paid in accordance with Chapter 250 of the Municipal Code.

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

BE IT FURTHER RESOLVED, that all baseball and softball facilities are presently open to the public, however, the decision to open and or close the baseball facilities to the public for use shall be solely at the discretion of the City of Northfield; and

BE IT FURTHER RESOLVED, the approval granted pursuant to this Resolution may be rescinded at any time at the sole discretion of 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 a Regular Meeting of the Common Council of the City of Northfield, held this 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

TEAM: NORTHFIELD CAROL WALK AND SOUTH JERSEY SWIFT

Resolution No. 63-2025, Attachment



CITY OF NORTHFIELD
Application for Use of Facilities
(Other than Use of Birch Grove Park Center)

Name and Address of Organization: SOUTH JERSEY SOUTH SHORE BASEBALL LEAGUE (SJSSL)
1337 NEW ROAD NORTHFIELD, NJ 08225

Tell Us Who You Are / Description and Purpose of Organization: WE ARE A NON-PROFIT [EVALUATE QUALITY STATUS 99(A)(2)]
BASEBALL LEAGUE PRIMARILY MADE UP OF HIGH SCHOOL SENIORS AND COLLEGE PLAYERS,
OUR GOAL IS TO PROVIDE AN OPPORTUNITY TO PLAY BASEBALL AND PROVIDE FREE
INSTRUCTION BACK TO YOUTH IN THE COMMUNITY

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

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

If Yes, How Much? \$ 40.00 per: X Person Day Season (other)

Name of Applicant / Responsible Party: JOE BUNTING Title/Affiliation LEAGUE PRESIDENT

Home Address: 509 PLACE AVE LINWOOD NJ 08221 COACH NORTHFIELD CAROL WALK

Telephone: (H [REDACTED]) (C [REDACTED]) (W [REDACTED])

Name and Location of Facility(ies) Being Requested: NORTHFIELD BASEBALL FIELD
BIRCH GROVE PARK

For the Following Purpose: TO PLAY BASEBALL ON THE BASEBALL FIELD

on the Following Date(s): 5/27/25 TO 8/15/25 PRIMARILY MONDAY AND WEDNESDAY WITH

Specify Hours of Use: From: 7PM To: 9PM TUESDAY AND THURSDAY AS RAINOUTS
Are Field Lights Requested? YES

*If Yes, Provide Dates / Times for Requested Light Use: 7:30 PM TO 9 PM BASED ON
TIME OF SEASON

*LIGHT USE FEE APPLIES IN ACCORDANCE WITH CHAPTER 250-3 OF THE CITY OF NORTHFIELD MUNICIPAL CODE

of Participants per Date: 15 # of Participants who are Northfield Residents: 8

Will Juveniles be Present? Yes No X If Yes, What Ages?

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

If Yes, Name of Municipality/ies:

Date/s and Disposition of Request/s:

Applicant has received a copy of the City of Northfield Use of Facilities Guidelines, Use of Facilities Agreement and City of Northfield "Protection and Safe Treatment of Minors" Policy and agrees to abide by and comply with the terms of the Guidelines, Policy, and Agreement. Applicant further acknowledges that IF THE INTENDED USE IF FOR ANY ATHLETIC FIELD, s/he must obtain from the Municipal Clerk's Office the date/time of the Council Meeting at which the Application will be considered, and attendance at same is required in order for the Application to be heard.

NO ALCOHOLIC BEVERAGES PERMITTED

APPLICANT: Joseph Bunting DATE: 1/20/25
Signature

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

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

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 64-2025**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
NORTHFIELD AUTHORIZING THE MAYOR TO SIGN THE HABITAT
FOR HUMANITY AFFORDABLE HOUSING AGREEMENT**

WHEREAS, in compliance with the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015)("Mount Laurel IV"), on or about July 2, 2015, the City filed an amended Declaratory Judgment Action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the City of Northfield, County of Atlantic, Docket No. ATL-L-2050-14 ("DJ Action"), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan, as may be amended or supplemented; and

WHEREAS, the City entered into a settlement agreement with Fair Share Housing Center ("FSHC") on April 27, 2018 to settle the City's DJ Action globally (the "FSHC Settlement Agreement"), which was approved during a properly noticed Fairness Hearing held on June 1, 2018, and memorialized by an Order entered by the Court on June 19, 2018; and

WHEREAS, the City's Planning Board subsequently adopted a Housing Element and Fair Share Plan (the "Affordable Housing Plan"), which was also endorsed by the Common Council of the City of Northfield, to implement the settlement with FSHC, and said Affordable Housing Plan was subsequently approved by the Court via a Conditional Judgment of Compliance and Repose entered on August 31, 2018 (the "JOR Order"); and

WHEREAS, the City amended its Settlement Agreement with FSHC on January 16, 2024, which was approved by the Court at a duly-noticed Fairness Hearing on January 22, 2024 (the "Amended FSHC Settlement Agreement"); and

WHEREAS, the Amended FSHC Settlement Agreement, as did the FSHC Settlement Agreement, included projects on City-owned sites, and the Amended FSHC Settlement Agreement named Habitat for Humanity ("Habitat") as the developer of those projects; and

WHEREAS, Habitat is an experienced and reputable entity in providing affordable home ownership opportunities to low- and moderate-income households; and

WHEREAS, the City is the owner of certain parcels of real property located in the City of Northfield; the first property is located on Dolphin Avenue, known as Tax Block 69, Lot 1.02 on the City of Northfield Tax Maps and the second property is also located on Dolphin Avenue, known as Tax Block 66, Lot 11 on the City of Northfield Tax Maps (each referred to as the "Property", or collectively, the "Properties"); and

WHEREAS, through private negotiations, the parties reached an agreement in principle, providing that the City will transfer title of the Properties to Habitat in fee

and Habitat will construct at least three (3) two-family homes on each parcel, with the possibility of a fourth two-family home on Block 66, Lot 11, for a total of up to 14 affordable family units. Each for-sale, affordable family unit will be available to low- or moderate-income households for all ages (no age-restriction), and will be credit-worthy towards the City's affordable housing obligation, as mutually agreed upon by the parties; and

WHEREAS, to ensure that the family units contemplated by this Agreement generate affordable housing units that will be credit-worthy towards the City's affordable housing obligation, the family units shall be developed in accordance with the FSHC Settlement Agreement, as amended, the City's Housing Element and Fair Share Plan, the City's JOR Order, as may be amended, the City's adopted Affordable Housing Ordinance, applicable Council on Affordable Housing (“COAH”) regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”), and all other applicable law; and

WHEREAS, the Common Council finds it to be in the best interest of the City to enter into the attached Affordable Housing Agreement between the City and Habitat for Humanity.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Northfield, County of Atlantic, State of New Jersey, that the Common Council hereby authorizes the Mayor to execute the attached Affordable Housing Agreement between the City and Habitat for Humanity.

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 4th day of February 2025.

Mary Canesi, RMC, Municipal Clerk

MUNICIPALLY SPONSORED AFFORDABLE HOUSING AGREEMENT

THIS MUNICIPALLY SPONSORED AFFORDABLE HOUSING AGREEMENT (“Agreement”) is made on this _____ day of _____, 2025 (the “Effective Date”), by and between the **CITY OF NORTHFIELD**, a municipal corporation of the State of New Jersey, County of Atlantic, having an address of 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter “the City” or “Northfield”) and **HABITAT FOR HUMANITY OF SOUTH CENTRAL NEW JERSEY, INC.**, a New Jersey Non-Profit corporation, with an address of 530 Route 38 East, Maple Shade, New Jersey 08052 (“Habitat”).

RECITALS

WHEREAS, in compliance with the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015)(“**Mount Laurel IV**”), on or about July 2, 2015, the City filed an amended Declaratory Judgment Action with the Superior Court of New Jersey (“Court”), entitled In the Matter of the Application of the City of Northfield, County of Atlantic, Docket No. ATL-L-2050-14 (“**DJ Action**”), seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan, as may be amended or supplemented; and

WHEREAS, the City entered into a settlement agreement with Fair Share Housing Center (“**FSHC**”) on April 27, 2018 to settle the City's DJ Action globally (the “**FSHC Settlement Agreement**”), which was approved during a properly noticed Fairness Hearing held on June 1, 2018, and memorialized by an Order entered by the Court on June 19, 2018; and

WHEREAS, the City's Planning Board subsequently adopted a Housing Element and Fair Share Plan (the “**Affordable Housing Plan**”), which was also endorsed by the City Council, to implement the settlement with FSHC, and said Affordable Housing Plan was subsequently approved by the Court via a Conditional Judgment of Compliance and Repose entered on August 31, 2018 (the “**JOR Order**”); and

WHEREAS, the City amended its Settlement Agreement with FSHC on January 16, 2024, which was approved by the Court at a duly-noticed Fairness Hearing on January 22, 2024 (the “**Amended FSHC Settlement Agreement**”); and

WHEREAS, the Amended FSHC Settlement Agreement, as did the FSHC Settlement Agreement, included projects on City-owned sites, and the Amended FSHC Settlement Agreement named Habitat as the developer of those projects; and

WHEREAS, Habitat is an experienced and reputable entity in providing affordable home ownership opportunities to low- and moderate-income households; and

WHEREAS, the City is the owner of certain parcels of real property located in the

City of Northfield; the first property is located on Dolphin Avenue, known as Tax Block 69, Lot 1.02 on the City of Northfield Tax Maps and the second property is also located on Dolphin Avenue, known as Tax Block 66, Lot 11 on the City of Northfield Tax Maps (each referred to as the “**Property**”, or collectively, the “**Properties**”); and

WHEREAS, through private negotiations, the parties reached an agreement in principle, providing that the City will transfer title of the Properties to Habitat in fee and Habitat will construct at least three (3) two-family homes on each parcel, and possibly a fourth two-family home on Block 66, Lot 11, for a total of up to 14 affordable family units. Each for-sale affordable family unit will be available to low- or moderate-income households for all ages (no age-restriction), and will be credit-worthy towards the City's affordable housing obligation, as mutually agreed upon by the parties; and

WHEREAS, to ensure that the family units contemplated by this Agreement generate affordable housing units that will be credit-worthy towards the City's affordable housing obligation, the family units shall be developed in accordance with the FSHC Settlement Agreement, as amended, the City's Housing Element and Fair Share Plan, the City's JOR Order, as may be amended, the City's adopted Affordable Housing Ordinance, applicable Council on Affordable Housing (“**COAH**”) regulations, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“**UHAC**”), and all other applicable law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. RECITALS.

The Recitals set forth above are incorporated by reference herein as if set forth herein at length.

2. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to create a realistic opportunity for the construction of affordable housing “units” and “credits” that are credit-worthy for the City to apply to its Prior Round and Third Round Obligation, to provide housing for low- and moderate-income households in the City, and facilitate the conveyance of the lots for each family unit for nominal consideration of \$1.00, at a private sale to Habitat, a nonprofit housing corporation.

3. DUE DILIGENCE.

Habitat will have the period commencing on the Effective Date and expiring sixty (60) days thereafter (the “**Due Diligence Period**”) to conduct any inspections, surveys or testing with respect to the Properties it so desires, including, but not limited to, a Preliminary Assessment under New Jersey law and confirm that all utilities necessary for occupancy of the family units are available at each Property boundary, all at Habitat's sole cost and expense. Should Habitat discover, as a result of the inspections, surveys or testing, including, without limitation, (i) the existence of any historical features or structures, or environmental hazards on a Property; (ii)

that a Property does not have necessary access to or connection at the Property boundary to public water and sewer service and electric and natural gas service necessary for the family unit to be constructed thereon; or (iii) that development of a family unit on the applicable Property is not physically or financially viable, as determined by Habitat in its sole discretion, Habitat shall have the right to terminate this Agreement as to the applicable Property, in which event Habitat shall be under no obligation to proceed with development of that Property (the “**Terminated Property**”). Notwithstanding the foregoing, this Agreement will continue as to the non-Terminated Property and Habitat will have the continuing right to proceed with the development of that non-Terminated Property, unless otherwise determined terminable, in Habitat's sole discretion, under this Section 3.

4. MUNICIPAL OBLIGATIONS.

(a) Unless Habitat shall have notified the City prior to the expiration of the Due Diligence Period that the Properties are unacceptable, after the expiration of the Due Diligence Period, and prior to Habitat being obligated to take title to the Properties, the City shall subdivide each Property to create up to fourteen (14) lots legally capable of having constructed thereon a single-family attached unit, with the option of the City changing the zoning to make the construction of up to seven (7) two-family homes and as-of-right site plan application to the Planning Board. The timing on completion of the subdivision/site plan approval will be coordinated between Habitat and the City in order to be consistent with Habitat’s planned construction schedule, subject to commencement of predevelopment on all lots by June 30, 2025. Habitat will work with the City Engineer to design the location of driveways and place the dwellings on each lot based on Habitat’s anticipated design plans. The subdivision/site plan approval shall confirm that the Utility Extensions are in place; provided, the subdivision shall not include any shared facilities including, but not limited to, stormwater drainage basins or structures, to be owned and maintained by either one or more owners for the benefit of more than the owner on whose property such facilities are located. Further, a Homeowner’s Association (“HOA”) is not required for this development, and any land not owned by the homeowner will be considered City property with maintenance being the City’s responsibility. All stormwater management requirements for the lots will be owned by each individual property owner and not the City.

- (b) The City shall convey a fee title to the lots on which construction is to occur after Habitat has obtained building permits for the construction of dwellings on the specific lots to be acquired pursuant to Section 5(d) below and prior to the commencement of construction on those lots by Habitat. Consideration of \$1.00 shall be paid by Habitat for each lot at closing. Further, the City will allocate \$6,000 per unit toward the approvals and construction of the project, as well as affordability assistance, for a total of \$84,000.00.
- (c) **Contribution from the City’s Affordable Housing Trust Fund.** The City will provide a total of \$84,000, representing all of the City’s Affordable Housing Trust Fund balance that can be expended on the Project. This includes the \$14,950.00 that has already been expended by the City on surveys, title work, and the Phase 1 Environmental report for the Properties. The City will also provide to Habitat a proposal from the City Engineer to include all engineering fees and other costs associated with the City’s Engineer in

obtaining final site plan approval for the Project, as well as any other costs related to the project, including, but not limited to, stormwater testing, stormwater design, application fees, and other work to be performed by the City's Engineer related to the Project (in the form of a not-to-exceed amount), to be made part of Habitat's submission under the existing grant program. It is the understanding of the parties that these engineering costs will be awarded through the grant application process. Any additional costs associated with the City Engineer's work on the Project that exceed the City-provided budget will be the responsibility of the City. Upon receipt of grant funding for the engineering costs, Habitat shall place the entire not-to-exceed amount set forth in the City Engineer's proposal/budget in an escrow account with the City. The City's Engineer shall periodically submit all invoices to the City, with a copy to Habitat, for payment from the escrow account. The City shall provide a statement of the escrow account to Habitat as is customary with regard to such accounts.

The City shall regularly inform Habitat of the balance remaining of AHTF monies earmarked for the Project so that Habitat can plan accordingly as to the finances of the Project. Any AHTF balance remaining that is not expended on the construction of the project will be applied to the affordability assistance program for the potential buyers of the units, including, but not limited to, downpayment and closing costs assistance.

(d) The City agrees to waive all local inspection and permit fees (except for plumbing permit/inspection fees), tree removal fees, application fees, and fees associated with any City professionals engaged for the Project (including, but not limited to, the City Engineer and Planner that exceed the "not to exceed" amounts in the Engineer and Planner's proposals), in order to help facilitate the Project through to completion. Payment of permit fees for plumbing and other inspection and/or permit fees that are completed by outside vendors of the City will be paid out of the AHTF monies earmarked for the Project. Notwithstanding the foregoing, Habitat or its successors shall be responsible for payment of the sewer allocation fee and annual sewer usage charge that may be imposed on the dwellings constructed on each lot, with a 50% reduction in connection fees for sewer. New Jersey American Water, not the City, is in control of the water supply connection fees, and Habitat is responsible for all coordination and payment for water connection to the Project with New Jersey American Water. Payment of such allocation fee and annual sewer usage charges by Habitat shall not be deemed consideration for purposes of Section 4(b) above. The City further agrees not to impose any cost generative features on Habitat, including requiring the use of any historic materials, techniques or features.

(e) At the closing of title on the sale of the respective dwelling and lot to a Habitat Partner Family (as defined below) the title company completing the closing shall cause the fully executed and notarized deed restriction to be recorded prior to or simultaneously with recording of the deed conveying the dwelling and lot to the Partner Family. Evidence of the recording of the Deed Restriction shall be provided to the City within five (5) days receipt by Habitat of the recorded document from the County Clerk's Office. The City has the option of having the recorded Deed Restriction returned to the City's affordable housing counsel.

(f) The City agrees to cooperate with Habitat and assist it, at no cost to the City, in obtaining state and/or county funding for the construction of the houses, including, but not limited to, affordable housing funds from the New Jersey Department of Community Affairs (the “**Governmental Funding**”), if Habitat is able to obtain such funding.

5. HABITAT OBLIGATIONS

(a) Upon the completion of the subdivision per Section 4(a) above, Habitat will have a six (6) month period to obtain necessary governmental approvals for the construction of the first dwellings on the subdivided lots. Habitat will have the right to take title to the lots and construct the dwellings in phases, provided that Habitat will construct one (1) two-family home structure on two (2) adjoining lots at the same time.

(b) Habitat shall construct up to seven (7) affordable, for-sale single-family attached buildings (14 total units) with a mix of 2 and 3 bedroom family units (the “**Project**”), which obligation shall accrue only after each Property is deeded over to Habitat pursuant to Section 4(a) above. Habitat shall have the right to utilize modular construction through its modular company, Phnx Development Partners, to develop and construct the units.

(c) Habitat shall have an obligation to deed-restrict each family unit with affordability controls for low- or moderate-income households as defined by the New Jersey Fair Housing Act (“**FHA**”), UHAC, and COAH regulations, as applicable. Habitat has indicated that it will use NJ Housing Affordability Service as its Administrative Agent for the project. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 6, comprised of Atlantic, Cape May, Cumberland and Salem Counties. Any such family unit shall comply with the City’s Affordable Housing Ordinance, the FSHC Settlement Agreement, as amended, the City’s Housing Element and Fair Share Plan, as may be amended, the FHA, UHAC, applicable COAH regulations, any applicable order of the Court, including but not limited to the City’s JOR Order, and other applicable laws. Habitat’s designation as a Special Purpose Credit Program (“**SPCP**”) per the CFPB 12 CFR Part 1002.8 allows a tailored approach to meet the special needs and benefit economically disadvantaged groups, including groups that share a common characteristic such as race, national origin, or gender. The City recognizes and agrees that, as a SPCP, Habitat goes beyond UHAC affirmative marketing guidelines with criteria for determining housing need, ability to pay and willingness to partner. Accordingly, a unit may be offered for sale to low- or moderate-income households that are screened and approved by Habitat in accordance with Habitat’s selection criteria. That said, Habitat will work with the City’s affordable housing counsel to ensure that any enhanced affirmative marketing performed by Habitat for each unit still results in a unit that is creditworthy towards the City’s Third Round Obligation. Each House shall be deed restricted as a low- or moderate-income affordable unit for a period of at least thirty (30) years from the date of initial occupancy of said unit (“**Deed- Restriction Period**”), until the City chooses to either release or extend the affordability controls on the unit under applicable UHAC or COAH regulations. At closing on the transfer of each unit and Property to the respective families selected to purchase such family unit and Property (the “**Partner Family**”), Habitat shall include in the deed conveying title or in a separate document to be recorded against the unit and Property prior to transfer to the Partner Family a 30-year

affordability deed restriction substantially in the form attached hereto as **Exhibit A**. At the closing of title on the sale of the respective unit and Property to a Partner Family the title company completing closing shall cause the fully executed and notarized deed restriction to be recorded prior to or simultaneously with recording of the deed conveying the dwelling and Lot to the Partner Family. Evidence of the recording of the deed restriction shall be provided to the City within five (5) days of submission of the document to the County Clerk for recording and a copy of the executed deed restriction shall be provided to the City within five (5) days receipt by Habitat of the recorded document from the County Clerk's Office, if the City does not choose to have the recorded Deed Restriction returned to its Affordable Housing counsel after recording.

(d) Upon the expiration of the Due Diligence Period, Habitat will have a nine (9) month period to obtain necessary building permits to complete the Project. In connection with Habitat's pursuit of building permits, the City must (i) cooperate with Habitat, (ii) assist in and expedite the process, to the extent possible, and (iii) execute any and all required application documents necessary for Habitat to obtain the building permits. Habitat will have the right to take title to either Property and construct the Project in phases. The City shall convey fee title to the Property on which construction is to occur after Habitat has obtained building permits for the construction of the family units on the specific Property to be acquired.

(e) Habitat projects that predevelopment on both sites, to the extent that up to 7 two-family homes shall be constructed by Habitat pursuant to this Agreement, will commence no later than June 30, 2025, and will be completed as soon as possible after commencement of construction (the "**Completion Deadline**"). If at any time Habitat informs the City in writing that Habitat will not construct a unit on any of the Lots (the "**Abandoned Property**"), the City shall have the right to construct units on such Abandoned Property or convey the Abandoned Property to another affordable housing developer so that the intent of this Agreement, to construct the units contemplated by this Agreement and generate affordable housing credits to the City's Affordable Housing Obligation, can be accomplished. Habitat shall not be required to complete one or all of the units by the Completion Deadline if such default is a result of an actual delay or failure in performance due solely to any causes or events beyond Habitat's reasonable control, including without limitation, any acts of God, Fire, flood, hurricanes, terrorism, war, governmental actions, civil disturbances, pandemics, or epidemics, as well as any shortages or changes in financing such that the Project cannot be completed, so long as the same is not a result of Habitat's negligence (collectively, "**Force Majeure**"). Delay or non-performance due to Force Majeure shall be excused and the Completion Deadline shall be extended to include the period of such delay or non-performance caused by Force Majeure.

6. CLOSING AND QUALITY OF TITLE.

Unless this Agreement has been terminated pursuant to Section 3 above prior thereto, the City shall convey title to each Property to Habitat within the later of 30 days after Habitat's building permits and approvals for the construction of the respective unit thereon become final, unappealed, and unappealable. It is the parties' intent that Habitat be able to start construction of affordable homes as soon as it takes title. The conveyance(s) shall be made for the nominal consideration of \$1.00 by bargain and sale deeds with covenants as to grantor's acts insurable

at regular rates by a title insurance company licensed by the State of New Jersey. Any title insurance that Habitat cares to secure shall be paid for by Habitat. Closing costs shall be apportioned as is customarily done in Atlantic County real estate transactions with each party paying their own attorney's fees.

7. DEFAULT.

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights, and the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, reasonable attorneys' fees and court costs. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have ten (10) business days to effect a cure; (iii) the benefited party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

8. NOTICES.

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile or email transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Habitat:	Habitat for Humanity SCNJ 120 St. John Street Princeton, New Jersey 08542 c/o Lex Kochmann
With Copy to:	Eileen Quigley, Esquire Ballard Spahr LLP 700 East Gate Drive, Suite 330 Mt. Laurel, New Jersey 08054-0025
To the City:	City of Northfield 1600 Shore Road Northfield, New Jersey 08225 Attention: Mary Canesi, City Clerk

With a Copy to:

Nancy L. Holm, Esquire
Surenian, Edwards, Buzak & Nolan LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

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

9. MISCELLANEOUS.

(a) Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

(b) Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel doctrine, the FHA, COAH's rules, and the UHAC regulations. Habitat agrees to participate in any proceedings before the Court or COAH with respect to the City's affordable housing compliance initiatives that are implicated by this Agreement. For purposes of this Agreement, the term "COAH" shall mean the Council on Affordable Housing, or the substitute therefore, pursuant to New Jersey law or court order if the Council on Affordable Housing shall no longer exist.

(c) Waiver. Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.

(d) Entire Agreement. This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.

(e) Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, any party may seek Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the parties as expressed herein.

(f) Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

(g) Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. A signed facsimile or electronic copy of this Agreement shall have the same effect as an original signed Agreement.

(h) Governing Law. This Agreement shall be governed, construed in accordance with the laws of the State of New Jersey. Any action brought under this Agreement shall be brought in the Superior Court of New Jersey in Atlantic County, New Jersey, or in the United States District Court for the District of New Jersey, in Camden County, New Jersey.

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

Witness/Attest:

HABITAT FOR HUMANITY OF SOUTH
CENTRAL NEW JERSEY, INC.

By: _____

Dated: _____

Witness/Attest:

CITY OF NORTHFIELD

Mary Canesi, City Clerk

By: _____

Erland Chau, Mayor

Dated: _____

EXHIBIT "A"

Affordable Housing Deed Restriction

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)
Nancy Mauro, P.E. (via email)

Date: February 4, 2025

Grant Applications

1. FY2025 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 January 31, 2025. The LRIG application for four (4) pavilions at Birch Grove Park was submitted on January 29, 2025.
2. 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.
 - Grant awards were announced on May 31, 2024 and the City was awarded \$63,000.00.
 - Our office submitted the proposal for this project on December 20, 2024 and is ready to begin work upon authorization from the City.
3. USDA Water and Waste Disposal-Predevelopment Planning Grant (PPG)
 - On June 10, 2024 the USDA awarded the City \$17,000.00 for the PPG grant and the next step requires the City to file the full application.
 - The next phase is for the City to authorize our office for an engineering study.

4. New Jersey Department of Transportation Local Projects Fund (NJDOT LTPF)
 - The City has selected the reconstruction of Forrest Drive from Juniper Drive to Mill Road for FY2024 of the Local Transportation Project Fund.
 - The application was submitted to the System for Administering Grants Electronically (SAGE) on June 26, 2024.
 - This application is currently still pending with the NJDOT.

5. New Jersey Department of Transportation Municipal Aid
 - The City has selected the reconstruction of Juniper Drive from Cedarbridge Road to Mill Road as its project for FY2025 Municipal Aid.
 - The City was awarded \$229,190.00 on November 13, 2024 for this project. The total project cost estimate is \$355,824.70.
 - Our office submitted the proposal for this project on December 18, 2024 and is ready to begin work upon authorization from the City.

Engineering

1. 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 sent a draft ordinance to the City on May 21, 2024.
 - Our office met with the City on July 15, 2024 to review City revisions and comments.
 - The second draft of the ordinance was sent to the City on September 4, 2024.
 - Final draft of the ordinance was sent to the City on November 18, 2024.

2. Slipline Repairs Zion and Mill Roads, Zion and Davis Roads
 - The project was submitted to the Atlantic County Engineering department for review. The County is requiring the majority of the work to be conducted during the night.
 - Our office received input from the City's Public Works Department. We adjusted the bid documents accordingly and are waiting for City approval to set a bid schedule.
 - The Bid opening was held August 28, 2024 at 10 a.m. Only one bid was received from Mobile Dredging and Video Pipe, Inc. in the amount of \$344,150.
 - Council will be rejecting the bid due to lack of funding. The project exceeded the engineer's estimate due to night work requirements and increased traffic control requirements set forth by Atlantic County Engineering Department. The City will meet with the County Engineer to discuss traffic control. The City will consider a re-bid with revisions to the bid cost breakdown sheet.
 - The City will coordinate a meeting with the County to discuss traffic control plan alternatives.
 - Our office met with City and County representatives on November 15, 2024. The County agreed that the traffic plan could be revised and will allow Northfield Police to provide traffic control where needed. Our office will revise plans and specifications for rebid.
 - On January 10, 2025, our office contacted the County Engineer's office regarding the Zion Road and Shore Road intersection location. The Engineer's office reversed its initial requirement and consented to allow this repair work to be conducted during the daytime

with reduced signage and a police presence at the intersection. However, the Zion Road and Mill Road intersection location must be completed at night.

- Our office submitted the proposal for this project on December 18, 2024 and is ready to begin work upon authorization from the City.
- The City has adopted Resolution No. 42-2025 at the January 21, 2025 meeting, authorizing our office to proceed with revisions to bid specifications for this project.

3. Habitat for Humanity Housing Project

- Our office submitted a proposal for the Habitat for Humanity Project on Block 69 Lot 1.02 and Block 66 Lot 11 on August 5, 2024.
- On September 6, 2024, our office issued an email with further detail of stormwater management options in response to the summary email issued by the City on September 5, 2024.
- On October 1, 2024 a meeting was held with representatives from the City, Habitat for Humanity and our office. Habitat representatives stated that engineering costs would be covered under the DCA grant that Habitat will submit. Habitat's engineer will be responsible for preparing a complete project estimate.
- Our office revised their original estimate to include all anticipated site plan engineering costs including anticipated permit fees, with a not to exceed amount as directed by City council.
- Our office transmitted a proposal to the City on December 10, 2024 and is ready to begin work upon authorization from the City.

4. Little League Field 50/70 Redesign

- Our office surveyed and prepared a site plan of the little league field to be converted to a 50/70 field.
- On September 20, 2024, our office met on site with representatives from the City, the Northfield Little League, and preferred contractor to discuss scope of project.
- Work to be completed includes removal of existing infield/outfield grass to 50/70 dimensions, relocation of existing sprinkler heads, placements of new infield material, placements of sod, placement of new bases and pitcher's mound, and realignment of foul lines. Maximum budget for project is \$44,000, and work is to be completed by November.
- Securing a contractor for the project can be completed in two ways: The first is the City issues RFQs for contractors to submit bids. The second is for the City to join the ED-DATA cooperative and contract directly with the contractor at a cost savings of \$14,000.
- The City resolved to join the ED-DATA cooperative at the October 29, 2024 council meeting.
- Work began on December 3, 2024 and the project was completed on December 6, 2024.
- At the recommendation of the contractor, the City will be upgrading the pitcher's mound as a no-cost change order. This work shall be completed in the spring.