

**CITY OF NORTHFIELD COUNCIL WORK SESSION MEETING AGENDA
OCTOBER 20, 2020**

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 11, 2020 and October 17, 2020.

Pursuant to N.J.S.A. 10:4-8(b), and N.J.A.C. 5:39-1.1 - 1.7, the previously advertised October 20, 2020, meeting of Northfield City Council, to be held in Council Chambers, 1600 Shore Road, Northfield, New Jersey, 08225, will be held in-person and as a remote public meeting (live-streamed) using Zoom conferencing service. Due to social distancing requirements related to Covid-19, there are limited seats for in-person attendance by members of the public. Visit October 20, 2020 on the events calendar page of www.cityofnorthfield.org determine current availability for this meeting. Face coverings and social distancing will be required for in-person attendance. To reserve an available seat, contact the Office of the Municipal Clerk at 609-641-2832, ext 125, from the date of publication of this notice, until 2:00pm on October 20th, 2020. Once all available seats have been reserved, virtual attendance will be required using a web-browser to Join the Zoom Meeting <https://us02web.zoom.us/j/86064028409>; or by telephone +13126266799,,86064028409# US (Chicago), +16465588656,,86064028409# US (New York), Dial by your location +1 312 626 6799 US (Chicago), +1 646 558 8656 US (New York), +1 301 715 8592 US (Germantown), +1 346 248 7799 US (Houston), +1 669 900 9128 US (San Jose), +1 253 215 8782 US (Tacoma) Meeting ID: 860 6402 8409. For those wishing to comment during the dedicated public comment portion of the meeting, but who may be unable to attend (in person or via Zoom), public comments may also be submitted in advance via email to scampbell@cityofnorthfield.org, or by written letter to the Office of the Municipal Clerk, 1600 Shore Road, Northfield NJ 08225, or by hand delivery to the drop box at the rear of the municipal building, addressed to the attention of the Municipal Clerk. Comments shall contain the name and address of the author, will be read aloud and addressed during the remote public meeting, and must be received by 2:00pm on October 20, 2020. The meeting agenda and relevant documents can be found on the municipal website at <http://www.cityofnorthfield.org/government/council-agendas.asp> . The meeting will start with a work session at 6:00 p.m., with the regular session immediately following, and formal action may be taken.

FLAG SALUTE

ROLL CALL: Dewees, Korngut, Madden, O'Neill, Smith, Utts, Perri, Chau

WORK SESSION / TOPICS FOR DISCUSSION – OLD BUSINESS

- Radio Tower, Rear of City Hall – *In person presentation TBD*
- Proposed Dog Park – *Councilwoman Korngut*
 - *DRAFT Ordinance Permitting Dogs in Birch Grove*
 - *DRAFT Lease Agreement, Authorizing Resolution*
- Offer to Donate Private Property to the City – *Update if Applicable, Councilman Smith*
- Realignment of Birch Grove Road – *Update from Councilman Dewees*
- Zion Road Pump Station Easement – *Update from Council President Perri*
- Cedar Bridge Road Drainage – *Update from Engineer Nassar*
- Northfield Avenue at Rt 9 Drainage – *Update from Engineer Nassar*
- Oxford and Bay Force Main Break – *Update from Engineer Nassar, requested by Council President Perri*
- Emergency Medical Services – *Update from Council President Perri*

WORK SESSION / TOPICS FOR DISCUSSION – NEW BUSINESS

- Standing Item – *New Grant Opportunities*

**CITY OF NORTHFIELD COUNCIL WORK SESSION MEETING AGENDA
OCTOBER 20, 2020**

- Local Government Emergency Fund – *Clerk Canesi*

REVIEW OF REGULAR MEETING AGENDA

PUBLIC SESSION/ FIVE MINUTES PER SPEAKER

ADJOURNMENT

LEASE AGREEMENT

This Lease Agreement is made on October 20, 2020

BETWEEN the **Tenant**,

Friends of the Northfield NJ Dog Park,
a non-profit corporation of the State of New Jersey
27 Juniper Drive
Northfield, NJ 08225

Referred to as the “**Tenant**”

AND the **Landlord**,

City of Northfield, NJ
a municipal corporation of the State of New Jersey
1600 Shore Road
Northfield, NJ 08225

Referred to as the “**Landlord**”

WHEREAS, Tenant is a non-profit corporation seeking to lease the property from the Landlord for the purpose of improving, operating, and maintaining land, buildings and/or structures to support a dog park; and

WHEREAS, Landlord has determined that it would be in the public interest to encourage the development and establishment of a dog park; and

WHEREAS, Landlord has determined that Tenant’s project will serve a public purpose by providing a service to the public on the Property referred to hereafter in this Agreement; and;

WHEREAS, the Common Council of the City of Northfield has, pursuant to Resolution No. _____-2020 passed October 20, 2020 authorized the execution of a leasehold agreement (the within Lease Agreement) with Tenant; and

NOW, THEREFORE, in consideration of the above recitals, each of which the parties specifically approve and adopt as part of this Agreement, and in further consideration of the mutual covenants set forth below, the parties intending to be legally bound agree that Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, pursuant to N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-15, the Property to be used and occupied only and for no other purpose than a dog park, UPON THE FOLLOWING CONDITIONS AND COVENANTS:

1. **Property.** Tenant agrees to rent from Landlord and Landlord agrees to rent to Tenant the unimproved property in Birch Grove Park, 1675 Burton Avenue, Northfield, NJ 08225 set forth on the map attached hereto as Exhibit "A" and which consists of approximately 1/3 of an acre and hereinafter referred to as the "Premises" or "Property."
2. **Term.** The term of this Lease is for five (5) years starting on November 1, 2020 at 12:01 a.m. and ending October 31, 2025 at 11:59 pm.
3. **Rent.** Tenant agrees to pay as follows: \$1.00 annually and due on the 1st day of November each year commencing November 1, 2020 for the duration of this Lease.
4. **Security deposit.** Landlord shall not require Tenant to post a security deposit.
5. **Use of premises.** Premises may be used for the following purposes only: dog park.
6. **Utilities.** If any, shall be Tenant's responsibility.
7. **Eviction.** Landlord may also evict Tenant if Tenant does not limit its use of the Property as set forth herein, comply with all terms of this Lease and for all other causes allowed by law. If evicted, Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed to Landlord, along with costs, if any, of re-entering, re-renting, cleaning and repairing the property. The parties acknowledge that the Property is not currently rented and, as such, rent is zero at the time of execution of Lease. The parties understand that opening the dog park may take time, however, should the dog park not be operational within one (1) year, such shall be a basis for eviction unless mutually agreed in writing between the parties to extend this deadline or unless the delay is due to any action or inaction of the Landlord.
8. **Payment by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any required action and charge the cost, including reasonable attorney fees, to Tenant provided Landlord gave Tenant written notice and opportunity to cure. Failure to pay such costs upon demand is a violation of this Lease.
9. **Condition of the Premises.** Tenant has inspected the Premises, acknowledges that the same are in good order and repair, and accepts the Premises "as is." The parties acknowledge at this time that the Premises consists of vacant land and no improvements thereon.
10. **Repairs.** A) Tenant must maintain the Premises, including the grounds, fencing, equipment and other improvements to the property, if any, clean and in good repair at all times. Landlord shall continue to maintain the Premises until Tenant begins alterations thereon. B) Tenant must pay for all repairs, replacements and damages whether caused by act or neglect of Tenant or its members and guests within ninety (90) day notice of same.

In the event of a default by Tenant, Landlord may make the necessary repairs and charge the cost of such repairs to Tenant to be additional charges under this Lease provided Landlord gave Tenant written notice and opportunity to cure. C) Landlord will remove trash from receptacles on a weekly basis, however, Tenant is responsible to dispose of excess trash and maintain and keep the Premises clean at all times which includes, but is not limited to, removal of all animal feces.

11. **Alterations.** A) Tenant may not alter the unimproved Premises without the prior written consent of Landlord in each instance which consent shall be by a vote of the governing body, clearing of land and trees, fencing, shed, park benches and picnic tables. All proposed alterations shall be submitted to the City engineer for review and approval prior to any work being performed. B) Tenant must maintain a buffer consisting of the natural vegetation around the perimeter of the property as shown on the attached Exhibit "A" unless approved by the City engineer to provide access. C) All alterations made by Tenant will, unless Landlord requests removal, become Landlord's property and remain on the Premises at the termination of this Lease without any compensation to Tenant. Should Tenant fail to obtain permission of Landlord and Landlord demands or permits removal, Tenant will return that portion of the Premises to the same condition as existed prior to the alteration. All costs to the City including but not limited to engineering fees, attorney fees, etc. shall be the responsibility of the Tenant and paid within sixty (60) days of demand.

12. **Fire and Casualty.**

A) **Notice.** In the event of fire or other damage to Premises, Tenant will immediately notify Landlord. Landlord shall have no obligation to remediate unless the fire or damage was the result of Landlord's negligence.

B) **Partial Damage and Conditions to Continued Effectiveness.** If Premises are only partially damaged and are inhabitable and all repairs are made by Tenant within 60 days, this Lease will continue without abatement or apportionment of rent.

C) **Conditions to Termination.** If Premises are rendered unusable, continued occupancy would be illegal or Tenant cannot or does not repair within 60 days, Tenant may immediately vacate the Premises and notify Landlord in writing within 10 days after vacating of their intent to terminate in which case this Lease will terminate as of the date of vacating and all prepaid rent and/or unused security deposit will be returned to Tenant.

D) **Interruption of Services.** Landlord is not responsible for any damage, inconvenience or interruption of services due to any fire or other casualty, repairs, improvements or for any reason beyond Landlord's control.

13. **Liability.** Landlord is not liable for any loss, damage, or expense suffered to the Property or by any person on or about the Premises, except that which is caused by Landlord's negligence. If Landlord incurs any damage or expense due to any claim, other than a claim arising from Landlord's negligence, Tenant will reimburse Landlord for the

damage or expense as additional rent under this Lease. In any event, the individuals who have affixed their respective signatures hereto shall have no personal liability and have executed the within Lease solely in their respective capacities as officers of the respective corporations, Landlord and Tenant.

14. **Assignment or Subletting.** Tenant may not assign this Lease, sublet all or any part of the Premises, nor allow any other person to occupy the Premises without the express written permission from Landlord.
15. **Insurance Requirements.** Tenant shall obtain, provide and keep in force at all times during the term of this Lease, insurance for the rental premises for all known risks and hazards associated with the use of the property in an amount not less than one million dollars (\$1,000,000.00). On an annual basis, Tenant shall provide to the Landlord proof of insurance naming the Landlord as an additional insured with respect to all insurance obtained by Tenant. Tenant shall obtain, provide and keep in force at all times during the term of this Lease, insurance for the contents, furnishings and equipment of the Premises. Said insurance shall cover all claims whether on the leased premises or claims that may arise out of dog(s) walking to and from the leased premises.
16. **Right of Entry.** Landlord may enter the Premises at reasonable times in order to examine the Premises, remove trash or make repairs or alterations. In the event of any actual or apparent emergency, Landlord may enter the Premises at any time without notice. Tenant will not change any lock or install additional locks without Landlord's prior written consent and without immediately providing Landlord a copy of all keys and combinations. It is the Parties' intention that the Dog Park, once constructed, will be locked at all times. Accordingly, Tenant shall provide Landlord with appropriate access whether by key or keyfob etc.
17. **Subordination.** This Lease and Tenant's rights under it are subject and subordinate to all existing and future (1) mortgages on the Premises and (2) leases of the land underlying the Premises, if any (including any renewals, extensions, and modifications of such mortgages and leases). Tenant will execute and deliver immediately upon demand any certificates Landlord may require to evidence such subordination.
18. **Eminent Domain Proceedings.**
 - A) **Entire Premises.** If all or almost all of the Premises are condemned by any governmental authority, this Lease and Tenant's rights and obligations under it will terminate as of the date such governmental authority takes title.
 - B) **Part of Premises.** If part of the Premises is condemned by any governmental authority, Landlord may, at his option (to be exercised with reasonable promptness), terminate this Lease on 60 days prior written notice to Tenant. If Landlord cancels this Lease, Tenant's rights and obligations under it will terminate as of the

termination date contained in Landlord's notice. Tenant will pay all rent due under this Lease until such termination date, without reduction or abatement. If Landlord does not cancel this Lease, the rent payable from and after the date title vests in such governmental authority will be prorated to encompass the portion of the Premises not taken or condemned.

C) **Award.** The entire award for any condemnation of the Premises is the sole property of Landlord. Tenant will have no interest in such award and will make no claim for the unexpired Term of this Lease.

19. **Notices.** All Notices under this Lease must be in writing and either delivered personally or mailed by certified mail to the address of Landlord and Tenant stated above (or at such other address as Landlord may designate by notice to Tenant). If returned unclaimed, Notices that are sent by mail will be deemed delivered two days after they are mailed.

20. **Defaults and Remedies.**

A) **Notice of Default.** Landlord shall provide sixty (60) days-notice to Tenant to correct any default under this Lease other than a failure to pay rent or additional rent.

B) **Termination of Lease.** If Tenant fails to correct any default, other than a failure to pay rent or additional rent, within such sixty (60) day period, or if Tenant fails to pay rent or additional rent provided for in this Lease on its due date plus a grace period of fifteen (15) days, then Landlord may cancel this Lease by five (5) days prior written notice to Tenant. On the date stated in Landlord's Notice, this Lease and Tenant's rights under this Lease will terminate, and Tenant must surrender the Premises. Tenant remains liable after such termination for rent, additional rent, costs, and damages provided in this Lease.

C) **Payments for Unexpired Term.** If this Lease is terminated because of Tenant's default, by Tenant during the entire Term as provided in this Lease become immediately due and fully payable. Landlord may thereafter lease the Premises to another tenant for any terms and at any rent. Any rent received by Landlord from a new tenant will reduce the amount for which Tenant is liable to pay to Landlord. The parties acknowledge that Landlord is not currently leasing the premises and, thus, not collecting any rent prior to entry of this Lease.

D) **Other Remedies.** If this Lease is terminated because of Tenant's default, Landlord may, in addition to any other rights and remedies available to Landlord, (1) enter the Premises and have Tenant and Tenant's property removed, and (2) use any dispossession, eviction, and similar legal proceedings available.

21. **Tenant's Default.** If Tenant does not correct a default after ninety (90) days-notice by Landlord, Landlord may remedy such default on behalf of Tenant, and any costs incurred by Landlord will be payable by Tenant, as additional rent under this Lease.

22. **Surrender.** At the end of the Term or an earlier termination of this Lease, Tenant will quit and surrender the Premises in as good order and condition as they were on the

commencement date of this Lease, except for ordinary wear and tear and damage by the elements, unless the parties renew this Lease or as otherwise agreed between the parties.

23. **Quiet Enjoyment.** If Tenant is not in default under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.
24. **No Waiver.** If Landlord fails to enforce any provision of this Lease, Landlord is not deemed to have waived such provision and is not prevented from enforcing such provision thereafter.
25. **Separability.** If any provision in this Lease is invalid or unenforceable, the balance of this Lease shall remain effective, absent such provision.
26. **Successors.** This Lease is binding on all persons who may succeed to the rights of Landlord or Tenant, including heirs, executors, and purchasers, as applicable.
27. **Merger.** This Lease represents the entire agreement between Landlord and Tenant. Neither Landlord nor Tenant has made any representations other than what is contained in this Lease.
28. **Amendments.** No change in this Lease shall be effective unless reduced to writing and signed by both Landlord and Tenant.
29. **Hazardous Use.** Tenant shall not keep anything in or about the Premises which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.
30. **Management.** The Property shall be managed by Tenant who shall report to the Board of Directors as established by its organization. Tenant shall produce all financial, corporate and managerial books, records and minutes of the meetings to Landlord on an annual basis each January 1st or sooner upon Landlord's request. All rules and regulations in the operation of the dog park proposed by Tenant must receive the approval of Landlord prior to implementation. At this time, the agreed-upon rules include 1) The dog park shall be operational seven (7) days/week from dawn until dusk; 2) There will be no food or drink permitted within the dog park; 3) There shall be no smoking permitted within the dog park; 4) Only two dogs per person are permitted within the dog park; 5) You must clean up any feces left by your dog(s) and deposit into one of the trash receptacles within the dog park; 6) No children under the age of fourteen (14) are permitted within the dog park; 7) You must keep your dog(s) under control at all times; 8) All dogs must be registered with the City of Northfield; 9) All dogs must be current with their rabies vaccinations; 10) All dogs must be supervised by an owner eighteen (18) years or older; 11) No puppies under the age of six (6) months are permitted in the park; 12) Aggressive dogs are not permitted in the park.
31. **Authorization.** Landlord's governing body has identified that sufficient need exists in Northfield for such services as those provided by Tenant and has agreed by Resolution _____-2020 passed October 20, 2020 authorized the preparation and execution of

the within Lease Agreement and entry by Landlord into the within Agreement with Tenant.

- 32. **Parties.** Landlord and Tenant are bound by this Lease. All parties who successfully succeed to their rights and responsibilities are also bound as set forth in more detail herein at paragraph 26.
- 33. **Certificate of Good Standing:** Tenant shall provide Landlord proof of incorporation as a non-profit and provide Landlord with a certificate in good standing from the State of New Jersey on a yearly basis.
- 34. **Signatures.** Landlord and Tenant by affixing signatures hereinbelow hereby agree to the terms of this Lease.
- 35. **Jurisdiction.** Should any dispute between the Parties arise, this Lease shall be interpreted in conformance with the laws of the State of New Jersey.

Witness

Alyson Bakley
Friends of the Northfield NJ Dog Park, a
nonprofit corporation of the State of NJ
Chairwoman

Dated:

Witness

Erland Chau, Mayor
City of Northfield, New Jersey, a municipal
corporation of the State of NJ

Dated:

CITY OF NORTHFIELD
RESOLUTION NO. ____-2020

AUTHORIZING THE CITY OF NORTHFIELD CITY COUNCIL TO EXECUTE A LEASE
WITH THE FRIENDS OF THE NORTHFIELD NJ DOG PARK

WHEREAS, the City of Northfield is willing to enter into a Lease with the Friends of the Northfield NJ Dog Park, a New Jersey Non-Profit Corporation, for a portion of the attached property totaling approximately 1/3 of an acre; and

WHEREAS, attached hereto is a copy of the area to be leased; and

WHEREAS, a portion of the attached property totaling approximately 1/3 of an acre; and

WHEREAS, the public purpose served by the lessee shall be for a dog park and limited only for a dog park; and

WHEREAS, the number of people who are benefitting from the public purpose shall be all of those people within the City of Northfield and those people outside of the City of Northfield who are dog park members, who desire to make use of same; and

WHEREAS, said lease shall be for a term of five (5) years; and

WHEREAS, the Mayor shall be responsible and enforcement of the conditions of said lease; and

WHEREAS, the tenant shall be responsible to provide the City of Northfield an annual report to the Mayor setting out the use of said lease during said year; and

WHEREAS, said report shall indicate the activities the Lessee has undertaken in furtherance of the public purpose for which the leasehold was granted and the proximate value or costs of any such activities; and

WHEREAS, the City Council has authorized the execution of the attached lease agreement for the subject premises according to the terms and conditions set forth herein.

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

1. The Mayor and/or City Clerk are hereby authorized to execute the Lease with the Friends of the Northfield NJ Dog Park Non-Profit Corporation, conditioned upon the passage of an ordinance amending Section 250-2 of the Northfield City Ordinance.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this _____ day of _____, 2020.

In witness hereof, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. ____ -2020**

**ORDINANCE AMENDING SECTION 250-2 OF THE NORTHFIELD CITY
ORDINANCE**

WHEREAS, Section 250-2 of the Northfield City Ordinance prohibits dogs in the confines of Birch Grove Park; and

WHEREAS, the City of Northfield is interested in establishing a dog park to be located in the confines of Birch Grove Park; and

WHEREAS, Section 250-2 would prohibit dogs in that area; and

WHEREAS, the City of Northfield is desirous of amending Section 250-2 to allow dogs in Birch Grove Park subject to the limitation set forth herein.

NOW THEREFORE BY IT ORDAINED BY the Common Council of the City of Northfield, County of Atlantic, State of New Jersey as follows:

a. A person shall be permitted to bring a dog or dogs in Birch Grove Park only for the purpose of visiting the Dog Park established pursuant to Resolution ____-2020 subject to the rules and regulations of the Dog Park and as set forth herein and adopted by Council by reference herein; Exhibit A.

b. The dog(s) shall be on leash at all times under control of the individual who transported the dog(s) to Birch Grove Park unless within the confines of the Dog Park where the dog(s) may be off leash.

c. The leashed dog(s) shall be permitted in Birch Grove Park outside the confines of the Dog Park only for the express purpose of walking directly to and from the parking area and the Dog Park along the area on the 1,000 foot dog park access trail as shown on Exhibit B.

Effective Date. This Ordinance shall take effect according to law after final passage and publication.

Repealer. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Severability. If any Section or part of this Ordinance is deemed to be invalid or illegal in any Court or competent jurisdiction then said part is severable from the Ordinance as a whole and the remaining sections or parts of this Ordinance shall remain in full force and effect.

Mary Canesi, RMA, Municipal Clerk

Erland Chau, Mayor

The above ordinance was introduced and passed on its _____ reading at a regular meeting of the Common Council of the City of Northfield, New Jersey held on _____, 2020 and was taken up for a second reading, public hearing and final passage at a meeting of said Council held _____, 2020 in Council Chambers, City Hall, Northfield, New Jersey.

First Reading:

Publication:

Second Reading:

Publication:

Roll Call:

Aye:

Nay:

Abstain:

Absent:

EXHIBIT 'A'

FRIENDS OF THE NORTHFIELD NJ DOG PARK BY-LAWS

ARTICLE I – NAME

Section 1: The name of the organization shall be “Friends of the Northfield NJ Dog Park, A Non-Profit Corporation” hereinafter referred to as the “Organization”.

Section 2: The “Friends of the Northfield NJ Dog Park, A NonProfit Organization” is a nonprofit and tax-exempt organization committed to assisting the people of Northfield, NJ with sustaining the “Northfield Dog Park”, the City’s official off-leash dog park and to promote education, training and facilitate responsible dog ownership and better-behaved dogs through the use of volunteers and professional dog trainers and by providing scholarship money to students who want to pursue an education in veterinary studies.

ARTICLE II – REGISTERED AGENT

Section 1: Alyson Bakley

ARTICLE III – REGISTERED OFFICE

Section 1:

27 Juniper Drive
Northfield, NJ 08225

ARTICLE IV – BUSINESS PURPOSE

Section 1: Said Organization is organized exclusively for charitable, religious, educational, and/or scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Section 2: No part of the net earnings of the Organization shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Section 3: No substantial part of the activities of the Organization shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Organization shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, elected official or political party.

Section 4: Notwithstanding any other provision of this document, the Organization shall not carry on any other purposes not permitted to be carried on (A) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (B) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE V – QUALIFICATION, MEMBERSHIP

Section 1: The membership of this Organization shall consist of two classes of members, the first class designated “Active” and the second class designated “Supporting.”

Class One (Active) consists of members of the Board of Directors. Active members are eligible to vote.

Class Two (Supporting) consists of any individual or organization supporting the purpose and mission of the Friends of the Northfield NJ Dog Park. Supporting members are ineligible to vote.

ARTICLE VI – MEETINGS AND NOTICES

Section 1: The Board of Directors shall hold regular monthly meetings. Such monthly meetings may be held without notice and may be deferred by a majority vote of Active members.

Section 2: Other than regular monthly meetings, special meetings of the Board of Directors may be called by the Chair or by two Board members. Such meetings may be held without advance notice, and may be held by conference telephone, video screen communication, or other electronic communications, including but not limited to, email. Participation in a meeting under this section shall constitute in-person meeting if all of the following apply:

- A. Each Board member participating in the meeting can communicate with all other Board members.
- B. Each Board member has the opportunity to participate in all matters before the Board including the capacity to propose or to interpose an objection to a specific action to be taken; and
- C. The Board has adopted and implemented a means of verifying both of the following: 1) A person participating in the meeting is a Board member; and 2) All actions of or votes by the Board are taken or cast only by Board members and not by persons who are not Board members.

Section 3: General meetings of Active and Supporting members may be held when needed as called by the Chair. Active and Supporting members may receive notice of general meetings at least ten (10) days in advance personally, by telephone or by email.

Section 4: The annual meeting shall take place in November of each year and requires a quorum of the Active membership. Active and Supporting members shall receive notice of the annual meeting at least ten (10) days in advance personally, by telephone or by email.

Section 5: A majority of Board members present, whether or not a quorum is present, may adjourn any meeting to another place and time.

Section 6: All meetings shall be conducted according to Robert's Rules of Order.

ARTICLE VII – BOARD OF DIRECTORS

Section 1: **Board Role, Size, Compensation.** The Board is responsible for overall policy and direction of the Friends of the Northfield NJ Dog Park, A Non-Profit Corporation, and delegates responsibility for day-to-day operations to the committee chairs and members. The Board shall have up to ten (10) and not fewer than five (5) members. The exact number of directors and alternates within such limits shall be set by the Board of Directors. Board members shall receive no compensation.

Section 2: **Regular meetings.** The Board shall meet at least once per month at an agreed upon place and time.

Section 3: **Election of Directors.** The Chair shall appoint a Nominating Committee to recommend a slate of directors. Board members will be elected by a simple majority vote of the Active membership as present at the annual meeting.

Section 4: **Terms.** All Board members shall serve two-year terms and are eligible for re-election.

Section 5: **Quorum.** A quorum must be present with at least fifty (50) percent of the Board members before business can be transacted or motions made or passed.

Section 6: **Officers and duties.** There may be four (4) officers of the Board consisting of a Chair, Vice Chair, Secretary and Treasurer. Officers will be elected by the Board members.

Duties of the Chair, Vice Chair, Secretary and Treasurer are as follows:

The **Chair** shall convene regularly scheduled Board meetings and shall preside or arrange for other officers to preside at each meeting in the following order: Vice Chair, Secretary and Treasurer.

The **Vice Chair** will chair committees on special subjects as designated by the Board.

The **Recording Secretary** shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member and assuring that good records are maintained.

The **Treasurer** shall make a report at each Board meeting. Treasurer shall chair the finance committee, assist in the preparation of the budget, help develop fundraising plans and make financial information available to Board members and the public.

Section 7: Any action that the Board of Directors is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action provided, however, that

the consent of any director who has a material financial interest in a transaction to which the corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be permitted or required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board of Directors. All such consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 8: All Board members shall have access to the internet, including email. All Board members who currently do not have access to the internet including email shall obtain such access before reelection to a new term on the Board of Directors. Persons without access to the internet, including email, are ineligible to be nominated for membership on the Board of Directors.

Section 9: Vacancies. When a vacancy on the Board exists, nominations for new members may be received from present Board members by the Secretary two weeks in advance of a regular Board meeting. These nominations shall be circulated among Board members in advance of a regular Board meeting, and shall be voted upon by Board members. These vacancies will be filled only until the end of the vacating Board member's term.

Section 10: Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Secretary. A Board member shall be removed from the Board if he or she has three (3) unexcused absences from regular Board meetings in one year. A Board member may be removed for other reasons by a ¾ vote of the remaining Board members.

ARTICLE VIII – COMMITTEES

Section 1: Standing Committees of the Organization are Executive, Finance, Communications and Site. The Board may also create committees as needed. The Chair approves all committee chairs.

Section 2: The officers serve as members of the Executive Committee. Except for the power to amend the Bylaws, the Executive Committee shall have all of the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, subject to the direction and control of the Board of Directors.

Section 3: The Treasurer is chair of the Finance Committee which includes three (3) other Board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, a fundraising plan, and annual budget with other Board members. The Board must approve the budget and all expenditures must be within the budget. Any change to the budget must be approved by the Board. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the Board showing income, expenditures, and pending income. The financial records of the Organization are public information and shall be made available to the membership, Board members and the public.

ARTICLE XI – CONFLICT OF INTEREST POLICY

Section 1: Purpose. The purpose of the conflict of interest policy is to protect the Friends of the Northfield NJ Dog Park, A NonProfit Corporation's interest when it is contemplating entering into a transaction or arrangement which might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable State and federal laws governing conflict of interest applicable to nonprofit and charitable Organizations.

Section 2: Definitions.

- A. Interested Person.** Any director, principal officer, or member of a committee with governing board delegated powers who has a direct or indirect financial interest as defined below, is an interested person.
- B. Financial Interest.** Any person has a financial interest if the person has, directly or indirectly, through business, investment or family: 1) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement; 2) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or; 3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3: Procedures.

- A. Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- B. Determining Whether a Conflict of Interest Exists.** After disclosure of a financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- C. Procedures for Addressing the Conflict of Interest.** 1) An interest persona may make a presentation at the governing board or committee meeting but after the presentation, he/she shall leave the meeting during the discussion of and the vote on the transaction or arrangement involving the possible conflict of interest; 2) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement; 3) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or

arrangement from a person or entity that would not give rise to a conflict of interest; 4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested voters whether the transaction or arrangement is in the Organization's best interest, for its own benefit and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

- D. Violations of the Conflicts of Interest Policy.** 1) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. 2) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4: Recordings of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain: A) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action take to determine whether a conflict of interest was present, and the governing board or committee's decision as to whether a conflict of interest in fact existed. B) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5: Compensation.

- A. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- B. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- C. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6: Annual Statements. Each director, principal officer and member of a committee with governing board delegated powers shall sign a statement annually (every November) or within thirty (30) days of becoming a director, principal officer and member of a committee with governing board delegated powers, whichever is earlier, that affirms such person: A) Has received a copy of the conflict of interest policy; B) Has read and understands the policy; C) Has agreed to comply with the policy, and ; D) Understands the Organization is charitable and in

order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Section 7: Periodic Reviews. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities which could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: A) Whether compensation arrangements and benefits are reasonable based on competent survey information and the result of arm's length bargaining;; B) Whether partnerships, joint ventures, and arrangements with management organizations confirm to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in increments, impermissible private benefit or in an excess benefit transaction.

Section 8: Use of Outside Experts. When conducting the periodic reviews as provided for in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X – DISSOLUTION

Section 1: Upon dissolution of the Friends of the Northfield NJ Dog Park, A NonProfit Corporation, any remaining assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code. Upon dissolution of any committee established hereunder, all remaining assets shall be used for the Northfield Dog Park in any way which maintains the park's operating ability and scholarship funding.

EXHIBIT 'B'

**PROPOSED DOG PARK
AT BIRCH GROVE
NORTHFIELD, NEW JERSEY**

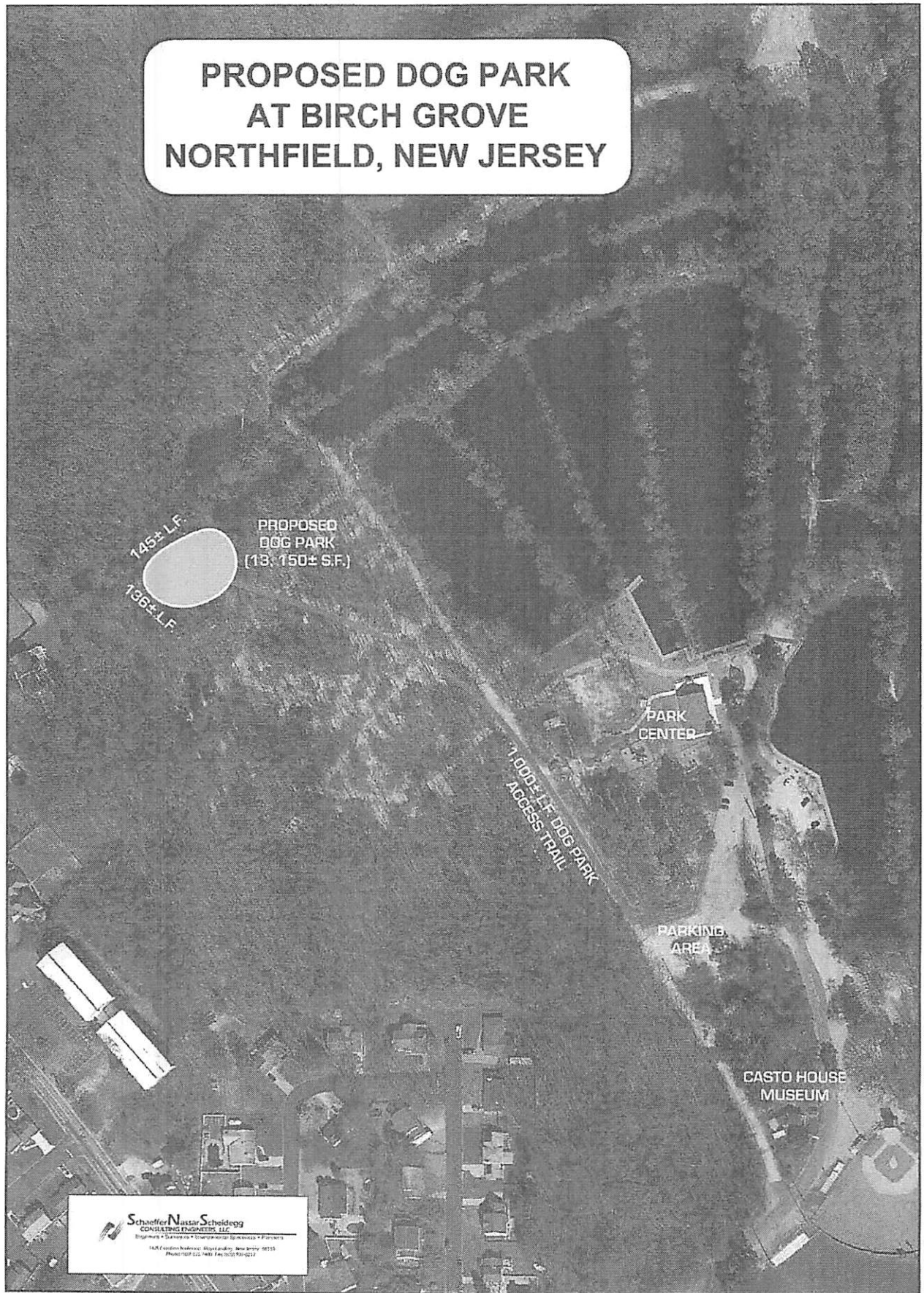


Exhibit "B"