

**CITY OF NORTHFIELD COUNCIL WORK SESSION MEETING AGENDA  
OCTOBER 6, 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 3, 2020.

*Pursuant to N.J.S.A. 10:4-8(b), this meeting will be live-streamed using Zoom conferencing service. Due to social distancing requirements related to Covid-19, members of the public are not permitted to attend in-person and may provide questions and comments using the following: To join Zoom Meeting <https://us02web.zoom.us/j/83933704794>; Meeting ID: 839 3370 4794; One tap mobile +13017158592,,83933704794# US (Germantown) +13126266799,,83933704794# US (Chicago) Dial by your location +1 301 715 8592 US (Germantown)+1 312 626 6799 US (Chicago)+1 646 558 8656 US (New York)+1 253 215 8782 US (Tacoma)+1 346 248 7799 US (Houston)*

**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 Deputy Municipal Clerk Campbell*
- Cedar Bridge Road Drainage – *No update / Engineer to Report at 10/20/20 meeting*
- Northfield Avenue at Rt 9 Drainage – *Update from Deputy Municipal Clerk Campbell*

**WORK SESSION / TOPICS FOR DISCUSSION – NEW BUSINESS**

- Standing Item – New Grant Opportunities

**REVIEW OF REGULAR MEETING AGENDA**

**PUBLIC SESSION/ FIVE MINUTES PER SPEAKER**

**ADJOURNMENT**

**§250-2 Prohibited activities**

B. No person(s) shall be permitted to bring any dog, cat or other domestic pet into the confines of Birch Grove Park and the First Street Playground in the City of Northfield or on any lands within the metes and bounds description of the parcels of property constituting the park and the First Street Playground *with the exception of the following:*

*1) 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. The dog(s) shall be on leash at all times under the 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. The leashed dog(s) shall be permitted in Birch Grove Park outside the confines of the Dog Park only for the purpose of walking to and from the Dog Park in those areas necessary to effectuate same.*

**LEASE AGREEMENT**

This Lease Agreement is made on October 6, 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 6, 2020 authorized the preparation and 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 1<sup>st</sup> 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.** If Tenant fails to pay rent within 15 days after it is due, Tenant may be evicted. 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 nevertheless continue to pay rent for the remainder of the term. 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 cost of re-entering, re-renting, cleaning and repairing the property. Rent received from any new tenant will reduce the amount owed Landlord. The parties acknowledge that the Property is not currently rented and, as such, rent is zero at the time of execution of Lease.
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. In the event of a default by Tenant, Landlord may make the necessary repairs and charge the cost of such repairs to Tenant as

additional rent 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. Alterations include, but are not limited to, the 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.

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.
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) **Rent for Unexpired Term.** If this Lease is terminated because of Tenant's default, all rent and additional rent payable 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, except as otherwise needed to use the Premises as permitted herein.
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 1<sup>st</sup> 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.
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 6, 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. **Signatures.** Landlord and Tenant by affixing signatures hereinbelow hereby agree to the terms of this Lease.
34. **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  
City of Northfield, New Jersey, a municipal  
corporation of the State of NJ

Dated:

**CITY OF NORTHFIELD, NJ**  
**RESOLUTION NO. XX-2020**

**AUTHORIZING NORTHFIELD CITY COUNCIL TO EXECUTE 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;

**WHEREAS**, City Council has authorized the execution of the attached Lease Agreement for the subject premises according to the terms and conditions as set forth therein;

**NOW THEREFORE, BE IT RESOLVED** that the Common Council of the City of Northfield that the Mayor and Municipal Clerk are hereby authorized to execute the Lease with the Friends of the Northfield NJ Dog Park Non-Profit Corporation;

I, Mary Canesi, Municipal Clerk, do hereby certify that the foregoing Resolution was adopted at a Regular meeting of the Common Council of Northfield, held this 6<sup>th</sup> day of October, 2020.

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Mary Canesi, RMC, Municipal Clerk

# PROPOSED DOG PARK AT BIRCH GROVE NORTHFIELD, NEW JERSEY

145± LF  
136± LF  
PROPOSED  
DOG PARK  
(13, 150± S.F.)

1,000± LF DOG PARK  
ACCESS TRAIL

PARK  
CENTER

PARKING  
AREA

CASTO HOUSE  
MUSEUM

**Schaeffer Nasser Scheidegg**  
CONSULTING ENGINEERS, LLC  
Engineers • Surveyors • Environmental Scientists • Planners  
1425 Garden Boulevard, Moss Landing, New Jersey 08530  
Phone: 609-625-7400 Fax: 609-625-6213