

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
JULY 16, 2024 – 7:00 PM

To attend the meeting electronically, please follow the instructions below:

By phone:
1-929-205-6099
Webinar: 920 9574 9666

By computer, smartphone or tablet:
<https://zoom.us/j/92095749666>

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

The Mission of the Highland Park Borough Council is to establish a government based upon the principles of good government: ethics, efficiency and the effective provision of services.

The Borough Council is committed to creating a thriving community, which is sustainable economically, environmentally and socially.

The Borough Council is further committed to creating a community which values its unique and diverse populations and encourages direct public participation in the governing process.

AGENDA

* Denotes Consent Agenda Posted Items. Ordinarily, consent agenda items, pursuant to Ordinance No. 920, are not read nor debated unless there is a request by a member of Council or the public. Furthermore, unless requested by a member of Council for a separate vote, all consent agenda items, as per Council's Rules of Order, Article IV, shall be considered in the form of one **MOTION**.

1. Call to Order and Open Public Meetings Statement.
2. Pledge of Allegiance.
3. Roll Call.
4. Honors, Awards and Presentations.
5. Approval of Minutes.
 - 5.a **MOTION** to approve minutes as distributed:
 - May 28, 2024 Work Session Mtg.**ROLL CALL VOTE**
6. Council Reports.

7. Borough Administrator’s Report.
8. Borough Attorney’s Report.
9. Mayor’s Report.
10. Public Participation.
(21 minutes total; 3 minutes per speaker limited to items on this Agenda. Comments from members of the public attending the meeting in-person will be heard first, followed by members of the public attending the meeting via Zoom.)
11. Ordinances Requiring a Second Reading.
 - 11.a **Ordinance No. 24-2086** An Ordinance Amending On-Street Parking Regulations for Residences Occupied by Persons with a Physical Disability and Amending the "Code of the Borough of Highland Park, 2010".
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2086 **ROLL CALL VOTE**
 - 11.b **Ordinance No. 24-2087** An Ordinance by the Borough of Highland Park, Middlesex County, New Jersey Amending Chapter 230, Land Development Concerning Signage Regulations and Other Design Standards.
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2087 **ROLL CALL VOTE**
 - 11.c **Ordinance No. 24-2088** An Ordinance to Amend and Supplement the Revised General Ordinances of the Borough of Highland Park, Chapter 138, "Sewer and Water"
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2088 **ROLL CALL VOTE**
12. Ordinances Requiring a First Reading.
 - 12.a **Ordinance No. 24-2089** An Ordinance of the Borough Council of the Borough of Highland Park, County of Middlesex, New Jersey, Authorizing the Adoption of the “Upper Raritan Avenue Redevelopment Plan” Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12a-1, et seq.

MOTION to approve/reject Ordinance No. 24-2089, authorize publication as required by law, and set up public hearing for August 13, 2024
ROLL CALL VOTE
 - 12.b **Ordinance No. 24-2090** Ordinance Approving and Authorizing the Entering Into, Execution, and Delivery of a Lease and Agreement with the Middlesex County Improvement Authority Relating to the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2024 of the Middlesex County Improvement Authority

MOTION to approve/reject Ordinance No. 24-2090, authorize publication as required by law, and set up public hearing for August 13, 2024

ROLL CALL VOTE

- 12.c **Ordinance No. 24-2091** Loan Ordinance Authorizing the Entering Into, Execution and Delivery of a Loan and Security Agreement with the Middlesex County Improvement Authority for the Undertaking of Various 2024 Capital Improvements and the Acquisition of and Installation, as Applicable, of Various Equipment with an Estimated Cost of \$260,000, the Cost of Such Improvements and Equipment to be Financed through the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2024 of the Middlesex County Improvement Authority

MOTION to approve/reject Ordinance No. 24-2091, authorize publication as required by law, and set up public hearing for August 13, 2024

ROLL CALL VOTE

13. Consent Agenda Items - Resolutions.

MOTION to adopt/reject

ROLL CALL VOTE

- 13.a *7-24-179 Resolution Authorizing Action on Release of Performance Bond - Suburban Real Estate Development
- 13.b *7-24-180 Resolution Authorizing the Planning Board to Undertake a Preliminary Investigation to Determine if Block 2201, Lots 6, 7, 9, 10, 46, 47 and 48 on the Borough's Tax Map (130 Raritan Ave, 134 Raritan Ave, 138-148 Raritan Ave, 10-14 So. 2nd Ave) Constitute an Area in Need of Redevelopment with Powers of Eminent Domain Pursuant to the Local Redevelopment and Housing Law, NJSA 40A:12A-1 et seq. and Authorizing a Professional Services Agreement with Loony Ricks Kiss to Conduct the Area In Need of Redevelopment Study
- 13.c *7-24-181 Resolution Authorizing the Planning Board to Conduct An Area In Need of Redevelopment Investigation of Certain Property Identified as Block Block 1704, Lots 43, 46, and 49 on the Borough's Tax Map (125 Raritan Avenue) to Determine Whether the Planning Board Finds that the Property Satisfies the Local Redevelopment and Housing Law In Need Criteria and Should Be Declared In Need Of Redevelopment with Condemnation Powers and Authorizing a Professional Services Agreement with Loony Ricks Kiss to Conduct the Area In Need of Redevelopment Study
- 13.d *7-24-182 Resolution Authorizing Participation in the State of New Jersey's State and Local Cybersecurity Grant Program's Advanced Endpoint Protection Solution
- 13.e *7-24-183 Resolution to Authorize Extension of Grace Period for 3rd Quarter Property Taxes
- 13.f *7-24-184 Resolution Authorizing Execution of the FY2025 Municipal Alliance Contract with the County of Middlesex

- 13.g *7-24-185 Chapter 159 - Municipal Alliance Grant
- 13.h *7-24-186 Chapter 159 - 2024 ARP Firefighter Grant
- 13.i *7-24-187 Chapter 159 - 2024 Distracted Driving Crackdown Grant
- 13.j *7-24-188 Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Improvements to No. Tenth Avenue, Volkert Street and Graham Street
- 13.k *7-24-189 Resolution Authorizing Final Payment No. 7 to Molba Carpentry, Inc. t/a Molba Construction for the Highland Park Public Library Interior Renovations Project
- 13.l *7-24-190 Resolution Authorizing Issuance of Request for Proposals (RFP) for Emergency Repairs to the Water & Sewer System
- 13.m *7-24-191 Resolution Authorizing Award of Contract to B&W Construction Co. of NJ Inc. to Repair Sinkhole on Central Avenue
- 13.n *7-24-192 Resolution Authorizing Award of Bid for the Highland Park Public Library Kushner Improvement Project to Nela Carpentry
- 13.o *7-24-193 Resolution Authorizing a Professional Services Agreement with Arcari+Iovino Architects for Design, Construction Documents, Bid Preparation, and Construction Administration Related to the Replacement of the Community Center Roof and Restrooms
- 13.p *7-24-194 Resolution Authorizing Amendment to Annual Salary Resolution
- 13.q *7-24-195 Resolution Awarding a Contract to Solar Landscape for the Highland Park Community Solar Project
- 13.r *7-24-196 Resolution Referring to the Planning Board for Review and Comment a Redevelopment Plan Entitled "Upper Raritan Avenue Redevelopment Plan" Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.
- 13.s *7-24-197 Resolution to Approve Bills List

14. Appointments.

Council On Aging

Samuel D. Kovac

MOTION TO CONFIRM

ROLL CALL VOTE

15. Second Public Participation.

(3 minutes per speaker on any topic; subject to 9 PM conclusion. Comments from members of the public attending the meeting in-person will be heard first, followed by members of the public attending the meeting via Zoom.)

16. Recess (5 minutes).
17. MOTION to adjourn.
18. **Next Scheduled Meeting:** August 13, 2024 @ 7:00 PM

**ORDINANCE NO. 24-2086
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**AN ORDINANCE AMENDING ON-STREET PARKING REGULATIONS FOR
RESIDENCES OCCUPIED BY PERSONS WITH A PHYSICAL DISABILITY AND
AMENDING THE "CODE OF THE BOROUGH OF HIGHLAND PARK, 2010".**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF
HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY, THAT:**

Section 278-17. Designation of On-Street Accessible Parking Spaces is hereby amended as follows:

- D. The following on-street locations are designated as Accessible Parking Spaces. Such spaces are for the use by persons who have been issued windshield placards or wheelchair symbol license plates, pursuant to N.J.S.A. 39:4-204 et seq.:

*Voting District 12 – add 282 South 11th Avenue location.

Section 2. This Ordinance shall take effect upon its passage and publication as provided for by law.

Introduced on first reading by title: June 18, 2024

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

**ORDINANCE NO. 24-2087
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX
COUNTY, NEW JERSEY AMENDING CHAPTER 230, LAND DEVELOPMENT
CONCERNING SIGNAGE REGULATIONS AND OTHER DESIGN STANDARDS**

BE IT ORDAINED by the Borough Council of the Borough of Highland Park that the following amendments to Chapter 230 are hereby enacted (underlined material is new and is added; ~~struckthrough~~ material is deleted):

SECTION 1. Section 230-3 of the "Code of the Borough of Highland Park" concerning definitions is hereby amended as follows:

§ 230-3 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

MURAL

A painted image or design on a fence, wall, retaining wall, building, or ground surface, which may or may not include a sign. Only that portion of the mural containing a sign shall be regulated as a sign.

SIGN

Any device, display, structure, or part thereof that displays or includes any letters, numbers, symbols, other characters, logos, graphics, or images used as or which is in the nature of communicating a message.

SIGNABLE AREA

The area or areas on a commercial building facade where signs may be placed without disrupting facade composition. The signable area will often include panels at the top of show windows, transoms over storefront doors and windows, signboards on fascias, and areas between the top of the storefront and the sills of second-story windows.

SIGN, AWNING

A sign that is painted on or applied to an awning.

SIGN, BILLBOARD

A sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

SIGN, DIRECTIONAL

A sign which provides directional messages, principally for bicycle, pedestrian, or vehicular traffic, such as but not limited to "one-way," "entrance" and "exit."

SIGN, DIRECTORY

A sign which provides a listing of multiple businesses or occupants of a building on the premises on which the sign is located.

SIGN, FREESTANDING

Any non-movable sign that is not affixed to a building.

SIGN, ILLUMINATED

A sign that is lighted by or exposed to artificial lighting by lights on or in the sign or directed toward the sign.

SIGN, SANDWICH BOARD

A sign that is placed on the ground, consisting of two (2) sign faces placed together at an angle to form an "A" shape structure which tapers from a wide base to a narrow top.

SIGN, BLADE

A sign that is affixed to the exterior wall of a building, projecting at a 90-degree angle.

SIGN, ROOF

A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eave line of a building with a gambrel, gable, or hip roof, or the decline of a building with a mansard roof.

SIGN, WALL-MOUNTED

A sign that is attached to, displayed on, or painted on an exterior wall of a building.

SIGN, WINDOW

A sign that is applied, attached, or painted on the exterior or interior of a window or located within three (3) feet of the glass such that it can be seen from the exterior of the structure through a window.

SECTION 2. Section 230-115 of the "Code of the Borough of Highland Park" concerning general signage regulations is hereby amended as follows:

§ 230-115 Signage.

- A. Purpose and intent. Signs perform an important function in identifying and promoting properties, residences, businesses, services, events, and other matters of interest to the public. The purpose and intent of this section is to regulate the use of signs so that they are appropriate for their respective uses, in keeping with the appearance of the affected property and surrounding environment, and to preserve the aesthetic character of the Borough. These standards are designed to protect and promote the public health, safety, morals, and general welfare by:
 - (1) Providing clear and uniform standards controlling the type, number, and physical dimensions of signs, and establishing reasonable limits on the time, place, and manner of sign display.
 - (2) Preventing the disruptions, obstructions, and hazards to pedestrian and vehicular traffic that signs may cause.
 - (3) Avoiding excessive conflicts from large or multiple signs to minimize clutter, unsightliness, and confusion.
 - (4) Establishing a clear and flexible permitting process for the review and approval of signs.
- B. Applicability and permits.
 - (1) Applicability. Any sign erected, altered, or maintained after the effective date of this section shall conform to the standards contained herein.
 - (2) Zoning permits.
 - (a) It shall be unlawful for any person to erect or maintain within the Borough of Highland Park any permanent sign without a zoning permit issued by the Zoning Official and a construction permit has been issued by the Construction Code Official, where applicable, except that zoning permits shall not be required for signs for single- and two-family dwellings, temporary signs, and exempt signs as provided for herein, and provided that all applicable standards of this section are complied with.
 - (b) Application for a zoning permit involving a sign shall contain the following:

- [1] Name, address, telephone number and email address of the applicant.
 - [2] Name, address, telephone number and email address of the property owner.
 - [3] The relationship between the applicant and the property owner and the written consent of the property owner.
 - [4] Name, address, telephone number and email address of the person erecting the sign.
 - [5] Location of property upon which sign is to be erected.
 - [6] Position of the proposed sign on the property or building.
 - [7] Sketch or photograph of the existing property or building, and adjacent properties or buildings.
 - [8] Sketch or rendering of the proposed sign, indicating size, color, material used and lighting (if any), drawn to scale.
 - [9] Further information as the Zoning Official shall require showing compliance with this section and all other applicable laws and ordinances.
- (3) Site plan applications. If any sign is included in a site plan or subdivision application, the zoning permit shall be issued by the Zoning Official and the construction permit shall be issued by the Construction Official, where applicable, following approval by the Planning Board or Board of Adjustment.
- (4) Site plan exemptions. If any sign requires a minor deviation from this section, such sign may be exempt from obtaining site plan approval at the determination of the Zoning Official, limited to any one or a combination of the following: (1) adding one (1) additional sign in addition to the maximum number of signs permitted; (2) any sign with an area that is no greater than 25% greater than the maximum permitted area of sign; (3) any sign with a height that is no greater than 25% greater than the maximum permitted height of sign; (4) any sign with a width that is no greater than 25% greater than the maximum permitted width of sign; or (5) any sign with an individual letter, height, number of other characters or images that is no greater than 25% greater than the maximum permitted height of individual letters, numbers, symbols, other characters, logos, graphics, or images. The process by which an exemption is applied for shall be as follows:
- (a) An applicant may request an exemption upon submission of a completed zoning permit including the information pursuant to §230-115.B.(2)(b) and a statement setting forth reasons for the exemption.
 - (b) The Zoning Official may approve the exemption request after consultation with the Chairperson of the Planning Board and a representative of Main Street Highland Park and after the application has been reviewed by the Borough Planner to verify and confirm that all other aspects of the application conform to applicable design standards.
 - (c) The Zoning Official shall act on the exemption request within 10 business days upon receipt of a complete permit and statement.

- (d) In the case where the exemption is denied, such minor deviations shall be subject to minor site plan review.
 - (e) All other deviations from this section shall be subject to minor site plan review.
- (5) Expiration of zoning permit. If the work authorized under the zoning permit has not been completed within one (1) year from the date of issuance, the zoning permit shall become null and void.

C. General provisions.

- (1) Maintenance.
- (a) Any sign, together with all supporting and decorative elements, shall be maintained in good repair, including cleaning, painting, replacing of defective parts and otherwise maintaining a presentable condition.
 - (b) The area surrounding freestanding signs shall be kept neat, clean, and landscaped. The property owner shall be responsible for maintaining the condition of the area upon which it is located.
 - (c) If the Zoning Official or Construction Official shall find that any sign or part thereof is in a state of disrepair or has become dilapidated, the Zoning Official or Construction Official shall give written notice to the owner of the sign and the property owner to correct the conditions within 20 calendar days from the date of the mailing of the notice. If the sign is not brought back to a presentable condition, or if the applicant does not file an appeal, within the time provided, such shall constitute a violation of this section.
 - (d) If the Zoning Official or Construction Official shall find that any sign or part thereof is insecure or unsafe, the Zoning Official or Construction Official shall give written notice to the owner of the sign and the property owner to correct the conditions within 48 hours from the date of the mailing of the notice. If the sign is not repaired or removed within the time provided, such shall constitute a violation of this section, and the Zoning Official or Construction Official shall be permitted to cause the removal, transportation and storage of said sign, at the expense of the property owner upon which it is located.
 - (e) In the event that any sign is removed by or at the direction of the Zoning Official or Construction Official as hereby provided for, the Zoning Official or Construction Official shall certify the cost of removal, transportation, and storage to the Borough Council. The Borough Council by resolution shall cause the cost as indicated by said certificate to be charged against said lands. The amount so charged shall forthwith become a lien upon said lands, the same to bear interest at the same rate as taxes and shall be collected in the same manner as taxes.
- (2) Replacements or alterations. If any sign is altered, except for any change in the message on the sign for an existing business or for the purposes of customary maintenance and/or repairs, the sign shall thereafter conform to the standards contained herein.
- (3) Non-conforming signs. Any lawfully non-conforming sign may be re-lettered or repaired. However, non-conforming signs shall not be rebuilt, enlarged, changed, or altered in size, location, or appearance unless such

sign is made to conform to the standards contained herein. Any such change shall require a zoning permit.

- D. Design standards and guidelines. The standards and guidelines contained herein shall be applicable to any project subject to site plan or subdivision review, site plan exemptions, and zoning permits.
- (1) Signs shall be located at or near the public entrance of a building.
 - (2) Signs affixed to the exterior of a building shall be architecturally compatible with the style, composition, materials, colors, and details of the building, as well as with other signs used on the building or its vicinity.
 - (3) Signs shall fit within the existing facade features, shall be confined to signable areas, shall be mounted so that the method of installation is concealed, and shall not interfere with door and window openings, conceal architectural details, or obscure the composition of the facade where they are located.
 - (4) Whenever possible, signs located on multiple storefronts within the same building shall be placed at the same height, in order to create a unified sign band.
 - (5) Whenever possible, signs located on multiple buildings within the same block face shall be placed at the same height, in order to create a unified sign band.
 - (6) In the case of older buildings, signs shall be placed on a facade only in an historically appropriate fashion. Signs applied to masonry surfaces should be mechanically fastened to mortar joints only, and not directly into masonry surfaces. Drilling to provide electrical service should also follow the same rule.
 - (7) In the case of converted residences, signs shall be placed next to the main entrance or above the window, below any stoop or porch roof structure, or below any added mansard or pent roof structure between the first and second floors.
 - (8) The preferred materials for signs shall be wood, metal, and masonry. Signs using wood shall use only high-quality exterior grade wood with suitable grade finishes.
 - (9) The preferred materials for applied letters shall be wood, painted cast metal, and anodized aluminum.
 - (10) Sign colors shall be limited in number and shall be compatible with the colors of the building façade and of nearby signs. A dull or matte finish is recommended, for it reduces glare and can enhance legibility.
- E. Computation of sign area. For purposes of this section, the size of any sign shall be computed as follows:
- (1) The size of any sign shall be computed by determining the total area of any signboard, sign face, or sign background at its largest horizontal and vertical dimensions, not including any supporting and decorative elements incidental to the display itself.
 - (2) Where any sign is mounted, affixed, applied, or painted directly on a wall, window, awning, or other surface without a defined sign area, the size of such sign shall be computed by determining the total area as measured by the largest horizontal and vertical dimensions of the related group of letters, numbers, symbols, other characters, logos, graphics, or images.

- (4) Any sign having two (2) sign faces shall have a total area consisting of the area of only one (1) side of the sign, but both sides may be used, and shall be considered as one (1) sign.
 - (4) In the case of any sign, other than a sandwich board sign, having two (2) sign faces with an interior angle of 15 degrees or greater, such sign shall be considered as two (2) separate signs.
- F. Proportion of sign content. Where letters, numbers, symbols, other characters, logos, graphics, or images are mounted, affixed, applied, or painted directly onto a signboard, the area of the related group of letters, numbers, symbols other characters, logos, graphics, or images shall not fill more than 80% of the total area of the signboard.
- G. Illumination of signs. For purposes of this section, the illumination of signs shall be regulated as follows:
- (1) External illumination.
 - (a) Signs that are externally illuminated by spotlights shall be permitted, provided that the light source is diffused, shielded, projected primarily on the sign, and not directly visible from the street. Such lighting may include but is not limited to ground-mounted spotlights for freestanding signs, gooseneck-type light fixtures for wall-mounted or awning signs, or bracketed light fixtures for blade signs.
 - (2) Internal illumination.
 - (a) Box-type or cabinet signs that are internally illuminated shall be permitted, provided that the lighting only illuminates the translucent letters, numbers, symbols, other characters, logos, graphics, or images on an opaque background. Such signs may also be backlit, provided that the light source is directed to the surface upon which it is affixed and is not directly visible.
 - (b) Box-type or cabinet signs that are internally illuminated with a translucent background shall not be permitted.
 - (c) Signs with individually fabricated and mounted front-lit channel letters, numbers, symbols, other characters, logos, graphics, or images shall be permitted, provided that the light source is not directly visible. In the case where such channel letters are affixed to a raceway or wireway, such raceway or wireway shall be the same color as the surface upon which it is affixed.
 - (d) Signs with individually fabricated and mounted back-lit channel letters, numbers, symbols, other characters, logos, graphics, or images shall be permitted, provided that the light source is directed to the surface upon which it is affixed and is not directly visible. In the case where such channel letters are affixed to a raceway, such raceway shall be the same color as the surface upon which it is affixed.
 - (e) LED, neon, or similar signs placed inside a window or display case shall be permitted, provided that the light source is not directly visible from the exterior.
 - (f) Electronic message center (EMC), digital, video display, or similar signs placed inside a window or display case shall be permitted.

- (g) LED, neon, or string lighting placed inside the perimeter of a window or display case shall be permitted, provided that the light source is not directly visible from the exterior.

H. Permitted residential development signs.

(1) Multi-family dwellings in the MFAH district.

- (a) A maximum of one (1) freestanding sign shall be permitted on the property, provided that the sign does not exceed 24 square feet in area. Such sign shall be provided with a monument-style base with planter area. No such sign shall be internally illuminated. In the case where external illumination is utilized, such illumination shall be directed downward (or shielded to minimize upward light pollution) and projected primarily on the sign.
- (b) Any permitted freestanding sign shall be located no closer than 10 feet and no greater than 60 feet from the South Sixth Street public right-of-way.

(2) Garden apartments, townhouses, mid-rise residential structures, and planned unit residential developments in the RM-G, RM-T, RM-M, and RMT-W districts.

- (a) A maximum of one (1) freestanding sign shall be permitted on the property, provided that the sign does not exceed 24 square feet in area, does not exceed a height of seven (7) feet from grade, and does not exceed eight (8) feet in width. Such sign shall be provided with a monument-style base with planter area. No such sign shall be illuminated.
- (b) Any permitted freestanding sign shall be located no closer than 10 feet from any lot line.

(3) Garden apartments, townhouses, mid-rise residential structures, and planned unit residential developments in the PURD-1 and PURD-2 districts.

- (a) A maximum of one (1) freestanding sign shall be permitted on the property, provided that the sign does not exceed 24 square feet in area, does not exceed a height of seven (7) feet from grade, and does not exceed eight (8) feet in width. Such sign shall be provided with a monument-style base with planter area. No such sign shall be internally illuminated. In the case where external illumination is utilized, such illumination shall be directed downward (or shielded to minimize upward light pollution) and projected primarily on the sign, and provided that a minimum distance of 100 feet shall separate any illuminated sign from any existing residential property.
- (b) Any permitted freestanding sign shall be located no closer than 10 feet from any lot line.

(4) Mid-rise residential structures in the RMT-H district.

- (a) A maximum of one (1) freestanding sign shall be permitted on the property, provided that the sign does not exceed 25 square feet in area and does not exceed a height of eight (8) feet from grade. Such sign shall be provided with a monument-style base with planter area. No such sign shall be internally illuminated. In the case where external illumination is utilized, such illumination shall

be directed downward (or shielded to minimize upward light pollution) and projected primarily on the sign.

- (b) Any permitted freestanding sign shall be located no closer than 10 feet from any lot line and located no closer than five (5) feet from internal driveways, unless existing topographic conditions prevent this. A reasonable distance must then be provided.
- (c) A maximum of two (2) wall signs flanking the sides of the entrance road shall be permitted, provided that each sign does not exceed 30 square feet in area, does not exceed a mounting height of eight (8) feet from grade, and does not exceed 2.5 feet in height.

I. Permitted signs for ground-floor businesses in the CBD and C districts.

- (1) Freestanding signs. A maximum of one (1) freestanding sign shall be permitted on the property, subject to the following standards:
 - (a) Maximum size of the sign shall not exceed six (6) square feet in area.
 - (b) Maximum height from grade to the uppermost portion of the sign, together with all supporting and decorative elements, shall not exceed five (5) feet.
 - (c) Maximum height of the sign shall not exceed three (3) feet.
 - (d) Maximum width of the sign shall not exceed three (3) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed one (1) foot.
 - (f) No portion of such sign shall be located within 10 feet from any lot line. No portion of such sign shall project or extend over sidewalks, walkways, driveways, or parking areas.
 - (g) Such sign shall be constructed of wood, with wood or cast-iron brackets, and shall be architecturally compatible with the style, composition, materials, colors, and details of the building.
 - (h) No such sign shall be internally illuminated. In the case where external illumination is utilized, no such illumination shall be permitted after 10:00 p.m.
- (2) Wall-mounted signs. A maximum of three (3) wall-mounted signs shall be permitted for each business, subject to the following standards:
 - (a) Maximum size of all such signs, taken together, shall not exceed a total of 24 square feet in area. In the case of a building having a front façade width greater than 24 feet, the maximum size of all such signs, taken together, shall not exceed 10% of the front façade, not to exceed a total of 48 square feet in area.
 - (b) Maximum height from grade to the uppermost portion of each sign shall not exceed the top of the wall to which it is affixed in the case of single-story buildings or the bottom of any second story window in the case of multi-story buildings.
 - (c) Maximum height of each sign shall not exceed three (3) feet.
 - (d) Maximum width of each sign shall not exceed 16 feet.

- (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on each sign shall not exceed 18 inches.
- (3) Blade signs. A maximum of one (1) blade sign shall be permitted for each business, subject to the following standards:
- (a) Maximum size of the sign shall not exceed 12 square feet in area.
 - (b) Maximum height from grade to the uppermost portion of the sign, together with all supporting and decorative elements, shall not exceed the top of the wall to which it is affixed in the case of single-story buildings or the bottom of any second story window in the case of multi-story buildings. Minimum height from grade to the lowermost portion of the sign, together with all supporting and decorative elements, shall be eight (8) feet.
 - (d) Maximum height of the sign shall not exceed four (4) feet.
 - (e) Maximum width of the sign shall not exceed four (4) feet.
 - (f) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed two (2) feet.
 - (g) Maximum horizontal projection of the sign, together with all supporting and decorative elements, shall not exceed five (5) feet. Such sign shall be permitted to project or extend over a public sidewalk within a public right-of-way, provided that such sign shall be no closer than five (5) feet from the face of curb.
 - (h) No such sign shall be located within eight (8) feet from another blade sign.
 - (i) In the case where external illumination is utilized, such illumination shall be from above or beside the sign, directly attached to a supporting or decorative element, and located no greater than one (1) foot from such sign.
- (4) Awning signs. A maximum of three (3) awning signs shall be permitted for each business, subject to the following standards:
- (a) Maximum size of all such signs, taken together, shall not exceed a total of 10 square feet in area.
 - (b) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on each sign shall not exceed eight (8) inches.
 - (c) Such signs shall be silk-screened or sewn on the awning. No such signs shall be painted onto or taped to the awning.
 - (d) No such signs shall be internally illuminated. In the case where external illumination is utilized, such illumination shall be from above the awning.
- (5) Window signs. Any number of window signs shall be permitted for each business, subject to the following standards:
- (a) Maximum size of all such signs, taken together, shall not exceed 15% of the total area of ground-floor windows, including window portions of doors. In the case of a business having a total of less than 100 square feet of ground-floor windows, including window

portions of doors, the maximum size of all such signs, taken together, shall not exceed 25% of the total area of ground-floor windows, including window portions of doors. Additionally, no individual sign shall exceed eight (8) square feet in area.

- (b) Maximum height of each sign shall not exceed four (4) feet.
 - (c) Maximum width of each sign shall not exceed four (4) feet.
 - (d) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on each sign shall not exceed 18 inches.
 - (e) Such signs shall be stenciled, etched, silk-screened, hand-painted, or vinyl sheets applied on the interior of the window. No such signs shall be taped to the window.
 - (f) No such signs shall be externally illuminated. In the case where internal illumination is utilized, such signs shall be affixed to the interior of the window.
- (6) Sandwich board signs. A maximum of one (1) sandwich board sign shall be permitted for each business, subject to the following standards:
- (a) Maximum size of the sign shall not exceed six (6) square feet in area.
 - (b) Maximum height from grade to the uppermost portion of the sign shall not exceed four (4) feet.
 - (c) Maximum height of the sign shall not exceed three (3) feet.
 - (d) Maximum width of the sign shall not exceed three (3) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed 18 inches.
 - (f) Such sign shall be located along the frontage of the business and its location shall not interfere with pedestrian or vehicular circulation on a walkway, sidewalk, driveway, or street.
 - (g) Such sign shall be permitted to be displayed during the hours of the business only, shall be removed from the sidewalk, and stored inside the business upon the close of business each day.
 - (h) Such sign shall be constructed of wood, chalkboard and/or finished metal. Letters, numbers, symbols, other characters, logos, graphics, or images shall be handwritten, painted, or printed. Plastic signs or signs with individual changeable letters shall not be permitted.
 - (i) No such sign shall be illuminated.
- (7) Additional signs.
- (a) Ground-floor businesses located on corner lots, therefore having a second façade fronting on a public street, shall be permitted to have one (1) additional wall-mounted sign, one (1) additional blade sign, and/or three (3) additional awning signs on the façade of the building facing the side street, provided that such signs conform to the standards contained herein. In the case where the additional sign faces a residential district, no such sign shall be illuminated.

- (b) Ground-floor businesses having a side or rear façade facing a public space, pedestrian walkway, driveway, or parking area shall be permitted to have one (1) additional wall-mounted sign, one (1) additional blade sign, and/or three (3) additional awning signs on the façade of the building facing the public space, pedestrian walkway, driveway, or parking area, provided that such signs conform to the standards contained herein. In the case where the additional sign faces a residential district, no such sign shall be illuminated.
- (c) Ground-floor barbershops shall be permitted to have one (1) traditional barber pole, subject to the following standards:
 - [1] Minimum height from grade to the lowermost portion of the barber pole, together with all supporting and decorative elements, shall be eight (8) feet.
 - [2] Maximum height from grade to the uppermost portion of the barber pole, together with all supporting and decorative elements, shall not exceed the top of the wall to which it is affixed in the case of single-story buildings or the bottom of any second story window in the case of multi-story buildings.
 - [3] Maximum horizontal projection of the barber pole, together with all supporting and decorative elements, shall not exceed three (3) feet.
 - [4] Such barber pole shall be located within five (5) feet of the main entrance to the business.
- (d) Ground-floor restaurants and cafes shall be permitted to have one (1) wall-mounted menu board or display case, subject to the following standards:
 - [1] Maximum size of the menu board or display case shall not exceed three (3) square feet in area.
 - [2] Maximum height from grade to the uppermost portion of the menu board or display case shall not exceed six (6) feet.
 - [3] Maximum height of the menu board or display case shall not exceed three (3) feet.
 - [4] Maximum width of the menu board or display case shall not exceed three (3) feet.
 - [5] Such menu board or display case shall be located within five (5) feet of the main entrance to the business.
 - [6] Such menu board or display case shall be constructed of wood or metal, with the menu clearly visible through a glass front.

J. Permitted signs for ground-floor businesses in the PO and residential districts.

- (1) Freestanding signs. A maximum of one (1) freestanding sign shall be permitted on the property, subject to the following standards:
 - (a) Maximum size of the sign shall not exceed three (3) square feet in area.

- (b) Maximum height from grade to the uppermost portion of the sign, together with all supporting and decorative elements, shall not exceed five (5) feet.
 - (c) Maximum height of the sign shall not exceed three (3) feet.
 - (d) Maximum width of the sign shall not exceed three (3) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed one (1) foot.
 - (f) No portion of such sign shall be located within five (5) feet from any lot line. No portion of such sign shall protect or extend over sidewalks, walkways, driveways, or parking areas.
 - (g) The sign shall be constructed of wood, with wood or cast-iron brackets, and shall be architecturally compatible with the style, composition, materials, colors, and details of the building.
 - (h) No such sign shall be internally illuminated. In the case where external illumination is utilized, no such illumination shall be permitted after 10:00 p.m.
- (2) Wall-mounted signs. A maximum of one (1) wall-mounted sign shall be permitted for each business, subject to the following standards:
- (a) Maximum size of the sign shall not exceed three (3) square feet in area.
 - (b) Maximum height from grade to the uppermost portion of the sign shall not exceed the top of the wall to which it is affixed in the case of single-story buildings or the bottom of any second story window in the case of multi-story buildings.
 - (c) Maximum height of the sign shall not exceed three (3) feet.
 - (d) Maximum width of the sign shall not exceed three (3) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed one (1) foot.
 - (f) Such sign shall be constructed of wood, with wood or cast-iron brackets, and shall be architecturally compatible with the style, composition, materials, colors, and details of the building.
 - (g) No such sign shall be illuminated.
- (3) Window signs. Any number of window signs shall be permitted for each business, subject to the following standards:
- (a) Maximum size of all such signs, taken together, shall not exceed 10% of the total area of ground-floor windows, including window portions of doors, and no individual sign shall not exceed three (3) square feet in area.
 - (b) Maximum height of each sign shall not exceed three (3) feet.
 - (c) Maximum width of each sign shall not exceed three (3) feet.

- (d) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on each sign shall not exceed one (1) foot.
- (e) Such signs shall be stenciled, etched, silk-screened, hand-painted, or vinyl sheets applied on the interior of the window. No such signs shall be taped to the window.
- (f) No such signs shall be illuminated.

K. Permitted building name signs for buildings in the CBD and C districts.

- (1) Wall-mounted building name signs. A maximum of one (1) wall-mounted sign identifying the name of the building shall be permitted for each building, subject to the following standards:
 - (a) Maximum size of the sign shall not exceed 12 square feet in area.
 - (b) Maximum height from grade to the uppermost portion of the sign shall not exceed the top of the wall to which it is affixed.
 - (c) Maximum height of the sign shall not exceed two (2) feet.
 - (d) Maximum width of the sign shall not exceed eight (8) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed one (1) foot.
 - (f) No such sign shall be illuminated.

L. Permitted directory signs for buildings in the CBD and C districts.

- (1) Freestanding or wall-mounted directory signs. A maximum of one (1) freestanding or wall-mounted sign serving as a directory of one (1) or more businesses located within a building, and there exists no entrance to such businesses on the front of the building, shall be permitted, subject to the standards contained herein.
- (2) In the case of a freestanding directory sign, such sign shall constitute as the only permitted freestanding sign located on the property and shall be subject to the following standards:
 - (a) Maximum size of the sign shall not exceed six (6) square feet in area, within which the primary name panel and each individual tenant panel shall not exceed one (1) square foot in area.
 - (b) Maximum height from grade to the uppermost portion of the sign, together with all supporting and decorative elements, shall not exceed five (5) feet.
 - (c) Maximum height of the sign shall not exceed three (3) feet.
 - (d) Maximum width of the sign shall not exceed three (3) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed six (6) inches.
 - (f) No portion of such sign shall be located within five (5) feet from any lot line. No portion of such sign shall project or extend over sidewalks, walkways, driveways, or parking areas.

- (g) Such sign shall be constructed of wood, with wood or cast-iron brackets, and shall be architecturally compatible with the style, composition, materials, colors, and details of the building.
 - (h) No such sign shall be internally illuminated. In the case where external illumination is utilized, no such illumination shall be permitted after 10:00 p.m.
- (3) In the case of a wall-mounted directory sign, such sign shall be in addition to any permitted wall-mounted signs located on the building and shall be subject to the following standards:
- (a) Maximum size of the sign shall be six (6) square feet in area, within which the primary name panel and each individual tenant panel shall not exceed one (1) square foot in area.
 - (b) Maximum height from grade to the uppermost portion of the sign shall not exceed the top of the wall to which it is affixed in the case of single-story buildings or the bottom of any second story window in the case of multi-story buildings.
 - (c) Maximum height of the sign shall not exceed three (3) feet.
 - (d) Maximum width of the sign shall not exceed three (3) feet.
 - (e) Maximum height of letters, numbers, symbols, other characters, logos, graphics, or images on the sign shall not exceed six (6) inches.
 - (f) No such sign shall be illuminated.

M. Permitted signs for specific uses in specific districts.

- (1) Any use other than single- and two-family dwellings in the QP, CS, C/R and SC districts.
 - (a) A maximum of one (1) freestanding shall be permitted on the property, provided that the sign does not exceed 12 square feet in area and does not exceed a height of six (6) feet from grade. Such sign shall be provided with a monument-style base with planter area. No such sign shall be internally illuminated. In the case where external illumination is utilized, no such illumination shall be permitted after 10:00 p.m.
 - (b) Any permitted freestanding sign shall be located no closer than 10 feet from any lot line.
- (2) Any use other than single- and two-family dwellings in the LI district.
 - (a) A maximum of one (1) freestanding sign shall be permitted on the property, provided that the sign does not exceed 24 square feet in area and does not exceed a height of six (6) feet from grade. Such sign shall be provided with a monument-style base with planter area. No such sign shall be internally illuminated. In the case where external illumination is utilized, no such illumination shall be permitted after 10:00 p.m.
 - (b) A maximum of one (1) wall-mounted sign shall be permitted on the building, provided that the sign does not exceed 5% of the front façade, not to exceed 24 square feet in area. No such sign shall be illuminated.

- (3) Churches, synagogues, and other similar places of worship in any district.
 - (a) A maximum of one (1) freestanding sign shall be permitted on the property, provided that the sign does not exceed 16 square feet in area and does not exceed a height of six (6) feet from grade. Such sign shall be provided with a monument-style base with planter area. No such sign shall be internally illuminated. In the case where external illumination is utilized, no such illumination shall be permitted after 10:00 p.m.
 - (b) A maximum of three (3) wall-mounted signs shall be permitted on the building, provided that all such signs, taken together, do not exceed 5% of the front façade, not to exceed a total of 16 square feet in area. No such sign shall be illuminated.

- N. Temporary signs. The following signs are authorized without a zoning permit, so long as such signs conform to the standards contained herein.
 - (1) Temporary window advertising signs for ground-floor businesses in the CBD and C districts. Any number of temporary window advertising signs shall be allowed, subject to the following standards:
 - (a) Maximum size of all such signs, taken together, shall not exceed 25% of the total area of ground-floor windows, including window portions of doors.
 - (b) Such signs may be constructed of paper, cardboard, or plastic.
 - (c) Such signs shall be allowed to be displayed for a period not to exceed 30 days and shall clearly indicate the date of their posting.
 - (d) No such sign shall be illuminated.

 - (2) Temporary special signs advertising the opening of a new ground-floor business or change in ownership of an existing ground-floor business in the CBD, C and PO districts. Any number of temporary special signs shall be allowed, subject to the following standards:
 - (a) Maximum size of all such signs, taken together, shall not exceed 16 square feet in area, exclusive of banners, flags, pennants, balloons, and similar types of signage which shall also be permitted under this section only.
 - (b) Such signs may be constructed of paper, cardboard, or plastic.
 - (c) Such signs shall be allowed to be displayed for a period not to exceed 30 days and shall clearly indicate the date of their posting.
 - (d) No such sign shall be illuminated.

 - (3) Temporary construction signs in any district. A maximum of three (3) temporary construction signs shall be allowed, subject to the following standards:
 - (a) Maximum size of all such signs, taken together, shall not exceed 24 square feet in area.
 - (b) Maximum height from grade to the uppermost portion of a freestanding sign, together with all supporting and decorative elements, shall not exceed three (3) feet.

- (c) Maximum height of each sign shall not exceed three (3) feet.
 - (d) Maximum width of each sign shall not exceed three (3) feet.
 - (e) Such signs may be constructed of wood, metal, or plastic.
 - (f) Such signs shall be allowed to be displayed during the course of construction and shall be removed within seven (7) days after completion of the construction work.
 - (g) No such sign shall be illuminated, except for construction safety lights placed in hazardous areas.
- O. Exempt signs. The following signs are authorized without a zoning permit, so long as such signs conform to the standards contained herein.
- (1) Official traffic signs.
 - (2) Public or regulatory signs installed, required, or authorized by local, state, or federal governments, agencies, or utilities, including but not limited to traffic, utility, safety, railroad crossing, and identification or directional signs for public facilities.
 - (3) Lamppost banners or overhead banners spanning a street or roadway advertising public functions or fund-raising events for charitable, or religious, civic, philanthropic, or educational organization installed, required, or authorized by local government.
 - (4) Historical tablets, cornerstones, memorial plaques, and emblems installed, required, or authorized by local government.
 - (5) Holiday and seasonal displays.
 - (6) Art and murals, provided that such are non-commercial in nature, and not illuminated.
 - (7) Personal expression signs of any sign type, including flags, provided that such signs are non-commercial in nature, and not illuminated. There shall be a maximum of three (3) such signs on each property and the maximum size of all such signs, taken together, shall not exceed six (6) square feet in area.
 - (8) Street address signs, provided that there are not more than two (2) such signs stating the address, number and/or name of the occupants of the premises, are non-commercial in nature, and not illuminated. Within residential districts, such signs shall not exceed three (3) square feet in area. Within non-residential districts, such signs shall not exceed five (5) square feet in area.
 - (9) Security and warning signs, provided that such signs are non-commercial in nature, and not illuminated. Within residential districts, such signs shall not exceed two (2) square feet in area. Within non-residential districts, there shall be a maximum of one (1) larger sign not to exceed five (5) square feet in area. All other signs shall not exceed two (2) square feet in area.
 - (10) Private roadway, driveway, or premises signs, provided that such signs are non-commercial in nature, and not illuminated. Within residential districts, such signs shall not exceed two (2) square feet in area. Within non-residential districts, there shall be a maximum of one (1) larger sign not to exceed five (5) square feet in area. All other signs shall not exceed two (2) square feet in area.

- (11) Directional, loading zone, entrance, and exit signs, provided that such signs are non-commercial in nature, and not illuminated. Such signs shall not exceed three (3) square feet in area and shall not exceed three (3) feet in height.
 - (12) Virtual signs which are projected onto a sidewalk for a ground-floor business in the CBD and C district, provided that there is not more than one (1) such sign for each business and such sign does not exceed six (6) square feet in area as measured on the sidewalk. The projector shall be oriented to project onto the sidewalk along the frontage of the business and shall be turned off upon the close of business each day.
 - (13) Signs which are an integral part of vending machines, including gasoline pumps, provided they do not exceed two (2) square feet in area.
 - (14) Garage sale signs in accordance with Chapter 213.
- P. Prohibited signs. All types of signs not expressly permitted by this section are prohibited, including, but not limited to, the following:
- (1) Signs which move in whole or in part by any means, including fluttering, rotating or motion, nor which emit smoke, visible vapors, particulate matter, sound, odor, or open flames.
 - (2) Signs which are interactive, or display animation, scrolling, flashing or intermittent text, graphics, or lights.
 - (3) Signs which directly or indirectly causes or produces any glare into a street or upon any property.
 - (4) Signs of such design and location that they interfere with, obstruct, imitate, resemble, compete for attention with or may be mistaken for official traffic light, signs or signals.
 - (5) Signs which are affixed to, painted on, or placed in or upon any parked vehicle, parked trailer, or other parked device capable of being towed so as to advertise a business to the passing vehicle or pedestrian shall not be permitted.
 - (6) Signs which prevent free ingress or egress from any window, door, fire escape or other openings for emergency access and escape.
 - (7) Signs which are located within a clear sight triangle.
 - (8) Signs which are located within a public right-of-way, except for those owned and operated by a duly constituted government authority, including but not limited to any street tree, lamppost, fire hydrant, or utility pole.
 - (9) Signs commonly known as "roof" or "sky" signs which are supported principally by the roof and which project above and over the roof of the structure.
 - (10) Signs containing information which state or imply that a property may be used for any purpose not permitted as governed by the regulations of this chapter.
 - (11) Signs on a vacant or unimproved property which do not exclusively specify the sale, lease, transfer, zone or permitted use of the property.
 - (12) Signs erected without the permission of the property owner, except for those authorized or required by local, state, or federal government.

- (13) Strings or streamers, flags, pennants, spinners or similar devices strung across, upon, over or along any building or building.
- (14) Inflatable devices or balloon signs, except for balloons used for temporary purposes as provided herein.
- (15) Signs or advertising matter that exhibit statements, words, or pictures of indecent or obscene nature, or promote illegal activity.

SECTION 3. §230-132 of the "Code of the Borough of Highland Park" concerning signage regulations within the RA Single-Family Residential Zone is hereby amended as follows:

§230-132 RA Single-Family Residential Zone.

The following regulations shall apply in the RA Residential Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. Reserved.

SECTION 4. §230-133 of the "Code of the Borough of Highland Park" concerning signage regulations within the RB Two-Family Residential Zone is hereby amended as follows:

§230-133 RB Two-Family Residential Zone.

The following regulations shall apply in the RB Residential Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. Reserved.

SECTION 5. §230-134 of the "Code of the Borough of Highland Park" concerning signage regulations within the RA-E Single-Family Residential — Ecological Preservation Zone is hereby amended as follows:

§230-134 RA-E Single-Family Residential — Ecological Preservation Zone.

- A. (No changes)
- B. (No changes)

- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.
- I. (No changes)

SECTION 6. §230-134.1 of the "Code of the Borough of Highland Park" concerning signage regulations within the MFAH Multifamily Residential-Overlay Zone is hereby amended as follows:

§230-134.1 MFAH Multifamily Residential-Overlay Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. (No changes)
- J. (No changes)
- K. (No changes)
- L. (No changes)
- M. (No changes)
- N. (No changes)
- O. (No changes)
- P. (No changes)
- Q. (No changes)
- R. (No changes)
- S. (No changes)
- T. (No changes)
- U. Reserved.

SECTION 7. §230-135 of the "Code of the Borough of Highland Park" concerning signage regulations within the RM-G Residential Multifamily – Garden Apartment Zone is hereby amended as follows:

§230-135 RM-G Residential Multifamily – Garden Apartment Zone.

The following regulations shall apply in the RM-G Residential Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.

SECTION 8. §230-136 of the "Code of the Borough of Highland Park" concerning signage regulations within the RM-T Residential Multifamily – Townhouse Zone is hereby amended as follows:

§230-136 RM-T Residential Multifamily – Townhouse Zone.

The following regulations shall apply in the RM-T Residential Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.

SECTION 9. §230-137 of the "Code of the Borough of Highland Park" concerning signage regulations within the RM-M Residential Multifamily – Mid-Rise Zone is hereby amended as follows:

§230-137 RM-M Residential Multifamily – Mid-Rise Zone.

The following regulations shall apply in the RM-M Residential Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)

- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. Reserved.

SECTION 10. §230-138 of the "Code of the Borough of Highland Park" concerning signage regulations within the RMT-W Residential Multifamily Townhouse – Waterfront Preservation Zone is hereby amended as follows:

§230-138 RMT-W Residential Multifamily Townhouse – Waterfront Preservation Zone.

The following regulations shall apply in the RMT-W Residential Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. Reserved.

SECTION 11. §230-139 of the "Code of the Borough of Highland Park" concerning signage regulations within the RMT-H Residential Multifamily Townhouse – Historic Preservation Zone is hereby amended as follows:

§230-139 RMT-H Residential Multifamily Townhouse – Historic Preservation Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. (No changes)
- J. Reserved.
- K. (No changes)

SECTION 12. Section 230-139.1 of the "Code of the Borough of Highland Park" concerning signage regulations within the PURD-1 Planned Unit Residential Development Zone is hereby amended as follows:

Section 230-139.1 PURD-1 Planned Unit Residential Development Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.
- I. (No changes)
- J. (No changes)
- K. (No changes)

SECTION 13. §230-139.2 of the "Code of the Borough of Highland Park" concerning signage regulations within the Planned Unit Residential Development-2 (PURD-2) Zone is hereby amended as follows:

§230-139.2 Planned Unit Residential Development-2 (PURD-2) Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.
- I. (No changes)
- J. (No changes)
- K. (No changes)
- L. (No changes)
- M. (No changes)
- N. (No changes)

- O. (No changes)

SECTION 14. §230-140 of the "Code of the Borough of Highland Park" concerning signage regulations within the CBD Central Business District Zone is hereby amended as follows:

§230-140 CBD Central Business District Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. Reserved.

SECTION 15. §230-141 of the "Code of the Borough of Highland Park" concerning signage regulations within the C Commercial Zone is hereby amended as follows:

Section 230-141 C Commercial Zone.

The following regulations shall apply in the C Commercial Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. Reserved.

SECTION 16. §230-142 of the "Code of the Borough of Highland Park" concerning signage regulations within the PO Professional Office Zone is hereby amended as follows:

§230-142 PO Professional Office Zone.

The following regulations shall apply in the PO Professional Office Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)

- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.

SECTION 17. §230-143 of the "Code of the Borough of Highland Park" concerning signage regulations within the LI Light Industrial Zone is hereby amended as follows:

§230-143 LI Light Industrial Zone.

The following regulations shall apply in the LI Light Industrial Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. Reserved.

SECTION 18. §230-144 of the "Code of the Borough of Highland Park" concerning signage regulations within the QP Quasi-Public Zone is hereby amended as follows:

§230-144 QP Quasi-Public Zone.

The following regulations shall apply in the QP Quasi-Public Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.

SECTION 19. §230-145 of the "Code of the Borough of Highland Park" concerning signage regulations within the CS Community Service Zone is hereby amended as follows:

§230-145 CS Community Service Zone.

The following regulations shall apply in the CS Community Service Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. Reserved.

SECTION 20. §230-146 of the "Code of the Borough of Highland Park" concerning signage regulations within the C/R Conservation/Recreation Zone is hereby amended as follows:

§230-146 C/R Conservation/Recreation Zone.

The following regulations shall apply in the C/R Conservation/Recreation Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. Reserved.

SECTION 21. §230-147 of the "Code of the Borough of Highland Park" concerning signage regulations within the SC Senior Citizen Housing Zone is hereby amended as follows:

§230-147 SC Senior Citizen Housing Zone.

The following regulations shall apply in the SC Senior Citizen Housing Zone.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. Reserved.

SECTION 22. §230-158 of the "Code of the Borough of Highland Park" concerning architectural design standards and guidelines in the C, PO and CBD Districts Zone is hereby amended as follows:

§230-158. Architectural design standards and guidelines.

- A. (No changes)
- B. (No changes)
- C. (No changes)
- D. (No changes)
- E. (No changes)
- F. (No changes)
- G. (No changes)
- H. (No changes)
- I. (No changes)
- J. (No changes)
- K. (No changes)
- L. (No changes)
- M. (No changes)
- N. (No changes)
- O. (No changes)
- P. (No changes)
- Q. (No changes)
- R. (No changes)
- S. (No changes)
- T. (No changes)
- U. Storefront design.
 - (1) Buildings with frontages having active ground-floor uses shall be fenestrated with transparent windows and doors for a minimum of 60% of the street frontage at grade to allow for visibility to the inside of the ground-floor uses.
 - (2) In no case shall more than 40% of the total area of ground-floor windows, including window portions of doors, be covered by signs, arts, murals, paint, opaque panels, or similar treatments.
 - (3) In no case shall ground-floor windows, including window portions of doors, utilize interior film or reflective, opaque, or tinted glazing.

- (4) In no case shall ground-floor windows, including window portions of doors, be blocked by lowered ceilings, shelving, refrigeration units, cases, or other obstructions, except for products displayed by the business that are oriented to the street.
- (5) Ground-floor windows may utilize sun shading devices, such as blinds, shades, curtains, or similar window coverings, provided that such devices are utilized only for purposes of reducing solar heat gain through the windows. Shade is encouraged to be accomplished by the use of awnings, overhangs, trellises, and similar treatments.
- (6) These standards shall apply unless superseded by other local, state, or federal law.

V. Awnings and canopies.

- (1) Fixed or retractable awnings are permitted at ground-floor level and on upper levels where appropriate, provided they complement a building's architectural style; are compatible with its materials, colors and details; do not conceal architectural features, such as cornices, columns, pilasters or decorative details; do not impair facade composition; and are designed to work within the building's facade subdivisions.
- (2) Awnings shall be sloped having a standard or concave shape. Awnings having a balloon, dome, bullnose, quarter-round, waterfall, and other convex shape shall not be permitted, unless the shape of the opening is arched, in which case an awning shall follow the contour of the opening. Awnings shall not wrap around corners of buildings. The underside of the awning shall remain open.
- (3) The minimum height from grade to lowermost portion of an awning shall be eight (8) feet. Valences shall not exceed more than 12 inches in height. Valences that are unframed and flexible may extend into the vertical clearance area.
- (4) Awnings shall be constructed of a non-vinyl cloth or canvas with a matte finish or material similar in appearance and texture. Metal or aluminum awnings shall be prohibited. Only solid or striped patterns are permitted.
- (5) Canopies shall be permitted to extend over the sidewalk but shall not restrict pedestrian circulation and shall follow the standards set forth for awnings.
- (6) Particular attention shall be taken with selection of the appropriate supporting structure and hardware, as well as with the location and method by which it is attached to the building facade.
- (7) Where multiple awnings and/or canopies are utilized within a single building, such shall be located at the same height and utilize the same shape, material, and color as a means of unifying the structure.

W. (No changes)

SECTION 23. Any article, section, paragraph, subsection, clause, or other provision of the BOROUGH Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 24. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 25. This ordinance shall take effect upon its passage and publication and filing with the County of Middlesex Planning Board, and as otherwise provided for by law.

Introduced at the meeting on: June 18, 2024.

Adopted at the public hearing on: _____, 2024.

ATTEST:

APPROVED: _____, 2024

Jennifer Santiago
Borough Clerk

Elsie Foster
Mayor

BOROUGH OF HIGHLAND PARK
PRIMARY SIGN MATRIX

SIGN TYPE	Maximum Number	Maximum Area	Maximum Height from Grade	Maximum Sign Height	Maximum Sign Width	Maximum Character Height	Location Standards	Other Standards	Illumination Standards
Residential Development Signs									
Uses in MFAH District	1 per property	24 SF	N/A	N/A	N/A	N/A	Min. 10' Setback from Lot Line; Max. 60' Setback from So. 8th Ave.	Provided with a monument-style base with planter area	No internal illumination
Uses in RM-G, RM-T, RM-M, and RMT-W Districts	1 per property	24 SF	7'	N/A	8'	N/A	Min. 10' Setback from Lot Line	Provided with a monument-style base with planter area	No illumination
Uses in PURD-1 and PURD-2 Districts	1 per property	24 SF	7'	N/A	8'	N/A	Min. 10' Setback from Lot Line; If externally illuminated, Min. 100'	Provided with a monument-style base with planter area	No internal illumination
Uses in RMT-H District									
Freestanding Sign	1 per property	25 SF	8'	N/A	N/A	N/A	Min. 10' Setback from Lot Line; Min. 5' Setback from Driveway	Provided with a monument-style base with planter area	No internal illumination
Wall-Mounted Roadway Entrance Sign	2 per property	30 SF Each	8'	2.5'	N/A	N/A	N/A	N/A	N/A
Ground-Floor Business in the Central Business District & Commercial District									
Freestanding Sign	1 per property	6 SF	5'	3'	3'	1'	Min. 10' Setback from Lot Line	Construction Standards; See §230-115.L.(1)(g)	No internal illumination; If externally illuminated, turn off after 10 PM
Wall-Mounted Sign	3 per business	24 SF Total or 10% of Façade NTE 48 SF Total	Top of Wall or Bottom of Second-Story Window	3'	16'	18"	N/A	N/A	N/A
Blade Sign	1 per business	12 SF	Top of Wall or Bottom of Second-Story Window; Min. 8'	4'	4'	2'	Max. 5' Projection; Min. 5' Setback from Curb	No closer than 8' from another blade sign	If externally illuminated, light fixture within 1' of sign
Awning Sign	3 per business	10 SF Total	N/A	N/A	N/A	8"	N/A	Construction Standards; See §230-115.L.(4)(c)	No internal illumination; If externally illuminated, light fixture above awning
Window Sign	N/A	15% / 25% of Windows Total; 8 SF Each	N/A	4'	4'	18"	N/A	Construction Standards; See §230-115.L.(5)(e)	No external illumination; If internally illuminated, affixed to window
Sandwich Board Sign	1 per business	6 SF	4'	3'	3'	18"	N/A	Time and Construction Standards; See §230-115.L.(6)(g) & (h)	No illumination
Additional Signs - See §230-115.L.(7)									
Ground-Floor Business in the Professional Office District & Residential Districts									
Freestanding Sign	1 per property	3 SF	5'	3'	3'	1'	Min. 5' Setback from Lot Line	Construction Standards; See §230-115.J.(1)(g)	No internal illumination; If externally illuminated, turn off after 10 PM
Wall-Mounted Sign	1 per business	3 SF	Top of Wall or Bottom of Second-Story Window	3'	3'	1'	N/A	Construction Standards; See §230-115.J.(2)(f)	No illumination
Window Sign	N/A	10% of Windows Total; 3 SF Each	N/A	3'	3'	1'	N/A	Construction Standards; See §230-115.J.(3)(e)	No illumination
Building Name Signs in the Central Business District & Commercial District									
Wall-Mounted Building Sign	1 per building	12 SF	Top of Wall	2'	8'	1'	N/A	N/A	No illumination
Directory Signs in the Central Business District & Commercial District									
Freestanding Directory Sign	1 per property or building	6 SF Overall; 1 SF per Tenant	5'	3'	3'	6"	Min. 5' Setback from Lot Line	Construction Standards; See §230-115.L.(2)(g)	No internal illumination; If externally illuminated, turn off after 10 PM
Wall-Mounted Directory Sign	1 per building	6 SF Overall; 1 SF per Tenant	Top of Wall or Bottom of Second-Story Window	3'	3'	6"	N/A	N/A	No illumination
Other Uses									
Any use other than single- and two-family dwellings in QP, CS, C/R, and SC districts	1 per property	12 SF	6'	N/A	N/A	N/A	Min. 10' Setback from Lot Line	Provided with a monument-style base with planter area	No internal illumination; If externally illuminated, turn off after 10 PM
Any use other than single- and two-family dwellings in LI District									
Freestanding Sign	1 per property	24 SF	6'	N/A	N/A	N/A	N/A	N/A	No internal illumination; If externally illuminated, turn off after 10 PM
Wall-Mounted Sign	1 per building	5% of Façade NTE 24 SF	N/A	N/A	N/A	N/A	N/A	N/A	No illumination
Churches, synagogues, and other similar places of worship in any district.									
Freestanding Sign	1 per property	16 SF	6'	N/A	N/A	N/A	N/A	Provided with a monument-style base with planter area	No internal illumination; If externally illuminated, turn off after 10 PM
Wall-Mounted Sign	3 per building	5% of Façade NTE 16 SF Total	N/A	N/A	N/A	N/A	N/A	N/A	No illumination

**ORDINACE NO. 24-2088
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX,**

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE REVISED GENERAL
ORDINANCES OF THE BOROUGH OF HIGHLAND PARK,
CHAPTER 328, "SEWER AND WATER"**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF
HIGHLAND PARK AS FOLLOWS:**

SECTION 2. Section 328-23 of the "Code of the Borough of Highland Park" shall have the water consumption rates increased as shown below and the relevant portions of the ordinance shall read as follows (strikethroughs reflects deletions; underlined material is new):

§ Section 328-23 **Water consumption rates.**

A. Rates. The rate charged for all water used by each consumer shall be as follows:

Usage Amount (cubic feet)	Rate
0 to 799	\$44.76 <u>\$49.24</u> flat charge
800 to 999	\$58.04 <u>\$63.84</u> flat charge
1,000 to 3,499	\$72.50 <u>\$79.75</u> per 1,000 cubic feet
3,500 and up	\$77.57 <u>\$85.33</u> per 1,000 cubic feet

SECTION 3. Section 328-38 of the "Code of the Borough of Highland Park" shall have the sewer rental rates increased as shown below and the relevant portions of the ordinance shall read as follows:

§ 328-38 **Sanitary sewer rentals.**

A. Rates. Sewer rental shall be paid quarterly for the use of the sanitary sewers connected to any premises or lot in the Borough of Highland Park, in accordance with the following rates and classifications:

(4) Rates. The rates charged for all sewer rentals for each consumer shall be as follows:

Usage Amount (cubic feet)	Rate
0 to 799	\$35.64 <u>\$39.20</u> flat charge
800 to 999	\$45.80 <u>\$50.38</u> flat charge
1,000 to 3,499	\$55.42 <u>\$60.96</u> per 1,000 cubic feet
3,500 and up	\$59.29 <u>\$65.22</u> per 1,000 cubic feet

SECTION 4. This Ordinance shall take effect upon its passage and publication as provided for by law and shall further take effect as of the third quarter of 2024.

Introduced and passed on first reading by title: June 18, 2022

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago
Borough Clerk

Elsie Foster
Mayor

**ORDINANCE NO. 24-2089
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX, NJ**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND
PARK, COUNTY OF MIDDLESEX, STATE OF NEW
JERSEY, ADOPTING THE REDEVELOPMENT PLAN
ENTITLED “UPPER RARITAN AVENUE
REDEVELOPMENT PLAN”**

WHEREAS, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the “**Borough**”) 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, by Ordinance No. 16-1921, adopted on December 20, 2016, the Borough Council of the Borough (the “**Council**”) designated the entire area within the Borough as an area in need of rehabilitation, including Block 3801, Lots 2, 3, 4, 5, 6, 7, 16, and 17, and Block 3802, Lots 2, 6, and 7 (collectively, the “**Property**”) in accordance with the Redevelopment Law; and

WHEREAS, by Resolution No. 2023-02, adopted on June 13, 2023, the Council authorized LRK, Inc. (the “**Planner**”) to prepare a redevelopment plan for the Property, which plan is entitled the “Upper Raritan Avenue Redevelopment Plan” (the “**Redevelopment Plan**”); and

WHEREAS, by Resolution 7-24-196 adopted on July 16, 2024, the Council referred the Redevelopment Plan to the Borough Planning Board (the “**Planning Board**”) for its review and comment; and

WHEREAS, on August 8, 2024, the Planning Board reviewed the Redevelopment Plan and determined that it was substantially consistent with the Borough’s Master Plan; and

WHEREAS, following such review the Planning Board has rendered its report and recommendations to the Council and by resolution recommended the adoption of the Redevelopment Plan pursuant to *N.J.S.A. 40A:12A-7(e)*; and

WHEREAS, the Council hereby finds it appropriate for the Redevelopment Plan to be adopted for the Property and that the Redevelopment Plan is substantially consistent with the Master Plan for the Borough; and

WHEREAS, the Council now desires to adopt the Redevelopment Plan and to direct that the applicable provisions of the Borough’s Zoning Ordinance and Map be amended and superseded to reflect the provisions of the Redevelopment Plan, as and to the extent set forth therein.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HIGHLAND PARK AS FOLLOWS:

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

Section 2. The recommendations of the Planning Board are hereby accepted, and the Redevelopment Plan, attached hereto as Exhibit A, is hereby adopted pursuant to the terms of the Redevelopment Law.

Section 3. The zoning district map and the zoning ordinance of the Borough are hereby amended to incorporate and reflect the Redevelopment Plan, and, to the extent provided in the Redevelopment Plan, are superseded thereby.

Section 4. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 5. A copy of this Ordinance and the Redevelopment Plan shall be available for public inspection at the office of the Borough Clerk during regular business hours.

Section 6. This Ordinance shall take effect in accordance with all applicable laws.

Introduced and Passed on First Reading: July 16, 2024

Adopted: August 13, 2024 Approved: August 13, 2024

Attest:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

Exhibit A

Upper Raritan Avenue Redevelopment Plan

UPPER RARITAN AVENUE REDEVELOPMENT PLAN

Block 3801, Lots 2, 3, 4, 5, 6, 7, 16 & 17; Block 3802, Lots 2, 6 & 7
Borough of Highland Park, Middlesex County, New Jersey

Prepared by **LRK, Inc.** | July 12, 2024



HIGHLAND
PARK

Upper Raritan Avenue Redevelopment Plan

Block 3801, Lots 2, 3, 4, 5, 6, 16 & 17; Block 3802, Lots 2, 6 & 7
Borough of Highland Park, Middlesex County, New Jersey

Recommended by the Planning Board on Month ##, 2024

Adopted by the Borough Council on Month ##, 2024



Prepared on behalf of:

Highland Park Borough Council

Borough Hall
221 South 5th Avenue
Highland Park, NJ 08904



Prepared by:

LRK, Inc.

1218 Chestnut Street, 5th Floor
Philadelphia, PA 19107

The original copy of this document was appropriately signed and sealed in accordance to N.J.S.A. 45:14A-1 et seq.

A handwritten signature in black ink, appearing to read "James P. Constantine".

James P. Constantine, PP
NJPP License No. 3982

A handwritten signature in black ink, appearing to read "Chris S. Cosenza".

Chris S. Cosenza, AICP, PP, LEED AP
NJPP License No. 6344



HIGHLAND
PARK

ACKNOWLEDGMENTS

MAYOR & BOROUGH COUNCIL

Mayor	<i>Elsie Foster</i>	Councilmember	<i>Matthew Hale</i>
Council President	<i>Matthew Hersh</i>	Councilmember	<i>Stephany Kim Chohan</i>
Councilmember	<i>Tara Canavera</i>	Councilmember	<i>Jason Postelnik</i>
Councilmember	<i>Philip George</i>		
Borough Attorney	<i>Sapana Shah, Esq., Rainone Coughlin Minchello, LLC</i>		
Borough Administrator	<i>Teri Jover</i>		
Borough Clerk	<i>Jennifer Santiago. RMC, CMR</i>		

PLANNING BOARD

Class I Member	<i>Elsie Foster</i>	Class IV Member	<i>Alvin Chin</i>
Designee, Vice Chair	<i>Padraic Millet</i>	Class IV Member	<i>Khalidra Hadhazy</i>
Class II Member	<i>Scott Brescher</i>	Class IV Member	<i>Paul Lanaris</i>
Class III Member, Liaison	<i>Matthew Hale</i>	Class IV Member	<i>Jeff Perlman</i>
Class IV Member, Chair	<i>Rebecca Hand</i>	Alternate I	<i>Dan Stern Cardinale</i>
Class IV Member, Secretary	<i>Allan Williams</i>	Alternate II	<i>Stephen Eisdorfer</i>
Board Attorney	<i>Roger W. Thomas, Esq., Dolan and Dolan, P.A.</i>		
Board Engineer	<i>Bruce M. Koch, PE, PP, CME, CME Associates</i>		
Board Planner	<i>Chris S. Cosenza, AICP, PP, LEED AP, LRK, Inc.</i>		
Board Clerk	<i>Jennifer Santiago. RMC, CMR</i>		

BOROUGH PROFESSIONALS

Redevelopment Attorney	<i>Joseph P. Baumann, Jr., Esq., McManimon, Scotland & Baumann, LLC</i> <i>J. Nicholas Strasser, Esq., McManimon, Scotland & Baumann, LLC</i>		
Borough Engineer	<i>Bruce M. Koch, PE, PP, CME, CME Associates</i>		
Borough Planner	<i>Jim Constantine, PP, LRK, Inc.</i>		

BOROUGH STAFF

Construction Official	<i>Scott Brescher</i>
Zoning Official	<i>Mike Mullin</i>

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1 | INTRODUCTION

1.1 PURPOSE OF THIS REDEVELOPMENT PLAN

Highland Park's tree-lined, pedestrian- and bicycle-friendly streets and its walkable downtown create a unique sense of place for its residents, more than half of whom are affiliated with Rutgers University - New Brunswick, making the Borough of Highland Park (the "Borough") a part of the college community across the Raritan River. These key amenities are sought after by both Millennials and "Empty Nesters" alike, both of which are already-growing demographic groups in Highland Park.

Over the past 20 years, the Borough has undertaken several planning activities in efforts to make the community a vital and sustainable place to live, work, and play. The Mayor and Council of the Borough of Highland Park (the "Borough Council") have been proactively engaging in a number of redevelopment projects as a tool for stimulating private investment throughout Highland Park, particularly within the downtown area and other commercial corridors, in accordance with the New Jersey Local Redevelopment and Housing Law (the "LRHL") at [N.J.S.A. 40:A:12A-1 et seq.](#)

Among numerous redevelopment actions taken to date, the Borough Council adopted Ordinance No. 16-1921 in December 2016, which designated the entirety of the municipality as an "area in need of rehabilitation," conducted several preliminary investigations and designated such properties as "areas in need of redevelopment," and prepared several site-specific redevelopment plans throughout the Highland Park.

Concurrently, the Borough has recognized a need for significant and sustained attention to the Upper Raritan Avenue corridor, which was one of several areas of focus in the 2019 Land Use Plan Element of the Highland Park Master Plan (the "Master Plan"). During the public engagement process for the Master Plan, only 5% of survey respondents stated that they would like to see the Upper Raritan Avenue corridor to "remain the same," demonstrating a strong desire from the community for the revitalization of this corridor.

UPPER RARITAN AVENUE CORRIDOR VISION

Evolve to meet current conditions and emerging trends by transforming outdated commercial corridors into safer, more attractive, and livable Complete Streets by enriching the mix of uses and enhancing the gateway to create a sense of arrival.

Map 1. Context Map



The purpose of this redevelopment plan is to create a shared vision and implementation plan for the rehabilitation and/or redevelopment of the frontages of two (2) blocks along the south side of Raritan Avenue, between South 10th Avenue and Merilind Avenue, by “filling in the gap” within the Raritan Avenue streetscape that serves as a high-quality transition between the downtown area and residential neighborhoods.

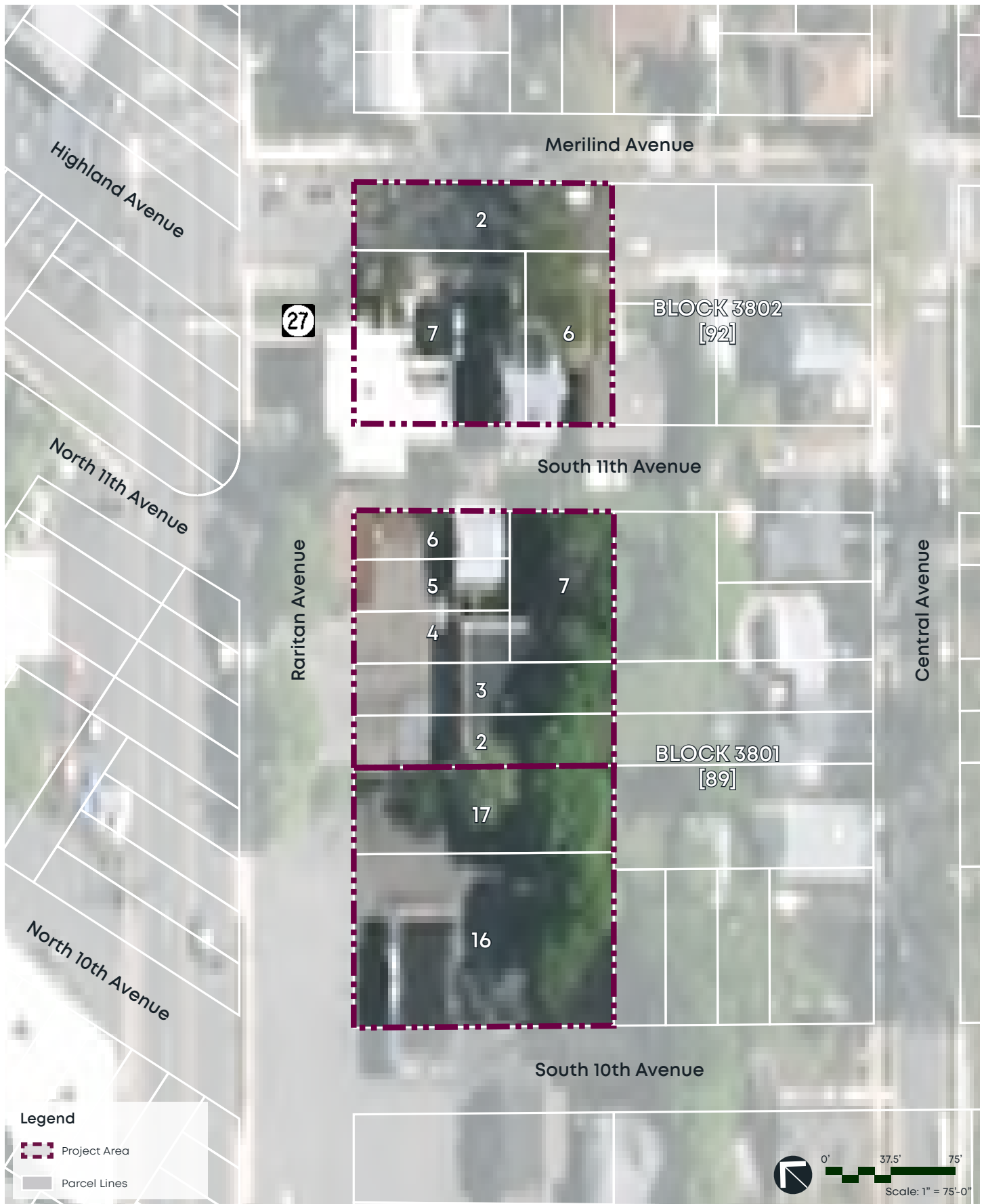
More specifically, the Borough seeks to utilize this redevelopment plan to establish the necessary zoning and development standards to permit mixed-use buildings fronting Raritan Avenue, with driveway access from side streets leading to parking areas at the rear of buildings, related streetscape and site improvements, enhanced sidewalk and bicycle infrastructure and related amenities, together with a series of public benefits and improvements with the principal goal of supporting the evolution and enhancement of the Upper Raritan Avenue corridor.

As such, in order to stimulate private investment, promote community benefits, prevent further deterioration, and advance desirable rehabilitation and/or redevelopment within the Borough, consistent with the vision, goals, and objectives of the Master Plan, the Borough Council seeks to rehabilitate and/or redevelop Block 3801, Lots 2, 3, 4, 5, 6, 7, 16 & 17 and Block 3802, Lots 2, 6 & 7 (the “Project Area”) in accordance with this redevelopment plan entitled “Upper Raritan Avenue Redevelopment Plan” (the “Redevelopment Plan” or “Plan”).



Looking north at the Project Area. Generally, the Project Area contains a mix of vacant and underutilized lots, and several non-conforming uses. During the master planning process in 2019, the Highland Park community raised several challenges associated with the Upper Raritan Avenue corridor, including the lack of a sense of place or arrival, high vehicle speeds and unsafe crossings, lack of pedestrian and bicycle infrastructure and amenities, exposed parking areas, and a lack of street trees, landscaping, and street furniture.

Map 2. Project Area Map



2 | REDEVELOPMENT STATUTE

2.1 PURPOSE OF THE REDEVELOPMENT STATUTE

In 1992, the New Jersey State Legislature enacted the LRHL, which was largely based on the 1949 Blighted Areas Act. The Legislature revised, consolidated, and ultimately replaced the State’s various redevelopment statutes with a new statute concerning redevelopment and housing by the State’s local governments

The LRHL was designed by the Legislature to guide municipalities and local governments through the process of rehabilitation and redevelopment, finding at N.J.S.A. 40A:12A-2.a. that:

“There exist, have existed and persist in various communities of this State conditions of deterioration in housing, commercial and industrial installations, public services and facilities and other physical components and supports of community life, and improper, or lack of proper, development which result from forces which are amenable to correction and amelioration by concerted effort of responsible public bodies, and without this public effort are not likely to be corrected or ameliorated by private effort.”

Generally speaking, the LRHL is a planning and financial tool that grants municipalities and local governments a number of redevelopment powers, including the ability to initiate a process that can transform underutilized or poorly designed properties with the principal goal of promoting physical development most conducive to the social and economic improvement of the State and its municipalities.

According to the LRHL, before the municipality is authorized to exercise any redevelopment powers, a specified area must be designated a rehabilitation and/or redevelopment area by resolution, and a redevelopment plan must be prepared and adopted by ordinance. In order to utilize the power of eminent domain, the area must have been designated as a “condemnation area in need of redevelopment” or have been designated as a redevelopment area before the effective date of P.L. 2013, c. 159.

Once an area has been designated a rehabilitation and/or redevelopment area, a redevelopment plan may be prepared to utilize various planning and financial tools to eliminate the conditions that cause the area to be considered a rehabilitation and/or redevelopment area, to make redevelopment projects more feasible by utilizing financial subsidies or other incentive programs offered by various agencies, and to foster public-private partnerships that facilitate the desired redevelopment of the area.

From a practical standpoint, a redevelopment plan is essentially a combined “mini” master plan and zoning ordinance for the designated rehabilitation and/or redevelopment area, and may prescribe specific zoning regulations and detailed development and design standards that reflect the community’s vision and desired improvement of the area.

The redevelopment planning process has been used successfully throughout the State, including within the Borough, to creatively improve properties which meet the statutory criteria into healthier, more vibrant and/or economically productive land uses.

REDEVELOPMENT IN HIGHLAND PARK



BEFORE



AFTER

31 River Road

The Redevelopment Area is located in the western portion of the Borough, and is directly opposite the Environmental Education Center and the Raritan River Greenway. The one-acre lot contained a one-story medical office building containing approximately 11,000 SF of floor area, which stood isolated within a primarily residential area.

The plan promoted multi-family housing in order to attract new markets like empty-nesters and millennials to the community. The Borough incorporated neighborhood input into the plan, including goals and objectives that maintained the existing rear parking lot and vegetation as well as improved existing pedestrian and bicycling issues.

The ultimate redevelopment, now known as "The Frederick," was completed with 34 market-rate and six (6) affordable units.

137-139 Raritan Avenue

A small one-story commercial building with limited parking facilities originally stood at 137-139 Raritan Ave. The 2005 Downtown Redevelopment Plan was amended in 2017 to permit residential uses on the ground floor at the rear of the building, providing for needed accessible and affordable housing.

The plan also permitted off-site parking (set at one (1) parking space within 1,000 feet of the property for each residential unit and prohibiting curb cuts along Raritan Avenue), which allowed for the project to move forward after delays.

The redevelopment project culminated in a mixed-use building that expanded the first floor and added a second story to accommodate 2,860 SF of commercial space, four (4) market-rate units and one (1) affordable unit.



BEFORE



AFTER

2.2 ADVANTAGES OF A REDEVELOPMENT PLAN

The advantages of a redevelopment plan are that it empowers additional municipal authority by permitting the use of special flexible Smart Growth planning tools otherwise not available under conventional zoning, including the following:

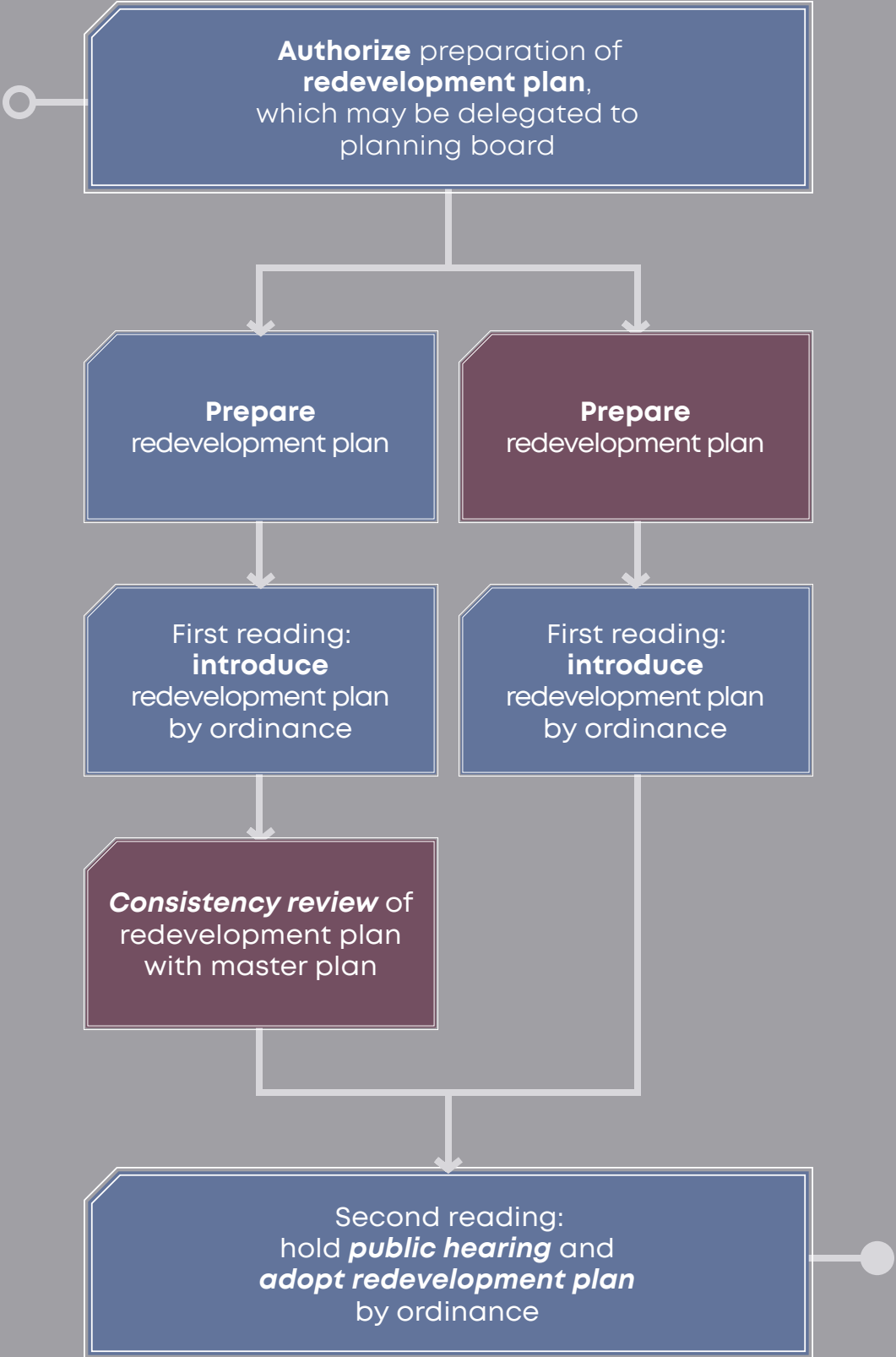
- Offers more flexibility than conventional zoning which is not limited to redevelopment involving the built form, and can include specific areas to be up-zoned or down-zoned, specific structures to be preserved, areas to be preserved as open space and improved as public gathering spaces, parks or other landscape features, as well as the provision for off-tract infrastructure improvements and community benefits.
- The preparation of a site-specific conceptual plan that can prescribe structures and areas to be preserved, land use, intensity of use, residential density, build-to lines, setbacks, height, scale, massing, form, site layout including the location of new structures, parking and pedestrian improvements, streetscape improvements, and other off-site improvements.
- The exercise of greater control over design of any project including detailed development and design standards regulating the layout, design and appearance of future buildings and site improvements.
- The ability to require green infrastructure, sustainable design standards or features, and universal design techniques and strategies be incorporated into the project.
- Empowers the municipality to require that preservation components and future improvements be phased and constructed exactly as detailed and completed within a specific period of time.
- Enables the municipality and property owner to work in a public-private partnering process.
- Authorizes the municipality to designate a qualified redeveloper and define the role and obligations of the redeveloper through a redevelopment agreement that helps protect community interests.
- Makes eligible for certain types of technical and financial assistance from the State to be utilized at the option of the municipality.

2.3 REDEVELOPMENT PROCEDURE

The LRHL provides a detailed process for the municipality and local government to follow in order to exercise its redevelopment powers. This process is meant, in part, to ensure that the public is given adequate notice and an opportunity to participate in the public process and that the governing body acts in concert with the goals and objectives of the municipality's master plan. Recognizing the planning board's role as the steward of the master plan, these steps require the planning board to make recommendations to the governing body.

A summary of the process is more fully described on the following pages.

REDEVELOPMENT PLAN PROCEDURE SUMMARY



 Governing Body  Planning Board

REDEVELOPMENT PLAN

Following the designation of a delineated area as a rehabilitation or redevelopment area, a redevelopment plan, or an amendment or revision to an existing redevelopment plan, may be prepared. The following is a summary of N.J.S.A. 40A:12A-7, concerning the procedure for adoption of a redevelopment plan as well as related public hearing requirements:

- Either the governing body can prepare a redevelopment plan, or it can direct the planning board prepare a redevelopment plan, setting forth the goals, objectives, and specific actions to be taken with regard to the designated rehabilitation or redevelopment area in accordance with the criteria established under N.J.S.A. 40A:12A-7.
 - If the governing body prepares the redevelopment plan, the governing body introduces the redevelopment plan via ordinance for first reading and adopts a resolution referring the proposed redevelopment plan to the planning board for review and recommendation to the governing body, in the same manner as adoption of land development ordinances.
 - The planning board, within 45 days after referral, reviews the proposed redevelopment plan and adopts a resolution containing a report and recommendations to governing body. The report shall include an identification of any provisions in the proposed redevelopment plan which are inconsistent with the master plan and recommendations concerning the inconsistencies and other appropriate matters.
 - The governing body holds a public hearing on the redevelopment plan ordinance and, taking into consideration the recommendations of the planning board, may then act on the redevelopment plan by passing the ordinance adopting the redevelopment plan.
 - If the planning board prepares the redevelopment plan, the governing body is relieved of the referral requirements contained above. After the redevelopment plan is prepared, the governing body introduces the redevelopment plan via ordinance for first reading and thereafter holds a public hearing on the redevelopment plan ordinance, in the same manner as adoption of other municipal ordinances.
- In either case, where the redevelopment plan supersedes the existing zoning ordinance, rather than constituting an overlay zoning, the governing body also adopts an amendment to the zoning map.

2.4 REDEVELOPMENT ACTIONS TAKEN TO DATE

BOROUGH-WIDE REHABILITATION DESIGNATION

On December 20, 2016, the Borough Council adopted Ordinance No. 16-1921, declaring the entire area within the Borough, including the Project Area, an “area in need of rehabilitation” in accordance with the LRHL. This designation will prevent further deterioration and promote the overall development of the Borough, consistent with the goals and objectives of the Master Plan, which include to:

- Ensure a vibrant downtown and commercial corridor;
- Encourage infill development that is compatible with the scale, density and design of the Borough’s existing residential neighborhoods and historic development patterns;
- Preserve and enhance the character and small town feel of the community.

AUTHORIZATION FOR THIS REDEVELOPMENT PLAN

On October 19, 2021, the Borough Council adopted Resolution No. 10-21-269, authorizing a professional services agreement with LRK, Inc. for redevelopment planning services, including the development of a redevelopment plan for the Project Area; however, it was not completed.

Later, the Borough determined that there was a need for continued services to complete a redevelopment plan for the Project Area; therefore, on June 13, 2023, the Borough Council adopted Resolution No. 2023-02 (Appendix A), authorizing a professional services agreement, again with LRK, Inc. for continued redevelopment planning services.

2.5 STATUTORY CRITERIA

Pursuant to the LRHL, a redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the designated area or portion thereof, including the proposed land uses and building requirements for the area. Specifically, N.J.S.A. 40A:12A-7(a) requires the provisions listed on the following page.

STATUTORY REQUIREMENTS OF A REDEVELOPMENT PLAN

The redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

- 1** | Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- 2** | Proposed land uses and building requirements in the project area.
- 3** | Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
- 4** | An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- 5** | Any significant relationship of the redevelopment plan to:
 - (a) the master plans of contiguous municipalities;
 - (b) the master plan of the county in which the municipality is located; and,
 - (c) the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act,” P.L. 1985, c. 398 (C. 52:18A-196 et al.).
- 6** | As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L. 1985, c. 222 (C. 52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
- 7** | A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the “Fair Housing Act,” P.L. 1985, c. 222 (C. 52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the “Fair Housing Act,” P.L. 1985, c. 222 (C. 52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
- 8** | Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

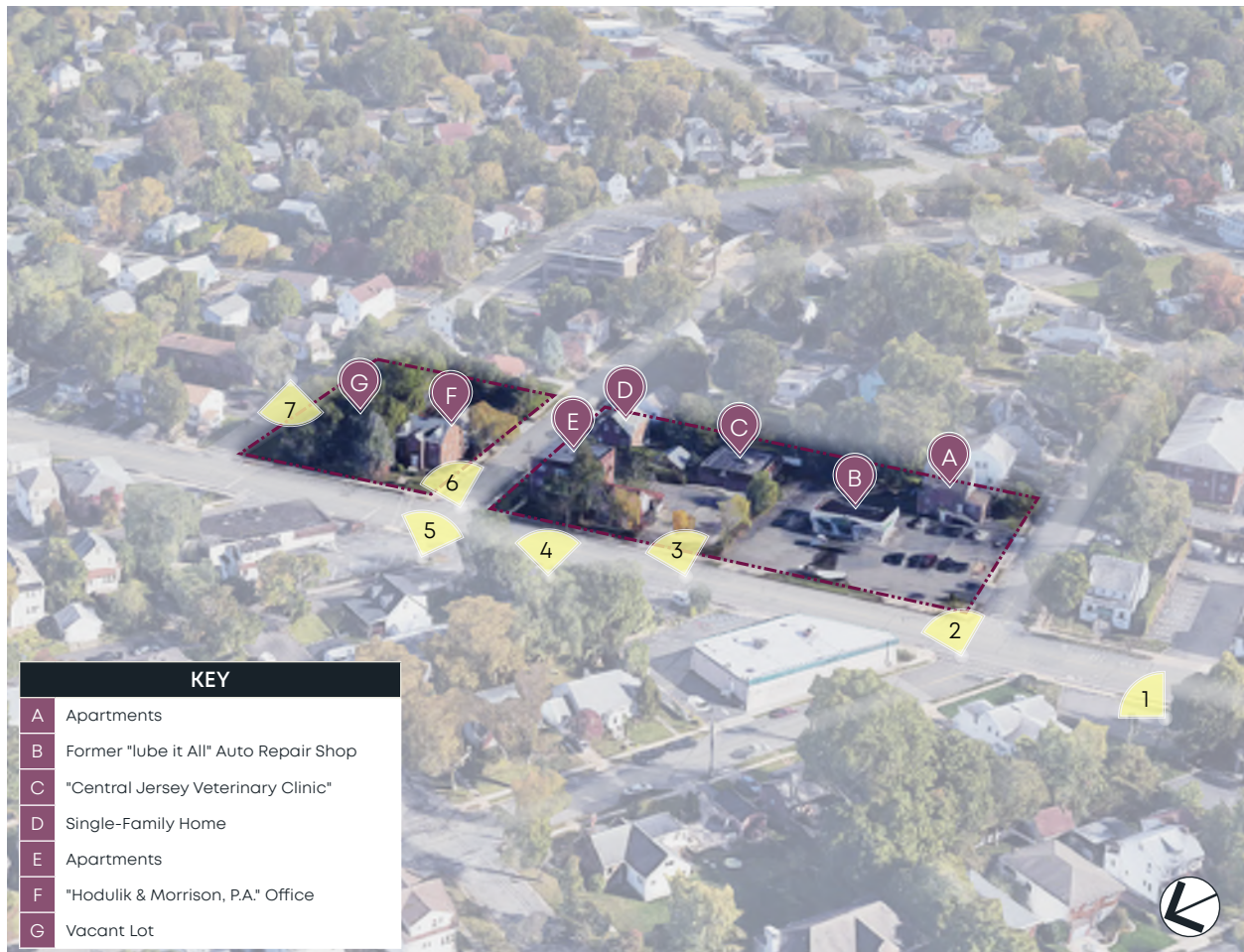
3 | PROJECT AREA DESCRIPTION

3.1 OVERVIEW

The Project Area is situated in the northeast region of the Borough, located on the southeast side of Raritan Avenue (New Jersey State Route 27) between Merilind Avenue to the north, South 10th Avenue to the south, and bisected by South 11th Avenue. As such, the Project Area, as a whole, is not a contiguous assemblage of properties, but rather two (2) groups of properties that, collectively, encompass approximately 1.52 acres of land.

This portion of Raritan Avenue - the so-called Upper Raritan Avenue Corridor - as described by participants in the development of the 2019 Master Plan, has the perception of feeling disconnected from the rest of the community for a variety of reasons, including: a lack of pedestrian and bicycle infrastructure and amenities such as wide public sidewalks, street furniture, decorative street lighting, street trees, landscaping, and a cohesive design palette that would otherwise help to create a sense of arrival to Highland Park and serve as an appropriate transition between Raritan Avenue and the residential areas beyond. Instead, this portion of Raritan Avenue suffers from being perceived as an unwelcoming, and potentially unsafe, high-speed highway corridor.

Bird's Eye View of Existing Conditions



Ground-Level Views of Existing Conditions



3.2 PROPERTY OWNERSHIP

All eight (8) properties are owned by different entities. When taken together, the Project Area comprises approximately 1.52 acres, as summarized in the table below.

Table 1. Property Ownership

Block	Lot	Class	Address	Owner	Acreage ¹
3801	2, 3, 4	4A	1018 Raritan Ave	Highland Investment Group Inc	0.27
3801	5, 6	2	1020 Raritan Ave	John & Thomas Pisciotta	0.12
3801	7	2	10 South 11th Ave	South Eleventh Ave LLC	0.12
3801	16	4A	1010 Raritan Ave	2036 Route 35 Inc	0.34
3801	17	4A	1010 Raritan Ave	2036 Route 35 Inc	0.17
3802	2	1	1102 Raritan Ave	1102 Raritan Avenue LLC	0.14
3802	6	1	South 11th Ave	1102 Raritan Avenue LLC	0.11
3802	7	2	1102 Raritan Ave	1102 Raritan Avenue LLC	0.23
Total					1.50

Note 1: The acreage values listed are approximate and were derived by calculating the area utilizing available online GIS mapping tools provided by the New Jersey Department of Environmental Protection. Therefore, the acreage values listed in the table above may not match the acreage values found in property tax records.

3.3 PROPERTY ASSESSMENT

Property tax records derived from the Middlesex County Property Assessment Search Hub were analyzed to determine the land, improvement, and net assessed value of each property within the Project Area as well as the prior year's property taxes billed, as of January, 2024. The Project Area has a improvement ratio of approximately 99% (meaning land value is nearly equal to improvement value) with total taxes paid of \$83,450.69, as summarized in the table below.

Table 2. Property Assessment

Block	Lot	Assessed Land Value	Assessed Improvement Value	Net Assessed Value	2023 Taxes
3801	2, 3, 4	\$400,000	\$412,200	\$812,200	\$20,288.76
3801	5, 6	\$157,800	\$561,400	\$719,200	\$17,965.62
3801	7	\$178,800	\$222,000	\$400,800	\$10,011.98
3801	16	\$400,000	\$150,000	\$550,000	\$13,739.00
3801	17	\$149,000	\$1,000	\$150,000	\$3,747.00
3802	2	\$100,000	\$0.00	\$100,000	\$2,498.00
3802	6	\$100,000	\$0.00	\$100,000	\$2,498.00
3802	7	\$194,000	\$314,500	\$508,500	\$12,702.33
Totals		\$1,679,600	\$1,661,100	\$3,340,700	\$83,450.69

Map 3. Borough of Highland Park Tax Map Sheet 38

38

38

Legend

-  Project Area
-  Parcel Lines



THIS MAP HAS BEEN GIVEN A
 FORMAL CERTIFICATION BY THE
 DIVISION OF TAXATION ON
 MARCH 17, 2021, SIGNED BY
 JESSICA LARNED-CHIEF, PROPERTY
 ADMIN. AND LATOYA ROBERTSON,
 SUPERVISOR. TAX MAPS SECTION,
 VALUATION & MAPPING AND
 ASSIGNED SERIAL NUMBER 1117

**TAX MAP
 OF HIGHLAND PARK**
 HIGHLAND COUNTY
 SCALE: 1" = 60'
 DATE: JANUARY 2021

ED CLAY
 LICENSED LAND SURVEYOR
 15 BELLEVILLE AVENUE, SUITE 202
 HAMILTON, NEW JERSEY 08611
 LICENSE NUMBER: 12B000012000

• THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/
 DESIGN (CAD/D) AND COORDINATE GEOMETRY (COORD).

DATE	BY	REVISIONS	BLOCK	LOT

3.4 EXISTING LAND USE

Sites & Facilities - The Project Area contains two (2) sites that are enumerated through the New Jersey Department of Environmental Protection (“NJDEP”) New Jersey Environmental Management System (“NJEMS”) database; however, none are classified as Groundwater Contamination Areas (GCA), such as Currently Known Extent (CKE) or Classification Exception Area (CEA), or Known Contaminated Sites (KCS). Generally speaking, sites that are listed on the NJEMS may be regulated by the NJDEP under one or more of its regulatory permitting or enforcement programs, or they may otherwise be of some interest to a NJDEP program. A list of the sites are provided in the table below:

Table 3. NJEMS List

Site ID	PI	PI ID	Site Name	Active	Address
348067	Radiation	430051	Park Veterinary Clinic	Yes	1014 Raritan Ave
396041	PP/RTK	495545	419 Neon Corp.	No	11 South 10th Ave

Note 1: Program Names: PP/RTK = Pollution Prevention / Right to Know

Land - There are no wetlands as identified by the NJDEP and no high risk (1.0% chance of flooding) or low-to-moderate risk (0.2% chance of flooding) flood hazard areas as identified by the Federal Emergency Management Agency (“FEMA”) within the Project Area.

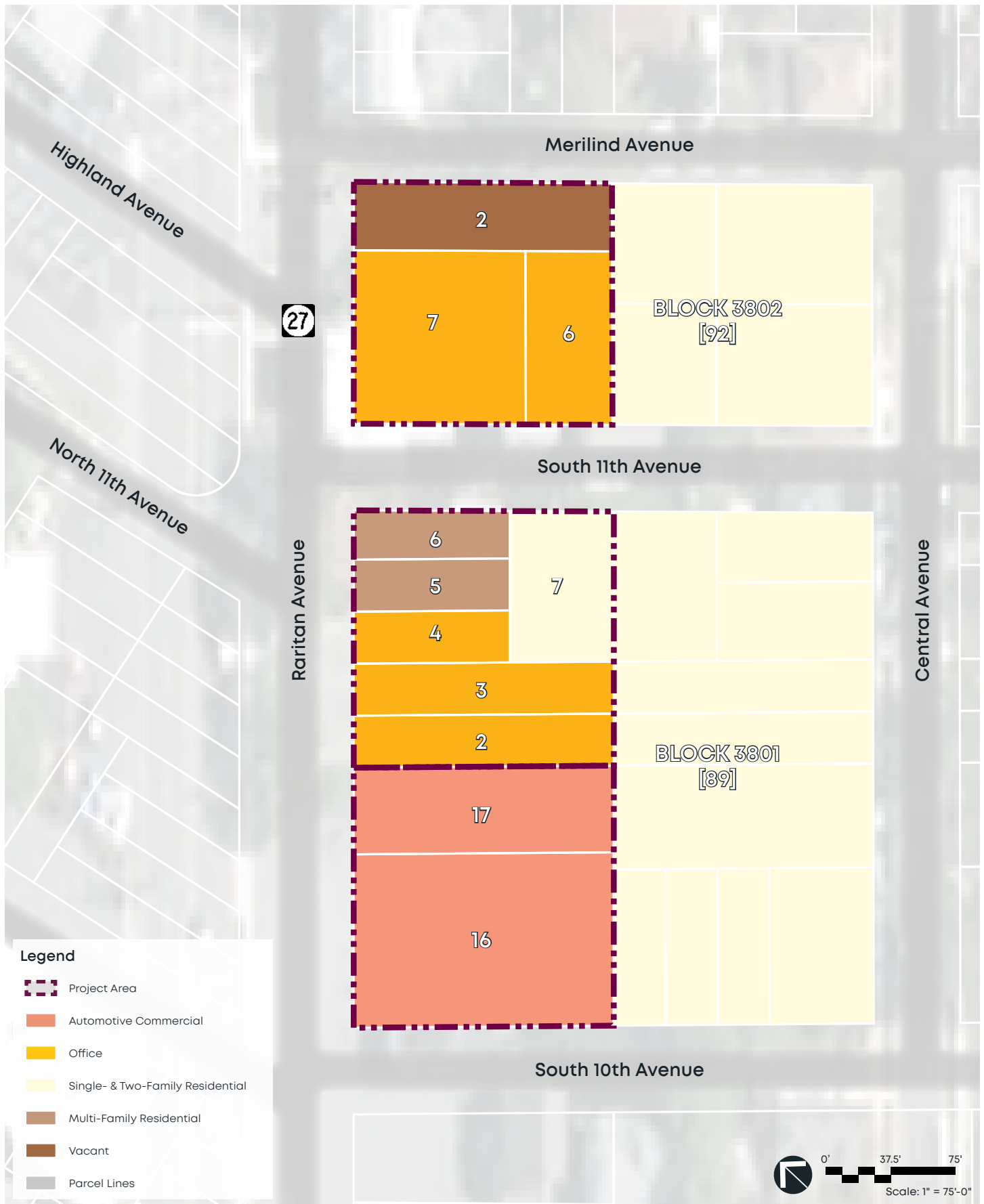
Utilities - The Project Area is serviced by PSE&G for electric utilities, PSE&G for gas utilities, and is located within a sewer service area.

Land Use - The Project Area features a variety of uses, ranging from a vacant auto-related use, offices and small apartment buildings - most of which are pre-existing non-conforming uses - as well as a single-family detached dwelling. The Existing Land Use Map, as shown on the following page, was generally derived from the 2019 Master Plan, with minor updates, but may not accurately reflect specific land uses, including where there may be a mix of uses.

The southerly portion of the Project Area, part of Block 3801, comprises of 45,000 square feet of land, and is predominantly characterized by exposed parking lots and numerous curb cuts associated with a former auto repair shop and veterinary office. At the rear of the repair shop is a detached dwelling that apparently has five (5) multifamily units. To the north of this block is a modest 2- to 3-story multi-family building at the corner with an attached two-car garage accessible from South 11th Avenue as well as a single-family detached dwelling fronting on South 11th Avenue.

The northerly portion of the Project Area, part of Block 3802, comprises of 12,000 square feet of land, featuring a 2 1/2-story masonry building containing office space, with an attached two-car garage and parking area at the rear of the building, both of which are accessible from South 11th Avenue. The remainder of this portion of the Project Area is otherwise unimproved, wooded, and lacks a public sidewalk along Merilind Avenue.

Map 4. Existing Land Use Map



3.5 EXISTING ZONING

The majority of the Project Area - Block 3801, Lots 2, 3, 4, 5, 6, 16 & 17 and Block 3802, Lots 2, 6 & 7 - is situated in the C Commercial Zone, while Block 3801, Lot 7 is situated in the RA Single-Family Residential Zone. The remainder of the lots within both blocks are situated in the RA Single-Family Residential Zone. Throughout the corridor is a consistent pattern of properties fronting Raritan Avenue situated in the C Zone, while the remainder of blocks and beyond area generally located in the RA Zone.

The C Commercial Zone generally mimics the CBD Central Business District Zone, in that the C Zone permits all of the permitted principal uses in the CBD Zone, with the exception of carry-out restaurants, and other non-residential uses. For reference, the CBD Zone generally permits traditional downtown retail and offices uses, with limited residential uses as a permitted accessory use on upper floors. However, the C Zone does not permit residential uses as permitted principal, accessory, or conditional uses. Therefore, all residential uses along Raritan Avenue within the Upper Raritan Avenue Corridor are pre-existing non-conforming uses.

Unlike the CBD Zone, however, the C Zone does permit automotive service and repair garages, gas stations, new and used car/truck dealerships, sales and service, and drive-in banks as permitted conditional uses. Additionally, bulk standards within the C Zone require modest yard setbacks and restricts building height to 2 1/2 stories and 25 feet.

In addition to use and bulk standards, Article XVII of the Highland Park Land Development Ordinance lays out urban design and architecture guidelines applicable to the CBD and PO Zones, aimed at ensuring that development is sensitive to the area's context and unique qualities. The guidelines outline considerations for pedestrian linkages, parking lot landscaping, parking structures, streetscape elements, facade composition, storefront design, among other features.

The RA Zone, which is the primary residential district within the community, allows for detached single-family dwellings, with flexible bulk standards and detailed design standards in the form of a residential form-based code.

The permitted principal, accessory, and conditional uses along with permitted bulk standards of the C and RA Zones are provided on the following pages.

Map 5. Existing Zoning Map

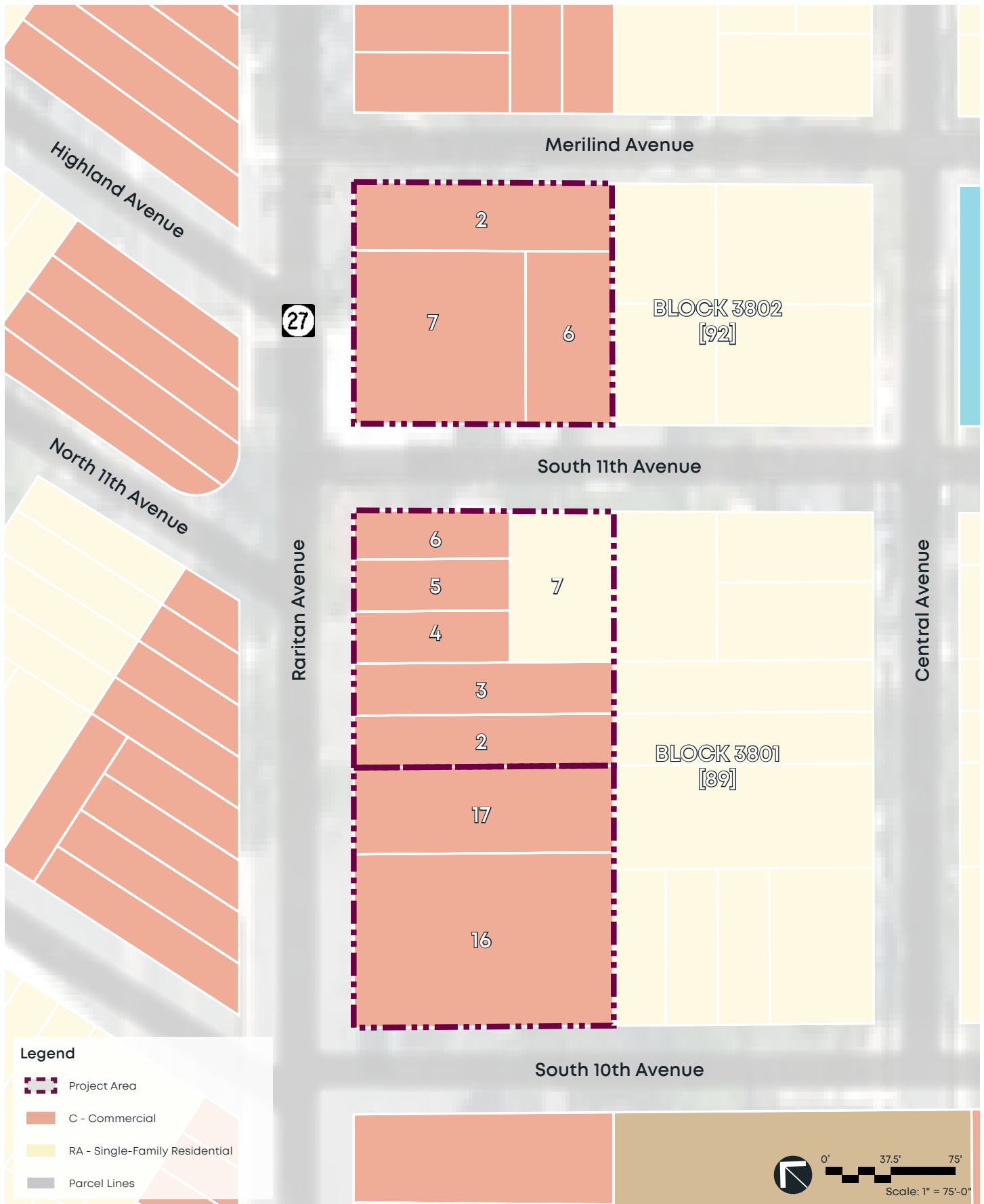


Table 4. Zoning Chart for the C Zone

Applicability			
Block 3801, Lots 2, 3, 4, 5, 6, 16 & 17 and Block 3802, Lots 2, 6 & 7			
Permitted Principal Uses			
All uses permitted in §230-140B for the CBD Zone, with the exception of carry-out restaurants; Restaurants; Lawn and garden shops; Professional offices; Laboratories; Computer or electronic services or rental; Retail integrated developments; Medical cannabis dispensaries; and Class 5 cannabis retailers and Class 6 cannabis delivery services, as said terms are defined in this Code, subject to the requirements set forth in Chapter 136 of this Code.			
Permitted Accessory Uses			
Off-street parking spaces, parking garages and off-street loading areas; Enclosed storage of goods incidental to the conduct of the retail business not exceeding 10% gross lot area and not exceeding maximum impervious coverage requirement of this zone; Fences, walls and hedges; and Satellite dish antenna (receive only).			
Conditional Uses			
Public utility facilities required to provide the direct service of the utility to the consumers, such as transformers and pumping stations, but excluding warehouses, service or storage and treatment yards; Automobile service and repair garages, gas stations; Fraternal, charitable and philanthropic institutions New and used car/truck dealerships, sales and service; and Drive-in banks.			
Bulk Regulations			
Lot		Height	
Min. Lot Area (SF)	7,500	Min. Height (Stories)	N/A
Min. Lot Width (Feet)	75	Max. Height (Stories)	2.5
Min. Lot Depth (Feet)	100	Max. Height (Feet)	25
Yards		Coverage	
Min. Front Yard (Feet)	10	Max. Lot Coverage	50%
Min. 1 Side Yard (Feet)	10	Max. Impervious Coverage	80%
Min. 2 Side Yards (Feet)	20	Density	
Min. Rear Yard (Feet)	10	Min. GFA (SF)	1,500
		Max. Dwelling Units / Building	N/A

Table 5. Zoning Chart for the RA Zone

Applicability			
Block 3801, Lot 7			
Permitted Principal Uses			
Single-family detached dwellings.			
Permitted Accessory Uses			
Private garage space; Greenhouses, tool sheds and other similar structures; Private recreational facilities, such as but not limited to swimming pools, tennis courts, home gyms and satellite dish antennas (receive only), provided these uses shall be noncommercial and that lighting shall be directed away from adjacent lots; Fences, walls and hedges; and, Home occupations.			
Conditional Uses			
Churches, synagogues and other similar places of worship, parish houses, and convents; Public utility facilities required to provide the direct service of the utility to the consumers, such as transformers and pumping stations, but excluding warehouses, service or storage and treatment yards and offices; and, Public parks and playgrounds.			
Bulk Regulations			
Lot		Height	
Min. Lot Area (SF)	5,000	Min. Height (Stories)	N/A
Min. Lot Width (Feet)	50	Max. Height (Stories)	2.5
Min. Lot Depth (Feet)	100	Max. Height (Feet)	35
Yards		Coverage	
Min. Front Yard (Feet)	20	Max. Lot Coverage	30%
Min. 1 Side Yard (Feet)	10	Max. Impervious Coverage	40%
Min. 2 Side Yards (Feet)	20	Density	
Min. Rear Yard (Feet)	20	Min. GFA (SF)	1,500
		Max. Dwelling Units / Building	1

4 | RELATIONSHIP TO OTHER PLANS

4.1 RELATIONSHIP TO BOROUGH'S LAND DEVELOPMENT ORDINANCE

The zoning standards set forth in this Redevelopment Plan shall supersede the underlying zoning within the Project Area, and any subdivision and/or site plan application shall require the execution of a redevelopment agreement in order to apply.

4.2 RELATIONSHIP TO BOROUGH'S MASTER PLAN

2019 MASTER PLAN & LAND USE PLAN ELEMENT

The 2019 Master Plan Reexamination Report discusses the Borough's desire to create a desirable living and working environment, to protect its environmental resources, and to promote sound land development. As such, the goals of the Master Plan are as follows:

To preserve and enhance the character and small town feel of the community;

To ensure a vibrant downtown and commercial corridors;

To protect the Borough's environmentally sensitive areas; and

To promote a high quality of life for all residents.

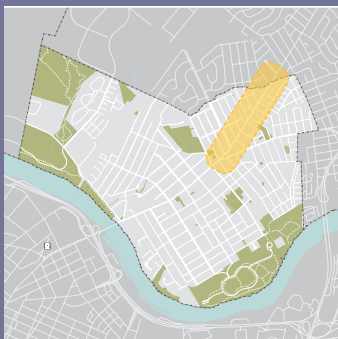
The development of the 2019 update to the Master Plan (and, simultaneously, a strategic update of the Land Use Plan Element) involved extensive community engagement process including hundreds of participants who attended community workshops and took part in an online survey in which only 5% of survey respondents said they would like to see the Upper Raritan Avenue corridor "remain the same."

- During the master plan process, common issues/concerns pertaining to the Upper Raritan Avenue corridor raised by the community included:
- Number of unsafe crossings and lack of safe pedestrian/bicycle infrastructure;
- Business vacancy, exposed parking lots, and absence of street trees, planters, benches, and public art;
- No sense of arrival and cohesion with the rest of downtown area; and,
- Little mix of businesses, activities, and mixed-use buildings.

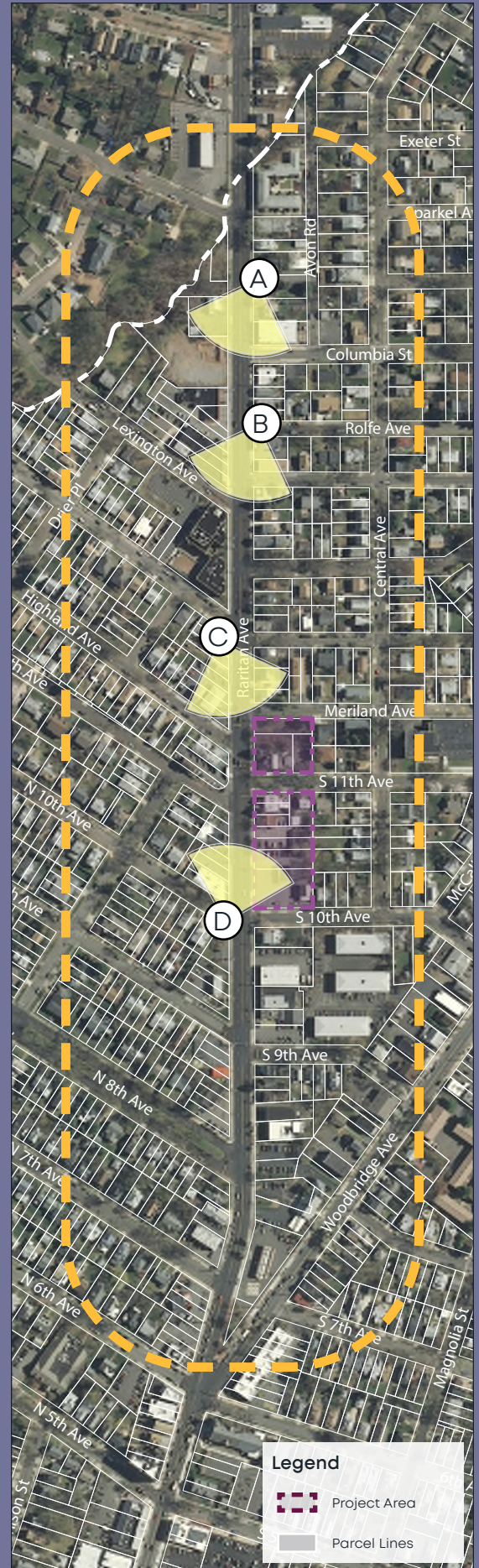
Additionally, comments were made specifically regarding the presence of single-story auto-oriented businesses found throughout the corridor, which were of such design that created unsafe and unappealing environment for pedestrians and bicyclists. These conditions ultimately prevented foot traffic that would otherwise support a stronger sense of community and cohesion with the downtown area and surrounding residential neighborhoods.

UPPER RARITAN AVENUE

LAND USE PLAN ELEMENT



Existing conditions along Upper Raritan Avenue are dominated by a wide high-speed highway lined with strip commercial development, exposed parking, and multiple driveway curb cuts. All of which undermine pedestrian safety and act as a barrier to adjacent residential neighborhoods.





From the Master Plan Land Use Plan Element, the above sketch depicts the possibility for various improvements along Raritan Avenue. Vacant, underutilized commercial strips are infill/redevelopment opportunity sites for mixed-use/loft-style multifamily housing that would establish a more appropriate scale and transition along the corridor.

Drawing from community feedback, prior master plan documents were comprehensively reevaluated, resulting in the establishment in a consolidated set of goals and recommendations for the various plan elements contained in the Master Plan. A common theme that emerges from these established goals and recommendations is the community’s desire to **create a gateway to the community** and **transform outdated commercial corridors**.

To do so, the Master Plan recommends taking advantage of redevelopment tools, expanding the range of permitted uses, reinforcing distinctive place-making, incorporating context-sensitive design standards, improving the aesthetics and functionality of the streetscape, and better manage parking.

Specific to the Upper Raritan Avenue corridor, the Land Use Plan Element establish a vision statement, which reads as follows:

Evolve to meet current conditions and emerging trends by transforming outdated commercial corridors into safer, more attractive, and livable Complete Streets by enriching the mix of uses and enhancing the gateway to create a sense of arrival.

To implement the vision for downtown development, the series of specific strategies on the following page were developed based on key issues identified during the master planning process as well as public input from the online survey and community open houses.

UPPER RARITAN AVENUE STRATEGIES

The following strategies are specific to the Upper Raritan Avenue corridor and help advance the Goals for the Land Use Plan Element of the Master Plan.

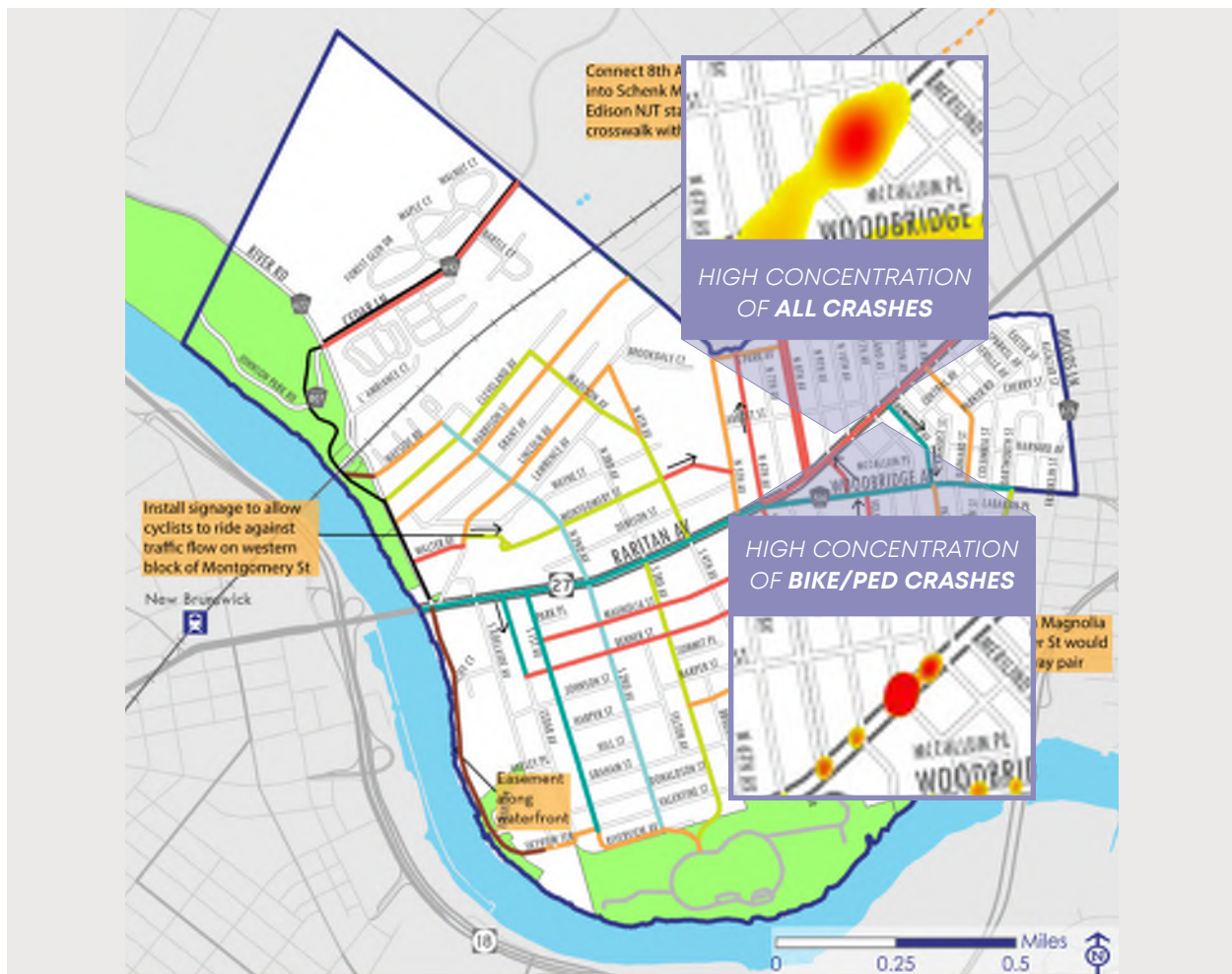
- » **Create an identifiable “gateway”** to mark arrival into the Borough at the Edison border by instituting a “road diet” that dramatically slows traffic and enhances safety, and adding attractive signage, landscaping, public art, and streetscape treatments including shade trees and pedestrian/bicycle improvements.
- » **Transform Upper Raritan** from a high-speed auto-oriented commercial corridor into a safer, more attractive, and livable street.
- » **Custom-tailor infill/re-development** by utilizing site-specific Redevelopment Plans for uses desired by residents and to address varying property assemblages on a range of different block conditions.
- » **Activate the corridor** throughout the day and evening hours by providing a more diverse mix of uses to better serve residents of the surrounding neighborhoods, pedestrians and bicyclists as well as drivers.
- » **Attract residents and visitors** to use Upper Raritan by incorporating street trees, lush, landscaping, pocket parks, small public gathering spaces, and seating areas.
- » **Incentivize redevelopment of single-story strip commercial uses** by permitting a range of multi-family uses in the Commercial District and serve the evolving needs of the Borough’s population while expanding the customer base within walking distance of local businesses.
- » **Create a Mixed-Use Transition Zone** that consolidates/expands the Professional Office and Two-Family Housing Zones to better accommodate a mix of uses and small-scale “missing middle” multi-family uses on blocks that transition from the Central Business District to single-family neighborhoods.

2019 HIGHLAND PARK BICYCLE & PEDESTRIAN PLAN

The 2019 Highland Park Bicycle & Pedestrian Plan identified strategies and improvements to promote active transportation (like bicycling and walking) as safe, comfortable, and attractive modes of transportation that serve residents, support local business, and draw economic investment into the downtown area and commercial corridors. The Bike-Ped Plan seeks to improve mobility, safety, accessibility, and equity for all road users and provides recommendations based on Engineering, Education, Enforcement, and Encouragement.

In particular, the Bike-Ped Plan notes a high concentration of both vehicle and pedestrian/bicycle crashes within the Upper Raritan Avenue corridor, including areas directly along the frontage of the Project Area, as shown in the map below.

To that end, this Redevelopment Plan seeks to reactivate the streetscape by providing for various improvements such as eliminating existing curb cuts along Raritan Avenue, repairing existing sidewalks, and installing bicycle parking, as well as to provide opportunities for much-needed roadway and intersection improvements, as recommended by the Bike-Ped Plan.



From the Bicycle & Pedestrian Plan, the proposed bicycle network provides a framework to achieve several goals of the plan, utilizing several different types of bicycle facilities. Within the Upper Raritan Avenue corridor, a Buffered or Separated Bicycle Lane is proposed along Raritan Avenue and a one-way Bicycle Lane on Merrill Avenue.

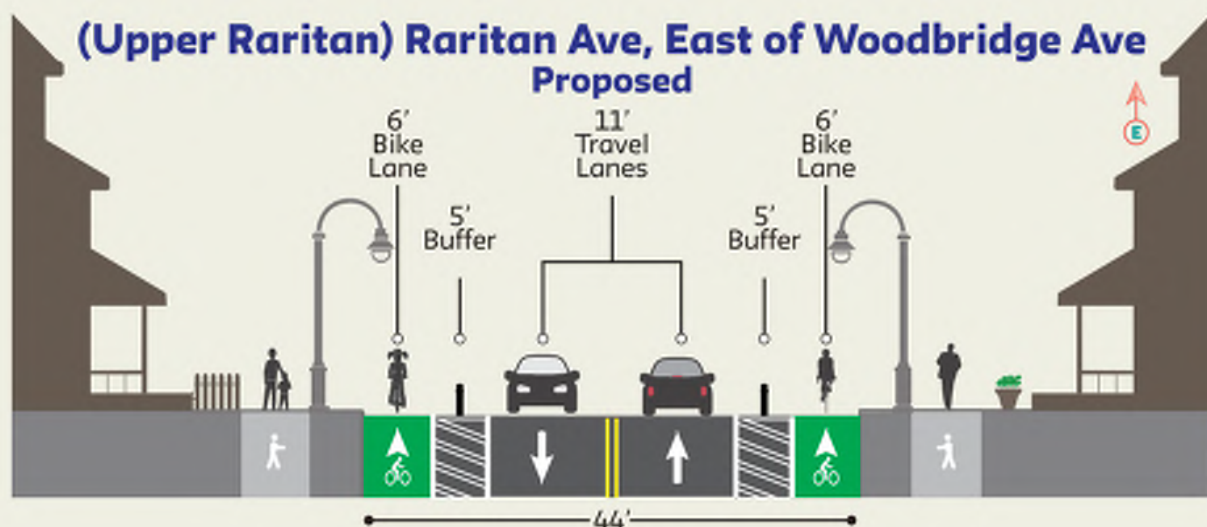
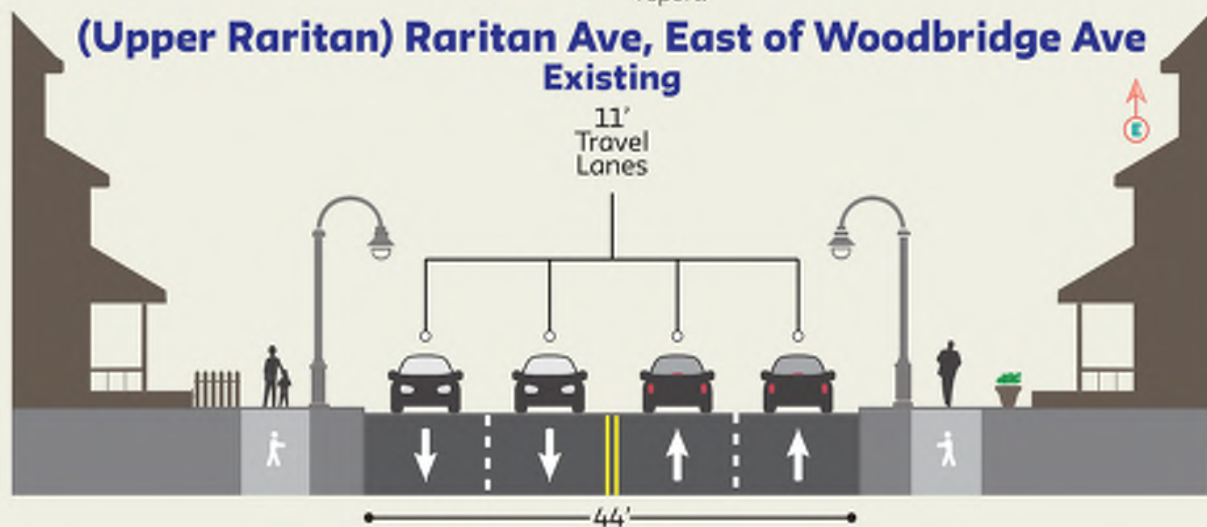
Raritan Avenue (east of Woodbridge Ave)

Recommendations

- Implement road diet, removing one lane of traffic in each direction
- Install separated bike lanes on both side of Raritan Ave
- Reduce speed limit from 35 to 30 mph

This treatment provides dedicated, low-stress bicycle facilities for more than 0.5 miles of Raritan Ave, improving from an LTS 4 to LTS 1. This reduces a large portion of the divide between north and south portions of Highland Park and improves bike access to Edison. The travel lanes would remain the same 11' width.

Highland Park should work with Edison Township and the State to investigate continuing this road diet along NJ 27 into Edison. The bike corridor would also connect to other bike routes proposed further in this report.



The Plan recommends the implementation of a road diet, removing one lane of traffic in each direction, and provide for separated bike lanes on both sides of Raritan Avenue.

4.3 RELATIONSHIP TO CONTIGUOUS MUNICIPALITIES

The Project Area is not physically contiguous to the adjacent municipalities of the City of New Brunswick, Edison Township and Piscataway Township. Given the Project Area's location within the Borough and distance from municipal boundaries, the redevelopment of the Project Area will generally not impact or affect those communities. Additionally, this Redevelopment Plan encourages redevelopment to occur in an already developed area.

In the Edison Township's Roadway Classifications Map, Route 27 is considered a "principal arterial" and is characterized as a roadway with significant hazards and impediments to support pedestrian and bicycle movement. Additionally, the Circulation Plan Element included recommendations to upgrade or redevelop underutilized properties and take meaningful steps towards improving pedestrian infrastructure. The proposed site improvements such as improved access and circulation within and surrounding the Project Area as required in this Redevelopment Plan would support improved pedestrian movement within this high-speed, high-traffic area along Route 27.

Therefore, it is anticipated that this Redevelopment Plan will not conflict with the master plans of the City of New Brunswick, Edison Township and Piscataway Township.

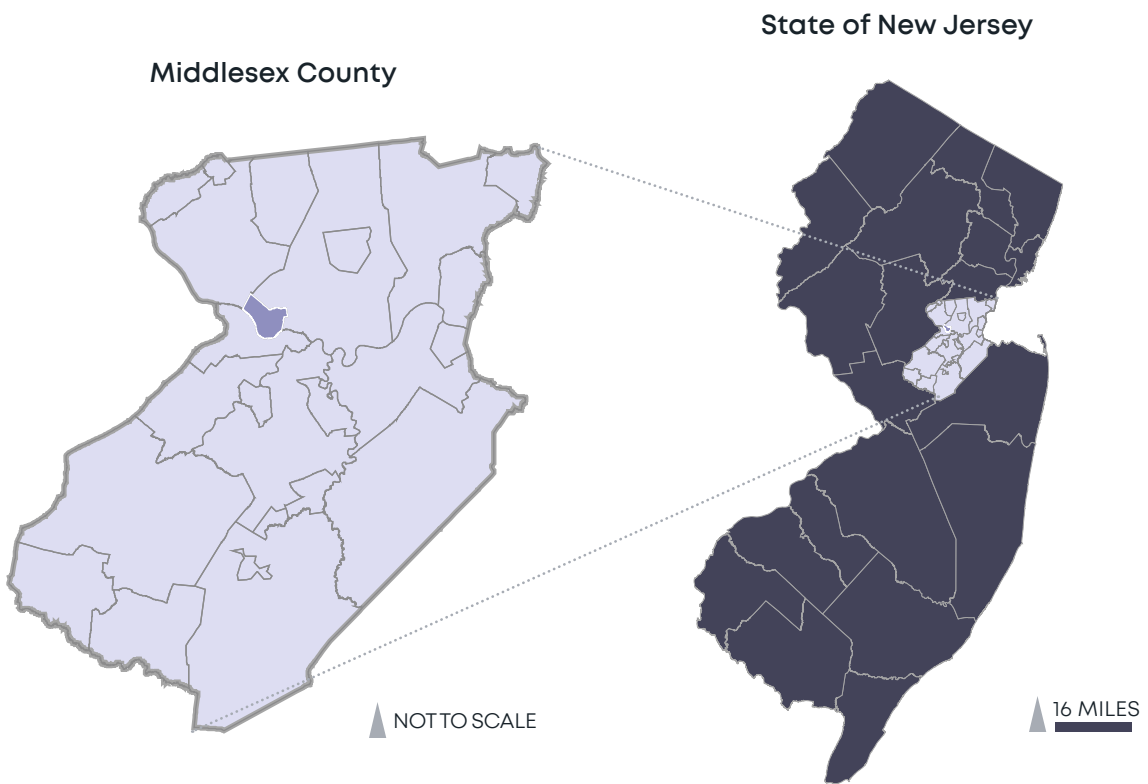
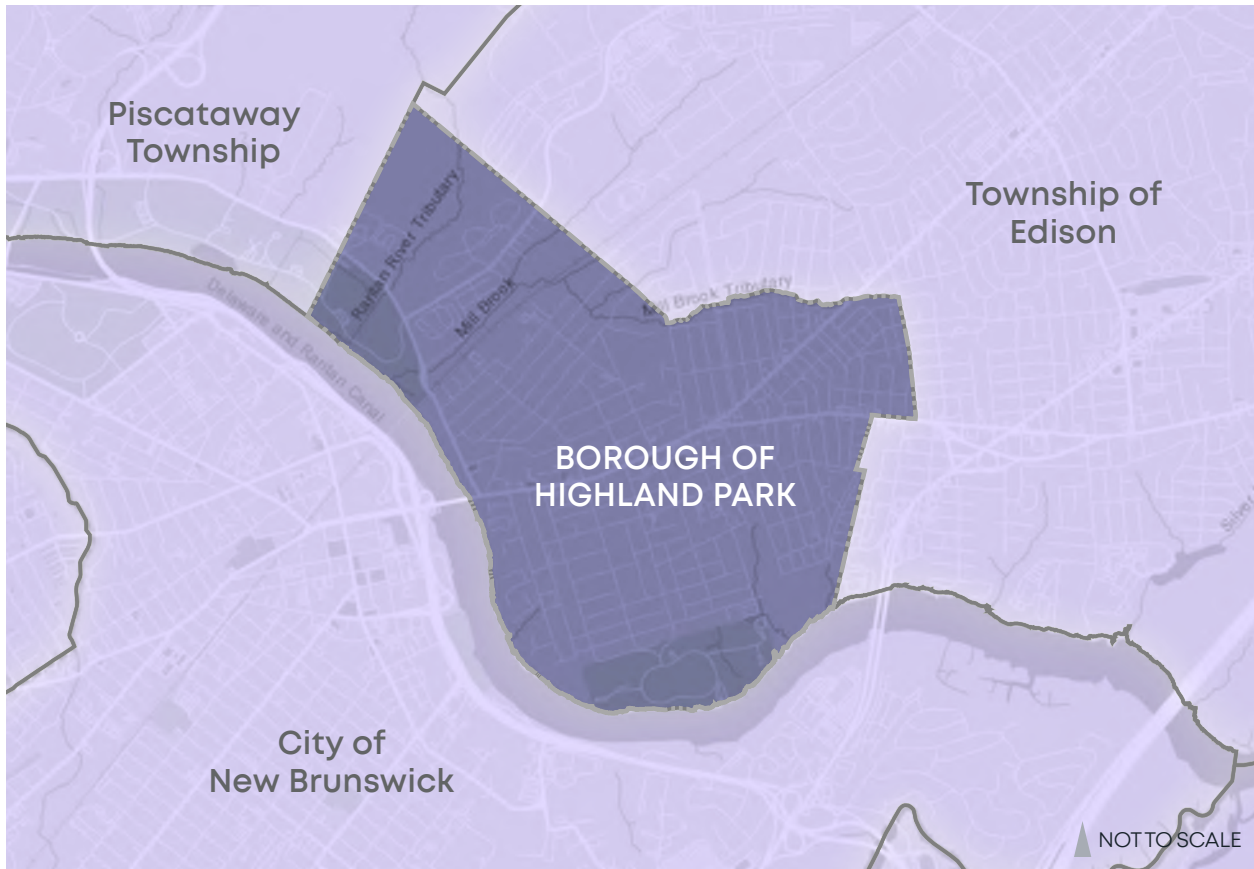
4.4 RELATIONSHIP TO MIDDLESEX COUNTY

The Middlesex County Comprehensive Plan adopted by the Middlesex County Planning Board is currently being updated. According to Middlesex County representatives, there is no anticipated completion date of the Land Use Element of the Comprehensive Plan. As it is anticipated the Land Use Element will be written after adoption of this Redevelopment Plan, it is expected the Middlesex County Planning Board will take this Redevelopment Plan into consideration when drafting its Master Plan.

According to the Middlesex County Transportation Master Plan, Route 27 is identified as one of the most congested routes in the County. The proposed site improvements such as improved access and circulation within and surrounding the Project Area as required in this Redevelopment Plan align with the overall goals and strategies for transportation including promoting safety, improving mobility, and reducing traffic congestion.

Additionally, this Redevelopment Plan aligns with the goals of the Middlesex County Open Space & Recreation plan by adhering to and promoting the community's health and resiliency, preservation of natural resources, and the enhancement of social and physical environments.

Therefore, it is anticipated that this Redevelopment Plan will not conflict with the Middlesex County Comprehensive Plan.



4.5 RELATIONSHIP TO THE STATE PLAN

STATE DEVELOPMENT AND REDEVELOPMENT PLAN

In March, 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (the “SDRP”). The purpose of the SDRP is to:

“Coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.”

The SDRP promotes Smart Growth in New Jersey by guiding State-level development and redevelopment policy as well as local and regional planning efforts to centers and areas where infrastructure is available or could be extended to developed or developing suburbs and urban areas.

According to the SDRP, statewide goals are to be achieved through the flexible application of SDRP’s statewide polices, which are designed to improve the planning and coordination of public policy decisions among all levels of government.

The SDRP’s eight (8) statewide goals are as follows:

Goal 1: Revitalize the State’s cities and towns.

Goal 2: Conserve the State’s natural resources and systems.

Goal 3: Promote beneficial economic growth, development and renewal for all New Jersey residents.

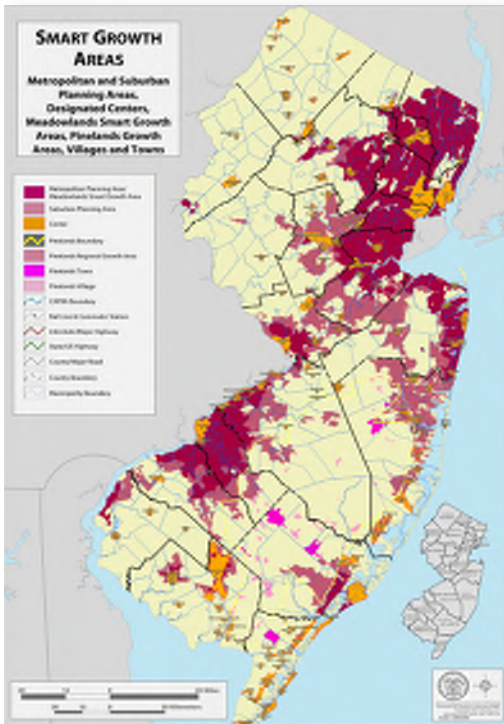
Goal 4: Protect the environment, prevent and clean up pollution.

Goal 5: Provide adequate public facilities and services at a reasonable cost.

Goal 6: Provide adequate housing at a reasonable cost.

Goal 7: Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.

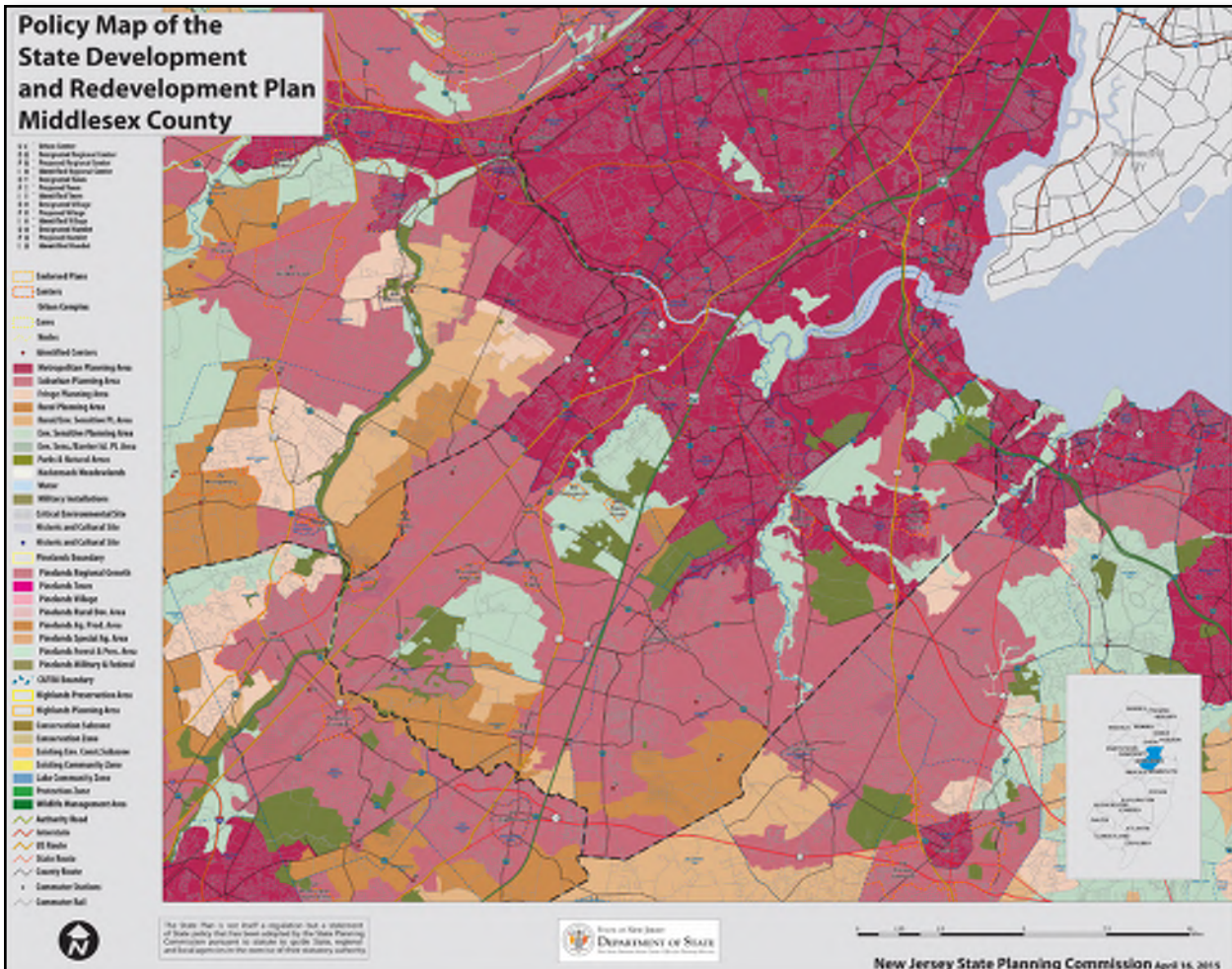
Goal 8: Ensure sound and integrated planning and implementation statewide.



STATE PLAN POLICY MAP

The SDRP also provides a State Plan Policy Map as shown to the left, which divides the State into several planning areas as well as the identification of “centers” and “environs”. Planning areas serve a critical role in the SDRP by setting forth policy objectives that guide implementation of the SDRP’s statewide policies within each area, guide local planning on the location and size of centers within the planning area, and protect or enhance the environs of these centers.

It is noted that the Borough of Highland Park is identified as an “Identified Town” as depicted on the [State Plan] Policy Map of the State Development and Redevelopment Plan [for] Middlesex County as shown below. The Master Plan indicates that the Borough meets all of the criteria for a Town Center as outlined by the SDRP.



According to the State Plan Policy Map, the Borough of Highland Park is contained entirely within the Metropolitan Planning Area (PAI), which classification denotes a Smart Growth area and generally includes developed communities that range from large urban centers to post-war suburbs.

In the Metropolitan Planning Area, the SDRP's goals and objectives are as follows:

- Provide for much of the state's future redevelopment;
- Revitalize cities and towns;
- Promote growth in compact forms;
- Stabilize older suburbs;
- Redesign areas of sprawl; and
- Protect the character of existing stable communities.

The SDRP provides a series of policy objectives intended as guidelines for planning activities in the Metropolitan Planning Area, including:

- Promote redevelopment and development neighborhoods of Centers;
- Provide a full range of housing choices through redevelopment;
- Promote economic development by encouraging infill development, public/private partnerships and infrastructure improvements that support an identified role for the community;
- Maintain and enhance a transportation system that capitalizes on high-density settlement patterns by encouraging the use of public transit systems, walking and alternative modes of transportation to reduce automobile dependency;
- Encourage redevelopment at intensities sufficient to support transit, a broad range of uses and efficient use of infrastructure. Promote design that enhances public safety, encourages pedestrian activity and reduces dependency on the automobile; and,
- Encourage the preservation and adaptive reuse of historic or significant buildings, Historic and Cultural Sites, neighborhoods and districts in ways that will not compromise either the historic resource or the area's ability to redevelop. Coordinate historic preservation with tourism efforts.

DRAFT STRATEGIC STATE PLAN

In October, 2011, the draft State Strategic Plan was proposed as an update to the SDRP. The plan was designed to provide the framework for the State to “focus its policies and investments on vibrant regions by fostering targeted job growth, supporting effective regional planning and preserving the State’s critical resources.”

The plan outlined four (4) specific goals to guide planning at the State level:

Goal 1: Targeted Economic Growth: Enhance opportunities to attract and grow industries of statewide, regional and international importance.

Goal 2: Effective Regional Planning: Guide and inform regional planning enabling each region of the State to experience appropriate growth based on its desires and assets.

Goal 3: Preservation, Protection and Enhancement of Critical State Resources: Ensure that strategies for growth include preservation, protection and enhancement of the State’s critical natural, agricultural, scenic, recreation, and historic resources, recognizing their role in economic growth and the quality of life for New Jersey residents.

Goal 4: Tactical Alignment of Government: Prioritize effective resource allocation, coordination, cooperation and communication among entities that play a role in meeting the mission of this Plan.

To address the statutory requirement of the State Planning Act relative to coordinating planning activities, the State established a series of the following “Garden State Values” that are intended to advise the criteria for identification of “Priority Growth Investment Areas” throughout the State:

Value 1: Concentrate Development and Mix Uses

Value 2: Prioritize Redevelopment, Infill, and Existing Infrastructure

Value 3: Increase Job and Business Opportunities in Priority Growth Investment Areas

Value 4: Create High-Quality, Livable Places

Value 5: Provide Transportation Choice & Efficient Mobility of Goods

Value 6: Advance Equity

Value 7: Diversify Housing Opportunities

Value 8: Provide for Healthy Communities through Environmental Protection & Enhancement

Value 9: Protect, Restore and Enhance Agricultural, Recreational and Heritage Lands

Value 10: Make Decisions within a Regional Framework

The draft plan and the draft Infrastructure Needs Assessment was released for public comment and hearings. Several public hearings were held and a vote had been scheduled in November 2012 to adopt the plan; however, in light of the significant impact of Superstorm Sandy on the State, the vote was postponed and, to this day, the State has not acted on the plan.

5 | VISION

5.1 VISION FOR THE PROJECT AREA

This Redevelopment Plan's approach to redevelopment of the Project Area contemplates creating a safer pedestrian environment and shifting the corridor towards a mix of uses rather than solely commercial use. Investment promotes a mix of limited ground-floor commercial and primarily upper-floor residential uses to keep the corridor activated by pedestrians throughout the day, while light commercial activity complements, rather than detracts from, the vitality of downtown area.

Mixed-use or multi-family buildings are prioritized for infill development over the single-story commercial strip approach currently present throughout the corridor. New residential development also promotes an appropriate transition from the corridor to the adjacent residential neighborhoods to the east.

Traffic calming and public realm improvements work together to create a "livable boulevard" with a strong sense of arrival that is presently lacking as one enters the Borough from the eastern border with Edison Township. In support of the Borough's overall vision for the Upper Raritan Avenue corridor, the roadway is to be redesigned from four to two lanes, at reduced speed, and with new buffered bike lanes, wider sidewalks, highly-visible crosswalks, and other traffic-calming measures.

Former exposed parking lots are to be appropriately screened or removed altogether. Paved, auto-oriented lots are to be redeveloped into residences, with the possibility for ground-floor commercial or office uses with residences above. Proposed infill buildings will front on Raritan Avenue with setbacks consistent with other buildings along the corridor. Parking areas are to be concealed by being located at the rear of buildings, accessible from side streets, in order to shift the appearance and function of the corridor from the automobile to the pedestrian. Other public realm improvements like street trees, extensive landscaping, and outdoor seating areas create an enhanced experience in the corridor.

5.2 STATEMENT OF GOALS & OBJECTIVES

The Borough seeks to alleviate the conditions found in the Project Area and support the use and re-use of properties to better serve the public health, safety, and welfare of the community and the region. As such, this Redevelopment Plan seeks to implement the following general goals and objectives that apply to all redevelopment projects:

- A. The primary goal of this Redevelopment Plan is to eliminate those conditions that cause the Project Area to be considered an “area in need of rehabilitation” and, where applicable, an “area in need of rehabilitation.”
- B. The stimulation of private investment in the Project Area by assembling sites and assisting as necessary and appropriate to support such rehabilitation and, where applicable, redevelopment.
- C. The making available of the full range of benefits and inducements for the Project Area, including: federal, state, county and local government funding.
- D. Foster public-private partnerships to accomplish revitalization of the Project Area in a manner that best serves the needs of the community, strengthens the local economy, attracts residents and small businesses to the area, and contributes to the continuing vitality of the Borough.

Additionally, this Redevelopment Plan is also intended to advance the following specific goals and objectives as it relates to the Project Area:

- A. Transform the corridor from a high-speed commercial strip to a “livable boulevard” that enhances the character of the adjacent residential neighborhoods and improves safety for everyone who traverses the corridor.
- B. Activate the corridor through a balanced mix of uses that promotes foot and bicycle mobility throughout the day and evening without detracting from the downtown area.
- C. Shift commercial activity from auto-oriented to pedestrian-centric through infill development that includes ground-floor businesses and other active ground-floor uses.
- D. Create a strong sense of arrival through street trees, extensive landscaping, streetscape improvements, public art, and signage compatible with other areas in the Borough.
- E. Promote bicycle and pedestrian safety by reducing from four to two lanes at reduced speed and incorporating bike lanes on Raritan Avenue.
- F. Create a sense of place and opportunities for gathering through small-scale public spaces, walkways, and outdoor seating areas.

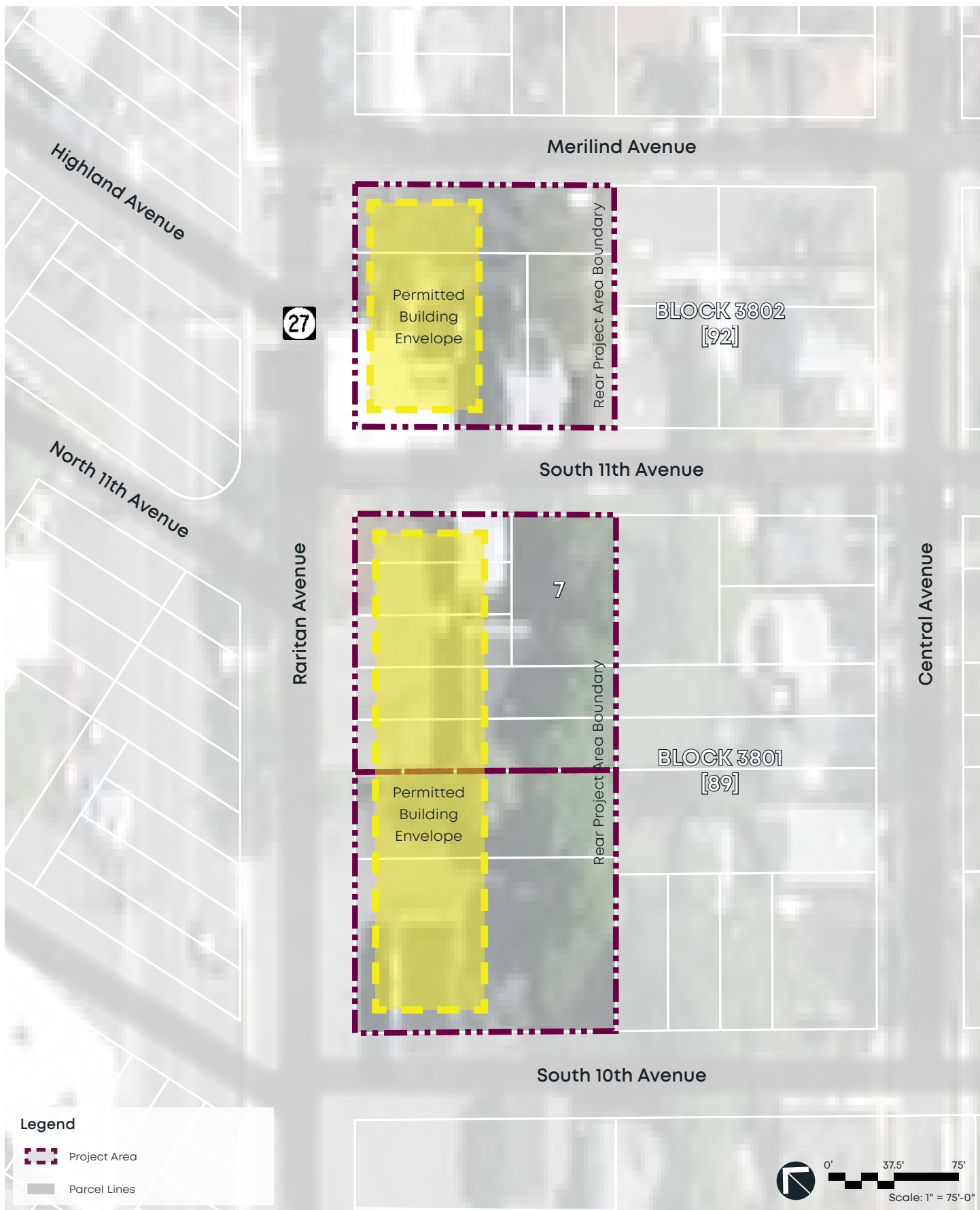
6 | PROPOSED ZONING REGULATIONS

6.1 PURPOSE & OVERVIEW

Any development that occurs within the Project Area shall comply with all statutes of the State of New Jersey governing development, rehabilitation, and redevelopment, including but not limited to the Municipal Land Use Law (the “MLUL”) at N.J.S.A. 40:55D-1 et seq. and the Local Redevelopment and Housing Law (the “LRHL”) at N.J.S.A. 40A:12A-1 et seq. Additionally, it is necessary to establish the following:

- A. The development, rehabilitation, or redevelopment of the Project Area shall effectuate the Vision and the established Goals and Objectives of this Redevelopment Plan.
- B. The zoning regulations set forth in this Redevelopment Plan shall supersede the underlying zoning within the Project Area as provided for in N.J.S.A. 40A:12A-7c., and - with the exception of the existing dwelling on Block 3801, Lot 7 - shall require the execution of a Redevelopment Agreement in order to apply.
- C. It is intended and expressly understood that any zoning regulations and development and design standards not specifically addressed in this Redevelopment Plan shall continue to apply as set forth in the Highland Park Land Development Ordinance (the “Ordinance”) and all other codes and regulations as set forth in the Code of the Borough of Highland Park (the “Code”) not contravened in this Redevelopment Plan.
- D. Unless otherwise provided herein, all words and phrases used herein shall have the same definitions provided in the Ordinance and the Code.

Map 6. Proposed Zoning Diagram



6.2 LAND USE REGULATIONS

The provisions pertaining to land use regulations contained herein shall apply to all development within the Project Area. The Planning Board shall not grant variances from these regulations as they constitute mandatory components of this Redevelopment Plan.

6.2.1. PERMITTED PRINCIPAL USES

- A. The following principal uses and structures shall be permitted in the Project Area:
1. Multi-family apartments, including apartments located on the ground floor. Such uses may include common spaces for residents such as lobbies, physical fitness facilities, active and passive recreational facilities, collaboration and/or shared spaces and other similar amenities and services, which may also be located on the ground floor.
 2. Live/Work units.
 3. Single-family detached dwelling, on Block 3801, Lot 7 only.
 4. Retail businesses, including, but not limited to, specialty and gift shops and boutiques.
 5. Personal service establishments, including, but not limited to, computer or electronic services or rental.
 6. Indoor amusement businesses, including, but not limited to, arcades, axe-throwing, virtual reality, escape rooms and other activities.
 7. Indoor recreation facilities, including dance studios, yoga studios, other instructional studios, physical fitness studios and fitness centers.
 8. Spas, massage and somatic therapy establishments.
 9. Banks and fiduciary institutions, including walk-up automated teller machines ("ATM"), but excluding drive-through banks.
 10. Food and beverage consumption establishments, carry-out restaurants, luncheonettes and delicatessens, including outdoor dining and walk-up services, except drive-through restaurants.
 11. Package stores, taverns, limited breweries, and brew pubs, including outdoor dining.
 12. Artists, artisan and crafts-person studios and workshops, and similar creative workspaces and maker spaces.
 13. Studios for the visual and performing arts, including, but not limited to, performance and gallery spaces, and artistic instruction space.
 14. Museums and other cultural and civic facilities.

15. Public assembly facilities and spaces, theaters and cinemas, where the use is integrated into mixed-use buildings with another permitted use on the ground floor fronting on Raritan Avenue.
16. Offices, including, but not limited to, professional offices (e.g., physicians, lawyers, financial advisors or architects); commercial offices (e.g., realtors or travel agencies); and governmental offices (e.g., post office branch); and shared and co-working spaces.
17. Laboratories.
18. Nursery schools and day-care centers.
19. Pocket parks, plazas and courtyards.
20. Any other principal use and structure permitted in the CBD Central Business District and C Commercial Zones, as may be amended from time to time.

6.2.2. PERMITTED ACCESSORY USES

- A. The following accessory uses and structures shall be permitted in the Project Area:
 1. Off-street parking for residents, employees, customers, and/or general public.
 2. Off-street loading.
 3. Active and passive recreational facilities including fitness/recreation facilities, pools, courtyards, gardens, roof top terrace and other amenities for residents.
 4. Plazas, courtyards, gardens, patios, pedestrian walkways, ramps, stairways, alleys and other similar type of public and semi-public spaces.
 5. Fences, walls, retaining walls, hedges, and other similar landscape elements.
 6. Open trellis and other similar overhead shade/landscape structures.
 7. Outdoor cafes and outdoor dining areas.
 8. Street furniture, planters, and streetlights.
 9. Sidewalk displays.
 10. Refuse and recycling enclosures.
 11. Signage for uses on the site.
 12. Murals, banners, public art, and community signage.
 13. Satellite dish antenna (receive only).
 14. Other uses and structures deemed to be ancillary and customarily incidental accessory uses and structures with respect to uses permitted hereunder.

- B. The following accessory uses and structures shall be permitted on Block 3801, Lot 7, where the principal use on such lot is a single-family detached dwelling:
1. Driveways, carports, and garages.
 2. Greenhouses, storage and/or tool sheds, and other similar structures.
 3. Private recreational facilities including pools, sport courts, home gyms, and other similar amenities.
 4. Patios, decks, gazebos, and other similar structures.
 5. Fences, walls, retaining walls, hedges, and other similar landscape elements.
 6. Home occupations.
 7. Satellite dish antenna (receive only).
 8. Other uses and structures deemed to be ancillary and customarily incidental accessory uses and structures with respect to uses permitted hereunder.

6.2.3. PERMITTED CONDITIONAL USES

- A. The following conditional uses and structures shall be permitted in the Project Area:
1. Public utility facilities required to provide direct service of the utility to the consumers, such as transformers and pumping stations, but excluding warehouses, service or storage and treatment yards.
 2. Any other conditional use and structure permitted in the CBD Central Business District and C Commercial Zones, as may be amended from time to time.

6.2.4. TEMPORARY USES

Temporary uses and events shall be permitted on an interim basis within the Project Area, subject to all of the terms in accordance with a Redevelopment Agreement entered into between the Redeveloper and the Redevelopment Entity.

6.3 AREA & BULK REGULATIONS

The provisions pertaining to area, setback, coverage, and height regulations contained herein shall apply to all development within the Project Area. The Planning Board may grant variances from these regulations, pursuant to N.J.S.A. 40:55D-70.c.

6.3.1. AREA & BULK REGULATIONS

- A. The following area and bulk regulations shall apply to all development within the Project Area:

Area Requirements

1. There shall be no minimum lot area nor lot dimensional requirements.

Building Setback Requirements

2. Minimum setback from Raritan Avenue: 5 feet.
3. Maximum setback from Raritan Avenue: 10 feet.
4. Minimum setback from all other streets: 5 feet.
5. Maximum setback from all other streets: 20 feet.
6. Minimum setback from the rear Project Area boundary: 75 feet.
7. Minimum setback from Block 3801, Lot 7, where the principal use on such lot is a single-family detached dwelling: 20 feet.
7. Minimum setback from all other lot lines: 0 feet.

Coverage Requirements

8. Maximum building coverage: 40%
9. Maximum impervious coverage: 85%

Height* Requirements

10. Maximum building height in stories: 3 stories, except a fourth story to provide access to a roof deck shall be permitted, provided that the fourth-floor facade is set back a minimum of 20 feet from the facade of the third floor below, as measured from all streets, and the footprint of the fourth floor does not exceed 10% of the overall building footprint.
11. Maximum building height in feet: 40 feet; 50 feet for the portion of the building where a fourth story is provided in accordance with Section 6.3.1.A.11. above.

*Height is defined in Section 6.4.2 below.

- B. The following area and bulk regulations shall apply to Block 3801, Lot 7, where the principal use on such lot is a single-family detached dwelling.
 1. All requirements pertaining to single-family detached dwellings promulgated by the underlying Ordinance.

6.4 SUPPLEMENTARY REGULATIONS

The provisions pertaining to supplementary regulations contained herein shall apply to all development within the Project Area. Unless specifically superseded below, all other regulations contained in Part 4 Zoning of the Ordinance shall apply. The Planning Board may grant variances from these regulations, pursuant to N.J.S.A. 40:55D-70.c.

6.4.1. PERMITTED PROJECTIONS

- A. Non-enclosed one-story porches, porticos, stoops and entrance platforms leading to the front entrance on the ground floor shall be permitted to project not more than eight (8) feet into a front yard setback.
- B. Non-enclosed one-story porches, porticos, stoops, entrance platforms and uncovered decks leading to the basement, or the ground floor shall be permitted to project not more than four (4) feet into a side or rear yard setback.
- C. Cornices, eaves, chimneys, gutters, downspouts, cantilevered roofs, balconies and bay windows shall be permitted to project not more than three (3) feet from the building into any yard setback.
- D. Belt courses, windowsills and other similar ornamental features may project not more than one (1) foot from the building into any yard setback.
- E. Ramps and stairways leading to a building entrance may project into any yard setback, without limitation, provided that they do not encroach into the public right-of-way.
- F. Awnings and structural canopies may project not more than eight (8) feet into any yard setback, provided that they have a minimum vertical clearance of eight (8) feet and are set back a minimum of 10 feet from the curblin along the parking area, driveway or street.

6.4.2. DEFINITION OF HEIGHT

- A. Building height shall be defined as the vertical distance from grade plane to the average height of the highest roof surface. A grade plane shall be defined as a reference plane representing the average of finished ground level adjoining the building at exterior walls, exclusive of grade separation requirements and grading necessary to direct stormwater runoff away from the building.
- B. Building height calculations shall exclude building service equipment (e.g., condensers, cooling towers, exhaust fans, and other similar mechanical equipment) and any associated screening devices, solar panels, bulkheads, stair enclosures, roof access stairwells, elevator penthouses, skylights or atrium structures, flagpoles and architectural appurtenances (e.g., chimneys, cupolas, towers, belfries, lanterns, spires, steeples, and other similar elements), provided that such shall not extend more than 10 feet above the allowable building height. Additionally, building height calculations shall exclude fire walls, parapet walls, cornices, and other similar elements, provided that such shall not extend more than three (3) feet above the allowable building height.
- C. Mezzanines and lofts that qualify as mezzanines under the International Building Code (Section 505.2) shall not constitute a story or half story and shall be considered part of the story below.

6.5 DEVELOPMENT & DESIGN STANDARDS

The provisions pertaining to development and design standards contained herein shall apply to all development in Project Area. Unless specifically superseded below, all other regulations contained in Part 3 Performance Standards of the Ordinance shall apply. The Planning Board may grant exceptions from these standards, pursuant to N.J.S.A. 40:55D-51.

These development and design standards shall not apply to Block 3801, Lot 7, where the principal use on such lot is a single-family detached dwelling.

6.5.1. OVERALL CIRCULATION & OFF-SITE IMPROVEMENTS

- A. The overall streetscape along Raritan Avenue, South 10th Avenue, South 11th Avenue, and Merilind Avenue shall be designed to enhance the public realm, by emphasizing and prioritizing pedestrian safety, accessibility, and connectivity, as envisioned by the Borough's Master Plan.
- B. Where a project has frontage along South 10th Avenue, South 11th Avenue, or Merilind Avenue, all driveways and curb cuts along Raritan Avenue shall be eliminated.
- C. Where a project is adjacent to another property within the Project Avenue that has access to South 10th Avenue, South 11th Avenue, or Merilind Avenue, such project shall coordinate with the adjacent property to gain access to South 10th Avenue, South 11th Avenue, or Merilind Avenue through a shared access agreement, and all driveways and curb cuts along Raritan Avenue shall be eliminated.

6.5.2. PARKING REQUIREMENTS

- A. Parking requirements for non-residential uses shall be regulated as follows:
 - 1. The minimum parking requirement for all non-residential uses shall be one (1) parking space for each 1,000 square feet of gross floor area.
- B. Parking requirements for residential uses shall be regulated as follows:
 - 1. The minimum parking requirement for residential uses shall be 1.50 parking spaces per dwelling unit, inclusive of live/work units.
 - 2. It is recognized that the residential parking requirements established herein are less than the maximum number of parking spaces required under the New Jersey Residential Site Improvement Standards ("RSIS") at N.J.A.C. 5:21-1 et seq. Consequently, the Borough Council in adopting this Redevelopment Plan is establishing alternative parking standards from RSIS pursuant to N.J.A.C. 5:21-4.14, (c) that better reflect local conditions, including: i. household characteristics; ii. access to mass transit; iii. geographic location (e.g., urban versus suburban location); and/or iv. [availability of] off-site parking resources.
 - 3. Tandem parking shall be permitted, provided that both parking spaces are associated with the same dwelling unit.

4. Lease agreements shall include clauses such that tenants are required to park their vehicles within the assigned parking area and may not park on nearby streets or adjacent private parking lots.
- C. Provisions for electric vehicle (“EV”) charging infrastructure and/or stations shall be provided on each Parcel in accordance with State law, including P.L. 2021, c. 171. Installation of electric vehicle supply equipment (“EVSE”) may be provided in lieu of Make-Ready parking spaces, as those terms are defined in P.L. 2021, c. 171.
 - D. Parking requirements may be reduced where it can be demonstrated to the satisfaction of the Planning Board that such reductions are justified by reason of the mix of uses, parking demands of specific uses, proximity public transportation and/or documented arrangements for shared parking supported by analyses consistent with the Urban Land Institute’s Shared Parking Analysis or other generally accepted standards applicable to shared parking.
 - E. Provisions for bicycle parking shall be provided to accommodate a minimum of one (1) bicycle for every 10 parking spaces for non-residential uses and a minimum of one (1) bicycle for every dwelling unit for residential uses, with one or more of the following: i. indoor bicycle storage rooms; ii. appropriately sized storage areas within the building; iii. on wall-mounted hooks, ceiling hooks, or closets within a residential unit; and/or iv. covered exterior bicycle rack(s). A minimum of 10% of bicycle parking required for residential uses shall be provided on the exterior for guests.
 - F. Bicycle parking requirements may be reduced where it can be demonstrated to the satisfaction of the Planning Board that use will not generate a need for such facilities, or where the anticipated need is less than what would be required under this section or can be accommodated on an adjacent property within the Project Area or on adjacent property outside the Project Area.

6.5.3. OFF-STREET PARKING AREAS

- A. Parking areas shall be located to the rear of a building and/or the interior of the site where its visual impact to adjacent properties and the public right-of-way can be minimized. Parking areas shall be prohibited in any front yard area.
- B. Parking areas shall be suitably buffered and screened from public view, including the side streets. Such screening shall consist of either (1) a combination of landscaping and a low masonry wall or (2) an enhanced landscape buffer. Where a low masonry wall is utilized, such shall be composed of materials, colors, finishes, and/or design elements that are consistent with the architecture of the building and in accordance with the design vocabulary that is compatible and/or complementary of the design, style, and character of other improvements within the Project Area. Where an enhanced landscape buffer is utilized, such buffer shall contain layers of ground-level landscaping, shrubs, evergreen trees, flowering trees, and shade trees, and may include bio-retention swales or other Green Infrastructure elements, to the extent practical.
- C. The minimum driveway and parking area setback from the rear Project Area boundary shall average 10 feet, but at no point shall be less than five (5) feet.

- D. The minimum driveway and parking area setback from any other property within the Project Area shall be five (5) feet.
- E. The minimum driveway and parking area setback from any buildings, except for those areas necessary for off-street loading areas and servicing refuse and recycling areas, shall be 10 feet.
- F. The minimum parking stall size for all other parking spaces shall be nine (9) feet wide by 18 feet long, except for accessible parking stalls and associated access aisles which shall be subject to standards promulgated by the Americans with Disabilities Act (“ADA”).
- G. Parking stalls designated for compact cars, which shall be no less than eight (8) feet wide and no less than 16 feet long, shall be permitted provided that the total number of compact parking spaces does not exceed 10% of the total number of parking spaces provided for each project within the Project Area.

6.5.4. STREETS, SIDEWALKS & CROSSWALKS

- A. The Redeveloper shall restore the surface of the street to its original and proper condition to address existing conditions and those areas disturbed during construction.
- B. A public sidewalk shall be provided within all street frontages within the Project Area. Where such sidewalk along the street extends beyond the public right-of-way onto private property, the Redeveloper shall be required to provide a public access easement for the portion of the sidewalk located on private property.
- C. Sidewalks shall be constructed of materials, colors and/or patterns consistent with the existing infrastructure. The sidewalk shall extend from the curbline to the building façade, with an area to accommodate a regular rhythm of street furniture, benches, bicycle racks, planters and/or other landscape features and street trees within the furnishing zone along the curbline and/or landscaping beds along the building façade.
- D. Planting strips between the curbline and the sidewalk and landscaping beds along the building façade, may include bio-retention swales or other Green Infrastructure elements, to the extent practical. In no instance, however, shall a planting strip be permitted to be covered with asphalt, other paving, or loose stones of any variety.
- E. Where sidewalks intersect at driveways within any public right-of-way, sidewalks shall continue uninterrupted across driveways, and the associated driveway aprons shall be designed to accommodate a continuous sidewalk.
- F. Where sidewalks intersect at driveways within the Project Area, accessible ramps and detectable warning surface pads shall be provided. Pedestrian crosswalks shall be provided across the streets with “continental” or ladder striping, which shall be two (2) feet in width and a minimum of eight (8) feet in length, spaced two (2) feet apart, subject to the agency having jurisdiction.

6.5.5. PEDESTRIAN WALKWAYS

- A. Walkways shall be provided in order to provide a pedestrian connection between sidewalks and entrances of buildings.
- B. Walkways shall be provided in order to provide a pedestrian connection between entrances of buildings and parking areas, outdoor amenity spaces, and other pedestrian accessible locations.

6.5.6. REFUSE & RECYCLING

- A. Refuse and recycling facilities shall be provided to adequately accommodate each use, and shall be provided within the building being served and/or in an exterior area on the property.
- B. Any exterior areas provided for the collection and pickup of refuse and recyclable materials shall be suitably buffered and screened from public view. Such screening shall consist of a combination of landscaping and a three-walled masonry enclosure with a self-closing and self-latching gate. Such masonry structure and gate shall be composed of materials, colors, finishes, and/or design elements that are consistent with the architecture of the building and in accordance with the design vocabulary that is compatible and/or complementary of the design, style and character of other improvements within the Project Area.
- C. The minimum masonry enclosure setback from any property within the Project Area shall be five (5) feet.
- D. Any exterior areas provided for the collection and pickup of refuse and recyclable materials shall be adequately lit and shall be safely and easily accessible by users and recycling personnel and/or collection vehicles.
- E. Any receptacles or dumpsters located in exterior areas shall be covered and equipped with signage indicating the materials to be placed therein.
- F. Shared facilities shall be permitted, whether located on-site to accommodate off-site uses, or located off-site on adjacent property to accommodate on-site uses.
- G. The collection, disposal, recycling and transportation of refuse and recyclable materials shall be by private carters and shall be performed in accordance with the Code.

6.5.7. LANDSCAPING

- A. Street trees shall be provided at intervals of approximately 30 to 50 feet along Raritan Avenue and all other streets, whether existing or proposed. Any new street tree shall be a minimum size of two-and-one-half (2 1/2) inches in caliper at time of planting.
- B. Shade trees shall be provided within yard areas, along the perimeter of parking areas, and within landscape islands within parking areas, to the extent practical, whether existing or proposed. Any new shade tree shall be a minimum size of two (2) inches in caliper at time of planting.

- C. All portions of the Project Area not utilized by structures or paved areas shall be landscaped, utilizing combinations of tree and shrub plantings, lawn and other vegetative ground covers in order to maintain or reestablish vegetation in the area and lessen the visual impact and climatic effects of structures and paved areas. The use of native plant species that are tolerant of drought and urban conditions shall be prioritized. To avoid monocultures, not more than 1/4 of the required plantings shall be of any one species.
- D. Where dwelling units are located on the ground floor, such shall be suitably buffered and screened from public view, and may have direct access to small, semi-private landscaped terraces designed as an urban patio garden. Such treatments shall be delineated and screened with a combination of enhanced landscape buffer, including hedging and landscape edging, as well as a low masonry wall and/or decorative fencing. Where provided, the terrace shall be suitably integrated into the patio landscaping treatment to provide full visual screening from passersby to a height of four (4) feet above grade and may provide for partial screening above four (4) feet.

6.5.8. LIGHTING

- A. Street lighting shall be provided along Raritan Avenue, whether existing or proposed. The type of fixture shall be consistent with the other fixtures utilized elsewhere in the Upper Raritan Avenue corridor.
- B. All parking and pedestrian areas shall be provided with pedestrian-scale light fixtures.
- C. Decorative and/or ambient lighting may be provided by one or more of the following: ground recessed lighting, bollard lighting, wall-mounted and/or recessed lighting.
- D. All fixtures shall be appropriately shielded and, where attached to a building, such shall be focused downward.
- E. All fixtures shall be LED, non-glare, full cut-off and shall not exceed a color temperature of 3,300K.

6.5.9. SIGNAGE

- A. All signage shall be indicated in a comprehensive sign package, including, but not limited to, building-mounted vertical landmark signage along Raritan Avenue, wall-mounted, blade, awning, directional and all other contemplated signage, which may be addressed in accordance with any Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper.

6.5.10. UTILITIES

- A. All development shall be serviced with public, potable water and sanitary sewer, along with electric, natural gas, telephone, and cable service; all utilities shall be placed underground to the extent practical.

- B. Any existing infrastructure or utilities servicing the Project Area that are in need of repair or replacement shall be addressed in accordance with any Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper.

6.5.11. STORMWATER MANAGEMENT & GREEN INFRASTRUCTURE

- A. Storm drainage improvements, including pipes, inlets, and culverts, shall be located either within public rights-of-way, dedicated property or properties, or within easements located on private property.
- B. All development shall incorporate the use of decentralized small-scale Green Infrastructure elements, as required by N.J.A.C. 7:8, in order to: (a) maximize treatment for water quality and groundwater recharge to the extent practical; and (b) manage water quantity prior to discharging into the Borough's stormwater sewer system.
- C. All development shall incorporate multiple elements from the following Green Infrastructure ("GI") strategies or features, which shall be addressed in accordance with a Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper:

At the Building Scale

1. Green roofs are partly or completely covered vegetative roofs that can be made as small as an exterior door overhang or as large as an entire roof, and can be used capture stormwater runoff from either a flat or sloping roof surface, improve air and water quality, reduce the urban heat island effect, and extend the life of roofing materials. Green roofs can be simple, shallow planting areas (extensive green roofs) or they can include deeper soils and more elaborate plantings (intensive green roofs).
2. Rain barrels & cisterns are storage tanks fed by downspouts from buildings that can capture and store stormwater runoff, which can then be used for watering of site plantings, therefore reducing demand for potable water for irrigation, or can be used for other non-potable uses.
3. Downspout planter boxes are open-topped containers fed by downspouts from buildings that can capture and use stormwater runoff for self-irrigation or can be used to delay runoff release to the stormwater collection system through an overflow.

Within Yard Areas

4. Infiltration beds and/or underground storage facilities are utilized under patios, terraces, walkways, parking lots and other paved areas, often with the use of pervious paving, which can be used to allow for local stormwater infiltration and recharge of groundwater at that location, or can be used to store stormwater for slow-release to the stormwater collection system. Underground storage capacity may be sized to receive stormwater from adjacent properties.

5. Landscape islands are designed to receive runoff and reduce the amount of runoff from adjacent paved areas, particularly parking lots. If properly designed, these landscape islands provide adequate soils and sufficient water to enable healthy shade tree growth around the perimeter of and within parking lots.
6. Vegetative bioswales provide stormwater capture and conveyance areas while rain gardens hold, filter and infiltrate a large amount of stormwater during rain events. Both of these strategies remove nonpoint source pollutants from stormwater runoff, allow for recharge of groundwater and/or for slow release to the stormwater collection system.

Within the Public Right-of-Way

7. Street tree trenches are linear systems that combine street trees with an underground stormwater management system, which are designed to collect stormwater runoff from the public sidewalk and the street.
8. Pervious public sidewalk utilize pervious concrete or pavers that enable stormwater runoff to infiltrate the paved surface as opposed to pooling on top of the walking surface.
9. Curb bump-outs are landscape planters commonly located at street corners and mid-block lane tapers, and are constructed to introduce landscaping and collect stormwater runoff from the public sidewalk and the street.

6.5.12. BUILDING DESIGN

- A. All development shall address the following building design standards in accordance with a Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper:
 1. The architectural design of the building shall provide architectural interest, articulation and variety to the massing of the building and relieve the negative visual effect of a single, long wall.
 2. The building shall be composed of an articulated base, body, and cap across the entire façade. Each element shall be traditionally proportionate to the overall horizontal and vertical dimensions of the façade.
 3. The ground floor shall be comprised of a regular rhythm of storefront bays and window treatments such that the ground floor façade along the street is predominately glazed. The glazing materials shall be highly transparent, with low reflectivity. The area above the storefronts shall be articulated with an articulated lintel composed of detailed layers of relief that create depth and shadow.
 4. The architectural treatment of a facade or roof shall be completely continued around all visibly exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with the style, materials, colors and details of the front façade.

5. All materials, colors, finishes and/or details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with adjacent buildings within the Project Area. A building designed of an architectural style that normally includes certain integral features, materials, colors, finishes and/or details shall have such incorporated into the design of such building.
6. Permitted building materials for street-facing exterior wall surfaces shall primarily consist of dimensional brick and/or fiber cement siding and may include smooth finished stucco and metal. Trim materials may consist of precast stone, wood, fiber cement and PVC. Vinyl, cultured stone and EIFS are not permitted building materials.
7. Any mechanical equipment and HVAC units shall be located either on the ground in the side or rear yard area or on the roof, and screened from public view. Such screening device shall be designed to be architecturally compatible with the style, materials, colors and details of such building. Through-the-wall HVAC units may be permitted, provided that those units in any street-facing façade shall be designed such that the associated wall vent and grille is centered beneath a window opening or is integrated into a design element that has the appearance of a window opening. Through-the-window and exterior wall-mounted HVAC units on street-facing facades shall be prohibited.

6.5.13. SUSTAINABLE DESIGN

The following standards shall be addressed in accordance with a Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper.

- A. All development shall incorporate multiple elements from the following Sustainable Design strategies or features, which shall be addressed in accordance with any Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper:

Renewable Energy

1. Solar Photovoltaic (“PV”) Readiness & sufficient space in order to accommodate future installation of Battery Storage Infrastructure

Passive Design

2. Light-Colored, Reflective Roof Surface
3. Architectural Shading Devices
4. Operable Windows

Energy Efficiency

5. Occupancy and Daylighting Controls (in Common Areas)
6. Digital Programmable Thermostats
7. ENERGY STAR Certified Appliances
8. ENERGY STAR Certified Light Fixtures
9. ENERGY STAR Certified Windows

Water Efficiency

10. Reduced or No Irrigation
11. WaterSense Rated Fixtures

Indoor Air Quality

12. Air Tightness Verification by ASTM Testing
13. Protection/Flushing of HVAC Equipment & Ductwork
14. MERV 8+ Air Filters During Construction; MERV 13+ Air Filters for Occupancy
15. Prohibition of Indoor Combustion Devices
16. Low VOC Interior Paints, Finishes, Adhesives & Sealants
17. Formaldehyde-Free Casework, Cabinetry & Composite Wood Finishes
18. Smoke-Free Building Policy (in Common Areas)

Materials & Resources

19. FSC Certified Wood Products
20. Material Reuse During Construction & Demolition

6.5.14. ACCESSIBILITY & UNIVERSAL DESIGN

- A. All development within the Project Area shall comply with federal, state and local requirements regarding accessibility.
- B. All development within the Project Area is encouraged to utilize Universal Design techniques and strategies to create public and private spaces that are equally accessible to all people, regardless of age and abilities. This approach is intended to facilitate equitable design that is flexible, simple, intuitive, perceptible, has tolerance for error, utilizes low physical effort and appropriate for the intended use.
- C. All development shall incorporate multiple elements from the following Universal Design techniques and strategies, which shall be addressed in accordance with any Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper:
 - 1. Accessible ramps, where necessary, should be integrated in the site and building design to create a dignified, non-discernible and inclusive access point that facilitates mobility for all users.
 - 2. Accessible on-street parking spaces, where provided, should be located to minimize travel distances to public spaces and building access points.
 - 3. At least one automated door (via pushpad or other means of activation) to a main access point should be provided.
 - 4. No-step ($\frac{1}{4}$ to $\frac{1}{2}$ inch thresholds) access to access points, patios, balconies and terraces should be provided to the extent practical.
 - 5. Doorways should be specified to have at least 34-inch-wide clear openings, with door handles located between 34 and 38 inches above the floor.
 - 6. Hallways should be designed to have at least 42-inch-wide clearances, with all controls, switches and outlets within the comfortable reach zone of between 24 and 48 inches above the floor.
 - 7. Counters, where provided, should be designed at different heights.
 - 8. Kitchen areas, where provided, should include cabinetry or areas that allow for a user to work in a seated position.
 - 9. Laundry appliances, where provided, should be front-loaded.
 - 10. Signage should be provided throughout, within sight lines and in alternate languages, in addition to English.

6.6 DEVELOPMENT OF PUBLIC ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

Provisions for electric vehicle (“EV”) charging infrastructure and stations for where parking facilities are provided on-site are regulated in Section 6.5.2 of this Redevelopment Plan.

This Redevelopment Plan anticipates the need for and development of public EV charging infrastructure and stations within the Project Area. Where a portion of the on-site parking facilities are anticipated to be shared with the public, those parking spaces to be shared with the public are encouraged to be provided with public EV charging infrastructure and stations.

Provisions for the development of public EV charging infrastructure and stations shall be addressed in accordance with a Redevelopment Agreement entered into between the Redeveloper and the Redevelopment Entity.

6.7 AFFORDABLE HOUSING

The Borough does not anticipate the removal of any Uniform Housing Affordability controlled housing units due to the implementation of this Redevelopment Plan. Because it is anticipated that no affordable housing units are to be removed due to the implementation of this Redevelopment Plan, no affordable housing units are anticipated to be replaced.

The provision of affordable housing within the Project Area, where applicable, shall be addressed in accordance with the Borough’s Affordable Housing Ordinance and Housing Element and Fair Share Plan, or, if applicable, in accordance with a Redevelopment Agreement entered into between the Redeveloper and the Redevelopment Entity.

7 | GENERAL PROVISIONS

7.1 APPLICABILITY

The provisions and development procedures contained in this chapter shall apply to all projects within the Project Area.

7.2 DEFINITIONS

The definitions provided in N.J.S.A. 40A:12A-3 are incorporated into this Redevelopment Plan by reference.

7.3 REDEVELOPMENT ENTITY

The Borough Council shall act as the “Redevelopment Entity” pursuant to N.J.S.A. 40A:12A-4.c for purposes of carrying out this Redevelopment Plan.

In doing so, the Borough Council shall have the powers as set forth in N.J.S.A. 40A:12A-15 and N.J.S.A. 40A:12A-22, and all other relevant provisions and statutes, to effectuate all of its duties, responsibilities, and all other activities as permitted by law in the execution and implementation of this Redevelopment Plan.

7.4 REDEVELOPER SELECTION

The Redevelopment Entity may, pursuant to N.J.S.A. 40A:12A-8 and upon adoption of this Redevelopment Plan, select a single “Redeveloper” or multiple Redevelopers for the rehabilitation and/or redevelopment of the Project Area or portion thereof.

The Redevelopment Entity shall select the Redeveloper(s) based on the entity’s experience, financial capacity, ability to meet deadlines, flexibility in meeting market demands within the framework of this Redevelopment Plan, and any additional criteria that demonstrate the Redeveloper’s ability to implement the Vision and the established Goals and Objectives of this Redevelopment Plan.

EXCEPTION FOR BLOCK 3801, LOT 7

In the case of the existing single-family detached dwelling on Block 3801, Lot 7, the Redevelopment Entity shall not be required to select a Redeveloper, and the property owner or any applicant with the property owner’s consent, shall not be required to be named a Redeveloper in order to make improvements to the property, so long as the property remains developed with a single-family detached dwelling or is proposed to be developed with a new single-family detached dwelling.

7.5 DEVELOPMENT PROCEDURE

7.5.1 CONCEPT PLAN REVIEW

Any Redeveloper(s) seeking to utilize the zoning established by this Redevelopment Plan shall make a formal proposal for development to the Redevelopment Director who may defer to the Redevelopment Entity and obtain consent and approval of such proposal, consistent with the terms of this Redevelopment Plan.

7.5.2 REDEVELOPMENT AGREEMENT

Once the concept plan has been reviewed by the Redevelopment Director and/or Redevelopment Entity, the Redeveloper shall enter into a Redevelopment Agreement with the Redevelopment Entity that comports with the requirements of N.J.S.A. 40A:12A-9, along with any other covenants, provisions, and continuing controls as may be deemed necessary to effectuate the purposes of this Redevelopment Plan and the LRHL.

Execution of a Redevelopment Agreement shall be a mandatory checklist item for any Application for Development as the term is defined in N.J.S.A. 40:55D-3 and any such application shall not be deemed complete pursuant to N.J.S.A. 40:55D-10.3 until proof of an executed Redevelopment Agreement has been submitted as part of the application. Only upon execution of a Redevelopment Agreement may the Applicant submit an Application for Development to the Planning Board for completeness review.

7.5.3 APPLICATIONS FOR DEVELOPMENT

Preliminary and final site plan and/or subdivision applications for any property within the Project Area shall be in accordance with the requirements with this Redevelopment Plan, and all applicable provisions of the Ordinance and the MLUL.

Applications shall be accompanied by such maps, documents and materials in accordance with all relevant development application checklists. Applications may be submitted for the entire project or any number of phases, provided that all aspects of any proposed phasing, including phase configuration and location, and the timing and sequencing of phase development, shall be subject to Planning Board review, and will only be allowed if approved by the Redevelopment Entity.

7.5.4 PLANNING BOARD REVIEW

Preliminary and final site plan and/or subdivision review shall be conducted by the Planning Board pursuant to the MLUL. Applicants before the Planning Board shall provide public notice of such site plan and/or subdivision application in accordance with the public notice requirements as set forth in N.J.S.A. 40:55D-12(a) and (b).

7.5.5 DEVIATIONS FROM PROVISIONS OF APPROVED REDEVELOPMENT PLAN

All applications requiring relief for deviations from this Redevelopment Plan or the Ordinance shall be governed by the MLUL or any existing, or to be adopted, redevelopment plan for a specific site within the Project Area, provided that:

- A. No deviations shall be granted that result in: (i) the granting of a variance under N.J.S.A. 40:55D-70(d)1 through (d)6; (ii) deviating from contractual obligations of a Redeveloper to the Redevelopment Entity; or (iii) deviating from any other mandatory component of this Redevelopment Plan. Any such deviations shall require an amendment to this Redevelopment Plan at the option of the Redevelopment Entity.
- B. Variances may be granted from provisions set forth in "Area & Bulk Standards" of this Redevelopment Plan or applicable provisions set forth in Part 4 "Zoning" of the Ordinance. Consideration of such variances shall be undertaken pursuant to N.J.S.A. 40:55D-70.c.
- C. Exceptions may be granted from provisions set forth in "Development & Design Standards" of this Redevelopment Plan or applicable provisions set forth in Part 3 "Performance Standards" of the Ordinance. Consideration of such exceptions shall be undertaken pursuant to N.J.S.A. 40:55D-51.
- D. Consideration of any request for waiver of submission requirements shall be undertaken pursuant to N.J.S.A. 40:55D-10.3.

EXCEPTION FOR BLOCK 3801, LOT 7

In the case of the existing single-family detached dwelling on Block 3801, Lot 7, the property owner or any applicant with the property owner's consent, shall not be required to submit a concept plan or enter into a Redevelopment Agreement with the Redevelopment Entity in order to make improvements to the property, so long as the property remains developed with a single-family detached dwelling or is proposed to be developed with a new single-family detached dwelling.

7.6 AMENDMENTS TO APPROVED REDEVELOPMENT PLAN

The Borough may amend, revise or modify this Redevelopment Plan from time to time in accordance with the provisions of the LRHL, as may be amended from time to time.

7.7 DURATION OF REDEVELOPMENT PLAN RESTRICTIONS

This Redevelopment Plan and any modification thereof shall be in full force and effect for a period of thirty (30) years from the date the Borough first approves this Redevelopment Plan.

7.8 CERTIFICATES OF COMPLETION

Upon completion of any project within the Project Area, the Redeveloper shall submit for a Certificate of Completion.

7.9 PROPERTY ACQUISITION

The Project Area has been designated as an “area in need of rehabilitation.” As a result, the LRHL does not authorize property acquisition by eminent domain. Therefore, no eminent domain is anticipated or enabled by this Redevelopment Plan under the LRHL. To the extent property will be acquired, all such property must be acquired by the designated Redeveloper(s) through private negotiation with the property owner(s).

Notwithstanding the above, nothing herein shall preclude any governmental entity, including the Borough, from utilizing eminent domain, in accordance with other applicable laws, to acquire any property for a public purpose.

7.10 RELOCATION OF DISPLACED RESIDENTS OR BUSINESSES

Presently, there are several residents and businesses within the Project Area, who will be permitted to remain within the Project Area for the foreseeable future and/or have been incorporated into this Redevelopment Plan. Therefore, it is anticipated that there will be no displacement of either residents or businesses requiring a Workable Relocation Assistance Plan at this time.

Notwithstanding the above, in the case where any governmental entity, including the Borough, utilizes eminent domain in accordance with other applicable laws, to acquire any property for a public purpose, then a Workable Relocation Assistance Plan may be required.

7.11 ADVERSE INFLUENCES

No use shall be permitted which will produce corrosive, toxic or noxious fumes, offensive noise, vibrations, smoke, dust, odors, heat, glare, and other objectionable influences found to be detrimental to the public health, safety or general welfare.

7.12 DISCRIMINATION BAN

No covenant, lease, conveyance, or other instrument shall be effected or executed by the Redevelopment Entity or any Redeveloper whereby land, structures, occupancy or use of any part of the Project Area upon the basis of race, creed, color, national origin/nationality, ancestry, religion, age, sex, pregnancy, gender identity or expression, affectional or sexual orientation, marital status, familial status, or disability or perceived disability. Appropriate covenants shall prohibit such restrictions and shall be included in all instruments.

7.13 SEVERABILITY

If any portion of this Redevelopment Plan, including any word, phrase, clause, section, or provision, should be judged invalid, illegal, or unconstitutional by a court of competent jurisdiction, such order shall not affect the remaining portions of this Redevelopment Plan which shall remain in full force and effect.

8 | APPENDIX

APPENDIX A: BOROUGH COUNCIL RESOLUTION NO. 2023-02

**RESOLUTION NO. 2023-02
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
LRK FOR CONTINUED REDEVELOPMENT PLANNING SERVICES ON
UPPER RARITAN AVENUE**

WHEREAS, Upper (North) Raritan Avenue is one of the five corridor sub-areas studied in Highland Park's 2019 Land Use Plan Element; and

WHEREAS, the Borough of Highland Park seeks assistance with advancing the strategies identified in the 2019 Land Use Plan Element for Upper (North) Raritan Avenue through the creation of a redevelopment plan for various properties, including Block 3801 [89], Lots 2-7, 16 and 17; Block 3802 [92], Lots 2, 6 and 7; and

WHEREAS, on October 19, 2021, Borough Council passed Resolution No. 10-21-269, authorizing a professional services agreement with LRK for redevelopment planning services on Upper (North) Raritan Avenue; and

WHEREAS, the Borough of Highland Park has need for continued services of a Planner to prepare and complete a Redevelopment Plan for the above referenced properties; and

WHEREAS, such services are professional services as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, LRK, Inc., is a firm of licensed planners of the State of New Jersey with extensive experience in providing these services; and

WHEREAS, funds for this purpose will be available in Account No. 3-01-20-170-233 in an amount not to exceed \$24,000.00, as reflected by the Certification of Funds by the Chief Financial Officer certification no. 2023-42.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, as follows:

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with LRK, Inc., 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, a copy of which is attached to the original of this original.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 13th day of June, 2023.


Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera	✓			
George	✓			
Hale	✓			
Hersh	✓			
Kirn-Chohan	✓			
Postelnik	✓			

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**ORDINANCE NO. 24-2090
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX, NJ**

**ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN
THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY,
APPROVING AND AUTHORIZING THE ENTERING INTO,
EXECUTION AND DELIVERY OF A LEASE AND
AGREEMENT WITH THE MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY RELATING TO THE
ISSUANCE OF COUNTY-GUARANTEED CAPITAL
EQUIPMENT AND IMPROVEMENT REVENUE BONDS,
SERIES 2024 OF THE MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY**

WHEREAS, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

WHEREAS, the Authority has determined to issue its revenue bonds for the purpose of financing the lease of certain items of capital equipment to various municipalities located in the County of Middlesex in the State of New Jersey (the "County") including the County (the "2024 Program"); and

WHEREAS, the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2024 Program and to lease various items of capital equipment (the "Equipment") from the Authority for use by various departments within the Municipality; and

WHEREAS, there has been prepared and submitted to the Municipality the form of the Lease and Agreement (the "Lease"), to be entered into by and between the Authority and the Municipality, which Lease has been approved by the Authority and which is attached hereto as Exhibit A, providing for the acquisition and leasing of certain Equipment from the Authority, which Equipment is described in Exhibit B attached hereto and incorporated by reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Lease.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

Section 1. Pursuant to section 78 of the County Improvement Authorities Law, N.J.S.A. 40:48-1 et seq., the Municipality is hereby authorized and directed to enter into and implement the provisions of the Lease, which Lease provides for the leasing by the

Municipality of certain Equipment acquired with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2024 (the "Bonds") to be issued by the Authority under a resolution of the Authority to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Lease, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

Section 2. The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Lease authorized by this ordinance, including without limitation, (i) all Basic Rent and other Rent obligations of the Municipality under the Lease, including Authority Administrative Expenses and Additional Rent, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Lease pursuant to the County Guaranty, including County Guaranty Costs and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Lease and the County Guaranty ((i), (ii) and (iii) collectively, the "Lease Payment Obligation"). The Lease Payment Obligation under the Lease shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the Municipality for the payment of the Lease Payment Obligation under the Lease without limitation as to rate or amount.

Section 3. The Mayor or other duly Authorized Municipal Representative (as defined in the Lease) is hereby authorized and directed to execute the Lease on behalf of the Municipality in the form as attached hereto in Exhibit A and the Clerk of the Municipality is hereby authorized and directed to attest to such signature and affix the seal of the Municipality thereto and the Lease is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Lease.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(1) The maximum Lease Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority shall not exceed the sum necessary to (a) acquire the Municipality's Equipment described in Exhibit B attached hereto which will be subject to the Lease, (b) pay principal of and interest on the Bonds allocated to the Municipality and used to acquire the Municipality's Equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Rent, County Guaranty Costs and all other amounts required to be paid by the Municipality under the Lease.

(2) The Bonds allocated to the Municipality's various improvements and items of equipment shall mature within five (5) years from the date of issue.

(3) The Lease Payment Obligation authorized herein shall remain effective until the Municipality's share of the Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Lease have been satisfied, notwithstanding the occurrence of any other event, including but not limited to the termination of the Lease with respect to some or all of the Equipment leased thereunder.

(4) The items of Equipment described in Exhibit B are hereby approved to be leased from the Authority in accordance with the terms of the Lease, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

Section 5. To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Lease. The Mayor, Clerk, Chief Financial Officer or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Official Statement of the Authority and the preliminary form thereof to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

Section 6. The Mayor, Clerk, Chief Financial Officer of the Municipality or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Lease, the leasing of the Equipment which is to be the subject of the Lease, and all related transactions contemplated by this ordinance.

Section 7. Upon the payment of all amounts referenced in Section 4(3) herein, the full faith and credit pledge of the Municipality as to its Lease Payment Obligations authorized herein shall cease to exist.

Section 8. The provisions of this lease ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this lease ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

Section 9. This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law, contingent upon the Authority receiving approval for the 2024 Program from the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs.

ADOPTED ON FIRST READING

DATED: July 16, 2024

JENNIFER SANTIAGO,
Clerk of the Borough of Highland Park

ADOPTED ON SECOND READING

DATED: August 13, 2024

JENNIFER SANTIAGO,
Clerk of the Borough of Highland Park

APPROVED BY THE MAYOR THIS ___ DAY OF _____, 2024.

ELSIE FOSTER,
Mayor

Exhibit A – Lease Agreement

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

LEASE AND AGREEMENT

BY AND BETWEEN

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

AND

[MUNICIPALITY]

IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

DATED AS OF October [__], 2024

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THIS LEASE AND AGREEMENT, dated as of October [___], 2024 by and between the Middlesex County Improvement Authority (hereinafter, the "Authority") and the [Municipality], in the County of Middlesex, State of New Jersey (hereinafter, the "Municipality").

W I T N E S S E T H:

WHEREAS, the Authority is authorized by the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "Act"), to provide within the County of Middlesex, State of New Jersey, or any beneficiary county, public facilities for use by the State, the County or any municipality in the County or any beneficiary county, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

WHEREAS, the Authority is authorized by the Act to lease to any governmental unit or person, all or any part of any public facility, including but not limited to, capital equipment, for such consideration and for such period or periods of time and upon such other terms and conditions as it may fix and agree upon; and

WHEREAS, the Authority has determined pursuant to the Act to finance the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County, including the County and the Authority (the "2024 Program"); and

WHEREAS, the Equipment will be financed through the issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2024 (the "Series 2024 Bonds"); and

WHEREAS, all actions necessary and required under the Act have been taken by the Authority; and

WHEREAS, the Municipality has determined to participate in the 2024 Program and to lease the Equipment from the Authority pursuant to the terms and conditions set forth hereunder; and

WHEREAS, the Authority will, pursuant to the Act, provide for the financing of the cost of the acquisition of the Equipment by the issuance of the Series 2024 Bonds payable from rentals to be received from the Municipality pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

Section 1.1 Definitions. The terms set forth in this section shall have the meanings ascribed to them for all purposes of this Lease unless the context clearly indicates some other meaning. Terms used herein and not defined herein shall have the meanings ascribed thereto in the Bond Resolution. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

"Acceptance Certificate" shall mean a certificate substantially in the form set forth in Exhibit B hereto and incorporated by this reference herein.

"Account" or "Accounts" shall mean, as the case may be, each or all of the accounts established and created under Article V of the Bond Resolution.

"Acquisition and Improvement Fund" shall mean the Acquisition and Improvement Fund created and established pursuant to Section 502 of the Bond Resolution.

"Act" shall mean the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960 (N.J.S.A. 40:37A-44 et seq.), as amended and supplemented from time to time.

"Additional Rent" shall mean all amounts payable by the Municipality to the Authority or the County, as the case may be, under this Lease (excluding Basic Rent), including, but not limited to, the annual Trustee's fee and the annual Authority Administrative Expenses, and where applicable, allocated to the Municipality on a pro rata basis with all other Municipalities which are parties to this transaction in relation to the amount of Bonds Outstanding in any Bond Year all as set forth in Exhibit A hereto, professional fees incurred for any arbitrage rebate calculation, arbitrage rebate expenses, County Guaranty Costs, and all direct and indirect costs and expenses incurred by the Authority and the County related to the enforcement of this Lease, the County Guaranty and the County Guaranty Agreement, including reasonable attorneys' fees related thereto.

"Annual Authority Administrative Fee" shall mean the annual fee for the general administrative expenses of the Authority for the Series 2024 Bonds as shall be set forth in Exhibit A hereto.

"Applicable Basic Rent" shall mean the amount of Basic Rent payable on a given Lease Payment Date with respect to a particular Item of Equipment as set forth in Exhibit A hereto and incorporated by this reference herein.

"Authority" shall mean the Middlesex County Improvement Authority, a public body corporate and politic organized and existing under the Act and created pursuant to a resolution of the Board of County Commissioners of the County of Middlesex adopted on September 6, 1990, and any successor to its duties and functions.

"Authority Administrative Expenses" shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under the Bond Resolution, the County Guaranty Agreement and this Lease, including, but not limited to, (i) the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) all fees and expenses, including but not limited to, indemnification expenses, if any, incurred in connection with the issuance of the Series 2024 Bonds, the financing of the Equipment or the compelling of the full and punctual performance of the Bond Resolution and this Lease in accordance with the terms thereof and hereof, (iv) all fees and expenses, including, but not limited to, indemnification expenses, if any, of counsel, Fiduciaries and others, and (v) any fees and expenses, including, but not limited to, indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar or the Trustee or any or all Fiduciaries in connection with the performance of their respective fiduciary responsibilities under the Bond Resolution and this Lease, all to the extent not capitalized pursuant to the requirements of the Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Rent by the Municipality and where applicable, allocated to the Municipality on a pro rata basis with all other Municipalities which are parties to this transaction in relation to the amount of Bonds Outstanding in any Bond Year, all as set forth in Exhibit A hereto.

"Authorized Authority Representative" shall mean any person or persons authorized to act on behalf of the Authority by a written certificate signed on behalf of the Authority by the Chairman or Vice Chairman of the Authority containing the specimen signature of each such person.

"Authorized County Representative" shall mean any person or persons authorized to act on behalf of the County by a written certificate signed on behalf of the County by the Director or Deputy Director of the Board of County Commissioners of the County containing the specimen signature of each such person.

"Authorized Municipal Representative" shall mean any person or persons authorized to act on behalf of the Municipality by a written certificate signed on behalf of the Municipality by the Mayor of the Municipality containing the specimen signature of each such person, which Municipality shall also include the County acting in the capacity of a municipal participant, which in the case of the County, such written certificate shall be signed by the Director or Deputy Director of the Board of County Commissioners, which form of certificate is set forth as Exhibit E hereto and incorporated by this reference herein.

"Basic Rent" shall mean the sum of money representing principal and interest for each Item of Equipment necessary to amortize Debt Service on the Series 2024 Bonds allocated to the Municipality and payable by the Municipality on each Lease Payment Date, as set forth in Exhibit A hereto and incorporated by this reference herein and as described in Section 3.1(a) herein and redemption premium, if any, to the extent required to redeem the Series 2024 Bonds pursuant to Article IV of the Bond Resolution.

"Bond" or "Bonds" shall mean, collectively, the Outstanding Bonds of the Authority issued pursuant to Section 201 of the Bond Resolution, specifically, the not to exceed \$23,000,000 County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2024 and Refunding Bonds, if any.

Bond Counsel shall mean McManimon, Scotland & Baumann, LLC, Roseland, New Jersey or any other lawyer or firm of lawyers with experience and nationally recognized expertise in the field of municipal finance selected by the Authority.

"Bondholder", "Holder of Bonds", "Holder" or "Owner" shall mean any person who shall be the registered owner of any Bond or Bonds.

"Bond Resolution" shall mean the resolution adopted by the Authority on August [___], 2024 entitled "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds", as the same may be amended, modified or supplemented in accordance with the provisions thereof.

"Bond Year" shall mean the twelve (12) month period beginning September 15 and ending on September 14, excepting that the first Bond Year with respect to the Series 2024 Bonds shall commence on the date of original issuance of the Series 2024 Bonds and end on September 14, 2025.

"Business Day" shall mean any day that is not a Saturday, Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee, the Bond Registrar, any Paying Agent or the Authority is legally authorized to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

"Cost" or "Costs" shall mean and be deemed to include, with respect to any Item of Equipment for each Municipality and, where applicable, allocated on a pro rata basis with all other Municipalities which may be parties to the transaction with respect thereto, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of this Lease, (a) the costs of payment of, or reimbursement for, acquisition, installation and financing of each such Item of Equipment, including, but not limited to, advances or progress payments, installation costs, administrative costs and capital expenditures relating to installation, financing payments, sales taxes, excise taxes, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recordation costs, printing costs for all documents, reproduction and binding costs, fees and charges of the Trustee pursuant to the Bond Resolution, financing documents, legal fees and charges, financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority and the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of the

Series 2024 Bonds, and any charges and fees in connection with any of the foregoing; (b) all other costs which the Municipality or the Authority shall be required to pay under the terms of any contract or contracts for the acquisition of any Item of Equipment, including, but not limited to, the cost of insurance; (c) any sums required to reimburse the Municipality for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to any Item of Equipment; (d) deposits in any Fund or Account under the Bond Resolution, all as shall be provided in the Bond Resolution; and (e) such other expenses not specified herein as may be necessary or incidental to the acquisition of any Item of Equipment, the financing thereof and the placing of the same in use and operation. Cost as defined herein shall be deemed to include (i) the costs and expenses incurred by any agent of the Authority or the Municipality for any of the above mentioned items and (ii) all costs and expenses incurred by any agent of the County and the Authority in connection with the adoption, administration and enforcement of this Lease and the County Guaranty, including, but not limited to, County Guaranty Costs.

"County" shall mean the County of Middlesex, a public body politic and corporate of the State of New Jersey.

"County Guaranty" shall mean the County's unconditional and irrevocable guaranty of the punctual payment of principal of and interest when due on the Series 2024 Bonds duly adopted pursuant to section 37 of the Act, and specifically with respect to the Series 2024 Bonds, duly adopted August [___], 2024 and entitled, "COUNTY OF MIDDLESEX, STATE OF NEW JERSEY GUARANTY ORDINANCE SECURING THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY'S COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2024 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$23,000,000 AND AUTHORIZING A PUBLIC HEARING TO BE HELD AUGUST 17, 2024 AT 7:00 P.M., AUTHORIZING PUBLICATION OF NOTICE THEREOF, CONSENTING TO SUCH FINANCING AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH".

"County Guaranty Costs" shall mean all direct and indirect Costs and expenses of the County incurred with respect to its County Guaranty as defined in the County Guaranty Agreement, including amounts paid by the County pursuant to Sections 508 and 708 of the Bond Resolution, together with interest on such amounts at an interest rate equal to the County's cost of obtaining funds required to make such payments (including, but not limited to, lost earnings on the investment of available funds used to make such payments or the net interest cost of such Series of Bonds, whichever is higher, as shall be determined by the County), reasonable attorneys' fees and other costs arising out of the required payments or expenses for the collection, enforcement and repayment pursuant to the County Guaranty, together with interest accrued on such sum until the time of repayment to the County, but shall not include those costs and expenses incurred by the County in connection with curing a default under its Lease.

"Debt Service" for any period shall mean, as of any date of calculation, with respect to the Series 2024 Bonds, an amount equal to the sum of (i) the interest

accruing during such period on such Series 2024 Bonds except to the extent such interest is to be paid from deposits made from Series 2024 Bond proceeds into the Debt Service Fund, and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment Date or, if there should be no preceding Principal Installment Date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding such Principal Installment Date or from the date of original issuance of the Series 2024 Bonds, whichever is later. Such interest and Principal Installments for such Series 2024 Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the Principal Installment Date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

"Debt Service Fund" shall mean the Debt Service Fund created and established in Section 502 of the Bond Resolution.

"Debt Service Requirement" with respect to the next Interest Payment Date for the Series 2024 Bonds shall mean, (i) in the case of an Interest Payment Date on which interest only shall be due, interest accrued and unpaid and to accrue to such date if such Principal Installment or Installments shall be deemed to accrue in the manner provided in clause (ii) of the definition of "Debt Service" set forth in Section 101 of the Bond Resolution, and (ii) in the case of an Interest Payment Date on which both interest and a Principal Installment or Installments shall be due, interest accrued and unpaid and to accrue to such date plus the Principal Installment or Installments due on such date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

"Equipment" or "Item(s) of Equipment" shall mean the capital equipment, including police and passenger vehicles, described in Exhibit A hereto and incorporated by this reference herein purchased and acquired with the proceeds of the Series 2024 Bonds, including any vehicle substituted or added pursuant to Section 8.1(b) of this Lease, and described in Exhibit F hereto.

"Event of Default" shall mean an event of default as defined in Section 7.1 hereof but not under the Bond Resolution.

"Favorable Opinion of Bond Counsel" shall mean an opinion of Bond Counsel, addressed to the Authority and the Trustee, to the effect that the action proposed to be taken is authorized or permitted by the Bond Resolution and the Act and will not adversely affect the exclusion of interest on a Series of Bonds from gross income for purposes of Federal income taxation under section 103 of the Code.

"Fiduciary" or "Fiduciaries" shall mean the Trustee, the Paying Agent, the Bond Registrar, or any or all of them, as may be appropriate.

"Fiscal Year" shall mean the twelve (12) month fiscal period of the Municipality, the County or the Authority, including any six-month transition year of the Municipality authorized pursuant to chapter 75 of the Laws of New Jersey of 1991.

"Fund" or "Funds" shall mean, as the case may be, each or all of the Funds created and established in Section 502 of the Bond Resolution; provided, however, that such Funds do not constitute "funds" in accordance with generally accepted accounting principles.

"Guaranty Agreement" or "County Guaranty Agreement" shall mean the County Guaranty Agreement dated as of [____], 2024, entered into by and between the County and the Authority wherein the County has irrevocably and unconditionally guaranteed the punctual payment of the principal of and interest on the Series 2024 Bonds and setting forth the terms and conditions of the County Guaranty with respect to the Series 2024 Bonds, as amended and supplemented.

"Initial Authority Financing Fee" shall mean the amount equal to \$[_____] for the initial financing fee of the Authority, allocated to the Municipality based on the percentage set forth in Exhibit A to each Lease or a Supplemental Resolution authorizing a Series of Bonds.

"Interest Payment Date" shall mean, with respect to the Series 2024 Bonds, each March 15 and September 15, commencing March 15, 2025, and such other dates as shall be established by a Supplemental Resolution authorizing a Series of Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

"Lease" shall mean, with respect to the Series 2024 Bonds, this Lease and Agreement dated as of October [___], 2024, by and between the Authority and the Municipality, as approved by the County, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions hereof and the Bond Resolution.

"Lease Payment" shall mean the Rental Payment consisting of Basic Rent payable on each Lease Payment Date and, as applicable, Additional Rent payable by the Municipality upon demand pursuant to Section 3.1(a) and (b) hereof, respectively.

"Lease Payment Date" shall mean, with respect to the Series 2024 Bonds, each January 15 and July 15, commencing January 15, 2025, which dates shall not be later than the fifteenth day of the second month immediately preceding each Interest Payment Date and Principal Installment Date, as applicable, and such other dates determined in accordance herewith as may be set forth in a Supplemental Resolution authorizing a Series of Bonds. In the event a Lease Payment Date is not a Business Day, the Lease Payment shall be made by the Municipality on the next succeeding Business Day.

"Lease Term" shall mean the period during which this Lease or the lease of any Item of Equipment, as the case may be, is in effect as specified in Section 2.2 hereof.

"Month" shall mean a calendar month.

"Municipal Account(s)" shall mean each of the account(s) created in the Acquisition and Improvement Fund, Proceeds Fund and Debt Service Fund for each of the Municipalities in connection with the issuance of the Series 2024 Bonds into which moneys, Proceeds, Series 2024 Bond proceeds and investment earnings, as applicable, allocable to the Municipality, shall be deposited pursuant to Article V of the Bond Resolution.

"Municipality" or "Municipalities" shall mean the Municipality as defined in the preamble hereof and, with respect to the Series 2024 Bonds, shall mean collectively all of the Municipalities, including the County, each of which have executed a Lease with the Authority for the purposes of acquiring equipment or undertaking improvements, as applicable, with the proceeds of the Series 2024 Bonds, all of which are situated in the County.

"Operating Fund" shall mean the Operating Fund created and established under Section 502 of the Bond Resolution.

"Ordinance" shall mean the ordinance duly adopted by the Municipality approving and authorizing the execution and delivery of this Lease and pledging the full faith and credit of the Municipality for the repayment of its obligations under this Lease.

"Outstanding" when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Bond Resolution except:

(i) Bonds canceled by the Trustee at or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, together with interest to accrue thereon to the date of maturity or redemption date, shall be held in an irrevocable trust under the Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity date); provided that if such Bonds (or portion of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in the Bond Resolution;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III of the Bond Resolution or Section 1206 of the Bond Resolution; and

(iv) Bonds deemed to have been paid as provided in subsection 1 or 2 of Section 1301 of the Bond Resolution.

"Person" or "Persons" shall mean any individual, corporation, partnership, joint venture, trust or unincorporated organization or a governmental agency or any political subdivision thereof.

"Principal Installment" shall mean, as of any date of calculation, and with respect to the Series 2024 Bonds, so long as any Series 2024 Bonds are Outstanding, (i) the principal amount of Series 2024 Bonds due on a certain future date for which no Sinking Fund Installments have been established plus any applicable redemption premium thereon, and (ii) any Sinking Fund Installments due on a certain future date for the Series 2024 Bonds, if any, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of the Series 2024 Bonds on such future date in a principal amount equal to such Sinking Fund Installments.

"Principal Installment Date" shall mean with respect to the Series 2024 Bonds, each September 15, commencing September 15, 2025, on which any Principal Installment shall become due and payable by the Authority. In the event a Principal Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

"Proceeds" shall mean any insurance, condemnation, performance bond, or any other financial guaranty proceeds paid with respect to any Item of Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof; and, with respect to insurance, if and at such time as the Municipality elects to provide self-insurance under Section 5.3 of this Lease, any moneys payable from any self-insurance fund of the Municipality which may lawfully be expended for the purposes for which such self-insurance is provided.

"Proceeds Fund" shall mean the Proceeds Fund created and established under Section 502 of the Bond Resolution.

"Registered Owner" shall mean the owner of any Bond which is issued in fully registered form, as determined on the Record Date, as reflected on the registration books of the Authority which shall be kept and maintained on behalf of the Authority at the principal institutional trust office of the Bond Registrar.

"Rent", "Rental(s)" or "Rental Payment" shall mean the sum of Basic Rent and Additional Rent set forth in Section 3.1 hereof.

"Resolution" shall mean the Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds as from time to time is amended or supplemented in accordance with the terms thereof.

"Series 2024 Bonds" shall mean all of the Series 2024 Bonds authenticated and delivered upon original issuance pursuant to Section 203 of the Bond Resolution.

"Standard & Poor's" or "S&P" shall mean S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, organized and existing under the laws of the State of New York, and its successors and/or assigns, if any.

"State" shall mean the State of New Jersey or any successor to its duties and functions.

"Substitution Certificate" shall mean the certificate executed by an Authorized Municipal Representative pursuant to Section 8.1 of this Lease, annexed as Exhibit F hereto and incorporated by this reference herein.

"Trustee" shall mean, with respect to the Series 2024 Bonds, TD Bank, National Association, Mount Laurel, New Jersey and its successors or assigns or any other bank, trust company or national banking association appointed trustee pursuant to the Bond Resolution.

ARTICLE II

LEASE OF EQUIPMENT; TERM OF LEASE; ACQUISITION OF EQUIPMENT

Section 2.1 Lease of Equipment. The Authority hereby agrees to lease to the Municipality, and the Municipality hereby agrees to take and hire from the Authority, each Item of Equipment on the terms and conditions set forth in this Lease.

Section 2.2 Term of Lease. Subject to the provisions of Section 9.10 hereof, the Lease Term for the Equipment shall commence on the date of issuance and delivery of the Series 2024 Bonds by the Authority and shall terminate on the first date upon which no Series 2024 Bonds remain Outstanding and all Rentals due and owing hereunder by the Municipality shall have been paid in full. The Lease Term for any Item of Equipment shall be deemed to commence on the date of issuance and delivery of the Series 2024 Bonds and end on the date specified in Exhibit A hereto with respect to each such Item of Equipment.

Section 2.3 Acquisition of Items of Equipment. (a) The Authority agrees to acquire or cause the Municipality to acquire each of the Items of Equipment specified in Exhibit A pursuant to the specifications prepared by the Municipality. The Municipality agrees that it will be responsible for the letting of contracts for the purchase and installation of the Items of Equipment and supervising the installation and acceptance of the Items of Equipment. **An Authorized Municipal Representative shall execute and deliver to the Authority prior to the date of the original issuance of the Series 2024 Bonds, a certificate certifying that the Municipality will use its best efforts to cause the purchase, installation and requisition of the moneys for the payment of the Equipment from the Municipal Account in the Acquisition and Improvement Fund in accordance with the following: the Municipality shall requisition (i) fifteen (15%) percent of the Series 2024 Bond proceeds in its Municipal Account in the Acquisition and Improvement Fund within six (6) months after the date of the original issuance of the Series 2024 Bonds; (ii) sixty (60%) percent of the Series 2024 Bond proceeds in its Municipal Account in the Acquisition and Improvement Fund within twelve (12) months after the date of original issuance of the Series 2024 Bonds; and (iii) one hundred (100%) percent of the Series 2024 Bond proceeds in its Municipal Account in the Acquisition and Improvement Fund within eighteen (18) months after the date of original issuance of the Series 2024 Bonds so as not to subject the Series 2024 Bonds to arbitrage rebate. The Municipality will also deliver to the Trustee the items required by the terms of this Lease and the Bond Resolution to enable the Trustee to make the respective payments therefor for the purchase thereof within said eighteen (18) month period.** In the event the Municipality does not requisition all of such moneys within eighteen (18) months of the date of original issuance of the Series 2024 Bonds and in accordance with the time periods and percentages specified in this Section 2.3(a), such moneys shall be applied by the Trustee in accordance with the provisions of Sections 503(7) and 507(5) of the Bond Resolution. Also, in the event the Municipality does not requisition all such moneys within eighteen (18) months of the date of issuance of the Series 2024 Bonds and in accordance with the time periods and percentages specified in this Section 2.3(a) hereof and such proceeds

of the Series 2024 Bonds are deemed to have not been "spent" in accordance with the Code, the Municipality shall pay to the Authority as Additional Rent the cost and expense of the performance of an arbitrage rebate calculation. The Municipality shall also be required to pay any arbitrage rebate moneys to the Authority in the event the Municipality's failure to "spend" Series 2024 Bond proceeds attributable to such Municipality requires the Authority to rebate money to the Internal Revenue Service. This obligation of the Municipality to pay to the Authority the cost and expense of the performance of an arbitrage rebate calculation and arbitrage rebate moneys shall survive the expiration of the Lease Term and the final maturity of the Series 2024 Bonds.

(b) Contracts in connection with the purchase and installation of each Item of Equipment shall be let in accordance with all applicable competitive bidding laws. All such contracts shall have the same general form and content as similar contracts let by the Municipality.

(c) Upon delivery of each Item of Equipment to the Municipality, the Municipality shall cause an Authorized Municipal Representative to inspect the same and, either (i) if such Item of Equipment is found to be in good condition, to accept such Item of Equipment and to execute and deliver an Acceptance Certificate (and the requisition for the payment thereof with respect thereto as required by Section 2.5(b) hereof) to the Authority within ten (10) Business Days of inspection, which Acceptance Certificate shall be approved by an Authorized Authority Representative pursuant to Section 2.5(b) hereof and thereafter forwarded to the Trustee for payment, or (ii) if the Municipality, acting in good faith, should find that such Item of Equipment is not in good condition or in accordance with specifications therefor, the Municipality shall return the same to the manufacturer or supplier thereof. Upon presentation of an Acceptance Certificate and the requisition required by the terms of the Bond Resolution (as approved by an Authorized Authority Representative pursuant to Section 2.5(b) hereof), the Trustee will pay the Cost of such Item of Equipment pursuant to the terms of the Bond Resolution. In the event the Municipality returns an Item of Equipment to the manufacturer which was not delivered in good working order and substitute, replacement or additional Equipment is not procured in a timely manner such that an Acceptance Certificate and requisition of the Municipality are not submitted to the Authority for approval and forwarded to the Trustee for full payment on or before eighteen (18) months after the date of original issuance of the Series 2024 Bonds and in accordance with the time periods and percentages specified in Section 2.3(a) hereof such that the Series 2024 Bonds are not deemed to have been "spent" in accordance with the Code, the Municipality shall pay to the Authority as Additional Rent the cost and expense of the performance of an arbitrage rebate calculation. The Municipality shall also be required to pay arbitrage rebate moneys to the Authority in the event the Municipality's failure to "spend" Bond proceeds attributable to the Municipality requires the Authority to rebate money to the Internal Revenue Service. This obligation of the Municipality to pay to the Authority the cost and expense of the performance of an arbitrage rebate calculation and arbitrage rebate moneys shall survive the expiration of the Lease Term and the final maturity of the Series 2024 Bonds.

(d) In the event more than one Municipality fails to comply with the provisions of subsections (a) and (c) hereof regarding the eighteen-month rebate exception under the Code and the Series 2024 Bonds are subject to arbitrage rebate, all amounts to be rebated to the Internal Revenue Service by the Authority which are required hereunder to be paid by the Municipalities to the Authority as Additional Rent shall be allocated in accordance with the pro rata basis set forth in Exhibit A hereto among all such Municipalities. This obligation of each Municipality to pay to the Authority arbitrage rebate moneys and the cost and expense of the performance of an arbitrage rebate calculation shall survive the expiration of the Lease Term for all Equipment and the final maturity of the Series 2024 Bonds.

(e) Upon delivery of the Equipment to the Municipality, the Authority shall hold title thereto during the Lease Term. At the time the Municipality delivers the Acceptance Certificate and the requisition for payment to the Authority for approval, it shall also provide to the Authority all documents and certificates evidencing title to such Item of Equipment, which title shall be in the name of the Authority during the Lease Term pursuant to Section 6.1 hereof. By execution hereof, the Municipality acknowledges that title to such Items of Equipment shall be held by the Authority. The Municipality shall, except if the Municipality is the County, if permitted by the State Motor Vehicle Commission, obtain municipal plates placed on any Items of Equipment which are vehicles. The Authority and the Municipality shall cooperate in obtaining municipal license plates for such vehicles. In the event the State Motor Vehicle Commission requires vehicles to have County license plates, the Municipality shall immediately cause an insignia or decal of the Municipality to be affixed to each such motor vehicle for the purposes of identifying the motor vehicle as a municipal vehicle, unless such vehicle shall be used by the Municipality for an undercover purpose. In such event an insignia or decal shall not be required and a "County" license plate shall not be required.

Section 2.4 Issuance of Series 2024 Bonds. (a) To provide funds for payment of the Cost of the Equipment, the Authority will use its best efforts to sell, issue and deliver the Series 2024 Bonds. The proceeds of the Series 2024 Bonds shall be applied as provided for in the Bond Resolution.

(b) The Municipality shall cooperate with the Authority in furnishing to the Authority, the County and the Trustee all documents required to effectuate the transaction contemplated herein, including the execution and delivery of certificates, resolutions, opinions and disclosure materials necessary in connection therewith.

(c) In the event moneys in the Municipal Account in the Acquisition and Improvement Fund allocated to each Item of Equipment are not sufficient to purchase such Item of Equipment, the Municipality shall so notify the Authority and the Trustee and the Municipality shall be obligated to pay the balance of the purchase price of such Item of Equipment out of funds of the Municipality legally available therefor. In the event the Municipality acquires an Item of Equipment with a purchase price greater than the moneys allocated to such Item of Equipment as indicated by Exhibit A or Exhibit F, if applicable, hereto, the Municipality shall pay the balance of such moneys to the Trustee for deposit in the Municipal Account in the Acquisition and Improvement Fund and the

Trustee shall be directed by the Authority to pay the Cost of Equipment in accordance with the provisions of Section 2.5(b) hereof. In such event, the Municipality shall not be entitled to any reimbursement from the Authority or the County as a result of such payment.

(d) In the event the Municipality pays to the Trustee sums needed to fund the balance of the Cost of the Equipment in accordance with the provisions of Section 2.4(c) hereof, the Municipality shall complete Exhibit G hereto to reflect (i) the amount of moneys being withdrawn from the Municipal Account in the Acquisition and Improvement Fund to pay the Cost of the Equipment, (ii) the amount of money forwarded to the Trustee on behalf of the Authority for deposit in the Municipal Account in the Acquisition and Improvement Fund by the Municipality to make up the deficiency in such Cost of the Equipment, (iii) the total purchase price of the Equipment, and (iv) such other information required to be completed on such Exhibit G, which certificate shall be completed by the Municipality and delivered and filed with the Authority and Trustee.

Section 2.5 Application of Bond Proceeds. (a) Upon original issuance of the Series 2024 Bonds, Series 2024 Bond proceeds shall be applied as follows: to the Trustee (i) an amount equal to the accrued interest on the Series 2024 Bonds, if any, for deposit in each Municipal Account in the Debt Service Fund; (ii) the amount representing costs of issuance on the Series 2024 Bonds, including the Initial Authority Financing Fee, for deposit in the Operating Fund and paid in accordance with Section 505(3) of the Bond Resolution; and (iii) the remaining Series 2024 Bond proceeds shall be allocated to each Municipality and deposited into the respective Municipal Account in the Acquisition and Improvement Fund and paid in accordance with Section 503 of the Bond Resolution.

(b) Except as provided in subsection (h) of this Section 2.5, the Authority has in the Bond Resolution authorized and directed the Trustee to make payments from the Municipal Account in the Acquisition and Improvement Fund to pay the Cost of the Equipment upon receipt by the Authority and the Trustee of an Acceptance Certificate and a requisition in the form set forth in Exhibit D hereto and incorporated by this reference herein signed by an Authorized Municipal Representative and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld), which requisition shall certify with respect to each payment to be made: (1) the requisition number, (2) the name and address of the Person to whom payment is due or has been made, (3) the amount to be paid, (4) the Item(s) of Equipment to which the requisition relates and (5) that each obligation, item of cost or expense mentioned therein has been properly incurred, is a Cost and is a proper charge against the Municipal Account in the Acquisition and Improvement Fund and has not been the subject of any previous withdrawal. In accordance with the provisions of the Bond Resolution, the Trustee will provide the Municipality with quarterly statements showing the balance of moneys remaining in the Municipal Account in the Acquisition and Improvement Fund.

(c) In connection with the approval of requisitions by the Authority, nothing herein contained shall prevent the Municipality, acting on behalf of and as agent for the Authority in connection with the acquisition and installation of the Equipment, from

making all final determinations in connection with the interpretation and performance of any contracts for the acquisition and installation of the Equipment.

(d) The Authority agrees to cooperate with the Municipality in furnishing to the Trustee any documents required to effect payments out of the Municipal Account in the Acquisition and Improvement Fund in accordance with this Section 2.5 and Section 2.4(d) hereof. Such payment obligation of the Authority is subject to any provisions of the Bond Resolution requiring additional documentation with respect to such payments and shall not extend beyond the moneys in the Municipal Account in the Acquisition and Improvement Fund available for payment under the terms of the Bond Resolution.

(e) The completion of the acquisition and installation of all Items of Equipment shall be evidenced by an Acceptance Certificate for each Item of Equipment executed by an Authorized Municipal Representative substantially in the form set forth in Exhibit B, and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld), which shall be filed with the Trustee, certifying, inter alia, (1) that the acquisition and installation of all Items of Equipment have been completed substantially in accordance with specifications applicable thereto and that such Equipment is ready for use, (2) the date of such completion, and (3) the purchase price of such Item of Equipment.

(f) Pursuant to Section 503(4) and (5) of the Bond Resolution, after the delivery and filing of such Acceptance Certificate(s) and requisitions by the Municipality to the Authority and Trustee, and to the extent Bond proceeds remain in the Municipal Account in the Acquisition and Improvement Fund, and upon delivery to the Trustee of written instructions of an Authorized Authority Representative, an amount equal to the Municipality's pro rata share of Authority Administrative Expenses for the Bond Year shall be transferred by the Trustee to the Operating Fund. The balance of any Series 2024 Bond proceeds remaining in the Municipal Account in the Acquisition and Improvement Fund, after application of such moneys in accordance with the preceding sentence, shall be transferred to the Debt Service Fund for deposit in the Municipal Account or the Proceeds Fund for deposit in the Municipal Account and shall be applied by the Trustee as a credit toward the Municipality's Basic Rent obligation on the next succeeding Lease Payment Date or applied to the payment of the Rebate Requirement (as defined in Section 509 of the Bond Resolution) in accordance with Section 503(7) and (8) thereof.

(g) All interest earned or any gain realized on any moneys or investments in the Municipal Accounts in the Acquisition and Improvement Fund, the Debt Service Fund or the Proceeds Fund shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, be transferred by the Trustee or remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution.

(h) Nothing herein shall be construed to prevent the Trustee from making advance, partial or progress payments from the Municipal Account in the

Acquisition and Improvement Fund for application to the Cost of the Equipment in the event a Municipality is acquiring Equipment under State contract or other contract requiring partial or progress payments. In such event, no Certificate of Acceptance will be required to be submitted by the Municipality to the Authority and Trustee to requisition such partial payments until the last payment is due and owing. Notwithstanding the above, the Municipality shall complete the requisition for advance, partial or progress payments attached as Exhibit C hereto and incorporated by reference herein to requisition moneys for such partial payment, which certificate shall be delivered to the Authority and filed with the Trustee. The Municipality shall also provide evidence satisfactory to the Authority and Trustee of compliance with the requirements of Section 5.8 hereof. The final requisition for a partial payment by a Municipality shall be accompanied by an Acceptance Certificate pursuant to Section 2.5(e) hereof.

Section 2.6 Municipality's Liability. As between the Authority and the Municipality, the Municipality assumes liability for all risks of loss during the acquisition, delivery, installation and use of each Item of Equipment. The Municipality shall maintain, or shall demonstrate, to the satisfaction of the Authority, that adequate insurance or self-insurance is provided with respect to each Item of Equipment, or require each manufacturer or supplier of each Item of Equipment to maintain, in force during the entire acquisition, delivery and installation period of each Item of Equipment, property damage insurance in an amount not less than the full value of all work done and materials and equipment provided or delivered by each such manufacturer or supplier, comprehensive liability insurance, worker's compensation insurance and other insurance required by law or customarily maintained with respect to like equipment. The existence of such insurance coverage shall be evidenced at the time the Item of Equipment is ordered by the Municipality. Any damages or other moneys from any manufacturer or supplier of equipment or its surety paid to the Municipality pursuant to this Section 2.6 shall be paid to the Trustee for deposit in the Municipal Account in the Acquisition and Improvement Fund (in accordance with written instructions) to the extent necessary to complete the acquisition of such Item of Equipment. Upon the delivery of a certificate of an Authorized Municipal Representative to the Trustee, moneys from any manufacturer, supplier or surety not necessary to complete the acquisition of such Item of Equipment shall be transferred by the Trustee to the Municipal Account in the Proceeds Fund and applied as a credit toward the Municipality's Basic Rent obligations on the next succeeding Lease Payment Date in accordance with Sections 503(6) and 507(4) of the Bond Resolution.

Section 2.7 Possession and Enjoyment. From and after the installation and acceptance by the Municipality of each Item of Equipment in accordance with the terms of this Lease, during the Lease Term of such Item of Equipment, the Municipality shall have the quiet use and enjoyment of such Item of Equipment, and the Municipality shall during such Lease Term peaceably and quietly have and hold and enjoy such Item of Equipment, without suit, trouble or hindrance from the Authority, except as expressly set forth in this Lease. The Authority will, at the request of the Municipality and at the Municipality's cost, join in any legal action in which the Municipality asserts its right to such possession and enjoyment to the extent the Authority lawfully may do so.

Section 2.8 Authority Access to Equipment. The Municipality agrees that the Authority shall have the right, but not the obligation, during the Municipality's normal working hours on the Municipality's normal working days to examine and inspect each Item of Equipment for the purpose of assuring that such Item of Equipment is being properly maintained, preserved, and kept in good repair, working order and condition, except in the event of emergency (which shall be determined by the Authority), when such examination and inspection can be made by the Authority at any time. The Municipality further agrees that the Authority shall have such rights of access to each Item of Equipment as may be reasonably necessary to cause the proper maintenance of such Item of Equipment in the event of failure by the Municipality to perform its obligations hereunder. The Authority, however, shall not be obligated to cause the proper maintenance of each Item of Equipment in the event the Municipality fails to do so. If the Authority obtains any confidential information as a result of its access to any Item of Equipment, the Authority hereby agrees not to disclose such information to any Person unless compelled or required to do so by law.

Section 2.9 Disclaimer of Warranties. THE AUTHORITY, BY DELIVERY OF THIS LEASE, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY ITEM OF EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. The Municipality represents that the Authority has not participated in the drafting of specifications, the selection of a manufacturer or supplier or the award of the bid for any Item of Equipment purchased by the Municipality. In no event shall the Authority be liable for any damages, incidental, indirect, special, consequential or otherwise, in connection with or arising out of this Lease or the existence, furnishing, maintenance, functioning or the Municipality's use of any Item of Equipment or products or services provided for in this Lease.

Section 2.10 Manufacturers' Warranties. So long as the Municipality shall not be in default hereunder, the Authority hereby appoints the Municipality as its agent and attorney-in-fact during the Lease Term for each Item of Equipment, to assert from time to time whatever claims and rights, including warranties of such Item of Equipment, which the Authority may have against the manufacturer or supplier of such Item of Equipment. **The Municipality's sole remedy for the breach of such warranty, indemnification or representation shall be against the manufacturer or supplier of such Item of Equipment and not against the Authority, nor shall such matter have any effect whatsoever on the rights of the Authority with respect to this Lease, including the right to receive full and timely Lease Payments hereunder.** The Municipality expressly acknowledges that the Authority does not make, nor has it ever made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer or supplier of any Item of Equipment.

ARTICLE III

RENTALS AND OTHER PAYMENTS

Section 3.1 Payment of Rentals. By execution hereof, the Municipality agrees to repay to the Authority the Cost of all Items of Equipment acquired by the Authority with the proceeds of the Series 2024 Bonds and Additional Rent in connection therewith as follows: (a) The Municipality shall pay to the Trustee at the address shown on Exhibit H hereto and incorporated by this reference herein, or at such other address as the Municipality may from time to time be notified in accordance with Section 9.7 hereof, as Basic Rent for the Equipment, on each Lease Payment Date, an amount in accordance with the schedule of Basic Rent payments described in Exhibit A as modified by any Substitution Certificate annexed hereto as Exhibit F delivered by the Municipality pursuant to Section 8.1(b) hereof, which, together with other moneys and interest and investment earnings available therefor, if any, in the Municipal Account in the Debt Service Fund and the Municipal Account in the Proceeds Fund pursuant to the provisions of this Lease and the Bond Resolution, will equal the Municipality's Basic Rent obligation which is to be applied to the payment of Debt Service due on the Series 2024 Bonds on the next succeeding Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the above, in the event the Municipality shall fail to make Basic Rent payments in accordance herewith, the Authority shall have the option of requiring the Municipality to make Basic Rent payments on a monthly or quarterly basis.

(b) The Municipality shall pay to the Trustee, as the same shall become due and payable at any time during the Lease Term, on any Lease Payment Date or thirty (30) days after written demand by the Trustee, such sums as represent Additional Rent, including Authority Administrative Expenses and County Guaranty Costs as shall have been submitted by the Authority and the County to the Trustee and to an Authorized Municipal Representative as contained in a certificate executed by an Authorized Authority Representative or Authorized County Representative, as applicable.

(c) Attached hereto as Exhibit A is a Basic Rent payment schedule for the Items of Equipment to be purchased by the Municipality on behalf of the Authority. The Authority shall deliver to the Municipality and the Trustee a certificate from time to time as necessary which reflects credits, if any, to be applied toward the Basic Rent obligation of the Municipality in accordance with the provisions hereof and the Bond Resolution. In accordance with the Bond Resolution, the Municipality shall be notified annually in writing by the Trustee of the amounts arising from investment earnings, if any, but such amounts shall not be applied as a credit against Basic Rent payment obligations of the Municipality and shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, be transferred by the Trustee or remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution. In the event a dispute arises between the Authority and the Municipality with respect to the amount of Basic Rent due and owing by the Municipality, or the credits to be applied toward the Municipality's Basic

Rent obligation, such dispute shall be resolved by the Authority. The Trustee shall have no obligation with respect thereto, except that the Trustee will cooperate in providing account statements and information with respect thereto. **Notwithstanding any credits which may accrue to the Municipality during the Lease Term, the Municipality is obligated to pay all amounts which constitute Basic Rent and Additional Rent which are due under this Lease as set forth in Exhibit A hereto.**

(d) Any Rentals pursuant to this Section 3.1 which are not paid by the Municipality on or before the due date thereof shall, from and after said due date, bear interest (to the extent permitted by law) at the highest rate per annum borne by any of the Series 2024 Bonds until paid, time being of the absolute essence of this obligation. Any moneys owed by the Municipality pursuant to this paragraph shall constitute Additional Rent and shall be paid to the Trustee.

(e) All Basic Rent and Additional Rent payments by the Municipality shall be made in immediately available funds.

(f) By execution hereof, the Municipality expressly acknowledges the Authority's right to bring an action for immediate injunctive relief or other judicial proceedings to compel compliance and to enforce the Municipality's full and timely payment of Basic Rent and Additional Rent payments hereunder.

Section 3.2 Indemnification of Authority and County. Both during the Lease Term and thereafter, the Municipality shall indemnify and hold the Authority and County harmless against, and the Municipality shall pay any and all, liability, loss, cost, damage, claim, judgment or expense, of any and all kinds or nature and however arising, other than as a result of the gross negligence or willful misconduct of the Authority or the County, their members, officers, agents, professionals, servants or employees, which the Authority or County may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Municipality relating to the Equipment, or the bidding or award thereof by the Municipality, or arising out of the Authority's ownership of the Equipment or the leasing thereof to the Municipality, or arising out of the acquisition, installation, use, operation or maintenance of the Equipment pursuant to this Lease, or arising out of or caused by any untrue or misleading statement of a material fact relating to the Municipality in the Official Statement of the Authority for the Series 2024 Bonds (the "Official Statement") or any omission of any material fact relating to the Municipality in the Official Statement. It is mutually agreed by the Municipality and the Authority that none of the Authority, the County or their respective members, officers, agents, professionals, servants or employees shall be liable in any event for any action performed under this Lease and that the Municipality shall save the Authority and the County harmless from any claim or suit of whatsoever nature arising hereunder except for such claims or suits arising as a result of the Authority's or County's gross negligence or willful misconduct. This provision shall survive the end of the Lease Term and the final maturity of the Series 2024 Bonds.

The Municipality, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Authority or the County, their respective members, officers, agents, professionals, servants or employees relating to the performance of their obligations hereunder; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Lease from its obligation to defend the Municipality, the Authority, the County and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. The Municipality agrees that it shall give the Authority, the Trustee and the County prompt notice, in writing, of the Municipality's actual or constructive knowledge of the filing of each such claim and the institution of each such suit or action.

The Authority, on behalf of itself and the County, as applicable, agrees that it:

- (i) shall give the Authorized Municipal Representative prompt notice in writing upon its actual or constructive knowledge of the filing of each such claim and the institution of each such suit or action;
- (ii) shall not adjust, settle or compromise any such claim, suit or action; and
- (iii) shall permit the Municipality to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action. Notwithstanding the foregoing, the Municipality shall keep the Authority and the County informed as to the progress of any suit, claim or action, and the Municipality shall not reach a final settlement, adjustment or compromise without the Authority's and the County's, as applicable, prior approval, which approval shall not be unreasonably withheld.

Any cost incurred by the Authority for its own attorneys, experts' testimony costs and any and all costs to defend the Authority or any of its directors, officials, members, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Trustee for the benefit of the Authority by the Municipality as an Authority Administrative Expense constituting Additional Rent under Section 3.1(b) hereof and shall be paid to the Authority by the Trustee in accordance with the provisions outlined in Section 505(3) of the Bond Resolution.

Any cost incurred by the County for its own attorneys, experts' testimony costs and any and all costs to defend the County or any of its directors, officials, members, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Trustee for the benefit of the County by the Municipality as County Guaranty Costs constituting Additional Rent under Section 3.1(b) hereof and shall be paid to the County by the Trustee in accordance with the procedures outlined in Section 505(3) of the Bond Resolution and the provisions outlined in Section 6 of the County Guaranty.

Section 3.3 Nature of Obligations of the Municipality. The Municipality shall be obligated to pay all amounts under this Lease which constitute Basic Rent and Additional Rent, including Authority Administrative Expenses and County Guaranty Costs, which amounts shall be sufficient to amortize Debt Service on the Series 2024 Bonds, to pay all costs of administering the program and to fulfill its payment obligations hereunder. **The obligation of the Municipality to pay Rentals and to pay all other amounts provided for in this Lease and to perform its obligations under this Lease shall be absolute and unconditional, and such Rentals and other amounts shall be payable without any rights of set-off, recoupment or counterclaim it might have against the Authority, the Trustee, the County or any other Person and whether or not the Equipment is purchased or is used by the Municipality or available for use by the Municipality.**

The Municipality will not terminate this Lease or be excused from performing its obligations hereunder or be entitled to any abatement of its obligation to pay Rentals or any other amounts hereunder for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Equipment, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Equipment, or the failure of the Authority or the County to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Lease.

Section 3.4 Municipal Lease Payment Obligation. Notwithstanding anything in this Lease to the contrary, the cost and expense of the performance by the Municipality of its obligations under this Lease and the incurrence of any liabilities of the Municipality under this Lease, including, without limitation, the obligation for the payment of all Basic Rent and Additional Rent and all other amounts required to be paid by the Municipality under this Lease, and the reimbursement of the County for County Guaranty Costs, is a direct and general obligation for which the full faith and credit of the Municipality is hereby pledged, which obligation is not subject to municipal appropriation and, unless the Rentals and such other amounts required to be paid by the Municipality under this Lease are paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes on all taxable property within the jurisdiction of the Municipality without limitation as to rate or amount.

Section 3.5 Municipal Prepayment in the Event of Optional Redemption. In addition to the option of the Municipality under Section 8.2 hereof to purchase each Item of Equipment at the end of the Lease Term, in the event of the exercise of an optional redemption of the Series 2024 Bonds by the Authority, the Municipality shall be obligated to make prepayments in whole or in part of such payments due as aforesaid of Basic Rent, together with interest accrued and to accrue and, as applicable, redemption premium, if any, to be paid on the applicable Series 2024 Bonds. The Trustee shall apply such prepayments in such manner consistent with the Authority's directives and with the provisions of the Bond Resolution.

Any such whole or partial prepayment of Basic Rent by the Municipality shall be applied by the Trustee to the redemption of the Series 2024 Bonds and the Municipality shall be entitled to a credit for the principal amount of Series 2024 Bonds redeemed against the amount or amounts due under the provisions of Section 3.1(a) hereof to the extent such principal amount of Series 2024 Bonds is similarly credited pursuant to the Bond Resolution against Basic Rent required to be made by the Municipality and deposited in the Municipal Account in the Debt Service Fund.

Section 3.6 Nature of Obligations of the Authority. The cost and expense of the performance by the Authority of any of its obligations under this Lease shall be limited to the availability of the proceeds of Series 2024 Bonds of the Authority issued for such purposes or from other funds received by the Authority under this Lease and available for such purposes.

Section 3.7 Assignment of Rental Payments by Authority. It is understood that all of the Authority's rights to receive Rentals under this Lease (except its right to payments pursuant to Section 3.2 hereof) are to be assigned by the Authority to the Trustee pursuant to the Bond Resolution for the benefit of the Bondholders.

The Municipality agrees to pay to the Trustee at its principal institutional trust office all Rentals payable by the Municipality to the Authority pursuant to this Lease (except payments made directly to the Authority pursuant to Section 3.2 hereof). Except as provided in this Section 3.7 and the Bond Resolution, the Authority shall not assign this Lease or any payments under this Lease. Except as provided in Sections 2.3, 3.7, 7.2 or 8.1 of this Lease, the Authority shall not sell, assign or otherwise encumber its interest in the Equipment.

ARTICLE IV

LEASE TERM; RENEWAL

Section 4.1 Lease Term for Item(s) of Equipment. The Lease Term for all Items of Equipment shall terminate when the Series 2024 Bonds are no longer Outstanding and when the Municipality shall have paid to the Authority, County and Trustee all amounts due and owing pursuant to the provisions of this Lease. Except as set forth above, the Lease Term for all Items of Equipment will not terminate for any reason, including all events specified in Sections 7.1 and 7.2 hereof.

Notwithstanding the above, in the event a Municipality fails to comply with the provisions of this Lease, the Authority, County and Trustee may pursue remedies in accordance with Article VII hereof.

Section 4.2 Effect of Noncompliance with Lease Provisions. (a) Upon the occurrence of an event referred to in Section 7.1 hereof, the Municipality shall return to the Authority each such Item of Equipment for which the Municipality is in default, or the Authority may, at its option and in its discretion, determine which Item of Equipment shall be returned to the Authority for sale in accordance with the provisions hereof and the Municipality shall continue to be liable for (1) the payment of Applicable Basic Rent with respect to each such Item of Equipment and Additional Rent scheduled to become due on any succeeding Lease Payment Date or upon demand, as applicable, (2) the payment of any general, special, incidental, consequential or other damages resulting from such event of default and (3) any other loss suffered by the Authority and the County as a result of the Municipality's failure to take such actions as required.

(b) If the Municipality shall be required to return any Item of Equipment in the possession of the Municipality to the Authority prior to the payment of all Basic Rent and Additional Rent pursuant to the provisions hereof, the Municipality shall return the applicable Item of Equipment to the Authority at the location specified by the Authority, at the Municipality's expense, in the condition, repair, appearance and working order that the Municipality is required to maintain such Item of Equipment under this Lease, within ten (10) days of such request in accordance with the instructions of the Authority. Upon the Authority's receipt of such Item of Equipment, the Authority may sell the same in such manner as it deems appropriate, and the Municipality shall have no further rights whatsoever with respect thereto or claims against the Authority with respect to the sale thereof.

(c) Moneys from such sale (net of expenses incurred by the Authority in the sale thereof) shall be paid over to the Trustee and deposited in the Municipal Account in the Proceeds Fund and applied by the Trustee in the following order of priority in accordance with the written direction of the Authority: first, to be applied as a credit toward the payment of the Municipality's Basic Rent obligations hereunder due on the next succeeding Lease Payment Date pursuant to Section 507 of the Bond Resolution and second, to reimburse the County for County Guaranty Costs in accordance with Section 709 of the Bond Resolution.

(d) Amounts remaining in the Municipal Account in the Proceeds Fund from the sale of Equipment after the application of moneys therein pursuant to Section 4.2(c) hereof and Section 507 of the Bond Resolution shall be applied, at the direction of the Authority, as a credit toward any other Additional Rent payments of the Municipality due and owing prior to the final Debt Service payment of the Series 2024 Bonds attributable to such Municipality.

(e) In the event there are any moneys remaining in the Municipal Account in the Proceeds Fund from the sale of such Equipment after application of such moneys by the Trustee in accordance with subsections (b), (c) and (d) hereof and upon the final maturity of the Series 2024 Bonds, such moneys shall be paid to the Municipality, upon receipt by the Trustee of a written directive of the Authority with respect thereto.

ARTICLE V

COVENANTS OF MUNICIPALITY

Section 5.1 Maintenance of Equipment by Municipality. The Municipality agrees that at all times during each Lease Term for each Item of Equipment, the Municipality will, at the Municipality's own cost and expense, maintain, preserve and keep such Item of Equipment in good repair, working order and condition, and that the Municipality will make or cause to be made all necessary and proper repairs, replacements and renewals thereto. The Authority and the County shall have no responsibility in any of these matters, or for the making of improvements or additions to such Item of Equipment.

Section 5.2 Taxes, Other Governmental Charges and Utility Charges. In the event the ownership, leasing, use, possession or acquisition of any Item of Equipment is found to be subject to taxation in any form, the Municipality will pay during the related Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to any Item of Equipment and any equipment or other property acquired by the Municipality as permitted under this Lease in substitution for, as a renewal or replacement of, or a modification, improvement or addition to, any Item of Equipment, as well as all utility and other charges incurred in the operation, maintenance, use, preservation, occupancy and upkeep of any Item of Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Municipality shall be obligated to pay only such installments as have accrued during the time the related Lease Term is in effect.

Section 5.3 Provisions Regarding Insurance. At its own expense, the Municipality shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate, to the satisfaction of the Authority, that adequate self-insurance is provided with respect to each Item of Equipment, sufficient in each case to replace such Item of Equipment and to protect the Authority from liability under all circumstances. The Municipality shall provide evidence of such insurance to the Authority and Trustee at the time its Acceptance Certificate is delivered to the Authority and Trustee upon the delivery of each Item of Equipment. The Municipality agrees to maintain and the Authority agrees to accept evidence of blanket insurance coverage which applies to all lease purchase agreements. The Municipality will provide a copy of a blanket insurance policy or policies to the Authority as evidence of such coverage upon acceptance of the Equipment as provided in Section 2.3(c) hereof. All insurance policies shall provide that the Authority and the Trustee shall be provided with notice of renewal, cancellation or material changes to such policy thirty (30) days prior thereto. If the Municipality maintains a program of self-insurance for similar properties, the Municipality may insure each Item of Equipment in its self-insurance program and shall provide an adequate insurance fund to pay losses. Notwithstanding the above, if the Municipality elects to self-insure Equipment acquired hereunder, in the event the Equipment is damaged or destroyed the Municipality shall immediately pay over to the

Authority all moneys for such damage or loss for deposit with the Trustee to be applied in accordance with Section 5.4 hereof.

Any insurance policy maintained pursuant to this Section 5.3 shall be so written or endorsed as to make losses, if any, payable to the Municipality, the Authority, the Trustee and the County as their respective interests may appear. The Proceeds of the insurance required in this Section 5.3 shall be applied as provided in Section 5.4 and Section 5.5 hereof.

Section 5.4 Damage, Destruction or Condemnation. If any Item of Equipment is destroyed or is damaged by fire or other casualty, or title to, or the temporary use of, such Item of Equipment shall be taken under the exercise of the power of eminent domain, the Municipality shall, as long as the Municipality is not in default under the provisions of this Lease, within sixty (60) days after such damage, destruction or condemnation elect one of the following two options by written notice of such election to the Authority and the Trustee:

(a) Option A - Repair, Restoration or Replacement. The Municipality, the Authority and the Trustee will cause the Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration or replacement (in which case such replacement of any Item of Equipment shall become subject to the provisions of this Lease as fully as if it were the originally leased Item of Equipment) of such Item of Equipment. Any Proceeds received by the Authority shall be deposited in the Municipal Account in the Acquisition and Improvement Fund and shall be applied by the Trustee to complete the payment of the cost of such repair, restoration or replacement, in the same manner and upon the same conditions as set forth in the Bond Resolution for the payment of the Cost of the Equipment from the Municipal Account in the Acquisition and Improvement Fund. In accordance with a certificate of an Authorized Municipal Representative delivered to the Trustee, any balance of the Proceeds remaining after the repair, restoration or replacement of such Equipment shall be transferred by the Trustee to the Municipal Account in the Debt Service Fund and shall be applied by the Trustee as a credit toward the Basic Rent obligations of the Municipality on any Lease Payment Date in accordance with Section 503(7) and (8) of the Bond Resolution. Notwithstanding the above, the Municipality shall continue to pay Basic Rent and Additional Rent on all Items of Equipment.

(b) Option B - Deposit to Proceeds Fund. The Municipality, the Trustee and the Authority will cause the Proceeds of any insurance claim or condemnation award to be deposited in the Municipal Account in the Proceeds Fund and the Trustee shall apply such Proceeds as a credit toward the Basic Rent obligations of the Municipality in accordance with the provisions of Section 507(1) and (2) of the Bond Resolution. The Municipality shall continue to pay Basic Rent and Additional Rent on all Items of Equipment.

(c) All interest earned or any gain realized on any moneys or investments in the Municipal Account in the Proceeds Fund shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share

of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution.

In the event the Municipality is in default under the provisions of this Lease, the Authority, upon written direction of an Authorized Authority Representative to the Trustee, shall elect Option A or Option B in accordance with the provisions of this Section 5.4.

Section 5.5 Insufficiency of Proceeds. If the Municipality elects to repair, restore or replace any Item of Equipment under the terms of Section 5.4(a) hereof and the Proceeds therefor are insufficient to pay in full the cost of such repair, restoration or replacement, the Municipality shall complete the work and pay any Cost in excess of the amount of the Proceeds, and the Municipality agrees that, if by reason of any such insufficiency of the Proceeds, the Municipality shall make any payments pursuant to the provisions of this Section 5.5, the Municipality shall not be entitled to any reimbursement therefor from the Authority nor shall the Municipality be entitled to any diminution or offset of the amounts payable under this Lease.

Section 5.6 Advances. In the event the Municipality shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep any Item of Equipment in good repair and operating condition, the Authority may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same, or make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Authority shall become immediately due and payable as Additional Rent, which amounts, together with interest at the highest rate permitted by law until paid, the Municipality agrees to pay to the Authority.

Section 5.7 Financial Reports. The Municipality covenants to provide annually to the Authority, the County and the Trustee in a reasonable time, but in no event more than thirty (30) days after the same have been received by the Municipality (i) current financial statements and budgets for the ensuing Fiscal Year and (ii) such other financial information relating to the ability of the Municipality to continue to meet its obligations under this Lease as may be reasonably requested by the Authority and the County.

Section 5.8 Performance Bonds and Other Guaranty. In the event an advance, partial or progress payment is to be made with respect to any Item of Equipment pursuant to Section 2.5(h) hereof, the Municipality shall cause the vendor, contractor or subcontractor qualified to do business in the State for such Item of Equipment to provide a performance bond or bonds, a letter of credit or any other form of financial guaranty covering with respect to such Item of Equipment (1) performance of the contract and (2) payment for labor and materials.

Any performance bond or bonds, letter of credit or other form of financial guaranty shall be executed by a responsible surety company qualified to do business in the State and shall in each case be in an amount not less than one hundred percent (100%) of the contract price. Any performance bond, letter of credit or other form of financial guaranty provided pursuant to this Section 5.8 shall be made payable to the Municipality and the Authority as their respective interests may appear. The Proceeds from any performance bond provided pursuant to this Section 5.8 shall be paid over to the Trustee for deposit into the Municipal Account in the Proceeds Fund and applied as a credit toward the Basic Rent obligations of the Municipality hereunder in accordance with the provisions of Section 507(1) and (2) of the Bond Resolution.

Section 5.9 Net Lease. This Lease shall be deemed and construed to be a "net lease", and the Municipality shall pay absolutely net during the Lease Term the Rentals and all other payments required under this Lease, free of all deductions, without abatement, diminution and set-off, except as otherwise specifically provided for hereunder.

Section 5.10 Compliance with Laws. The parties to this Lease agree to comply with all laws of the State applicable to the performance of this Lease.

Section 5.11 Covenant Not To Affect the Tax Exempt Status of the Series 2024 Bonds. (1) The Municipality covenants and agrees that it shall not take any action or omit to take any action which would result in the loss of the exclusion of the interest on any Series 2024 Bonds from gross income for purposes of Federal income taxation as that status is governed by section 103(a) of the Code but only to the extent that the Authority intended at the time of the original issuance of such Series 2024 Bonds that the interest thereon be so excludable from gross income for purposes of Federal income taxation.

(2) Unless the Municipality receives the prior written approval of the Authority, the Municipality shall neither (A) permit any of either (i) the proceeds (such term to have the same meaning as when used in section 141(b) of the Code) of the Series 2024 Bonds paid to the Municipality for the Equipment or (ii) the Equipment financed (or refinanced) with the proceeds of the Series 2024 Bonds paid to the Municipality, to be used (directly or indirectly) in any manner that would constitute "private business use" within the meaning of section 141(b)(6) of the Code, nor (B) use (directly or indirectly) any of the proceeds of the Series 2024 Bonds paid to the Municipality, to make or finance loans to persons other than governmental units (as such term is used in section 141(c) of the Code). The Municipality will comply with all covenants set forth in the tax certificate delivered by the Municipality in connection with the issuance of the Series 2024 Bonds. All of the covenants and representations contained in such tax certificate are incorporated by reference herein.

(3) Neither the Municipality nor any of its officers or members shall issue bonds for the purpose of payment of the Municipality's Rentals for the Equipment.

(4) The County shall have no obligation under the County Guaranty to pay to the Authority on behalf of the Municipality any moneys that may be due and owing to the Authority by the Municipality by reason of the Municipality's failure to comply with the provisions set forth in this Section 5.11 and Section 2.3 hereof.

(5) The Municipality agrees that neither the Municipality nor any "related party" within the meaning of Section 150 of the Code) shall purchase bonds of an issue financing the program of the Authority, including the Series 2024 Bonds, pursuant to an arrangement, formal or informal, in an amount related to the amount of obligations acquired by the Authority under the program from such Persons.

Section 5.12 Representations and Warranties of Municipality. The Municipality represents and warrants as follows:

(a) It is a public body corporate and politic duly organized and existing under the laws of the State and is authorized and empowered to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, it has duly authorized the execution and delivery of this Lease.

(b) The execution and delivery of this Lease, and the compliance with the provisions hereof, will not conflict with or constitute on the part of the Municipality a violation of, breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Municipality is bound, or, to the knowledge of the Municipality, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Municipality or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated hereby have been obtained.

(c) There is no action, suit, proceeding or investigation at law or in equity pending against the Municipality by or before any court or public agency, or, to the best of the knowledge of the Municipality, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or which in any way would adversely affect the validity of this Lease, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(d) No legislation has been enacted which in any way adversely affects the execution and delivery of this Lease by the Municipality, or the creation, organization or existence of the Municipality or the titles to office of any officers thereof, or the power of the Municipality to carry out its obligations under this Lease.

(e) Except as otherwise disclosed in the Official Statement pertaining to the offering and sale of the Series 2024 Bonds, the Municipality is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to

any restriction which may reasonably be expected to have an adverse effect on its properties, assets, operations or conditions, financial or otherwise, or on its ability to carry out its obligations under this Lease.

Section 5.13 Municipal Notice: Appropriation for Lease Payments.

The Municipality shall provide to the Authority, the Chief Financial Officer of the County or his designee and the Trustee on an annual basis as long as the County Guaranty is in effect and any Debt Service payments on the Series 2024 Bonds attributable to the Municipality remain Outstanding, within five (5) Business Days after the adoption of a temporary budget and/or the filing of the annual budget as introduced by the Municipality with the Division of Local Government Services, a certificate of the Chief Financial Officer of the Municipality certifying that the temporary budget and/or the annual budget contains a line item which represents an amount due under this Lease for all Rental Payments due during the Municipality's Fiscal Year. Such certificate shall have attached a copy of the page of the temporary budget and/or the budget on which the line item appears. The Municipality shall also provide to the Trustee, the Authority and the Chief Financial Officer of the County or his designee, within five (5) Business Days thereof, notice of any revisions to such line item or the transfer of any moneys out of such line item. In the event such certificate described in the first sentence of this Section 5.13 is not received by the Trustee within sixty (60) days following the beginning of the Municipality's Fiscal Year or the Trustee otherwise has actual knowledge that the Municipality has revised its budget or transferred money out of a line item, the Trustee shall notify the Authority and the Chief Financial Officer of the County or his designee of such event(s) and the Authority and the County may take immediate action to cause all Rental Payments to be timely paid by the Municipality. For the purposes of this provision, the Trustee shall be deemed to have actual knowledge only if an officer of the institutional trust department of the Trustee has actual knowledge thereof.

By execution hereof, the Municipality expressly acknowledges the County's right to bring an action for immediate *ex parte* injunctive relief or other judicial proceeding to compel the Municipality to provide an appropriation for Lease Payments due under this Lease.

The Municipality shall also notify the Trustee, the Authority and the County of any change in the Fiscal Year of the Municipality within ten (10) Business Days of the adoption of the authorization therefor by the governing body of the Municipality.

Section 5.14 Third Party Beneficiaries. The Municipality and Authority by the execution hereof acknowledge that the covenants, representations and warranties set forth herein are for the benefit of the Trustee and the County.

Section 5.15 Secondary Market Disclosure. If, as determined by the Authority in its sole discretion, the Municipality is an Obligated Person as such term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Rule"), the Municipality covenants and agrees that as an Obligated Person pursuant to the Rule that it will execute, deliver, comply with and carry out the provisions of a Continuing Disclosure Agreement with the

Authority (the "Continuing Disclosure Agreement"), which will set forth the obligation of the Municipality to file budgetary, financial and operating data on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule. Notwithstanding any other provision of this Lease, the failure of the Municipality to comply with the provisions of the Continuing Disclosure Agreement shall not constitute an event of default pursuant to Article VII hereof and the Beneficial Owner of the Series 2024 Bonds (as defined in the Continuing Disclosure Agreement) may take such actions as set forth in the Continuing Disclosure Agreement as may be necessary and appropriate to cause the Municipality to comply with its obligations set forth under this Section 5.15 and in the Continuing Disclosure Agreement.

ARTICLE VI

TITLE

Section 6.1 Title To Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the name of the Authority.

Section 6.2 Liens. During the Lease Term of each Item of Equipment, the Municipality shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to such Item of Equipment, and the respective rights of the Authority and the Municipality as herein provided. The Municipality shall reimburse the Authority for any expense incurred by the Authority in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 6.3 Personal Property. Each Item of Equipment is and shall at all times be and remain personal property notwithstanding that such Item of Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any improvement thereon.

Section 6.4 Use of the Equipment. The Municipality will not install, use, operate or maintain any Item of Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. The Municipality shall provide all permits and licenses, if any, necessary for the installation, maintenance, use and operation of each Item of Equipment. In addition, the Municipality agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Item of Equipment) with all laws of the jurisdictions in which its operations involving any Item of Equipment may extend and with all regulations, orders and decrees of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over any Item of Equipment; provided, however, that the Municipality, at its sole cost and expense, may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the interest or rights of the Authority in and to any Items of Equipment or its interest or rights under this Lease, provided the Municipality so notifies the Authority.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. An "event of default" or a "default" shall mean, whenever used in this Lease, any one or more of the following events:

(a) Failure by the Municipality to pay or cause to be paid when due the payments to be paid under Section 3.1(a) hereof;

(b) Failure by the Municipality to pay when due any payment to be made under this Lease (other than payments under Section 3.1(a) hereof) which failure shall continue for a period of thirty (30) days after written notice thereof, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, the County or the Trustee;

(c) Failure by the Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in subsections (a) and (b) of this Section 7.1), which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority or the Trustee, unless the notifying party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the notifying party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the default is remedied; provided that, the failure of the Municipality to comply with the provisions of Section 5.15 hereof or the Continuing Disclosure Agreement shall not constitute an event of default hereunder; or

(d) The filing of a petition by the Municipality under any Federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Lease or thereafter enacted; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Municipality or any of its property or assets shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or if such possession continues for more than thirty (30) days.

The foregoing provisions of subsection (c) of this Section 7.1 are subject to the following limitations: if by reason of acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any department, agency, political subdivision (not including the County or the Municipality) or official of either of them, or any civil or military authority;

insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; blizzards; or other storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery; partial or entire failure of utilities; or any cause or event not reasonably within the control of the Municipality, the Municipality is unable, in whole or in part, to carry out its agreements herein contained, the Municipality shall not be deemed to be in default during the continuance of such inability. The Municipality agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of opposing party or parties when such course is in the judgment of the Municipality unfavorable to the Municipality.

Notwithstanding the above, an Event of Default under this Article VII shall not be construed as an Event of Default under the Bond Resolution.

Section 7.2 Remedies. Whenever any Event of Default referred to in Section 7.1 hereof shall have happened and be continuing, any one or more of the following remedial steps may be taken, provided that, where applicable, written notice of the default has been given to the Municipality by the Authority or by the Trustee and the default has not been cured:

(a) the Authority may take possession of each Item of Equipment to which a default applies without terminating this Lease and sell such Equipment for the account of the Municipality, and shall continue to hold the Municipality liable for the Rental Payments due and owing under this Lease to the Authority and to the County for County Guaranty Costs;

(b) the Authority may accelerate the Rental Payments owed by the Municipality for each Item of Equipment, holding the Municipality liable for all Rent and other amounts due to the Authority under the terms of this Lease, including County Guaranty Costs to the extent the County remains unreimbursed therefor; and

(c) the Authority and the County may take whatever action at law or in equity which may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of the Municipality under this Lease.

Any amounts collected pursuant to actions taken under subsections (a), (b) and (c) of this Section 7.2 shall be applied in accordance with the provisions of the Bond Resolution. If the Bond Resolution has been discharged and the County fully reimbursed for County Guaranty Costs and all costs of the Authority, if any, shall have been paid, any remaining amounts collected pursuant to actions taken under subsection (c) of this Section 7.2 shall be paid to the Municipality by the Trustee.

Section 7.3 Reinstatement. Notwithstanding the provisions of Sections 4.1, 4.2 and 7.2 hereof, if, after the acceleration of the Rental Payments upon the occurrence of an event of default, all arrears of interest on such overdue Rental Payments and the Rental Payments which have become due and payable otherwise than by acceleration, and all other sums payable under this Lease, except Rental Payments due and payable as a result of acceleration, shall have been paid by or for the account of the Municipality or provision satisfactory to the Trustee shall have been made, all other things shall have been performed in respect of which there was a default or provision deemed by the Trustee to be adequate shall be made therefor and there shall have been paid the reasonable fees and expenses, including Additional Rent, Authority Administrative Expenses (including reasonable attorneys' fees paid or incurred) and County Guaranty Costs, where applicable, and such acceleration under this Lease is rescinded, the Trustee shall waive the Municipality's default without further action by the Authority and the Authority and the Trustee shall be restored to their former positions and rights under the Bond Resolution and this Lease. Upon such payment and waiver, this Lease shall be fully reinstated as if it had never been accelerated. No such restoration of the Authority, Municipality and the Trustee shall extend to or affect any subsequent default under the Bond Resolution or impair any right consequent or incidental thereto.

Section 7.4 Payments by County. (a) If an event of default referred to in Section 7.1 (a) hereof shall have happened and be continuing and there remains outstanding Basic Rent payments which have not been paid to the Trustee pursuant to the terms of this Lease (which determination shall be made by the Trustee as at the close of business on any Lease Payment Date), the Trustee, on behalf of the Authority, shall notify the nonpaying Municipality, the Authority and the Chief Financial Officer of the County or his designee, in writing not later than 3:00 p.m. on the second Business Day after such Lease Payment Date, of the failure of the Municipality to pay its Basic Rent on the Lease Payment Date, which notice shall state the amount of any such deficiency as at the close of business on the Lease Payment Date, the identity of the defaulting Municipality, the date by which the deficiency must be cured by the Municipality (which date shall not be later than thirty (30) days before the next ensuing Interest Payment Date and Principal Installment Date, as applicable). If the nonpayment of the Municipality is not cured thirty (30) days prior to the applicable Interest Payment Date and Principal Installment Date in accordance with the provisions of such notice, the Trustee shall so notify the County in writing and the County shall pay to the Trustee not later than two (2) Business Days prior to such Interest Payment Date and Principal Installment Date, as applicable, any and all amounts in immediately available funds required to pay Debt Service on the Series 2024 Bonds allocable to such Municipality for such Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the above, the Authority and the Trustee shall undertake all diligent efforts to pursue the Municipality and cause it to pay all amounts due and owing to the Authority and the County, as applicable, under this Lease prior or subsequent to an Interest Payment Date and Principal Installment Date.

(b) The County shall take all actions necessary and permitted by law, which actions may include *ex parte* actions, to make payment of an amount equal to the deficiency owed by any nonpaying Municipality, which amount, when added to available

amounts on deposit in such nonpaying Municipality's Municipal Account in the Debt Service Fund, shall be sufficient to pay the principal of and interest on the Series 2024 Bonds due on the next ensuing Interest Payment Date and Principal Installment Date, as applicable.

(c) Any amounts so paid by the County to the Trustee to cure any deficiency in the Debt Service Fund with respect to the nonpaying Municipality pursuant to the County Guaranty shall be reimbursed by the Municipality pursuant to the provisions of the Ordinance authorizing the execution of this Lease and Section 3.4 hereof, including County Guaranty Costs.

(d) The Trustee shall promptly notify the Authority and the County of any delinquent Basic Rent payments received by the Trustee from the Municipality at any time after a Lease Payment Date, but prior to an Interest Payment Date and Principal Installment Date, as applicable, which notice shall be received by the Authority and the County not later than two (2) Business Days after receipt of any such payments.

(e) Notwithstanding the provisions of subsection (a) above, in the event the Municipality forwards a Basic Rent payment to the Trustee subsequent to an Interest Payment Date and Principal Installment Date, as applicable, but before the next succeeding Interest Payment Date and Principal Installment Date, as applicable, and to the extent the County has made a payment with respect thereto and has incurred County Guaranty Costs, then pursuant to Sections 508, 708 and 709 of the Bond Resolution, the County shall be entitled to receive such late Basic Rent payment immediately upon deposit of such moneys in the Municipal Account in the Debt Service Fund and the Trustee shall pay such late Basic Rent payment to the County free and clear of the lien and pledge of the Bond Resolution; provided, however, the County shall have the option of determining whether such late Basic Rent payment shall be applied to the payment of Basic Rent of the Municipality on the next succeeding Interest Payment Date and Principal Installment Date, as applicable. An Authorized County Representative shall direct the Trustee in writing as to the application of such late Lease Payment.

(f) If the Authority has received moneys from whatever source for an Item of Equipment pursuant to Section 7.2 hereof and (i) the County has incurred County Guaranty Costs pursuant to subsection 7.4(a) hereof, which payments have not been reimbursed by the Municipality, and (ii) there are moneys remaining and available in any Fund or Account under the Bond Resolution when all Lease Terms expire and the Series 2024 Bonds are no longer Outstanding, then, pursuant to Section 511 of the Bond Resolution, the Trustee shall pay over to the County all amounts due and owing to the County for County Guaranty Costs to the extent moneys are legally available therefor under the Bond Resolution.

Section 7.5 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority, the County or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or

power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the County or the Trustee to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.6 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII
SALE, ASSIGNMENT, SUBLEASING AND SUBSTITUTION; CONVEYANCE OF
EQUIPMENT TO MUNICIPALITY

Section 8.1 Sale, Assignment, Subleasing or Substitution by Municipality. (a) Excepting any agreement between the County and the Authority for use of Equipment by the Authority which has been purchased on its behalf by the County, neither this Lease nor the interest of the Municipality in any Item of Equipment may be sold, assigned or subleased by the Municipality.

(b) If the Municipality is unable to arrange for the delivery and acceptance of one or more Items of Equipment as contemplated in this Lease, the Municipality, with the prior written consent of the Authority (which consent shall not be unreasonably withheld), may elect to substitute one or more other items of equipment for such Items of Equipment, provided that the Cost thereof shall not exceed the aggregate of the estimated Cost of such Items of Equipment as set forth in Exhibit A or Exhibit F, as applicable, hereto (unless the Municipality pays such extra moneys in accordance with the provisions of Section 2.4(c) hereof) and provided the estimated useful life of the equipment being substituted is equal to or greater than the estimated useful life of the Items of Equipment for which such substitution or addition is being made. The Municipality may arrange for the delivery and acceptance of one or more additional Items of Equipment to the extent that the Cost of such Items of Equipment acquired is less than estimated, upon the written approval of the Authority. In the event of substitution or addition as provided herein, the Municipality and the Authority shall execute appropriate amendments to the Exhibits hereto to reflect such substitution or addition. In addition, the Municipality shall cause a Substitution Certificate substantially in the form set forth in Exhibit F hereto to be executed by an Authorized Municipal Representative, and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld) and which shall be delivered and filed with the Authority and the Trustee, which certificate shall reflect the substitution of the Items of Equipment previously set forth in Exhibit A hereto.

(c) Notwithstanding the above, if the Municipality is not able to (i) deliver an Item of Equipment or make arrangements for its substitution or addition as provided herein and (ii) requisition moneys from the Municipal Account in the Acquisition and Improvement Fund for such Equipment within eighteen (18) months after the date of original issuance of the Series 2024 Bonds in accordance with the time periods and percentages specified in Section 2.3(a) hereof, the proceeds of the Series 2024 Bonds allocated to the Municipality shall be transferred into and applied by the Trustee in accordance with Sections 503(7) and 507(5) of the Bond Resolution. The Municipality shall continue to be liable hereunder for all Basic Rent payments necessary to amortize Debt Service on the Series 2024 Bonds (net of the amount of Series 2024 Bond proceeds allocated to such Municipality so applied) and Additional Rent, including the payment of all costs and expenses associated with the performance of an arbitrage rebate calculation or the payment of arbitrage rebate in accordance with Section 2.3 hereof which shall be paid as Additional Rent hereunder, which liability shall survive the expiration of the Lease Term and the final maturity of the Series 2024 Bonds.

Section 8.2 Option to Purchase Equipment. If the Municipality shall have paid all amounts due and owing under this Lease including Additional Rent and shall have cured any and all defaults under this Lease, the Municipality shall have and may exercise, at the time of the expiration of the Lease Term applicable to any Item of Equipment, the option to purchase such Item of Equipment under the provisions of this Section 8.2 upon payment to the Authority, net of any expenses of sale, of the purchase price therefor. The purchase price payable for each Item of Equipment shall be the sum of One Dollar (\$1.00). The option shall have been deemed to have been exercised by the Municipality if the Municipality shall include in its final Lease Payment the additional sum of \$1.00 for each Item of Equipment. If the Municipality does not want to purchase the Item of Equipment it shall not include the \$1.00 option payment in its final Lease Payment. In such event and upon the surrender of possession of such Item of Equipment to the Authority, the Authority may, or may direct the Municipality to, sell or dispose of each such Item of Equipment not so purchased. The proceeds received by the Authority or paid over to the Authority from the Municipality from such sale shall be paid over to the Trustee and shall be deposited in the Municipal Account in the Proceeds Fund and shall be applied by the Trustee in accordance with Section 507 of the Bond Resolution.

Section 8.3 Date of Settlement. (a) Within thirty (30) days after the payment of the purchase price by the Municipality, the Authority shall contemporaneously convey to the Municipality all of the Authority's right, title and interest in and to such Item of Equipment by such legal instruments required therefor. The Municipality shall bear all costs and expenses in connection with the preparation of the documents of conveyance and the delivery thereof and all fees, assessments, taxes and charges payable in connection with the conveyance of title to such Item of Equipment.

(b) In the event that the Item of Equipment is a motor vehicle that the Municipality determines to purchase by the payment of the additional sum of \$1.00 as set forth in Section 8.2 hereof, the Municipality hereby agrees to (i) authorize the Authority to utilize the power of attorney that was executed at the time of issuance of the Series 2024 Bonds, substantially in the form attached hereto as Exhibit I, in order to permit the Authority to transfer the title of such motor vehicle with the State Motor Vehicle Commission and (ii) reimburse the Authority for all fees and expenses incurred by the Authority in transferring such title.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Surrender of Possession. Except as otherwise expressly provided in this Lease and except in the event of purchase of the Equipment by the Municipality, at the expiration of the Lease Term, the Municipality agrees to surrender possession of each Item of Equipment peacefully and promptly to the Authority in as good condition as at the commencement of the Lease Term, loss by fire or other casualty covered by insurance, condemnation and ordinary wear, tear and obsolescence only excepted. Notwithstanding the above, at the election of the Authority, the Authority shall either sell or dispose of such Item of Equipment or require the Municipality to do so. In any event, the Municipality shall pay the cost of selling or disposing of the same.

Section 9.2 Successors and Assigns. This Lease shall inure to the benefit of the Municipality, the Authority, the County, the Trustee and their respective successors and assigns and shall be binding upon the Municipality and the Authority and their respective successors and assigns.

Section 9.3 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Bond Resolution, subsequent to the issuance of the Series 2024 Bonds and prior to payment or provision for the payment of all Series 2024 Bonds in full and any other obligations incurred by the Authority to pay the Cost of Equipment, including interest, premiums and other charges, if any, thereon, and payment or provision for the payment of Authority Administrative Expenses and County Guaranty Costs, this Lease may not be amended, changed, modified, altered or terminated so as adversely to affect the interests of the holders of the Series 2024 Bonds without the prior written consent of the County and the holders of at least fifty-one percent (51%) in aggregate principal amount of the Series 2024 Bonds then Outstanding; provided, further, that no such amendment, change, modification, alteration or termination will reduce the percentage of the aggregate principal amount of the Outstanding Series 2024 Bonds, the consent of the holders of which is required for any such amendment, change, modification, alteration or termination or decrease the amount of any payment required to be made under this Lease or extend the time of payment thereof. This Lease may be amended, changed, modified and altered without the consent of the holders of Series 2024 Bonds (but with the prior written consent of the County) to provide necessary changes only to cure any ambiguity, correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein or to provide other changes which will not adversely affect the interests of such holders. Notwithstanding the above, amendments to this Lease to add, delete or substitute Equipment by the Municipality to effectuate amendments to Exhibit A and Exhibit F to this Lease resulting therefrom, shall be consented to by an Authorized Authority Representative and may be accomplished without the consent of the County and the

Trustee, written or otherwise. No other amendment, change, modification, alteration or termination of this Lease shall be made other than pursuant to a written instrument signed by an Authorized Authority Representative and the Municipality and consented to in writing by the County and in accordance with the Bond Resolution and this Lease. Copies of any amendments to this Lease shall be filed with the County and the Trustee.

For all purposes of this Section 9.4, the Trustee shall be entitled to rely upon a Favorable Opinion of Bond Counsel, which Bond Counsel shall be satisfactory to the Trustee, with respect to the extent, if any, as to which any action adversely affects the interests of the County or any holders of Series 2024 Bonds then Outstanding.

Section 9.5 Amounts Remaining under Bond Resolution. Upon expiration of the Lease Term, it is agreed by the parties hereto that any amounts remaining in any Fund or Account created under the Bond Resolution, after payment in full of the Series 2024 Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution) and the fees, charges and expenses of the Fiduciaries, the County and the Authority in accordance with the Bond Resolution and this Lease, shall belong to and be paid to the Municipality pursuant to Section 511 of the Bond Resolution. Notwithstanding the above, if the Series 2024 Bonds shall have been defeased in accordance with Section 1301 of the Bond Resolution, any moneys held by a Fiduciary in trust for the payment and discharge of any Bonds that remain unclaimed for five (5) years (or such other time period as may be set forth at N.J.S.A. 46:30B-37) shall be repaid by the Fiduciary to the State Treasurer in accordance with the provisions of N.J.S.A. 46:30B-1 et seq., free and clear of the lien created by the Bond Resolution.

Section 9.6 Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.7 Notices and Demands. All notices, demands or other communications provided for in this Lease shall be in writing and shall be delivered personally, by facsimile transmission (with written confirmation of receipt) in accordance herewith and sent by certified or registered mail, personal delivery or recognized overnight delivery to (i) the Municipality at [Address], Attn: _____, (ii) the Authority at 101 Interchange Plaza, Cranbury, New Jersey 08512, Attn: Chairman, (iii) Bond Counsel to the Authority, McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068, Attention: Matthew D. Jessup, Esq., (iv) the Trustee at 12000 Horizon Way, 3rd Floor, Mount Laurel, New Jersey 08054, Attn: Institutional Trust Department/Tifanie Kline, (v) the County at the Middlesex County Administration Building, John F. Kennedy Square, 75 Bayard Street, New Brunswick, New Jersey 08901, Attn: Clerk of Board of County Commissioners and the Chief Financial Officer of the County and (vi) Office of County Counsel, Middlesex County Administration Building, John F. Kennedy Square, 75 Bayard Street, New Brunswick, New Jersey 08901, Attn: Thomas F. Kelso, Esq., or to such other representatives or addresses as the Authority, the Municipality, the Trustee or the County may from time to time designate by written notice to the parties hereto or beneficiaries hereof.

Section 9.8 Headings. The Article and Section headings in this Lease are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 9.9 Non-Waiver. It is understood and agreed that nothing contained in this Lease shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Lease.

Section 9.10 Survival of Lease. Notwithstanding anything else to the contrary herein, the provisions of Sections 2.3(a), (c) and (d), 3.2 and 5.3 shall survive the expiration of the Lease Term and the final maturity of the Series 2024 Bonds.

Section 9.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Authority has caused this instrument to be signed by its Chairman as its duly authorized officer and its official seal to be hereunto affixed and the Municipality has caused this instrument to be executed in its name by its Mayor and its official seal to be hereunto affixed, all as of the day and year first above written.

**Witness as to the Middlesex
County Improvement Authority**

**MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

**CHRISTINE D'AGOSTINO,
Secretary/Treasurer**

**JAMES P. NOLAN,
Chairman**

(SEAL)

Witness as to the Municipality

MUNICIPALITY

(SEAL)

**APPROVED AND ACCEPTED:
COUNTY OF MIDDLESEX**

**RONALD G. RIOS,
Director
Board of County Commissioners**

EXHIBIT A

**2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM
DESCRIPTION OF LEASED EQUIPMENT AND ANNUAL LEASE PAYMENTS**

Municipality: _____
Requisition Ref. No. 2024- _____

EXHIBIT B

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

ACCEPTANCE CERTIFICATE

I, the undersigned _____ [insert title], do hereby certify pursuant to the terms of the Lease and Agreement between the Middlesex County Improvement Authority (the "Authority") and the _____ of _____, in the County of Middlesex (the "Municipality"), dated as of _____, 2024 (the "Lease"), as follows:

1. The Municipality, on behalf of the Authority, has acquired the Item of Equipment described in Exhibit A to the Lease or Exhibit F to the Lease, as applicable, the general description of which is: _____.

2. Attached hereto is all necessary legal documentation to evidence ownership of such Item of Equipment.

3. Such Item of Equipment meets the Municipality's specifications therefor, has been procured and delivered in compliance with the Local Public Contracts Law and all applicable laws of the State of New Jersey to the Municipality's satisfaction (or is in compliance with manufacturer's contract), and is in good repair and working order. This certificate constitutes the Acceptance Certificate for such Item of Equipment.

4. The amount of the purchase price for the Item of Equipment is \$_____. Such amount is authorized by the Lease to be withdrawn from the Municipal Account in the Acquisition and Improvement Fund and such amount is the correct amount as specified in the manufacturer's contract.

5. The undersigned is an Authorized Municipal Representative.

6. Terms defined in the Lease and used in this certificate have the same meanings in this certificate as are ascribed to such terms in the Lease.

**AUTHORIZED MUNICIPAL
REPRESENTATIVE**

Name:
Title:

DATED:

EXHIBIT C

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

REQUISITION FOR ADVANCE/PARTIAL PAYMENTS

REQUISITION REF. NO. 2024-_____

Partial Payment No. _____

I, the undersigned _____ [insert title] of the _____ (the "Municipality"), do hereby certify pursuant to the terms of the Lease and Agreement between the Middlesex County Improvement Authority (the "Authority") and the _____ of _____, in the County of Middlesex (the "Municipality"), dated as of _____, 2024 (the "Lease"), as follows:

1. The Municipality, on behalf of the Authority, has executed a contract with a vendor to acquire the Item of Equipment described in Exhibit A or Exhibit F, as applicable, to the Lease, the description of which is: _____ and is the Item of Equipment to which this partial Requisition relates _____.

(Include the description and invoice or billing reference)

2. Attached hereto is all necessary documentation to evidence the necessity of making progress payments for such Item of Equipment pursuant to Section 2.5(h) of the Lease.

3. Attached hereto is the additional documentation required by Section 5.8 of the Lease.

4. Such Item of Equipment meets the Municipality's specifications therefor, has been procured in compliance with the Local Public Contracts Law and all applicable laws of the State of New Jersey.

5. In the event the requisition being submitted by the Municipality is to request and authorize final payment for the Item of Equipment described in Paragraph 1 hereof, please attach a completed Acceptance Certificate (Exhibit B to the Lease) evidencing acceptance of the same by the Municipality.

6. The purchase price for the Item of Equipment is \$_____. Such amount is authorized by the Lease to be withdrawn from the Municipal Account in the Acquisition and Improvement Fund and such amount is the correct amount as specified in the manufacturer's contract.

Municipality: _____

Requisition Ref. No. 2024- _____

Partial Payment No.: _____

7. The name and address of the person, firm or corporation to whom payment is due is:

8. \$_____ is the amount necessary to partially pay the Cost of such Item of Equipment and is the amount to be paid to such person, corporation or firm. The amount which has been partially prepaid to date for the Item of Equipment is \$_____ and the amount remaining to be paid is \$_____.

9. In the event the Cost of such Item of Equipment exceeds the amount specified in Exhibit A or Exhibit F, as applicable, to the Lease, the Municipality shall also complete and deliver Exhibit G to the Lease.

10. The undersigned is an Authorized Municipal Representative.

Terms defined in the Lease and used in this certificate have the same meanings in this certificate as are ascribed to such terms in the Lease.

AUTHORIZED MUNICIPAL REPRESENTATIVE

Name:
Title:

DATED:

The undersigned, on behalf of the Middlesex County Improvement Authority, hereby approves the above Requisition.

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

Authorized Authority Representative
Name:
Title:

DATED:

EXHIBIT D

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

REQUISITION REF. NO. 2024-_____

I, the undersigned _____ [insert title] of the _____ of _____, in the County of Middlesex (the "Municipality") DO HEREBY CERTIFY that I am an Authorized Municipal Representative duly designated by the Municipality to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY pursuant to and in accordance with the terms of the Lease and Agreement between the Middlesex County Improvement Authority (the "Authority") and the Municipality dated as of _____, 2024 (the "Lease") as follows:

1. This requisition is Requisition Ref. No. 2024-_____.
2. The name and address of the person, firm or corporation to whom payment is due is:

3. The amount to be paid to such person, firm or corporation named in paragraph (2) above is \$_____.
4. The Item(s) of Equipment to which this Requisition relates is _____.

Include description and invoice or billing reference.

5. \$_____ is the amount necessary to pay the Cost of such Item of Equipment.
6. Each obligation, item of cost or expense mentioned herein has been properly incurred, is an item of Cost and is a proper charge against the Municipal Account in the Acquisition and Improvement Fund and has not been the basis of any previous withdrawal.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

DATED: **AUTHORIZED MUNICIPAL REPRESENTATIVE**

Name:
Title:

The undersigned, on behalf of the Middlesex County Improvement Authority, hereby approves the above Requisition.

DATED: **MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

Authorized Authority Representative
Name:
Title:

EXHIBIT E

**CERTIFICATE AS TO AUTHORIZED
MUNICIPAL REPRESENTATIVE**

I, _____, the duly elected/appointed and acting _____ of the _____ of _____, in the County of Middlesex (the "Municipality"), a body corporate and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY that I am duly authorized under the Lease (as hereinafter defined) to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY as follows:

1. _____ is the _____ of the Municipality.

2. _____ is the _____ of the Municipality.

3. The aforementioned individual(s) have each been designated as Authorized Municipal Representatives in accordance with the provisions of the Lease and each are duly qualified, empowered and authorized so to act on behalf of the Municipality and to deliver documents on behalf of the Municipality. Indicated below are the specimen signatures of the aforementioned individuals.

Name

Signature

Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed thereto in the Lease and Agreement dated as of _____, 2024 by and between the Middlesex County Improvement Authority and the Municipality and approved by the County of Middlesex (the "Lease").

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2024.

_____ OF _____

Name:

Title:

EXHIBIT F

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

CERTIFICATE FOR SUBSTITUTION OF EQUIPMENT

The undersigned Authorized Municipal Representative of the _____ of _____, in the County of Middlesex (the "Municipality") hereby requests the substitution of certain Items of Equipment contained in the Lease and Agreement executed by and between the Municipality and the Middlesex County Improvement Authority and dated as of _____, 2024 (the "Lease") and that upon the filing of this certificate with the Authority and the Trustee, Exhibit A to the Lease shall be modified to reflect the changes in Items of Equipment being purchased by the Municipality as set forth below:

1. The Equipment originally listed in Exhibit A to the Lease is: (identify each piece of equipment, its useful life and its cost as described in Exhibit A);
2. The Equipment which is to be substituted and which is to be reflected in Exhibit A to the Lease is: (identify each item of equipment, its useful life and the cost of the equipment to be substituted) (make sure that each piece of equipment being substituted corresponds to the equipment originally listed on Exhibit A on a piece by piece basis).

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Municipality this ____ day of _____, 20__.

AUTHORIZED MUNICIPAL REPRESENTATIVE

Name:
Title:

APPROVAL DATED:

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

By: _____
Authorized Authority Representative
Name:
Title:

EXHIBIT G

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

REQUISITION REF. NO. 2024-_____

(To Be Used In the Event the Cost of an Item
of Equipment Exceeds the Amount listed in Exhibit A
and/or Exhibit F to the Lease)

I, the undersigned _____ [insert title] of the _____ of _____, in the County of Middlesex (the "Municipality") DO HEREBY CERTIFY that I am an Authorized Municipal Representative duly designated by the Municipality to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY pursuant to and in accordance with the terms of the Lease and Agreement between the Middlesex County Improvement Authority (the "Authority") and the Municipality dated as of _____, 2024 (the "Lease") as follows:

1. This requisition is Requisition No. 2024-_____.
2. The name and address of the person, firm or corporation to whom payment is due is:

3. The amount to be paid to such person, firm or corporation named in paragraph (2) above is \$_____.
4. The Item(s) of Equipment to which this Requisition relates is _____.

Include description and invoice or billing reference

5. \$_____ is the amount necessary to pay the Cost of such Item of Equipment.
6. \$_____ is the amount stated as being required to pay the Cost of such Item of Equipment as originally specified in Exhibit A or Exhibit F, as applicable, to the Lease.
7. \$_____ is the amount of money as indicated by a copy of a check attached hereto, the Municipality has forwarded by check to the Trustee on behalf of the Authority for deposit in the Municipal Account in the Acquisition and Improvement

Fund to fund the balance of the Cost of the Equipment attach check for Trustee, copy of the check for the Authority.

8. Each obligation, item of cost or expense mentioned in Paragraph 5 hereof has been properly incurred, is an item of Cost and is a proper charge against the Municipal Account in the Acquisition and Improvement Fund and has not been the basis of any previous withdrawal.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

DATED: **AUTHORIZED MUNICIPAL REPRESENTATIVE**

Name:
Title:

The undersigned, on behalf of the Middlesex County Improvement Authority, hereby approves the above Requisition.

DATED: **MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

Authorized Authority Representative
Name:
Title:

EXHIBIT H

Exhibit B – Lease Ordinance

<u>Quantity</u>	<u>Equipment</u>	<u>Amount</u>	<u>Useful Life</u>
3	Police Pursuit Vehicles	\$195,000	5 years
2	Community Service/Code Enforcement Vehicles	\$70,000	5 Years
	Total	\$265,000	

**ORDINANCE NO. 24-2091
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX, NJ**

LOAN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2024 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$260,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2024 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

WHEREAS, the Authority has determined to issue its revenue bonds for the purpose of financing the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County of Middlesex, State of New Jersey (the "County"), including the County and the Authority (the "2024 Program"); and

WHEREAS, the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2024 Program and to finance various capital improvements and acquire and install certain capital equipment through the Authority; and

WHEREAS, there has been prepared and submitted to the Municipality the form of the Loan and Security Agreement (the "Loan Agreement"), to be entered into by and between the Authority and the Municipality, which Loan Agreement has been approved by the Authority and which is attached hereto as Exhibit A, providing for the financing of various capital improvements and the acquisition and installation of certain capital equipment through the Authority, which improvements and items of equipment are described in Exhibit B attached hereto and incorporated by this reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Loan Agreement.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. (a) The various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached to this loan ordinance and by this reference made a part hereof are hereby authorized as general capital improvements or purposes to be undertaken by the Municipality. For financing such improvements, purposes or loan, there is hereby appropriated the not to exceed sum of \$275,000.

(b) For the financing of the general capital improvements, purposes or loan and to provide monies to fund the not to exceed \$275,000 appropriation, a loan from the Authority to the Municipality is hereby authorized in a not to exceed amount of \$275,000 pursuant to the County Improvement Authorities Law and the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law").

(c) The general capital improvements hereby authorized and the purposes for which the above-described loan is authorized are the various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto.

(d) The estimated maximum amount of the loan for the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto is \$275,000.

(e) The estimated cost of said general capital improvements or purposes is \$260,000, with a not to exceed amount of \$275,000, which not to exceed amount includes all costs of issuance and items of expense listed in and permitted under section 20 of the Local Bond Law.

Section 2. Pursuant to the County Improvement Authorities Law and N.J.S.A. 40:23-1 et seq., the Municipality is hereby authorized and directed to enter into and perform the Loan Agreement, which Loan Agreement provides for various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality to be financed with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2024 (the "Bonds") to be issued by the Authority under a resolution to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Loan Agreement, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

Section 3. The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Loan Agreement authorized by this ordinance, including without limitation, (i) all Basic Loan Payments and Loan Payments obligations of the Municipality under the Loan Agreement, including Authority Administrative Expenses and Additional Loan Payments, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Loan Agreement pursuant to the County Guaranty, including County Guaranty Costs, and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Loan Agreement and the County Guaranty ((i), (ii) and (iii) collectively, the "Loan Payment Obligation"). The Loan Payment Obligation under the Loan Agreement shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Municipality for the payment of the Loan Payment Obligation thereunder without limitation as to rate or amount.

An Authorized Municipal Representative (as defined in the Loan Agreement) is hereby authorized and directed to execute the Loan Agreement on behalf of the Municipality in the form as

attached hereto in Exhibit A, along with any of the aforesaid necessary changes, and the Clerk of the Municipality is hereby authorized to attest to such signature and affix the seal of the Municipality thereto and the Loan Agreement is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Loan Agreement.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The maximum Loan Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority, shall not exceed the sum necessary to (a) undertake the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and described in Exhibit B, (b) pay interest on the Authority's Bonds allocated to the Municipality's various capital improvements and items of equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Loan Payments, County Guaranty Costs and all other amounts required to be paid by the Municipality under the Loan Agreement, as and if applicable.

(b) The Bonds shall mature no later than ten (10) years from the date of issue.

(c) The Loan Payment Obligation authorized herein shall remain effective until all the Authority's Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Loan Agreement have been satisfied, notwithstanding the occurrence of any other event.

(d) The various capital improvements and items of equipment described in Exhibit B attached hereto are hereby approved to be undertaken and financed through the Authority in accordance with the terms of the Loan Agreement, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

(e) The average period of usefulness of the various capital improvements and items of equipment described in Exhibit B attached hereto within the limitations of the Local Bond Law, according to the reasonable useful life thereof computed from the dated date of the loan authorized by this loan ordinance, shall not exceed ten (10) years.

(f) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Municipality and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Municipality as defined in the Local Bond Law is increased by the authorization of the loan provided for in this loan ordinance by \$275,000 and the said loan authorized by this loan ordinance will be within all debt limitations prescribed by the Local Bond Law.

(g) An aggregate amount not exceeding \$15,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the various capital improvements and items of equipment described in Exhibit B attached hereto.

Section 5. To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of

Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Loan Agreement. The Mayor, Clerk, Chief Financial Officer or any other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Preliminary and Final Official Statements of the Authority to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

Section 6. The Mayor, Clerk, Chief Financial Officer of the Municipality or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Loan Agreement, the undertaking of the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and all related transactions contemplated by this ordinance.

Section 7. Upon the payment of all amounts referenced in Section 4(c) herein, the full faith and credit pledge of the Municipality as to its Loan Payment Obligation authorized herein shall cease to exist.

Section 8. The Municipality hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Municipality is hereby amended to conform with the provisions of this loan ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs is on file with the Clerk of the Municipality and is available for public inspection. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 9. The provisions of this loan ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this loan ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

Section 10. The Municipality reasonably expects to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance and paid prior to the entering into of the loan authorized by this loan ordinance with the proceeds of such loan. This Section 10 is intended to be and hereby is a declaration of the Municipality's official intent to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance to be incurred and paid prior to entering into of the loan authorized herein all in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder.

Section 11. The Clerk of the Municipality is hereby authorized and directed to cause the publication of the text of this loan ordinance in full after introduction and final adoption in accordance with applicable law and to arrange for the public hearing thereon and final adoption thereof.

Section 12. This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law, contingent upon the Authority receiving approval for the 2024 Program from the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs.

ADOPTED ON FIRST READING

DATED: July 16, 2024

JENNIFER SANTIAGO,
Clerk of the Borough of Highland Park

ADOPTED ON SECOND READING

DATED: August 13, 2024

JENNIFER SANTIAGO,
Clerk of the Borough of Highland Park

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2024.

ELSIE FOSTER,
Mayor

Exhibit A – Loan Agreement

2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

LOAN AND SECURITY AGREEMENT

BY AND BETWEEN

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

AND

[MUNICIPALITY]

IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

DATED AS OF OCTOBER [], 2024

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EXHIBITS

Exhibit A	Description of Leased Equipment and Annual Loan Payments (with attached Basic Rent schedules)	A-1
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THIS LOAN AND SECURITY AGREEMENT, dated as of October [___], 2024 by and between the Middlesex County Improvement Authority (hereinafter, the "Authority") and the [MUNICIPALITY] in the County of Middlesex, State of New Jersey (hereinafter, the "Municipality").

W I T N E S S E T H:

WHEREAS, the Authority is authorized by the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "Act"), to provide within the County of Middlesex, State of New Jersey, or any beneficiary county, public facilities for use by the State, the County or any municipality in the County or any beneficiary county, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

WHEREAS, the Authority is authorized by the Act to make a loan to any governmental unit or person, for such consideration and for such period or periods of time and upon such other terms and conditions as it may fix and agree upon; and

WHEREAS, the Authority has determined pursuant to the Act to finance, as applicable, the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County, including the County and the Authority (the "2024 Program"); and

WHEREAS, the Improvements (as hereinafter defined) and Equipment (as hereinafter defined) will be financed through the issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2024 (the "Bonds"); and

WHEREAS, all actions necessary and required under the Act for the issuance of the Bonds have been taken by the Authority; and

WHEREAS, the Municipality has determined to participate in the 2024 Program and to receive a loan from the Authority pursuant to the terms and conditions set forth hereunder; and

WHEREAS, the Authority will, pursuant to the Act, provide for the financing of the cost of, as applicable, the undertaking of the capital improvements and the acquisition of the equipment through the issuance of the Bonds payable from Loan Payments to be received from the Municipality pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

SECTION 1.1. Definitions. The terms set forth in this section shall have the meanings ascribed to them for all purposes of this Loan Agreement unless the context clearly indicates some other meaning. Terms used herein and not defined herein shall have the meanings ascribed thereto in the Bond Resolution. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

"Account" or "Accounts" shall mean, as the case may be, each or all of the accounts established and created under Article V of the Bond Resolution.

"Acquisition and Improvement Fund" shall mean the Acquisition and Improvement Fund created and established pursuant to Section 502 of the Bond Resolution.

"Act" shall mean the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960 (N.J.S.A. 40:37A-44 et seq.), as amended and supplemented from time to time.

"Additional Loan Payments" shall mean all amounts payable by the Municipality to the Authority under this Loan Agreement (excluding Basic Loan Payments), including, but not limited to, the annual Trustee's fee and the Authority Administrative Expenses, and where applicable, allocated to the Municipality on a pro rata basis with all other Municipalities which are parties to this transaction in relation to the amount of Bonds Outstanding in any Bond Year all as set forth in Exhibit A annexed hereto, professional fees incurred for any arbitrage rebate calculation, arbitrage rebate expenses, County Guaranty Costs, and all direct and indirect costs and expenses incurred by the Authority and the County related to the enforcement of this Loan Agreement and the County Guaranty and the County Guaranty Agreement, including reasonable attorneys' fees related thereto.

"Annual Authority Administrative Fee" shall mean the annual fee for the general administrative expenses of the Authority for the Series 2024 Bonds as shall be set forth in Exhibit A to this Loan Agreement.

"Applicable Basic Loan Payments" shall mean the amount of Basic Loan Payments payable on a given Loan Payment Date with respect to a particular Improvement or Item of Equipment as set forth in Exhibit A annexed hereto and incorporated by this reference herein.

"Authority" shall mean the Middlesex County Improvement Authority, a public body corporate and politic organized and existing under the Act and created pursuant to a resolution of the Board of County Commissioners of the County of Middlesex adopted on September 6, 1990, and any successor to its duties and functions.

"Authority Administrative Expenses" shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under the Bond Resolution, the County Guaranty Agreement and this Loan Agreement, including, but not limited to, (i)

the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) all fees and expenses, including but not limited to, indemnification expenses, if any, incurred in connection with the issuance of the Series 2024 Bonds, the financing of the Improvements and Equipment or the compelling of the full and punctual performance of the Bond Resolution and this Loan Agreement in accordance with the terms thereof and hereof, (iv) all fees and expenses, including, but not limited to, indemnification expenses, if any, of counsel, Fiduciaries and others, and (v) any fees and expenses, including, but not limited to, indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar or the Trustee or any or all Fiduciaries in connection with the performance of their respective fiduciary responsibilities under the Bond Resolution, the County Guaranty Agreement and this Loan Agreement, all to the extent not capitalized pursuant to the requirements of the Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Loan Payments by the Municipality and where applicable, allocated to the Municipality on a pro rata basis with all other Municipalities which are parties to this transaction in relation to the amount of Bonds Outstanding in any Bond Year, all as set forth in Exhibit A attached hereto.

"Authorized Authority Representative" shall mean any person or persons authorized to act on behalf of the Authority by a written certificate signed on behalf of the Authority by the Chairman or Vice Chairman of the Authority containing the specimen signature of each such person.

"Authorized County Representative" shall mean any person or persons authorized to act on behalf of the County by a written certificate signed on behalf of the County by the Director or Deputy Director of the Board of County Commissioners of the County containing the specimen signature of each such person.

"Authorized Municipal Representative" shall mean any person or persons authorized to act on behalf of the Municipality by a written certificate signed on behalf of the Municipality by the Mayor of the Municipality containing the specimen signature of each such person, which Municipality shall also include the County acting in the capacity of a municipal participant, which in the case of the County, such written certificate shall be signed by the Director or Deputy Director of the Board of County Commissioners, which form of certificate is set forth as Exhibit B annexed hereto and incorporated by this reference herein.

"Basic Loan Payments" shall mean the sum of money representing principal and interest for each Improvement or Item of Equipment necessary to amortize Debt Service on the Series 2024 Bonds allocated to the Municipality and payable by the Municipality on each Loan Payment Date, as set forth in Exhibit A annexed hereto and incorporated by this reference herein and as described in Section 3.1(a) herein and redemption premium, if any, to the extent required to redeem the Bonds pursuant to Article IV of the Bond Resolution.

"Bond" or "Bonds" shall mean, collectively, the Outstanding Bonds of the Authority issued pursuant to Section 201 of the Bond Resolution, specifically, the not to exceed \$23,000,000 County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2024 and Refunding Bonds, if any.

Bond Counsel shall mean McManimon, Scotland & Baumann, L.L.C., Roseland, New Jersey or any other lawyer or firm of lawyers with experience and nationally recognized expertise in the field of municipal finance selected by the Authority.

"Bondholder", "Holder of Bonds", "Holder" or "Owner" shall mean any person who shall be the registered owner of any Bond or Bonds.

"Bond Resolution" or "Resolution" shall mean the resolution adopted by the Authority on August 9, 2024, entitled "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds", as the same may be amended, modified or supplemented in accordance with the provisions thereof.

"Bond Year" shall mean the twelve (12) month period beginning September 15 and ending on September 14, excepting that the first Bond Year with respect to the Series 2024 Bonds shall commence on the date of original issuance of the Series 2024 Bonds and end on September __, 2025.

"Business Day" shall mean any day that is not a Saturday, Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee, the Bond Registrar, any Paying Agent or the Authority is legally authorized to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

"Cost" or "Costs" shall mean and be deemed to include, with respect to any Improvement or Item of Equipment for each Municipality and, where applicable, allocated on a pro rata basis with all other Municipalities which may be parties to the transaction with respect thereto, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of this Loan Agreement, (a) the costs of payment of, or reimbursement for, acquisition, installation and financing of each such Improvement or Item of Equipment, including, but not limited to, advances or progress payments, installation costs, administrative costs and capital expenditures relating to installation, financing payments, sales taxes, excise taxes, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recordation costs, printing costs for all documents, reproduction and binding costs, fees and charges of the Trustee pursuant to the Bond Resolution, financing documents, legal fees and charges, financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority and the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of the Bonds, and any charges and fees in connection with any of the foregoing; (b) all other costs which the Municipality or the Authority shall be required to pay under the terms of any contract or contracts for any Improvement or the acquisition of any Item of Equipment, including, but not limited to, the cost of insurance; (c) any sums required to reimburse the Municipality for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to any Improvement or Item of Equipment; (d) deposits in any Fund or Account under the Bond Resolution, all as shall be provided in the Bond Resolution; and (e) such other expenses not specified herein as may be necessary or incidental to the acquisition of any Improvement or Item of Equipment, the financing thereof and the placing of the same in use and operation. Cost as defined herein shall be deemed to include (i) the costs and expenses incurred by any agent of the Authority or the Municipality for any of the above mentioned items and (ii) all costs and expenses incurred by any agent of the County and the Authority in connection with

the adoption, administration and enforcement of this Loan Agreement and the County Guaranty, including, but not limited to, County Guaranty Costs.

"County" shall mean the County of Middlesex, a public body politic and corporate of the State of New Jersey.

"County Guaranty" shall mean the County's unconditional and irrevocable guaranty of the punctual payment of principal of and interest when due on the Bonds duly adopted pursuant to section 37 of the Act, and specifically with respect to the Series 2024 Bonds, duly adopted [_____], 2024 and entitled, "COUNTY OF MIDDLESEX, STATE OF NEW JERSEY GUARANTY ORDINANCE SECURING THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY'S COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2024 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$23,000,000 AND AUTHORIZING A PUBLIC HEARING TO BE HELD [_____], 2024 AT 6:40 P.M., AUTHORIZING PUBLICATION OF NOTICE THEREOF, CONSENTING TO SUCH FINANCING AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH".

"County Guaranty Costs" shall mean all direct and indirect Costs and expenses of the County incurred with respect to its County Guaranty as defined in the County Guaranty Agreement, including amounts paid by the County pursuant to Sections 508 and 708 of the Bond Resolution, together with interest on such amounts at an interest rate equal to the County's cost of obtaining funds required to make such payments (including, but not limited to, lost earnings on the investment of available funds used to make such payments or the net interest cost of such Series of Bonds, whichever is higher, as shall be determined by the County), reasonable attorneys' fees and other costs arising out of the required payment or expenses for the collection, enforcement and repayment pursuant to the County Guaranty, together with interest accrued on such sum until the time of repayment to the County, but shall not include those costs and expenses incurred by the County in connection with curing a default under its Loan Agreement.

"Debt Service" for any period shall mean, as of any date of calculation, with respect to the Series 2024 Bonds, an amount equal to the sum of (i) the interest accruing during such period on such Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the Debt Service Fund, and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment Date or, if there should be no preceding Principal Installment Date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding such Principal Installment Date or from the date of original issuance of the Series 2024 Bonds, whichever is later. Such interest and Principal Installments for such Series 2024 Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the Principal Installment Date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

"Debt Service Fund" shall mean the Debt Service Fund created and established in Section 502 of the Bond Resolution.

"Debt Service Requirement" with respect to the next Interest Payment Date for the Series 2024 Bonds shall mean, (i) in the case of an Interest Payment Date on which interest only shall be due, interest accrued and unpaid and to accrue to such date if such Principal Installment or Installments shall be deemed to accrue in the manner provided in clause (ii) of the definition of "Debt Service" set forth in Section 101 of the Bond Resolution, and (ii) in the case of an Interest Payment Date on which both interest and a Principal Installment or Installments shall be due, interest accrued and unpaid and to accrue to such date plus the Principal Installment or Installments due on such date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

"Equipment" or "Item(s) of Equipment" shall mean the equipment described in Exhibit A annexed hereto and incorporated by this reference herein purchased and acquired with the proceeds of the Series 2024 Bonds, including any equipment substituted or added pursuant to the terms of this Loan Agreement.

"Event of Default" shall mean an event of default as defined in Section 7.1 hereof but not under the Bond Resolution.

"Favorable Opinion of Bond Counsel" shall mean an opinion of Bond Counsel, addressed to the Authority and the Trustee, to the effect that the action proposed to be taken is authorized or permitted by the Bond Resolution and the Act and will not adversely affect the exclusion of interest on a Series of Bonds from gross income for purposes of Federal income taxation under section 103 of the Code.

"Fiduciary" or "Fiduciaries" shall mean the Trustee, the Paying Agent, the Bond Registrar, or any or all of them, as may be appropriate.

"Fiscal Year" shall mean the twelve (12) month fiscal period of the Municipality, the County or the Authority, including any six-month transition year of the Municipality authorized pursuant to chapter 75 of the Laws of New Jersey of 1991.

"Fund" or "Funds" shall mean, as the case may be, each or all of the Funds created and established in Section 502 of the Bond Resolution; provided, however, that such Funds do not constitute "funds" in accordance with generally accepted accounting principles.

"Guaranty Agreement" or "County Guaranty Agreement" shall mean the County Guaranty Agreement dated as of [_____], 2024, entered into by and between the County and the Authority wherein the County has irrevocably and unconditionally guaranteed the punctual payment of the principal of and interest on the Series 2024 Bonds and setting forth the terms and conditions of the County Guaranty with respect to the Series 2024 Bonds, as amended and supplemented.

"Improvement" or "Improvements" shall mean the improvements described in Exhibit A annexed hereto and incorporated by this reference herein undertaken with the proceeds of the Series 2024 Bonds, including any improvements substituted or added pursuant to the terms of this Loan Agreement.

"Initial Authority Financing Fee" shall mean the amount equal to \$____ for the initial financing fee of the Authority, allocated to the Municipality based on the percentage

set forth in Exhibit A to each Loan Agreement, Lease Agreement or a Supplemental Resolution authorizing a Series of Bonds.

"Interest Payment Date" shall mean, with respect to the Series 2024 Bonds, each March 15 and September 15, commencing March 15, 2025, and such other dates as shall be established by a Supplemental Resolution authorizing a Series of Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

"Lease Agreement" shall mean, with respect to the Series 2024 Bonds, each or any Lease Agreement dated as of October [___], 2024, by and between the Authority and any Municipality, as approved by the County, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions thereof and the Bond Resolution.

"Loan Agreement" shall mean, with respect to the Series 2024 Bonds, this Loan and Security Agreement dated as of October [___], 2024, by and between the Authority and the Municipality, as approved by the County, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions hereof and the Bond Resolution.

"Loan Payment" shall mean the Loan Payment consisting of Basic Loan Payments payable on each Loan Payment Date and, as applicable, Additional Loan Payments payable by the Municipality upon demand pursuant to Section 3.1(a) and (b) hereof, respectively.

"Loan Payment Date" shall mean, with respect to the Series 2024 Bonds, each January 15 and July 15, commencing January 15, 2025, which dates shall not be later than the first day of the second month immediately preceding each Interest Payment Date and Principal Installment Date, as applicable, and such other dates determined in accordance herewith as may be set forth in a Supplemental Resolution authorizing a Series of Bonds. In the event a Loan Payment Date is not a Business Day, the Loan Payment shall be made by the Municipality on the next succeeding Business Day.

"Loan Term" shall mean the period during which this Loan Agreement or is in effect as specified in Section 2.1 hereof.

"Month" shall mean a calendar month.

"Municipal Account(s)" shall mean each of the account(s) created in the Acquisition and Improvement Fund, Proceeds Fund and Debt Service Fund for each of the Municipalities in connection with the issuance of the Series 2024 Bonds into which moneys, Proceeds, Series 2024 Bond proceeds and investment earnings, as applicable, allocable to the Municipality, shall be deposited pursuant to Article V of the Bond Resolution.

"Municipality" or "Municipalities" shall mean the Municipality as defined in the preamble hereof and, with respect to the Series 2024 Bonds, shall mean collectively all of the Municipalities, including the County, each of which have executed a Loan Agreement and/or Lease Agreement with the Authority for the purposes of undertaking improvements or

acquiring equipment, as applicable, with the proceeds of the Series 2024 Bonds, all of which are situated in the County.

"Operating Fund" shall mean the Operating Fund created and established under Section 502 of the Bond Resolution.

"Ordinance" shall mean the ordinance duly adopted by the Municipality approving and authorizing the execution and delivery of this Loan Agreement and pledging the full faith and credit of the Municipality for the repayment of its obligations under this Loan Agreement.

"Outstanding" when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Bond Resolution except:

(i) Bonds canceled by the Trustee at or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, together with interest to accrue thereon to the date of maturity or redemption date, shall be held in an irrevocable trust under the Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity date); provided that if such Bonds (or portion of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in the Bond Resolution;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III of the Bond Resolution or Section 1206 of the Bond Resolution; and

(iv) Bonds deemed to have been paid as provided in subsection 1 or 2 of Section 1301 of the Bond Resolution.

"Person" or "Persons" shall mean any individual, corporation, partnership, joint venture, trust or unincorporated organization or a governmental agency or any political subdivision thereof.

"Principal Installment" shall mean, as of any date of calculation, and with respect to the Series 2024 Bonds, so long as any Series 2024 Bonds are Outstanding, (i) the principal amount of Series 2024 Bonds due on a certain future date for which no Sinking Fund Installments have been established plus any applicable redemption premium thereon, and (ii) any Sinking Fund Installments due on a certain future date for the Series 2024 Bonds, if any, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of the Series 2024 Bonds on such future date in a principal amount equal to such Sinking Fund Installments.

"Principal Installment Date" shall mean with respect to the Series 2024 Bonds, each September 15, commencing September 15, 2025, on which any Principal Installment shall become due and payable by the Authority. In the event a Principal

Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

"Proceeds" shall mean any insurance, condemnation, performance bond, or any other financial guaranty proceeds paid with respect to any Improvement or Item of Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Proceeds Fund" shall mean the Proceeds Fund created and established under Section 502 of the Bond Resolution.

"Registered Owner" shall mean the owner of any Bond which is issued in fully registered form, as determined on the Record Date, as reflected on the registration books of the Authority which shall be kept and maintained on behalf of the Authority at the principal institutional trust office of the Bond Registrar.

"Loan Payments", "Loan Payment(s)" or "Loan Payment" shall mean the sum of Basic Loan Payments and Additional Loan Payments set forth in Section 3.1 hereof.

"Series 2024 Bonds" shall mean all of the Bonds authenticated and delivered upon original issuance pursuant to Section 203 of the Bond Resolution.

"Standard & Poor's" or "S&P" shall mean S & P Global Ratings, acting through Standard & Poor's Financial Services LLC, organized and existing under the laws of the State of New York, and its successors and/or assigns, if any.

"State" shall mean the State of New Jersey or any successor to its duties and functions.

"Trustee" shall mean, with respect to the Series 2024 Bonds, TD Bank, National Association, Mount Laurel, New Jersey and its successors or assigns or any other bank, trust company or national banking association appointed trustee pursuant to the Bond Resolution.

ARTICLE II

TERM OF LOAN; UNDERTAKING OF IMPROVEMENTS AND ACQUISITION OF EQUIPMENT

SECTION 2.1. Term of Loan. Subject to the provisions of Section 8.9 hereof, the Loan Term shall commence on the date of issuance and delivery of the Series 2024 Bonds by the Authority and shall terminate on the first date upon which no Series 2024 Bonds remain Outstanding and all Loan Payments due and owing hereunder by the Municipality shall have been paid in full. The Loan Term shall be deemed to commence on the date of issuance and delivery of the Series 2024 Bonds and end on the date specified in Exhibit A annexed hereto.

SECTION 2.2. Acquisition of Improvements or Items of Equipment. (a) The Authority agrees to cause the Municipality to undertake or acquire each of the Improvements or Items of Equipment specified in Exhibit A pursuant to the specifications prepared by the Municipality. The Municipality agrees that it will be responsible for the letting of contracts for the undertaking, purchase and installation of the Improvements or Items of Equipment and supervising the undertaking, installation and acceptance of the Improvements or Items of Equipment. **An Authorized Municipal Representative shall execute and deliver to the Authority prior to the date of the original issuance of the Series 2024 Bonds, a certificate certifying that the Municipality will use its best efforts to cause the undertaking, purchase, installation and requisition of the moneys for the payment of the Improvements and/or Equipment from the Municipal Account in the Acquisition and Improvement Fund in accordance with the following: the Municipality shall spend (i) fifteen (15%) percent of the Loan proceeds within six (6) months after the date of the original issuance of the Bonds; (ii) sixty (60%) percent of the Loan proceeds within twelve (12) months after the date of original issuance of the Bonds; and (iii) one hundred (100%) percent of the Loan proceeds within eighteen (18) months after the date of original issuance of the Bonds so as not to subject the Series 2024 Bonds to arbitrage rebate. The Municipality will also deliver to the Trustee the items required by the terms of this Loan Agreement and the Bond Resolution to enable the Trustee to make the respective payments within said eighteen (18) month period.** In the event the Municipality does not spend all such moneys within eighteen (18) months of the date of issuance of the Series 2024 Bonds and in accordance with the time periods and percentages specified in this Section 2.2(a) and such proceeds of the Series 2024 Bonds are deemed to have not been "spent" in accordance with the Code, the Municipality shall pay to the Authority as Additional Loan Payments the cost and expense of the performance of an arbitrage rebate calculation. The Municipality shall also be required to pay any arbitrage rebate moneys to the Authority in the event the Municipality's failure to "spend" Bond proceeds attributable to such Municipality requires the Authority to rebate money to the Internal Revenue Service. This obligation of the Municipality to pay to the Authority the cost and expense of the performance of an arbitrage rebate calculation and arbitrage rebate moneys shall survive the expiration of the Loan Term and the final maturity of the Series 2024 Bonds.

(b) Contracts in connection with the undertaking, purchase and installation of each Improvement or Item of Equipment shall be let in accordance with all applicable competitive bidding laws, prevailing wage laws and public works contractor registration laws,

as applicable. All such contracts shall have the same general form and content as similar contracts let by the Municipality.

(c) The Loan proceeds shall be forwarded by the Trustee, on behalf of the Authority, to the Municipality on the date of the original issuance of the Series 2024 Bonds.

(d) In the event more than one Municipality fails to comply with the provisions of subsection (a) hereof regarding the eighteen-month rebate exception under the Code and the Series 2024 Bonds are subject to arbitrage rebate, all amounts to be rebated to the Internal Revenue Service by the Authority which are required hereunder to be paid by the Municipalities to the Authority as Additional Loan Payments shall be allocated in accordance with the pro rata basis set forth in Exhibit A hereto between all such Municipalities. This obligation of each Municipality to pay to the Authority arbitrage rebate moneys and the cost and expense of the performance of an arbitrage rebate calculation shall survive the expiration of the Loan Term for all Improvements and Equipment and the final maturity of the Series 2024 Bonds.

(e) Additionally, any amount of the Loan proceeds utilized to pay any prior bonds, notes or other obligations of the municipality shall be utilized ONLY to currently refund the prior bonds, notes or other obligations and the Municipality shall expend such Loan proceeds for such purpose within ninety (90) days after the date of the original issuance of the Bonds. The Municipality shall file any and all tax documents, including the IRS Form 8038-G, with the IRS memorializing the current refunding of such bonds, notes or obligations. The Authority shall have no responsibility or liability with respect to any tax implications or the filing of tax documents associated with the current refunding of the prior bonds, notes or obligations issued by the Municipality and the Municipality shall indemnify and hold the Authority, the County or any other participating Municipality (including their members, officers, agents, professionals, servants or employees) harmless against, and the Municipality shall pay any and all, liability, loss, cost, damage, claim, judgment or expense, of any and all kinds or nature arising out of such tax implications or tax filings.

SECTION 2.3. Issuance of Series 2024 Bonds. (a) To provide funds for payment of the Cost of the Improvements or Equipment, the Authority will use its best efforts to sell, issue and deliver the Series 2024 Bonds. The proceeds of the Series 2024 Bonds shall be applied as provided for in the Bond Resolution.

(b) The Municipality shall cooperate with the Authority in furnishing to the Authority, the County and the Trustee all documents required to effectuate the transaction contemplated herein, including the execution and delivery of certificates, resolutions, opinions and disclosure materials necessary in connection therewith.

(c) In the event moneys in the Municipal Account in the Acquisition and Improvement Fund allocated to each Improvement or Item of Equipment are not sufficient to undertake such Improvement or purchase such Item of Equipment, the Municipality shall so notify the Authority and the Trustee and the Municipality shall be obligated to pay the balance of the Cost of such Improvement or Item of Equipment out of funds of the Municipality legally available therefor. In the event the Municipality undertakes the Improvement or acquires an Item of Equipment with a Cost greater than the moneys allocated to such Improvement or

Item of Equipment as indicated by Exhibit A annexed hereto, the Municipality shall pay the balance of such moneys itself.

SECTION 2.4. Application of Bond Proceeds. (a) Upon original issuance of the Series 2024 Bonds, Bond proceeds shall be applied as follows: to the Trustee (i) an amount equal to the accrued interest on the Series 2024 Bonds, if any, for deposit in each Municipal Account in the Debt Service Fund; (ii) the amount representing costs of issuance on the Series 2024 Bonds, including the Initial Authority Financing Fee, for deposit in the Operating Fund and paid in accordance with Section 505(3) of the Bond Resolution; and (iii) the remaining Series 2024 Bond proceeds shall be allocated to each Municipality and deposited into the respective Municipal Account in the Acquisition and Improvement Fund and paid in accordance with Section 503 of the Bond Resolution.

(b) The Authority has in the Bond Resolution authorized and directed the Trustee to make a payment from the Municipal Account in the Acquisition and Improvement Fund to the Municipality to pay the Cost of the Improvements and Equipment upon the date of the original issuance of the Series 2024 Bonds.

(c) The Authority agrees to cooperate with the Municipality in furnishing to the Trustee any documents required to effect payments out of the Municipal Account in the Acquisition and Improvement Fund in accordance with this Section 2.4 hereof. Such payment obligation of the Authority is subject to any provisions of the Bond Resolution requiring additional documentation with respect to such payments and shall not extend beyond the moneys in the Municipal Account in the Acquisition and Improvement Fund available for payment under the terms of the Bond Resolution.

(d) All interest earned or any gain realized on any moneys or investments in the Municipal Accounts in the Acquisition and Improvement Fund, the Debt Service Fund or the Proceeds Fund shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, be transferred by the Trustee or remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution.

SECTION 2.5. Municipality's Liability. As between the Authority and the Municipality, the Municipality assumes liability for all risks of loss during the undertaking, acquisition, delivery, installation and use of each Improvement or Item of Equipment. The Municipality shall maintain, or shall demonstrate, to the satisfaction of the Authority, that adequate insurance or self-insurance is provided with respect to each Improvement or Item of Equipment, or require each contractor, manufacturer or supplier of each Improvement or Item of Equipment to maintain, in force during the entire undertaking, construction, acquisition, delivery and installation period of each Improvement or Item of Equipment, property damage insurance in an amount not less than the full value of all work done and materials and equipment provided or delivered by each such manufacturer or supplier, comprehensive liability insurance, worker's compensation insurance and other insurance required by law or customarily maintained with respect to like equipment or improvements. The existence of such insurance coverage shall be evidenced at the time the Improvement or Item of Equipment is undertaken or ordered by the Municipality.

SECTION 2.6. Disclaimer of Warranties. THE AUTHORITY, BY DELIVERY OF THIS LOAN AGREEMENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY IMPROVEMENT OR ITEM OF EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. The Municipality represents that the Authority has not participated in the drafting of specifications, the selection of a manufacturer or supplier or the award of the bid for any Improvement or Item of Equipment purchased by the Municipality. In no event shall the Authority be liable for any damages, incidental, indirect, special, consequential or otherwise, in connection with or arising out of this Loan Agreement or the existence, furnishing, maintenance, functioning or the Municipality's use of any Improvement or Item of Equipment or products or services provided for in this Loan Agreement.

SECTION 2.7. Manufacturers' Warranties. The Municipality's sole remedy for the breach of such warranty, indemnification or representation shall be against the manufacturer or supplier of such Improvement or Item of Equipment and not against the Authority, nor shall such matter have any effect whatsoever on the rights of the Authority with respect to this Loan Agreement, including the right to receive full and timely Loan Payments hereunder. The Municipality expressly acknowledges that the Authority does not make, nor has it ever made, any representation or warranty whatsoever as to the existence or availability of such warranties of the manufacturer or supplier of any Improvement or Item of Equipment.

ARTICLE III

LOAN PAYMENTS AND OTHER PAYMENTS

SECTION 3.1. Payment of Loan Payments. By execution hereof, the Municipality agrees to repay to the Authority the Cost of all Improvements or Items of Equipment undertaken or acquired by the Municipality with the proceeds of the Series 2024 Bonds and Additional Loan Payments in connection therewith as follows: (a) The Municipality shall pay to the Trustee at the address shown on Exhibit C annexed hereto and incorporated by this reference herein, or at such other address as the Municipality may from time to time be notified in accordance with Section 8.6 hereof, as Basic Loan Payments for the Improvements or Equipment, on each Loan Payment Date, an amount in accordance with the schedule of Basic Loan Payments described in Exhibit A, which, together with other moneys and interest and investment earnings available therefor, if any, in the Municipal Account in the Debt Service Fund and the Municipal Account in the Proceeds Fund pursuant to the provisions of this Loan Agreement and the Bond Resolution, will equal the Municipality's Basic Loan Payments obligation which is to be applied to the payment of Debt Service due on the Series 2024 Bonds on the next succeeding Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the above, in the event the Municipality shall fail to make Basic Loan Payments in accordance herewith, the Authority shall have the option of requiring the Municipality to make Basic Loan Payments on a monthly or quarterly basis.

(b) The Municipality shall pay to the Trustee, as the same shall become due and payable at any time during the Loan Term, on any Loan Payment Date or thirty (30) days after written demand by the Trustee, such sums as represent Additional Loan Payments, including Authority Administrative Expenses and County Guaranty Costs as shall have been submitted by the Authority and the County to the Trustee and to an Authorized Municipal Representative as contained in a certificate executed by an Authorized Authority Representative or Authorized County Representative, as applicable.

(c) Attached hereto as Exhibit A is a Basic Loan Payments payment schedule for the Improvements or Items of Equipment to be undertaken or purchased, as applicable, by the Municipality on behalf of the Authority. The Authority shall deliver to the Municipality and the Trustee a certificate from time to time as necessary which reflects credits, if any, to be applied toward the Basic Loan Payments obligation of the Municipality in accordance with the provisions hereof and the Bond Resolution. In accordance with the Bond Resolution, the Municipality shall be notified annually in writing by the Trustee of the amounts arising from investment earnings, if any, but such amounts shall not be applied as a credit against Basic Loan Payment obligations of the Municipality and shall (i) be transferred by the Trustee to the Operating Fund to pay the amount equal to the Municipality's pro rata share of Authority Administrative Expenses and County Guaranty Costs for each Bond Year, and (ii) following such transfer to the Operating Fund, if moneys remain, be transferred by the Trustee or remain in the Municipal Account in the Proceeds Fund and shall be applied in accordance with the provisions of Section 507(6) of the Bond Resolution. In the event a dispute arises between the Authority and the Municipality with respect to the amount of Basic Loan Payments due and owing by the Municipality, or the credits to be applied toward the Municipality's Basic Loan Payment obligation, such dispute shall be resolved by the Authority. The Trustee shall have no obligation with respect thereto, except that the Trustee will cooperate in providing account statements and information with respect thereto.

Notwithstanding any credits which may accrue to the Municipality during the Loan Term, the Municipality is obligated to pay all amounts which constitute Basic Loan Payments and Additional Loan Payments which are due under this Loan Agreement as set forth in Exhibit A hereto.

(d) Any Loan Payments pursuant to this Section 3.1 which are not paid by the Municipality on or before the due date thereof shall, from and after said due date, bear interest (to the extent permitted by law) at the highest rate per annum borne by any of the Series 2024 Bonds until paid, time being of the absolute essence of this obligation. Any moneys owed by the Municipality pursuant to this paragraph shall constitute Additional Loan Payments and shall be paid to the Trustee.

(e) All Basic Loan Payments and Additional Loan Payments by the Municipality shall be made in immediately available funds.

(f) By execution hereof, the Municipality expressly acknowledges the Authority's right to bring an action for immediate injunctive relief or other judicial proceedings to compel compliance and to enforce the Municipality's full and timely payment of Basic Loan Payments hereunder.

SECTION 3.2. Indemnification of Authority and County. Both during the Loan Term and thereafter, the Municipality shall indemnify and hold the Authority and County harmless against, and the Municipality shall pay any and all, liability, loss, cost, damage, claim, judgment or expense, of any and all kinds or nature and however arising, other than as a result of the gross negligence or willful misconduct of the Authority or the County, their members, officers, agents, professionals, servants or employees, which the Authority or County may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Municipality relating to the Improvements or Equipment, or the bidding or award thereof by the Municipality, or arising out of the Authority's financing of the Improvement or Equipment, or arising out of the undertaking, acquisition, installation, use, operation or maintenance of the Improvement or Equipment pursuant to this Loan Agreement, or arising out of or caused by any untrue or misleading statement of a material fact relating to the Municipality in the Official Statement of the Authority for the Bonds (the "Official Statement") or any omission of any material fact relating to the Municipality in the Official Statement. It is mutually agreed by the Municipality and the Authority that none of the Authority, the County or their respective members, officers, agents, professionals, servants or employees shall be liable in any event for any action performed under this Loan Agreement and that the Municipality shall save the Authority and the County harmless from any claim or suit of whatsoever nature arising hereunder except for such claims or suits arising as a result of the Authority's or the County's gross negligence or willful misconduct. This provision shall survive the end of the Loan Term and the final maturity of the Series 2024 Bonds.

The Municipality, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Authority or the County, their respective members, officers, agents, professionals, servants or employees relating to the performance of their obligations hereunder; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be

provided for in this Loan Agreement from its obligation to defend the Municipality, the Authority, the County and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. The Municipality agrees that it shall give the Authority, the Trustee and the County prompt notice, in writing, of the Municipality's actual or constructive knowledge of the filing of each such claim and the institution of each such suit or action.

The Authority, on behalf of itself and the County, as applicable, agrees that it:

(i) shall give the Authorized Municipal Representative prompt notice in writing upon its actual or constructive knowledge of the filing of each such claim and the institution of each such suit or action;

(ii) shall not adjust, settle or compromise any such claim, suit or action; and

(iii) shall permit the Municipality to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action. Notwithstanding the foregoing, the Municipality shall keep the Authority and the County informed as to the progress of any suit, claim or action, and the Municipality shall not reach a final settlement, adjustment or compromise without the Authority's and the County's, as applicable, prior approval, which approval shall not be unreasonably withheld.

Any cost incurred by the Authority for its own attorneys, experts' testimony costs and any and all costs to defend the Authority or any of its directors, officials, members, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Trustee for the benefit of the Authority by the Municipality as an Authority Administrative Expense constituting Additional Loan Payments under Section 3.1(b) hereof and shall be paid to the Authority by the Trustee in accordance with the provisions outlined in Section 505(3) of the Bond Resolution.

Any cost incurred by the County for its own attorneys, experts' testimony costs and any and all costs to defend the County or any of its directors, officials, members, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Trustee for the benefit of the County by the Municipality as County Guaranty Costs constituting Additional Loan Payments under Section 3.1(b) hereof and shall be paid to the County by the Trustee in accordance with the procedures outlined in Section 505(3) of the Bond Resolution and the provisions outlined in Section 6 of the County Guaranty Agreement.

SECTION 3.3. Nature of Obligations of the Municipality. The Municipality shall be obligated to pay all amounts under this Loan Agreement which constitute Basic Loan Payments, and Additional Loan Payments, including Authority Administrative Expenses and County Guaranty Costs, which amounts shall be sufficient to amortize Debt Service on the Series 2024 Bonds, to pay all costs of administering the program and to fulfill its payment obligations hereunder. **The obligation of the Municipality to pay Loan Payments and to pay all other amounts provided for in this Loan Agreement and to perform its obligations under this Loan Agreement shall be absolute and unconditional, and such Loan Payments and other amounts shall be payable without any rights of set-off,**

recoupment or counterclaim it might have against the Authority, the Trustee, the County or any other person.

The Municipality will not terminate this Loan Agreement or be excused from performing its obligations hereunder or be entitled to any abatement of its obligation to pay Loan Payments or any other amounts hereunder for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Improvement or Equipment, or the taking by eminent domain of title to or the right of temporary use of all or any part of the Improvement or Equipment, or the failure of the Authority or the County to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

SECTION 3.4. Municipal Loan Payment Obligation. Notwithstanding anything in this Loan Agreement to the contrary, the cost and expense of the performance by the Municipality of its obligations under this Loan Agreement and the incurrence of any liabilities of the Municipality under this Loan Agreement, including, without limitation, the obligation for the payment of all Basic Loan Payments and Additional Loan Payments and all other amounts required to be paid by the Municipality under this Loan Agreement, and the reimbursement of the County for County Guaranty Costs, is a direct and general obligation for which the full faith and credit of the Municipality is hereby pledged, which obligation is not subject to municipal appropriation and, unless the Loan Payments and such other amounts required to be paid by the Municipality under this Loan Agreement are paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes on all taxable property within the Municipality without limitation as to rate or amount.

SECTION 3.5. Municipal Prepayment in the Event of Optional Redemption. In the event of the exercise of an optional redemption of the Series 2024 Bonds by the Authority, the Municipality shall be obligated to make prepayments in whole or in part of such payments due as aforesaid of Basic Loan Payments, together with interest accrued and to accrue and, as applicable, redemption premium, if any, to be paid on the applicable Series 2024 Bonds. The Trustee shall apply such prepayments in such manner consistent with the Authority's directives and with the provisions of the Bond Resolution.

Any such whole or partial prepayment of Basic Loan Payments by the Municipality shall be applied by the Trustee to the redemption of the Series 2024 Bonds and the Municipality shall be entitled to a credit for the principal amount of Series 2024 Bonds redeemed against the amount or amounts due under the provisions of Section 3.1(a) hereof to the extent such principal amount of Series 2024 Bonds is similarly credited pursuant to the Bond Resolution against Basic Loan Payments required to be made by the Municipality and deposited in the Municipal Account in the Debt Service Fund.

SECTION 3.6. Nature of Obligations of the Authority. The cost and expense of the performance by the Authority of any of its obligations under this Loan Agreement shall be limited to the availability of the proceeds of Series 2024 Bonds of the Authority issued for such purposes or from other funds received by the Authority under this Loan Agreement and available for such purposes.

SECTION 3.7. Assignment of Loan Payments by Authority. It is understood that all of the Authority's rights to receive Loan Payments under this Loan Agreement (except its right to payments pursuant to Section 3.2 hereof) are to be assigned by the Authority to the Trustee pursuant to the Bond Resolution for the benefit of the Bondholders.

The Municipality agrees to pay to the Trustee at its principal institutional trust office all Loan Payments payable by the Municipality to the Authority pursuant to this Loan Agreement (except payments made directly to the Authority pursuant to Section 3.2 hereof). Except as provided in this Section 3.7 and the Bond Resolution, the Authority shall not assign this Loan Agreement or any payments under this Loan Agreement.

ARTICLE IV

LOAN TERM; RENEWAL

SECTION 4.1. Loan Term for Improvement(s) or Item(s) of Equipment.

The Loan Term for all Improvements or Items of Equipment shall terminate when the Series 2024 Bonds are no longer Outstanding and when the Municipality shall have paid to the Authority, County and Trustee all amounts due and owing pursuant to the provisions of this Loan Agreement. Except as set forth above, the Loan Term for all Improvements or Items of Equipment will not terminate for any reason, including all events specified in Sections 7.1 and 7.2 hereof.

Notwithstanding the above, in the event a Municipality fails to comply with the provisions of this Loan Agreement, the Authority, County and Trustee may pursue remedies in accordance with Article VII hereof.

SECTION 4.2. Effect of Noncompliance with Loan Agreement Provisions.

Upon the occurrence of an event referred to in Section 7.1 hereof, the Municipality shall continue to be liable for (1) the payment of Basic Loan Payments and Additional Loan Payments scheduled to become due on any succeeding Loan Payment Date or upon demand, as applicable, (2) the payment of any general, special, incidental, consequential or other damages resulting from such event of default and (3) any other loss suffered by the Authority and the County as a result of the Municipality's failure to take such actions as required.

ARTICLE V

COVENANTS OF MUNICIPALITY

SECTION 5.1. Maintenance of Improvements or Equipment by Municipality. The Municipality agrees that at all times during each Loan Term for each Improvement or Item of Equipment, the Municipality will, at the Municipality's own cost and expense, maintain, preserve and keep such Improvement or Item of Equipment in good repair, working order and condition, and that the Municipality will make or cause to be made all necessary and proper repairs, replacements and renewals thereto. The Authority and the County shall have no responsibility in any of these matters, or for the making of improvements or additions to such Improvement or Item of Equipment.

SECTION 5.2. Taxes, Other Governmental Charges and Utility Charges. In the event the ownership, use, possession or acquisition of any Improvement or Item of Equipment is found to be subject to taxation in any form, the Municipality will pay during the related Loan Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to any Improvement or Item of Equipment as well as all utility and other charges incurred in the operation, maintenance, use, preservation, occupancy and upkeep of any Improvement or Item of Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Municipality shall be obligated to pay only such installments as have accrued during the time the related Loan Term is in effect.

SECTION 5.3. Provisions Regarding Insurance. At its own expense, the Municipality shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate, to the satisfaction of the Authority, that adequate self-insurance is provided with respect to each Improvement or Item of Equipment, sufficient in each case to replace such Improvement or Item of Equipment and to protect the Authority from liability under all circumstances. The Municipality shall provide evidence of such insurance to the Authority and Trustee at any time the same is requested by such Authority or Trustee. The Municipality agrees to maintain and the Authority agrees to accept evidence of blanket insurance coverage which applies to all loan agreements. The Municipality will provide a copy of a blanket insurance policy or policies to the Authority as evidence of such coverage at any time the same is requested by such Authority or Trustee. All insurance policies shall provide that the Authority and the Trustee shall be provided with notice of renewal, cancellation or material changes to such policy thirty (30) days prior thereto. If the Municipality maintains a program of self-insurance for similar properties, the Municipality may insure each Improvement or Item of Equipment in its self-insurance program and shall provide an adequate insurance fund to pay losses.

Any insurance policy maintained pursuant to this Section 5.3 shall be so written or endorsed as to make losses, if any, payable to the Municipality, the Authority, the Trustee and the County as their respective interests may appear.

SECTION 5.4. Advances. In the event the Municipality shall fail to maintain the full insurance coverage required by this Loan Agreement or shall fail to keep any Improvement or Item of Equipment in good repair and operating condition, the Authority may

(but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same; and all amounts so advanced therefor by the Authority shall become immediately due and payable as Additional Loan Payments, which amounts, together with interest at the highest rate permitted by law until paid, the Municipality agrees to pay to the Authority.

SECTION 5.5. Financial Reports. The Municipality covenants to provide annually to the Authority, the County and the Trustee in a reasonable time, but in no event more than thirty (30) days after the same have been received by the Municipality (i) current financial statements and budgets for the ensuing Fiscal Year and (ii) such other financial information relating to the ability of the Municipality to continue to meet its obligations under this Loan Agreement as may be reasonably requested by the Authority and the County.

SECTION 5.6. Performance Bonds and Other Guaranty. In the event an advance, partial or progress payment is to be made with respect to any Improvement or Item of Equipment, the Municipality shall cause the contractor or subcontractor qualified to do business in the State for such Improvement or Item of Equipment to provide a performance bond or bonds, a letter of credit or any other form of financial guaranty covering with respect to such Improvement or Item of Equipment (1) performance of the contract and (2) payment for labor and materials.

Any performance bond or bonds, letter of credit or other form of financial guaranty shall be executed by a responsible surety company qualified to do business in the State and shall in each case be in an amount not less than one hundred percent (100%) of the contract price. Any performance bond, letter of credit or other form of financial guaranty provided pursuant to this Section 5.6 shall be made payable to the Municipality and the Authority as their respective interests may appear. The Proceeds from any performance bond provided pursuant to this Section 5.6 shall be paid over to the Trustee for deposit into the Municipal Account in the Proceeds Fund and applied as a credit toward the Basic Loan Payment obligations of the Municipality hereunder in accordance with the provisions of Section 507(1) and (2) of the Bond Resolution.

SECTION 5.7. Compliance with Laws. The parties to this Loan Agreement agree to comply with all laws of the State applicable to the performance of this Loan Agreement.

SECTION 5.8. Covenant Not To Affect the Tax Exempt Status of the Series 2024 Bonds. (1) The Municipality covenants and agrees that it shall not take any action or omit to take any action which would result in the loss of the exclusion of the interest on any Series 2024 Bonds from gross income for purposes of Federal income taxation as that status is governed by section 103(a) of the Code but only to the extent that the Authority intended at the time of the original issuance of such Series 2024 Bonds that the interest thereon be so excludable from gross income for purposes of Federal income taxation.

(2) Unless the Municipality receives the prior written approval of the Authority, the Municipality shall neither (A) permit any of either (i) the proceeds (such term to have the same meaning as when used in section 141(b) of the Code) of the Series 2024 Bonds paid to the Municipality for the Improvement or Equipment or (ii) the Improvement or Equipment financed (or refinanced) with the proceeds of the Series 2024 Bonds paid to the

Municipality, to be used (directly or indirectly) in any manner that would constitute "private business use" within the meaning of section 141(b)(6) of the Code, nor (B) use (directly or indirectly) any of the proceeds of the Series 2024 Bonds paid to the Municipality, to make or finance loans to persons other than governmental units (as such term is used in section 141(c) of the Code).

(3) Neither the Municipality nor any of its officers or members shall, pursuant to any arrangement, formal or informal, issue bonds in an amount related to the amount or for the purpose of payment of the Municipality's Loan Payments.

(4) The County shall have no obligation under the County Guaranty to pay to the Authority on behalf of the Municipality any moneys that may be due and owing to the Authority by the Municipality by reason of the Municipality's failure to comply with the provisions set forth in this Section 5.8 and Section 2.2 hereof.

SECTION 5.9. Representations and Warranties of Municipality. The Municipality represents and warrants as follows:

(a) It is a public body corporate and politic duly organized and existing under the laws of the State of New Jersey, and is authorized and empowered to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. By proper action of its governing body, it has duly authorized the execution and delivery of this Loan Agreement.

(b) The execution and delivery of this Loan Agreement, and the compliance with the provisions hereof, will not conflict with or constitute on the part of the Municipality a violation of, breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Municipality is bound, or, to the knowledge of the Municipality, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Municipality or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated hereby have been obtained.

(c) There is no action, suit, proceeding or investigation at law or in equity pending against the Municipality by or before any court or public agency, or, to the best of the knowledge of the Municipality, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby, or which in any way would adversely affect the validity of this Loan Agreement, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(d) No legislation has been enacted which in any way adversely affects the execution and delivery of this Loan Agreement by the Municipality, or the creation, organization or existence of the Municipality or the titles to office of any officers thereof, or the power of the Municipality to carry out its obligations under this Loan Agreement.

(e) Except as otherwise disclosed in the Official Statement pertaining to the offering and sale of the Series 2024 Bonds, the Municipality is not a party to any indenture,

loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its properties, assets, operations or conditions, financial or otherwise, or on its ability to carry out its obligations under this Loan Agreement.

SECTION 5.10. Municipal Notice: Appropriation for Loan Payments. The Municipality shall provide to the Authority, the Chief Financial Officer of the County or its designee and the Trustee on an annual basis as long as the County Guaranty is in effect and any Debt Service payments on the Series 2024 Bonds attributable to the Municipality remain Outstanding, within five (5) Business Days after the adoption of a temporary budget and/or the filing of the annual budget as introduced by the Municipality with the Division of Local Government Services, a certificate of the Chief Financial Officer of the Municipality certifying that the temporary budget and/or the annual budget contains a line item which represents an amount due under this Loan Agreement for all Loan Payments due during the Municipality's Fiscal Year. Such certificate shall have attached a copy of the page of the temporary budget and/or the budget on which the line item appears. The Municipality shall also provide to the Trustee, Authority and the Chief Financial Officer of the County or its designee, within five (5) Business Days thereof, notice of any revisions to such line item or the transfer of any moneys out of such line item. In the event such certificate described in the first sentence of this Section 5.10 is not received by the Trustee within sixty (60) days following the beginning of the Municipality's Fiscal Year or the Trustee otherwise has actual knowledge that the Municipality has revised its budget or transferred money out of a line item, the Trustee shall notify the Authority and the Chief Financial Officer of the County or its designee of such event(s) and the Authority and the County may take immediate action to cause all Loan Payments to be timely paid by the Municipality. For the purposes of this provision, the Trustee shall be deemed to have actual knowledge only if an officer of the institutional trust department of the Trustee has actual knowledge thereof.

By execution hereof, the Municipality expressly acknowledges the County's right to bring an action for immediate *ex parte* injunctive relief or other judicial proceeding to compel the Municipality to provide an appropriation for Loan Payments due under this Loan Agreement.

The Municipality shall also notify the Trustee, the Authority and the County of any change in the Fiscal Year of the Municipality within ten (10) Business Days of the adoption of the authorization therefor by the governing body of the Municipality.

SECTION 5.11. Third Party Beneficiaries. The Municipality and Authority by the execution hereof acknowledge that the covenants, representations and warranties set forth herein are for the benefit of the Trustee and the County.

SECTION 5.12. Secondary Market Disclosure. If, as determined by the Authority in its sole discretion, the Municipality is an Obligated Person as such term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Rule"), the Municipality covenants and agrees that as an Obligated Person pursuant to the Rule that it will execute, deliver, comply with and carry out the provisions of a Continuing Disclosure Agreement with the Authority (the "Continuing Disclosure Agreement"), which will set forth the obligation of the Municipality to file budgetary,

financial and operating data on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule. Notwithstanding any other provision of this Loan Agreement, the failure of the Municipality to comply with the provisions of the Continuing Disclosure Agreement shall not constitute an event of default pursuant to Article VII hereof and the Beneficial Owner of the Bonds (as defined in the Continuing Disclosure Agreement) may take such actions as set forth in the Continuing Disclosure Agreement as may be necessary and appropriate to cause the Municipality to comply with its obligations set forth under this Section 5.12 and in the Continuing Disclosure Agreement.

ARTICLE VI

TITLE

SECTION 6.1. Title To Improvement and Equipment. During the Loan Term and thereafter, title to the Improvement and Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the name of the Municipality.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1. Events of Default. An "event of default" or a "default" shall mean, whenever used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Municipality to pay or cause to be paid when due the payments to be paid under Section 3.1(a) hereof;

(b) Failure by the Municipality to pay when due any payment to be made under this Loan Agreement (other than payments under Section 3.1(a) hereof) which failure shall continue for a period of thirty (30) days after written notice thereof, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, the County or the Trustee;

(c) Failure by the Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in subsections (a) and (b) of this Section 7.1), which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority or the Trustee, unless the notifying party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the notifying party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the default is remedied; provided that, the failure of the Municipality to comply with the provisions of Section 5.12 hereof or the Continuing Disclosure Agreement shall not constitute an event of default hereunder; or

(d) The filing of a petition by the Municipality under any Federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Municipality or any of its property or assets shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or if such possession continues for more than thirty (30) days.

The foregoing provisions of subsection (c) of this Section 7.1 are subject to the following limitations: if by reason of acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any department, agency, political subdivision (not including the County or the Municipality) or official of either of them, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes, blizzards, or other storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery; partial or entire failure of utilities; or any cause or event not reasonably within the control of

the Municipality, the Municipality is unable, in whole or in part, to carry out its agreements herein contained, the Municipality shall not be deemed to be in default during the continuance of such inability. The Municipality agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of opposing party or parties when such course is in the judgment of the Municipality unfavorable to the Municipality.

Notwithstanding the above, an Event of Default under this Article VII shall not be construed as an Event of Default under the Bond Resolution.

SECTION 7.2. Remedies. Whenever any Event of Default referred to in Section 7.1 hereof shall have happened and be continuing, any one or more of the following remedial steps may be taken, provided that, where applicable, written notice of the default has been given to the Municipality by the Authority or by the Trustee and the default has not been cured:

(a) the Authority may accelerate the Loan Payments owed by the Municipality, holding the Municipality liable for all Loan Payments and other amounts due to the Authority under the terms of this Loan Agreement, including, but not limited to, County Guaranty Costs to the extent the County remains unreimbursed therefor; and

(b) the Authority and the County may take whatever action at law or in equity which may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of the Municipality under this Loan Agreement.

Any amounts collected pursuant to actions taken under subsections (a) and (b) of this Section 7.2 shall be applied in accordance with the provisions of the Bond Resolution. If the Bond Resolution has been discharged and the County fully reimbursed for County Guaranty Costs and all costs of the Authority, if any, shall have been paid, any remaining amounts collected pursuant to actions taken under subsection (b) of this Section 7.2 shall be paid to the Municipality by the Trustee.

SECTION 7.3. Reinstatement. Notwithstanding the provisions of Sections 4.1, 4.2 and 7.2 hereof, if, after the acceleration of the Loan Payments upon occurrence of an event of default, all arrears of interest on such overdue Loan Payments and the Loan Payments which have become due and payable otherwise than by acceleration, and all other sums payable under this Loan Agreement, except Loan Payments due and payable as a result of acceleration, shall have been paid by or for the account of the Municipality or provision satisfactory to the Trustee shall have been made, all other things shall have been performed in respect of which there was a default or provision deemed by the Trustee to be adequate shall be made therefor and there shall have been paid the reasonable fees and expenses, including Additional Loan Payments, Authority Administrative Expenses (including reasonable attorneys' fees paid or incurred) and County Guaranty Costs, where applicable,

and such acceleration under this Loan Agreement is rescinded, the Trustee shall waive the Municipality's default without further action by the Authority and the Authority and the Trustee shall be restored to their former positions and rights under the Bond Resolution and this Loan Agreement. Upon such payment and waiver, this Loan Agreement shall be fully reinstated as if it had never been accelerated. No such restoration of the Authority and the Trustee shall extend to or affect any subsequent default under the Bond Resolution or impair any right consequent or incidental thereto.

SECTION 7.4. Payments by County. (a) If an event of default referred to in Section 7.1 (a) hereof shall have happened and be continuing and there remains outstanding Basic Loan Payments which have not been paid to the Trustee pursuant to the terms of this Loan Agreement (which determination shall be made by the Trustee as at the close of business on any Loan Payment Date), the Trustee, on behalf of the Authority, shall notify the nonpaying Municipality, the Authority and the Chief Financial Officer of the County or its designee, in writing not later than 3:00 p.m. of the second Business Day after such Loan Payment Date, of the failure of the Municipality to pay its Basic Loan Payments on the Loan Payment Date, which notice shall state the amount of any such deficiency as at the close of business on the Loan Payment Date, the identity of the defaulting Municipality, the date by which the deficiency must be cured by the Municipality (which date shall not be later than thirty (30) days before the next ensuing Interest Payment Date and Principal Installment Date, as applicable). If the nonpayment of the Municipality is not cured thirty (30) days prior to the applicable Interest Payment Date and Principal Installment Date in accordance with the provisions of such notice, the Trustee shall so notify the County in writing and the County shall pay to the Trustee not later than two (2) Business Days prior to such Interest Payment Date and Principal Installment Date, as applicable, any and all amounts in immediately available funds required to pay Debt Service on the Series 2024 Bonds allocable to such Municipality for such Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the above, the Authority and the Trustee shall undertake all diligent efforts to pursue the Municipality and cause it to pay all amounts due and owing to the Authority and the County, as applicable, under this Loan Agreement prior or subsequent to an Interest Payment Date and Principal Installment Date.

(b) The County shall take all actions necessary and permitted by law, which actions may include *ex parte* actions, to make payment of an amount equal to the deficiency owed by any nonpaying Municipality, which amount, when added to available amounts on deposit in such nonpaying Municipality's Municipal Account in the Debt Service Fund, shall be sufficient to pay the principal of and interest on the Bonds due on the next ensuing Interest Payment Date and Principal Installment Date, as applicable.

(c) Any amounts so paid by the County to the Trustee to cure any deficiency in the Debt Service Fund with respect to any nonpaying Municipality pursuant to the County Guaranty shall be reimbursed by the Municipality pursuant to the provisions of the Ordinance authorizing the execution of this Loan Agreement and Section 3.4 hereof, including County Guaranty Costs.

(d) The Trustee shall promptly notify the Authority and the County of any delinquent Basic Loan Payments received by the Trustee from the Municipality at any time after a Loan Payment Date, but prior to an Interest Payment Date and Principal

Installment Date, as applicable, which notice shall be received by the Authority and the County not later than two (2) Business Days after receipt of any such payments.

(e) Notwithstanding the provisions of subsection (a) above, in the event the Municipality forwards a Basic Loan Payment to the Trustee subsequent to an Interest Payment Date and Principal Installment Date, as applicable, but before the next succeeding Interest Payment Date and Principal Installment Date, as applicable, and to the extent the County has made a payment with respect thereto and has incurred County Guaranty Costs, then pursuant to Sections 508, 708 and 709 of the Bond Resolution, the County shall be entitled to receive such late Basic Loan Payments payment immediately upon deposit of such moneys in the Municipal Account in the Debt Service Fund and the Trustee shall pay such late Basic Loan Payment to the County free and clear of the lien and pledge of the Bond Resolution; provided, however, the County shall have the option of determining whether such late Basic Loan Payment shall be applied to the payment of Basic Loan Payments of the Municipality on the next succeeding Interest Payment Date and Principal Installment Date, as applicable. An Authorized County Representative shall direct the Trustee in writing as to the application of such late Loan Payment.

(f) If the Authority has received moneys from whatever source for a Loan Payment pursuant to Section 7.2 hereof and (i) the County has incurred County Guaranty Costs pursuant to subsection 7.4(a) hereof, which payments have not been reimbursed by the Municipality, and (ii) there are moneys remaining and available in any Fund or Account under the Bond Resolution when all Loan Terms expire and the Series 2024 Bonds are no longer Outstanding, then, pursuant to Section 511 of the Bond Resolution, the Trustee shall pay over to the County all amounts due and owing to the County for County Guaranty Costs to the extent moneys are legally available therefor under the Bond Resolution.

SECTION 7.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority, the County or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the County or the Trustee to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 7.6. No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Successors and Assigns. This Loan Agreement shall inure to the benefit of the Municipality, the Authority, the County, the Trustee and their respective successors and assigns and shall be binding upon the Municipality and the Authority and their respective successors and assigns.

SECTION 8.2. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8.3. Amendments, Changes and Modifications. Except as otherwise provided in this Loan Agreement or in the Bond Resolution, subsequent to the issuance of the Series 2024 Bonds and prior to payment or provision for the payment of all Series 2024 Bonds in full and any other obligations incurred by the Authority to pay the Cost of Improvements or Equipment, including interest, premiums and other charges, if any, thereon, and payment or provision for the payment of Authority Administrative Expenses and County Guaranty Costs, this Loan Agreement may not be amended, changed, modified, altered or terminated so as adversely to affect the interests of the holders of the Series 2024 Bonds without the prior written consent of the County and the holders of at least fifty-one percent (51%) in aggregate principal amount of the Series 2024 Bonds then Outstanding; provided, further, that no such amendment, change, modification, alteration or termination will reduce the percentage of the aggregate principal amount of the Outstanding Series 2024 Bonds, the consent of the holders of which is required for any such amendment, change, modification, alteration or termination or decrease the amount of any payment required to be made under this Loan Agreement or extend the time of payment thereof. This Loan Agreement may be amended, changed, modified and altered without the consent of the holders of Series 2024 Bonds (but with the prior written consent of the County) to provide necessary changes only to cure any ambiguity, correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein or to provide other changes which will not adversely affect the interests of such holders. No other amendment, change, modification, alteration or termination of this Loan Agreement shall be made other than pursuant to a written instrument signed by an Authorized Authority Representative and the Municipality and consented to in writing by the County and in accordance with the Bond Resolution and this Loan Agreement. Copies of any amendments to this Loan Agreement shall be filed with the County and the Trustee.

For all purposes of this Section 8.3, the Trustee shall be entitled to rely upon a Favorable Opinion of Bond Counsel, which Bond Counsel shall be satisfactory to the Trustee, with respect to the extent, if any, as to which any action adversely affects the interests of the County or any holders of Series 2024 Bonds then Outstanding.

SECTION 8.4. Amounts Remaining under Bond Resolution. Upon expiration of the Loan Term, it is agreed by the parties hereto that any amounts remaining in any Fund or Account created under the Bond Resolution, after payment in full of the Series 2024 Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution) and the fees, charges and expenses of the Fiduciaries,

the County and the Authority in accordance with the Bond Resolution and this Loan Agreement, shall belong to and be paid to the Municipality pursuant to Section 511 of the Bond Resolution. Notwithstanding the above, if the Series 2024 Bonds shall have been defeased in accordance with Section 1301 of the Bond Resolution, any moneys held by a Fiduciary in trust for the payment and discharge of any Bonds that remain unclaimed for five (5) years (or such other time period as may be set forth at N.J.S.A. 46:30B-37) shall be repaid by the Fiduciary to the State Treasurer in accordance with the provisions of N.J.S.A. 46:30B-1 et seq., free and clear of the lien created by the Bond Resolution.

SECTION 8.5. Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8.6. Notices and Demands. All notices, demands or other communications provided for in this Loan Agreement shall be in writing and shall be delivered personally, by facsimile transmission (with written confirmation of receipt) in accordance herewith and sent by certified or registered mail, personal delivery or recognized overnight delivery to (i) the Municipality at _____, New Jersey _____, Attn: _____, (ii) the Authority at 101 Interchange Plaza, Cranbury, New Jersey 08512, Attn: Chairman, (iii) Bond Counsel to the Authority, McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068, Attention: Matthew D. Jessup, Esq., (iv) the Trustee at 12000 Horizon Way, 3rd Floor, Mount Laurel, New Jersey 08054, Attn: Institutional Trust Department/Tifanie Kline, (v) the County at the Middlesex County Administration Building, John F. Kennedy Square, 75 Bayard Street, New Brunswick, New Jersey 08901, Attn: Clerk of Board of County Commissioners and the Chief Financial Officer of the County and (vi) Office of County Counsel, Middlesex County Administration Building, John F. Kennedy Square, 75 Bayard Street, New Brunswick, New Jersey 08901, Attn: Thomas F. Kelso, Esq., or to such other representatives or addresses as the Authority, the Municipality, the Trustee or the County may from time to time designate by written notice to the parties hereto or beneficiaries hereof.

SECTION 8.7. Headings. The Article and Section headings in this Loan Agreement are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

SECTION 8.8. Non-Waiver. It is understood and agreed that nothing contained in this Loan Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Loan Agreement.

SECTION 8.9. Survival of Loan Agreement. Notwithstanding anything else to the contrary herein, the provisions of Sections 2.2(a) and (d), 3.2 and 6.1 shall survive the expiration of the Loan Term and the final maturity of the Series 2024 Bonds.

SECTION 8.10. Governing Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Authority has caused this instrument to be signed by its Chairman as its duly authorized officer and its official seal to be hereunto affixed and the Municipality has caused this instrument to be executed in its name by its Mayor and its official seal to be hereunto affixed, all as of the day and year first above written.

**Witness as to the Middlesex
County Improvement Authority**

**MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY**

CHRISTINE D'AGOSTINO
Secretary/Treasurer

JAMES P. NOLAN,
Chairman

(SEAL)

Witness as to the Municipality

[MUNICIPALITY]

(SEAL)

**APPROVED AND ACCEPTED:
COUNTY OF MIDDLESEX**

RONALD G. RIOS,
Director
Board of County Commissioners

EXHIBIT A

**2024 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM
DESCRIPTION OF VARIOUS CAPITAL IMPROVEMENTS AND EQUIPMENT AND
ANNUAL LOAN PAYMENTS**

SEE ATTACHED SCHEDULE A

EXHIBIT B

CERTIFICATE AS TO AUTHORIZED MUNICIPAL REPRESENTATIVE

I, _____, the duly elected/appointed and acting _____ of the _____ of _____, in the County of Middlesex (the "Municipality"), a municipal corporation of the State of New Jersey, DO HEREBY CERTIFY that I am duly authorized under the Loan Agreement (as hereinafter defined) to execute and deliver this certificate on behalf of the Municipality. I DO HEREBY FURTHER CERTIFY as follows:

1. _____ is the _____ of the Municipality.

2. _____ is the _____ of the Municipality.

3. The following individual(s) have each been designated as Authorized Municipal Representatives in accordance with the provisions of the Loan Agreement and each are duly qualified, empowered and authorized so to act on behalf of the Municipality and to deliver documents on behalf of the Municipality.

<u>Name</u>	<u>Signature</u>
_____	_____
_____	_____

Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed thereto in a Loan and Security Agreement dated as of _____, 2024 by and between the Middlesex County Improvement Authority and the Municipality and approved by the County of Middlesex (the "Loan Agreement").

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2024.

_____ **OF** _____

Name:
Title:

EXHIBIT C

The name/address/phone number of the Trustee is:

TD Bank, National Association
12000 Horizon Way, 3rd Floor
Mount Laurel, New Jersey 08054
Attention: Institutional Trust Department/Tifanie Kline

Phone number (856) 685-5140
Fax number (856) 685-5267
Email: tifanie.kline@td.com

Fed-Wire Instructions:

TD Bank, National Association
ABA Number 011600033
TD Wealth Management
A/C 60157930
Reference: MCIA 2024 – County of Middlesex
Attention: Tifanie D. Kline

Exhibit B – Loan Ordinance

<u>Quantity</u>	<u>Equipment</u>	<u>Amount</u>	<u>Useful Life</u>
1	Freightliner Multi-Body Dump Truck	\$260,000	5 years
	Total	\$260,000	

**RESOLUTION NO. 7-24-179
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION ACTION ON PERFORMANCE BOND RELEASE –
SUBURBAN REAL DEVELOPMENT, LLC**

WHEREAS, on April 5, 2022, Suburban Development LLC, posted with the Borough of Highland Park a performance bond No. RU101503, issued by First Indemnity of American Insurance Company in the amount of \$76,053.00 and a cash performance bond in the amount of \$8,450.33, for a total amount of \$84,503.33, in connection with preliminary and final major subdivision application and design standard exceptions on the property known as 238 Clevealnd Avenue, Block 403, Lots 31-33, in the Borough of Highland Park; and

WHEREAS, on April 16, 2024, by Resolution 4-24-126, adopted by the Highland Park Council request for release of performance bond No. RU101503, issued by First Indemnity of American Insurance Company in the amount of \$76,053.00 and a cash performance bond in the amount of \$8,450.33, for a total amount of \$84,503.33 was denied per the Botough Engineer’s Report dated March 25, 2024; and

WHEREAS, on June 18, 2024, by Resolution 6-24-169, adopted by the Highland Park Council request for release of performance bond No. RU101503, issued by First Indemnity of American Insurance Company in the amount of \$76,053.00 and a cash performance bond in the amount of \$8,450.33, for a total amount of \$84,503.33 was denied per the Botough Engineer’s Report dated June 4, 2024; and

WHEREAS, the developer for the referenced project has requested that the release of performance bonds; and

WHEREAS, the Borough Engineer has conducted a site inspection of this project and filed report dated June 17, 2024 recommending the release of Performance Bond No. RU101503, issued by First Indemnity of American Insurance Company in the amount of \$76,053.00 and a cash performance bond in the amount of \$8,450.33; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that

1. The Performance Bond posted by Suburban Real Estate Development, LLC , issued by First Indemnity of American Insurance Company in the amount of \$76,053.00 and a cash performance bond in the amount of \$8,450.33, shall be and is hereby released subject to the following:
 - Posting of a 2 Year Maintenance Bond in the amount of \$12,675.50.
 - Payment of any outstanding engineering inspection fees.
 - Payment of any outstanding Borough fees.
2. Certified copies of this Resolution be forwarded to the Finance Department, Borough Engineer, Construction Official, and Suburban Real Estate Development, LLC.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-180
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING THE PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE IF BLOCK 2201, LOTS 6, 7, 9, 10, 46, 47, AND 48 CONSTITUTE AN AREA IN NEED OF REDEVELOPMENT WITH POWERS OF EMINENT DOMAIN PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, *N.J.S.A. 40A:12A-1 ET SEQ.*, AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOONEY RICKS KISS TO CONDUCT THE AREA IN NEED OF REDEVELOPMENT STUDY

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(a)*, to determine whether certain parcels of land constitute areas in need of redevelopment under the Redevelopment Law, the Borough Council (the “**Council**”) of the Borough of Highland Park (the “**Borough**”) must authorize the Borough Planning Board (the “**Planning Board**”) to conduct a preliminary investigation of the area and make recommendations to the Council; and

WHEREAS, the Council believes it is in the best interest of the Borough that an investigation occur with respect to certain parcels within the Borough and therefore authorizes and directs the Planning Board to conduct an investigation of the properties located on Block 2201, Lots 6, 7, 9, 10, 46, 47, and 48 (the “**Condemnation Study Area**”) to determine whether all or a portion of the Condemnation Study Area meets the criteria set forth in the Redevelopment Law, specifically *N.J.S.A. 40A:12A-3* or *5*, and whether the Condemnation Study Area should be designated as an area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Condemnation Study Area, authorizes the Borough and Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain pursuant to *N.J.S.A. 40A:12A-8(c)* (as designated, a “**Condemnation Redevelopment Area**”); and

WHEREAS, the Council has determined that it is in the best interests of the Borough to direct the Planning Board to undertake a preliminary investigation of the Study Area pursuant to the procedures of the Redevelopment Law, and to provide its recommendations to the Council; and

WHEREAS, LRK, Inc. (“**LRK**”) provided the Borough with a proposal, attached hereto as Exhibit A, (the “**Area in Need Study Proposal**”) setting forth the manner and costs of preparation of an area in need study for the Condemnation Study Area; and

WHEREAS, the Borough wishes to enter into an agreement with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon the completion the

area in need study for the Condemnation Study Area, whichever is earlier, and for a contract amount not to exceed \$15,000.00 to be paid in accordance with the rates set forth in the Area in Need Study Proposal; and

WHEREAS, the Borough hereby certifies that it has funds available to compensate LRK for the preparation of an area in need study in Account No. C-04-55-809-001 for an amount not to exceed \$15,000.00, as reflected by the certification of funds by the Chief Financial Officer, no. 2024-61; and

WHEREAS, said services are of a professional nature as to come within the purview of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as being contracts for rendition of professional services that do not require competitive bidding; and

WHEREAS, notice of the award of these contracts shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

NOW THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, NEW JERSEY AS FOLLOWS:

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

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether the Condemnation Study Area satisfies the criteria set forth in *N.J.S.A. 40A:12A-5* to be designated as a Condemnation Redevelopment Area.

Section 3. As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Condemnation Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, specifically *N.J.S.A. 40A:12A-6*, after giving due notice of (i) the proposed boundaries of the Condemnation Study Area and stating that a map has been prepared and can be inspected at the Borough clerk's office and (ii) the date of the hearing to any persons who are interested in or would be affected by a determination that the Condemnation Study Area is Condemnation Redevelopment Area. The notice of the hearing shall specifically state that the Condemnation Redevelopment Area determination shall authorize the Borough and the Council to exercise the power of eminent domain to acquire any property in the delineated area, for the Condemnation Study Area is being investigated as a Condemnation Redevelopment Area.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Condemnation Study Area is a Condemnation Redevelopment Area. All objections to a determination that the Condemnation Study Area is a Condemnation Redevelopment Area and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Condemnation Study Area, and conducting a public hearing at which all objections to the designation are received and considered, the Planning Board shall make a recommendation to the Council as to whether the Council should designate all or some of the Condemnation Study Area as a Condemnation Redevelopment Area.

Section 7. The designation of all or some of the Condemnation Study Area as a Condemnation Redevelopment Area, if such designation is made, shall authorize the Borough and Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain.

Section 8. The Borough Council hereby authorizes a professional services contract with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon the completion of the area in need study for the Condemnation Study Area, whichever is earlier, and for a contract amount not to exceed \$15,000.00, to be paid in accordance with the rates set forth in the Area in Need Study Proposal, all subject to the terms and conditions of the Borough’s form professional services agreement.

Section 9. The Mayor is hereby authorized and directed to execute professional services contracts in the form of the Area in Need Study Proposal attached hereto as Exhibit A, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

Section 10. The Borough Clerk is hereby authorized and directed, upon execution of the Area in Need Study Proposal and Redevelopment Plan Proposal in accordance with Section 4 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed to affix the corporate seal of the Borough upon such documents.

Section 11. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of the Borough of Highland Park at a meeting held on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

Exhibit A

Area in Need Study Proposal

**Professional Services Agreement to
Perform a Preliminary Investigation of
Block 2201, Lots 6, 7, 9, 10, 46, 47, and 48
as a Potential Area in Need of Redevelopment
with Condemnation Powers**

This agreement made and entered into this ____ day of _____, 2024, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Borough,” and LRK Inc. (LRK), a planning and community design firm whose address is 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, hereinafter referred to as the “Contractor.”

WHEREAS, the New Jersey Local Redevelopment and Housing Law (the “LRHL”), at N.J.S.A. 40A:12A-1 et seq., as amended and supplemented authorizes municipalities to determine whether certain parcels of land within the municipality constitute an “Area in Need of Redevelopment.”

WHEREAS, the Borough Council, at its regular meeting of _____, 2024 adopted Resolution No. _____, authorizing the Planning Board to undertake a Preliminary Investigation of the Sunoco gas station property and certain adjacent parcels as specifically identified on the Borough Tax Maps as **Block 2201, Lots 6, 7, 9, 10, 46, 47, and 48, along with all streets, alleys, and other rights of way appurtenant thereto** (collectively, the “Study Area” and as depicted on the map in Exhibit A) to determine whether all or a portion of the Study Area meets the criteria set forth in the LRHL, and whether all or a portion of said Study Area should be designated as an “Area in Need of Redevelopment,” with condemnation powers.

WHEREAS, the majority of the Study Area – with the exception of Lots 10, 47, and 48 – has been designated as an “Area in Need of Redevelopment” since or prior to 2005 and the entire Study Area has been designated as an “Area in Need of Rehabilitation” since 2016.

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area authorizes the Borough Council to use all those powers provided by the LRHL for use in a redevelopment area, including potentially the power of eminent domain, and therefore is referred to as a “Condemnation Redevelopment Area.”

NOW, THEREFORE, BE IT AGREED between the Borough and the Contractor that the Borough Council will retain the services of the Contractor to perform a Preliminary Investigation to determine whether part of the entirety of the Study Area as defined above is a “Condemnation Area in Need of Redevelopment Area” in accordance with statutory criteria as set forth in the LRHL.

COMPENSATION

Services for the Preliminary Investigation of the Study Area will be provided for a **fixed fee of \$12,000**. Additionally, services related to the preparation of presentation materials, preparation for and attendance at Planning Board meeting(s) and Redevelopment Entity /

Borough Council meeting(s) in support of the project will be provided as **time and materials not to exceed \$3,000**, with hourly rates and reimbursable expenses as outlined in Exhibit C.

In summary, the TOTAL fee will not exceed \$15,000.

SERVICES RELATING TO ANY ARBITRATION, MEDIATION, OR LAWSUIT

Any and all efforts, reports, reviews, meetings, consultations, depositions, appearances, etc. requested of the Contractor or its forces and subconsultants relating or pertaining to any form of arbitration, mediation or lawsuit between the Borough and any third party will be provided; and compensation will be invoiced to the Borough at then current LRK hourly rates.

MANDATORY LANGUAGE

The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-1 et seq., promulgated pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as it shall be amended and supplemented from time to time), and the Contractor agrees to comply fully with the terms, provisions and conditions regarding affirmative action which are included herein as Exhibit B to this Agreement. The Contractor has previously filed with the Borough Clerk, the employee information report (Form AA302), which is still in effect.

PROFESSIONAL LIABILITY

Due to the nature of providing planning consulting services, it is understood and agreed that any and all liabilities of the Contractor relating to or arising out of this Agreement shall be limited to a maximum of the net fee received by the Contractor for all services rendered for each respective Project or part thereof, not including reimbursable expenses and subconsultants.

INDEMNIFICATION

The Contractor hereby agrees and covenants to indemnify the Borough against any and all obligations or liabilities, indebtedness, claims, demands, suits or causes of action resulting from the performance of the within contract insofar as such consequences result from acts which constitute professional negligence or intentional torts of The Contractor, its agents, servants or employees.

INSURANCE

The Contractor shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

- (a) Special form, comprehensive, or commercial General Liability Insurance coverage against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage.
- (b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and,

(c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Contractor shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Contractor shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

WRITTEN NOTICE

Any notices required to be given hereunder shall be in writing and, unless notified to the contrary, personally served or delivered, by registered mail, to the party's address as follows:

To the Borough: BOROUGH OF HIGHLAND PARK
 221 SOUTH FIFTH AVENUE
 HIGHLAND PARK, NEW JERSEY 08904
 ATTN: TERI JOVER, BOROUGH ADMINISTRATOR

To Contractor: LRK INC.
 1218 CHESTNUT STREET, 5TH FLOOR
 PHILADELPHIA, PA 19107
 ATTN: JAMES CONSTANTINE, PP, PRINCIPAL

IN WITNESS THEREOF, the Borough of Highland Park and the Contractor have caused this Agreement to be duly executed by their proper agents who have been expressly authorized to execute this Agreement on their behalf as of the day and year first above written.

ATTEST:

Borough of Highland Park

By: _____

By: _____

JENNIFER SANTIAGO, Municipal Clerk

ELSIE FOSTER, Mayor

LRK INC.

By: _____

JAMES CONSTANTINE, PP, Principal

Exhibit A

Study Area Map

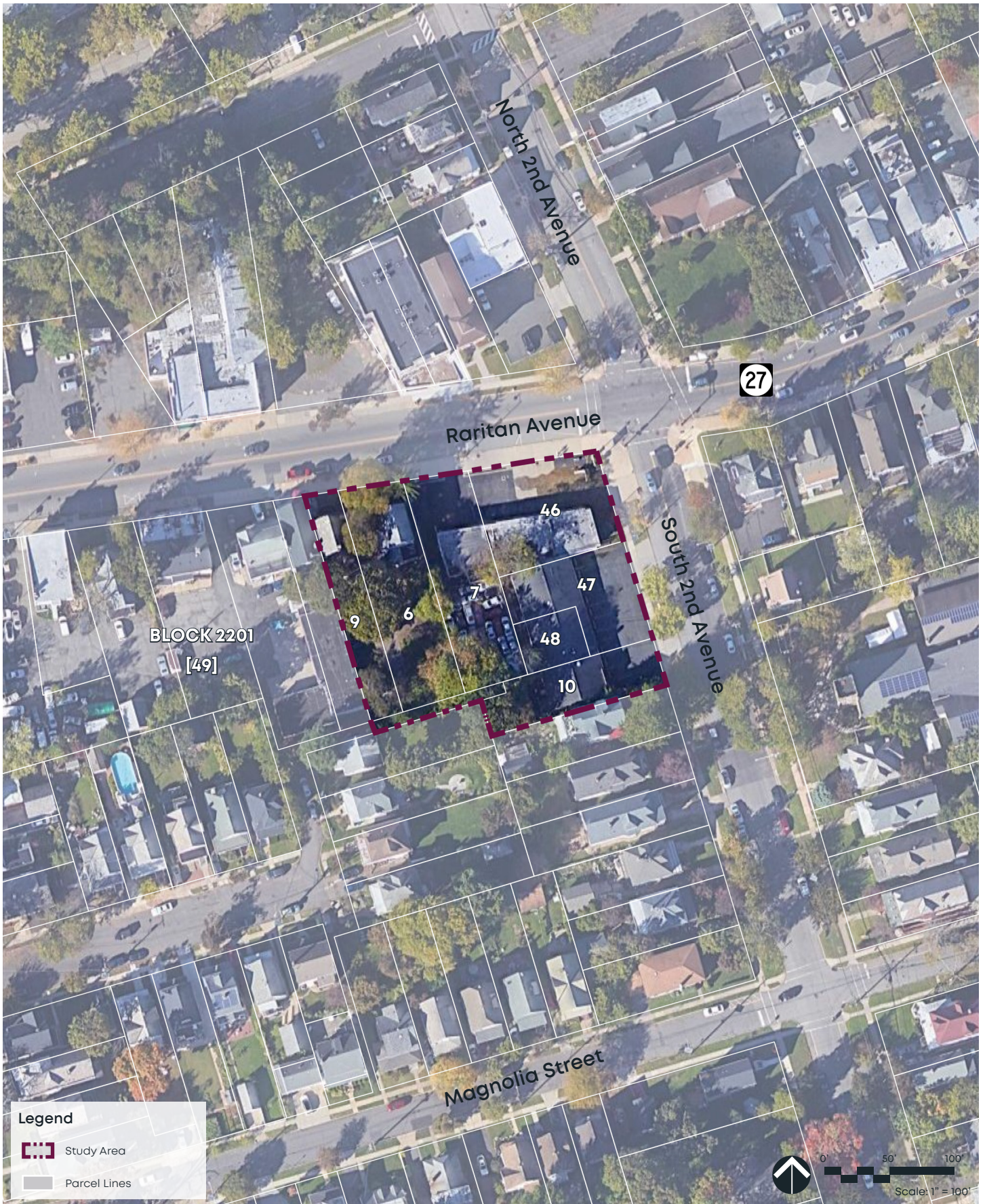


EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(Mandatory Language pursuant to N.J.A.C. 17:27-3.5)

[The] contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

(Mandatory Language pursuant to N.J.A.C. 17:27-3.7)

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(Reference Language pursuant to N.J.A.C. 17:27-11.1)

The contractor and its subcontractors shall furnish such reports and other documents to the Division or the Department as may be requested by the Division or the Department from time to time in order to carry out the purposes of these rules, and public agencies shall furnish such information as may be requested by the Division or the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.

ACKNOWLEDGEMENTS

PRINT NAME _____

SIGNATURE _____

TITLE _____

COMPANY NAME _____

ADDRESS _____

EXHIBIT C

COMPENSATION FOR SERVICES

The Contractor and staff shall be compensated by the Borough as per the Borough Planner Professional Services Agreement.

Reimbursable expenses will be invoiced at direct cost multiplied by a 10% handling fee and will include travel expense, document printing and reproduction, overnight delivery service (such as FedEx), and all other authorized expenditures. Reimbursable expense shall be included in invoices for professional fees.

Such payment shall be full compensation for work performed or services rendered necessary, including reimbursable expenses, to complete the scope of work. Payments to the Contractor shall follow submission of the Contractor's monthly invoices and shall be made within 30 days from submission of each invoice.

**RESOLUTION NO. 7-24-181
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING THE PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE IF BLOCK 1704, LOTS 43, 46, AND 49 CONSTITUTE AN AREA IN NEED OF REDEVELOPMENT WITH POWERS OF EMINENT DOMAIN PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 ET SEQ., AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOONEY RICKS KISS TO CONDUCT THE AREA IN NEED OF REDEVELOPMENT STUDY

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(a)*, to determine whether certain parcels of land constitute areas in need of redevelopment under the Redevelopment Law, the Borough Council (the “**Council**”) of the Borough of Highland Park (the “**Borough**”) must authorize the Borough Planning Board (the “**Planning Board**”) to conduct a preliminary investigation of the area and make recommendations to the Council; and

WHEREAS, the Council believes it is in the best interest of the Borough that an investigation occur with respect to certain parcels within the Borough and therefore authorizes and directs the Planning Board to conduct an investigation of the properties located on Block 1704, Lots 43, 46, and 49 (the “**Condemnation Study Area**”) to determine whether all or a portion of the Condemnation Study Area meets the criteria set forth in the Redevelopment Law, specifically *N.J.S.A. 40A:12A-3* or *5*, and whether the Condemnation Study Area should be designated as an area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Condemnation Study Area, authorizes the Borough and Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain pursuant to *N.J.S.A. 40A:12A-8(c)* (as designated, a “**Condemnation Redevelopment Area**”); and

WHEREAS, the Council has determined that it is in the best interests of the Borough to direct the Planning Board to undertake a preliminary investigation of the Study Area pursuant to the procedures of the Redevelopment Law, and to provide its recommendations to the Council; and

WHEREAS, LRK, Inc. (“**LRK**”) provided the Borough with a proposal, attached hereto as Exhibit A, (the “**Area in Need Study Proposal**”) setting forth the manner and costs of preparation of an area in need study for the Condemnation Study Area; and

WHEREAS, the Borough wishes to enter into an agreement with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon the completion the

area in need study for the Condemnation Study Area, whichever is earlier, and for a contract amount not to exceed \$12,500.00, to be paid in accordance with the rates set forth in the Area in Need Study Proposal; and

WHEREAS, the Borough hereby certifies that it has funds available to compensate LRK for the preparation of an area in need study in Account No. C-04-55-809-001 for an amount not to exceed \$12,500.00, as reflected by the certification of funds by the Chief Financial Officer, no. 2024-62; and

WHEREAS, said services are of a professional nature as to come within the purview of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as being contracts for rendition of professional services that do not require competitive bidding; and

WHEREAS, notice of the award of these contracts shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i)

NOW THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, NEW JERSEY AS FOLLOWS:

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

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether the Condemnation Study Area satisfies the criteria set forth in *N.J.S.A. 40A:12A-5* to be designated as a Condemnation Redevelopment Area.

Section 3. As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Condemnation Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, specifically *N.J.S.A. 40A:12A-6*, after giving due notice of (i) the proposed boundaries of the Condemnation Study Area and stating that a map has been prepared and can be inspected at the Borough clerk's office and (ii) the date of the hearing to any persons who are interested in or would be affected by a determination that the Condemnation Study Area is Condemnation Redevelopment Area. The notice of the hearing shall specifically state that the Condemnation Redevelopment Area determination shall authorize the Borough and the Council to exercise the power of eminent domain to acquire any property in the delineated area, for the Condemnation Study Area is being investigated as a Condemnation Redevelopment Area.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Condemnation Study Area is a Condemnation Redevelopment Area. All objections to a determination that the Condemnation Study Area is a Condemnation Redevelopment Area and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Condemnation Study Area, and conducting a public hearing at which all objections to the designation are received and considered, the Planning Board shall make a recommendation to the Council as to whether the Council should designate all or some of the Condemnation Study Area as a Condemnation Redevelopment Area.

Section 7. The designation of all or some of the Condemnation Study Area as a Condemnation Redevelopment Area, if such designation is made, shall authorize the Borough and Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, including the power of eminent domain.

Section 8. The Borough Council hereby authorizes a professional services contract with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon the completion of the area in need study for the Condemnation Study Area, whichever is earlier, and for a contract amount not to exceed \$12,500.00, to be paid in accordance with the rates set forth in the Area in Need Study Proposal, all subject to the terms and conditions of the Borough’s form professional services agreement.

Section 9. The Mayor is hereby authorized and directed to execute professional services contracts in the form of the Area in Need Study Proposal attached hereto as Exhibit A, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

Section 10. The Borough Clerk is hereby authorized and directed, upon execution of the Area in Need Study Proposal and Redevelopment Plan Proposal in accordance with Section 4 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed to affix the corporate seal of the Borough upon such documents

Section 11. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of the Borough of Highland Park at a meeting held on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

Exhibit A

Area in Need Study Proposal

**Professional Services Agreement to
Perform a Preliminary Investigation of
Block 1704, Lots 43, 46, and 49
as a Potential Area in Need of Redevelopment
with Condemnation Powers**

This agreement made and entered into this ____ day of _____, 2024, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Borough,” and LRK Inc. (LRK), a planning and community design firm whose address is 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, hereinafter referred to as the “Contractor.”

WHEREAS, the New Jersey Local Redevelopment and Housing Law (the “LRHL”), at N.J.S.A. 40A:12A-1 et seq., as amended and supplemented authorizes municipalities to determine whether certain parcels of land within the municipality constitute an “Area in Need of Redevelopment.”

WHEREAS, the Borough Council, at its regular meeting of _____, 2024 adopted Resolution No. _____, authorizing the Planning Board to undertake a Preliminary Investigation of the Classic Cleaners parcels as specifically identified on the Borough Tax Maps as **Block 1704, Lots 43, 46, and 49** (collectively, the “Study Area” and as depicted on the map in Exhibit A) to determine whether all or a portion of the Study Area meets the criteria set forth in the LRHL, and whether all or a portion of said Study Area should be designated as an “Area in Need of Redevelopment,” with condemnation powers.

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area authorizes the Borough Council to use all those powers provided by the LRHL for use in a redevelopment area, including potentially the power of eminent domain, and therefore is referred to as a “Condemnation Redevelopment Area.”

NOW, THEREFORE, BE IT AGREED between the Borough and the Contractor that the Borough Council will retain the services of the Contractor to perform a Preliminary Investigation to determine whether part of the entirety of the Study Area as defined above is a “Condemnation Area in Need of Redevelopment Area” in accordance with statutory criteria as set forth in the LRHL.

COMPENSATION

Services for the Preliminary Investigation of the Study Area will be provided for a **fixed fee of \$10,500**. Additionally, services related to the preparation of presentation materials, preparation for and attendance at Planning Board meeting(s) and Redevelopment Entity / Borough Council meeting(s) in support of the project will be provided as **time and materials not to exceed \$2,000**, with hourly rates and reimbursable expenses as outlined in Exhibit C.

In summary, the TOTAL fee will not exceed \$12,500.

SERVICES RELATING TO ANY ARBITRATION, MEDIATION, OR LAWSUIT

Any and all efforts, reports, reviews, meetings, consultations, depositions, appearances, etc. requested of the Contractor or its forces and subconsultants relating or pertaining to any form of arbitration, mediation or lawsuit between the Borough and any third party will be provided; and compensation will be invoiced to the Borough at then current LRK hourly rates.

MANDATORY LANGUAGE

The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-1 et seq., promulgated pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as it shall be amended and supplemented from time to time), and the Contractor agrees to comply fully with the terms, provisions and conditions regarding affirmative action which are included herein as Exhibit B to this Agreement. The Contractor has previously filed with the Borough Clerk, the employee information report (Form AA302), which is still in effect.

PROFESSIONAL LIABILITY

Due to the nature of providing planning consulting services, it is understood and agreed that any and all liabilities of the Contractor relating to or arising out of this Agreement shall be limited to a maximum of the net fee received by the Contractor for all services rendered for each respective Project or part thereof, not including reimbursable expenses and subconsultants.

INDEMNIFICATION

The Contractor hereby agrees and covenants to indemnify the Borough against any and all obligations or liabilities, indebtedness, claims, demands, suits or causes of action resulting from the performance of the within contract insofar as such consequences result from acts which constitute professional negligence or intentional torts of The Contractor, its agents, servants or employees.

INSURANCE

The Contractor shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

- (a) Special form, comprehensive, or commercial General Liability Insurance coverage against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage.
- (b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and,
- (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Contractor shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Contractor shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

WRITTEN NOTICE

Any notices required to be given hereunder shall be in writing and, unless notified to the contrary, personally served or delivered, by registered mail, to the party's address as follows:

To the Borough: BOROUGH OF HIGHLAND PARK
 221 SOUTH FIFTH AVENUE
 HIGHLAND PARK, NEW JERSEY 08904
 ATTN: TERI JOVER, BOROUGH ADMINISTRATOR

To Contractor: LRK INC.
 1218 CHESTNUT STREET, 5TH FLOOR
 PHILADELPHIA, PA 19107
 ATTN: JAMES CONSTANTINE, PP, PRINCIPAL

IN WITNESS THEREOF, the Borough of Highland Park and the Contractor have caused this Agreement to be duly executed by their proper agents who have been expressly authorized to execute this Agreement on their behalf as of the day and year first above written.

ATTEST:

Borough of Highland Park

By: _____

By: _____

JENNIFER SANTIAGO, Municipal Clerk

ELSIE FOSTER, Mayor

LRK INC.

By: _____

JAMES CONSTANTINE, PP, Principal

Exhibit A

Study Area Map

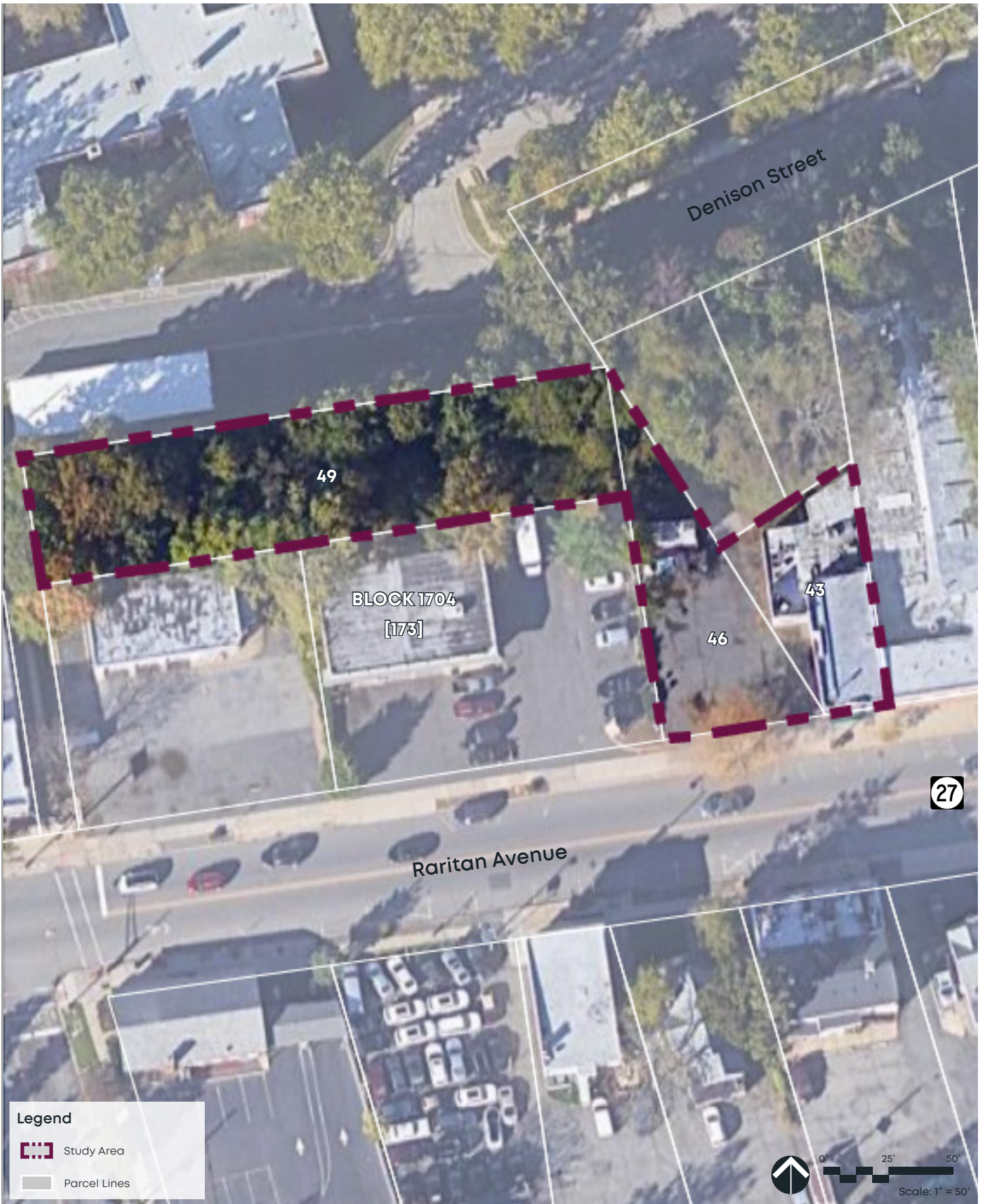


EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(Mandatory Language pursuant to N.J.A.C. 17:27-3.5)

[The] contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

(Mandatory Language pursuant to N.J.A.C. 17:27-3.7)

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(Reference Language pursuant to N.J.A.C. 17:27-11.1)

The contractor and its subcontractors shall furnish such reports and other documents to the Division or the Department as may be requested by the Division or the Department from time to time in order to carry out the purposes of these rules, and public agencies shall furnish such information as may be requested by the Division or the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.

ACKNOWLEDGEMENTS

PRINT NAME _____

SIGNATURE _____

TITLE _____

COMPANY NAME _____

ADDRESS _____

EXHIBIT C

COMPENSATION FOR SERVICES

The Contractor and staff shall be compensated by the Borough as per the Borough Planner Professional Services Agreement.

Reimbursable expenses will be invoiced at direct cost multiplied by a 10% handling fee and will include travel expense, document printing and reproduction, overnight delivery service (such as FedEx), and all other authorized expenditures. Reimbursable expense shall be included in invoices for professional fees.

Such payment shall be full compensation for work performed or services rendered necessary, including reimbursable expenses, to complete the scope of work. Payments to the Contractor shall follow submission of the Contractor's monthly invoices and shall be made within 30 days from submission of each invoice.

**RESOLUTION NO. 7-24-182
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING COST SHARE AGREEMENT AND MOA WITH NJ
OFFICE OF HOMELAND SECURITY AND PREPAREDNESS FOR THE
CROWDSTRIKE EDR AWARD FROM THE NJ CYBERSECURITY GRANT.**

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are hereby authorized and directed to execute the Memorandum of Agreement and Cost Share Agreement between the Borough of Highland Park and New Jersey Office of Homeland Security and Preparedness for EndPoint Protection solution consisting of the CrowdStrike Falcon Endpoint Detection and Response solution with 24/7 Managed Detection and Response and Overwatch services provided by CrowdStrike in conjunction with the New Jersey Cybersecurity and Communications Integration Cell (NJCCIC) for a period expiring June 30, 2028 attached to the original of this resolution.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

MEMORANDUM OF AGREEMENT FOR CYBERSECURITY SERVICES

This MEMORANDUM OF AGREEMENT (MOA) by and between the State of New Jersey, Office of Homeland Security and Preparedness (State/Agency), whose address is 1200 Negron Drive, Hamilton, NJ 08619, and Borough of Highland Park, ("Local Entity") whose principle mailing address is: 221 South 5th Avenue, City: Highland Park County: Middlesex State: NJ Zip: 08904, is hereby entered into as defined herein below. (State/Agency and Local Entity each a "Party" and collectively referred to as the "Parties").

WHEREAS, the Parties maintain and operate information technology systems and networks that are used to provide critical and essential government services; and

WHEREAS, The New Jersey Office of Homeland Security and Preparedness (NJOHSP) leads and coordinates New Jersey's counterterrorism, cybersecurity, and emergency preparedness efforts while building resiliency throughout the State.

WHEREAS, the NJOHSP is designated as the State Administrative Agency responsible for the administration of Federal homeland security and preparedness grants, including the State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the New Jersey Cybersecurity and Communications Integration Cell (NJCCIC) is a division within the NJOHSP, and is tasked with the strategic development and execution of the State's cybersecurity programs including the development and implementation of the New Jersey SLCGP Strategic Plan; and

WHEREAS, Executive Order #178 (Christie 2015) establishes the NJCCIC as the central State civilian interface for coordinating cybersecurity information sharing, performing cybersecurity threat analysis, and promoting shared and real-time situational awareness between and among the public and private sectors. The NJCCIC coordinates information sharing related to cybersecurity risks, warnings, and incidents, and may provide support regarding cybersecurity incident response as well as cyber crime investigations; and

WHEREAS, pursuant to Executive Order #178, NJCCIC may participate in appropriate federal, multi-state, or private sector programs and efforts that support or complement its cybersecurity mission; and

WHEREAS, the NJCCIC procures and implements multiple cybersecurity products, product licenses, technologies, and services in support of its cybersecurity functions; and

WHEREAS, the CrowdStrike, Inc. (CrowdStrike) provides hosted software-as-a-service (SaaS) solutions and accompanying services to assist in providing endpoint security, threat intelligence, and cyberattack response services to customers (collectively referred to as "Services"); and

WHEREAS, the State/Agency and CrowdStrike entered into a Custom Agreement, 19-M0003-CRW01, on April 17, 2019, which permitted CrowdStrike to provide fee-based Software, SaaS, and Technical Support to Authorized Purchasers (each capitalized term is defined in the Custom Agreement) through one of the State/Agency's Resellers pursuant to State Contract T3121 Software Reseller Services. The State/Agency and CrowdStrike revised the Custom Agreement on February 26, 2020, via an Addendum, which permits CrowdStrike to sell certain Software Related Services (also defined in the Custom Agreement) to the State/Agency¹; and

WHEREAS, in conformance with the New Jersey SLCGP Strategic Plan, Strategic Goal 3 – Enhancing Resilience, the NJCCIC may provide New Jersey state and local entities with the NJCCIC Advanced Endpoint Protection (AEP) solution which consists of CrowdStrike's Falcon Endpoint Detection and Response (EDR) solution with 24/7 managed detection and response (MDR) and Overwatch services provided by CrowdStrike in conjunction with the NJCCIC.

WHEREAS, State/Agency and Local Entity wish to enter into this MOA to further set forth the duties and obligations under which State/Agency will provide the NJCCIC AEP solution to the Local Entity and assist the Local Entity with implementation, maintenance, operation, monitoring, detection, and response support pertaining to the NJCCIC AEP solution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. State/Agency Responsibilities

The State/Agency hereby agrees that it will undertake the following:

- A. The State/Agency agrees to purchase the Products, Licenses, and Services necessary to implement the NJCCIC AEP solution on the Local Entity's endpoints for the term, July 1, 2024 to June 30, 2028.
- B. The State/Agency agrees to provide assistance to the Local Entity in the implementation, administration, maintenance, and operation of the NJCCIC AEP solution.
- C. The State/Agency agrees to provide monitoring, detection, and incident response assistance via the CrowdStrike MDR services to the Local Entity.
- D. State/Agency Cost Share Obligations
 - 1. From the date of implementation to June 30, 2025, the State/Agency agrees to provide the NJCCIC AEP solution at no cost to the Local Entity.
 - 2. Beginning on July 1, 2025 to June 30, 2026, the State/Agency will be responsible for eighty percent of the cost of the NJCCIC AEP provided to the Local Entity.

¹ A copy of the Custom Agreement between the State and CrowdStrike can be made available to Local Entity upon request.

3. Beginning on July 1, 2026 to June 30, 2027, the State/Agency will be responsible for seventy percent of the cost of the NJCCIC AEP provided to the Local Entity.
4. Beginning on July 1, 2027 to June 30, 2028 the State/Agency will be responsible for sixty percent of the cost of the NJCCIC AEP provided to the Local Entity.

II. Local Entity Responsibilities

The Local Entity hereby agrees that it will undertake the following:

- A. Local Entity shall provide the following to the State/Agency and CrowdStrike prior to the implementation of the NJCCIC AEP solution, and at any time while receiving Services if the previously provided information changes:
 1. Reasonable assistance to the State/Agency and CrowdStrike, including, but not limited to, providing all technical information related to the Local Entity's technology environment reasonably requested by the State/Agency and CrowdStrike, to enable the State/Agency and CrowdStrike to perform Services for the benefit of Local Entity;
 2. Provide, to NJCCIC, a completed Security Event Escalation Form (to be provided to Local Entity by NJCCIC) including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC). The designated POC's contact information will be provided to CrowdStrike for all installation and security events.
 3. Provide to the NJCCIC, a completed NJCCIC Advanced Endpoint Protection Solution Agreement
- B. During the period that Local Entity is using the Services, Local Entity shall provide the following:
 1. A revised Security Event Escalation Form when there is a change in status for any POC for the Local Entity.
 2. Active involvement with CrowdStrike and the State/Agency to resolve any service issues or security events requiring Local Entity input or action; and
 3. Reasonable assistance installing, configuring, and troubleshooting the NJCCIC AEP solution provided to the Local Entity.
- C. Local Entity Cost Share Obligations
The Local Entity agrees to receive the NJCCIC AEP solution from the State/Entity for a term beginning on the date of implementation to June 30, 2028 in accordance with the follow cost share obligations.

1. From the date of the implementation through June 30, 2025, the Local Entity will receive the NJCCIC AEP solution at no cost to the Local Entity.
2. Beginning on July 1, 2025 to June 30, 2026, will be responsible for twenty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
3. Beginning on July 1, 2026 to June 30, 2027, will be responsible for thirty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.
4. Beginning on July 1, 2027 to June 30, 2028, will be responsible for forty percent of the cost of the NJCCIC AEP solution provided to the Local Entity.

III. Term of this MOA; Termination

A. Term. This MOA will commence on the last date of signature, below, by either of the Parties (the "Effective Date") and shall continue in full force and effect until June 30, 2028 (the "Term"). Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term. If, however, CrowdStrike cancels the State's order pursuant to CrowdStrike Addendum, Exhibit 2, M0003 Software Publisher/Services Provider Agreement, Section 5.7 (e), due to the State's violation of its obligations under the Addendum, this MOA shall terminate as of the effective date of such cancellation.

IV. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

V. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against State/Agency or Local Entity.

VI. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

VII. New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) (OPRA) and Approval by Domestic Security Preparedness Task Force:

A. The configuration of any software and networks along with the contents of the alert notifications, and all associated communications between the Parties and CrowdStrike would inherently include administrative or technical information which, if disclosed would jeopardize computer security. As such, to the extent permitted by law, all information, records, notes, written comments, reports, or analysis generated in or in

the execution of this MOA shall be treated and deemed as exempt from public disclosure under OPRA;

- B. In accordance with the New Jersey Domestic Security Preparedness Act, N.J.S.A. APP. A: 9-74 and approval by Domestic Security Preparedness Task Force any record held, maintained or kept on file shall be treated and deemed as "records of the Task Force exempt from public disclosure under OPRA."

VIII. Confidentiality

- A. NJOHSP's obligation to maintain the confidentiality of the Local Entity's confidential information provided to NJOHSP under this MOA is conditioned upon and subject to the State's obligations under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), The New Jersey Domestic Security Preparedness Act - P.L.2003, c.246, P.L.2023, c.19 (C.52-17B-193.2), the New Jersey common law right to know, and any other lawful document request or subpoena.
- B. By virtue of this MOA, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under this MOA. In addition to any information related to cybersecurity threat and defense assessments, computer network defense operations, and incident response activities conducted as a part of this MOA, confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure by either party ("Confidential Information").
- C. A Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under this MOA to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.
- D. The Parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own Confidential Information.
- E. In the event that NJOHSP receives a request for Local Entity's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, NJOHSP agrees, if permitted by law, to provide Local Entity with as much notice, in writing, as is reasonably practicable and NJOHSP's intended response to such request. Local Entity shall take any action it deems appropriate to protect its documents and/or information.

F. In addition, in the event that Local Entity receives a request for NJOHSP's Confidential Information related to this MOA pursuant to a court order, subpoena, lawful document request or other operation of law, Local Entity agrees, if permitted by law, to provide NJOHSP with as much notice, in writing, as is reasonably practicable and Local Entity's intended response to such request. NJOHSP shall take any action it deems appropriate to protect its documents and/or information.

IX. Information Sharing

The Local Entity acknowledges and agrees that:

- A. CrowdStrike shall share all incident notification reports involving Local Entity developed as part of the Services with the NJCCIC during the term of this MOA.
- B. Local Entity also acknowledges that NJCCIC may report aggregated anonymized information (including but not limited to threat intelligence and technical indicators) to other NJCCIC strategic partners for purposes of information sharing and further the mission of NJCCIC.

X. Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

State/Agency

Name: Michael T. Geraghty
Title: Director, NJ Cybersecurity and Communications Integration Cell
Address: NJ Regional Operations and Intelligence Center
2 Schwarzkopf Dr., West Trenton, NJ 08628
Phone: 1.833.4.NJCCIC
E-Mail: njccic@cyber.nj.gov

Local Entity

Name: Jennifer Santiago
Title: Borough Clerk
Email: jsantiago@hpboro.com
Mailing Address: 221 South 5th Avenue
City: Highland Park
Phone: 732-819-3782
State: NJ **Zip:** 08904

- A. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as

of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- B. The Parties may, from time to time, specify any new or different contact information address for the purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XI. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XII. Entire Agreement

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall replace and supersede all prior understandings, communications, agreements or arrangements between the Parties with respect to this subject matter, whether oral or written.

XIII. Validity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

XIV. Amendment

This MOA may be amended only by written agreement executed by both Parties. The Parties agree to give each other sixty (60) days' notice of any needed changes, unless changes are required by law and must take effect within a shorter period.

XV. Miscellaneous

- A. Compliance: The Parties agree that in performance of this MOA, they shall comply with all applicable state, federal, and local laws, and regulations.
- B. Validity: If any provision of this MOA or any provision or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOA that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOA, and to this end the provisions of this MOA are declared to be severable.

- C. No Indemnification: Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, NJOHSP, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases Local Entity from any and all suits, claims, losses demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of NJOHSP, its employees representatives, agents, independent contractors or invitees, related to this MOA. Local Entity, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases NJOHSP from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of Local Entity, its employees, representatives, agents, independent contractors or invitees related to this MOA.
- D. Governing Law: This MOU and any and all litigation hereunder shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the applicable laws, regulations and rules of evidence of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- E. Execution in Counterpart: The parties hereto agree that this MOA may be executed in counterpart, each original signed page to become part of the original document.

XVI. Acknowledgement

The terms of this MOA have been read and understood by the Parties whose signatures appear below. The Parties agree to comply with all of the terms and conditions of the MOA including any attachments or amendments.

IN WITNESS WHEREOF, authorized representatives of Local Entity and the State/Agency have executed this MOA to be effective as of the latest date provided below:

STATE/AGENCY:
 NJ Office of Homeland Security and
 Preparedness

By:
 Name: Laurie R. Doran
 Title: Director

LOCAL ENTITY:
 Borough of Highland Park

By: Jennifer A Santiago
Jennifer A Santiago (Jun 27, 2024 14:35 EDT)
 Name: Jennifer Santiago
 Title: Borough Clerk



State of New Jersey
Federal Fiscal Year 2023
State and Local Cybersecurity Grant Program
Advanced Endpoint Protection Solution
Agreement



I, Full Name: Jennifer Santiago Work Title: Borough Clerk
 a duly authorized official of Local Governmental Entity: Borough of Highland Park
 Address: 221 South 5th Avenue

City: Highland Park County: Middlesex State: NJ Zip Code: 08904

hereby accept the NJCCIC Advanced Endpoint Protection (AEP) solution consisting of the CrowdStrike Falcon Endpoint Detection and Response (EDR) solution with 24/7 Managed Detection and Response (MDR) and Overwatch services provided by CrowdStrike in conjunction with the NJCCIC.

Consistent with the FFY23 State and Local Grant Cybersecurity Program Notice of Funding Opportunity, by accepting this award, I agree to the following cost share terms:

- Year 1 (implementation date – 6/30/25): no AEP cost to Local Entity.
- Year 2 (7/1/25 – 6/30/26): 20% Local Entity cost.
- Year 3 (7/1/26 – 6/30/27): 30% Local Entity cost.
- Year 4 (7/1/27 – 6/30/28): 40% Local Entity cost.

For the 85 endpoints we have requested AEP coverage for, my Local Entity agrees to submit three annual payments for the Local Entity Cost Share Subtotals to the New Jersey Office of Homeland Security and Preparedness (NJOHSP) in accordance with the amounts in the table below.

Coverage Year	# Endpoints Requested	Cost per Endpoint	State Share per Endpoint	State Share Subtotal	Local Entity Cost Share per Endpoint	Local Entity Cost Share Subtotal
Year 1	85	\$57.00	\$57.00	\$4,845.00	\$0.00	\$0.00
Year 2	85	\$57.00	\$45.60	\$3,876.00	\$11.40	\$969.00
Year 3	85	\$57.00	\$39.90	\$3,391.50	\$17.10	\$1,453.50
Year 4	85	\$57.00	\$34.20	\$2,907.00	\$22.80	\$1,938.00
Totals	85	\$57.00	\$176.70	\$15,019.50	\$51.30	\$4,360.50

I understand that the NJOHSP will provide me with an annual Local Entity Cost Share invoice each June beginning in 2025 through 2028. Upon receipt of the invoice, my Local Entity agrees to make the required Local Entity Cost Subtotal payment to NJOHSP by June 30th of each year of coverage.

Name: Jennifer Santiago
 Email Address: jsantiago@hpboro.com
 Daytime Phone Number: 732-819-3782

Signature: Jennifer A Santiago
Jennifer A Santiago [Jun 27, 2024 14:33 EDT]

**RESOLUTION NO. 7-24-183
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE EXTENSION OF GRACE PERIOD FOR 3RD
QUARTER TAXES**

WHEREAS, the Borough Council of the Borough of Highland Park adopted its 2024 Municipal Budget on May 21, 2024; and

WHEREAS, the state has still not certified the budget to the County Tax Administrator so that the 2024 tax rate can be established; and

WHEREAS, the Tax Collector cannot bill 3rd quarter until an official rate is set by the County Tax Administrator; and

WHEREAS, N.J.S.A 54:4-67 authorizes Council to provide a ten grace period following the required payment date or twenty-five calendar day period after mailing of the tax bills during which interest will not be charges.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that:

1. The grace period for the 2024 third quarter taxes be extended twenty-five (25) days from the actual date of mailing.
2. That pursuant to N.J.S.A 54:4-66.5 no interest shall be charged on unpaid third quarter 2024 taxes provided the same are paid on or before twenty-five (25) days from date of mailing.
3. That interest thereafter shall be payable at the rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 to be calculated from August 1, 2024 until the date of actual payment.
4. That a certified copy of this resolution be forwarded to the Finance Director and Tax Collector.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-184
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTION OF THE FY2025 MUNICIPAL
ALLIANCE CONTRACT WITH THE COUNTY OF MIDDLESEX**

BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey:

1. The Mayor shall be and is hereby authorized and directed to execute an Agreement with the Middlesex County Department of Human Services for the provision of Municipal Alliance related activities in the Borough of Highland Park for the period covering July 1, 2024 to June 30, 2025.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council, of said Borough, on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**MUNICIPAL ALLIANCE CONTRACT AGREEMENT BETWEEN THE COUNTY OF MIDDLESEX
AND THE BOROUGH OF HIGHLAND PARK FOR FY2025**

THIS AGREEMENT, made this _____ day of _____, 2024, between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey, having its principal office at 75 Bayard Street, in the City of New Brunswick, County of Middlesex, State of New Jersey, hereinafter called the “County” and the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices at 221 South Fifth Avenue, Highland Park, County of Middlesex, State of New Jersey.

WITNESSETH:

WHEREAS, the County has received a grant from the State of New Jersey – Governor’s Council on Alcoholism and Drug Abuse (“GCADA”), and has established a trust account in the amount of \$322,020.00 to be used for alcoholism and drug abuse prevention and education services to Middlesex County residents; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the County may enter into any contract or agreement made by or with, inter alia, any county or municipality, or any other state or subdivision thereof, without public advertisements for bids; and

WHEREAS, it is in the best interest of the County to contract for said services with the appropriate governmental agencies; and

WHEREAS, the County desires to provide the sum of \$9,664.00 from State grant funds, to the Borough of Highland Park to be used for municipal alliance activities related to alcoholism and drug abuse prevention and education services; and

WHEREAS, Borough of Highland Park must provide matching funds in the amount of \$9,664.00 cash and in-kind services to receive the aforementioned sum; and

WHEREAS, an agreement is necessary to set forth the terms and conditions under which the County will pay said monies.

NOW, THEREFORE, in consideration of the payment of said monies and the said services to be rendered, the parties hereto do mutually promise, covenant and agree as follows:

- (1) The County shall pay to the Borough of Highland Park the said sum of \$9,664.00 in quarterly installments and the County Treasurer shall be authorized to issue a draft in accordance with this paragraph, upon the approval and execution of this agreement. It being understood that said funds shall be utilized to foster and aid the program hereinafter enumerated. Said payments shall be made in accordance with the Uniform Claims Procedure of the County of Middlesex.
- (2) The Borough of Highland Park does further agree to provide the program services in accordance with the approved Alliance Plan accepted by the Local Advisory Committee on Alcoholism and Drug Abuse, County Alliance Steering Sub-Committee and adopted by the Board of County Commissioners.
- (3) The Borough of Highland Park does further agree to make the program expenditures in accordance with the budget section of the aforementioned approval plan. Any modifications to said budget must receive prior written approval from the Office of the County Alliance Coordinator.
- (4) The Borough of Highland Park does further agree to submit a final billing statement, showing in detail the total of funds received and disbursed during the contract period. Said statement to be submitted prior to the disbursement of the final payment.
- (5) The Borough of Highland Park agrees to arrange for an annual audit of its fiscal transaction and fund balances, to be conducted by an independent certified public accountant firm. The cost of the said audit shall be paid by Borough of Highland Park, and a certified copy of the same shall be forwarded to the Board of County Commissioners. Said audit should be submitted to the Board of County Commissioners no later than ninety (90) calendar days following the end of the contract period.
- (6) Any equipment purchased with the funds provided by this contract, with a value of \$500.00 or more, shall revert to the County in the event Borough of Highland Park ceases to provide the services outlined in the approved plan. Property acquired through this grant shall be considered to have a useful life of ten (10) years.
- (7) The Borough of Highland Park also agrees to contribute a portion of its Alliance Funding for the purpose of supporting Alliance-related training/education programs to be conducted during the course of the period year indicated.
- (8) The Borough of Highland Park agrees to permit an authorized County representative to visit its facilities and observe its program operations for fiscal and service evaluation purposes.

- (9) The Borough of Highland Park agrees to establish, in cooperation with the County, an acceptable fiscal and programmatic monitoring system for the utilization of alliance funds. This system will entail the submission of a completed GCADA quarterly report according to a prescribed schedule. Failure to submit said report on a timely basis to the County Alliance Coordinator will void the terms and conditions of this agreement, and subject the municipality to possible de-funding.
- (10) The Borough of Highland Park agrees to participate in any State and/or County management information system that may be implemented.
- (11) The Borough of Highland Park agrees to provide the said social services without regard to the age, race, ethnicity, mental or physical disability, sexual or affectional orientation or preference, marital status, genetic information, source of payment, sex, color, creed, religion, or national origin or ancestry of the applicant or recipient of services.
- (12) Title II of the Americans with Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity, must be accessible to a person with disabilities. The Borough of Highland Park will comply with the provisions of Title II of the ADA. The Borough of Highland Park will submit a written plan to the County, which describes the method in which County funded programs, activities or services will be provided to a disabled individual as defined in the Act. Said plan must be submitted prior to the execution of this contract. The Borough further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer sponsored social activities.
- (13) By executing this Agreement, the Borough of Highland Park certifies that it will neither utilize any portion of the contract funds or technology to support or promote violence, terrorist activities or related training of any kind, either directly or indirectly, including support of other organizations or persons engaged in such activities.
- (14) The Borough of Highland Park agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Furthermore, the agency agrees to initiate HIPAA Business Associate Agreements (“BAA”) with the County regarding certain protected health information, if deemed necessary under the provisions of overall service agreement.

- (15) The Borough of Highland Park shall conform to all regulations and requirements with regard to Affirmative Action. The Borough of Highland Park shall submit, as evidence of same, its New Jersey Certificate of Employee Report or its municipal Affirmative Action Plan.
- (16) The obligations of the County are subject to the appropriation and the availability of sufficient funds.
- (17) Alliance funding is for a period of one (1) year. Future alliance funding will be based on positive recommendations by the Local Advisory Committee on Alcoholism and Drug Abuse, County Alliance Steering Sub-Committee and the Governor's Council, after review of program goals, objectives, activities and reporting requirements.
- (18) To the fullest extent permitted by law, the Borough of Highland Park shall indemnify, defend, and hold harmless the County, and its agents or employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from provision or failure of provision of the services described herein. The County of Middlesex is not authorized to indemnify any third party for the acts of any party other than the entities, agents, or employees of the County. However, the County is subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and available appropriations. The County assumes no responsibility or obligations to any third parties by making this grant money available to the Borough of Highland Park.
- (19) This Agreement shall be for the period of July 1, 2024 through June 30, 2025.
- (20) Failure to comply with the above conditions, terms and obligations, as well as terms in the current GCADA Letter of Agreement, GCADA Municipal Alliance Program Guidelines and Middlesex County Municipal Alliance Program Requirements shall be considered a material breach of this contract and may result in termination of said contract and reduction and/or revocation of future funding.
- (21) Miscellaneous Terms:
 - a. Assignment. The Borough of Highland Park may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of the County.
 - b. Governing Law / Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws, except that Federal law shall apply as to matters where New Jersey law is preempted by Federal law. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of

State or Federal courts, as appropriate, located in New Jersey in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement.

- c. **Headings.** The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision of it.
- d. **Independent Contractor.** The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship between the Parties. Neither Party has the right or authority to assume or create an obligation or responsibility on behalf of the other. The County is not liable for the acts of the Borough of Highland Park.
- e. **Name, Symbol, and Service Mark.** The Parties shall not use each other's name, symbol, seal, logo, or service mark for any purpose without the prior written approval of the other.
- f. **Severability.** When possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable under the applicable law. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under the law, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.
- g. **Survival.** Any provision of this Agreement, including any Attachment, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.
- h. **Third Parties.** Except as otherwise provided in this Agreement, this Agreement is not a third-party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third-party beneficiary rights in any third party.
- i. **Waiver.** No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach of failure.

j. Warranties and Representations. Each Party warrants and represents, as of the Effective Date and continuously thereafter through the entire term of this Agreement and during the post expiration or termination transition period described herein, as follows:

- i. This Agreement has been duly executed and delivered by the Party, and constitutes a legal, valid, and binding agreement that is enforceable against such Party in accordance with its terms, except as limited by applicable laws.
- ii. The execution and delivery of this Agreement and the performance of the Party’s obligations hereunder do not (a) conflict with or violate any provision of the Party’s organizational documents or laws, or (b) conflict with, or constitute a default under, any contractual obligation of the Party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their proper municipal officers and affixed on the day set forth above.

ATTEST:

COUNTY OF MIDDLESEX:

 Amy Petrocelli, Clerk
 Board of County Commissioners

 Ronald G. Rios, Director
 Board of County Commissioners

APPROVED AS TO FORM AND LEGALITY

BOROUGH OF HIGHLAND PARK:

 Niki Athanasopoulos
 First Deputy County Counsel

 Mayor

**RESOLUTION NO. 7-24-185
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
MUNICIPAL ALLIANCE GRANT**

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 an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, 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 2024 budget in the sum of \$7,248.00, which is now available from the Municipal Alliance Grant, and

BE IT FURTHER RESOLVED that the like sum of \$7,248.00 is hereby appropriated under the caption of Municipal Alliance Grant.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-186
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
2024 ARP FIREFIGHTER GRANT**

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 an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, 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 2024 budget in the sum of \$27,000.00, which is now available from the 2024 ARP Firefighter Grant, and

BE IT FURTHER RESOLVED that the like sum of \$27,000.00 is hereby appropriated under the caption of 2024 ARP Firefighter Grant.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-187
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
2024 DISTRACTED DRIVING CRACKDOWN GRANT**

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 an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, 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 2024 budget in the sum of \$7,000.00, which is now available from the 2024 Distracted Driving Crackdown Grant, and

BE IT FURTHER RESOLVED that the like sum of \$7,000.00 is hereby appropriated under the caption of 2024 Distracted Driving Crackdown Grant.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-188
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT
CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR
THE IMPROVEMENTS TO N. TENTH AVENUE, VOLKERT STREET
& GRAHAM STREET**

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Highland Park formally approve the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as “MA-2025- Improvements to N. Tenth Avenue, Volkert Street, & Graham Street-00526” to the New Jersey Department of Transportation on behalf of the Borough of Highland Park.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Highland Park and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24- 189
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE FINAL PAYMENT NO. 7 TO MOLBA CAPENTRY, INC.
T/A MOLBA CONSTRUCTION FOR HIGHLAND PARK PUBLIC LIBRARY-
INTERIOR RENOVATIONS PROJECT**

WHEREAS, pursuant to Resolution No. 4-23-116, adopted by the Borough Council on April 18, 2023, a contract was awarded to Molba Carpentry, Inc. t/a Molba Construction of Little Ferry, NJ, for the Highland Park Public Library Interior renovations; and

WHEREAS, it appears from Payment Application No. 7 certified by Arcari + Iovino Architects PC, that all remaining work under said contract has been completed and approved and there is due to Molba Carpentry, Inc. t/a Molba Construction. the sum of \$42,516.54 in accordance with said Payment Application No. 7 for work performed through April 17, 2024; and

WHEREAS, funds for this purpose are available in Capital Fund Account No. C-04-55-831-001 in an amount not to exceed \$42,516.54, as reflected by the Certification of Funds Available by Chief Financial Officer Certification No. 2024-63.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that:

1. The the Chief Financial Officer be and is hereby authorized and directed to pay Molba Carpentry, Inc. t/a Molba Construction the sum of \$42,516.54, as certified by the Architects certification of Payment Application No. 7, subject to the Clerk’s receipt of the Certified Payroll and Project Manning Reports; and
2. Certified copies of this resolution be forwarded to Chief Financial Officer and Arcari + Iovino Architects PC.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION 7-24-190
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ISSUANCE OF REQUEST FOR PROPOSALS (RFP)
FOR EMERGENCY REPAIRS TO THE WATER & SEWER SYSTEM**

WHEREAS, it is necessary to perform emergency repairs to the water & sewer system within the Borough of Highland Park.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Administrator is hereby authorized and directed to issue a Request for Proposals (RFP) for emergency repairs to the water & sewer system.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-191
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH
B&W CONSTRUCTION CO. OF NJ TO REPAIR SINKHOLE ON CENTRAL AVENUE**

WHEREAS, the needs to repair a sinkhole that developed on Central Avenue; and

WHEREAS, three quotes for this landscaping work were solicited and received as follows:

B&W Construction Co. of NJ Inc.	\$10,200.00
J. Fletcher Creamer & Sons Inc.	\$11,136.90
Jo Med Contracting	no response; and

WHEREAS, the Public Works Superintendent has recommended that said services be purchased from B&W Construction Co. based on their quote for same; and

WHEREAS, funds shall be available in Capital Account No. C-04-55-821-001 in an amount not to exceed \$10,200.00, as reflected by the certification of funds by the Finance Director No. 2024-64.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that

1. The Borough Administrator is hereby authorized and directed to accept the quote for the sinkhole repairs on Central Avenue from B&W Construction Co. of NJ, P.O. Box 574 South River, NJ 08882 at a total cost not to exceed \$10,200.00.
2. That a certified copy of this resolution be forwarded to the Public Works Superintendent and the Chief Financial Officer forthwith.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				



B & W Construction Co. of NJ Inc.

P.O. Box 574
South River, NJ 08882

Phone 732-967-1900
Fax 732-967-6330

July 2, 2024

Page 1 of 2

Borough of Highland Park
Department of Public Works
444 Valentine Street
Highland Park, NJ 08904

Tele. (732) 514-1277
Fax. (732) 247-4844

Attn: Mr. Michael Wiczorkiewicz
Superintendent

**RE: PROPOSAL TO INVESTIGATE AND REPAIR SINKHOLE LOCATED IN FRONT
1801-1811 CENTRAL AVENUE, HIGHLAND PARK.**

1. Call in mark out request to New Jersey Underground Location Company.
2. Supply all necessary traffic signs, and cones.
3. Cut and remove the pavement up to 36 SF located above sinkhole.
4. Excavate and locate what is the cause of the sinkhole.
5. If abandoned pipe is located, cut out collapsed section and plug both sides of the pipe using block, brick, and cement.
6. Backfill trench using $\frac{3}{4}$ " blend stone up to 8-inches below finished road elevation, compacting in lifts to prevent future settlement.
7. Supply and install stabilized base course asphalt 6 inches thick.
8. Supply and install FABC top course asphalt 2 inches thick with tack.
9. Dispose of all excavation and pavement off site.
10. Clean up the work area.
11. Remove all signs and cones.

CONSTRUCT THE ABOVE FOR AN ESTIMATED COST OF \$10,200.00

NOTES:

- A. Police to be supplied and paid for by the Borough of Highland Park.
- B. If the cause of the sinkhole is outside of the 36 SF estimated, then this proposal will increase accordingly.
- C. Any permit or fee necessary shall be supplied and paid for by the Borough of Highland Park.
- D. If the repair requires anything more than brick, block, and cement to install plugs, this proposal will adjust appropriately by the cost of materials used with a markup of 20%.
- E. This proposal doesn't include the temporary or permanent relocation of any utilities. If necessary, this proposal shall increase accordingly.



B & W Construction Co. of NJ Inc.

P.O. Box 574
South River, NJ 08882

Phone 732-967-1900
Fax 732-967-6330

Page 2 of 2

- F. This proposal is based upon completing this repair in (1) 8-hour workday. If it takes longer to complete, this proposal will increase accordingly.
- G. This proposal is based upon the work taking place Monday through Friday between the hours of 7:30 AM to 3:30 PM.

Should you have any questions, please feel free to contact me on my cell phone, (732) 710-8566

Respectfully Submitted,

Peter Mellos
Estimator

**RESOLUTION NO. 7-24-192
BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDED AGREEMENT WITH NELA CARPENTRY**

WHEREAS, the Borough of Highland Park (hereinafter referred to as “Borough”) authorized the solicitation of bids for a variety of improvements for the Highland Park Public Library (hereinafter referred to as the “Project”); and

WHEREAS, Nela General Contractor, Inc., was the lowest responsible bidder as their price was reasonable based on the Borough’s Engineer’s estimate; and

WHEREAS, the Borough Attorney reviewed the bids and recommended awarding a contract to Nela General Contractor, Inc., for the Project in an amount not to exceed One Hundred and Ninety Nine Thousand Dollars (\$199,000.00); and

WHEREAS, the funds for the Project will be expended from the Borough Library’s Capital Account (Kushner funds);

WHEREAS, the Borough Council passed Resolution 5-24-139, and

WHEREAS, the attached agreement with the Nela General Contractor, Inc., needed to be amended to include the Mayor’s signature; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Highland Park being the governing body thereof, that improvements for the Highland Park Library be awarded to Nela General Contractor, located at 374 President St., Saddle Brook, New Jersey 07663 for an amount not to exceed \$199,000.00.

1. The Borough Council shall approve the agreement between the parties and Nela General Contractor.
2. Pursuant to N.J.S.A. 40:54-29.20, the Board of Trustees for the Library shall be authorized to approve the above referenced bid upon receipt of the Borough Council’s executed resolution.
3. That the Mayor and Highland Park Library Director be and are hereby authorized to execute a contract with Nela General Contractor, for an amount not to exceed \$199,000.00.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-193
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
ARCARI + IOVINO ARCHITECTS PC FOR DESIGN, CONSTRUCTION DOCUMENTS,
BID PREPARATION, AND CONSTRUCTION ADMINISTRATION RELATED TO THE
REPLACEMENT OF THE COMMUNITY CENTER ROOF AND RESTROOMS**

WHEREAS, the Community Center roof and bathrooms are in need of replacement; and

WHEREAS, the Borough of Highland Park has a need for architectural services to design the new roof and restrooms, prepare the construction documents and bid package, and administer the construction process; and

WHEREAS, Arcari + Iovino Architects PC submitted a proposal for the Community Center roof dated April 24, 2024 for a fee of \$19,100.00 and a proposal for the Community Center restrooms dated April 29, 2024 for a fee of \$17,200.00, for a combined total of \$36,300.00, attached hereto; and

WHEREAS, such services are professional services as defined in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, the Borough of Highland Park was awarded a Fiscal Year 2024 Legislative Grant administered by the New Jersey Department of Community Affairs in the amount of \$330,000 for capital improvements to the Community Center; and

WHEREAS, funds for this purpose are available in Grant Account No. G-02-41-791-201 for a total amount not to exceed \$36,300.00, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2024-65.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that:

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services related to the replacement of the Community Center roof and restrooms with Arcari + Iovino Architects PC, One Katherine Street, Little Ferry, NJ 07643 for an amount not to exceed \$36,300.00.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 16th day of January 2024., by and between the **BOROUGH OF HIGHLAND PARK**, a municipal corporation of the State of New Jersey, having its principal offices located at 221 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Anthony Iovino, AIA, PP, LEED, Arcari + Iovino Architects, P.C., One Katherine Street, Little Ferry, NJ 07643 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services for bid preparation and construction administration related to the replacement of the flat roof at the Highland Park Library; and

WHEREAS, the **BOROUGH** has adopted a Resolution authorizing the award of a Contract for said professional services to the **COMPANY** without competitive bidding as permitted by *N.J.S.A. 40A:11-1, et seq.*

NOW, THEREFORE, IT IS AGREED between the **BOROUGH** and the **COMPANY**, as follows:

1. Effective December 19, 2023., the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated July 27, 2023; the amount of said compensation shall not exceed **\$10,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties, as set forth in *Schedule A*.

4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said services, if any, on vouchers as required by the **BOROUGH**. The **BOROUGH** agrees to process and pay said vouchers in the same manner as other municipal vouchers. The **BOROUGH** requires billing for professional services to be done to the nearest 1/4 hour.

5. The parties hereto hereby incorporate by reference herein the Affirmative Action Addendum attached hereto and made a part hereof as *Exhibit A*.

6. The **COMPANY** agrees to file its New Jersey Business Registration Certificate with the **BOROUGH's** Chief Financial Officer.

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and the **BOROUGH's** Pay-to-Play Ordinance No. 1705.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date first above written.

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

ARCARI+IOVINO ARCHITECTS, P.C.

By: _____
Anthony Iovino, AIA, PP, LEED

arcari iovino

ARCHITECTS PC

Celebrating our 30th year!
1992 – 2022

One Katherine Street
Little Ferry, NJ 07643

201.641.0600

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP



July 27, 2023

Teri Jover, Borough Administrator
Borough of Highland Park
221 S. Fifth Avenue
Highland Park, NJ 08904

RE: Architectural Services Proposal
New Library Roof

Dear Ms. Jover,

I am pleased to submit this proposal to provide professional services for the Library roof repair. Our office will provide the design, construction drawings, public bid assistance and construction administration for this project.

I am familiar with the building and have a good understanding of the scope of the work. The roof has been worked on several times in recent years as the source of persistent leaks is investigated. This scope of work pertains to the replacement of the flat roof section which is approximately 3,000 sf in area.

The original roof membrane will be removed, and a new roof system would include a membrane and protection boards over the existing insulation panels.

A typical project is comprised of a series of phases spanning from design through construction. Below we have outlined the purpose of these phases along with their timelines and have identified a summary of tasks to be performed.

Design and Construction Documents Phase (1 month)

Tasks associated with Design Development include the following:

- Visit the site for measurements and observations.
- Prepare base roof plan.
- Review of existing roof system and code requirements.
- Research roofing products and roof edge details.
- Develop preliminary plans.
- Progress review meeting with Borough.
- Prepare construction documents including technical specifications.
- Develop front-end bidding documents for the Attorney's review.
- Assemble project manual.
- Final review with Borough.

Public Bidding Phase (2 months)

Tasks associated with Bidding Phase include the following:

- Assist in preparing a list of bidders.
- Assist with the distribution of bid sets.
- Respond to contractor requests during bidding.
- Attend the bid opening.
- Assist with the evaluation of the bids.
- Check bidder references.
- Prepare a summary of the bid results and findings.

Construction Administration Phase (2-3 months depending on lead-time of roofing)

Tasks associated with Construction Administration include the following:

- Attendance at a pre-construction meeting
- Review initial schedules of time and money by contractor.
- Review periodic applications for payment by contractor.
- Review product and equipment submittals and shop drawings.
- Review contractor requests for changes.
- Conduct jobsite visits during active construction (3 visits).
- Issue reports from each visit.
- Punch list preparation.
- Determine dates for substantial and final completion and issue forms.
- Project closeout and final site visit.

Professional Fee

Our fee for the basic architectural, mechanical, electrical, and plumbing engineering services is Sixteen Thousand Five Hundred Dollars (\$16,500). This includes reasonable printing and shipping costs. The fee is apportioned by phase as follows:

Design and Construction Documents	\$8,000
Public Bidding	\$1,200
<u>Construction Administration</u>	<u>\$7,300</u>
Total Fee	\$16,500

We look forward to working with you and are confident we can help you plan this project effectively. Contact us at your earliest convenience to discuss and we will commence work upon your approval and execution of a mutually acceptable agreement.

Sincerely,



Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.

**RESOLUTION NO. 7-24-194
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the annual Salary Resolution No. 1-24-12, which was adopted on January 2, 2024, showing the names, titles and salaries of the officers and employees of the Borough of Highland Park, is amended as follows:

- Aitan Duncan, Junior Counselor, \$15.13 Hourly, Effective 06/01/2024
- Evan Rodgers-Farmer, Sports Camp Director, \$22.50 Hourly, Effective 06/01/2024
- Mason Springer-Lipton, Leadership Counselor, \$19.00 Hourly, Effective 06/01/2024
- Kaitlyn Cox, Deputy Court Administrator, \$52,179.00 Salary, Effective 07/22/2024

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby directed to make the necessary changes in the payroll records of the Finance Department in accordance with the changes established by this resolution.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on July 16, 2024

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-195
BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY**

**RESOLUTION AWARDING A CONTRACT TO SOLAR LANDSCAPE FOR THE
HIGHLAND PARK COMMUNITY SOLAR PROJECT**

WHEREAS, the Borough of Highland Park (hereinafter referred to as “Borough”) authorized the solicitation of proposals for the development of a municipal community solar automatic enrollment project (hereinafter referred to as the “Project”); and

WHEREAS, two (2) bids were received for the Project, which were opened on April 22, 2024 at 11:00 a.m. from HESP Solar LLC (HESP) and Solar Landscape; and

WHEREAS, HESP Solar LLC (HESP), failed to submit a formal proposal as required by statute and for this reason is disqualified; and

WHEREAS, Solar Landscape is the only bidder that has submitted the required documentation; and

WHEREAS, Solar Landscape has represented that they will contract for approximately 1,800 residences at a discount of 36.02% to their electricity charges; and

WHEREAS, the Borough Attorney reviewed the bids and recommends awarding a contract to Solar Landscape; and

WHEREAS, there will not be a cost to the Borough for the community solar project.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Highland Park being the governing body thereof, that the community solar project for Highland Park be awarded to Solar Landscape, located at 601 Bangs Avenue, Asbury Park, NJ 07712.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

**RESOLUTION NO. 7-24-196
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION REFERRING TO THE PLANNING BOARD FOR REVIEW AND COMMENT A REDEVELOPMENT PLAN ENTITLED “UPPER RARITAN AVENUE REDEVELOPMENT PLAN” PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 et seq.

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, by Ordinance No. 16-1921, adopted on December 20, 2016, the Borough Council of the Borough (the “**Council**”) designated the entire area within the Borough as an area in need of rehabilitation, including Block 3801, Lots 2, 3, 4, 5, 6, 7, 16, and 17, and Block 3802, Lots 2, 6, and 7 (collectively, the “**Property**”) in accordance with the Redevelopment Law; and

WHEREAS, by Resolution No. 2023-02, adopted on June 13, 2023, the Council authorized LRK, Inc. (the “**Planner**”) to prepare a redevelopment plan for the Property, which plan is entitled the “Upper Raritan Avenue Redevelopment Plan” (the “**Redevelopment Plan**”); and

WHEREAS, the Council desires that the Planning Board of the Borough (the “**Planning Board**”) review and comment upon the Redevelopment Plan, as described on **Exhibit A** attached hereto, for its review and comment, pursuant to *N.J.S.A. 40A:12A-7* of the Redevelopment Law.

NOW THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, NEW JERSEY AS FOLLOWS:

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

Section 2. Pursuant to *N.J.S.A. 40A:12A-7(e)*, the Council hereby refers the Redevelopment Plan, as described on **Exhibit A** attached hereto, to the Planning Board for review and recommendation. The Planning Board shall prepare a report regarding its recommendations as to the Redevelopment Plan and shall submit same to the Council within forty-five (45) days after referral, as required by the Redevelopment Law.

Section 3. The Borough Clerk shall forward a copy of this Resolution, and the Redevelopment Plan, attached hereto as **Exhibit A**, to the Planning Board for review.

Section 4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of the Borough of Highland Park at a meeting held on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				

Exhibit A

Upper Raritan Avenue Redevelopment Plan

**RESOLUTION NO. 7-24-197
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING APPROVAL OF BILLS LIST

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that all claims presented prior to this meeting as shown on a detailed list prepared by the Borough Treasurer, and which have been submitted and approved in accordance with Highland Park Ordinance No. 1004, shall be and the same are hereby approved; and

BE IT FURTHER RESOLVED that the Borough Clerk shall include in the minutes of this meeting a statement as to all such claims approved as shown in a Bills List Journal in accordance with said Ordinance.

1. The bills approved for payment at this meeting, Bills List 7/16/2024 can be found in the Bills List Journal Book No. 44.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on July 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				
Postelnik				