

REGULAR MEETING – DECEMBER 19, 2019

READ PUBLIC MEETINGS LAW ARTICLE

ROLL CALL

MOMENT OF SILENCE/PRAAYER

PLEDGE OF ALLEGIANCE

COMMUNICATIONS

PROCLAMATIONS & PRESENTATIONS

1. Business of the Month: Abby's Attic

APPROVAL OF MEETING MINUTES, PENDING ANY CORRECTIONS

MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

PUBLIC PORTION (Time Limit 4 Minutes Limited to Agenda Items Only)

ORDINANCES FOR 2ND READING

ORD. No. 2599 AN ORDINANCE ABOLISHING ORDINANCE NO. 2553 AND OTHERWISE AMENDING CHAPTER VII, "TRAFFIC," SECTION 7-39.5 ENTITLED, "HANDICAPPED PARKING ON ALL OTHER PRIVATE PROPERTY," AND SECTION 7-40.3 ENTITLED, "REGULATION FOR THE MOVEMENT AND THE PARKING OF TRAFFIC ON ALL OTHER PRIVATE PROPERTY," OF THE CODE OF THE BOROUGH OF ROSELLE PARK

ORD. No. 2600 AN ORDINANCE AMENDING CHAPTER III, SECTION 3-9, ENTITLED, "PEACE AND GOOD ORDER," OF THE CODE OF THE BOROUGH OF ROSELLE PARK

ORD. No. 2601 AN ORDINANCE APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH MERIDIA AT PARK SQUARE URBAN RENEWAL, ROSELLE PARK, LLC

ORDINANCES FOR INTRODUCTION

None

CONSENT AGENDA

"ALL MATTERS LISTED WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY THE COUNCIL AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A MEMBER OF THE GOVERNING BODY SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA AS PART OF THE GENERAL ORDERS."

RESOLUTIONS:

- * **#329-19** – Establishing Process for Development and Adoption of the 2019 Environmental Resource Inventory for the Borough of Roselle Park Master Plan

- * **#330-19** – Authorizing Settlement of the 2017, 2018 and 2019 Tax Appeals Entitled “236 Westfield Avenue East, LLC v. Borough of Roselle Park,” Docket Numbers 005341-2017, 000212-2018, and 000332-2019, Block 913, Lot 18, Commonly Known as 236 East Westfield Avenue

- * **#331-19** – Authorizing Settlement of the 2017 Tax Appeal Entitled “KKL, LLC v. Borough of Roselle Park,” Docket Number 006121-2019, Block 1116, Lot 4, Commonly Known as 442-450 East Westfield Avenue

- * **#332-19** – Authorizing the Treasurer to Issue One (1) Check Totaling \$1,785.98 Payable to One (1) Lien Holder on One (1) Property and One (1) Check Totaling \$1,300.00 from the Tax Collector’s Premium Account

- * **#333-19** – Authorizing Refund of Duplicate Payment of Fourth Quarter 2019 Taxes on Block 1004, Lot 8 (645 Woodland Avenue)

- * **#334-19** – Authorizing the Purchase of Two (2) 2020 Ford Utility Interceptors for the Department of Code Enforcement Pursuant to Cranford Police Cooperative Pricing System Contract No. 19-01, Item No. 1, in an Amount Not to Exceed \$69,734.00

- * **#335-19** – Setting the Salaries of Clerical Group Employees of the Borough of Roselle Park for Years 2020, 2021, 2022, 2023 and 2024

- * **#336-19** – Authorizing Certain Appropriation Transfers

- * **#337-19** – Approving the Insertion of the 2019 Drive Sober or Get Pulled Over Year End Holiday Crackdown Grant as a Special Item of Revenue in the 2019 Municipal Budget in the Amount of \$5,500.00

- * **#338-19** – Setting the Salaries of Non-Union Employees and Officials of the Borough of Roselle Park for Year 2020

- * **#339-19** – Setting the Salaries of Certain Other Non-Union Employees and Officials of the Borough of Roselle Park for Year 2020

- * **#340-19** – Authorizing the Execution of an Amended and Restated Redevelopment Agreement with Meridia at Park Square Urban Renewal. Roselle Park, LLC for the Property Known as Block 610, Lots 1 and 3 of the Municipal Tax Map

- * **#341-19** – Authorizing the Purchase of an ALTEC Industries, Inc. Model LR-7-60E70 Aerial Lift with a Forestry Truck and Chip Dump Body for the Department of Public Works Forestry Apparatus from W.E. Timmerman Co., Inc. Pursuant to Educational

Services Commission of New Jersey Contract No. 17/18-30 in an Amount Not to Exceed \$150,474.16

- * **#342-19** – Authorizing the Purchase of a 2020 International Model MV607 Truck Chassis for the Department of Public Works Forestry Apparatus from Mid-Atlantic Truck Centre, Inc. Pursuant to Educational Services Commission of New Jersey Cooperative Pricing System Contract No. 17/18-30 in an Amount Not to Exceed \$91,926.75
- * **#343-19** – Authorizing the Purchase of a Fire and Intrusion Alarm System for Various Municipal Buildings and Facilities from Johnston Communications Pursuant to Union County Cooperative Pricing System Contract No. 41-2017 in an Amount Not to Exceed \$55,009.99
- * **#344-19** – Authorizing the Purchase of Telecommunication System Upgrades for All Municipal Buildings and Facilities from Johnston Communications Pursuant to Union County Cooperative Pricing System Contract No. 42-2017 in an Amount Not to Exceed \$94,240.99
- * **#345-19** – Appointing Brandon J. Santos to the Position of Probationary Patrolman within the Roselle Park Police Department
- * **#346-19** – Appointing Joshua M. Regan as a Member of the Roselle Park Fire Department
- * **#347-19** – Appointing William L. Ferdinando as a Member of the Roselle Park Fire Department
- * **#348-19** – Appointing Timothy J. Howarth as a Member of the Roselle Park Fire Department
- * **#349-19** – Awarding a Professional Services Contract to Neglia Engineering Associates for Professional Engineering Services Associated with the Subdivision of Block 424, Lot 1 of the Municipal Tax Map in an Amount Not to Exceed \$22,200.00
- * **#350-19** – Establishing Assignments and Rates of Compensation for the 2020 Roselle Park Recreation Basketball League

REPORTS OF DEPARTMENTS (Time Limit 3 Minutes)

Written Reports Received:

1. Police Chief's Report for November 2019
2. Animal Control Officer's Report for November 2019
3. Court Administrator's Report for November 2019
4. EMS Report for October 2019
5. EMS Report for November 2019
6. Community Center Director's Report for November-December 2019
7. Treasurer's Report for November 2019

REPORTS OF BOROUGH COUNCIL/ COMMITTEES (Time Limit 7 Minutes)

REPORT OF THE MAYOR AND MAYORAL APPOINTMENTS (Time Limit 7 Minutes)

PUBLIC PORTION (Time Limit 3 Minutes On Any Subject)

EXECUTIVE (CLOSED) SESSION

ADJOURNMENT

**THE 2020 REORGANIZATION MEETING OF THE MAYOR AND COUNCIL
WILL BE HELD ON THURSDAY, JANUARY 2, 2020 AT 7:00 P.M.**

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2599

AN ORDINANCE ABOLISHING ORDINANCE NO. 2553 AND OTHERWISE AMENDING CHAPTER VII, "TRAFFIC," SECTION 7-39.5 ENTITLED, "HANDICAPPED PARKING ON ALL OTHER PRIVATE PROPERTY," AND SECTION 7-40.3 ENTITLED, "REGULATION FOR THE MOVEMENT AND THE PARKING OF TRAFFIC ON ALL OTHER PRIVATE PROPERTY," OF THE CODE OF THE BOROUGH OF ROSELLE PARK

WHEREAS, on September 19, 2018, the Borough of Roselle Park (the "Borough") executed a Lease Agreement (the "Agreement") with Timpat, Inc. (the "Landlord") for certain property and premises located at 515 Locust Street, Roselle Park, New Jersey 07204; and,

WHEREAS, the purpose of the Agreement was to effectuate off-street parking arrangements managed by the Borough; and,

WHEREAS, the governing body of the Borough adopted Ordinance No. 2553 which amended Chapter VII, entitled "Traffic," of the municipal code so as to regulate parking, permitting procedure, and handicapped accommodations on the side; and,

WHEREAS, on June 6, 2019, the governing body of the Borough adopted Resolution No. 122-19 authorizing the termination of said Agreement; and,

WHEREAS, said Agreement was effectively terminated, with notice being sent and served upon the Landlord; and,

WHEREAS, it is the recommendation of the Borough Clerk, and other staff professionals, that the municipal code be amended in kind so as to avoid future confusion, and maintain accuracy and consistency throughout; and,

WHEREAS, the governing body is in agreement with these facts and said recommendation.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey as follows:

SECTION 1. 7-39.5 Handicapped Parking on All Other Private Property.

In accordance with the provisions of N.J.S.A. 39:5A-1; the following off-street parking locations are designated as handicapped parking. Such spaces are for use by persons who have been issued special identification cards, plates or placards by the Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these spaces.

<i>Property</i>	<i>No. of Spaces</i>	<i>Location</i>
RESERVED	RESERVED	RESERVED
515 Locust Street	2 Spaces	Block 503, Lots 9 & 10 with certain contractual exemptions.

SECTION 2. 7-40.3 Regulation for the Movement and the Parking of Traffic on All Other Private Property.

In accordance with the provisions of N.J.S.A. 39:5A-1 the regulations of Subtitle 1 of the Title 39 are hereby made applicable to the properties listed below.

Property

Regulation

a. Entranceway to Green Acres Facility - West Lincoln Avenue

1. No Parking.

South side From the point of intersection of the southerly sideline of West Lincoln Avenue with the easterly sideline of Pine Street to a point 41 feet west of said point

2. No Stopping or Standing

Green Acres Facility Parking Area Fire Lane
Anytime

Beginning at a point in the extension of the southerly curbline of West Lincoln Avenue, distant 10 feet west of the intersection of the said curbline with the westerly curbline of Pine Street: Thence (1) westerly along the extension of the curbline on West Lincoln Avenue, 40 feet;

Thence (2) southerly - perpendicular to the southerly curbline of West Lincoln Avenue, 79 feet to a point;

Thence (3) westerly, parallel to the westerly curbline of West Lincoln Avenue, 50 feet to a point;

Thence (4) northerly parallel to the 2nd course, 34 feet to a point;

Thence (5) easterly parallel to the westerly curbline of West Lincoln Avenue, 20 feet to a point;

Thence (6) northerly parallel to the second course, 69 feet to a point;

Thence (7) easterly, parallel to the first course, 70 feet to a point;

Thence (8) southerly, parallel to the second course 24 feet to the point of beginning.

~~b. 515 Locust Street
Block 503, Lots 9 & 10
with certain exemptions.~~

~~1. Intent.~~

~~It is the intent of the Borough of Roselle Park to secure this private property for use by Borough residents to~~

~~further off-street and commuter parking arrangements by Borough-issued permit.~~

2. ~~Permit Required.~~

~~The Borough Clerk shall issue permits to residents who wish to park their automobiles at this location on a first-come first-serve basis. Permits shall not be issued to anyone or any entity other than a bona fide resident of the Borough of Roselle Park. Applicants for such permits shall be required to present one (1) proof of residency along with a copy of a valid vehicle registration bearing the name of the applicant. Applicants may, at their option, add one (1) additional vehicle registration to their permit that bears their name and/or address. Proof of residency may include, but shall not be limited to: a valid driver's license, a residential rent/lease agreement, or a copy of a utility bill.~~

~~Permits shall be issued at a cost of \$468.00 per permit effective November 1, 2018. All permits shall be issued on an annual basis valid each year from January 1st until December 31st; except that the first issuance of permits shall be valid from November 1, 2018 to December 31, 2019. Permit fees shall not be pro-rated.~~

~~The number of permits issued for this purpose shall not exceed fifty five (55).~~

~~Should the holder of a permit move from the Borough of Roselle Park at any point during the year, they must notify the Borough Clerk and return their permit immediately. Permit fees shall not be refundable.~~

3. ~~Prohibitions.~~

~~It shall be unlawful for any person to sell, rent, transfer or lease, or cause to be sold, rented, transferred or leased any parking permit.~~

4. ~~Violations and Penalties.~~

~~Any person who violates any section of this chapter shall be subject to the penalty set forth in Section 7-4 of this chapter. In addition, anyone who violates any section of this chapter shall subject their vehicle to be towed at the owner's expense.~~

SECTION 3. Invalidation.

If any section or portion of a section of this Code shall be invalid for any reason, such invalidity shall not affect the validity of the remaining sections or portions of this Ordinance.

SECTION 4. Inconsistent Ordinances Repealed.

All Ordinances or parts of Ordinances, to the extent that they are inconsistent herewith, are hereby repealed.

SECTION 5. Captions.

Captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, all strike through text ~~thus~~ should be considered a deletion from Borough Code, and all bolded text **thus** should be considered an addition to Borough Code.

SECTION 6. Effective Date.

This Ordinance shall become effective upon publication and in accordance with law.

ORDINANCE NO. 2600

**AN ORDINANCE AMENDING CHAPTER III, SECTION 3-9,
ENTITLED, "PEACE AND GOOD ORDER," OF
THE CODE OF THE BOROUGH OF ROSELLE PARK**

WHEREAS, based upon certain quality of life concerns expressed by residents of the Borough it is the agreement of the governing body that Section 3-9 of the Municipal Code be updated and thereby amended so to reflect added terms and provisions.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter XIII of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Additional Prohibition(s)

3-9.1 Prohibitions.

No person or contractor shall, within the limits of the Borough:

- a. Play, operate or use any television, radio, phonograph or tape equipment or other sound-producing instrument, device or apparatus in such a manner that the sound thereof shall annoy any person or persons or disturb the comfort, rest or repose of any person or persons.
- b. Permit, make or continue or cause to be permitted, made or continued any unnecessary noise, produced by human or mechanical means, which shall disturb the comfort, rest, and repose of any person or persons being in his or their place of abode or at any public or private meeting or at church services.
- c. Keep or harbor any dog or other animal which shall disturb the neighborhood by excessive barking, whining or howling.
- d. Throw or discard any cans, bottles, refuse or garbage of any kind whatsoever into the waters of any pond, stream, lake or river, or upon a public street or public place, or discharge any sewage or waste into the waters or places, or any of them, or pollute the waters in any manner whatsoever.
- e. Throw any papers, sticks, glass, metal or any hard, dangerous or offensive substances upon any sidewalk, street, highway or public place or at any automobile, vehicle, house, building, fence or person.
- f. Participate in any practice, sport or exercise in such a manner so as to annoy, disturb or frighten any person or persons on any sidewalk, street, road, park or other private or public place.
- g. Disrupt or disturb the exercises of any public school or any lawful assembly therein, or interfere with or annoy any child attending such school or any teacher therein.
- h. Intentionally, willfully or maliciously destroy or injure any of the wires, posts, machines, bells, signs, boxes, box or any other apparatus of any fire alarm system or intentionally, willfully or maliciously interfere with the same or any part thereof or hinder or impede any of the operations intended to be accomplished thereby.

- i. Hinder, prevent or deter by any device whatsoever any Firefighter or any person from rendering lawful assistance in abating or quenching a fire, or hinder or interfere with any Firefighter going to or returning from any fire or place from which a fire alarm proceeds, or hinder or obstruct any fire engine, hook and ladder truck, hose cart or other fire apparatus going to or from any place from which a fire alarm proceeds or where any building or property may be burning.
- j. Interfere with or obstruct a Police Officer (whether a regular Police Officer or Special Law Enforcement Officer), a member of the auxiliary Police of the Civil Defense-Disaster Control Bureau or a member of the First Aid Squad of the Borough, whether in uniform or not, in the carrying out of his duties or functions.
- k. Enter or remain upon the land or property of any person without lawful permission to do so.
- l. Urinating, expectorating or defecating in a public place, other than a wash room or toilet room, under circumstances where such act is or could be observed by a member of the public situated in or near a public place. The term "public place," for the purposes of the within section is defined as "an area generally visible to the public view and includes but is not limited to streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles, buildings open to the public and doorways and entrances to buildings or dwellings and the grounds enclosing same."
- m. Operate or permit the use or operation of any mechanically powered saws, drills, sanders, grinders and tools, including similar devices outdoors in residential areas.
 1. Exceptions:
 - (a) Any person shall be permitted to use or operate any mechanically powered saws, drills, sanders, grinders and tools, including similar devices outdoors in residential areas on Monday through Friday from 7:00 a.m. to dusk.
 - (b) Any person shall be permitted to use or operation of any mechanically powered saws, drills, sanders, grinders and tools, including similar devices outdoors in residential areas on Saturdays, Sundays and/or holidays from 8:00 a.m. to dusk.
 - (c) In cases of emergency and/or in the interest of the public health.
- n. **Utilize, permit, or otherwise cause any light-emitting object or fixture to be reflected toward or shined within or upon a residential structure in such a manner that the illumination and glare caused thereof shall disturb the comfort, rest or repose of any person or persons.**

SECTION 2. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances, to the extent that they are inconsistent herewith, are hereby repealed.

SECTION 3. Captions.

Captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, all strike through text should be considered a deletion, and all bolded text should be considered an addition.

SECTION 4. Effective Date.

This amendment to the Code of the Borough of Roselle Park shall become effective upon publication and in accordance with law.

ORDINANCE NO. 2601

**AN ORDINANCE APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND
AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT
WITH MERIDIA AT PARK SQUARE URBAN RENEWAL, ROSELLE PARK, LLC**

WHEREAS, the Borough of Roselle Park, in the County of Union, New Jersey (the “**Borough**”), a public body corporate and politic of the State of New Jersey (the “**State**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Borough constitute an area in need of rehabilitation and/or an area in need of redevelopment; and,

WHEREAS, pursuant to the Redevelopment Law, improvements to property located within an area in need of rehabilitation or redevelopment may qualify for long term tax exemptions under the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”); and,

WHEREAS, pursuant to the Redevelopment Law, by resolution duly adopted on October 16, 2017, the governing body of the Borough (the “**Borough Council**”), designated the properties identified on the Tax Maps of the Borough as Block 610, Lots 1 and 3 (the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law; and,

WHEREAS, the Borough Council designated the Borough as the redevelopment entity responsible for implementing and carrying out redevelopment plans pursuant to the Redevelopment Law; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-7*, on September 6, 2018, the Borough Council duly adopted an ordinance approving a redevelopment plan (and as same may be further amended from time to time, the “**Redevelopment Plan**”) for the Redevelopment Area; and,

WHEREAS, on September 20, 2018, the Borough Council adopted a resolution conditionally designating Meridia at Park Square, Roselle Park, LLC as the conditional redeveloper of the Redevelopment Area; and,

WHEREAS, in order to effectuate the Redevelopment Plan, on May 16, 2019 the Borough Council adopted Resolution #169-19 authorizing the execution of a redevelopment agreement in order to designate Meridia at Park Square Urban Renewal, Roselle Park, LLC (the “**Redeveloper**”) as the “redeveloper”, as that term is used in the Redevelopment Law, to redevelop the Redevelopment Area with the Original Project (as defined herein) and to set forth the terms and conditions with respect to such development (the “**Original Redevelopment Agreement**”); and,

WHEREAS, on May 28, 2019, the Borough entered into the Original Redevelopment Agreement with the Redeveloper under which the Redeveloper was to design, develop, finance, construct and implement on the Redevelopment Area a mixed use project consisting of (A) a minimum of two (2) occupied structures each with a maximum of five (5) stories including (i) commercial and retail components totaling a minimum of 16,000 square feet on the ground level; and (ii) a maximum of three hundred and twenty-five (325) residential units, all located above the ground level, including (a) three hundred and nine (309) market-rate units consisting of (1) a maximum of fifty (50) studios, (2) a minimum of one hundred and fifty (150) one bedroom units and (3) a maximum of one hundred twenty-five (125) two bedroom units; and (b) sixteen (16) Affordable Units in Phase 2; (B) on-site parking to include a minimum of 500 spaces with ten (10) dedicated, identified, reserved, non-residential, parking spaces available for public use at no-charge located within the surface parking area of the Property; and (C) appropriate on-site and off-site infrastructure, amenities and related improvements; all in accordance with the provisions of the

Redevelopment Law, the Redevelopment Plan and the Design Standards (collectively, the “**Original Project**”); and,

WHEREAS, as a result of the meeting between the Redeveloper and the Borough Development Review Committee on July 29, 2019 and review of the Original Project by the Borough, the Borough requested that the Redeveloper revise the Original Project to (i) include (a) a four-way intersection located at Chestnut Street and West Westfield Avenue, (b) a right turn only, exit only onto Locust Street; and (c) reconfigured parking; and (ii) eliminate the sixteen Affordable Units; and,

WHEREAS, as a result of those modifications, the Redeveloper shall now design, develop, finance, construct and implement on the Redevelopment Area a mixed use project consisting of (A) a minimum of two (2) occupied structures each with a maximum of five (5) stories including a total of (i) commercial and retail components totaling a minimum of 16,000 square feet on the ground level; and (ii) a maximum of three hundred and twenty-five (325) residential units, all located above the ground level, including (a) a maximum of fifty (50) studios, (b) a minimum of one hundred and fifty (150) one bedroom units and (c) a maximum of one hundred twenty-five (125) two bedroom units; (B) on-site parking to include a minimum of 500 spaces with ten (10) dedicated, identified, reserved, non-residential, parking spaces available for public use at no-charge located within the surface parking area of the Property; (C) a four-way intersection located at Chestnut Street and West Westfield Avenue; (D) a right turn only, exit only onto Locust Street; and (E) appropriate on-site and off-site infrastructure, amenities and related improvements; all in accordance with the provisions of the Redevelopment Law, the Redevelopment Plan and the Design Standards (collectively, the “**Project**”); and,

WHEREAS, on December 19, 2019 the Borough Council adopted a resolution designating the Redeveloper, as the “redeveloper” (as such term is defined and permitted by the Exemption Law) of the Redevelopment Area and authorizing the execution of a redevelopment agreement the (“**Amended and Restated Redevelopment Agreement**”); and,

WHEREAS, the Borough and the Redeveloper entered into the Amended and Restated Redevelopment Agreement that sets forth the terms and conditions upon which the Redevelopment Area is to be redeveloped with the Project; and,

WHEREAS, the Project will conform to the Redevelopment Plan and the Amended and Restated Redevelopment Agreement and all applicable municipal zoning ordinances to the extent it contains provisions that are relevant to the Project and will be in conformance with the master plan of the Borough; and,

WHEREAS, the provisions of the Exemption Law authorize the Borough to accept, in lieu of real property taxes, an Annual Service Charge (as defined in the Exemption Law), to be paid by the Redeveloper to the Borough in connection with the Project; and,

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Redeveloper submitted to the Mayor an application (the “**Application**”), which is on file with the Borough Clerk, seeking a tax exemption in connection with the Project pursuant to the Exemption Law in exchange for which the Redeveloper proposes to make payments to the Borough of Annual Service Charges in lieu of taxes; and,

WHEREAS, the Redeveloper also submitted to the Mayor a form of financial agreement attached to the Application, establishing the rights, responsibilities and obligations of the Redeveloper; and,

WHEREAS, the Mayor submitted the Application and the financial agreement attached hereto as Exhibit A (the “**Financial Agreement**”) to the Borough Council with his recommendation for approval, a copy of which recommendation is on file with the Borough Clerk; and,

WHEREAS, upon review of the Application and the Mayor’s recommendation, the Borough Council has made the following findings with respect to the Project pursuant to *N.J.S.A. 40A:20-11*:

A. Relative Benefits of the Project:

The Project Site is approximately 3.85 acres. It was previously utilized with an automobile dealership but is currently underutilized. The Project will create approximately 457 construction jobs and 56 permanent jobs (11 for residential component, 45 for commercial/retail component). The Project will generate significant amounts of new municipal revenues through the Annual Service Charge and water/sewer fees. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

WHEREAS, in accordance with the provisions of the Exemption Law, the Borough Council desires to approve the Application and the Financial Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey as follows:

SECTION 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

SECTION 2. The Application submitted by the Redeveloper is hereby approved in accordance with Section 8 of the Exemption Law.

SECTION 3. The Mayor is hereby authorized and directed to execute the Financial Agreement substantially in the form attached as Exhibit A together with such additions, deletions and other modifications deemed necessary upon consultation with counsel to the Borough, and prepare, amend or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions, as deemed necessary and appropriate.

SECTION 4. The Clerk of the Borough is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Borough upon such document.

SECTION 5. The Borough Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough in accordance with Section 12 of the Exemption Law.

SECTION 6. In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Redeveloper, the Borough Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Union County and to the Union County Counsel for informational purposes.

SECTION 7. The Mayor and Borough Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Borough, in consultation with Borough counsel, as is necessary to effectuate the terms of the Financial Agreement.

SECTION 8. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

SECTION 9. This ordinance shall take effect in accordance with all applicable laws.

**Exhibit A
Of Ordinance No. 2601**

“The Financial Agreement”

FINANCIAL AGREEMENT

BY AND BETWEEN

THE BOROUGH OF ROSELLE PARK

AND

MERIDIA AT PARK SQUARE URBAN RENEWAL, ROSELLE PARK, LLC

DATED AS OF _____, 2019

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FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter this “**Agreement**”), made this ___ day of ___, 2019 (the “**Effective Date**”) by and between **MERIDIA AT PARK SQUARE URBAN RENEWAL, ROSELLE PARK, LLC**, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “**Long Term Tax Exemption Law**”), with offices at 201 South Wood Avenue, Linden, New Jersey 07036 (the “**Entity**” or “**Redeveloper**”) and the **BOROUGH OF ROSELLE PARK**, a municipal corporation in the County of Union and the State of New Jersey (the “**Borough**”, and together with the Entity, the “**Parties**” and each a “**Party**”).

WITNESSETH:

WHEREAS, the Entity is the owner of the property identified on the Tax Maps of the Borough as Block 610, Lots 1 and 3 and more commonly known as 10 West Westfield Avenue and more particularly described by the metes and bounds description (the “**Property**”) as set forth in *Exhibit A* attached hereto; and

WHEREAS, the Property is located within the 10 West Westfield Avenue Redevelopment Area (the “**Redevelopment Area**”), which has been designated as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “**Local Redevelopment and Housing Law**”) by Resolution Number 293-17 finally adopted on October 19, 2017; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, on September 6, 2018, the Borough duly adopted Ordinance Number 2544 approving the redevelopment plan entitled, “10 West Westfield Avenue Redevelopment Plan Block 610, Lots 1 and 3” (as same may be further amended from time to time, the “**Redevelopment Plan**”) for the Redevelopment Area; and

WHEREAS, the proposed project to be undertaken on the Property is the design, development, financing, construction and implementation on the Redevelopment Area of a mixed use project consisting of (A) a minimum of two (2) occupied structures each with a maximum of five (5) stories including a total of (i) commercial and retail components totaling a minimum of 16,000 square feet on the ground level; and (ii) a maximum of three hundred and twenty-five (325) residential units, all located above the ground level, including (a) a maximum of fifty (50) studios, (b) a minimum of one hundred and fifty (150) one bedroom units and (c) a maximum of one hundred twenty-five (125) two bedroom units; (B) on-site parking to include a minimum of 500 spaces with ten (10) dedicated, identified, reserved, non-residential, parking spaces available for public use at no-charge located within the surface parking area of the Property; (C) a four-way intersection located at Chestnut Street and West Westfield Avenue; (D) a right turn only, exit only onto Locust Street; and (E) appropriate on-site and off-site infrastructure, amenities and related improvements; all in accordance with the provisions of the Redevelopment Law, the Redevelopment Plan and the Design Standards, (collectively and as further defined herein, the “**Project**”); and

WHEREAS, the Entity has submitted an application to the Borough for the approval of a tax exemption for the Project pursuant to the Long Term Tax Exemption Law (the “**Application**”), which Application is attached hereto as *Exhibit B*;

WHEREAS, on _____, 2019, the council of the Borough (the “**Borough Council**”) finally adopted an ordinance entitled, “Ordinance of the Borough Roselle Park, in the County of Union, New Jersey, Approving Application for a Long Term Tax Exemption and Authorizing the Execution of a Financial Agreement with Meridia at Park Square Urban Renewal, Roselle Park, LLC” a copy of which is attached hereto as *Exhibit C* (the “**Ordinance**”); and

WHEREAS, the Borough made the following findings with respect to the Project:

A. Relative Benefits of the Project:

The Redevelopment Area is approximately 3.85 acres. It was previously utilized with an automobile dealership but is currently underutilized. The Project will create approximately 457 construction jobs and 56 permanent jobs (11 for residential component, 45 for commercial/retail component). The Project will generate significant amounts of new municipal revenues through the Annual Service Charge and water/sewer fees. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

GENERAL PROVISIONS

Governing Law

This Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, (b) the Ordinance, and (c) all other Applicable Laws. It is expressly understood and agreed that the Borough expressly relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

General Definitions

The following terms shall have the meanings assigned to such term in the preambles hereof:

Agreement

Application

Borough

Borough Council

Entity

Effective Date

Local Redevelopment and Housing Law

Long Term Tax Exemption Law

Ordinance

Party/Parties

Project

Property

Redeveloper

Redevelopment Area

Redevelopment Plan

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean (capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Redevelopment Agreement):

Administrative Fee – The fee paid to the Borough by the Entity, as set forth in Section 4.06 of the Agreement.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3(b).

Allowable Profit Rate - As defined by N.J.S.A. 40A:20-3(b).

Annual Gross Revenue – As defined by N.J.S.A. 40A:20-3(a).

Annual Service Charge - The amount the Entity has agreed to pay the Borough, or its designee, pursuant to Article IV for municipal services supplied to the Project, which sum is in lieu of any

taxes on the Land and Improvements, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – The first day of the month following the month any Phase of the Project receives a permanent Certificate of Occupancy.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Local Redevelopment and Housing Law, the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in N.J.S.A. 40A:20-3(c). The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy - A temporary (if temporary or conditional for the limited reasons of grading, seeding, landscaping and/or surface pavement course) or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Borough authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

County – The County of Union.

Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by this Agreement.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

Default Notice – As defined in Section 15.02.

Financial Plan – The plan attached to the Application as Exhibit 14.

Improvements - Any building, structure or fixture permanently affixed to the Land and to be constructed and exempt under this Agreement.

In Rem Tax Foreclosure - A summary proceeding by which the Borough may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of N.J.S.A. 54:5-1 et seq.

In Rem Tax Foreclosure Act – N.J.S.A. 54:5-104.29 et seq., as the same may be amended or supplemented from time to time.

Land – The real property, but not the Improvements, known as Block 610, Lots 1 and 3 on the tax maps of the Borough, and more particularly described by the metes and bounds description set forth in Exhibit A of this Agreement.

Land Taxes - The amount of taxes assessed on the value of the Land, in the event it is determined that the Land is not exempt, exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments - Payments made on the quarterly due dates, **including approved grace periods, if any,** for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – As defined in Section 4.07.

Minimum Annual Service Charge – As defined in Section 4.03.

Net Profit – The Annual Gross Revenue of the Entity **pertaining to the Property,** less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c), which includes, but is not limited to, the Debt Service and an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement **as well as all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).**

Redevelopment Agreement – As defined in Section 2.03.

Site Plan – The site plan approved by the Borough’s Land Use Board.

State – The State of New Jersey.

Tax Assessor – The Borough tax assessor.

Tax Collector – The Borough tax collector.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Termination – **Expiration of the term of this Agreement in accordance with Article III or any** action or omission which by operation of the terms of this Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in N.J.S.A. 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

Interpretation and Construction

In this Agreement, unless the context otherwise requires:

The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than 10 days nor more than 20 days, unless the context dictates otherwise.

All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

{End of Article I}

APPROVAL

Approval of Tax Exemption

The Borough has granted and does hereby grant its approval for a tax exemption for the Project in accordance with the provisions of the Long Term Tax Exemption Law on the Property. Pursuant to the Ordinance, the Land and Improvements to be constructed and maintained by the Entity shall be exempt from taxation as provided for herein.

Approval of the Entity

Approval is granted to the Entity based on its representation that its Certificate of Incorporation attached to the Application as Exhibit 2 thereto contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

Improvements to be Constructed

The Entity represents that it will construct or cause the Improvements to be constructed in accordance with the Redevelopment Plan, the Site Plan and the redevelopment agreement between the Borough and the Entity (the “**Redevelopment Agreement**”).

Construction Schedule

The Entity agrees to commence and complete construction in accordance with the Project Schedule as set forth in the Redevelopment Agreement.

Ownership, Management and Control

The Entity represents that it is the Owner of the Property. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan and all Applicable Laws.

Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan set forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

{End of Article II}

DURATION OF AGREEMENT

Term

This Agreement is effective on the Effective Date. So long as there is compliance with the Applicable Laws and this Agreement, it is understood and agreed by the Parties that this Agreement, including the obligation to pay Annual Service Charges under Article IV and the tax exemption granted and referred to in Section 2.01, shall remain in effect until the earlier of (i) 35 years from the date of the Effective Date or (ii) 30 years from the Annual Service Charge Start Date for the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is leased by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law. **Upon** Termination, the tax exemption for the Project shall expire and the Land and Improvements shall thereafter be assessed and taxed according to the general laws applicable to other non exempt property in the Borough. **Upon Termination** all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13. Notwithstanding the above, if the Entity fails to commence construction within 24 months of the Effective Date, then the Borough may terminate the Agreement upon 10 days prior written notice to the Entity.

Date of Termination

Upon any Termination of the tax exemption, as described in Section **3.01**, the date of such Termination shall be deemed to be the last day of the fiscal year of the Entity.

Voluntary Termination by Entity

The Entity may at any time after the expiration of one year from the completion of the Project notify the Borough that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon **Termination** of the Agreement, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Borough's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

SECTION 3.04 Termination by the Borough

In the event that the Entity does not commence construction of vertical development within three (3) years from the Effective Date of this Agreement, this Agreement shall automatically terminate and be deemed null and void and cease to apply. The Mayor of the Borough, with the advice of counsel, shall notify the Redeveloper by a letter in writing that this commencement requirement in Section 3.04 has been satisfied and no longer applies. If the Agreement terminates pursuant to this Section 3.04, the Entity must reapply for any and all approvals and exemptions required for the Project.

{End of Article III}

ANNUAL SERVICE CHARGE

Annual Service Charge Consent

The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the Borough of any provisions of this Agreement. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

Payment of Annual Service Charge

In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

Payment of the Annual Service Charge shall be made to the Borough on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date in accordance with the Borough's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within 90 days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the **Termination** of the Agreement.

In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, the amount past due shall bear the highest rate of interest permitted under applicable State law and then being assessed by the Borough against other delinquent taxpayers in the case of unpaid taxes or tax liens on land until paid.

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Borough during the tax year, in accordance with Applicable Law.

Annual Service Charge Amount

Pursuant to N.J.S.A. 40A:20-12, the Annual Service Charge shall be an amount equal to 10.5% of Annual Gross Revenues of the Entity until December 31st immediately following the tenth anniversary of the Annual Service Charge Start Date. Thereafter, the Annual Service Charge shall be an amount equal to 13% of Annual Gross Revenues of the Entity. The first partial year of the Annual Service Charge shall be billed based on the Minimum Annual Service Charge. Notwithstanding the above, the Annual Service Charge shall not be less than the amount of the

total taxes levied against the Property for the last full year the Property was subject to taxation (the “**Minimum Annual Service Charge**”).

Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of the Agreement to the contrary, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect. Further, any and all tax appeals currently pending on the Land or existing improvements have been withdrawn.

Land Taxes

The Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables. Land Taxes shall be separately assessed for the Property, and shall be assessed only on the Land without regard to any improvements or increase in value to the Land because of the Improvements, or increase in value to the Land due to the zoning approvals or redevelopment plan applicable to the Land. The payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge. The Entity is required to make payment of both the Annual Service Charge and the Land Tax Payments, if applicable. The Entity is required to pay the full Land Tax Payments in any given year and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Tax Payment in a timely manner shall constitute a violation and breach of this Agreement. The Borough shall, among its other remedies, have the right to proceed against the Property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default under this Agreement upon 60 days written notice to the Entity.

Schedule of Stage Adjustments to Annual Service Charge

Pursuant to N.J.S.A. 40A:20-12(b), the Annual Service Charge shall be adjusted as follows:

Stage One. Commencing on the Annual Service Charge Start Date through the fifth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable.

Stage Two. From the sixth year through the tenth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 20% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

Stage Three. From the eleventh year through the fifteenth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 40% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

Stage Four. From the sixteenth year through the twentieth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 60% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

Fifth Stage. From the twenty-first year through the thirtieth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

Administrative Fee

The Entity shall pay a fee of \$15,000 on the Effective Date to offset the costs and expenses of the Borough associated with this Agreement and the Redevelopment Agreement. The Entity shall pay a fee equal to 2% of the Annual Service Charge annually on the same dates as it shall pay the Annual Service Charge.

Material Conditions

It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, Land Taxes, if applicable, and the Administrative Fee are material conditions of this Agreement (the “**Material Conditions**”). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

No Reduction in Payment of the Annual Service Charge

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.03 hereof shall be reduced, amended or otherwise modified during the Term of this Agreement.

Annual Service Charges as Municipal Lien

In accordance with the provisions of the Long Term Tax Exemption Law, the Annual Service Charge shall be and constitute a continuous municipal lien on the Property and the Improvements.

Security for Payment of Annual Service Charges

In order to secure the full and timely payment of the Annual Service Charges, the Borough on its own behalf reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

{End of Article IV}

REMEDIES

Dispute Resolution

In the event of a breach of this Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, then the Parties shall submit the dispute to an arbitrator mutually selected and agreed to by the Parties. If the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator, who in turn will mutually select a third arbitrator. The arbitrator retained to resolve the dispute shall abide by the rules and regulations of arbitration as set forth and/or followed by the American Arbitration Association in the State of New Jersey in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing Party. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a dispute or breach occurs. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Remedies

In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV, the Borough in addition to its other remedies, reserves the right to proceed against the Project, in the manner provided by Applicable Law, including the Tax Sale Law and the *In Rem* Tax Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charges were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Borough to proceed in the above-mentioned manner.

{End of Article V}

CERTIFICATE OF OCCUPANCY

Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner.

Filing of Certificate of Occupancy

It shall be the responsibility of the Entity to promptly file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the Borough, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

{End of Article VI}

ANNUAL AUDITS

Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed by Applicable Law.

Periodic Reports

Auditor's Report: Within 90 days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, for the duration of this Agreement, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year pursuant to N.J.S.A. 40A:20-3(c). The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports.

Total Project Cost Audit: Within 90 days after the final Certificate of Occupancy is issued for the Project, the Entity shall, unless this Agreement is terminated, submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs in the form attached as Exhibit 11 to the Application.

Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, Borough Council, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Borough may request from time to time.

Inspection

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Borough and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). Such inspection shall be made upon 10 days written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

Limitation on Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits and dividends pursuant to the provisions of N.J.S.A. 40A:20-15. Pursuant to N.J.S.A. 40A:20-3(b) and (c), this calculation shall be completed in accordance with generally accepted accounting principles.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 10% of the Annual Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve shall be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

Payment of Dividend and Excess Profit Charge

In the event the Net Profits of the Entity in any fiscal year shall exceed the Allowable Net Profits for such period, then the Entity, within 90 days after the end of such fiscal year shall pay such excess Net Profits to the Borough as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to N.J.S.A. 40A:20-3(c) and 40A:20-15.

The Parties agree that any excess Net Profit will be retained by the Borough as additional Annual Service Charge.

{End of Article VII}

ASSIGNMENT AND/OR ASSUMPTION

Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable

Law

The Entity shall not voluntarily transfer more than 10% of the Project, until it has removed itself and the Project from all restrictions under this Agreement. The Entity shall, however, be permitted to transfer all or any portion of the Project to another urban renewal entity approved by the Borough as follows:

As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Borough, on written application by the Entity after completion of the Project, will consent to a sale of the Project and the transfer of this Agreement provided: (i) the transferee entity does not own or lease any other Project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Borough in regard to the Project; and (vi) the principal owners of the transferee entity possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The Entity shall pay an administrative transfer fee equal to 2% of the then applicable Annual Service Charge for that portion of the Project being transferred for processing any such application by the Entity.

Severability

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Borough Council by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which are basic to, embraced in, or underlying the exempt Improvements.

Subordination of Fee Title

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges, and to the rights of the Borough hereunder to encumber and/or assign the lease to the Land and/or Improvements, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

{End of Article VIII}

BOROUGH DETERMINATIONS AND OBLIGATIONS

Relative Benefits

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11(a), the Borough hereby finds and determines that this Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the Borough and its citizens despite the tax exemption granted hereunder. The Project Site was previously utilized with an automobile dealership, but is currently underutilized. The Project will create approximately 457 construction jobs and 56 permanent jobs. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and water/sewer fees. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

Importance of Tax Exemption

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11(b), the Borough hereby finds and determines that it has reviewed the Application and accompanying financial information and it has determined that this Agreement is a critical incentive for the Entity to undertake the Project in the Borough due to the extraordinary costs associated with the development of the Property. The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

{End of Article IX}

WAIVER

Waiver

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or the Entity of any rights and remedies provided by the Applicable Law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Borough or the Entity has under law, in equity, or under any provision of this Agreement.

{End of Article X}

NOTICE

Notice

Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

When sent to the Entity it shall be addressed as follows:

Meridia at Park Square Urban Renewal, Roselle Park, LLC
201 South Wood Avenue
Linden, New Jersey, 07036

with copies to:

Dennis Liloia, Esq.
201 South Wood Avenue
Linden, New Jersey 07036
Email: dennis@capodagli.com

When sent to the Borough, it shall be addressed as follows:

Borough of Roselle Park
110 East Westfield Avenue
Roselle Park, New Jersey 07204
ATTN: Mayor and Clerk

with copies to

Kevin McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Email: kmcmanimon@msbnj.com

The notice to the Borough shall identify the subject with the tax account numbers of the tax parcels comprising the Property.

{End of Article XI}

COMPLIANCE

Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the Borough, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

{End of Article XII}

CONSTRUCTION

Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

{End of Article XIII}

INDEMNIFICATION

Indemnification

It is understood and agreed that in the event the Borough shall be named as a party defendant in any action brought against the Borough or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the Borough harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of N.J.S.A. 40A:20-1 et seq., and/or any other Applicable Law except for any misconduct by the Borough or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. However, the Borough maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense thereof to be borne by the Entity to a maximum of \$25,000.

{End of Article XIV}

DEFAULT

Default

Default shall be failure of the Entity to conform to the terms of this Agreement and failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period. In addition to the foregoing, termination of the Redevelopment Agreement by the Borough shall constitute a Default hereunder. In such event, no cure period shall apply to such Default and the Borough may immediately exercise any remedies available to it under this Agreement, including the right to terminate this Agreement.

Cure Upon Default

Should a Party be in Default of any obligation under this Agreement, the non-defaulting Party shall notify the defaulting Party and any mortgagee, if applicable, of the Entity in writing of said Default (the “**Default Notice**”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have 60 days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge which default must be cured within 10 days from the date of its receipt of the Default Notice) provided such cure can reasonably be effected within such 60 day period in which case Entity shall have such additional time to cure as reasonably necessary to effect same. In the event of any uncured Default by the Entity, the Borough shall have the right to proceed against the Property pursuant to Applicable Law. Upon any Default in payment of any installment of the Annual Service Charge, the Borough shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Act.

Remedies Upon Default Cumulative; No Waiver

Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of their remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge, and/or the Administrative Fee and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges, Administrative Fee or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 15.02, the Borough has the right to terminate this Agreement upon 30 days written notice to the Entity.

Final Accounting

Within 90 days after the date of Termination, the Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

{End of Article XV}

MISCELLANEOUS

Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

Oral Representations

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Ordinance of the Borough authorizing this Agreement, and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

Entire Document

All conditions in the Ordinance of the Borough Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Good Faith

In their dealings with each other, the Parties agree that they shall act in good faith.

Recording

This entire Agreement will be filed and recorded with the Union County Clerk by the Entity at the Entity's expense.

Municipal Services

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for Land Taxes (but only if the Land is determined not to be exempt pursuant to the Long Term Tax Exemption Law) and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

Annual Service Charge Paid to County

Pursuant to N.J.S.A. 40A:20-12, the Borough shall remit 5% of the Annual Service Charge to Union County.

Financing Matters

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Application.

Counterparts

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

Certification

The Municipal Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that an Agreement with an urban renewal entity, i.e., the Entity, for the development of the Redevelopment Area, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, et seq. Delivery by the Municipal Clerk to the Tax Assessor of a certified copy of the Ordinance and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, upon the adoption of this Agreement, a certified copy of the Ordinance and this Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Municipal Clerk.

SECTION 16.12 Severability

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

{End of Article XVI}

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first above written.

**MERIDIA AT PARK SQUARE URBAN RENEWAL
ROSELLE PARK, LLC**

BY: _____,
George Capodagli
Managing Member

BOROUGH OF ROSELLE PARK

BY: _____
Joseph Signorello, III, Mayor

STATE OF NEW JERSEY :

: ss.:

COUNTY OF UNION :

BE IT REMEMBERED, that on this _____ day of _____, 2019 before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the **BOROUGH OF ROSELLE PARK, NEW JERSEY**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Borough of Roselle Park and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

STATE OF NEW JERSEY :

: ss.:

COUNTY OF UNION :

:

BE IT REMEMBERED, that on this ____ day of _____, 2019 before me, the subscriber, a Notary Public of New Jersey, personally appeared George Capodagli who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Managing Member of MERIDIA AT PARK SQUARE URAN RENEWAL ROSELLE PARK LLC, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said Managing Member as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

LIST OF EXHIBITS

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

Property Description
Application with Exhibits
Ordinance

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
EXEMPTION APPLICATION WITH EXHIBITS

**EXHIBIT C
ORDINANCE**

ORDINANCES FOR INTRODUCTION

NONE

RESOLUTIONS

RESOLUTION NO. 329-19

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. (the “MLUL”) authorizes municipalities to undertake the following actions and activities pursuant to Article 3, 40:55D-28, “Preparation; Contents; Modification:”

- a. The planning board may prepare and, after public hearing, adopt or amend a master plan or component parts thereof, to guide the use of lands within the municipality in a manner which protects public health and safety and promotes the general welfare.
- b. The master plan shall generally comprise a report or statement and land use and development proposals, with maps, diagrams and text; and,

WHEREAS, the Borough of Roselle Park commissioned The Land Conservancy of New Jersey (the “Planning Consultant”) to prepare the Environmental Resource Inventory; and,

WHEREAS, the Mayor and Council view with importance the development of said Environmental Resource Inventory and its appending to the master plan upon completion in 2020 by the Municipal Land Use Board of the Borough of Roselle Park; and,

WHEREAS, the Mayor and Council further view with importance the full adoption of said Environmental Resource Inventory in the subsequent review of the Borough’s Master Plan by the Municipal Land Use Board of the Borough of Roselle Park; and,

WHEREAS, the Planning Consultant and Environmental Resource Inventory Coordinators, also members of the Roselle Park Environmental Commission and Green Team, will formally present the Environmental Resource Inventory Plan to the Mayor and Council at a Regular Meeting after completion of the same in 2020; and,

WHEREAS, the Mayor and Council agree to support the presentation of the Environmental Resource Inventory Plan by the Environmental Resource Inventory Coordinators at a Regular Meeting of the Roselle Park Municipal Land Use Board.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey as follows:

SECTION 1: The aforementioned recitals are herein incorporated as though fully set forth and length.

SECTION 2: The Mayor and Council will (a) review the Environmental Resource Inventory upon completion, and (b) recommend that the Environmental Resource Inventory, upon completion in 2020, be presented to the Municipal Land Use Board and added as an addendum to the Borough of Roselle Park’s Master Plan.

SECTION 3: The Mayor and Council will provide for the full adoption of the Environmental Resource Inventory into the Borough of Roselle Park’s Master Plan during subsequent review to the same as a whole.

SECTION 4: The Mayor and Council intend to amend Section 2-34 of the Code of the Borough

of Roselle Park entitled, “Environmental Commission” so as to include a periodic review and update of the Environmental Resource Inventory among the Commission’s primary responsibilities.

SECTION 5: This Resolution shall take effect immediately.

RESOLUTION NO. 330-19

WHEREAS, appeals of the real property tax assessment for tax years 2017, 2018 and 2019, involving Block 913, Lot 18 have been filed by the taxpayer, 236 Westfield Avenue East, LLC; and,

WHEREAS, the Borough of Roselle Park desires to settle the tax appeals for the tax years 2017, 2018 and 2019, and the proposed settlement agreement has been reviewed and recommended by the Borough’s Special Tax Counsel, the Borough Appraiser and Tax Assessor; and,

WHEREAS, settlement of said matter as more fully set forth below is in the best interests of the Borough of Roselle Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the tax appeal settlement for the property and tax years herein is hereby authorized as follows:

1. Settlement of the 2017, 2018 and 2019 tax appeals are hereby authorized as follows:

236 East Westfield Avenue

<u>Year 2017</u>	Original <u>Assessment</u>	County <u>Board Judgment</u>	Requested Tax <u>Court Judgment</u>
Land	\$ 306,000	\$	
Improvements	\$ 1,580,700	\$ N/A	Withdrawn
Total	\$ 1,886,700	\$	

<u>Year 2018</u>	Original <u>Assessment</u>	County <u>Board Judgment</u>	Requested Tax <u>Court Judgment</u>
Land	\$ 306,000	\$	
Improvements	\$ 1,580,700	\$ N/A	Withdrawn
Total	\$ 1,886,700	\$	

<u>Year 2019</u>	Original <u>Assessment</u>	County <u>Board Judgment</u>	Requested Tax <u>Court Judgment</u>
Land	\$ 306,000	\$	\$ 306,000
Improvements	\$ 1,580,700	\$ N/A	\$ 762,400
Total	\$ 1,886,700	\$	\$ 1,068,400

2. The Mayor, Borough Clerk and Special Tax Counsel are hereby authorized and directed to execute and deliver such agreements, pleadings, stipulations or other documentation as is reasonably necessary and/or appropriate to memorialize the settlement authorized herein.

RESOLUTION NO. 331-19

WHEREAS, appeals of the real property tax assessment for tax year 2017 involving Block 1116, Lot 4 have been filed by the taxpayer, KKL, LLC; and,

WHEREAS, the Borough of Roselle Park desires to settle the tax appeals for the tax years 2017, and the proposed settlement agreement has been reviewed and recommended by the Borough’s Special Tax Counsel, the Borough Appraiser and Tax Assessor; and,

WHEREAS, settlement of said matter as more fully set forth below is in the best interests of the Borough of Roselle Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the tax appeal settlement for the property and tax year herein is hereby authorized as follows:

1. Settlement of the 2017 tax appeal is hereby authorized as follows:

442-450 East Westfield Avenue

<u>Year 2017</u>	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 345,000	\$	\$ 345,000
Improvements	\$ 826,400	\$ N/A	\$ 515,900
Total	\$ 1,171,400	\$	\$ 860,900

2. The Mayor, Borough Clerk and Special Tax Counsel are hereby authorized and directed to execute and deliver such agreements, pleadings, stipulations or other documentation as is reasonably necessary and/or appropriate to memorialize the settlement authorized herein.

RESOLUTION NO. 332-19

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that they authorize the Tax Collector to direct the Treasurer to issue one (1) check totaling \$1,785.98 payable to one (1) lien holder on one (1) property; and,

BE IT FURTHER RESOLVED that one (1) check be issued in the total amount of \$1,300.00 from the Tax Collector’s Premium Account.

BOROUGH OF ROSELLE PARK TAX COLLECTOR ANALYSIS OF LIEN REDEMPTIONS 12/5/2019														
TSC#	BLOCK	LOT	QUAL	PREMIUM	TOTAL AMOUNT REDEEMED	CERTIFICATE AMOUNT	REDEMPTION PENALTY PERCENTAGE	INTEREST ON CERTIFICATE DATE 12/5/2019	SEARCH FEE	RECORDING FEE	SUBSEQUENT TAXES PAID	INTEREST ON SUBSEQUENTS TO 12/5/2019	6% INTEREST PENALTY	LEGAL FEES
MAS CAPITAL	17-001	401	3	\$ 1,300.00	\$ 1,785.98	\$ 404.92	\$ 8.10		\$ 12.00	\$ 53.00	\$ 1,036.18	\$ 271.78		
					\$ -									
					\$ -									
					\$ -									
					\$ -									
					\$ -									
					\$ -									
					\$ -									
TOTAL				\$ 1,300.00	\$ 1,785.98	\$ 404.92	\$ 8.10	\$ -	\$ 12.00	\$ 53.00	\$ 1,036.18	\$ 271.78	\$ -	\$ -

RESOLUTION NO. 333-19

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is authorized to direct the Treasurer to issue a check in the amount of \$2,460.00 to be refunded for duplicate payment of fourth (4th) quarter 2019 taxes on Block 1004, Lot 8 (commonly known as 645 Woodland Avenue, Roselle Park, New Jersey 07204) and assessed in the name of Julieth Ortiz and John Maldonado; and,

BE IT FURTHER RESOLVED that it be noted that the aforementioned overpayment was created due to the homeowner and mortgage company both paying the tax bill, the request for refund was made by Julieth Ortiz and John Maldonado, the homeowners, and the refund be made to said homeowners per their instructions.

RESOLUTION NO. 334-19

WHEREAS, the Borough of Roselle Park desires and requires to purchase two (2) vehicles for the Department of Code Enforcement; and,

WHEREAS, in consideration of the Borough's needs, the governing body directed the exploration of the purchase of vehicles which include hybrid engine technologies; and,

WHEREAS, in furtherance of such purchase and directive, the Qualified Purchasing Agent has researched and recommended the procurement of two (2) 2020 Ford Utility Interceptor vehicles with 3.3L V6 Hybrid Engines from an authorized vendor under the Cranford Police Cooperative Pricing System pursuant to statute; and,

WHEREAS, Winner Ford of 250 Haddonfield-Berlin Road, Cherry Hill, New Jersey 08034 has been awarded Contract No. 19-01, Item No. 1 set to expire August 31, 2020 as part of the Cranford Police Cooperative Pricing System for the purchase of Ford Utility Interceptor vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the purchase of two (2) 2020 Ford Utility Interceptors be and is hereby authorized from Winner Ford of 250 Haddonfield-Berlin Road, Cherry Hill, New Jersey 08034 pursuant to Cranford Police Cooperative Pricing System Contract No. 19-01, Item No. 1, in an Amount Not to Exceed \$69,734.00.

RESOLUTION NO. 335-19

WHEREAS, the governing body adopted Resolution No. 293-19 ratifying a Memorandum of Agreement dated October 8, 2019 between the Borough of Roselle Park and the Roselle Park Clerical Group regarding wages, hours of work and other terms and conditions of employment for the period of January 1, 2020 through December 31, 2024 ; and,

WHEREAS, the governing body adopted Ordinance No. 2591 fixing the salary ranges of Clerical Group Employees of the Borough for the period of January 1, 2020 through December 31, 2024; and,

WHEREAS, as a matter of administration, the governing body wishes to now fix the specific salaries of Clerical Group Employees for years 2020, 2021, 2022, 2023 and 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that, pursuant to the provisions of Ordinance No. 2591, the

annual 2020, 2021, 2022, 2023 and 2024 salaries of the Roselle Park Clerical Group employees hereinafter named by classification or qualifier be established, fixed, and otherwise set forth effective January 1, 2020:

Classification	+2.00% Effective 1/1/2020	+2.00% Effective 1/1/2021	+2.00% Effective 1/1/2022	+2.00% Effective 1/1/2023	+2.00% Effective 1/1/2024
POLICE DEPARTMENT CLERICAL					
Clerk, Police Records/Senior	\$ 37,632	\$ 38,385	\$ 39,152	\$ 39,935	\$ 40,734
Clerk, Police Records/Junior	\$ 33,931	\$ 34,609	\$ 35,301	\$ 36,007	\$ 36,728
Clerk, Police Payroll	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
CLERK'S OFFICE CLERICAL					
Clerk, Stenographer	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Clerk, Clerk	\$ 44,050	\$ 44,931	\$ 45,830	\$ 46,746	\$ 47,681
FINANCE DEPARTMENT CLERICAL					
Clerk, Purchasing	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Bookkeeper	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Clerk Account/Senior	Not Filled	Not Filled	Not Filled	Not Filled	Not Filled
Clerk Account/Finance	\$ 45,121	\$ 46,024	\$ 46,944	\$ 47,883	\$ 48,841
CODE ENFORCEMENT DEPARTMENT CLERICAL					
Code Enforcement Officer	\$ 40,606	\$ 41,418	\$ 42,247	\$ 43,092	\$ 43,953
PUBLIC WORKS DEPARTMENT CLERICAL					
Clerk, DPW	\$ 32,037	\$ 32,678	\$ 33,332	\$ 33,998	\$ 34,678

RESOLUTION NO. 336-19

WHEREAS, it shall become necessary to expend, for some of the purposes specified in the Budget, an excess of the respective sums appropriated; and,

WHEREAS, there is an excess in one or more appropriations over and above the amount deemed necessary to fulfill the purposes of such appropriations; and,

WHEREAS, the proposed transfers do not affect any appropriation to which or from which transfers are prohibited under statute.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the below captioned transfers between appropriations be authorized pursuant to N.J.S.A. 40:4-58; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be filed forthwith with the Borough Chief Financial Officer.

CURRENT FUND TRANSFERS TO:

<u>ACCOUNT #</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
01-0240-00-01192-205	BUILDINGS & GROUNDS OE - PROF. FEES	\$ 22,000.00
01-0240-00-01192-227	BUILDINGS & GROUNDS OE - SECURITY	\$ 55,000.00
01-0240-00-01442-373	MAINT. OF VEHICLES OE - PUBLIC WORKS	\$ 30,000.00
TOTAL CURRENT FUND TRANSFERS TO		\$ 107,000.00

CURRENT FUND TRANSFERS FROM:

<u>ACCOUNT #</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
01-0240-00-01252-210	EMPLOYEE GROUP INSURANCE OE - MISC	\$ 20,000.00
01-0240-00-01258-210	INSURANCE HEALTH BENEFIT WAIVER OE - MISC	\$ 15,000.00
01-0240-00-01371-101	POLICE S&W - REGULAR	\$ 27,000.00
01-0240-00-01802-210	STREET LIGHTING OE - MISC	\$ 25,000.00
01-0240-00-01812-210	FIRE HYDRANT OE - MISC	\$ 5,000.00
01-0240-00-01842-210	ELECTRICITY OE - MISC	\$ 5,000.00
01-0240-00-01852-210	WATER OE - MISC	\$ 5,000.00
01-0240-00-01862-210	GAS OE - MISC	\$ 5,000.00
TOTAL CURRENT FUND TRANSFERS FROM		\$ 107,000.00

RESOLUTION NO. 337-19

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

WHEREAS, the Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of \$3,353.77 which item is now available as a revenue from the Body Armor Grant pursuant to the provisions of statute; and,

BE IT FURTHER RESOLVED, that the like sum of \$3,353.77 is hereby appropriated under the caption of the Body Armor Grant; and,

BE IT FURTHER RESOLVED, that the Borough Clerk forward a certified copy of this Resolution with enclosures to the Chief Financial Officer to submit the Resolution electronically to the Director of the Division of Local Government Services.

RESOLUTION NO. 338-19

WHEREAS, the governing body adopted Ordinance No. 2595 fixing the salary ranges of Non-Union Employees and Officials of the Borough of Roselle Park; and,

WHEREAS, as a matter of administration, the governing body wishes to now fix the specific salaries of such employees and officials for the year 2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that, pursuant to the provisions of Ordinance No. 2595, the annual 2020 salaries of the non-union employees and officials of the Borough hereinafter named by classification, title, and/or qualifier be established, fixed, and otherwise set forth effective January 1, 2020:

Title/Classification (Qualifier)	Effective 1/1/2020
Mayor	\$ 10,600
Councilmember	\$ 8,256
Borough Clerk	\$ 79,591
Chief Administrative Officer	\$ 20,000
Qualified Purchasing Agent	\$ 15,606
Assessment Search Officer	\$ 3,445
Deputy Borough Clerk	\$ 59,765
Community Center Director	\$ 58,000
Chief Financial Officer	\$ 128,011
Assistant Treasurer (M.P.)	\$ 75,785
Assistant Treasurer (K.L.)	\$ 52,020
Tax Assessor	\$ 20,731
Tax Collector	\$ 24,408
Tax Search Officer	\$ 2,468
Municipal Land Use Board Clerk	\$ 2,571
Fire Chief	\$ 11,817
Deputy Fire Chief	\$ 4,318
Fire Captain	\$ 2,300
Fire Lieutenant	\$ 1,535
Fire Engineer	\$ 1,535
Fire Prevention Chief Inspector	\$ 5,690
Fire Prevention Inspector	\$ 2,300
Fire Prevention Arson Investigator	\$ 1,561
Fire Prevention Clerk	\$ 2,571
Police Chief	\$ 138,960
Police Captain	\$ 126,327
Class II Special Law Enforcement Officer	\$ 26.00 per hour
Part Time Clerk (M.M.)	\$ 17.00 per hour
Emergency Management Coordinator	\$ 4,757
Deputy Emergency Management Coordinator (R.C.)	\$ 4,380
Superintendent of Public Works	\$ 91,800
Assistant Superintendent of Public Works	\$ 81,600
Part Time Clerk (M.B.)	\$ 11.00 per hour
Part Time Custodian	\$ 16.00 per hour

Recycling Coordinator	\$ 4,268
Registrar of Vital Statistics	\$ 3,976
Deputy Registrar of Vital Statistics	\$ 1,166
Recreation Secretary/Clerk	\$ 2,571
Recreation Registration Collector	\$ 1,126
Community Center Clerk	\$ 11.00 per hour
Community Center Events and Activities Staff (up to 5 hours)	\$ 60.00 per event
Community Center Events and Activities Staff (over 5 hours)	\$ 11.00 per hour
Construction Code Official/Building Subcode Official/Inspector	\$ 90,203
Electrical Subcode Official	\$ 15,000
Electrical Inspector	\$ 41.00 per hour
Fire Subcode Official/Inspector	\$ 12,240
Plumbing Subcode Official/Inspector	\$ 46.00 per hour
Covering Inspectors	\$ 36.00 per hour
Multi-Dwelling Administrator	\$ 7,925
Control Person (S.C.)	\$ 44,164
Control Person and Zoning Clerk (M.B.)	\$ 41,310
Zoning Officer	\$ 15,000
Municipal Judge	\$ 41,248
Court Administrator	\$ 83,232
Deputy Court Administrator	\$ 41,693
Violations Clerk (M.B.)	\$ 47,626
Violations Clerk (A.B.)	\$ 28,560
Part Time Civilian Court Officer	\$ 21.00 per hour
Clean Communities Coordinator	\$ 2,047
Bus Driver	\$ 17.00 per hour
Municipal Housing Liaison - COAH	\$ 7,403
Municipal Alliance Coordinator (Effective 1/1/2020)	\$ 7,432
Municipal Alliance Coordinator (Effective 7/1/2020)	\$ 7,176
Animal Control Officer	\$ 7,803

RESOLUTION NO. 339-19

WHEREAS, the governing body adopted Ordinance No. 2595 fixing the salary ranges of Non-Union Employees and Officials of the Borough of Roselle Park; and,

WHEREAS, Resolution No. 338-19 establishes the specific salaries of such employees and officials, generally, for the year 2020; and,

WHEREAS, the foregoing Resolution is intended to achieve the same stated outcomes, but is additionally intended address and safeguard against any actual or perceived conflicts of interest that may arise from the results of formal action by the governing body.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that, pursuant to the provisions of Ordinance No. 2595, the annual 2020 salaries of certain non-union employees and officials of the Borough hereinafter named by classification, title, and/or qualifier be established, fixed, and otherwise set forth effective January 1, 2020:

Title/Classification (Qualifier)	Effective 1/1/2020
Fire Prevention Official	\$ 6,806
Deputy Emergency Management Coordinator (J.S.)	\$ 1.00
Farmers Market Manager	\$ 3,962

RESOLUTION NO. 340-19

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and,

WHEREAS, pursuant to *N.J.S.A. 40A:12A-6* of the Redevelopment Law, the Council (the “**Borough Council**”) of the Borough of Roselle Park, in the County of Union, New Jersey (the “**Borough**”) must authorize the Land Use Board of the Borough (the “**Land Use Board**”) to conduct an investigation of the area and make recommendations to the Borough Council; and,

WHEREAS, the Borough Council, by Resolution No. 156-17, adopted May 18, 2017 pursuant to the Redevelopment Law, authorized and directed the Land Use Board to undertake a preliminary investigation to determine if a specific area located at Block 610, Lots 1 and 3 on the tax map of the Borough (together, the “**Study Area**”) constituted an area in need of redevelopment according to the criteria set forth in the Redevelopment Law; and,

WHEREAS, the aforesaid Resolution authorized the Land Use Board to investigate the Study Area as a Condemnation Redevelopment Area (as defined in *N.J.S.A. 40A:12A-6(a)* of the Redevelopment Law), within which the Borough may use all of those powers provided under the Redevelopment Law for use in a redevelopment area, including the power of eminent domain; and,

WHEREAS, on October 16, 2017, the Land Use Board conducted a public hearing in accordance with the Redevelopment Law and after due consideration of the preliminary investigation and the comments and objections from the public made part of the public record and after consulting appropriate municipal departments and counsel, adopted a resolution recommending the Borough Council designate the Study

Area as an area in need of redevelopment pursuant to the Redevelopment Law, including the power of eminent domain; and,

WHEREAS, the Borough Council accepted the recommendation of the Land Use Board and on October 19, 2017 adopted Resolution No. 293-17 designating the Study Area as an area in need of redevelopment under the Redevelopment Law, such designation authorizing the Borough and Borough Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain (the “**Redevelopment Area**”); and,

WHEREAS, the Borough has determined to act as the “redevelopment entity” for the Redevelopment Area; and,

WHEREAS, the Redevelopment Law authorizes the redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an “area in need of redevelopment” pursuant to *N.J.S.A. 40A:12A-8*; and,

WHEREAS, Benecke Economics prepared a redevelopment plan for the Redevelopment Area entitled: “10 West Westfield Avenue Redevelopment Plan Block 610, Lots 1 and 3” (the “**Redevelopment Plan**”) providing the development standards for the Redevelopment Area; and

WHEREAS, the Borough Council finally adopted the Redevelopment Plan on September 6, 2018; and,

WHEREAS, in order to effectuate the Redevelopment Plan, on May 16, 2019 the Borough Council adopted Resolution No. 169-19 authorizing the execution of a redevelopment agreement in connection with the redevelopment of the Redevelopment Area (the “**Original Redevelopment Agreement**”); and

WHEREAS, on May 28, 2019, the Borough executed the Original Redevelopment Agreement with Meridia at Park Square Urban Renewal, Roselle Park, LLC (the “**Redeveloper**”) for development of the Redevelopment Area with a mixed-use project (the “**Original Project**”) and designating the Redeveloper as the redeveloper of the Redevelopment Area, pursuant to the Redevelopment Law; and,

WHEREAS, the Redeveloper is the owner of the Redevelopment Area; and,

WHEREAS, as a result of the meeting between the Redeveloper and the Borough Development Review Committee on July 29, 2019 and review of the Original Project by the Borough, the Borough requested that the Redeveloper revise the Original Project to (i) include (a) a four-way intersection located at Chestnut Street and West Westfield Avenue, (b) a right turn only, exit only onto Locust Street; and (c) reconfigured parking; and (ii) eliminate the sixteen Affordable Units; and,

WHEREAS, as a result of those modifications, the Redeveloper shall now design, develop, finance, construct and implement on the Redevelopment Area a mixed use project consisting of (A) a minimum of two (2) occupied structures each with a maximum of five (5) stories including a total of (i) commercial and retail components totaling a minimum of 16,000 square feet on the ground level; and (ii) a maximum of three hundred and twenty-five (325) residential units, all located above the ground level, including (a) a maximum of fifty (50) studios, (b) a minimum of one hundred and fifty (150) one bedroom units and (c) a maximum of one hundred twenty-five (125) two bedroom units; (B) on-site parking to include a minimum of 500 spaces with ten (10) dedicated, identified, reserved, non-residential, parking

spaces available for public use at no-charge located within the surface parking area of the Property; (C) a four-way intersection located at Chestnut Street and West Westfield Avenue; (D) a right turn only, exit only onto Locust Street; and (E) appropriate on-site and off-site infrastructure, amenities and related improvements; all in accordance with the provisions of the Redevelopment Law, the Redevelopment Plan and the Design Standards and as shown on the conceptual plan attached hereto as part of **Exhibit A** (collectively, the “**Project**”); and,

WHEREAS, the Borough and Redeveloper now desire to amend and restate the Original Redevelopment Agreement to modify the description of the project to be constructed on the Redevelopment Area; and,

WHEREAS, toward those ends, the Borough desires to authorize the execution of an amended and restated redevelopment agreement by and between the Borough and the Redeveloper, in substantially the same form as attached hereto as **Exhibit A** (the “**Amended and Restated Redevelopment Agreement**”).

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, as follows:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. The Mayor of the Borough is hereby authorized and directed to execute the Amended and Restated Redevelopment Agreement, in the form attached hereto as **Exhibit A**, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s general counsel, redevelopment counsel, redevelopment planner and other Borough professionals. The Clerk of the Borough is hereby authorized and directed to attest to the Mayor’s signature and affix the seal of the Borough to the Amended and Restated Redevelopment Agreement. Upon execution and attestation of same, the Mayor is hereby authorized to deliver the Amended and Restated Redevelopment Agreement to the other parties thereto.

SECTION 3. Copies of the executed Amended and Restated Redevelopment Agreement shall be placed on file with the Office of the Clerk and be available for public inspection in accordance with the law.

SECTION 4. This Resolution shall take effect immediately.

RESOLUTION NO. 341-19

WHEREAS, the Borough of Roselle Park desires and requires to purchase equipment necessary for the acquisition of a new forestry apparatus for Department of Public Works; and,

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has researched and recommended the procurement of one (1) ALTEC Industries, Inc. Model LR-7-60E70 Aerial Lift with a forestry truck and chip dump body from an authorized vendor under the Educational Services Commission of New Jersey Cooperative Pricing System pursuant to statute; and,

WHEREAS, W. E. Timmerman Co., Inc. of 3554 Route 22 West, Whitehouse, New Jersey 08888 (mailing to P.O. Box 71, Whitehouse, New Jersey 08888) has been awarded Contract No. 17/18-30 set to expire March 22, 2020 as part of the Educational Services Commission of New Jersey Cooperative Pricing System for the purchase of an aerial lift with a forestry truck and chip dump body.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the purchase of one (1) ALTEC Industries, Inc. Model LR-7-60E70 aerial lift with a forestry truck and chip dump body be and is hereby authorized from W. E. Timmerman Co., Inc. of 3554 Route 22 West, Whitehouse, New Jersey 08888 pursuant to the Educational Services Commission of New Jersey Cooperative Pricing System Contract No. 17/18-30 in an amount not to exceed \$150,474.16.

RESOLUTION NO. 342-19

WHEREAS, the Borough of Roselle Park desires and requires to purchase equipment necessary for the acquisition of a new forestry apparatus for Department of Public Works; and,

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has researched and recommended the procurement of one (1) 2020 International Truck Chassis Model MV607 from an authorized vendor under the Educational Services Commission of New Jersey Cooperative Pricing System pursuant to statute; and,

WHEREAS, Mid-Atlantic Truck Centre, Inc. of 525 Linden Avenue West, Linden, New Jersey 07036 has been awarded Contract No. 17/18-30 set to expire March 22, 2020 as part of the Educational Services Commission of New Jersey Cooperative Pricing System for the purchase of a 2020 International Truck Chassis Model MV607.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the purchase of one (1) 2020 International Truck Chassis Model MV607 be and is hereby authorized from Mid-Atlantic Truck Centre, Inc. of 525 Linden Avenue West, Linden, New Jersey 07036 pursuant to the Educational Services Commission of New Jersey Cooperative Pricing System Contract No. 17/18-30 in an amount not to exceed \$91,926.75.

RESOLUTION NO. 343-19

WHEREAS, the Borough of Roselle Park desires and requires to purchase goods and services necessary for the acquisition of a new fire and intrusion alarm system for various municipal buildings and facilities; and,

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has researched and recommended the procurement of such goods and services from an authorized vendor under the Union

County Cooperative Pricing System pursuant to statute; and,

WHEREAS, Johnston Communications of 36 Commerce Street, Springfield, New Jersey 07081 (mailing address P.O. Box 390, Kearny, New Jersey 07032) has been awarded Contract No. 41-2017 set to expire February 10, 2021 as part of the Union County Cooperative Pricing System for the provision goods and services relative to electronic network equipment, security and cabling.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the purchase of a new fire and intrusion alarm system for various municipal buildings and facilities be and is hereby authorized from Johnston Communications of 36 Commerce Street, Springfield, New Jersey 07081 pursuant to the Union County Cooperative Pricing System Contract No. 41-2017 in an amount not to exceed \$55,009.99.

RESOLUTION NO. 344-19

WHEREAS, the Borough of Roselle Park desires and requires to purchase goods and services necessary for the acquisition of telecommunication system upgrades for all municipal buildings and facilities; and,

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has researched and recommended the procurement of such goods and services from an authorized vendor under the Union County Cooperative Pricing System pursuant to statute; and,

WHEREAS, Johnston Communications of 36 Commerce Street, Springfield, New Jersey 07081 (mailing address P.O. Box 390, Kearny, New Jersey 07032) has been awarded Contract No. 42-2017 set to expire February 10, 2021 as part of the Union County Cooperative Pricing System for the provision goods and services relative to telephone/associated services systems-equipment, installation, and maintenance services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the purchase of telecommunication system upgrades for all municipal buildings and facilities be and is hereby authorized from Johnston Communications of 36 Commerce Street, Springfield, New Jersey 07081 pursuant to the Union County Cooperative Pricing System Contract No. 42-2017 in an amount not to exceed \$94,240.99.

RESOLUTION NO. 345-19

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Brandon J. Santos of 56 Harding Road, Clark, New Jersey 07066 be and is hereby appointed to the position of Probationary Patrolman in the Roselle Park Police Department, at an annual salary of \$47,763.00 effective January 3, 2020, for a twelve (12) month period ending January 2, 2021.

RESOLUTION NO. 346-19

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint Joshua M. Regan of 231 Sherman Avenue, Roselle Park, New Jersey 07204 as a member of the Roselle Park Fire Department, effective immediately, to be assigned to the Loraine Firehouse Co. No. 1.

RESOLUTION NO. 347-19

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint William L. Ferdinando of 412 Walnut Street, Roselle Park, New Jersey 07204 as a member of the Roselle Park Fire Department, effective immediately, to be assigned to the Loraine Firehouse Co. No. 1.

RESOLUTION NO. 348-19

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby appoint Timothy J. Howarth of 815 Filbert Street, Roselle Park, New Jersey 07204 as a member of the Roselle Park Fire Department, effective immediately, to be assigned to the Central Engine Co. No. 2.

RESOLUTION NO. 349-19

WHEREAS, the governing body adopted Ordinance No. 2598 authorizing the subdivision of Block 424, Lot 1 of the municipal tax map as part and parcel of a Purchase-Sale Agreement for the Roselle Park First Aid Squad Building with the County of Union; and,

WHEREAS, in furtherance of such sale there exists the need for certain professional engineering services to effectuate a subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Service Contract for professional engineering services associated with the subdivision of Block 424, Lot 1 of the municipal tax map be awarded to Neglia Engineering Associates of 34 Park Avenue, P.O. Box 426, Lyndhurst, New Jersey 07071, for the sum not to exceed twenty-two thousand two hundred dollars and zero cents (\$22,200.00); and,

BE IT FURTHER RESOLVED that this Resolution shall take effect upon certification on this Resolution by the Borough Treasurer that sufficient funds are available for stated purpose; and,

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Resolution No. 29-19.

RESOLUTION NO. 350-19

BE IT RESOLVED that the following assignments and associated rates of compensation be made for the 2020 Roselle Park Recreation Basketball League:

<u>Certified Referees</u>	(at the rate of \$35.00 per game)
Russel Heltzer	48 Warbler Drive, Wayne, New Jersey 07470
Todd Kraft	69 Pitney Avenue, New Providence, New Jersey 07974
Brooklyn Smith	408 Ripley Court, Piscataway, New Jersey 08854
Joe Diprofito	371 Carolina Street, Clark, New Jersey 07066
Al Borrello	820 Garden Street, Elizabeth, New Jersey 07202
Ed Jackus	462 Lidgerwood Avenue, Elizabeth, New Jersey 07202
Williams Keyes	67 Montrose Avenue, Fanwood, New Jersey 07023
Rashan Sampson	620 Jackson Avenue, Linden, New Jersey 07036
Keith Johnson	1457 Orchard Terrace, Hillside, New Jersey 07205
Tim Dursee	2430 Seneca Road, Scotch Plains, New Jersey 07076

Sam Grasso 265 Gloucester Court, Aberdeen, New Jersey 07747

Time/Score Keepers (at the rate of \$15.00 per game)

Thomas Schwarz 117 Avon Street, Roselle Park, New Jersey 07204

David Bromirski 118 Avon Street, Roselle Park, New Jersey 07204

Hall/Door Monitor (at the rate of \$10.00 per day)

Derek Wenskoski 829 Prospect Street, Roselle Park, New Jersey 07204

Sarah Wenskoski 829 Prospect Street, Roselle Park, New Jersey 07204