

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
AUGUST 13, 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:
 - June 18, 2024 Regular and Executive Session Mtg.
 - July 16, 2024 Regular Session Mtg.
 - July 23, 2024 Executive 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. 24-2089** 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.
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2089 **ROLL CALL VOTE**
 - 11.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
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2090 **ROLL CALL VOTE**
 - 11.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
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2090 **ROLL CALL VOTE**
12. Ordinances Requiring a First Reading.
 - 12.a **Ordinance No. 24-2092** An Ordinance of the Borough Council of the Borough of Highland Park, County of Middlesex, New Jersey, Authorizing the Adoption of the “810 No. 2nd 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. 24-2092, authorize publication as required by law, and set up public hearing for September 17, 2024

ROLL CALL VOTE

- 12.b **Ordinance No. 24-2093** Capital Ordinance Providing for Improvements to Highland Avenue, in the County Middlesex, State of Jersey, Appropriating \$550,000 from the Department of Transportation Local Transportation Projects Program Therefor to Pay the Cost Thereof.

MOTION to approve/reject Ordinance No. 24-2093, authorize publication as required by law, and set up public hearing for September 3, 2024. **ROLL CALL VOTE**

13. Consent Agenda Items - Resolutions.

MOTION to adopt/reject

ROLL CALL VOTE

- 13.a *8-24-198 Resolution to Accept 2023 Audit
- 13.b *8-24-199 Resolution to Approve Updated By-Laws for the Municipal Alliance
- 13.c *8-24-200 Resolution to Approve Purchase of Leaf Bags with Pabco Industries LLC
- 13.d *8-24-201 Resolution Authorizing Repairs to Garbage Truck No. 5 with Norcia Corporation
- 13.e *8-24-202 Resolution Authorizing Contract with B&W for Repairs to Sewer Main on Braun Avenue
- 13.f *8-24-203 Resolution Authorizing Cancellation of Taxes
- 13.g *8-24-204 Resolution Referring to the Planning Board for Review and Comment a Redevelopment Plan Entitled "810 No. 2nd Avenue Redevelopment Plan" Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.
- 13.h *8-24-205 Resolution Authorizing Execution of a First Amendment to the Redevelopment Agreement with 433 Cleveland Avenue LLC with respect to 433 Cleveland Avenue Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.
- 13.i *8-24-206 Resolution Authorizing the Extension of Local Support of a Class Five Retail Business License for Main Street Dispensary, LLC to Operate a Retail Cannabis Business at 311 Raritan Avenue
- 13.j *8-24-207 Resolution Authorizing Extension of Local Support of a Class Five Retail License for BLKBRN, LLC to Operate a Retail Cannabis Business at 176 Woodbridge Avenue
- 13.k *8-24-208 Resolution Authorizing Extension of Local Support of a Class Five Retail License for Floro Highland Park, LLC to Operate a Retail Cannabis Business at 85 Raritan

Avenue

- 13.l *8-24-209 Resolution to Appoint Housing Authority Members - Seth Hahn
- 13.m *8-24-210 Resolution to Appoint Housing Authority Members - Thuy Bozzett
- 13.n *8-24-211 Resolution to Authorize Contract with ROK Industries/Real Auction.com for On-Line Tax Sale Services
- 13.o *8-24-212 Resolution to Appoint Lori Majeski as Tax Collector
- 13.p *8-24-213 Resolution Authorizing Request for Proposals for Planning, Landscape Architectural, and Engineering Services Related to the Creation of a Pedestrian Plaza on So. 3rd Avenue
- 13.q *8-24-214 Resolution Authorizing Submission of an Arts Grant Application with Arts Institute of Middlesex County - 2025 Program Grants
- 13.r *8-24-215 Resolution Authorizing Amendment to Annual Salary Resolution
- 13.s *8-24-216 Resolution to Approve Bills List

14. Appointments.

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).

Executive Session.

8-24-217 Executive Session: Litigation – JSM at Highland Park v. Highland Park
MOTION adopt/reject. ROLL CALL VOTE

17. MOTION to adjourn.

18. **Next Scheduled Meeting:** September 3, 2024 @ 7 PM

**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 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.

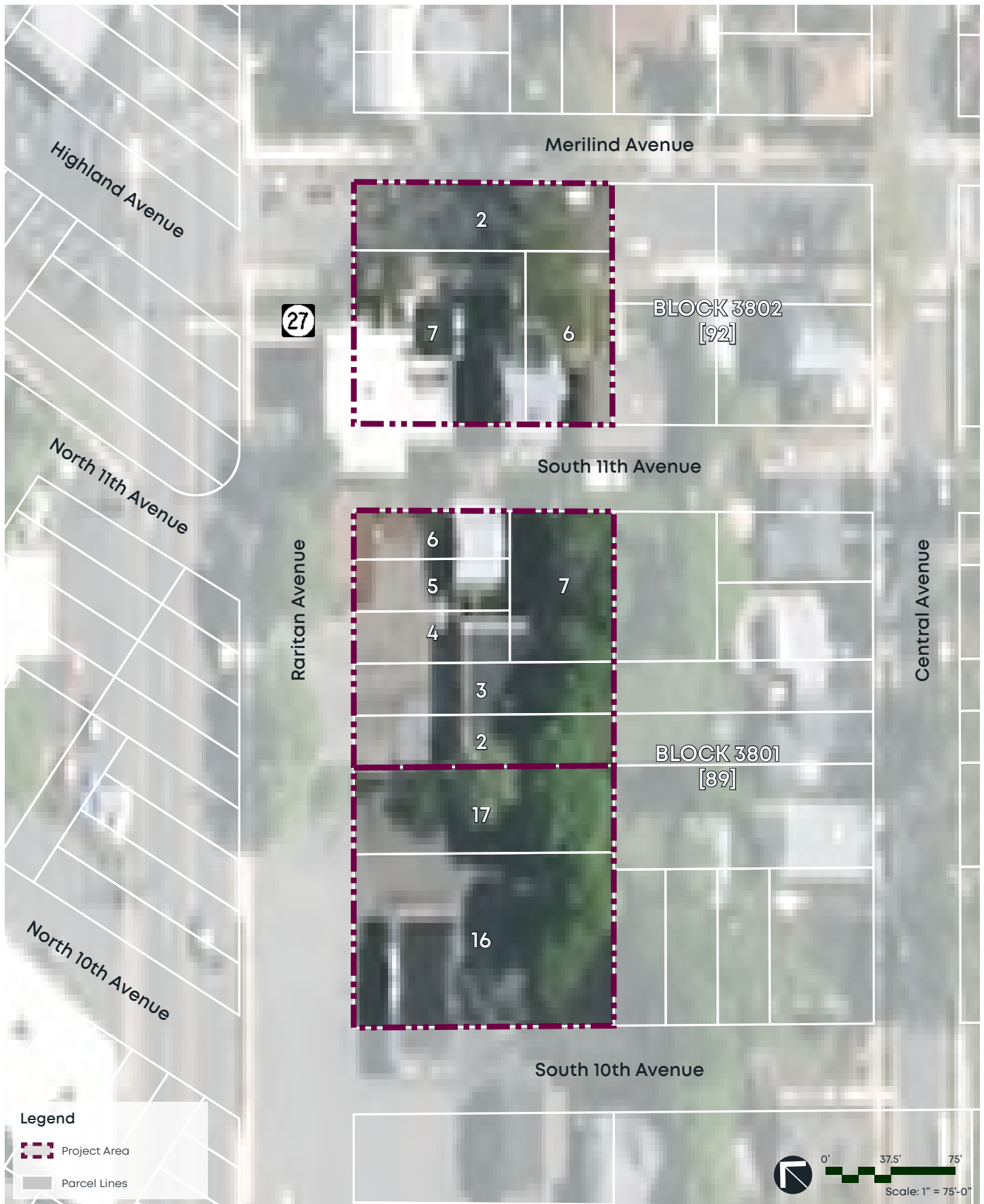
More specifically, the Borough seeks to utilize this redevelopment plan to establish the necessary zoning and development standards to permit mixed-use buildings fronting Raritan Avenue, with driveway access from side streets leading to parking areas at the rear of buildings, related streetscape and 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:

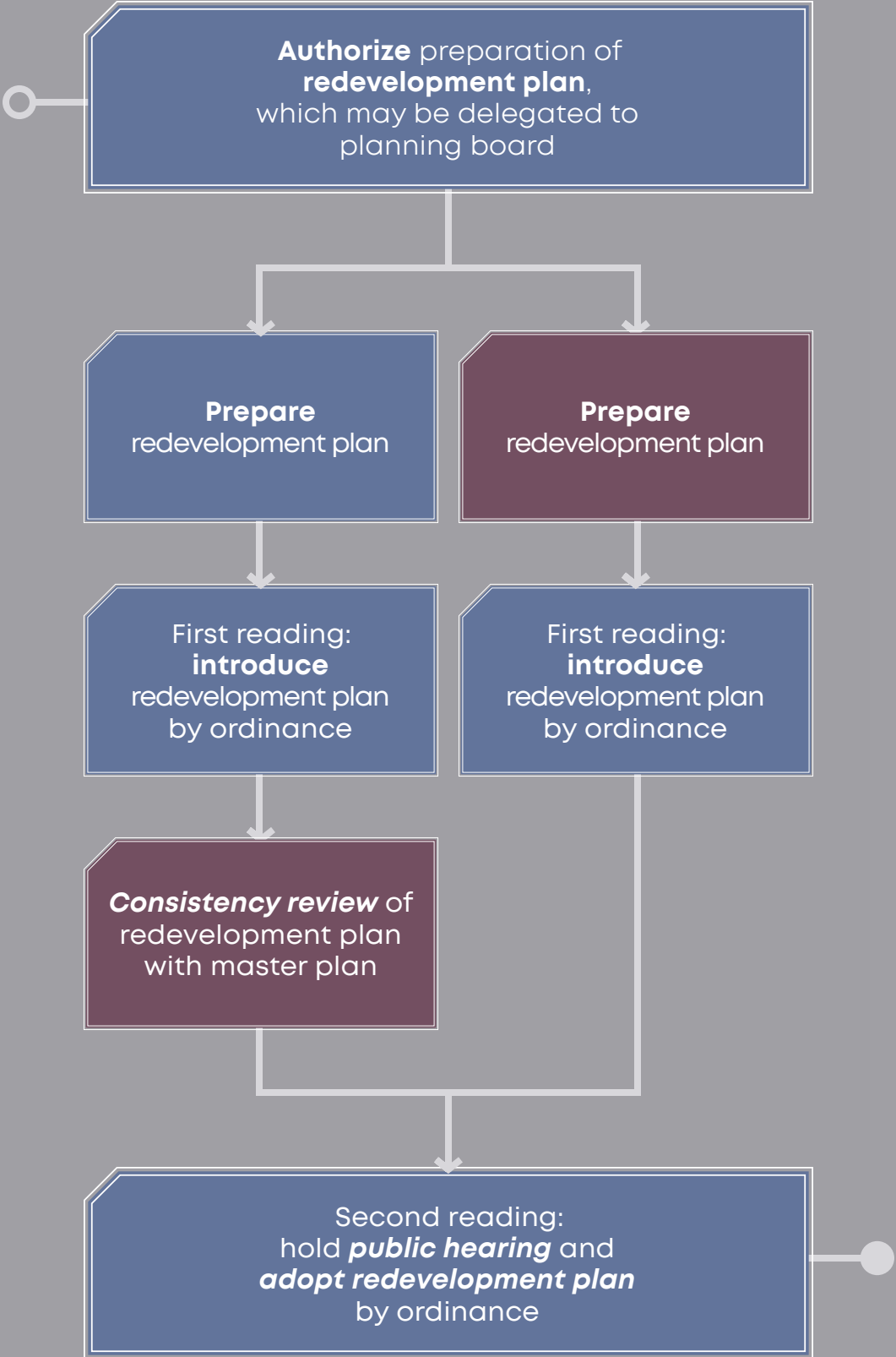
- Offers more flexibility than conventional zoning which is not limited to redevelopment involving the built form, and can include specific areas to be up-zoned or down-zoned, specific structures to be preserved, areas to be preserved as open space and improved as public gathering spaces, parks or other 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.

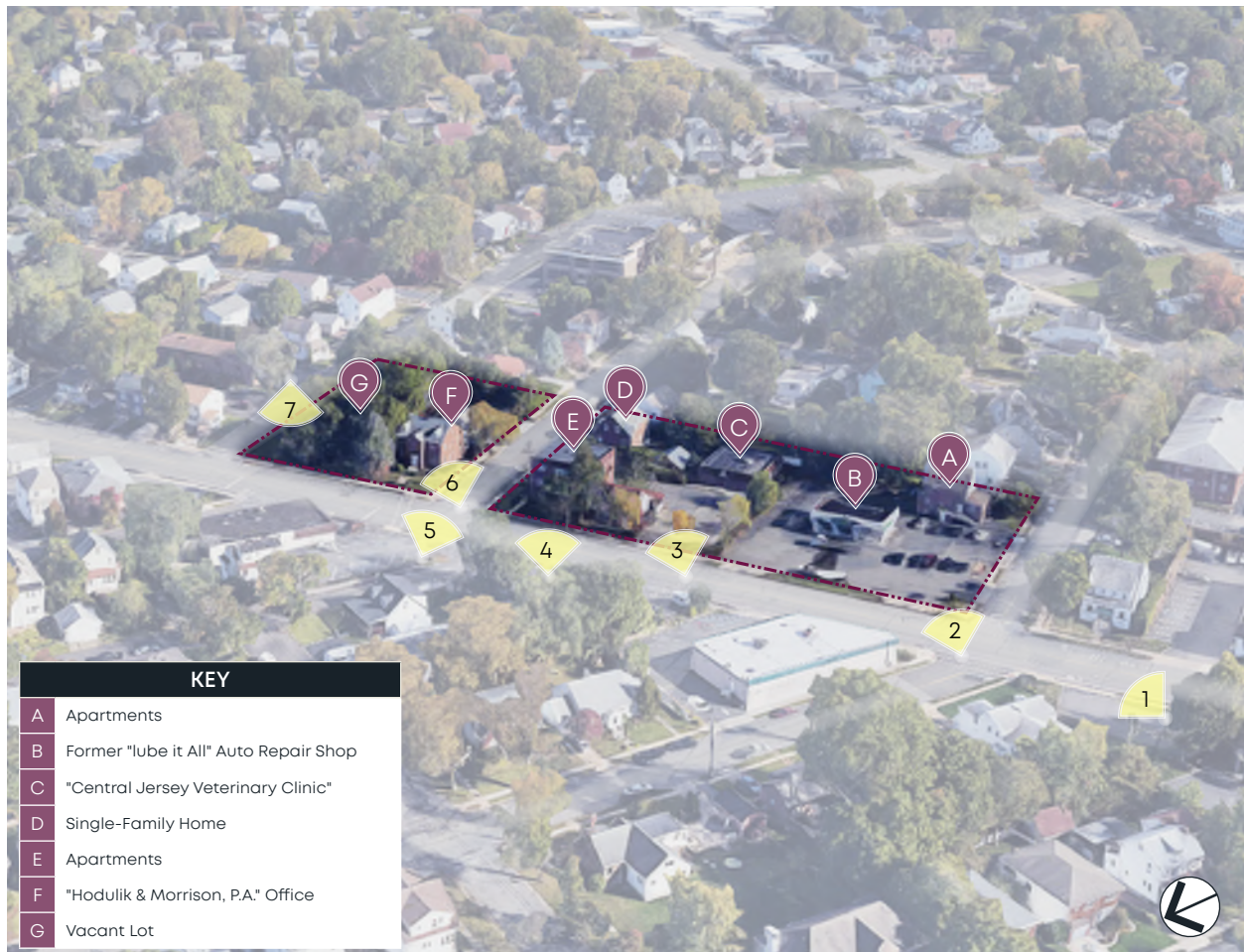
3 | PROJECT AREA DESCRIPTION

3.1 OVERVIEW

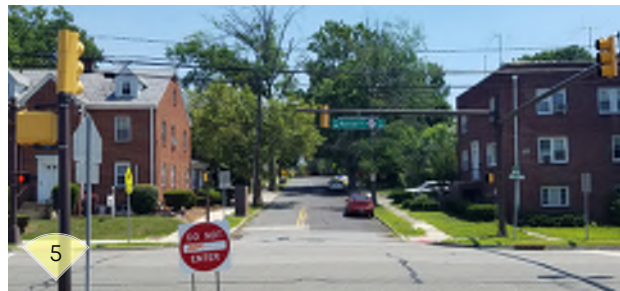
The Project Area is situated in the northeast region of the Borough, located on the southeast side of Raritan Avenue (New Jersey State Route 27) between Merilind Avenue to the north, South 10th Avenue to the south, and bisected by South 11th Avenue. As such, the Project Area, as a whole, is not a contiguous 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
 MADE BY COUNTY
 SCALE: 1"=40'

ED CLAY
 LICENSED LAND SURVEYOR
 15 BELLEVILLE AVENUE, SUITE 200
 HAWORTH, NEW JERSEY 07028
 (908) 942-1111
 www.edclay.com

DATE: JANUARY 2021

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

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.

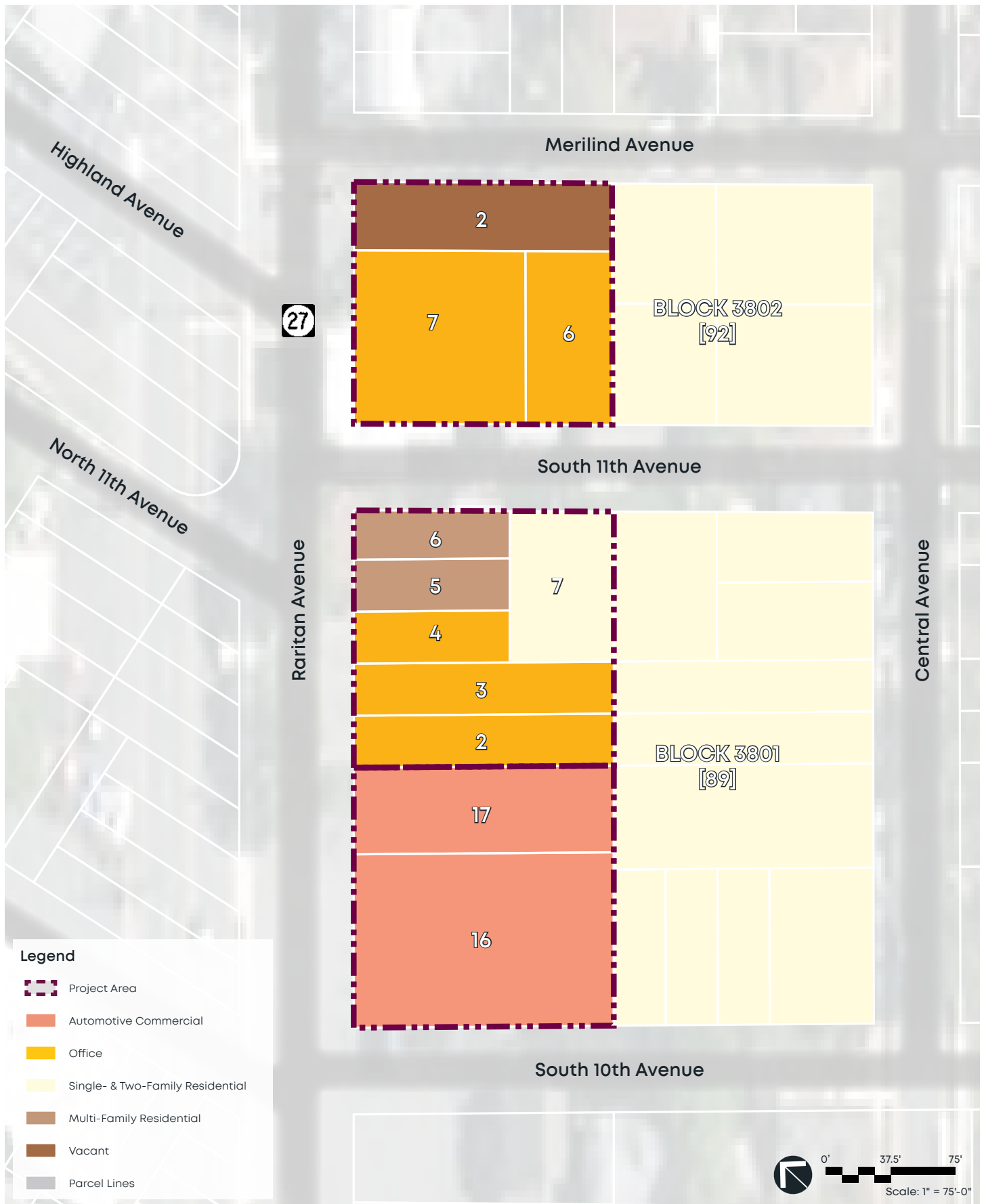
Utilities - The Project Area is serviced by PSE&G for electric utilities, PSE&G for gas utilities, and is located within a sewer service area.

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

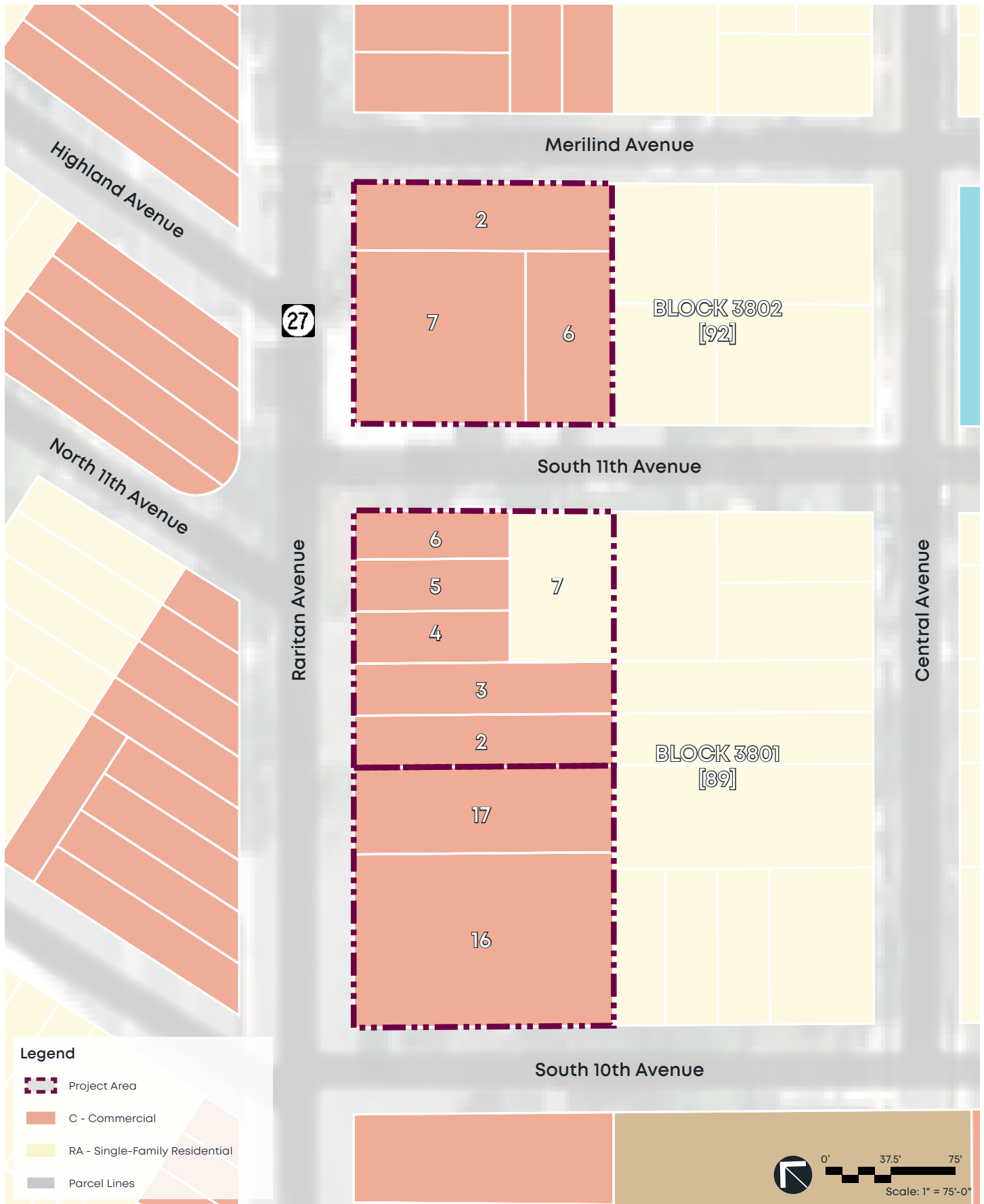


Table 4. Zoning Chart for the C Zone

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.

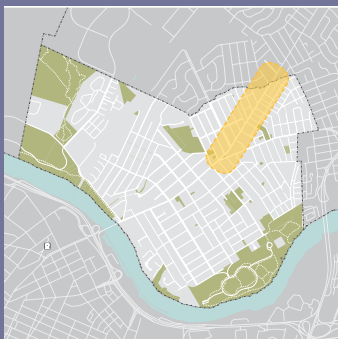
The development of the 2019 update to the Master Plan (and, simultaneously, a strategic update of the Land Use Plan Element) involved extensive community engagement process including hundreds of participants who attended community workshops and took part in an online survey in which only 5% of survey 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.

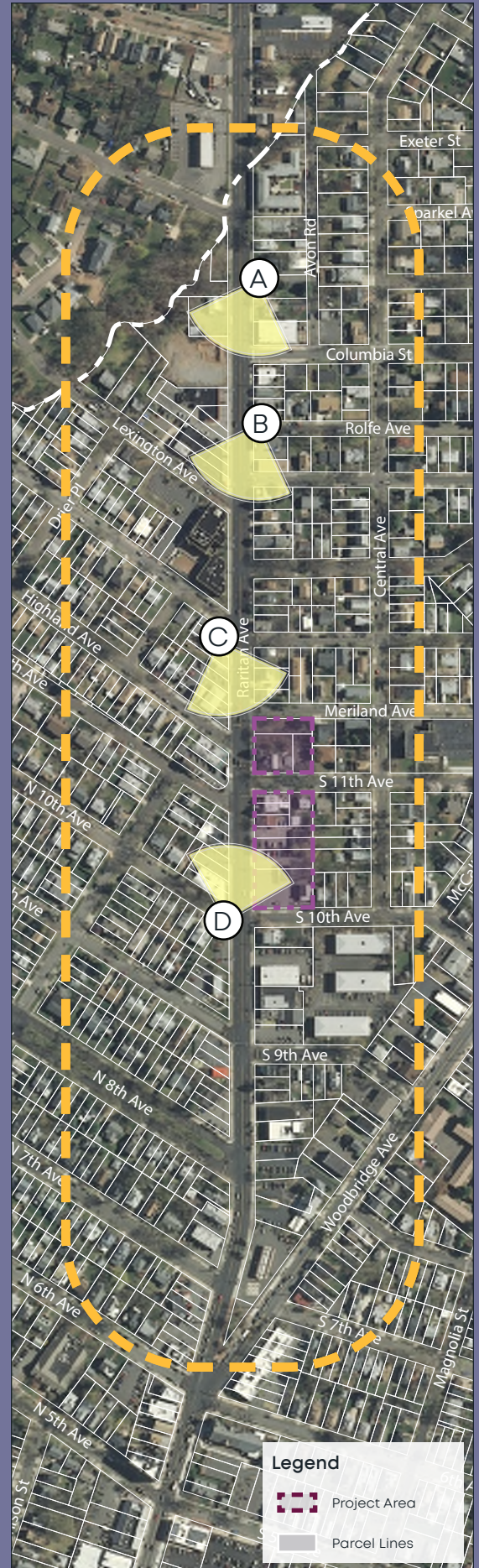
Additionally, comments were made specifically regarding the presence of single-story auto-oriented businesses found throughout the corridor, which were of such design that created unsafe and unappealing environment for pedestrians and bicyclists. These conditions ultimately prevented foot traffic that 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.

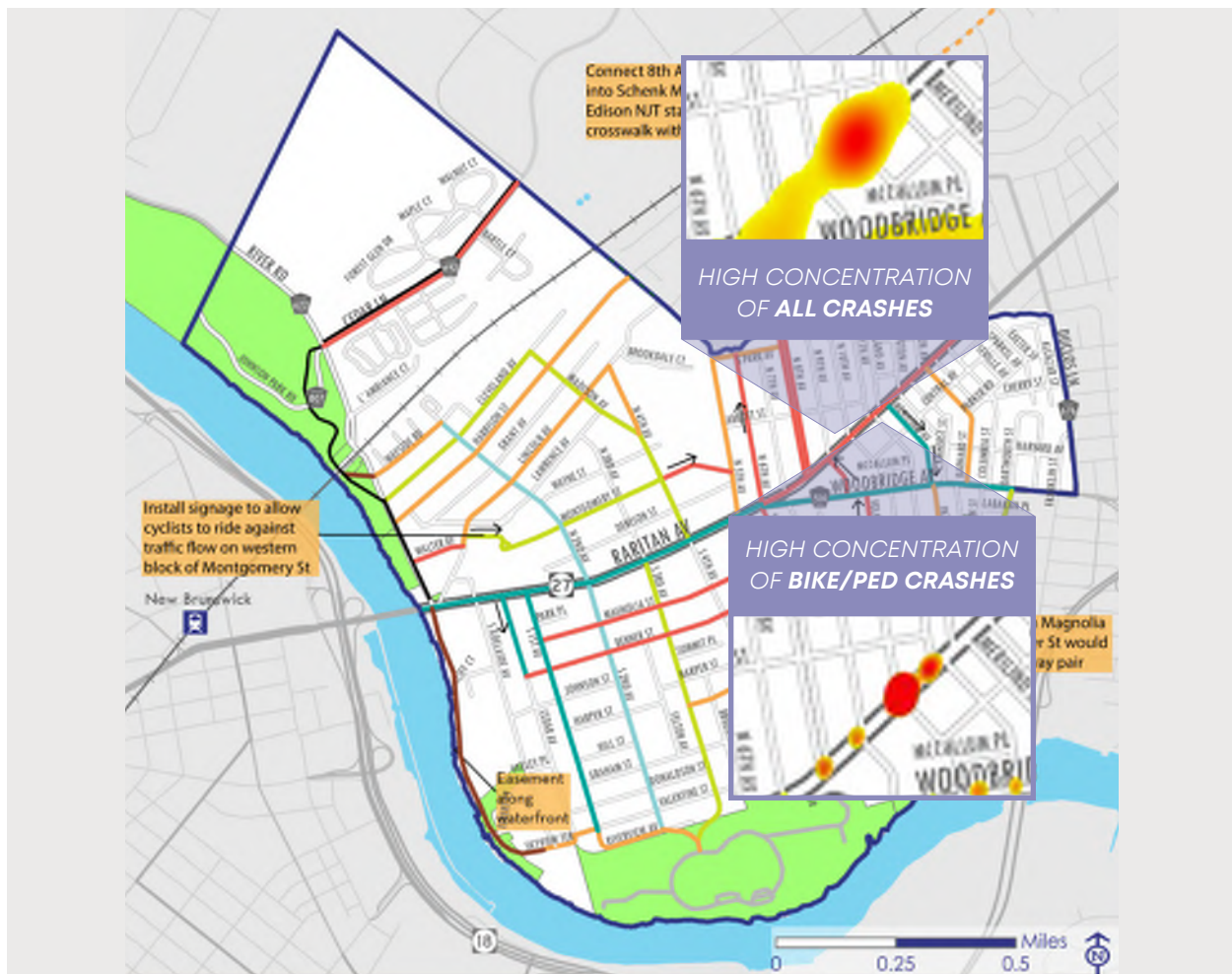
- » **Create an identifiable “gateway”** to mark arrival into the Borough at the Edison border by instituting a “road diet” that dramatically slows traffic and enhances safety, and adding attractive signage, landscaping, public art, and streetscape treatments including shade trees and pedestrian/bicycle 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)

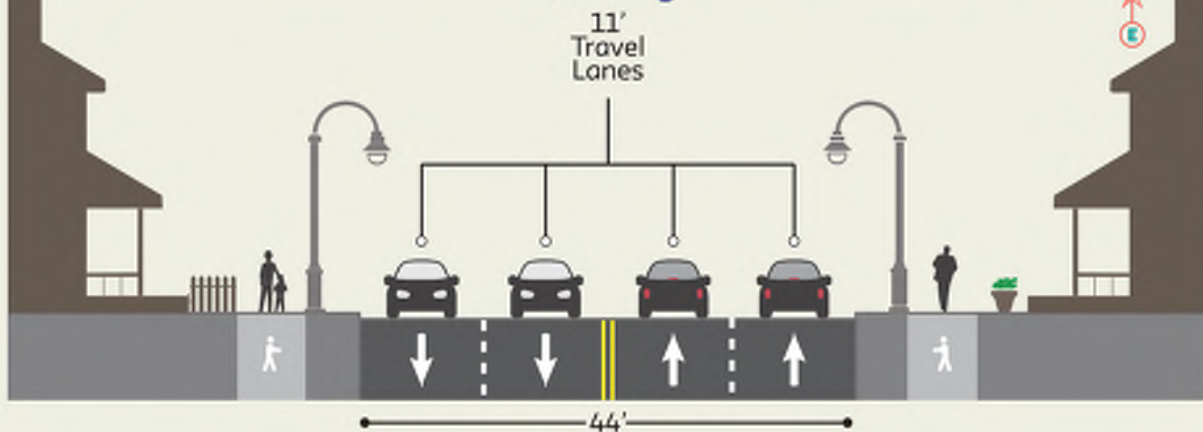
Recommendations

- 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

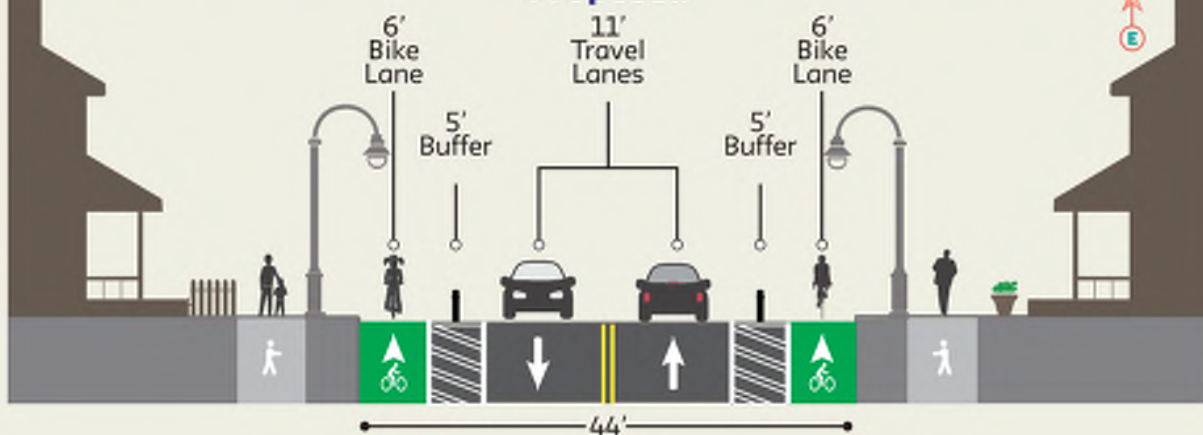
This treatment provides dedicated, low-stress bicycle facilities for more than 0.5 miles of Raritan Ave, improving from an LTS 4 to LTS 1. This reduces a large portion of the divide between north and south portions of Highland Park and improves bike access to Edison. The travel lanes would remain the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

(Upper Raritan) Raritan Ave, East of Woodbridge Ave Existing



(Upper Raritan) Raritan Ave, East of Woodbridge Ave Proposed



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.

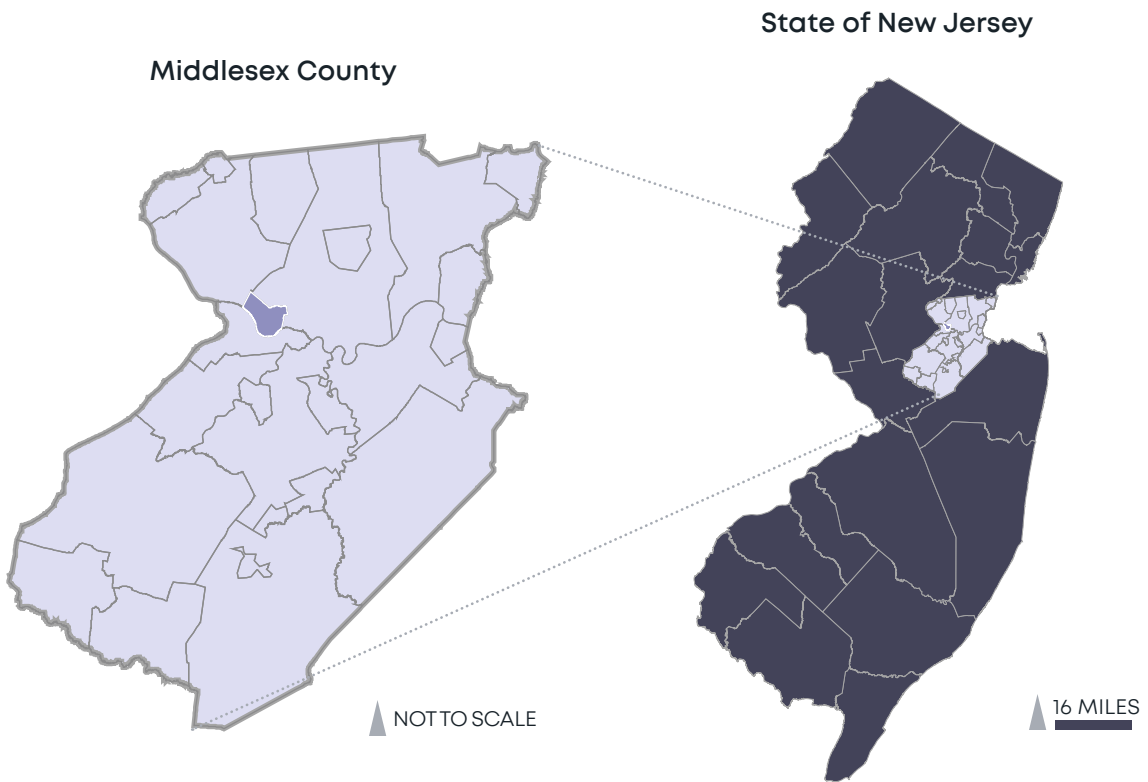
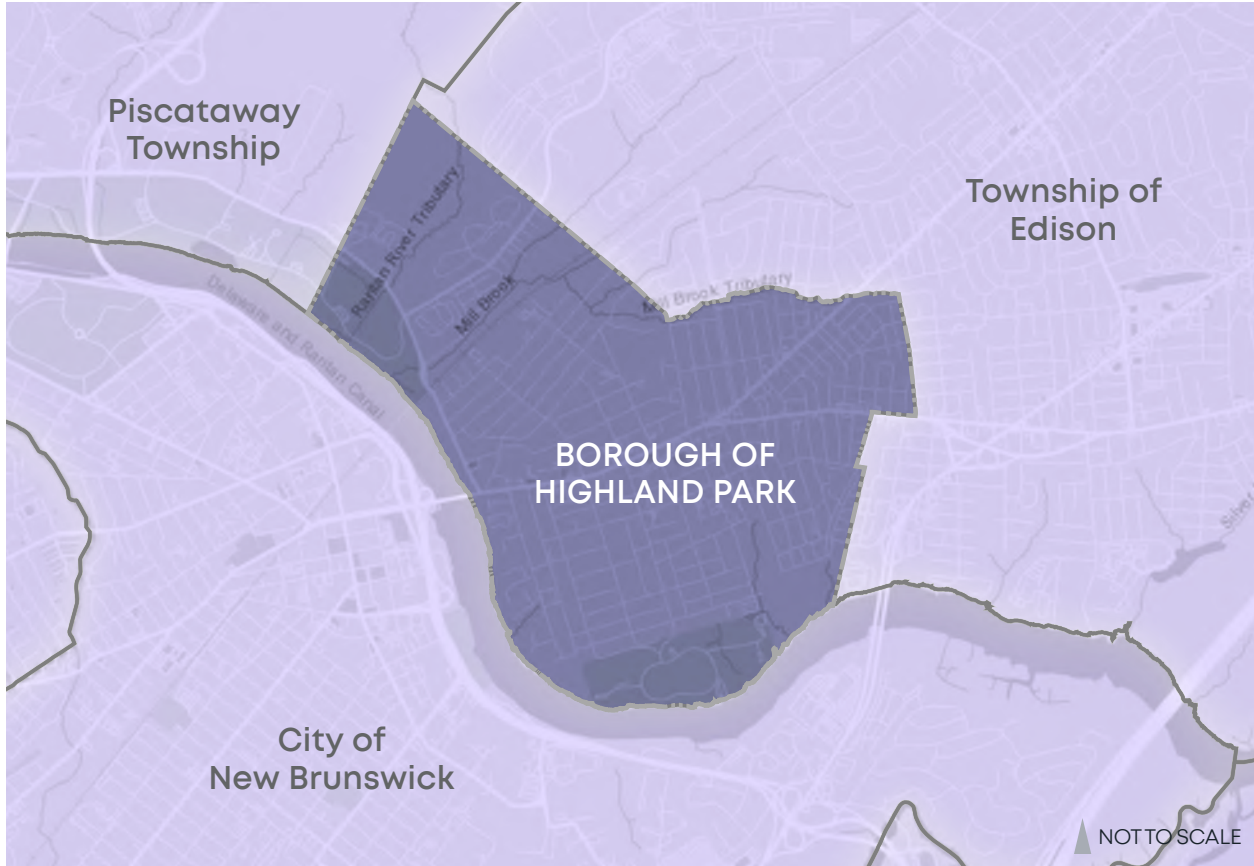
4.4 RELATIONSHIP TO MIDDLESEX COUNTY

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 policies, 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.

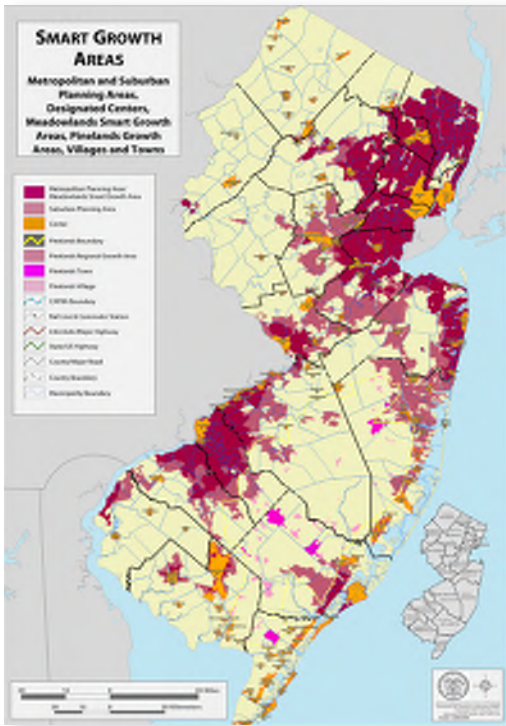
Goal 4: Protect the environment, prevent and clean up pollution.

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.

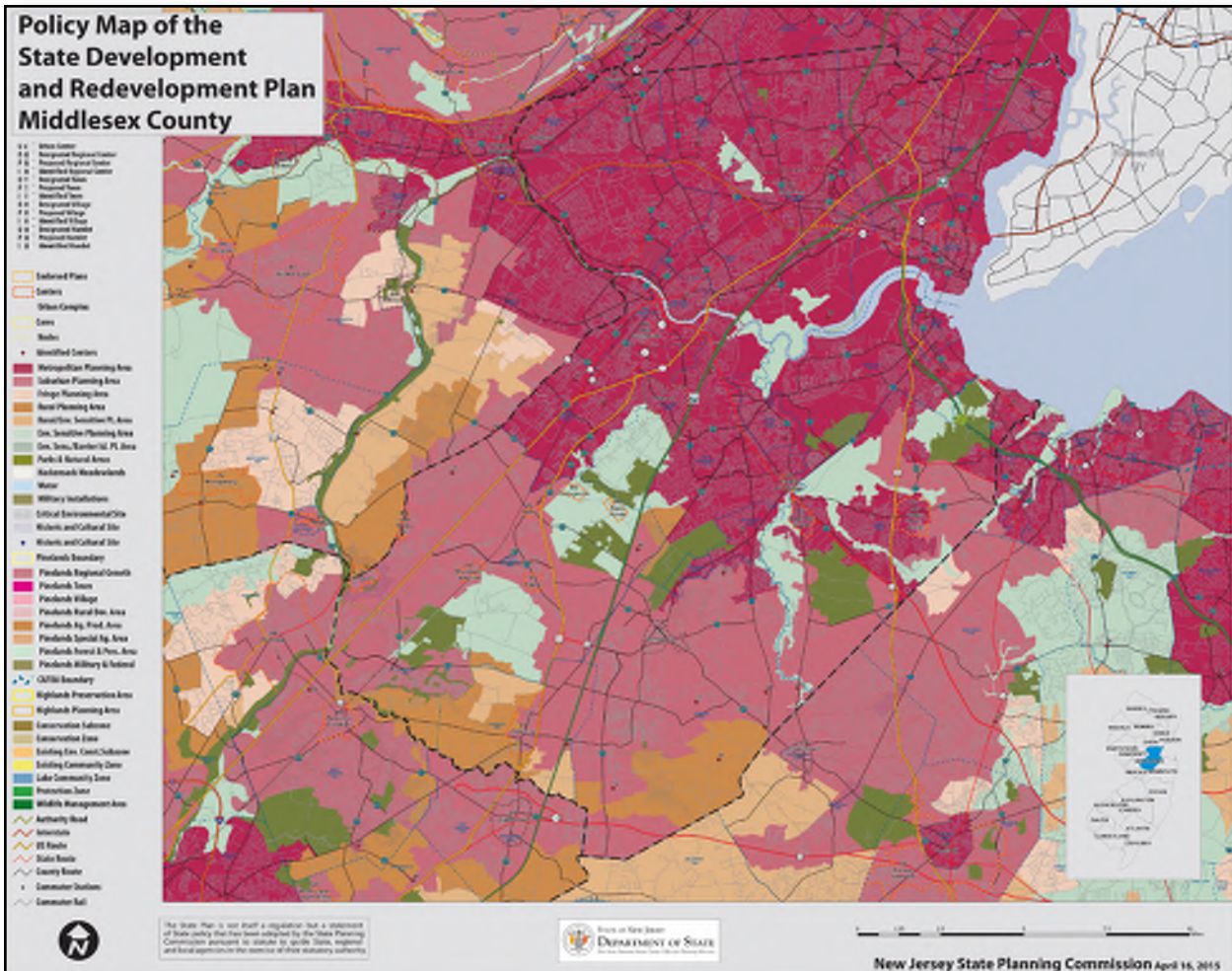
Goal 8: Ensure sound and integrated planning and implementation statewide.



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.

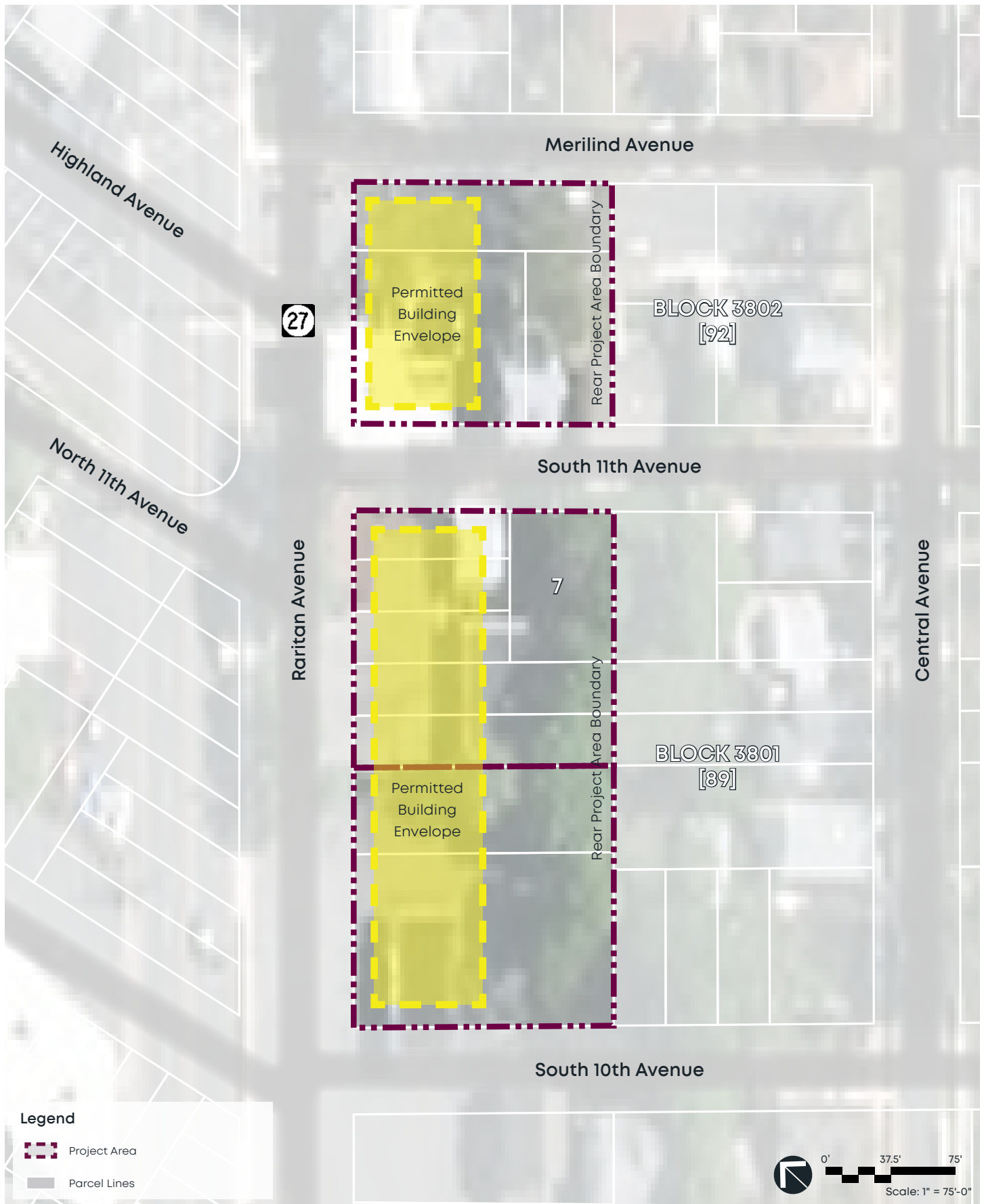
6 | PROPOSED ZONING REGULATIONS

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 feed: 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 curbline 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.

Municipality: _____
Requisition Ref. No. 2024-_____

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

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Payments (with attached Basic Rent schedules)A-1
Exhibit B Certificate as to Authorized Municipal Representative B-1
Exhibit C Name/Address/Phone No. of Trustee C-1

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	10 years
	Total	\$260,000	

**ORDINANCE NO. 24-2092
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 “810 NORTH 2ND 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 503, Lot 24 (the “**Property**”) in accordance with the Redevelopment Law; and

WHEREAS, by Resolution No. 2-24-67, adopted on February 6, 2024, the Council authorized LRK, Inc. (the “**Planner**”) to prepare a redevelopment plan for the Property, which plan is entitled the “810 North 2nd Avenue Redevelopment Plan” (the “**Redevelopment Plan**”); and

WHEREAS, by Resolution No. 8-24-204 adopted on August 13, 2024, the Council referred the Redevelopment Plan to the Borough Planning Board (the “**Planning Board**”) for its review and comment; and

WHEREAS, on _____, 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 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: August 13, 2024

Adopted:

Approved:

Attest:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

Exhibit A

810 North 2nd Avenue Redevelopment Plan



810 NORTH 2ND AVENUE REDEVELOPMENT PLAN

Block 503, Lot 24

Borough of Highland Park, Middlesex County, New Jersey

Prepared by **LRK, Inc.** | August 7, 2024

The logo for Highland Park is a square with a light blue background and a thin yellow border. The words "HIGH", "LAND", and "PARK" are stacked vertically in the center in a bold, yellow, sans-serif font.

HIGH
LAND
PARK

810 North 2nd Avenue Redevelopment Plan

Block 503, Lot 24

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, consisting of several overlapping, stylized strokes.

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, many 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.

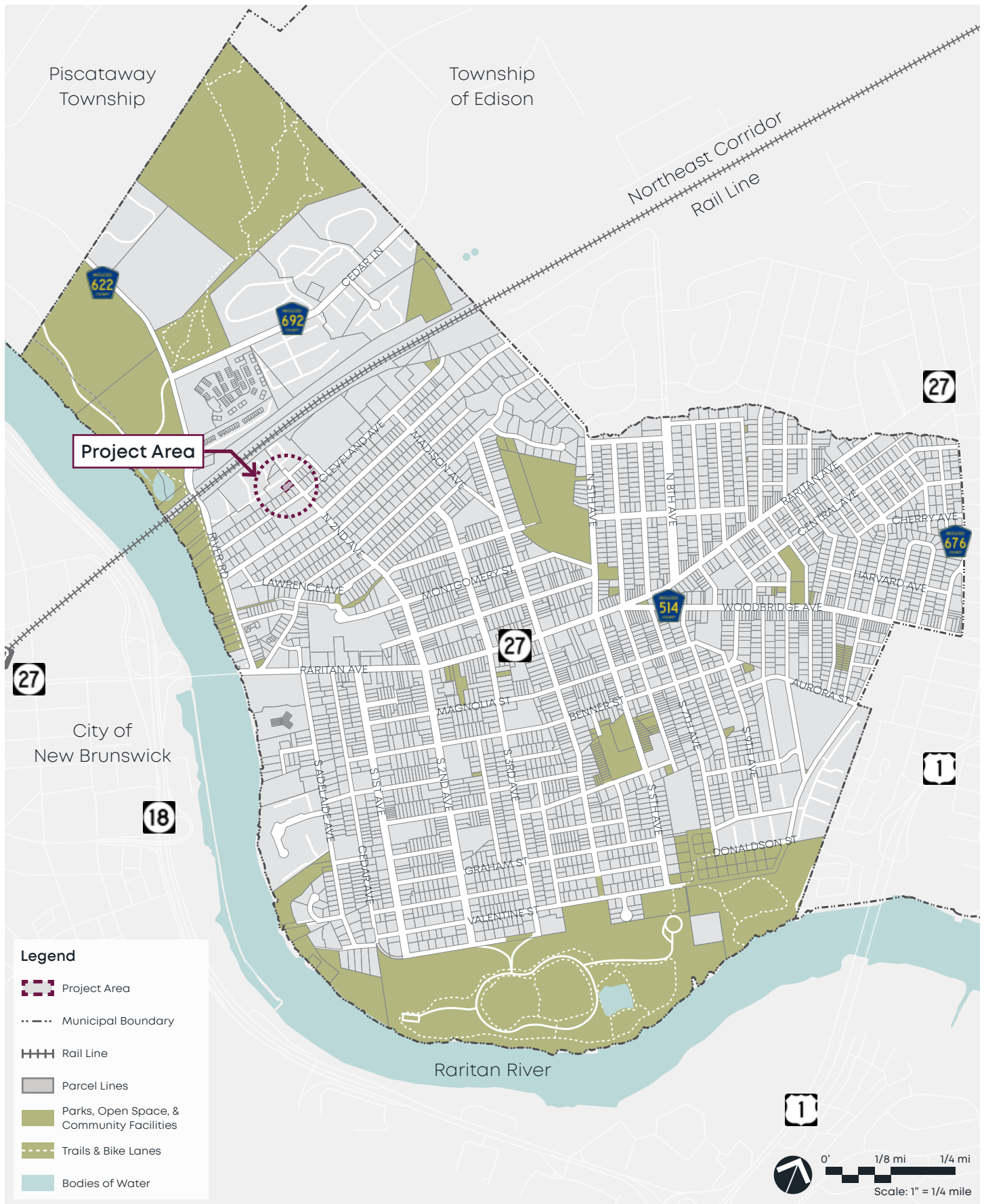
Over the past 20 years, the Borough has undertaken several planning activities in efforts to make the community a vital and sustainable place to live, work, and play. The Mayor and Council of the Borough of Highland Park (the "Borough Council") have been proactively engaging in a number of redevelopment 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.

CLEVELAND AVENUE CORRIDOR VISION

Preserve unique, inherent town qualities while evolving to meet current conditions and emerging trends by transforming and enriching the mix of uses on outdated commercial corridors to support safer, more attractive and livable Complete Street.

Map 1. Context Map



The purpose of this redevelopment plan is to create a site-specific implementation plan for the rehabilitation and/or redevelopment of the existing commercial building to serve as a more appropriate and high-quality transition between the single-family detached dwellings along Cleveland Avenue and the recently-constructed residential development commonly known as the Crossing at Highland Park.

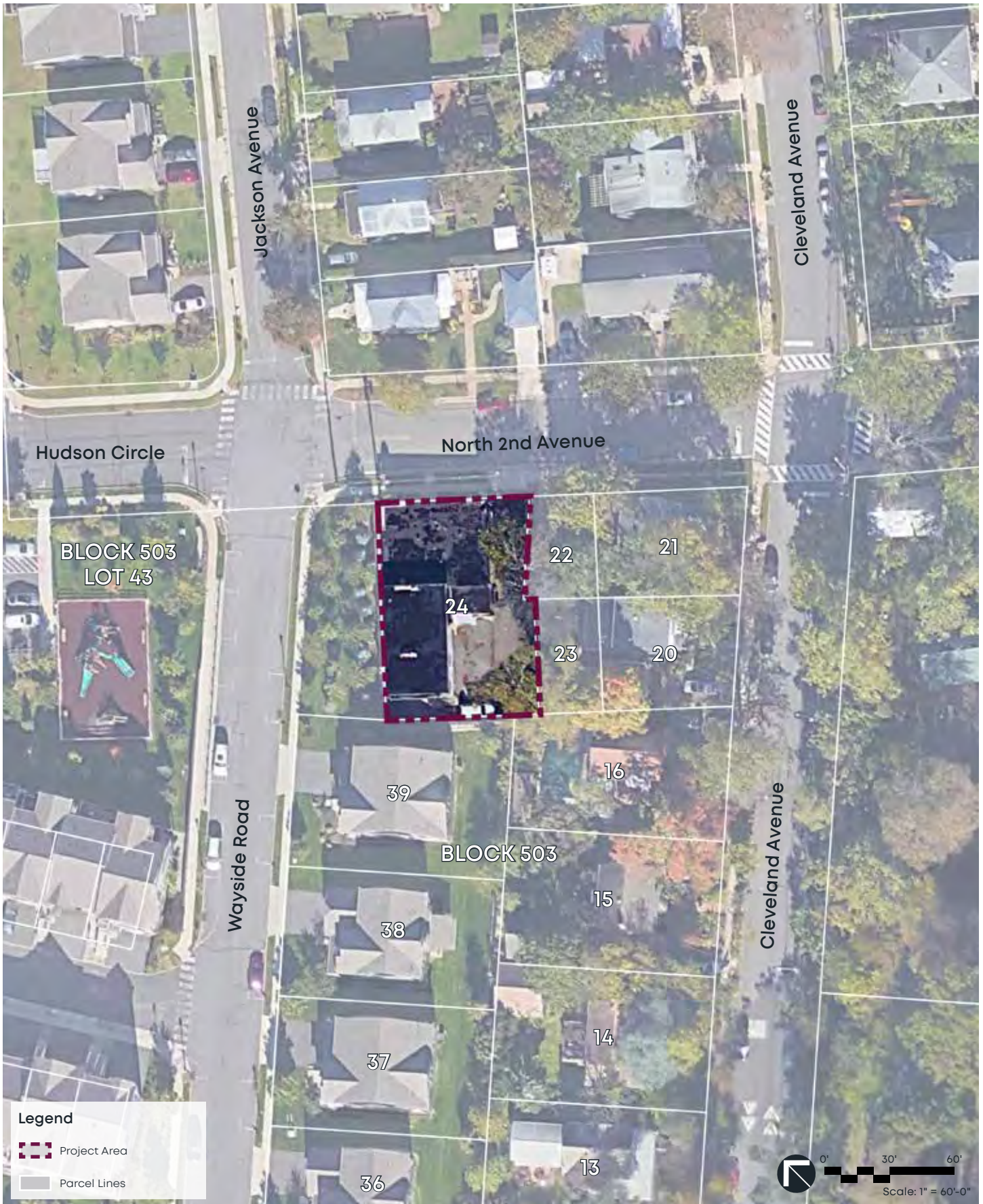
More specifically, the Borough seeks to provide an opportunity for the adaptive reuse of the existing commercial building to a residential use that is consistent with the surrounding residential character and also maintains some of the vestiges of the Borough's industrial past, that would otherwise not be possible as-of-right.

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 503, Lot 24 (the "Project Area") in accordance with this redevelopment plan entitled "810 North 2nd Avenue Redevelopment Plan" (the "Redevelopment Plan" or "Plan").



Looking west toward the Project Area, from the intersection of North 2nd Avenue and Wayside Road (a private road within the Crossings at Highland Park).

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.

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.

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.

REDEVELOPMENT PLAN

On February 6, 2024, the Borough Council adopted Resolution No. 2-24-67 (Exhibit A), authorizing a professional services agreement with LRK, Inc. for redevelopment planning services, including the development of a redevelopment plan for the Project Area.

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 as follows:

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 northwest region of the Borough. The Project Area consists of a single property, a mid-block lot located on the west side of North 2nd Avenue, between Cleveland Avenue to the south and Wayside Road to the north. The property is slightly irregular in shape, approximately 6,938 square feet (or 0.16 acres) in area, with 70.43 feet of frontage along North 2nd Avenue, and having an average depth of 100 feet.

Presently on the property is a one- and two-story frame building with a masonry face, consisting of approximately 5,386 square feet of floor area, together with a narrow driveway accessible from North 2nd Avenue that provides access to a small parking area consisting of five (5) parking spaces at the rear of the property. The portion of the building fronting North 2nd Avenue is one-story in height, while the rear of the building is two (2) stories in height. It is noted that a portion of the paved area extends into the adjacent residential lot, and a one-story frame add-on has limited setback from the shared property line.

3.2 PROPERTY OWNERSHIP & ASSESSMENT

Upon review of property tax records derived from the Middlesex County Property Assessment Search Hub, the property is presently owned by YFM L&N, LLC. The property was purchased by the present property owner in May, 2024 for \$507,000. The current tax assessment is \$754,000, of which \$300,000 is attributed to land value and \$454,000 is attributed to improvement value.

3.3 EXISTING LAND USE & ZONING

The original building was constructed in 1940 as a commercial laboratory, had continued to be used as such, last used by EUTECH Scientific Services Inc., until 2022, and has remained vacant since that time. 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. The Project Area is serviced by PSE&G for electric utilities and PSE&G for gas utilities, and is located within a sewer service area.

The Project Area was previously situated in the C/R Conservation/Recreation Zone until December 18, 2001, at which time Borough Council adopted Ordinance No. 1569, which rezoned several properties - including the Project Area - to the RA-E Single-Family Residential - Ecological Preservation Zone. On October 2, 2012, Borough Council adopted Ordinance 12-1840, which - as a result of a builder's remedy lawsuit - rezoned several adjacent properties to the PURD-1 Planned Unit Residential Development Zone. All other areas to the south are situated in the RA Single-Family Residential Zone.

The RA-E Zone allows for detached single-family dwellings, with flexible bulk standards and detailed design standards in the form of a residential form-based code, and an option for residential cluster development. The adjacent PURD-1 Zone was designed to allow for a planned development consisting of single-family, townhouse, and stacked townhouse dwelling units, including some affordable dwelling units - today's Crossings at Highland Park.

Bird's Eye View of Existing Conditions



Ground-Level Views of Existing Conditions



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 - with the exception of where the existing building is demolished and is replaced with a single- or two-family detached dwelling - shall require the execution of a Redevelopment Agreement in order to apply.

4.2 RELATIONSHIP TO BOROUGH'S MASTER PLAN

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 seek to preserve the Borough's unique town qualities, enrich the mix of uses, expand resiliency and sustainable development, among others.

The development of the 2019 update to the Master Plan involved extensive community participation, including an online survey in which only 6% of respondents indicated that they would like the Cleveland Avenue corridor to "remain the same." During the master plan process, common issues/concerns raised by the community included:

- Create a sense of identity and place that connects to the rest of the Borough;
- Encourage an appropriate mix of uses, community facilities, and gathering places;
- Address the unpleasant streetscape experience due to a lack of sidewalks and street trees;
- Address the underutilization of the corridor through updated zoning.

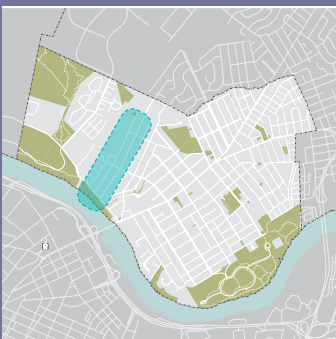
Drawing from community feedback, the Land Use Plan Element provides a vision statement for the Cleveland Avenue Corridor, which reads as follows:

Preserve unique, inherent town qualities while evolving to meet current conditions and emerging trends by transforming and enriching the mix of uses on outdated commercial corridors to support safer, more attractive and livable Complete Streets.

To do so, and to achieve other goals such as facilitating rehabilitation, reinvestment and revitalization, activation of corridors, expansion of living opportunities, and improving mobility, the Master Plan recommends taking advantage of redevelopment tools, expand the range of permitted uses, including "missing middle housing," reinforce distinctive placemaking, incorporate context-sensitive design standards, as well as improve the aesthetics and functionality of the streetscape (including creating safer Complete Streets), to the extent practical in the context of this small site-specific redevelopment plan.

CLEVELAND AVENUE EXISTING CONDITIONS

LAND USE PLAN ELEMENT



Existing conditions along Cleveland Avenue range from a tree-lined residential street closer to the river to the remaining remnants of an older light industrial district with ample vacant and underutilized land.



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.

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.

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 various areas, including land use, housing, redevelopment, among others.

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

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.

5 | VISION

5.1 VISION FOR THE PROJECT AREA

This Redevelopment Plan's approach to redevelopment of the Project Area contemplates establishing flexible and necessary zoning and development standards to permit the adaptive reuse of the existing commercial building to a small apartment building.

The Borough seeks to promote adaptive reuse of an existing building that would help preserve the inherent cultural, heritage, and historical value of the older building - including maintaining some of the industrial history of the Cleveland Avenue corridor - in a neighborhood that has undergone rather significant changes with the planned unit development built nearby.

Generally speaking, adaptive reuse also has a number other environmentally friendly and sustainable benefits, including reduced carbon footprint associated with the production and transportation of new construction materials, and therefore reduce the cost of construction,.

Additionally, the Borough seeks to give new life to an older building, by converting it to a residential use that is consistent with the surrounding residential character, including providing opportunities for the so-called "small missing middle housing" by allowing for different types of and potentially more affordable dwelling units not otherwise found in the neighborhood.

Finally, the Borough seeks to allow for a single-family detached dwelling with the potential for an accessory dwelling unit, or a two-family detached dwelling, should the opportunity for adaptive reuse of the existing building not come to fruition.

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."
- B. The making available of the full range of benefits and inducements for the Project Area, including: federal, state, county and local government funding.
- C. 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.

6 | PROPOSED ZONING REQUIREMENTS

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 where the existing building is demolished and is replaced with a single- or two-family detached dwelling - 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.

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 where adaptive reuse of the existing building is utilized:
 - 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.
- B. The following principal uses and structures shall be permitted in the Project Area in the event that the existing building is demolished:

1. Single-family detached dwelling.
2. Two-family detached dwelling.

6.2.2. PERMITTED ACCESSORY USES

A. The following accessory uses and structures shall be permitted in the Project Area:

1. Accessory dwelling unit ("ADU"); however, such may only be accessory to a single-family detached dwelling. For purposes of this Redevelopment Plan, an ADU is defined as a smaller, independent dwelling located on the same lot as a stand-alone single-family home (i.e., detached ADU), an add-on to the single-family home on the lot (i.e., attached ADU), or within the footprint of the single-family home on the lot (i.e., internal ADU), and so long as the floor area of the ADU does not exceed 50% of the floor area of the single-family home on the lot or 800 square feet, whichever is less.
2. Driveways, carports, garages, and off-street parking for residents.
3. Greenhouses, storage / tool sheds, and other similar structures.
4. Private recreational facilities including fitness/recreation facilities, pools, courtyards, gardens, roof top terrace, and other amenities for residents.
5. Patios, decks, gazebos, and other similar structures.
6. Fences, walls, retaining walls, hedges, and other similar landscape elements.
7. Home occupations.
8. Satellite dish antenna (receive only).
9. Other uses and structures deemed to be ancillary and customarily incidental accessory uses and structures with respect to uses permitted hereunder.

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 development within the Project Area where adaptive reuse of the existing building is utilized.

Area Requirements

1. There shall be no minimum lot area nor lot dimensional requirements; the development shall utilize the entire lot.

Floor Area Requirements

2. Maximum Floor Area Ratio*: 0.90.

*Floor Area Ratio is defined in Section 6.4.2. below.

Building Setback Requirements

3. Minimum setback from North 2nd Avenue: 0 feet to the first floor; 35 feet to the second floor.
4. Minimum setback from left side lot line: 12 feet.
5. Minimum setback from right side lot line: 2 feet.
6. Minimum setback from rear lot line: 8 feet; in order to comply with this provision, the rear one-story frame portion of the existing building shall be removed.

Coverage Requirements

7. Maximum building coverage: 65%.
8. Maximum impervious coverage: 95%; in order to comply with this provision, portions of the existing parking area shall be removed.

Height* Requirements

9. Maximum building in stories & feet: Not greater than what presently exists.

*Height is defined in Section 6.4.3. below.

- B. The following area and bulk regulations shall apply to development within the Project Area in the event that the existing building is demolished:

1. All requirements promulgated by the underlying Ordinance pertaining to single- and two-family detached dwellings in the RA Zone.

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 five (5) feet into a side or rear yard setback, provided that they are not closer than three (3) feet to a side or rear lot line.

- C. Covered decks leading to the ground floor shall be permitted to project not more than five (5) feet into a side or rear yard setback and uncovered decks leading to the ground floor shall be permitted to project not more than 10 feet into a side or rear yard setback, provided that they are not closer than three (3) feet to a side or rear lot line.
- D. Balconies shall be permitted to project not more than 18 inches into a side or rear yard setback, provided that they are not closer than one (1) foot to a side or rear lot line. In the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, balconies, bay windows, and box bay windows shall be permitted to project not more than three (3) feet into any yard setback, provided that they are not closer than three (3) feet to any lot line.
- E. Cornices, eaves, other roof overhangs, chimneys, gutters, and downspouts shall be permitted to project not more than three (3) feet into any yard setback, provided that they are not closer than one (1) foot to a side or rear lot line.
- F. Belt courses, windowsills, and other similar ornamental features shall be permitted to project not more than one (1) foot into any yard setback, provided that they are not closer than one (1) foot to a side or rear lot line.
- G. Ramps and stairways leading to a building entrance shall be permitted to project into any yard setback, without limitation, provided that they are not closer than three (3) feet to a side or rear lot line and do not encroach into a public right-of-way.
- H. Awnings and structural canopies shall be permitted to project not more than five (5) feet into any yard setback, provided that they have a minimum vertical clearance of eight (8) feet, are no closer than three (3) feet into a side or rear lot line, and do not encroach into a public right-of-way.

6.4.2. DEFINITION OF FLOOR AREA RATIO

- A. Floor Area Ratio shall be calculated by the gross floor area of all buildings on a lot divided by the lot area.
- B. Gross floor area shall be computed by the sum of all floors of a building included within the outside faces of exterior walls, including recessed balconies and mezzanines, but not including cellars or basements.
- C. If any portion of interior space has a ceiling height of 12 feet or greater, those portions of the interior space having a ceiling height of 12 feet or greater shall be counted twice for the purpose of calculating gross floor area.

6.4.3. 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 in the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, except that the parking requirements for single- and two-family dwellings shall be governed by RSIS and the parking requirements for an ADU, where permitted, shall require one (1) parking space per bedroom.

6.5.1. OVERALL CIRCULATION & OFF-SITE IMPROVEMENTS

- A. The overall streetscape along North 2nd 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. Any off-site improvements shall be addressed in accordance with a Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper.

6.5.2. PARKING REQUIREMENTS

- A. Parking requirements for multifamily apartments and live/work units shall be regulated as follows:
 - 1. The minimum parking requirement for residential uses shall be one (1) parking space 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. 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.
- B. Provisions for electric vehicle (“EV”) charging infrastructure and/or stations shall be provided within the Project Area 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.
- C. Provisions for bicycle parking shall be provided to accommodate 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).

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. The minimum driveway and parking area setback from a side or rear lot line shall be one (1) foot. In order to comply with this provision, portions of the existing off-street parking area that encroaches onto adjacent property and within one (1) foot of the side or rear lot lines shall be removed.
- C. The minimum parking stall size for standard parking spaces shall be nine (9) feet wide by 18 feet long, except for accessible parking spaces and associated access aisles which shall be subject to standards promulgated by the Americans with Disabilities Act (“ADA”).

6.5.4. PEDESTRIAN WALKWAYS

- A. Walkways shall be provided in order to provide a pedestrian connection between public sidewalks and entrances of buildings.
- B. Walkways shall be provided in order to provide a pedestrian connection between entrances of buildings and parking areas.

6.5.5. 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. 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.

6.5.6. LANDSCAPING

- A. Street trees shall be provided at intervals of approximately 30 to 50 feet along North 2nd Avenue, 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 and along the perimeter of 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. Any existing shrubbery located between the existing building and the public sidewalk along North 2nd Avenue shall be removed and replaced with foundation plantings and/or planters such that they will not block the public sidewalk or be situated within any clear sight triangles.
- D. 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.
- E. 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.

6.5.7. LIGHTING

- A. All parking and pedestrian areas shall be provided with residential-scale light fixtures.
- B. 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.
- C. All fixtures shall be appropriately shielded and, where attached to a building, such shall be focused downward.
- D. All fixtures shall be LED, non-glare, full cut-off and shall not exceed a color temperature of 3,300K.

6.5.8. SIGNAGE

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

6.5.9. 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.

6.5.10. BUILDING DESIGN

A. All development shall address the following building design standards, which shall be addressed 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. Existing windows should be enlarged to the extent practical.
2. Minimum dwelling unit floor areas shall be as follows:

Type	Average	Minimum
Studio / efficiency units	450 SF	400 SF
One-bedroom units	800 SF	750 SF
Two-bedroom units	950 SF	900 SF
Three-bedroom units	1,100 SF	1,050 SF

3. Minimum bedroom floor area shall be 150 square feet for the first bedroom and 100 square feet for each bedroom thereafter.

4. No units shall be located below grade.
5. Any mechanical equipment and HVAC units shall be located 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.

6.5.11. SUSTAINABLE DESIGN

- A. All development shall incorporate multiple elements from the following Sustainable Design strategies or features, which shall be addressed in accordance with a 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

6.6 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 community, but not necessarily within the Project Area.

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 Redevelopment Entity and the Redeveloper.

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 SINGLE- OR TWO-FAMILY DETACHED DWELLING

In the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, 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 is developed with a single- or two-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 SINGLE- OR TWO-FAMILY DETACHED DWELLING

In the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, 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 is developed with a single- or two-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, the existing building is vacant. 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.

APPENDIX A: BOROUGH COUNCIL RESOLUTION NO. 2-24-67

**RESOLUTION NO. 2-24-67
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
LRK FOR PROFESSIONAL PLANNING SERVICES RELATED TO PREPARATION
OF A REDEVELOPMENT PLAN FOR 810 NO. 2ND AVE, BLOCK 503, LOT 24**

WHEREAS, the Borough of Highland Park has need of the services of a Planner to provide redevelopment planning services in connection with 810 No. 2nd Avenue, Block 503, Lot 24; and

WHEREAS, LRK has provided a proposal to the Borough of Highland Park for these services and has demonstrated that they are a firm of licensed planners in the State of New Jersey with extensive experience in drafting redevelopment plans; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

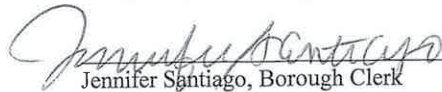
WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-170-233 in an amount not to exceed \$7,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-30.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park 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 with LRK, Inc., 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, a copy attached hereto.
2. Notice of this contract shall 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 February 6, 2024.


Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

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**CAPITAL ORDINANCE NO. 24-2093
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**CAPITAL ORDINANCE PROVIDING FOR IMPROVEMENTS TO HIGHLAND AVENUE
PROJECT, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY,
APPROPRIATING \$550,000.00 FROM THE LOCAL TRANSPORTATION PROJECTS
FUND THEREFOR TO PAY THE COST THEREOF:**

**NOW THEREFORE BE IT ORDAINED AND ENACTED BY THE BOROUGH OF
HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AS
FOLLOWS:**

Section 1: The capital purpose described in Section 2 of the capital ordinance is hereby authorized as a general capital purpose to be undertaken by the Borough of Highland Park, in the County of Middlesex, State of New Jersey for the said improvement (s) or purpose stated in Section 2 hereof, and is hereby appropriated the sum of \$550,000.00 funded by Local Transportation Projects Fund Program.

Section 2: The capital purpose hereby authorizes roadway improvements to Highland Avenue.

Section 3: The expenditure of \$550,000.00 appropriation for a New Jersey Department of Transportation, for the purpose set forth in Section 2 hereof, is hereby authorized and approved.

Section 4: The capital budget of the Borough is hereby amended, if needed, to conform with the provisions of this capital ordinance and, to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing the full detail of the amended capital budget and capital programs as approved by the Director of Local Government Services, New Jersey Department Of Community Affairs is on file in the office of the Clerk, if needed, and is available for public inspection.

Section 5: This ordinance shall take effect immediately after the final adoption as described in N.J.S.A. 40:49-2.

Introduced on first reading by title: August 13, 2024

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

**RESOLUTION NO. 8-24-198
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2023 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body, and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments
Recommendations

and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
Recommendations

as evidenced by the group affidavit form of the governing body, and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Borough of Highland Park, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution, and the required affidavit to said Board to show evidence of said compliance.

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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

RESOLUTION No. 8-24-199
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX

RESOLUTON TO ADOPT UPDATED BY-LAWS FOR MUNICIPAL ALLIANCE

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the By-Laws of the Highland Park Municipal Alliance, and on file in the office of the Borough Clerk shall be and are hereby adopted as the By-Laws of the Municipal Alliance for the year 2024.

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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BYLAWS OF THE HIGHLAND PARK MUNICIPAL ALLIANCE

ARTICLE I- NAME

The name of this organization shall be the Highland Park Municipal Alliance Committee.

ARTICLE II- AUTHORIZATION

As authorized by the Governing Body of the Borough of Highland Park through a resolution, this group shall serve as the Alliance of the above said municipality in accord with P.L. 1989, C. 51.

ARTICLE III – PURPOSE

In accord with the above authorization, the purpose of the Alliance is:

- a. Organize and coordinate efforts involving school, law enforcement, business and community groups for purpose of reducing alcoholism, drug abuse and crime.
- b. Develop comprehensive alcoholism and drug abuse education, outreach and support efforts for parents.
- c. Develop a comprehensive alcoholism and drug abuse community awareness program.
- d. Develop a community watch program

ARTICLE IV – MEMBERSHIP

Membership on the Municipal Alliance Committee shall be appointed by the Municipal Alliance Chairperson, and shall include but not necessarily be limited to representatives of the following groups:

- a. Council Member
- b. Police Officer
- c. Municipal Employee
- d. Representative of local religious groups
- e. Youth representatives
- f. Two residents of the Borough of Highland Park

ARTICLE V- FUNCTIONS

The functions of the Municipal Alliance Committee shall be:

- a. To create a network of community leaders, private citizens, and representatives from public and private human service agencies who are dedicated to promoting and supporting alcohol and other drug and crime prevention and education programs
- b. To conduct an assessment of community wide needs pertaining to alcohol and other drug abuse issues.
- c. To identify existing efforts and services acting to reduce alcohol and other drug abuse.
- d. To assist in the development of programs at the Municipal level that accomplishes the purpose of the Alliance effort.
- e. To assist the Municipality in acquiring funds for Alliance programs.
- f. To cooperate with Governor's Council on Substance Use Disorder, as well as the County Alliance Committee to provide data, reports, or other information that may be needed to assist in the Alliance effort.

ARTICLE VI- MEETINGS

Meetings shall be held as the schedule is adopted at the last meeting of the calendar year, each year, which will include the time and place of the meeting.

ARTICLE VII - FUNDING

The Alliance shall develop a comprehensive plan to provide matching funds at least equivalent to the amount of monies received from GCSUD funds. These matching funds shall be a minimum of 25% cash and 75% In-Kind. All decisions of the MACADA involving the use and expenditure of funds require a vote of a simple majority of members of the Alliance.

ARTICLE VIII – VOTING PROCEDURES AND ADOPTION

All decisions require a quorum to be present; a quorum being defined herein as at least one third (1/3) of the appointment membership. Each appointed member of the Alliance shall have one (1) vote.

ARTICLE IX-CONFLICT OF INTEREST

A conflict of interest may exist if a MAC member can reasonably expect that his or her conduct will directly result in a financial benefit to him or herself, his or her family members, his or her business associates, his or her employers, or to businesses that the member represents. In situations where a conflict of interest may exist, the MAC member must recuse him or herself. All Municipal Alliance Committees must have their members sign conflict of interest statements annually to be made available for review by the county and/or GCSUD (see the County Alliance Coordinator for a sample conflict of interest statement).

Recusal means that the individual is not participating in deliberations or debates, or debates, making recommendations, giving advice, considering findings, voting or in any other way assuming responsibility for or participating in any aspect of the decision making regarding the matter, where there are potential conflicts of interest.

Consultants or providers who are directly or indirectly involved in providing prevention services to the Municipal Alliance are subject to the recusal requirement.

ARTICLE X – AMENDMENT

All purposed amendments of proposed changes to the Bylaws shall be presented to the Alliance one (1) month prior to the formal voting meeting. All decisions on amendments or changes to the Bylaws require a majority vote of the attending voting membership.

***These bylaws were duly adopted with a majority vote on May 11, 2000.
(By the Middlesex County Municipal
Alliance)

**RESOLUTION NO. 8-24-200
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE PURCHASE OF LEAF BAGS WITH PABCO
INDUSTRIES LLC**

WHEREAS, the Highland Park Department of Public Works has a need to purchase leaf bags;
and

WHEREAS, the Borough desires to purchase leaf bags; and

WHEREAS, quotes for said purchase were received from the following, to wit:

<u>NAME</u>	<u>PRICE</u>
Pabco Industries, LLC (18,000 bags)	\$10,620.00
Uline (18,000 bags)	\$15,900.00
Grainger (18,000 bags)	\$24,552.00

WHEREAS, the Recycling Coordinator has recommended the purchase of said leaf bags from Pabco Industries, LLC at an amount not to exceed \$10,620.00; and

WHEREAS, funds are available for this purpose in Account No. G-02-41-778-200 in the amount of \$10,620.00, as reflected by the certification of funds available by the Chief Financial Officer, no. 2024-66.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Superintendent of Public Works and Public Utilities is hereby authorized and directed to purchase of leaf bags from Pabco Industries, LLC, 166 Frelinghuysen Avenue, Newark NJ 07114, for a total price of \$10,620.00.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Superintendent of Public Works and the Finance Department.

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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

PABCO INDUSTRIES, LLC

166 FRELINGHUYSEN AVENUE
 NEWARK, NJ 07114
 (973) 242-2200 • FAX: (973) 242-1044

Sales - sales@pabco.com
 Customer Service - service@pabco.com

PRICE QUOTE

Page 1

Printed 06/25/24 TS

Quoted

HIGHLAND PARK BOROUGH
 221 SOUTH FIFTH ST
 HIGHLAND PARK NJ 08904
 Tel: 732-514-1277 Fax: 732-247-4844

Ship To

BOROUGH OF HIGHLAND PARK
 DEPARTMENT OF PUBLIC WORKS
 444 VALENTINE STREET
 HIGHLAND PARK NJ 08904

Quote # B01502	Quote Date 06/25/2024	Exp Date 07/25/2024	Customer # 0002848	Customer P/O #	Ship Via Common Carrier	Writer TS
Job ID			Customer Terms Net 30		Salesman HOUSE SALES	

Product	Description	UM	Quant	Unit Price	Disc%	Extension
LB-LEAVESONLY	2-PLY PAPER LEAF BAGS PTD "LEAVES ONLY" GENERIC PRT GREEN INK 10 TRI-FOLDED BAGS PER PACK @ 5 PACKS PER BDL (50 BAGS/BDL)	BDL	360	29.5000	NET	10620.00
***	PRICING FOR 18,000 BAGS. SAME GENERIC LEAVES ONLY AS IN THE PAST.		10,620.00
LB-LEAVESONLY	2-PLY PAPER LEAF BAGS PTD "LEAVES ONLY" GENERIC PRT GREEN INK 10 TRI-FOLDED BAGS PER PACK @ 5 PACKS PER BDL (50 BAGS/BDL)	BDL	540	29.5000	NET	15930.00
***	THIS QUOTE IS FOR 23,400 BAGS, SINCE NEEDS TO BE IN FULL PALLET INCREMENTS. SAME LEAVESD ONLY GENERIC IMPRINT AS IN THE PAST.	15,930.00
SP	AS IN THE PAST, I NEED TO HAVE A COMBINED ORDER OF 1440 BDLs TO PRODUCE THIS ITEM SO THIS IS CONTINGENT ON OTHER MUNICIPALITIES ORDERS TO	EA	1	0.0000	NET	0.00

Continue...



166 FRELINGHUYSEN AVENUE
 NEWARK, NJ 07114
 (973) 242-2200 • FAX: (973) 242-1044

PRICE QUOTE

Sales - sales@pabco.com
 Customer Service - service@pabco.com

Page 2
 Printed 06/25/24 TB

Quoted
 HIGHLAND PARK BOROUGH
 221 SOUTH FIFTH ST
 HIGHLAND PARK NJ 08904
 Tel:732-514-1277 Fax:732-247-4844

Ship To
 BOROUGH OF HIGHLAND PARK
 DEPARTMENT OF PUBLIC WORKS
 444 VALENTINE STREET
 HIGHLAND PARK NJ 08904

Quote # B01502	Quote Date 06/25/2024	Exp Date 07/25/2024	Customer # 0002848	Customer P/O #	Ship Via Common Carrier	Writer TS
Job ID			Customer Terms Net 30	Salesman HOUSE SALES		

Product	Description	UM	Quant	Unit Price	Disc%	Extension
	SUBMIT A COMBINED ORDER IN ORDER TO PRODUCE.					

X: _____ (Accepted by)	Sub Total	\$26,550.00
	Tax Amount	\$0.00
	Total	\$26,550.00

MESSAGE	TERMS

**RESOLUTION NO. 8-24-201
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING REPAIRS TO GARBAGE TRUCK NO. 5 WITH
NORCIA CORPORATION**

WHEREAS, there is a need for replace/repairs to the carrier deck to garbage truck 5 for the Highland Park Public Works Department; and

WHEREAS, three (3) quotes were solicited and two (2) quotes were received as follows:

Norcia Corporation	\$15,391.95
Sanitation Equipment Corporation	\$23,182.35
Atlantic Truck Salvage	no response; and

WHEREAS, the Superintendent of Public Works has recommended that said services be obtained from Norcia Corporation, North Brunswick NJ based on their quote for same, previous work done for Highland Park, their experience and equipment; and

WHEREAS, funds for this purpose are available in the Current Fund Account No. 4-01-26-315-232, in an amount not to exceed \$15,391.95, as reflected by the certification of funds by the Chief Financial Officer No. 2024-67.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey,

1. The Superintendent of Public Works is hereby authorized and directed to accept the quote for carrier desk replacement/repairs to garbage truck 5 with Norcia Corporation, 451 Blackhorse Lane, North Brunswick NJ 08902, at a total cost of \$15,391.95.
2. A certified copy of this resolution be forwarded to the Superintendent of Public Works and the Chief Financial Officer.

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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

NORCIA

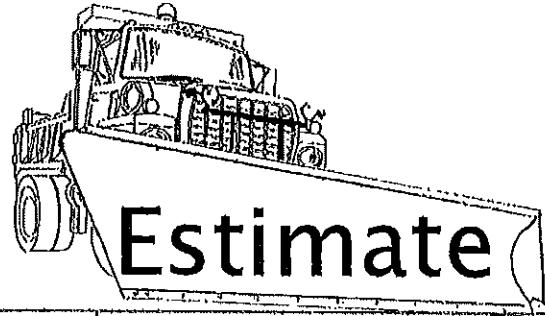
CORPORATION

451 BLACKHORSE LANE
 NORTH BRUNSWICK, NJ 08902
 732-297-1101 - PHONE
 732-297-8129 - FAX

DATE	ESTIMATR #
7/18/2024	19805

QUOTE TO:

BOROUGH OF HIGHLAND PARK
 DEPT OF PUBLIC WORKS
 444 VALANTINE STREET
 HIGHLAND PARK, NJ 08904
 ATTN: LINDA



THIS QUOTE IS GOOD FOR 30 DAYS

QUOTED BY:	TERMS	YEAR/MAKE	VIN #	
	Net 30	#5	2RHH s/n RLI0111NAA	
QTY	DESCRIPTION	ITEM	COST	TOTAL
	BODY WILL NEED THE FOLLOWING PARTS FOR REPAIR: BODY WILL NEED A NEW DECK. REMOVE CARRIER PANEL AND REPLACE. CARRIER PANEL	LBA400628-04 LABOR	3,961.82 3,200.00	3,961.82 3,200.00
	NEW BEARING STRAPS AND BOLTS.			
4	STRAP W/ WELDED BRASS INSERT OLD # 405527	LBA100173/405527	101.09	404.36
8	THRU BOLT 1" X 9 1/2" HBX	LEAQU814982	37.98	303.84
16	FLAT WASHER 1"	LBA41876	3.28	52.48
8	SHIM REPLACES 41816-1	LBA100177	4.93	39.44
	WHILE DECK IS REMOVED, REMOVE PARTITION AND INSTALL NEW PARTITION. WIPER BEAM HAS BROKEN OFF ONE SIDE OF HOPPER AND NEEDS TO BE REALIGNED AND REATTACHED. CENTER PARTITION, 2RH/2RHH	LBA100106 LABOR	1,258.45 2,750.00	1,258.45 2,750.00
	INSTALL NEW ROLLERS, SHIMS, AND SHIM HOLDERS.			
4	ROLLER ASSY	LBA103921	302.21	1,208.84
10	SHIM	LBA100170	2.91	29.10
4	SPACER REPLACES 2R-1799	LBA100163	10.97	43.88
	NEW DUSHINGS IN SWEEP PANEL.	LABOR	600.00	600.00
2	BEARING SLEEVE REPLACES 2R-2041	LBA100189	141.82	283.64
2	PLUG REPLACES 2R-2042	LBA100190	28.05	56.10
	LABOR	LABOR	600.00	600.00
	APPROX 1 WEEK TO PROCURE PARTS * ESTIMATE DOES NOT COVER ANY UNFORESEEN DAMAGES**			
QUOTE ACCEPTED BY X _____			TOTAL	\$15,391.95

**RESOLUTION NO. 8-24-202
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING CONTRACT WITH B&W CONSTRUCTION CO. OF
NJ FOR REPAIRS TO SEWER MAIN ON BRAUN AVENUE**

WHEREAS, there is a need to repair the sewer main on Braun Avenue; and

WHEREAS, three quotes for this work were solicited and received as follows:

B&W Construction Co. of NJ Inc.	\$10,900.00
J. Fletcher Creamer & Sons Inc.	\$11,766.18
Moran Paving	no response; and

WHEREAS, USA-Highland Park, the Borough’s Water and Sewer Utility Operator, 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 Utility Budget Account No. 4-05-55-500-423 in an amount not to exceed \$10,900.00, as reflected by the certification of funds by the Finance Director No. 2024-68.

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 repairs to the sewer main on Braun Avenue from B&W Construction Co. of NJ, P.O. Box 574 South River, NJ 08882 at a total cost not to exceed \$10,900.00.
2. That a certified copy of this resolution be forwarded to the USA-Highland Park Operations Foreman and the Chief Financial Officer forthwith.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



P.O. Box 574
South River, NJ 08882

Phone 732-967-1900
Fax 732-967-6330

July 16, 2024

Page 1 of 2

Borough of Highland Park
Sewer Department
444 Valentine Street
Highland Park, NJ 08904

Tele. (732) 379-0601
Email. Khusko@middlesexwater.com

Attn: Mr. Keith Husko
Supervisor

**RE: PROPOSAL TO REPAIR 8-INCH CLAY SANITARY SEWER MAIN LOCATED
NEAR THE INTERSECTION OF BRAUN AVENUE AND DONALDSON STREET,
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 45 SF above broken sewer.
4. Excavate and locate sanitary sewer main.
5. Set in place trench box for trench safety.
6. Cut and remove broken section of 8-inch clay pipe up to 6 LF.
7. Excavate 6-inches below invert.
8. Backfill trench using ¾" clean stone for pipe bedding.
9. Supply and install up to 6 LF of 8-Inch SDR 35 pipe using (2) 8-inch clay to PVC flexible couplings.
10. Backfill to the top of the new pipe using ¾" clean stone.
11. Remove trench box from the hole.
12. Backfill trench using ¾" blend stone up to 8-inches below finished road elevation, compacting in lifts to prevent future settlement.
13. Supply and install stabilized base course asphalt 6 inches thick.
14. Supply and install FABC top course asphalt 2 inches thick with tack.
15. Dispose of all excavation and pavement off site.
16. Clean up the work area.
17. Remove all signs and cones.

CONSTRUCT THE ABOVE FOR AN ESTIMATED COST OF \$10,900.00

NOTES:

- A. Police to be supplied and paid for by the Borough of Highland Park.



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

- B. Any permit or fee necessary shall be supplied and paid for by the Borough of Highland Park.
- C. This proposal doesn't include the temporary or permanent relocation of any utilities. If necessary, this proposal shall increase accordingly.
- D. This proposal is based upon completing this repair in (1) 8-hour workday. If it takes longer to complete, this proposal will increase accordingly.
- E. 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. 8-24-203
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING CANCELLATION OF TAXES

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Tax Collector shall be and is hereby authorized to cancel taxes for the following due to tax exempt status:

1st, 2nd, 3rd and 4th quarter of 2024 (veteran exemption):

<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>
1704	44	\$2,017.50
1704	45	\$2,017.50

2nd, 3rd and 4th quarter of 2024:

<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>
2203	9	\$8,614.12

3rd and 4th quarter of 2024

<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>
3104	7	\$14,457.20

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Finance Director and Tax Collector 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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-204
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION REFERRING TO THE PLANNING BOARD FOR REVIEW AND COMMENT A REDEVELOPMENT PLAN ENTITLED “810 NORTH 2ND 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 503, Lot 24 (the “**Property**”) in accordance with the Redevelopment Law; and

WHEREAS, by Resolution No. 2-24-67, adopted on February 6, 2024, the Council authorized LRK, Inc. (the “**Planner**”) to prepare a redevelopment plan for the Property, which plan is entitled the “810 North 2nd 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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Exhibit A

810 North 2nd Avenue Redevelopment Plan



810 NORTH 2ND AVENUE REDEVELOPMENT PLAN

Block 503, Lot 24

Borough of Highland Park, Middlesex County, New Jersey

Prepared by **LRK, Inc.** | August 7, 2024



HIGHLAND
PARK

810 North 2nd Avenue Redevelopment Plan

Block 503, Lot 24

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, consisting of several overlapping, stylized strokes.

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, many 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.

CLEVELAND AVENUE CORRIDOR VISION

Preserve unique, inherent town qualities while evolving to meet current conditions and emerging trends by transforming and enriching the mix of uses on outdated commercial corridors to support safer, more attractive and livable Complete Street.

Map 1. Context Map



The purpose of this redevelopment plan is to create a site-specific implementation plan for the rehabilitation and/or redevelopment of the existing commercial building to serve as a more appropriate and high-quality transition between the single-family detached dwellings along Cleveland Avenue and the recently-constructed residential development commonly known as the Crossing at Highland Park.

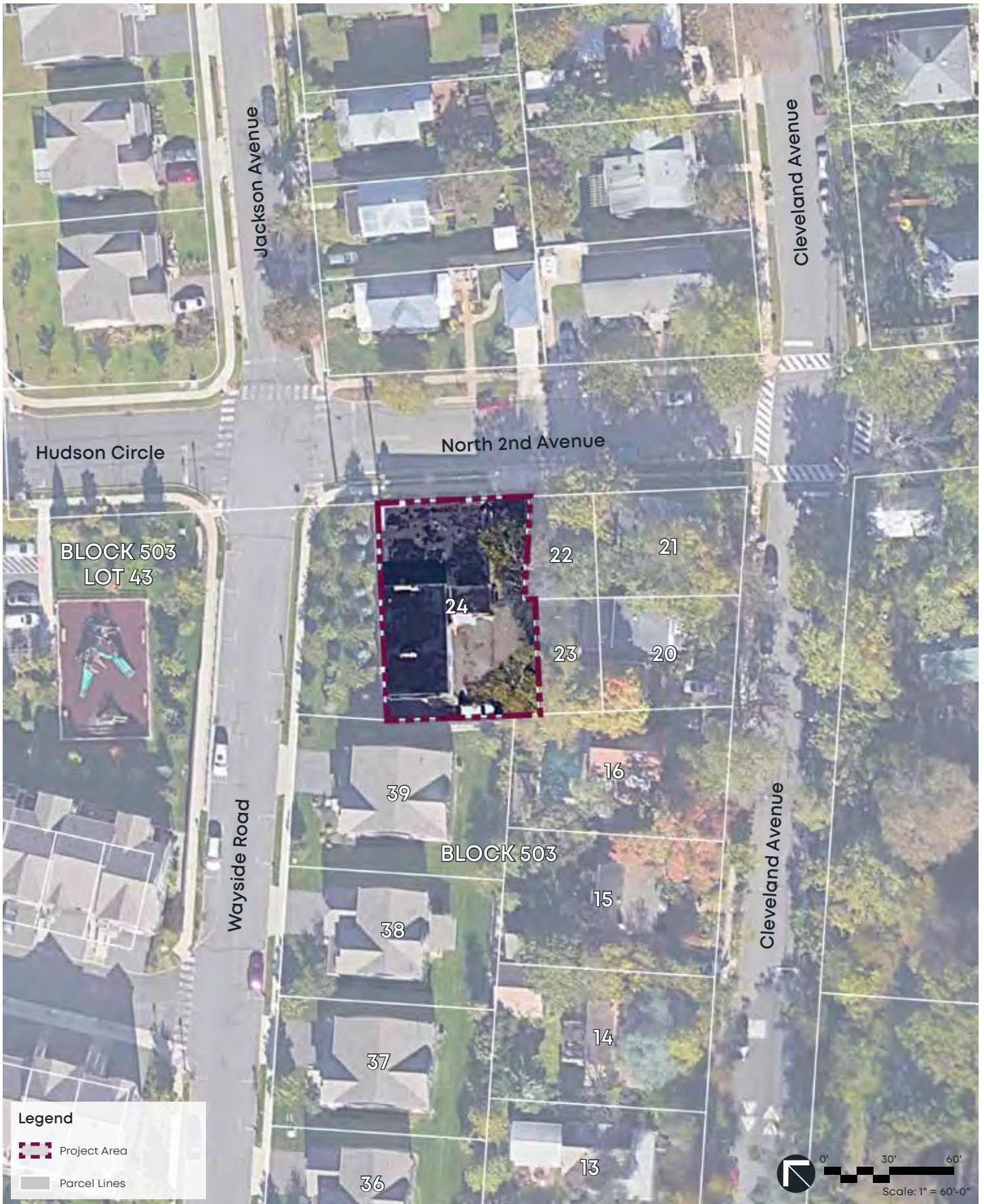
More specifically, the Borough seeks to provide an opportunity for the adaptive reuse of the existing commercial building to a residential use that is consistent with the surrounding residential character and also maintains some of the vestiges of the Borough's industrial past, that would otherwise not be possible as-of-right.

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 503, Lot 24 (the "Project Area") in accordance with this redevelopment plan entitled "810 North 2nd Avenue Redevelopment Plan" (the "Redevelopment Plan" or "Plan").



Looking west toward the Project Area, from the intersection of North 2nd Avenue and Wayside Road (a private road within the Crossings at Highland Park).

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.

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.

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.

REDEVELOPMENT PLAN

On February 6, 2024, the Borough Council adopted Resolution No. 2-24-67 (Exhibit A), authorizing a professional services agreement with LRK, Inc. for redevelopment planning services, including the development of a redevelopment plan for the Project Area.

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 as follows:

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 northwest region of the Borough. The Project Area consists of a single property, a mid-block lot located on the west side of North 2nd Avenue, between Cleveland Avenue to the south and Wayside Road to the north. The property is slightly irregular in shape, approximately 6,938 square feet (or 0.16 acres) in area, with 70.43 feet of frontage along North 2nd Avenue, and having an average depth of 100 feet.

Presently on the property is a one- and two-story frame building with a masonry face, consisting of approximately 5,386 square feet of floor area, together with a narrow driveway accessible from North 2nd Avenue that provides access to a small parking area consisting of five (5) parking spaces at the rear of the property. The portion of the building fronting North 2nd Avenue is one-story in height, while the rear of the building is two (2) stories in height. It is noted that a portion of the paved area extends into the adjacent residential lot, and a one-story frame add-on has limited setback from the shared property line.

3.2 PROPERTY OWNERSHIP & ASSESSMENT

Upon review of property tax records derived from the Middlesex County Property Assessment Search Hub, the property is presently owned by YFM L&N, LLC. The property was purchased by the present property owner in May, 2024 for \$507,000. The current tax assessment is \$754,000, of which \$300,000 is attributed to land value and \$454,000 is attributed to improvement value.

3.3 EXISTING LAND USE & ZONING

The original building was constructed in 1940 as a commercial laboratory, had continued to be used as such, last used by EUTECH Scientific Services Inc., until 2022, and has remained vacant since that time. 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. The Project Area is serviced by PSE&G for electric utilities and PSE&G for gas utilities, and is located within a sewer service area.

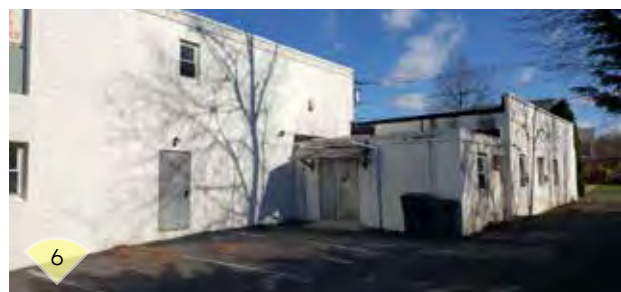
The Project Area was previously situated in the C/R Conservation/Recreation Zone until December 18, 2001, at which time Borough Council adopted Ordinance No. 1569, which rezoned several properties - including the Project Area - to the RA-E Single-Family Residential - Ecological Preservation Zone. On October 2, 2012, Borough Council adopted Ordinance 12-1840, which - as a result of a builder's remedy lawsuit - rezoned several adjacent properties to the PURD-1 Planned Unit Residential Development Zone. All other areas to the south are situated in the RA Single-Family Residential Zone.

The RA-E Zone allows for detached single-family dwellings, with flexible bulk standards and detailed design standards in the form of a residential form-based code, and an option for residential cluster development. The adjacent PURD-1 Zone was designed to allow for a planned development consisting of single-family, townhouse, and stacked townhouse dwelling units, including some affordable dwelling units - today's Crossings at Highland Park.

Bird's Eye View of Existing Conditions



Ground-Level Views of Existing Conditions



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 - with the exception of where the existing building is demolished and is replaced with a single- or two-family detached dwelling - shall require the execution of a Redevelopment Agreement in order to apply.

4.2 RELATIONSHIP TO BOROUGH'S MASTER PLAN

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 seek to preserve the Borough's unique town qualities, enrich the mix of uses, expand resiliency and sustainable development, among others.

The development of the 2019 update to the Master Plan involved extensive community participation, including an online survey in which only 6% of respondents indicated that they would like the Cleveland Avenue corridor to "remain the same." During the master plan process, common issues/concerns raised by the community included:

- Create a sense of identity and place that connects to the rest of the Borough;
- Encourage an appropriate mix of uses, community facilities, and gathering places;
- Address the unpleasant streetscape experience due to a lack of sidewalks and street trees;
- Address the underutilization of the corridor through updated zoning.

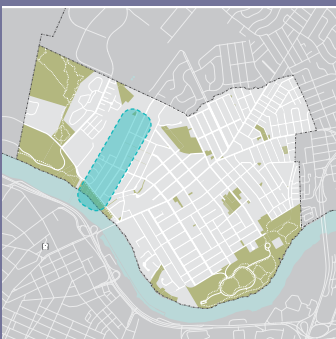
Drawing from community feedback, the Land Use Plan Element provides a vision statement for the Cleveland Avenue Corridor, which reads as follows:

Preserve unique, inherent town qualities while evolving to meet current conditions and emerging trends by transforming and enriching the mix of uses on outdated commercial corridors to support safer, more attractive and livable Complete Streets.

To do so, and to achieve other goals such as facilitating rehabilitation, reinvestment and revitalization, activation of corridors, expansion of living opportunities, and improving mobility, the Master Plan recommends taking advantage of redevelopment tools, expand the range of permitted uses, including "missing middle housing," reinforce distinctive placemaking, incorporate context-sensitive design standards, as well as improve the aesthetics and functionality of the streetscape (including creating safer Complete Streets), to the extent practical in the context of this small site-specific redevelopment plan.

CLEVELAND AVENUE EXISTING CONDITIONS

LAND USE PLAN ELEMENT



Existing conditions along Cleveland Avenue range from a tree-lined residential street closer to the river to the remaining remnants of an older light industrial district with ample vacant and underutilized land.



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.

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.

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 various areas, including land use, housing, redevelopment, among others.

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

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.

5 | VISION

5.1 VISION FOR THE PROJECT AREA

This Redevelopment Plan's approach to redevelopment of the Project Area contemplates establishing flexible and necessary zoning and development standards to permit the adaptive reuse of the existing commercial building to a small apartment building.

The Borough seeks to promote adaptive reuse of an existing building that would help preserve the inherent cultural, heritage, and historical value of the older building - including maintaining some of the industrial history of the Cleveland Avenue corridor - in a neighborhood that has undergone rather significant changes with the planned unit development built nearby.

Generally speaking, adaptive reuse also has a number other environmentally friendly and sustainable benefits, including reduced carbon footprint associated with the production and transportation of new construction materials, and therefore reduce the cost of construction,.

Additionally, the Borough seeks to give new life to an older building, by converting it to a residential use that is consistent with the surrounding residential character, including providing opportunities for the so-called "small missing middle housing" by allowing for different types of and potentially more affordable dwelling units not otherwise found in the neighborhood.

Finally, the Borough seeks to allow for a single-family detached dwelling with the potential for an accessory dwelling unit, or a two-family detached dwelling, should the opportunity for adaptive reuse of the existing building not come to fruition.

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."
- B. The making available of the full range of benefits and inducements for the Project Area, including: federal, state, county and local government funding.
- C. 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.

6 | PROPOSED ZONING REQUIREMENTS

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 where the existing building is demolished and is replaced with a single- or two-family detached dwelling - 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.

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 where adaptive reuse of the existing building is utilized:
 - 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.
- B. The following principal uses and structures shall be permitted in the Project Area in the event that the existing building is demolished:

1. Single-family detached dwelling.
2. Two-family detached dwelling.

6.2.2. PERMITTED ACCESSORY USES

A. The following accessory uses and structures shall be permitted in the Project Area:

1. Accessory dwelling unit ("ADU"); however, such may only be accessory to a single-family detached dwelling. For purposes of this Redevelopment Plan, an ADU is defined as a smaller, independent dwelling located on the same lot as a stand-alone single-family home (i.e., detached ADU), an add-on to the single-family home on the lot (i.e., attached ADU), or within the footprint of the single-family home on the lot (i.e., internal ADU), and so long as the floor area of the ADU does not exceed 50% of the floor area of the single-family home on the lot or 800 square feet, whichever is less.
2. Driveways, carports, garages, and off-street parking for residents.
3. Greenhouses, storage / tool sheds, and other similar structures.
4. Private recreational facilities including fitness/recreation facilities, pools, courtyards, gardens, roof top terrace, and other amenities for residents.
5. Patios, decks, gazebos, and other similar structures.
6. Fences, walls, retaining walls, hedges, and other similar landscape elements.
7. Home occupations.
8. Satellite dish antenna (receive only).
9. Other uses and structures deemed to be ancillary and customarily incidental accessory uses and structures with respect to uses permitted hereunder.

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 development within the Project Area where adaptive reuse of the existing building is utilized.

Area Requirements

1. There shall be no minimum lot area nor lot dimensional requirements; the development shall utilize the entire lot.

Floor Area Requirements

2. Maximum Floor Area Ratio*: 0.90.

*Floor Area Ratio is defined in Section 6.4.2. below.

Building Setback Requirements

3. Minimum setback from North 2nd Avenue: 0 feet to the first floor; 35 feet to the second floor.
4. Minimum setback from left side lot line: 12 feet.
5. Minimum setback from right side lot line: 2 feet.
6. Minimum setback from rear lot line: 8 feet; in order to comply with this provision, the rear one-story frame portion of the existing building shall be removed.

Coverage Requirements

7. Maximum building coverage: 65%.
8. Maximum impervious coverage: 95%; in order to comply with this provision, portions of the existing parking area shall be removed.

Height* Requirements

9. Maximum building in stories & feet: Not greater than what presently exists.

*Height is defined in Section 6.4.3. below.

- B. The following area and bulk regulations shall apply to development within the Project Area in the event that the existing building is demolished:

1. All requirements promulgated by the underlying Ordinance pertaining to single- and two-family detached dwellings in the RA Zone.

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 five (5) feet into a side or rear yard setback, provided that they are not closer than three (3) feet to a side or rear lot line.

- C. Covered decks leading to the ground floor shall be permitted to project not more than five (5) feet into a side or rear yard setback and uncovered decks leading to the ground floor shall be permitted to project not more than 10 feet into a side or rear yard setback, provided that they are not closer than three (3) feet to a side or rear lot line.
- D. Balconies shall be permitted to project not more than 18 inches into a side or rear yard setback, provided that they are not closer than one (1) foot to a side or rear lot line. In the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, balconies, bay windows, and box bay windows shall be permitted to project not more than three (3) feet into any yard setback, provided that they are not closer than three (3) feet to any lot line.
- E. Cornices, eaves, other roof overhangs, chimneys, gutters, and downspouts shall be permitted to project not more than three (3) feet into any yard setback, provided that they are not closer than one (1) foot to a side or rear lot line.
- F. Belt courses, windowsills, and other similar ornamental features shall be permitted to project not more than one (1) foot into any yard setback, provided that they are not closer than one (1) foot to a side or rear lot line.
- G. Ramps and stairways leading to a building entrance shall be permitted to project into any yard setback, without limitation, provided that they are not closer than three (3) feet to a side or rear lot line and do not encroach into a public right-of-way.
- H. Awnings and structural canopies shall be permitted to project not more than five (5) feet into any yard setback, provided that they have a minimum vertical clearance of eight (8) feet, are no closer than three (3) feet into a side or rear lot line, and do not encroach into a public right-of-way.

6.4.2. DEFINITION OF FLOOR AREA RATIO

- A. Floor Area Ratio shall be calculated by the gross floor area of all buildings on a lot divided by the lot area.
- B. Gross floor area shall be computed by the sum of all floors of a building included within the outside faces of exterior walls, including recessed balconies and mezzanines, but not including cellars or basements.
- C. If any portion of interior space has a ceiling height of 12 feet or greater, those portions of the interior space having a ceiling height of 12 feet or greater shall be counted twice for the purpose of calculating gross floor area.

6.4.3. 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 in the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, except that the parking requirements for single- and two-family dwellings shall be governed by RSIS and the parking requirements for an ADU, where permitted, shall require one (1) parking space per bedroom.

6.5.1. OVERALL CIRCULATION & OFF-SITE IMPROVEMENTS

- A. The overall streetscape along North 2nd 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. Any off-site improvements shall be addressed in accordance with a Redevelopment Agreement entered into between the Redevelopment Entity and the Redeveloper.

6.5.2. PARKING REQUIREMENTS

- A. Parking requirements for multifamily apartments and live/work units shall be regulated as follows:
 - 1. The minimum parking requirement for residential uses shall be one (1) parking space 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. 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.
- B. Provisions for electric vehicle (“EV”) charging infrastructure and/or stations shall be provided within the Project Area 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.
- C. Provisions for bicycle parking shall be provided to accommodate 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).

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. The minimum driveway and parking area setback from a side or rear lot line shall be one (1) foot. In order to comply with this provision, portions of the existing off-street parking area that encroaches onto adjacent property and within one (1) foot of the side or rear lot lines shall be removed.
- C. The minimum parking stall size for standard parking spaces shall be nine (9) feet wide by 18 feet long, except for accessible parking spaces and associated access aisles which shall be subject to standards promulgated by the Americans with Disabilities Act (“ADA”).

6.5.4. PEDESTRIAN WALKWAYS

- A. Walkways shall be provided in order to provide a pedestrian connection between public sidewalks and entrances of buildings.
- B. Walkways shall be provided in order to provide a pedestrian connection between entrances of buildings and parking areas.

6.5.5. 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. 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.

6.5.6. LANDSCAPING

- A. Street trees shall be provided at intervals of approximately 30 to 50 feet along North 2nd Avenue, 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 and along the perimeter of 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. Any existing shrubbery located between the existing building and the public sidewalk along North 2nd Avenue shall be removed and replaced with foundation plantings and/or planters such that they will not block the public sidewalk or be situated within any clear sight triangles.
- D. 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.
- E. 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.

6.5.7. LIGHTING

- A. All parking and pedestrian areas shall be provided with residential-scale light fixtures.
- B. 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.
- C. All fixtures shall be appropriately shielded and, where attached to a building, such shall be focused downward.
- D. All fixtures shall be LED, non-glare, full cut-off and shall not exceed a color temperature of 3,300K.

6.5.8. SIGNAGE

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

6.5.9. 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.

6.5.10. BUILDING DESIGN

A. All development shall address the following building design standards, which shall be addressed 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. Existing windows should be enlarged to the extent practical.
2. Minimum dwelling unit floor areas shall be as follows:

Type	Average	Minimum
Studio / efficiency units	450 SF	400 SF
One-bedroom units	800 SF	750 SF
Two-bedroom units	950 SF	900 SF
Three-bedroom units	1,100 SF	1,050 SF

3. Minimum bedroom floor area shall be 150 square feet for the first bedroom and 100 square feet for each bedroom thereafter.

4. No units shall be located below grade.
5. Any mechanical equipment and HVAC units shall be located 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.

6.5.11. SUSTAINABLE DESIGN

- A. All development shall incorporate multiple elements from the following Sustainable Design strategies or features, which shall be addressed in accordance with a 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

6.6 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 community, but not necessarily within the Project Area.

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 Redevelopment Entity and the Redeveloper.

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 SINGLE- OR TWO-FAMILY DETACHED DWELLING

In the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, 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 is developed with a single- or two-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 SINGLE- OR TWO-FAMILY DETACHED DWELLING

In the event that the existing building is demolished and is replaced with a single- or two-family detached dwelling, 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 is developed with a single- or two-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, the existing building is vacant. 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.

APPENDIX A: BOROUGH COUNCIL RESOLUTION NO. 2-24-67

**RESOLUTION NO. 2-24-67
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH LRK FOR PROFESSIONAL PLANNING SERVICES RELATED TO PREPARATION OF A REDEVELOPMENT PLAN FOR 810 NO. 2ND AVE, BLOCK 503, LOT 24

WHEREAS, the Borough of Highland Park has need of the services of a Planner to provide redevelopment planning services in connection with 810 No. 2nd Avenue, Block 503, Lot 24; and

WHEREAS, LRK has provided a proposal to the Borough of Highland Park for these services and has demonstrated that they are a firm of licensed planners in the State of New Jersey with extensive experience in drafting redevelopment plans; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

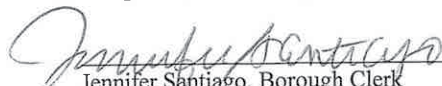
WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-170-233 in an amount not to exceed \$7,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-30.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park 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 with LRK, Inc., 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, a copy attached hereto.
2. Notice of this contract shall 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 February 6, 2024.


Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

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**RESOLUTION NO. 8-24-205
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT WITH 433 CLEVELAND AVENUE LLC WITH
RESPECT 433 CLEVELAND AVENUE PURSUANT TO THE LOCAL
REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.**

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 redevelopment; and

WHEREAS, by Ordinance No. 16-1921, adopted on December 20, 2016, the Borough Council of the Borough (the “Borough Council”) designated the entirety of the area within the municipal boundaries of the Borough, including the property commonly known as 433 Cleveland Avenue and identified as Block 153, Lots 15, 17, 18 and 19, Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough (the “Property”), an “area in need of redevelopment”; and

WHEREAS, on March 17, 2020, the Borough Council adopted an ordinance adopting the “433 Cleveland Avenue Redevelopment Plan” dated January 23, 2020 and prepared by LRK Inc. (the “Redevelopment Plan”) for the Property; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4, the Borough has determined to act as the “redevelopment entity” (as such term is defined in the Redevelopment Law at N.J.S.A. 40A:12A-3) for the Property, to exercise the powers contained in the Redevelopment Law to facilitate the redevelopment of the Borough’s downtown core; and

WHEREAS, 433 Cleveland Avenue LLC (the “Redeveloper”) is the fee simple owner of the Property and seeks to be designated as the “redeveloper” (as defined in the Redevelopment Law) of same, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, the Redeveloper proposes to redevelop the Property by constructing: (a) an approximately 78,500 sf girls school and related facilities on property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough, (b) a parking lot on property identified as Block 153, Lots 17, 18 and 19 on the official tax map of the Borough (together (a) and (b), the “School”), (c) a building on property identified as Block 153, Lot 15 on the official tax map of the Borough as permitted by the Redevelopment Plan (the “Lot 15 Project”) and (d) the Infrastructure Improvements, as defined in the proposed redevelopment agreement attached hereto as *Exhibit A* (the “Redevelopment Agreement”) (together, the School, the Lot 15 Project and the Infrastructure Improvements are the “Project”); and

WHEREAS, on August 19, 2020, the Parties entered into a Redevelopment Agreement to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan; and

WHEREAS, since the execution of the Redevelopment Agreement, the Borough and Redeveloper have discussed changes to the required infrastructure improvements in the Redevelopment Agreement; and

WHEREAS, the Parties have determined to execute a First Amendment to the Redevelopment Agreement (the “First Amendment”) in order to set forth the amended terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that:

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

Section 2. The Mayor is authorized to execute the First Amendment 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 3. A copy of this resolution shall be available for public inspection at the offices of the Borough Clerk.

Section 4. This resolution shall take effect immediately.

I, Jennifer Santiago, Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify that the above is a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

EXHIBIT A
First Amendment

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (the “**First Amendment**”), dated as of _____, by and between:

BOROUGH OF HIGHLAND PARK, a public body corporate and politic of the State of New Jersey, with offices at 221 South 5th Avenue, Highland Park, New Jersey 08904, and its successors and assigns (the “**Borough**”), and

433 CLEVELAND AVENUE, LLC, a limited liability company formed under the laws of the State of New Jersey, with offices located at 4A Cedarbrook Drive, Cranbury, New Jersey 08512, and its successors and assigns (“**Redeveloper**”, together with the Borough, the “**Parties**” and each a “**Party**”).

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 16-1921 adopted on December 20, 2016, the Borough Council of the Borough (the “**Borough Council**”), pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the “**Redevelopment Law**”), designated the entire area of the Borough, including the entirety of the area within the municipal boundaries of the Borough identified as Block 153, Lots 15, 17, 18 and 19, Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough (the “**Property**”) as “an area in need of rehabilitation ; and

WHEREAS, on March 17, 2020, the Borough Council adopted an ordinance adopting the “*433 Cleveland Avenue Redevelopment Plan*” dated January 23, 2020 and prepared by LRK Inc. (the “**Redevelopment Plan**”) for the Property; and

WHEREAS, the Redeveloper is the fee simple owner of the Property; and

WHEREAS, the Redeveloper proposed to redevelop the Property by constructing: (a) an approximately 78,500 square foot girls school and related facilities on property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough; (b) a parking lot on property identified as Block 153, Lots 17, 18 and 19 on the official tax map of the Borough (together (a) and (b), the “**School**); (c) a building on property identified as Block 153, Lot 15 on the official tax map of the Borough as permitted by the Redevelopment Plan (the “**Lot 15 Project**); and (d) the Infrastructure Improvements, as defined in the Redevelopment Agreement (together, the School, the Lot 15 Project and the Infrastructure Improvements are the “**Project**); and

WHEREAS, on August 19, 2020, the Parties entered into a Redevelopment Agreement to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan; and

WHEREAS, since the execution of the Redevelopment Agreement, the Borough and Redeveloper have discussed changes to the required infrastructure improvements in the Redevelopment Agreement; and

WHEREAS, the Parties agree to modify the Project construction timeline to permit the School to open before the completion of the Infrastructure Improvements and Community Center Improvements, as defined in the Redevelopment Agreement, as long as the Redeveloper 1) posts a performance bond to ensure completion of the Infrastructure Improvements and Community Center Improvements and 2) completes the Infrastructure Improvements and Community Center Improvements within ninety (90) days of the School opening; and

WHEREAS, the Parties agree to eliminate Section 1(a) of Exhibit 2, which requires painted bump-outs at the intersection of Cleveland Avenue and Madison Avenue, because the Borough engineers do not recommend the configuration at that location; and

WHEREAS the Parties agree to revise Section 2(c) of Exhibit 2 to narrow the sidewalk on Madison Avenue to four (4) feet and to require replacement of driveway aprons with curbs as needed; and

WHEREAS the Parties agree to revise Section 2(k) of Exhibit 2 to eliminate the bicycle lane because the police department has determined the road is too narrow; and

WHEREAS, the Parties have determined to execute this First Amendment in order to set forth the amended terms and conditions under which the Parties shall carry out their respective obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan,

NOW, THEREFORE, and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

Section 1. The above recitals are hereby incorporated herein as if set forth at length.

Section 2. Capitalized terms set forth in this First Amendment not defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

Section 3. Section 4.01 of the Redevelopment Agreement is revised as follows (new language underlined):

SECTION 4.01. Construction of Project; Project Schedule. Subject to the terms of this Redevelopment Agreement: (a) the Project shall be implemented in accordance with the Redevelopment Plan and the Site Plan, including obtaining all Governmental Approvals; and (b) the Redeveloper shall commence construction on the Project no later than three (3) years from the Effective Date of this Agreement (the “**Start Date**”). The Redeveloper shall Complete the Project

within three (3) years of the Start Date (the “**Completion Date**”). Should the Redeveloper open the School before completion of the Infrastructure Improvements and Community Center Improvements, the Infrastructure Improvements and Community Center Improvements shall be completed within ninety (90) days of the School opening.

Section 4. Section 2.03(b) of the Redevelopment Agreement is revised as follows (new language underlined):

(b) Infrastructure Improvements. The Redeveloper will undertake the Infrastructure Improvements at an estimated value to the Borough of Two Hundred Thousand Dollars (\$200,000.00). The Redeveloper shall provide for the timely implementation of the Infrastructure Improvements as a condition to the receipt of a Certificate of Completion for either the School or the Lot 15 Project. The Redeveloper and the Borough shall cooperate in all respects to ensure that the implementation of such Infrastructure Improvements does not unreasonably interfere with the operation of the existing Utilities. The Redeveloper agrees to provide all performance and maintenance bonds as required by the Governmental Approvals. The Redeveloper also agrees to provide a performance bond for the Infrastructure Improvements if the Infrastructure Improvements are not completed before the date the School opens. Such performance and maintenance bonds shall be governed by *N.J.S.A. 40:55D-53 et seq.*

Section 5. Section 2.03(d) of the Redevelopment Agreement is revised as follows (new language underlined):

(d) Community Center Improvements. An Affiliate of the Redeveloper shall undertake certain capital improvements at the Borough Community Center at an estimated value to the Borough of Eighty-Five Thousand Dollars (\$85,000.00), as set forth in **Exhibit 3**. The Redeveloper agrees to provide a performance bond for the Community Center Improvements if the Community Center Improvements are not completed before the date the School opens. Such performance bond shall be governed by *N.J.S.A. 40:55D-53 et seq.*

Section 6. The following amendments are made to Exhibit 2 – Infrastructure Improvements in the Redevelopment Agreement:

a. Section 1(a) of Exhibit 2 is deleted.

b. Section 2(c) of Exhibit 2 is revised as follows (new language underlined and deleted language struck through):

Construction of a new sidewalk along the north side of Madison Avenue, from Cleveland Avenue to Grant Avenue. This new sidewalk will measure approximately four (4) feet ~~five and one half (5 1/2) to six (6) feet~~ in width and will be located inside the existing curb line. The sidewalk improvements will include replacement of the existing driveway aprons with curbs as needed, installation of one (1) new crosswalk at the Harrison Avenue intersection, re-striping of any worn out crosswalks and installation of school crossing signage along Madison Avenue, installation of one (1) new ADA accessible ramp with detectable warning pads at the Harrison Avenue intersection, and removal of existing shade trees and installation of new shade tree as

determined by the Borough. The installation of this missing sidewalk along these two (2) blocks of Madison Avenue approaching the new intersection improvements at the Cleveland Avenue intersection are consistent with the recommended traffic calming treatments for a Bicycle Boulevard as outlined in the Borough's Bicycle and Pedestrian Plan. *[Approximately 225 linear feet for each block, for a total of 450 linear feet of new sidewalk ~~and curb~~]*

c. Section 2(k) of Exhibit 2 is revised as follows (new language underlined and deleted language struck through):

~~Installation of shared-lane markings (sharrows) and related shared street signage along Harrison Avenue from River Road to the Highland Park/Edison border in accordance with traffic engineering standards. ~~location where existing sidewalk end near the bridge on Harrison Avenue as proposed in the Borough's Bicycle and Pedestrian Plan. From this location to the Borough boundary, installation of a two-way bicycle/pedestrian lane with striping, reflective raised/adhesive markers and related no-parking signage along one side of Harrison Avenue (location on the north side or south side of the street to be determined by the Borough). These improvements will reduce the width of the street and eliminate on-street parking on one side of the street throughout this block. A dashed bicycle/pedestrian lane will be necessary at either end to guide users across Harrison Avenue to connect the existing sidewalk on the south side of the street to the bicycle/pedestrian lane on the north side of the street. These improvements will provide for a continuous connection from River Road to the Borough boundary, including to the existing multi-use trail at N. 5th Avenue. [Approximately 425 linear feet of roadway subject to sharrow markings; approximately 925 linear feet of bicycle/pedestrian lane]~~~~

Section 7. The Redevelopment Agreement, as amended by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, all other terms and conditions of the Redevelopment Agreement and First Amendment remain in full force and effect.

Section 8. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This First Amendment may be executed by facsimile or PDF signatures, each of which shall constitute an original.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed, all as of the date first above written.

ATTEST:

BOROUGH OF HIGHLAND PARK

Name: Jennifer Santiago
Title: Borough Clerk
Date:

By: _____
Name: Elsie Foster
Title: Mayor
Date:

WITNESS:

433 CLEVELAND AVENUE, LLC

Name:
Title:
Date:

By: _____
Name: Joseph Stern
Title: Managing Member
Date:

**RESOLUTION NO. 8-24-206
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXTENSION OF LOCAL SUPPORT OF A CLASS FIVE
RETAIL LICENSE FOR MAIN STREET DISPENSARY, LLC TO OPERATE A RETAIL
CANNABIS BUSINESS AT 311 RARITAN AVENUE**

WHEREAS, the Mayor and Council of the Borough of Highland Park have adopted Chapter 136 of the “Code of the Borough of Highland Park” which authorizes the operation of adult personal-use cannabis businesses within the Borough; and

WHEREAS, the Borough received ten (10) proposals for a Local Retail Cannabis Business License; and

WHEREAS, the Borough Council reviewed and evaluated the proposals; and

WHEREAS, the Borough Council passed a resolution of local support for five (5) Class 5 retail cannabis businesses; and

WHEREAS, on February 21, 2023, the Borough Council passed a resolution of local support to MAIN STREET DISPENSARY in accordance with Borough of Highland Park Ordinances 21-2027 and 22-2044; and

WHEREAS, a six (6) month extension was granted to MAIN STREET DISPENSARY; and

WHEREAS, MAIN STREET DISPENSARY has been diligently working with the New Jersey Cannabis Regulatory Commission (the “Commission”); and

WHEREAS, the Commission has approved MAIN STREET DISPENSARY’s application for an Annual Class 5 Cannabis Retailer license; and

WHEREAS, MAIN STREET DISPENSARY owns the property located at 311 Raritan Avenue in Highland Park; and

WHEREAS, MAIN STREET DISPENSARY has been working with the Borough on local licensing and permitting; and

WHEREAS, construction of the retail cannabis dispensary is substantially complete; and

WHEREAS, it has been recommended that due to the above referenced circumstances, MAIN STREET DISPENSARY be awarded a resolution for local support for an additional six (6) months.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Borough Council of the Borough of Highland Park that:

- 1. The above recitals are hereby incorporated as if restated herein in full.
- 2. The Borough Council of the Borough of Highland Park formally memorialize their continued support for MAIN STREET DISPENSARY with respect to its pending Class 5 Cannabis Retail Dispensary License from the New Jersey Cannabis Regulatory Commission.
- 3. A certified copy of this resolution shall be provided to the appropriate representatives of MAIN STREET DISPENSARY.
- 4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify that the above is a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-207
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXTENSION OF LOCAL SUPPORT OF A CLASS FIVE
RETAIL LICENSE FOR BLKBRN, LLC TO OPERATE A RETAIL CANNABIS
BUSINESS AT 176 WOODBRIDGE AVENUE**

WHEREAS, the Mayor and Council of the Borough of Highland Park have adopted Chapter 136 of the “Code of the Borough of Highland Park” which authorizes the operation of adult personal-use cannabis businesses within the Borough; and

WHEREAS, the Borough received ten (10) proposals for a Local Retail Cannabis Business License; and

WHEREAS, the Borough Council reviewed and evaluated the proposals; and

WHEREAS, the Borough Council passed a resolution of local support for five (5) Class 5 retail cannabis businesses; and

WHEREAS, on February 21, 2023, the Borough Council passed a resolution of local support to BLKBRN, LLC in accordance with Borough of Highland Park Ordinances 21-2027 and 22-2044; and

WHEREAS, a six (6) month extension was granted to BLKBRN, LLC; and

WHEREAS, BLKBRN, LLC has been diligently working with the New Jersey Cannabis Regulatory Commission (the “Commission”); and

WHEREAS, the Commission has approved BLKBRN, LLC’s application for an Annual Class 5 Cannabis Retailer license; and

WHEREAS, BLKBRN, LLC has an active lease at 176 Woodbridge Avenue in Highland Park; and

WHEREAS, BLKBRN, LLC has been working with the Borough on local licensing and permitting; and

WHEREAS, construction of the retail cannabis dispensary is underway; and

WHEREAS, it has been recommended that due to the above-referenced circumstances, BLKBRN, LLC be awarded a resolution for local support for an additional six (6) months.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Borough Council of the Borough of Highland Park that:

- 1. The above recitals are hereby incorporated as if restated herein in full.
- 2. The Borough Council of the Borough of Highland Park formally memorialize their continued support for BLKBRN, LLC with respect to its pending Class 5 Cannabis Retail Dispensary License from the New Jersey Cannabis Regulatory Commission.
- 3. A certified copy of this resolution shall be provided to the appropriate representatives of BLKBRN, LLC.
- 4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify that the above is a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-208
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXTENSION OF LOCAL SUPPORT OF A CLASS
FIVE RETAIL LICENSE FOR FLORO HIGHLAND PARK, LLC TO OPERATE A
RETAIL CANNABIS BUSINESS AT 85 RARITAN AVENUE**

WHEREAS, the Mayor and Council of the Borough of Highland Park have adopted Chapter 136 of the “Code of the Borough of Highland Park” which authorizes the operation of adult personal-use cannabis businesses within the Borough; and

WHEREAS, the Borough received ten (10) proposals for a Local Retail Cannabis Business License; and

WHEREAS, the Borough Council reviewed and evaluated the proposals; and

WHEREAS, the Borough Council passed a resolution of local support for five (5) Class 5 retail cannabis businesses; and

WHEREAS, on February 21, 2023, the Borough Council passed a resolution of local support to FLORO HIGHLAND PARK, LLC in accordance with Borough of Highland Park Ordinances 21-2027 and 22-2044; and

WHEREAS, a six (6) month extension was granted to FLORO HIGHLAND PARK, LLC; and

WHEREAS, FLORO HIGHLAND PARK, LLC has been diligently working with the New Jersey Cannabis Regulatory Commission (the “Commission”); and

WHEREAS, FLORO HIGHLAND PARK, LLC is in the process of refiling its application for an Annual Class 5 Cannabis Retailer license with the Commission; and

WHEREAS, FLORO HIGHLAND PARK, LLC has an active lease at 85 Raritan Avenue in Highland Park; and

WHEREAS, FLORO HIGHLAND PARK, LLC has been working with the Borough on local licensing and permitting; and

WHEREAS, construction of the retail cannabis dispensary is about to begin; and

WHEREAS, it has been recommended that due to the above-referenced circumstances, FLORO HIGHLAND PARK, LLC be awarded a resolution for local support for an additional six (6) months.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Borough Council of the Borough of Highland Park that:

- 1. The above recitals are hereby incorporated as if restated herein in full.
- 2. The Borough Council of the Borough of Highland Park formally memorialize their continued support for FLORO HIGHLAND PARK, LLC with respect to its pending application to the New Jersey Cannabis Regulatory Commission for a Class 5 Cannabis Retail Dispensary License.
- 3. A certified copy of this resolution shall be provided to the appropriate representatives of FLORO HIGHLAND PARK, LLC.
- 4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify that the above is a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-209
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPOINT HOUSING AUTHORITY MEMBER – SETH HAHN

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following shall be and are hereby appointed to serve as members of the Highland Park Housing Authority for a term to expire as indicated:

Seth Hahn

term expiring December 31, 2029

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-210
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPOINT HOUSING AUTHORITY MEMBER – THUY BOZZETT

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following shall be and are hereby appointed to serve as members of the Highland Park Housing Authority for a term to expire as indicated:

Thuy Bozzett

term expiring December 31, 2025

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-211
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE CONTRACT WITH ROK INDUSTRIES/REAL
AUCTION.COM FOR ON-LINE TAX SALE SERVICES**

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold a tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are delinquent as of the 11th day of the eleventh month of the calendar year; and,

WHEREAS, an electronic tax sale provides a greater pool of potential lien buyers, thus creating a more complete tax sale process.

WHEREAS, the Tax Collector has solicited a quote for online tax lien services from ROK Industries, Inc. Agent/Realauction.com; and

WHEREAS, ROK Industries Inc./Realauction.com has the capability to conduct the sale according to the rules and regulations promulgated by the Division of Local Government Services.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey

1. That the Administrator is hereby authorized and directed to contract ROK Industries/Realauction.com as the vendor for the online tax sale and the amount not to exceed \$15,000.00.
2. That a certified copy of this resolution is forwarded to the Chief Financial Officer and Tax Collector.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement (“**Agreement**”) entered into as of _____, 2024 (the “**Effective Date**”), between the Borough of Highland Park, Middlesex County, a municipal subdivision of the State of New Jersey (“**Municipality**”), and RealAuction.com LLC (“**Contractor**”), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates (“**Tax Certificates**”).

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the “**DCA**”) pursuant to N.J.S.A. 54:5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the “**New Regulations**”) governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the “**LFN**”, together with the New Regulations, as either may be amended in the future, the “**Electronic Sale Regulations**”); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com (“**ROK**”) serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the “**Services**”) for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal (“**RFP**”) or Request for Quotation (“**RFQ**”) issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the “**Final RFP/RFQ**”), are hereby incorporated as if fully set forth herein and are expressly included in the defined term “**Services**.” The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the “**Server**”) for the Web Site. As used herein, the term “**Web Site**” shall mean an Internet web site that Contractor will make available to Municipality under this

Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators (“**Auction Administrator(s)**”) and technical support necessary to facilitate the Municipality’s conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction’s administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality’s request, consult concerning optimal terms and business rules or amending same to achieve Municipality’s goals. Contractor shall set-up the Web Site to reflect Municipality’s approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality’s employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, “**Bidders**”).
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality’s request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor’s internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

- H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.
- I. Contractor shall ensure that the Web Site is capable of providing the following functions:
- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
 - ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
 - iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
 - iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
 - v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
 - vi. Allowing users to view auction sale results upon completion of the auction.
 - vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
 - viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.
3. **Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:
- A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.
 - B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
 (Administrative Agent for RealAuction.com LLC)
 Attn: Igor Roitburg
 306 Harlingen Road
 Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum

amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so

far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third Party Beneficiaries Intended. For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet

traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:

Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:

RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:

ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: Borough of Highland Park, Middlesex County

Name: _____

Title: _____

Date: _____

*[The remainder of this page left blank intentionally.
Additional signature page follows.]*



For Contractor: RealAuction.com LLC



Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Igor Konburg
Title: Chief Executive Officer

NEW JERSEY REFERENCES

Realauction.com has been conducting auctions in New Jersey since 2012.

In 2023, Realauction conducted on-line tax certificate auctions for approximately two hundred and thirty (230) boroughs, townships and municipalities in the State of New Jersey.

Below is a complete list of clients Realauction has conducted auctions for in 2023 and their corresponding contact information.

Please feel free to contact our clients regarding our auction performance and customer service.

Sincerely,



Lloyd E. McClendon
Chief Executive Officer
Realauction.com LLC
(954) 734-7400 x 206
lmclendon@realauction.com

2023 Realauction NJ Client List

Municipality	Muni Type	County	Point of Contact	Phone	Email	Tax Sale Date
Aberdeen	Township	Monmouth	Marie Taylor	(732) 583-4200 ext. 137	Marie.Taylor@AberdeenNJ.org	10/25/2024
Absecon	City	Atlantic	Jessica Snyder	(609) 641-0663 ext 116	jsnyder@abseconnj.org	03/20/2024
Alexandria	Township	Hunterdon	Kris Boxwell	(908) 995-2047	collector@alexandrianj.gov	10/26/2023
Allentown	Borough	Monmouth	Toni Mullen	(732) 232-2435	TaxCollector@allentownboronj.com	12/14/2023
Andover	Township	Sussex	Daryn Cashin	(973) 383-4280 ext 328	dcashin@andovertp.org	06/01/2023
Asbury Park	City	Monmouth	Michael J. Schnurr	(732) 502-5704	michael.schnurr@cityofasburypark.com	12/21/2023
Atlantic City	City	Atlantic	Kacey B. Johnson	(609) 347-5630	KJohnson@cityofatlanticcity.org	12/13/2024
Atlantic Highlands	Borough	Monmouth	Catherine Pooler	(732) 291-1444 ext 3105	taxcollector@ahnj.com	10/04/2023
Barnegat	Township	Ocean	Crystal Brinson	(609) 698-0080 ext 143	crystal@barnegat.net	06/10/2024
Bay Head	Borough	Ocean	John D. Antonides	(732) 452-5470 ext. 106	jantonides@coltsneck.org	12/12/2023
Beach Haven	Borough	Ocean	Sharon Boehler	(609) 492-0111 ext. 212	finance@beachhaven-nj.gov	12/06/2023
Bellmawr	Borough	Camden	Stephanie Sago	(856) 933-1313 ext. 1205	taxcollector@bellmawr.com	07/25/2023
Belmar	Borough	Monmouth	Al Jardine	(732) 681-3700	taxcollector@belmar.com	12/21/2023
Bergenfield	Borough	Bergen	Juan Ortiz	(201) 387-4055 ext 4065	taxcollector@bergenfield.com	10/20/2023
Berlin	Borough	Camden	Maggie Miller	(856) 767-7777 ext. 305	taxcollector@berlinnj.org	11/21/2023
Bernards	Township	Somerset	Kevin Sant'Angelo	(908) 204-3080	ksantangelo@bernards.org	10/12/2023
Bloomfield	Township	Essex	Andrea Tarantula	(973) 680-4041	taxcollector@bloomfieldtwpnj.com	10/04/2024
Bloomingtondale	Borough	Passaic	Barbara Aduato	(973) 838-0330	bneinstedt@bloomingtondalenj.net	12/21/2023
Bogota	Borough	Bergen	Andrea Tarantula	(201) 342-1736 ext. 228	finance@bogotaonline.org	10/13/2023
Boonton	Township	Morris	Norman Eckstein	(973) 402-4003	neckstein@boontontownship.com	12/06/2023
Bordentown	Township	Burlington	Rachel Fisher	(609) 298-2800 ext 2106	r.fisher@bordentowntownship.org	10/04/2023
Bound Brook	Borough	Somerset	Jodi Zangari Schneider	(732) 356-0833 ext 638	jschneider@boundbrook-nj.org	12/01/2023
Bridgeton	City	Cumberland	Mary Pierce	(856) 455-3230 ext. 211	piercemary@cityofbridgeton.com	12/18/2023
Bridgewater	Township	Somerset	Darrow Murdock	(908) 725-6300 ext 5145	dmurdock@bridgewaternj.gov	10/20/2023
Brielle	Borough	Monmouth	Tina L. McDermott	(732) 528-6600 ext 5115	tmcdermott@brielleboro.com	10/18/2023
Buena Boro	Borough	Atlantic	Patrick Hegarty	(856) 697-9393	taxcollector@buenaoro.org	11/30/2023
Burlington	City	Burlington	Lynette Miller	(609) 386-0200 ext 125	lmiller@burlingtonnj.us	11/28/2023

Burlington	Township	Burlington	Darlene Flagg	(609) 239-5805		dflagg@twp.burlington.nj.us	11/02/2023
Byram	Township	Sussex	Michele McElroy	(973) 347-2500 ext 133		mmcelroy@byramtwp.org	10/20/2023
Caldwell	Borough	Essex	Brad Taylor	(973) 226-6100		btaylor@caldwell-nj.com	12/20/2023
Camden	City	Camden	Michelle D. Hill	(856) 757-7003		MiHill@ci.camden.nj.us	03/18/2024
Carneys Point	Township	Salem	D. Michelle Allen	(856) 299-0070 ext 143		taxcollector@carneyspointtwp.org	11/17/2023
Carteret	Borough	Middlesex	Patrick DeBlasio	(732) 541-3820 ext 3101		deblasio@carteret.net	10/18/2024
Cedar Grove	Township	Essex	Chris Tufaro	(973) 239-1410 ext 214		tufaro@cedargrovenj.org	10/25/2023
Cinnaminson	Township	Burlington	Sandy Root	(856) 829-6000 ext 2302		sroot@cinnaminsonnj.org	07/20/2023
Clark	Township	Union	Laura Caliguire	(732) 428-8404		lcaliguire@ourclark.com	10/17/2023
Clifton	City	Passaic	Elaine Erlewein	(973) 470-5837		eerlewein@cliftonnj.org	10/26/2023
Colts Neck	Township	Monmouth	John D. Antonides	(732) 462-5470 ext. 106		jantonides@coltsneck.org	11/28/2023
Commercial	Township	Cumberland	Leslie Krause	(856) 785-3100 ext 313		lkrause@commercialtwp.com	01/23/2024
Cranbury	Township	Middlesex	Tanyika L. Johns	(609) 664-3132		tajohns@cranbury-nj.com	10/10/2024
Cranford	Township	Union	Karyn Kinane	(908) 709-7230		k-kinane@cranfordnj.org	11/17/2023
Delran	Township	Burlington	Tanyika L. Johns	(856) 461-7736		tax@delrantownship.org	10/19/2023
Dennis	Township	Cape May	Monica Heim	(609) 861-9703		taxcollector@dennistwp.org	06/11/2024
Denville	Township	Morris	Anne Marie Hopler	(973) 625-8300 ext 273		amhopler@denvillenj.org	10/11/2023
Deptford	Township	Gloucester	Kathleen DiOrio	(856) 845-5300 ext. 2255		kdiorio@deptford-nj.org	06/23/2023
Dunellen	Borough	Middlesex	Dawn Hutchison	(732) 968-1226		dhutchison@dunellenborough.com	11/21/2023
East Brunswick	Township	Middlesex	Lorraine Maher	(732) 390-6861		LMaher@eastbrunswick.org	10/25/2023
East Hanover	Township	Morris	Kenneth Huelbig	(973) 428-3004		kennyh@easthanovertownship.com	12/07/2023
East Orange	City	Essex	Annmarie Corbitt	(973) 266-5186		annmarie.corbitt@eastorange-nj.gov	10/19/2023
Eatontown	Borough	Monmouth	Dena Amodea	(732)389-7604		damodea@eatontownnj.com	10/09/2024
Edgewater	Borough	Bergen	Mary Beth Stewart	(201) 943-1700 ext 3333		mstewart@edgewaternj.org	12/07/2023
Egg Harbor	City	Atlantic	Laura Shaw	(609) 955-0123		lauras@eggharborcity.org	12/13/2023
Egg Harbor	Township	Atlantic	Cathy England	(609) 926-4079		CEngland@ehtgov.org	12/20/2023
Elizabeth	City	Union	Paul M. Lesniak	(908) 820-4114		plesniak@elizabethnj.org	06/10/2024
Elmer	Borough	Salem	James Davis	(856) 358-4010 ext 116		collector@elmerboroughnj.com	03/04/2024
Elsinboro	Township	Salem	Elizabeth Wallender	(856) 935-2200		collector@elsinborotownship.com	03/19/2024
Englewood	City	Bergen	Jodi DeMaio	(201) 871-6636		jdemaio@cityofenglewood.org	12/20/2023
Essex Fells	Borough	Essex	Brittany Gonzalez	(973) 226-3400		assistant@essexfellsboro.com	10/06/2023

Evesham	Township	Burlington	Kathy Merkh	(856) 983-2900 ext 4334	MerkhK@evesham-nj.gov	10/06/2023
Ewing	Township	Mercer	Abe Conesa	(609) 883-2900 ext 7607	aconesa@ewingnj.org	12/26/2024
Fieldsboro	Borough	Burlington	Danielle Gsell	(609) 298-6344 ext 101	taxcollector@fieldsboro.us	10/12/2023
Florence	Township	Burlington	Christine Swiderski	(609) 499-2525 ext 113	collector@florence-nj.gov	09/05/2024
Fort Lee	Borough	Bergen	Matthew Rutch	(201) 592-3500 ext 1032	m-rutch@fortleenj.org	12/07/2023
Franklin	Township	Gloucester	Gina E. Hayes	(856) 694-1234 ext 165	taxcollector@franklintownship.com	04/18/2024
Franklin	Township	Hunterdon	Cameron Keng	(908) 735-5215	cfo@franklin-twp.org	12/04/2023
Franklin	Township	Somerset	Rossana Gutierrez	(732) 873-2500 ext 6331	rossana.gutierrez@franklinnj.gov	10/27/2023
Franklin	Township	Warren	Cameron Keng	(718) 536-6920	cfo@franklin-twp.org	12/15/2023
Freehold	Township	Monmouth	Beth Kiernan	(732) 294-2022	ekiernan@twp.freehold.nj.us	12/06/2023
Galloway	Township	Atlantic	Christian Johansen	(609) 652-3700 ext 234	cjhansen@gtnj.org	12/20/2023
Gibbsboro	Township	Camden	Kevin Hatch	(856) 783-6655 ext 103	ctc@gibbsborotownhall.com	12/22/2023
Glassboro	Borough	Gloucester	Mark W. Godfrey	(856) 881-9230 ext 88146	MGodfrey@glassboro.org	05/24/2023
Gloucester	City	Camden	James Davis	(856) 456-1250	collector@cityofgloucester.org	03/07/2024
Gloucester	Township	Camden	Sandra L. Ferguson	(856) 374-3533	sferguson@glotwp.com	12/27/2023
Greenwich	Township	Cumberland	Elizabeth Wallender	(856) 455-1230 ext 111	collector@hopewelltpw-nj.com	05/23/2024
Greenwich	Township	Warren	Eloise Hagaman	(908) 859-0909	tax@greenwichtownship.org	12/07/2023
Hamilton	Township	Mercer	Danielle Peacock	(609) 890-3895	dpeacock@HamiltonNJ.com	12/19/2023
Hammonton	Town	Atlantic	Deborah A Fitchett	(609) 567-4300 ext 117	dfitchett@townofhammonton.org	12/28/2023
Harding	Township	Morris	David de Oliveira	(973) 267-8000	ddeoliveira@hardingnj.org	10/25/2024
Hardyston	Township	Sussex	Becky Westra	(973) 823-7020 ext 9446	tax@hardyston.com	10/11/2023
Harmony	Township	Mercer	Rachel Leber	(908) 213-1600 ext 16	harmonytaxcollector@ptd.net	10/04/2024
Harrison	Township	Gloucester	Patrick R. Hegarty	(856) 478-4111	PHegarty@harrisonswp.us	11/30/2023
Hazlet	Borough	Monmouth	Courtney Hogan	(732) 217-8642	chogan@hazletnj.org	10/25/2023
Helmetta	Borough	Middlesex	Tina L. McDermott	(732) 521-4946 ext 103	t.mcdermott@helmettaboro.com	10/23/2024
High Bridge	Borough	Hunterdon	Jennifer Harrington	(908) 638-6455	jharrington@highbridge.org	10/27/2023
Highland Park	Borough	Middlesex	Mildred Ramos	(732) 819-3788	mramos@hpboro.com	12/19/2023
Highlands	Borough	Monmouth	Patrick DeBlasio	(732) 872-1224 ext 207	pdeblasio@highlandsborough.org	10/25/2024
Hillsborough	Township	Somerset	April Crossen	(908) 369-4313 ext 7116	acrossen@hillsborough-nj.org	09/20/2023
Hillside	Township	Union	Sonya L. Wingate	(973) 926-5502	swingate@hillside.nj.us	12/22/2023
Hoboken	City	Hudson	Sharon Curran	(201) 420-2088	scurran@hobokennj.gov	04/12/2024

Holmdel	Township	Monmouth	Jill Stone	(732) 946-2820 ext 1411	jstone@holmdeltownship.com	11/16/2023
Hopatcong	Borough	Sussex	Patty Emery	(973) 810-8333	pemery@hopatcong.org	10/19/2023
Hopewell	Township	Cumberland	Elizabeth Wallender	(856) 455-1230 ext 111	collector@hopewelltwp-nj.com	06/13/2023
Howell	Township	Monmouth	Amy Cordell	(732) 938-4090	acordell@twp.howell.nj.us	12/13/2023
Irvington	Township	Essex	Tyrone Young	(973) 399-6613	TYoung@irvingtonnj.org	12/18/2023
Island Heights	Borough	Ocean	Jeanette Larrison	(732) 270-6414	taxcollector@islandheightsborough.gov	12/14/2023
Jackson	Township	Ocean	Leigh Schenck	(732)928-1200 ext 1275	lschenck@jacksontwpnj.net	10/22/2024
Kingwood	Township	Hunterdon	Rachel Leber	(908) 996-4276 ext. 226	taxcollector@kingwoodtownship.com	10/18/2024
Kinnelon	Borough	Morris	Judi OBrien	(973) 838-5401	jobrien@kinnelonboro.org	12/11/2023
Lacey	Township	Ocean	Alison Varrelmann	(609) 693-1100	avarrelmann@laceytownship.org	01/24/2024
Lake Como	Township	Ocean	Robbin Kirk	(732) 681-4965	collector@lakecomonj.org	12/20/2023
Lakehurst	Borough	Ocean	John D. Antonides	(732) 462-5470 ext. 106	jantonides@coltsneck.org	12/12/2023
Lakewood	Township	Ocean	Effie Pressley	(732) 905-5967	epressley@lakewoodnj.gov	10/12/2023
Lambertville	City	Hunterdon	Jessica Crea	(609) 397-0801	taxcollector@lambertvillenj.org	10/24/2023
Lincoln Park	Borough	Morris	Jeannina Amadio	(973) 270-2061	tax@bolp.org	11/15/2023
Linden	City	Union	Stacey Carron	(908) 474-8434	scarron@linden-nj.org	06/07/2024
Linwood	City	Atlantic	Silvia L. Washington	(609) 927-4109	swashington@linwoodcity.org	04/17/2024
Livingston	Township	Essex	Vibha Desai	(973) 535-7986	vdesai@livingstonnj.org	10/27/2023
Lodi	Borough	Bergen	Gary Stramandino	(973) 859-7420	gstramandino@lodi-nj.org	12/21/2023
Long Hill	Township	Morris	Maryann Amiano	(908) 647-8000 ext. 221	taxcollector@longhillnj.gov	09/13/2023
Magnolia	Borough	Camden	Colleen Dawson	(856) 783-1520 ext 114	cdawson@magnolia-nj.org	11/08/2023
Manalapan	Township	Monmouth	Consetta Ellison	(732) 446-8358	taxcollector@mtnj.org	09/12/2024
Manasquan	Borough	Monmouth	Mary Ellen Karamus	(732) 223-0544 ext 239	taxcollector@manasquan-nj.gov	11/30/2023
Mansfield	Township	Burlington	Linda M. Hannawacker	(609) 298-0542 ext 1015	Tax@mansfieldtwp.com	07/11/2024
Manville	Borough	Somerset	Lisa Gerickont	(908) 526-6020	lgerickont@manvillenj.org	10/04/2023
Maple Shade	Township	Burlington	Christine Taylor	(865) 779-9610 ext 158	ctaylor@mapleshade.com	06/10/2024
Maplewood	Township	Essex	Joseph Kolodziej	(973) 762-8120	JKolodziej@maplewoodnj.gov	11/17/2023
Marlboro	Township	Monmouth	Colleen Dolan	(732) 536-0200 ext 1804	cdolan@marlboro-nj.gov	7/27/2023
Matawan	Borough	Monmouth	Michael J. Schnurr	(732) 566-3898 ext 609	michael.schnurr@matawanborough.com	12/8/2023
Maurice River	Township	Cumberland	Michelle Behm	(856) 785-1120 ext. 121	mbehm@mauricivertwp.org	04/23/2024
Maywood	Borough	Bergen	Sheryl Luna	(201) 845-2900 ext. 214	sluna@maywoodboro.org	12/20/2023

Medford	Township	Burlington	Rachel Warrington	(609) 654-2608 ext 308	rwarington@medfordtownship.com	10/22/2024
Middletown	Township	Monmouth	Debra Marchetti	(732) 615-2140	dmarchetti@middletownnj.org	12/20/2023
Millford	Borough	Hunterdon	Eloise Hagaman	(908) 995-2760	milfordcollector@gmail.com	12/5/2023
Millstone	Township	Monmouth	Beth Kiernan	(732) 446-3983	taxcollector@millstonenj.gov	12/12/2023
Milltown	Borough	Middlesex	Kelly McCormick	(732)-828-2100 ext 128	kmccormick@miltownboro.com	10/17/2023
Millville	City	Cumberland	Tracey Gregoire	(856) 825-7000 ext 7205	Tracey.Gregoire@millvillenj.gov	03/13/2024
Monmouth Beach	Borough	Monmouth	Matthew J. Palmer	(732) 229-2204 ext. 1000	mpalmer@monmouthbeach.org	10/31/2024
Monroe	Township	Middlesex	Danielle Lippincott	(732) 521-4400 ext. 127	dlippincott@monroetwp.com	10/17/2023
Montague	Township	Sussex	Theresa Schlosser	(973) 293-7300	taxcollector@montaguenj.org	10/26/2023
Montclair	Township	Essex	Lidia Leszczynski	(973) 509-4923	LLeszczynski@Montclairnjusa.org	10/18/2023
Montgomery	Township	Somerset	Michael Pitts	(908) 359-8211 ext 277	mpitts@twp.montgomery.nj.us	12/7/2023
Morris	Township	Morris	Penelope Crincoli	(973) 326-7420	pcrincoli@morristwp.com	10/25/2023
Mount Arlington	Borough	Morris	Laura Adams	(973) 398-6832 ext. 113	ladams@mtarlingtonboro.com	12/6/2023
Mount Holly	Township	Burlington	Lisa Hyczka	(609) 845-1105	lhyczka@twp.mountholly.nj.us	12/12/2023
Mullica	Township	Atlantic	Corie Hendrickson	(609) 561-0064 ext. 116	chendrickson@mullicatownship.org	07/24/2024
National Park	Borough	Gloucester	Shannon Elton	(856) 845-3891	selton@nationalparknj.com	10/17/2023
Neptune	Township	Monmouth	Michele Narcisso	(732) 988-5200 ext 240	mnarciso@neptunetownship.org	07/24/2024
Neptune City	Borough	Monmouth	Al Jardine	(732) 776-7224 ext 11	ajardine@neptunecitynj.com	12/20/2023
New Brunswick	City	Middlesex	Richard Mulrine	(732) 745-5035	rmulrine@cityofnewbrunswick.org	12/20/2023
Newark	City	Essex	Michelle Jones	(973) 733-6400	jonesm@ci.newark.nj.us	9/15/2023
Newfield	Borough	Gloucester	Mark W. Godfrey	(856) 697-1100 ext. 20	ctc@newfieldboro.org	5/5/2023
Newton	Town	Sussex	Theresa Schlosser	(973) 383-3521 ext 239	tschlosser@newtontownhall.com	10/18/2023
North Bergen	Township	Hudson	Raquel Cemelli	(201)-392-2017	rcebelli@NorthBergen.org	12/1/2023
North Plainfield	Borough	Somerset	Kathleen Intravartolo	(908) 769-2952	kintrav@nppmail.org	10/18/2024
Norwood	Borough	Bergen	Andrea Tarantula	(781) 762-1240	ATarantula@BattagliaAssociates.com	12/6/2023
Nutley	Township	Essex	Rosemarie Berry	(973) 284-4951 ext 2208	rberry@nutleynj.org	09/10/2024
Oakland	Borough	Bergen	Debra Benigno	(201) 337-0353 ext 2010	taxcollector@oakland-nj.org	12/19/2023
Oaklyn	Borough	Camden	Samantha Taft	(856) 858-2457	s.taft@oaklyn-nj.net	11/30/2023
Ocean	Township	Monmouth	Susan Healy	(732) 531-5000 ext 3340	Shealy@OceanTwp.Org	10/12/2023
Ocean Gate	Borough	Ocean	Kammie Verdolina	(732) 269-31366 ext 110	ogctc@verizon.net	07/12/2024
Ocean / Waretown	Township	Ocean	Crystal Brinson	(609) 693-3302 ext 226	taxcollector@twpoceannj.gov	12/15/2023

Oldmans	Township	Salem	Kathy DiOrio	(856) 299-0780		taxcollector@oldmantownship.com	06/20/2024
Oradell	Borough	Bergen	Victoria Walker	(201) 649-9264		vwalker@oradell.org	11/14/2023
Orange	City	Essex	Paula Ferreira	(973) 266-4034		PFerreira@orangenj.gov	07/01/2024
Oxford	Township	Warren	Holly Dominguez	(908) 453-3098 ext 202		taxcollector@oxfordtwpnj.org	11/10/2023
Palmyra	Borough	Burlington	Tanyika Johns	(856) 829-6100		tjohns@boroughofpalmyra.com	09/12/2024
Paramus	Borough	Bergen	Celina Checo	(201) 265-2100 ext 2272		ccheco@paramusborough.org	12/14/2023
Park Ridge	Borough	Bergen	Jessica Mazarella	(201) 391-6161		JMazarella@parkridgeboro.com	11/8/2023
Paterson	City	Passaic	Linda Broncano	(973) 321-1300 ext. 2578		lbroncانو@patersonnj.gov	12/20/2023
Peapack Gladstone	Borough	Somerset	Olu Ochei	(908)234-2250		oochei@peapackgladstone.org	12/14/2023
Pemberton	Township	Burlington	Shayla Steele	(609) 894-3365		taxcollector@pemberton-twp.com	04/17/2024
Penns Grove	Borough	Salem	Jen Koeturius	(856) 299-0070 ext 143		pgtaxcollector@pennsgrove-nj.org	10/16/2023
Pennsauken	Township	Camden	Leigha Bogdanowicz	(856) 665-1000 ext 121		tax@pennsauken.gov	10/17/2024
Pennsville	Township	Salem	Lauren E. Schoonmaker	(732) 363-2224		pvtaxofc@pvtwp.com	10/4/2023
Pequannock	Township	Morris	Evelyn Roosma	(973) 835-5700 ext 139		eroosma@peqtwp.org	10/2/2023
Perth Amboy	City	Middlesex	Fallon E. Barcheski	(732) 826-2010 X4170		fbarcheski@perthamboynj.org	12/21/2023
Phillipsburg	Town	Warren	Sandra Callery	(908) 454-5500 ext 307		scallery@phillipsburgnj.org	3/13/2023
Pine Hill	Borough	Camden	Sandra L. Ferguson	(856) 783-7400 ext 211		sferguson@pinehillboronj.com	04/05/2024
Piscataway	Township	Middlesex	Alex Moise	(732) 562-2331		amoise@piscatawaynj.org	8/22/2024
Pitman	Borough	Gloucester	Beth Ruhl	(856) 589-3522 ext 7001		beth.ruhl@pitman.org	10/5/2023
Plainfield	City	Union	Vince Buono	(908) 753-3214		vince.buono@plainfieldnj.gov	12/12/2023
Pleasantville	City	Atlantic	Flor Roman	(609) 484-3631		florroman@pleasantvillenj.us	12/21/2023
Plumsted	Township	Ocean	Kelly Creighton	(609) 758-2241 ext 120		taxcoll@plumsted.org	12/19/2023
Point Pleasant	Borough	Ocean	Jennifer Burr	(732) 892-3434 ext 109		jburr@ptboro.com	06/10/2024
Ramsey	Borough	Bergen	Cameron Keng	(718) 536-6920		cfo@franklin-twp.org	12/4/2023
Randolph	Township	Morris	Linda Roth	(973) 989-7047		lroth@randolphnj.org	9/13/2023
Raritan	Township	Somerset	Kris Boxwell	(908) 806-8261		kris.boxwell@raritantwpnj.gov	10/19/2023
Red Bank	Borough	Monmouth	Ashlesha Desphande	(732) 530-2745		adesphande@redbanknj.org	10/23/2023
Ridgewood	Village	Bergen	Jessica Arnott	(201) 670-5500 ext. 511		jarnott@ridgewoodnj.net	10/25/2023
Ringwood	Borough	Passaic	Debbie Buchanan	(973) 475-7111		dbuchanan@ringwoodnj.net	11/17/2023
River Edge	Borough	Bergen	Debra Mati	(201)599-6311		DMati@riveredgenj.org	12/14/2022
Riverton	Borough	Burlington	Nicole Chicone-Shively	(856) 829-0120		nshively@riverton-nj.com	09/19/2024

Robbinsville	Township	Mercer	Kelly Fort	(609) 259-3600 x1136	kfort@robbinville.net	9/14/2023
Rockaway	Borough	Morris	Susan Pfeil	(973) 627-2000 ext. 228	taxcollector@rockawayborough.org	10/4/2023
Rockaway	Township	Morris	Cory Gardepe	(973) 983-2822	cgardepe@rockawaytownship.org	10/18/2023
Roselle	Borough	Union	Kendy Thompson	(908) 259-3027	KThompson@boroughofroselle.com	12/1/2023
Roxbury	Township	Morris	Heidi Pedersen	(973) 448-2024	pedersenh@roxburynj.us	10/26/2023
Runnemedede	Borough	Camden	Joyce Pinto	(856) 939-5161 ext 1006	jpinto@runnemedeni.org	10/17/2023
Salem	City	Salem	William McCafferty	(856) 935-0372 ext. 200	wmccafferty@cityofsalemnj.gov	9/13/2023
Sayreville	Borough	Middlesex	Katie Elichko	(732) 390-7036	KatieE@sayreville.com	10/25/2023
Seaside Heights	Borough	Ocean	Marie S. Rice	(732) 375-4720	mrice@seaside-heightsnj.org	12/21/2023
Secaucus	Town	Hudson	Lorraine Carr	(201) 330-2023	lcarr@secaucus.net	10/18/2023
Shiloh	Borough	Cumberland	Liz Wallender	(856) 455-3054	taxcollector@shilohborough.com	11/30/2023
Shrewsbury	Borough	Monmouth	Amy Cordell	(732) 741-4200	acordell@shrewsburyboro.com	12/6/2023
Somerdale	Borough	Camden	Laura Zappone	(856) 783-6320 ext. 1900	lzappone@somerdale-nj.com	06/18/2024
Somerville	Village	Somerset	Paige Elster	(908) 725-2300 ext. 1974	pelster@somervilleni.org	10/16/2024
South Amboy	City	Middlesex	Joanne Katko	(732) 525-5924	katkoj@southamboynj.gov	12/27/2023
South Bound Brook	Borough	Somerset	Diana Barnat	(732) 356-0258 Ext. 116	dbarnat@Southboundbrook.com	10/27/2023
South Brunswick	Township	Middlesex	Kathie Gilliland	(732) 329-4000 ext 7307	kgillila@sbtnj.net	9/19/2023
South Orange Village	Township	Essex	Irma Weir	(973) 378-7715 ext 4	iweir@southorange.org	09/18/2024
South River	Borough	Middlesex	Laura Rokosz	(732) 257-1999 ext. 502	lrokosz@southrivernj.org	12/11/2023
South Toms River	Borough	Ocean	Jennifer Burr	(732) 349-0403	tax@boroughofsouthtomsriver.com	12/4/2023
Sparta	Township	Sussex	Dianne O'Connor	(973) 729-4903	Dianne.Oconnor@spartanj.org	10/11/2023
Springfield	Township	Union	Lauren Cacioppo	(973) 912-2205	lauren.cacioppo@springfield-nj.us	10/16/2023
Stafford	Township	Ocean	Margaret Favorito	(609) 597-1000 ext 8549	mfavorito@staffordnj.gov	02/16/2024
Stanhope	Borough	Sussex	Angelica Sabatini	(973) 347-0159 ext. 13	asabatini@stanhopenj.gov	10/19/2023
Stow Creek	Township	Cumberland	Elizabeth Wallender	(856) 455-1230 ext 111	collector@hopewelltwp-nj.com	05/22/2024
Stratford	Borough	Camden	Robin Sarlo	(856) 783-0600 ext. 306	robinsarlo@stratfordnj.org	11/14/2023
Swedesboro	Borough	Gloucester	Mark W. Godfrey	(856) 467-0202 ext. 104	Taxcollector@swedesboro-nj.us	4/25/2023
Teaneck	Township	Bergen	Natalie Huttinot	(201) 837-1600 ext 1228	nhuttinot@teanecknj.gov	01/18/2024
Toms River	Township	Ocean	Carl Dileo	(732) 341-1000 ext 8363	CDileo@tomsviertownship.com	10/25/2023
Trenton	City	Mercer	Connie Ludden	(609) 989-3058	cludden@trentonnj.org	12/18/2023

Tuckerton	Borough	Ocean	Alison Varrelmann	(609) 296-4900		avarrelmann@Tuckertonborough.com	04/24/2024
Union	City	Hudson	Sonia H. Schulman	(201) 348-5719		sschulman@ucnj.com	12/20/2023
Union	Township	Hunterdon	Colleen Dolan	(908) 735-8027		Taxcollector@uniontwp-hcnj.org	10/25/2023
Union Beach	Borough	Monmouth	Desiree Durkin	(732) 264-5662		ubtax@unionbeachnj.gov	10/13/2023
Upper Saddle River	Borough	Bergen	Celina Checo	(201) 934-3965		celinac@usrtoday.org	10/18/2023
Ventnor	City	Atlantic	Margaret Pacanowski	(609) 823-7971		mpacanowski@ventnorcity.org	12/20/2023
Vernon	Township	Sussex	Lisa Kimkowski	(973) 764-4055 ext 2230		taxcollector@vermontwp.com	12/6/2023
Verona	Township	Essex	Jennifer Muscara	(973) 857-4777		Jmuscara@veronanj.org	12/7/2023
Voorhees	Township	Camden	Jennifer Dukelow	(856) 429-7762		collector@voorheesnj.com	07/16/2024
Wall	Township	Monmouth	Kammie Verdolina	(732) 449-8444 ext 2223		kverdolina@townshipofwall.com	07/10/2024
Washington	Township	Bergen	Joi Apar	(201) 666-8797		japar@twpofwashington.us	12/1/2023
Washington	Borough	Warren	Holly Dominguez	(908) 689-3600 ext. 116		hdominguez@washingtonboro-nj.org	11/9/2023
Washington	Township	Morris	Amy Monahan	(908) 876-3845		amonahan@wtmorris.net	12/12/2023
Watchung	Borough	Somerset	William J. Hance	(908) 756-0080 ext. 216		bhance@watchungnj.gov	11/30/2023
Weehawken	Township	Hudson	Kenny Bosotina	(201) 319-6014		KennyBosotina@tow-nj.net	06/20/2024
West Deptford	Township	Gloucester	MaryBeth Gill	(856) 845-4004 ext. 107		mbgill@westdeptford.com	10/18/2023
West Long Branch	Borough	Monmouth	Laura Amada	(732) 571-5984		lamada@westlongbranch.org	10/17/2023
West Milford	Township	Passaic	Rita DeNivo	(973) 728-2785		taxcollector@westmilford.org	10/10/2023
West New York	Town	Hudson	Kerri Tierney	(201) 295-5110		ktierney-campen@westnewyorknj.org	12/15/2023
West Orange	Township	Essex	Kathy Longo	(973) 325-4075		klongo@westorange.org	10/04/2024
West Windsor	Township	Mercer	Kelly Montecinos	(609) 799-2400 ext. 240		kmontecinos@westwindsortwp.com	12/14/2023
Westampton	Township	Burlington	Kathy Merkh	(609) 267-1891		kmerkh@westampton.com	11/16/2023
Westfield	Town	Union	Henry Wang	(908) 789-4051		taxcollector@westfieldnj.gov	12/4/2023
White	Township	Warren	Rachel Leber	(908) 475-3586		collector@whitetwp-nj.com	10/11/2024
Willingboro	Township	Burlington	LaMar Arnold	(609) 877-2200 ext 1007		larnold@willingboronj.gov	10/18/2023
Woodbine	Borough	Cape May	Monsy Gallardo	(609) 861-2153 ext. 204		monsy@boroughofwoodbine.net	12/30/2024
Woodbury	City	Gloucester	Theresa Mulvenna	(856) 845-1300 ext 119		tmulvenna@woodbury.nj.us	06/18/2024

REALAUCTION.COM INFORMATION SYSTEMS, SECURITY, DEVELOPMENT ORGANIZATION & PROCESSES & SUPPORT

Version 1.3

Revision History

Date	Version	Description	Author
07/01/2010	1.0	Initial Draft	Robert Cruz
07/18/2011	1.1	Spelling and Grammar Corrections	Doug McClendon
09/17/2012	1.2	Informational Updates	Whit Thompson
07/15/2013	1.2	Yearly Review	Robert Cruz
07/20/2014	1.2	Yearly Review	Robert Cruz
01/03/2015	1.3	Updates reflecting use of Amazon Web Services infrastructure and termination of NAP services	Robert Cruz
09/01/2016	1.4	Updated with current versions of MSSQL and Application Server software	Robert Cruz

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Introduction

This document provides an overview of the existing infrastructure used by Realauction.com to provide services to the corporation and its clients. It also provides guidelines and policies for securing network infrastructure resources, servers, and sensitive data. In addition, it provides a general overview of the development organization and its operating guidelines and Realauction.com's customer service and technical support policies.

SYSTEM INFRASTRUCTURE OVERVIEW

Physical Security

Physical Security of all Realauction.com production resources falls under the purview of Amazon Web Services (AWS).

Information on all aspects of AWS security review the document titled "[Amazon Web Services – Overview of Security Processes](#)".

Employee Access

Employee access to infrastructure resources at all is limited to only those employees involved in the support of those systems and who have been authorized by the Director of Information Technology after all references have been positively verified and a background check has been performed.

Termination of Access Rights

Employee access to all network resources, systems, and sensitive information is revoked upon termination of employment.

Employee Monitoring

Realauction.com employs software technologies, which monitor employee activity. The data from these logs is periodically checked to ensure employees are following established company policies.

All employees are educated on information security, company practices and their individual responsibilities at time of hire and periodically throughout the year as the situation warrants.

Business Continuity

In the event that customer and technical support operations are not possible from our corporate headquarters, designated key personnel will deploy to a pre-determined remote location, which is properly configured to allow our support operations to continue. Our Hurricane Preparedness Policy has been developed, and practiced, to insure a smooth transition into emergency operations and back to normal operations.

See Disaster Recovery Policy

Logical Security

Security policies and permissions are applied in accordance with best practices to ensure least privilege. Employees are only permitted the rights needed to perform their duties. All domain user, administrative, and service accounts use strong passwords and are configured to lock and deny access after three unsuccessful authentication attempts.

Administrative Passwords and Accounts

System administrative passwords for all servers are stored securely using two-factor authentication and are only accessible by the Director of Information Technology and the Senior Systems Engineer.

Under no circumstances is any domain administrative account allowed to run services. Explicit domain service accounts are created with the specific permission(s) required for their function and is used on all servers, for all services. These include web, database and file or FTP servers.

System Passwords used by service accounts and System Administrators are required to be changed every 90 days. These are also set to lock the user out after three unsuccessful login attempts.

Service Accounts

Service accounts for application database access have been restricted to read/write operations for the specific database and do not own any database objects and cannot access database system tables.

HW/Software/ & Networking

Server Hardware

All Realauction.com development, testing, and production servers are based on AWS machine images created for the specific tasks necessary for each application.

Networking

Systems are protected from internet access by redundant firewalls provided by AWS that incorporate gateway antivirus and intrusion protection.

Web, public DNS, and email servers are accessible through the firewall using only the appropriate protocols and ports for the service provided by each server.

Servers for files, databases, and internal processes are not accessible through the firewall and all unnecessary ports and protocols on all servers are disabled. In addition, all web users are redirected to https secure SSL connections. Ciphers below 256 bit encryption are disabled on the web servers to ensure that 256 bit or higher encryption is used.

Access to production network resources is restricted to the minimal number of personnel necessary and can only be achieved after the user establishes a virtual private connection and authenticates against the domain.

Application/Database Software

Railo 4.2 Application Server is used for front end processing and Microsoft SQL Server 2008/2012/2016 for back end database storage are used in all environments. Software vulnerabilities scans are conducted on a quarterly basis. The Senior Systems Engineer implements all software and security patches in a timely manner after testing in lower environments based on a documented set of procedures.

Operating System Software

The most recent version of Linux is used on all web servers and Windows Sever 2008/2012 R2 running MSSQL Server 2008/2012/2016 are used for database servers.

Application Code

All Realauction.com products are customized Cold Fusion applications written using Railo 4.0 Application Server. All code changes are centrally managed in development, staging (testing), and production environments by the product Project Coordinator using Realauction's ticket tracking system. All development code is secured via the use of file access security limited to specific programming staff and system engineers. Code revisions and version control are tracked and maintained using industry standard source control systems.

Development Technologies

Realauction.com uses several industry standard programming languages for its software development. These are:

- HTML – Used for rendering web pages
- JavaScript – Used primarily for client side validation of data
- AJAX/JQUERY – also used for client side validation of data and for providing for a richer experience to the end user
- ColdFusion/Coldbox/Railo – Used in a J2EE deployment as the application server and contains the application business logic and also provides for server side validation of data
- MS SQL Server – Access to data through stored procedures
- SQL Server Integration Services – Used for data transformation, importing and exporting of data, etc.

Application Infrastructure

A two tiered application infrastructure shall be used for all Realauction.com product lines.

- Web/Application servers
- Database servers

In addition the infrastructure includes several other servers which perform supporting functions:

- File Servers
- FTP Servers
- Process Servers
- Monitoring Servers

All servers shall be Dell PowerEdge Servers configured and hardened for their specific purpose.

Maintenance and Monitoring of Systems

Application Monitoring

In addition to the monitoring provided by AWS, all Realauction.com production applications and systems are monitored using a variety of tools, including, but not limited to, ColdFusion where trapped errors and latency problems are immediately identified and emailed to development and/or support staff. In

In addition FusionReactor monitoring tools are used for real-time assessment of web server health and status and SQL Monitor is used to monitor SQL Servers.

Network Traffic

Network traffic is consistently monitored by certified systems engineers. Bandwidth reports are reviewed daily for anomalies by the Director of Information Technology to help proactively potential networking issues.

Email

All Realauction.com email is stored, managed, and maintained on separate servers, dedicated solely for providing email services to the company and its applications. All incoming mail is scanned using Barracuda Spam Firewall and Microsoft Forefront for Exchange anti-virus software.

Anti-Virus

All Realauction servers, workstations, laptops, etc. are scanned using Microsoft Forefront on a daily basis. Scanning occurs during off peak hours on production systems and automated watch software allows the latest virus definition files to be downloaded as they become available.

Back-up and Recovery

Back-ups of Realauction.com systems are run and stored on tape through the use of Dell PowerVault systems. All tape back-ups are taken off site every two weeks and kept for a minimum of one year. Semantic Back-Up Exec software is run on a separate dedicated back-up server using the following schedule:

- Application and User files: Daily incremental backups, weekly full backups

SQL Servers are backed up using Cloudberry Back up Server Edition using the following schedule:

- SQL Database Data: 15 minute transaction logs to local and AWS S3, daily full to local and AWS S3

Collection of Sensitive Data

Other than static web pages, no transactions are allowed by any customer on any Realauction.com site unless they have been properly authenticated by providing their username and password.

All data collected via Realauction.com's websites is encrypted using RC4 256 bit high grade encryption using a third party verified SSL certificate issued by Equifax Secure Certificate Authority.

Securing Stored Data

Built in encryption in Microsoft SQL Server is used for any sensitive information stored such as bank routing and account numbers. This method of encryption uses a triple DES symmetric key to encrypt the data and the key used is a randomly generated 256 bit passphrase.

Access to passphrases is restricted to specific employees on a need to know basis and these employees have the highest level of clearance within the company.

Bidder Information

Bid data and all other non-account bidder information are stored in a secure database. All highly sensitive information such as Tax Identification (SSN, EIN or ITIN) numbers are stored in the database using encryption as described in section 2.6, Securing Stored Data. Each employee with access to sensitive data has successfully passed a thorough background check.

Banking Information

Information regarding bank account and routing information is encrypted as described in section 2.6, Securing Stored Data, and access is restricted to those personnel with the highest level of security clearance. Each employee with access to sensitive data has successfully passed a thorough background check.

Realauction.com has been certified to secure banking standards and is in compliance with remote vulnerability audit requirements of the Payment Card Industry Data Security Standard (PCI-DSS), Visa USA's Cardholder Information Security Program (CISP), Account Information Security (AIS) program, SDP program, the American Express Data Security Standards (DSS), and DISC program.

In addition, Realauction.com is certified free of all vulnerabilities that can be remotely scanned for as listed on the SANS/FBI top twenty vulnerabilities list, and meets all US federal government requirements for remote vulnerability testing as set forth by the National Infrastructure Protection Center (NIPC). The SANS/FBI top twenty vulnerabilities list is generally regarded as the industry-wide benchmark for network vulnerability assessment.

All information is protected against incidents that might result in the loss of confidentiality, integrity, or availability.

Routing Numbers

Bank routing numbers are verified at time of submission for validity. This process checks against a table of known routing numbers and allows the end user to confirm that the routing number they entered is in fact valid prior to any data being committed to the system. The table of valid routing numbers is refreshed nightly from the Federal Reserve database.

Account Numbers

Bank account numbers are validated by requiring the user to enter their account number twice in two separate fields. Copy/Paste is disabled forcing the end user to physically type their account number into the second field. If the account numbers do not match, the user is instructed to re-enter their account number. Only when both the routing number and bank account numbers are validated, is the information committed to the system.

ACH Funds Transfers

ACH transfers meet the BS 7799 / ISO 17799 standards as a minimum; supplementary security measures are implemented as justified by the risk assessment and additional proprietary security methods are employed by the ACH vendor.

INFORMATION SENSITIVITY POLICY

Purpose

The Information Sensitivity Policy is intended to help Realauction.com employees determine what information can be disclosed to non-employees, as well as the relative sensitivity of information that should not be disclosed outside of Realauction.com without proper authorization.

The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via any means. This includes:

- Electronic information
- Information on paper
- Information shared orally or visually (such as telephone and video conferencing)

Scope

All employees must familiarize themselves with the information labeling and handling guidelines that follow this introduction. It should be noted that the sensitivity level definitions were created as guidelines and to emphasize common sense steps that you can take to protect confidential information.

Questions about the proper classification of a specific piece of information should be addressed to your manager. Questions about these guidelines should be addressed to the Director, Information Technology.

Information Classification

All Realauction.com information is categorized into two main classifications:

- Public
- Confidential

Public information is information that has been declared public knowledge by someone with the authority to do so, and can freely be given to anyone without any possible damage to Realauction.com or our clients.

Confidential contains all other information. It is understood that some information is more sensitive than other information, and should be protected very closely, such as technical information regarding our network infrastructure and access points, trade secrets, development programs, potential acquisition targets and other information integral to the success of our company and the security of our clients.

Also included in Realauction.com Confidential is information that is less critical, such as company telephone directories, general corporate information, personal information, etc., which does not require as stringent a degree of protection.

A subset of Confidential is Third Party Confidential information. This is confidential information belonging or pertaining to another corporation, client, or customer which has been entrusted to Realauction.com by that entity under non-disclosure or other contracts. Examples of this type of information primarily include customer/client financial data which includes bank routing and account information, and tax identification numbers, and Personally Identifiable Information (PII).

Realauction personnel are required to use common sense judgment in securing Confidential information to the proper extent based on these guidelines. If an employee is uncertain as to the sensitivity of a particular piece of information, he/she should contact their manager.

Policy

The Sensitivity Guidelines below provide details on how to protect information at varying sensitivity levels. Use these guidelines as a reference only, as Realauction Confidential information in each column may necessitate more or less stringent measures of protection depending upon the circumstances and nature of the confidential information in question.

Minimal Sensitivity

This includes General Corporate information; some personal and technical information.

- **Access:** Realauction employees, contractors, people with a business need to know
- **Distribution within Realauction:** Electronic mail and electronic file transmission methods
- **Distribution outside Realauction:** U.S. Mail and other public or private carries, approved electronic mail and electronic file transfer methods.
- **Electronic Distribution:** No Restrictions except that it be sent only to approved recipients.

- **Storage:** Keep from view of unauthorized people; erase whiteboards, do not leave in view on tabletop or any other place where unauthorized individuals may access.
- **Disposal/Destruction:** Paper files shall be shredded as necessary. Electronic data will be expunged. And media will be erased or physically destroyed when necessary.

More Sensitive

Business, Financial, technical and most personal Information

- **Access:** Realauction employees and non-employees with signed non-disclosure who have a business need to know.
- **Distribution within Realauction:** Approved electronic mail and electronic file transmission methods.
- **Distribution outside of Realauction:** Sent via U.S. Mail or approved private carriers.
- **Electronic Distribution:** No restrictions to approved recipients within Realauction, but should be encrypted or sent via a private link to approved recipients outside of Realauction.
- **Storage:** Individual access controls
- **Disposal/Destruction:** Paper files shall be shredded as necessary. Electronic data will be expunged. And media will be erased or physically destroyed when necessary.

Most Sensitive

Trade secrets, operational, personal, financial, source code and technical information integral to the success of the company

- **Access:** Only those employees (or non-employees) designated with approved access and signed non-disclosure agreements.
- **Distribution within Realauction:** Encrypted electronic mail, approved file transmission methods.
- **Distribution outside Realauction:** Encrypted electronic mail, approved private carriers.
- **Electronic Distribution:** Individual Access Controls, must be encrypted.
- **Storage:** Individual Access Controls. Information stored on secured computers.
- **Disposal/Destruction:** Paper files are to be shredded. Electronic data will be expunged and reliably erased using DOD standards and media will be physically destroyed where necessary.

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Terms and Definitions

Appropriate measures	To minimize risk to Realauction.com from an outside business connection or inadvertent internal security breach. Realauction.com computer use by competitors and unauthorized personnel must be restricted so that, in the event of an attempt to access Realauction.com corporate information, the amount of information at risk is minimized
Configuration of Realauction to other business connections	Connections shall be set up to allow other businesses to see only what they need to see. This involves setting up both applications and network configurations to allow access to only what is necessary
Approved Electronic Transmission Methods	File Includes supported FTP clients and protocols and Web browsers
Approved Electronic Mail	Includes all mail systems supported by the IT Support Team. These include, but are not necessarily limited to Microsoft Exchange and MS Office Web Mail. If you have a business need to use other mailers contact the Director, Information Technology
Approved Encrypted email and files	Techniques include the use of DES and PGP. DES encryption is available via many different public domain packages on all platforms. PGP use within Realauction.com is done via a license. Please contact the Director, Information Technology if you require a license
Company Information System Resources	Company Information System Resources include, but are not limited to, all computers, their data and programs, as well as all paper information and any information at the Internal Use Only level and above
Expunge	To reliably erase or expunge data on a PC or Mac you must use a separate program to overwrite data, supplied as a part of Norton Utilities. Otherwise, the PC or Mac's normal erasure routine keeps the data intact until overwritten. The same thing happens on UNIX machines, but data is much more difficult to retrieve on UNIX systems

Individual Access Controls	Individual Access Controls are methods of electronically protecting files from being accessed by people other than those specifically designated by the owner. On UNIX machines, this is accomplished by careful use of the <code>chmod</code> command (use <i>man chmod</i> to find out more about it). On Mac's and PC's, this includes using passwords on screensavers, and restricting access to network resources via group policies
Insecure Internet Links	Insecure Internet Links are all network links that originate from a locale or travel over lines that are not totally under the control of Realauction.com
Encryption	Secure Realauction.com Sensitive information in accordance with the <i>Acceptable Encryption Policy</i> . International issues regarding encryption are complex. Follow corporate guidelines on export controls on cryptography.
One Time Password Authentication	One Time Password Authentication on Internet connections is accomplished by using a one-time password token to connect to Realauction's internal network over the Internet (VPN). Access to our internal network is approved by the Director, Information technology based on need. Once approval is obtained contact our Systems Engineer for more information on how to set this up.

ACCEPTABLE ENCRYPTION POLICY

Purpose

The purpose of this policy is to provide guidance that limits the use of encryption to those algorithms that have received substantial public review and have been proven to work effectively. Additionally, this policy provides direction to ensure that Federal regulations are followed, and legal authority is granted for the dissemination and use of encryption technologies outside the United States.

Scope

This Policy applies to all Realauction employee involved in IT functions.

Policy

All Realauction.com encryption shall be done using NIST approved cryptographic modules. Triple DES symmetric key to encrypt sensitive data stored in SQL Server and the key used is a randomly generated 128bit passphrase. Symmetric cryptosystem key lengths must be at least 256 bits. Asymmetric cryptosystem keys must be of a length that yields equivalent strength. Realauction.com's key length requirements shall be reviewed annually as part of the yearly security review and upgraded as technology allows.

Ciphers below 256 bit encryption are disabled on all web servers to ensure that 256 bit or higher encryption is used.


The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by qualified experts outside of the vendor in question and approved by the Director of Information Technology. Be aware that the export of encryption technologies is restricted by the U.S. Government.

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Terms and Definitions

Proprietary Encryption	An algorithm that has not been made public and/or has not withstood public scrutiny. The developer of the algorithm could be a vendor, and individual, or the government.
Symmetric Cryptosystem	A method of encryption in which the same key is used for both encryption and decryption of the data.
Asymmetric Cryptosystem	A method of encryption in which two different keys are used: one for encrypting and one for decrypting the data



DEVELOPMENT PROCESS POLICY

The Development Organization is comprised of team members working under the Director of Information Technology. The Director of Information Technology has overall responsibility regarding the use and implementation of technology at Realauction.com.

Purpose

To provide software engineers with established guidelines for development of application software and its related activities ensuring stable, scalable application platforms.

Scope

This policy applies to all IT personnel involved in development activities, as well as those involved in QA testing and deployment processes.

Policy

Product Responsibilities

Each product line shall have a senior lead software engineer, with at least one other team member supporting the Lead. Additional team members can be moved into specific products as demand warrants and resources permit.

Developers are supported by a database administrator and a systems engineer, as well as personnel responsible for application testing (QA).

Project coordinators work closely with development staff in as new features are developed or in the resolution of issues affecting application functionality.

Feature/Defect Tracking

Realauction.com uses industry standard defect tracking tools to manage application errors, bug fixes, and new application features. Project coordinators shall be responsible for entering and managing items entered into the system and tracking their progress until resolution.

Source Control

SVN is used as Realauction.com's source control platform. All code for all product lines shall be committed to the source control repository and no deployment to any production environment for any product shall be performed until all code is checked in. Versioning is used in order to keep track of deployments and to allow for roll-back to a previously known good version.

Development Cycle

Developers will perform their work in their local environments based on items entered into the tracking system. As features are completed, they will be moved into an integration environment where the feature will be tested against existing software and the work of other team members in order to ensure compatibility with existing code.

Once developer integration testing is complete and successful, code shall be deployed into the testing environment where those responsible for QA will perform testing.

This process shall be repeated until all identified defects are resolved and QA is satisfied with the results of their testing. The feature shall then be bundled with other tested features and scheduled for deployment to production systems. The deployment shall occur at a pre-determined time when application use is at its lowest point for the product in question.

This process shall be strictly adhered to except as noted in Exceptions and Exclusions.

Deployment Checklist

Each developer shall complete a deployment checklist outlining the components necessary for successful deployment. This includes, but shall not be limited to the following:

- Tracking system ticket number
- Code pages which have been modified or created
- SQL statements altered or created
- Developer test script
- Server or system changes (if Applicable)
- Notes for any additional information useful to testing personnel and/or deployment personnel

This checklist shall also include, in the event of a bug fix, the steps taken to create the problem in the first place so QA can verify that the issue has in fact been resolved.

Code Reviews

Periodic code reviews shall be conducted by each product lead to ensure established coding practices are being followed.

Exceptions and Exclusions

Errors as Bug Fixes shall be handled within the guidelines of this policy except in the event of Critical Issues. These will be dealt with as defined in the Support and Maintenance Policy. Deployment of critical fixes will be coordinated with the client by its assigned project coordinator and will be based on an assessment of its impact to production systems.

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Terms and Definitions

Term	Definition
File Server(s)	Server(s) used and configured for the specific purpose of storing files used by application software where user created documents are stored.
FTP Server(s)	Server(s) used and configured for the specific purpose of exchanging data files with our clients using the FTP, SFTP, SSH or PGP protocols based on the sensitivity of the data.
Process Server(s)	Server(s) used and configured for the specific purpose of running system processes required by application software.
Monitoring Server(s)	Server(s) used and configured for the specific purpose of monitoring the health of other servers and the overall network.
Web/Application Server(s)	Server(s) used and configured for the specific purpose of running web-sites and application server software

Database Server(s)	Server(s) used and configured for the specific purpose of running database software used by application software
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Table 1: *Development Policy terms and definitions*

PRODUCT LIFECYCLE POLICY

Purpose

Realauction.com LLC (“Realauction.com”) is dedicated to providing customers with the highest quality product possible. Every product produced by Realauction.com has a lifecycle that governs the time that Realauction provides updates and customer support for that product.

This Product Lifecycle Policy is provided to inform customers about the stages of the product lifecycle and the standard periods of support for each.

Scope

This policy applies to products or to content streams within those products which are created by Realauction.com. Customers who are operating these products under a contract, subscription license or a current support and maintenance agreement are entitled to the benefits associated with this policy. This policy does not apply to third-party products (software or hardware) sold by, but not produced or supported by, Realauction.com.

Please refer to the Realauction.com’s Support and Maintenance Policy for details on support for specific products.

Policy

To understand the Realauction.com Product Lifecycle Policy, it is important to know how Realauction.com uses the following terminology in the context of the policy:

- System Performance Requirements
- Software and hardware
- Release types
- Support types
- Lifecycle stages

System Performance Requirements

All Realauction Software products, to include Database Servers, Web and Application Servers, and any other services which comprise an application, shall, at a minimum, perform at the following levels:

- Shall be available 24 hours per day, 365 days per year, excluding regularly scheduled maintenance periods (Sunday Mornings between the hours of 6AM and 10AM) and shall maintain an availability percentage of 99.7%.
- No web page or process within an application shall take more than five (5) seconds to render in any web browser 99% of the time.
- System generated email notifications shall be released to the intended destination within five (5) seconds of the event which triggered the notification.

Software and Hardware

The terms pertaining to software and hardware have specific definitions for purposes of the Realauction.com’s Lifecycle Policy:

Term	Definition
Software	The term “software” refers to the Realauction.com produced, machine-readable object code (as opposed to source code) sold as a software product and all updates related to that software. Software updates are categorized by release types, described in Table 2.
Product	The term “product” refers to Realauction.com’s software.
Platform	The term “platform” refers to the major versions of an operating system supported by a software product as described in that product’s system requirements document. Examples of platforms are Microsoft® Windows 2008/2012 and Red Hat® Linux 9.0 and minor updates to operating systems, such as a service packs or hot fixes.
Release	A release refers to the introduction of a new product or to software updates for existing products. Release types are defined in the next

section.

System Requirements	System requirements refer to software and hardware enhancements required at a minimum to effectively operate as designed and intended. These enhancements could include changes to memory, hard disk capacity, network interface, supporting third-party software, etc. Customers should always consider the latest system requirements before upgrading to newer versions of one of Realauction.com’s products.
Software versions and service packs	Software versions and version types such as a service pack are simply a method for customers and Realauction.com’s customer support to identify a specific version of Realauction.com’s software in use on a system. Software versions and version types such as service packs do not necessarily indicate the release types (see next table) for period of support for previous versions of the software.

Table 1: *Software and hardware terms and definitions*

Release Types

When Realauction.com releases a new product, or makes updates to an existing product, the release is categorized as a specific release type. The release type indicates the amount or type of change introduced by that release. As expected, some releases introduce more changes to a product than others. The Realauction.com Product Lifecycle Policy is crafted to provide customers adequate upgrade time in proportion to the amount of change introduced by a new release. The following table describes each release type, and “Lifecycle Announcements and Timelines” lists standard timeframes for support of previous releases.

Release Type	Description
New Release	A new release marks the beginning of a new product offering.

Major Feature Update	<p>An upgrade to existing software, a major feature update, significantly changes an existing feature, includes key changes to the way an existing feature works, or introduces major architectural change.</p> <p>In addition to one or more major changes, a major feature update can also contain small enhancements and new security content if the content is related to the delivery of other features.</p> <p>Major feature updates have gone through lengthy development and test cycles. Customers should make every effort to allow for adequate change control and adoption in their environments.</p>
Minor Feature Update	<p>An upgrade to existing software or a minor feature update can add small new features and can make enhancements to existing features.</p> <p>Minor feature updates may contain new security content if the content is related to the delivery of other features.</p> <p>Customers should test minor feature updates before deployment to verify stability in their environments.</p>
Maintenance Update	<p>An upgrade to existing software or a maintenance update contains only software fixes and minor usability enhancements. Maintenance updates pose very little risk in terms of change control.</p>
Content Update	<p>An upgrade to existing software or a content update adds new or updated security content that prevents or detects threats, vulnerabilities, or other security issues.</p> <p>For example, a content update may include updated vulnerability protection algorithms for Intrusion prevention. Content updates also apply to management software, such as a database update that includes help or policy information for signatures, checks or other security content. Content updates may include some architectural changes in the security content modules, such as the addition of new protocol or content parsers or new behavioral techniques. Some content updates contain scheduled, non-critical security content. Other content updates may be classified “critical” and are described below.</p>

Table 1: Release Types

Lifecycle Announcements and Timelines

Communication of Lifecycle Stages

In general, Realauction.com will make an announcement through standard customer communication channels when software has reached the following lifecycle stages:

- General Availability (GA)
- End of Sale (EOS) for platforms and software (except for previous software versions)
- End of Content (EOC)
- End of Life (EOL)

In some cases, Realauction.com will pre-announce the approach of these phases. For example, when Realauction.com announces the general availability (GA) of a major feature update that has an effect on the lifecycle of a previous software version, Realauction.com may include the impact to the previous version in the announcement.

Exclusions and Exemptions

There are currently no exclusions or exemptions to the Product Lifecycle Policy.

Discretionary Changes

Realauction.com is continually striving to improve coverage periods for security content and other lifecycle considerations. This document captures the current policy and is subject to change at Realauction.com's' discretion.

SUPPORT AND MAINTENANCE POLICY

Purpose

Realauction.com, LLC, a Florida corporation (“Realauction”), provides technical support services and product maintenance purchased by or on behalf of customers during the period for which the applicable fees have been paid. This document outlines guidelines for support services and maintenance, which vary depending on the Realauction.com product(s) purchased, are described below.

Standard Technical Support Policy

Telephone and Electronic Support

Standard technical support provides 24x7x365 access to our online frequently asked questions (FAQs) and during business hours telephone and electronic support for all Realauction.com products. Technical support includes troubleshooting and workaround assistance, along with limited installation and configuration advice. If your education or consulting needs are outside the scope of technical support, Realauction.com may refer you to third party vendors for assistance.

Realauction.com technical support does not provide support for software or hardware developed by a third party unless the third party software or hardware is offered as an integrated module within a Realauction.com product.

For those questions not answered by the FAQs, trained technical support personnel are available to manage inquiries concerning use of the Realauction.com product.

Technical support includes answering questions and providing a reasonable level of guidance to the customer about the use of the product, responding to reports of errors and determining if the reported error is a result of a problem in the operation of the product or is an environmental or installation issue. The customer is responsible for providing sufficient information and documentation for Realauction.com to reproduce the error including a detailed written description of the problem, log files, data files, and/or any other information reasonably requested by Realauction.com.

Technical support is provided for the most current and the immediately preceding version(s) of the Realauction.com product(s). In some cases, resolving an issue may consist of advising the customer to upgrade to the most current version.

Software Error Corrections

The customer may report a suspected error, and designate its priority level, to Realauction.com by telephone or electronically. Upon receipt of the report, technical support will respond and provide a fix or workaround in accordance with the applicable level of priority assigned to the error.

Realauction.com reserves the right to reassign the designated priority level if necessary based upon the nature of the suspected error.

Realauction.com will use commercially reasonable efforts during normal business hours to correct errors in the current version of the Realauction.com software in a timely manner by providing the repair or replacement of object or executable code versions of the Realauction.com software.

A Realauction.com technical support representative will endeavor to resolve suspected errors at the time of the initial call or electronic response. If the technical support representative cannot resolve the matter during the initial call or electronic response, the request for service will be logged and a technical support engineer will continue to investigate the incident. If the technical support engineer is unable to resolve the error, the issue will be escalated to a senior technical support engineer. If the senior technical support engineer is unable to resolve the error within a reasonable time frame, the issue will be escalated to an escalation engineer within technical support. The escalation engineer will work with the customer and the Realauction.com product engineering team to resolve the issue. Escalation time frames may vary depending on the priority and severity of the error.

Hardware Error Corrections

Hardware errors will be triaged and handled through the standard technical support process to identify where the error exists. Hardware errors are reported in the same fashion as Realauction.com software errors. Realauction.com technical support staff will diagnose the problem and attempt to resolve the issue with the customer over the phone. To be eligible for technical support, the Realauction.com application must be a version level supported by Realauction.

Designated Customer Contacts

Access to Realauction.com technical support by telephone or through the customer support center is provided through the customer's designated contact. Standard support access is provided to at least one designated customer contact. Assigning a designated customer contact ensures that only authorized

personnel are able to adjust the customer's application settings of the Realauction.com product. Further, it allows the customer to manage support issues more efficiently by using a centralized approach.

Each customer must designate one (1) contact as the primary designated contact (PDC). The PDC acts as the administrator for the designated named contact profiles, and can add or change named contacts online.

Version Upgrades

Realauction.com makes software upgrades, improvements, and modifications available to the Customer for the most current version of the Realauction.com software, such as improvements in use and usability. Realauction.com will provide the customer all such upgrades, improvements and modifications of the Realauction.com software that Realauction.com makes generally available to supported Realauction.com customers that are not marketed as independent products or modules.

Security Content Upgrades

Realauction.com makes new security content updates available to the customer for the most current version of these products. Security content updates for preceding versions may be made available to the Customer according to the current Realauction.com Product Lifecycle Policy.

Classification of Errors and Response Times

Any suspected error which is reported to Realauction.com is classified in accordance with the priority levels defined below:

PRIORITY 1 (P1) – CRITICAL PRIORITY

A critical priority error renders the Realauction.com software inoperable or causes the Realauction software to substantially fail. Examples of critical priority issues may include:

- Web site down
- Kernel panic
- File corruption
- Network down situation
- Critical hardware failure

PRIORITY 2 (P2) – HIGH PRIORITY

A high priority error substantially degrades the performance and/or causes serious limitations in the use of the Realauction.com product. Examples of high priority issues may include:

- Lack of functionality as designed
- Update failures
- Substantial performance degradation

PRIORITY 3 (P3) – MEDIUM PRIORITY

A medium priority error has minor impact on the overall use of the Realauction.com product. Examples of medium priority issues may include:

- Content or data format inconsistencies
- Cosmetic issues
- Enhancement requests
- Information requests
- Documentation questions

Realauction will use commercially reasonable efforts to do the following:

P1 (Critical)	P2 (High)	P3 (Medium)
<ul style="list-style-type: none"> - Have a customer support analyst initially respond to an unresolved error within fifteen (15) minutes of the time the incident is logged - Provide customer with daily reports on the status of the issue 	<ul style="list-style-type: none"> - Have a customer support analyst initially respond to an unresolved error within four (4) hours of the time the incident is logged - Provide customer with frequent reports on the status of the issue 	<ul style="list-style-type: none"> - Have a customer support analyst initially respond to an unresolved error within eight (8) hours of the time the incident is logged - Include a fix for the error in the next major release of the product.

<ul style="list-style-type: none"> - Provide customer with a workaround or fix within sixty (60) minutes - Include a fix for the error in the next major release of the product 	<ul style="list-style-type: none"> - Provide customer with a workaround or fix within thirty (15) business days - Include a fix for the error in the next major release of the product 	
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Defect/Error Tracking

Realauction.com uses industry standard tracking software in order to track issues. Confirmed defects are routed by customer service personnel to a project coordinator who will create a trouble ticket, logging all the particulars of the defect to include the steps necessary to reproduce the defect.

The defect is then assigned by the project coordinator to the responsible lead software engineer who will evaluate the defect and determine the appropriate technical resolution.

Once the defect has been resolved to the project coordinators satisfaction, a production deployment will be scheduled and the customer notified that the issue has been resolved when the deployment is complete.

General

Realauction.com is not responsible for errors or other problems due to non-Realauction.com products or services, misuse, accident, damage or modification, or the Client's failure to maintain proper physical or operating environment. If Realauction.com reasonably believes that a problem reported by the customer may not be due to an error, Realauction.com will so notify the customer, and Realauction.com shall not proceed further unless instructed to do so in writing by the customer.

In connection with its provision of product maintenance, Realauction.com may collect personal information regarding users of the Products or services. Realauction.com will collect and maintain personal information in accordance with its privacy policy that may be found at <http://www.realauction.com/privacyPolicy.cfm>.

Customers may periodically receive confidential (subject to the confidentiality provisions in the Customer’s license) product life cycle information and proactive notification of security alerts/advisories.

From time to time Realauction.com may email additional communications to the customer’s representatives regarding various product or service offerings. The customer or their representative may unsubscribe by contacting Realauction.com electronically at marketing@realauction.com and providing the e-mail address to be removed.

This Realauction Support and Maintenance Policy is subject to change as support offerings are updated by Realauction.

Definitions

Error	A situation reported by or on behalf of a customer where the Realauction.com product does not function according to its current documentation in all material respects
Fix	A repair or replacement of binary or executable code versions of the Realauction.com product to remedy an error, and includes corrections to the product documentation.
Workaround	A change in procedures followed by the customer to avoid an error without substantially impairing use of the Realauction.com product.
Realauction Software	Software produced by or on behalf of Realauction.com.
Product(s) or Realauction.com Product(s)	Realauction.com software and/or Realauction.com appliance(s) which consists of Realauction.com software pre-installed on a single Realauction.com hardware device supplied to the customer by Realauction.com.

DISASTER RECOVERY POLICY

Purpose

This document outlines the standard operating policies and procedures regarding information technology and its related operations at its Plantation facility as it relates to disaster recovery.

Being located in South Florida, Realauction.com's primary concern is the effect hurricanes and severe weather can have on business operations. This policy is designed to mitigate those effects and minimize the impact on daily operation.

Scope

This policy applies to all Realauction.com employees working out of the Plantation facility.

Policy

Identification of Key Staff

Realauction.com's senior management shall identify key staff tasked with the implementation of the actions required by this policy. They include executive and senior Management personnel, technical staff, and customer support personnel. Those identified as key personnel shall be issued portable computers as their primary workstations so they can perform their assigned duties from remote locations.

Preparedness Action Checklist

A preparedness action checklist will be developed and maintained. This checklist will contain all pertinent actions and information necessary to ensure a smooth transition from normal operations to emergency operations and back. All key personnel shall become familiar with this checklist. The checklist is included as part of the Hurricane Preparedness Policy.

Identification of Remote Locations

Realauction.com shall identify at least two (2) facilities at different geographic locations for remote operations and make prior arrangements to ensure their availability. These locations have been identified and arrangements have been made.

Securing Primary Location

Protocols have been developed for securing the Plantation Facility. Key personnel have been identified to perform specific tasks to ensure the proper shut down of all operations in preparation for a remote deployment and that Customer Service activities can continue while key personnel are in transit.

Remote Operations

Protocols have been developed for remote operations. These protocols cover transfer of phone numbers to remote facilities, access to production resources, and for securing data necessary for operations from remote operations.

Return to Normal Operations

Protocols have been developed to ensure a smooth transition back to normal operations. Key personnel have the responsibility to determine the safety of the Plantation Facility and to prepare it for the return of deployed personnel. These protocols also cover verification of all Plantation technical systems to ensure their proper operability and internet connectivity.

Post incident/Yearly Review

Realauction.com Senior Management will conduct a post incident review to determine if any areas of the Disaster Recovery Policy should be amended. It will also conduct a yearly review prior to hurricane season and make changes to the policy if necessary.



**BOROUGH OF HIGHLAND PARK
ONLINE TAX SALE HOSTING PROPOSAL & QUOTE**

JULY 23RD, 2024

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PRICE QUOTATION FOR SERVICES	Page 4
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EXHIBIT (separate document) - REFERENCES

EXHIBIT (separate document) - REALAUCTION.COM INFORMATION SYSTEMS POLICIES & PROCESSES

EXECUTIVE SUMMARY

Since our inception in 2004, Realauction has provided online auction services for approximately 300 municipalities in eleven (11) states across the Country including Florida, Colorado, Illinois, Arizona, Maryland, Nebraska, Texas, Ohio, California, Pennsylvania, and New Jersey.

We currently conduct on-line certificate auctions for the largest municipalities in the country including Orlando, Denver, Jacksonville and Chicago. As of December 2023, Realauction has successfully conducted certificate auctions for more than **230** municipalities in New Jersey.

The auction software offered to the general public for the on-line certificate auctions is flexible and simple to use while maintaining the highest levels of security. Our software contains all of the requested features including proxy bidding, electronic bidder deposits and payments, custom searches and bidder notifications. The system also displays all property details, W9 forms, audit information, bidder notifications and electronically creates all post-sale documents.

Our extensive experience and depth of knowledge make Realauction ideally suited to successfully facilitate the online tax sale requirements for the Borough of Highland Park. Additionally, Realauction truly takes a “partner” approach with clients and feel we can make substantive suggestions and contribute proven solutions based on the best practices established in our 15 years in the online auction industry.

Headquartered in Fort Lauderdale Florida, Realauction is privately owned and has approximately fifty (50) full-time employees. All data, software code and client sites are securely hosted using Amazon’s secure web services (**AWS**) cloud platform.

We look forward to the opportunity to work with you.

PRICE QUOTATION FOR SERVICES

Procurement of an online tax sale vendor is subject to the Local Public Contracts Law (LPCL), N.J.S.A. 40A:11-1 et seq., and does not fall under one of the LPCL statutory exceptions to public bidding.

WE THE UNDERSIGNED PROPOSE TO HOST ONLINE TAX SALES SERVICES FOR THE BOROUGH OF HIGHLAND PARK PURSUANT TO THE SCOPE OF SERVICES AND REQUIREMENTS AND MADE PART HEREOF:

PRICE PER ITEM

\$15 Per Certificate Advertised

The undersigned is a Limited Liability Company under the laws of the State of Florida having its principal office at Realauction.com, LLC, 861 SW 78 Ave., #102, Plantation, Florida 33324.

SIGNATURE _____



Lloyd E. McClendon

Chief Executive Officer

Realauction.com LLC

(954) 734-7400 x206

lmccleendon@realauction.com

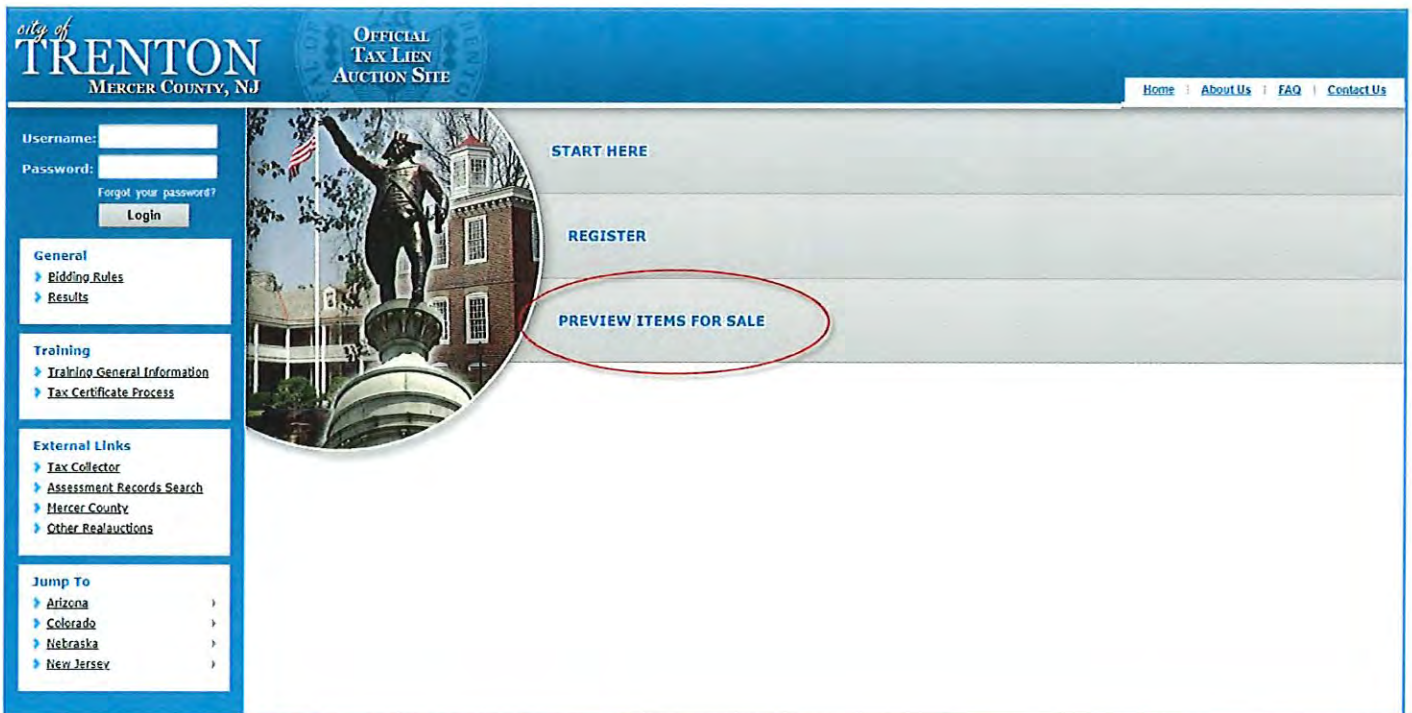
REQUIREMENTS FOR ONLINE BIDDING PROCESS

REGULATION: The tax lien sale line items shall be publicly available on the vendor’s website free-of-charge without requiring registration or membership prior to viewing.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

All auction sites hosted by Realauction have a “Preview Items for Sale” feature that allows non-registered users “view only” access to all items listed for sale. The “viewer” has full access to all website features except bidding, which requires registration.

There is no fee of any kind to register or view the properties listed on the auction site.



REGULATION: Bidding shall open no earlier than upon publication of the newspaper advertisement.

Offeror Response: The Tax collector determines all aspects of the sale including the opening and closing dates. Realauction agrees the site will not open prior to the publication of the newspaper advertisement.

REGULATION: Bidder registration shall be online and completed prior to submitting a bid (seven days prior to the tax sale).

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

Participants cannot place a bid until they have completed the online registration and have obtained a username and password.

REGULATION: Prior to placing a bid, each bidder must post a forfeitable deposit of a percentage or amount set by the tax collector.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

Bidders may submit bids for any and all items posted on the auction site.

As results are processed at the closing of each batch, each certificate is electronically evaluated in sequential order.

Step 1 - The system software examines all bids for a particular certificate and separates all bids at the lowest interest rate.

Step 2 – Next, the system notates and disqualifies all submissions where the bidder does not have the required 10% of the certificate face amount on deposit with the municipality at the time of the batch closing.

Step 3 – A winner is then selected among the remaining eligible bids using the certified random algorithm generator.

The amount available on deposit for the winning bidder is then reduced by set percentage of the certificate face amount. The process is repeated for all certificates in the batch in the order in which the certificates were advertised.

REGULATION: A successful bidder who fails to make payment on lien certificates purchased shall forfeit the deposit amount to the municipality.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

The Tax collector will be notified of all bidders who fail to make a final payment. The Tax Collector will determine if the deposit is to be returned or forfeited to the municipality.

REGULATION: The deposit must be held in the municipality's account and not that of the vendor. Any unused portion of the deposit must be returned to the bidder after the conclusion of the sale.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

The online tax sale platform shall also provide, at a minimum the following:

1. Detailed online instructions on how to utilize the website.

Offeror Response: This functionality currently exists in the Realauction software. Each page of the auction site contains a link to the FAQs. The left handrail also includes links to the "Bidding Rules", other documents and helpful information. All links and FAQs can be customized per the Tax Collector.

City of TRENTON
MERCER COUNTY, NJ

OFFICIAL TAX LIEN AUCTION SITE

Home | About Us | FAQ | Contact Us

Username:
Password:
[Forgot your password?](#)

FAQ

**2017 Realauction Tax Certificate Sale Auction
Frequently Asked Questions**

General
[Bidding Rules](#)
[Bids](#)

Training
[Training General Information](#)
[Tax Certificate Process](#)

External Links
[Tax Collector](#)
[Assessment Records Search](#)
[Mercer County](#)
[Other Realizations](#)

Jump To
[Arizona](#)
[Colorado](#)
[Nebraska](#)
[New Jersey](#)

As a bidder, what is required of me?
 It is the responsibility of the bidder to:
 1) be completely familiar with the pertinent tax certificate sections of the New Jersey Statutes
 2) research each property thoroughly prior to placing a bid.
 3) conform to all deposit, registration or payment deadlines if applicable

⚠ All bids placed, whether intentional or not, are the responsibility of the bidder.

What is a Tax Lien?
 A tax lien is a document representing unpaid municipal charges, assessments, penalties, advertising costs and fees. If the property owner fails to pay the delinquent municipal charges during a specified period of time, the municipal government can sell what is called a tax lien certificate to investors so that the municipality may recoup the delinquent municipal charges.

Where can I find more information about tax liens and certificate auctions?
 Delinquent taxes, tax liens and the sale of tax certificates at public auction for unpaid taxes are administered by the Municipal Tax Collector and regulations are provided for in [Title 54](#) of the New Jersey Statutes

⚠ It is the bidder's responsibility to know the law governing these sales prior to participating in a tax certificate sale.

I am not a US citizen. Will I still be able to participate in the sale?
 All electronic tax sale municipalities in New Jersey only accept bidder registrations for U.S. persons or other U.S. entities as defined in IRS Form W-9 which means foreign bidders are not allowed to participate. Registrations utilizing an ITIN or foreign registrants requiring IRS Form W-8 or any other non-US registration type will not be accepted.

⚠ Any bidder who knowingly registers improperly shall have their winnings reversed by the Tax Collector and the user's account will be disabled.

Please visit the [Bidding Rules](#) page to determine if this municipality permits the registration of foreign bidding entities.

2. The ability to obtain and electronically submit forms (w-9s, bidder information sheets).

Offeror Response: Respondent meets or exceeds this requirement

Realauction has greatly simplified the process for collecting taxpayer information.

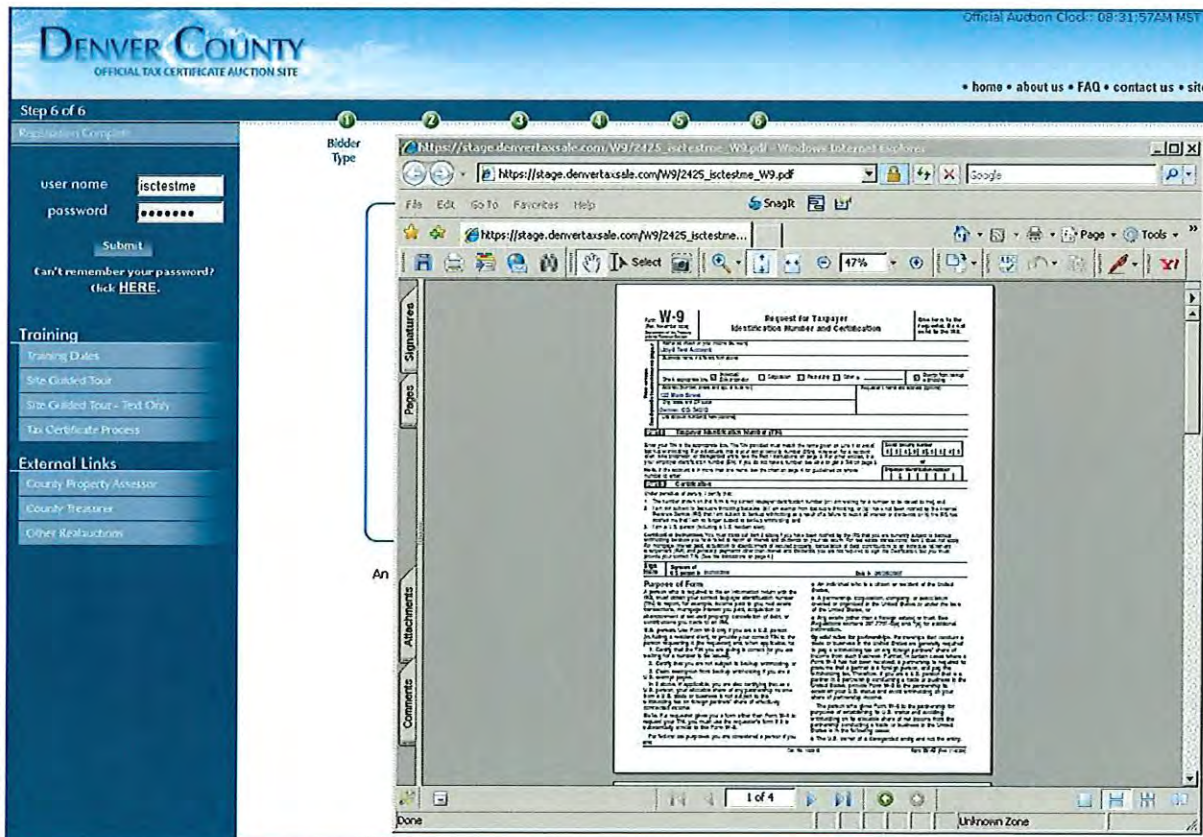
During the registration process, each bidder is required to supply the information necessary to fully complete the required W9 or similar IRS form. At a minimum, the information gathered includes:

- Individual or Business Name*
- Taxpayer Type (Individual, Partnership, Corporation, etc.)*
- Address*
- Taxpayer Identification Number*

Depending on the answers provided, Realauction's registration wizard automatically determines which type of IRS form to complete and any additional information that may be required.

The bidder then agrees to affix their signature (electronically) using their username and password. A true and complete copy of the W9 form is then available for the bidder to view/print at any time.

Remitting to Tax Collector - The completed W9 and W8 forms can be downloaded or printed directly from the Administration section of the auction site in Adobe PDF format or the information can be transmitted electronically via FTP or other secure method.



3. A help desk for tax collectors and bidders through the internet, e-mail, and at least one toll-free number.

Offeror Response: Respondent exceeds this requirement.

Realauction currently provides both toll-free telephone and monitored email Customer Service support Monday through Friday, during the hours of 8am – 6pm, Eastern Time. Realauction agrees to extend customer service hours when necessary.

Instructions for contacting Realauction Customer Service can be located by clicking “Contact Us” at the top of each page on the Tax Collector’s auction site.

The screenshot shows the 'Official Tax Lien Auction Site' for the City of Trenton, Mercer County, NJ. The page has a blue header with the city logo and navigation links: Home, About Us, FAQ, and Contact Us (circled in red). On the left, there is a login section with fields for Username and Password, a 'Forgot your password?' link, and a 'Login' button. Below the login section are three menu categories: 'General' (with links to Bidding Rules and Results), 'Training' (with links to Training General Information and Tax Certificate Process), and 'External Links' (with links to Tax Collector, Assessment Records Search, Mercer County, and Other Realauctions). At the bottom left, there is a 'Jump To' section with links to Arizona, Colorado, Nebraska, and New Jersey. The main content area is titled 'Contact Us' and features the 'REAL AUCTION' logo. It contains the following text: 'For technical support or questions regarding auction procedures including registration, training, bidding or deposits please use the convenient email form provided below or contact Realauction Customer Service at Realauction Customer Service, 861 SW 78TH Avenue, Suite B-102, Plantation, FL 33324. Contact: Customer Service Department, Phone: (954) 734-7401 or (877) 361-7325, Hours: Weekdays 8:00 AM to 6:00 PM ET. Click HERE to email us your questions or comments.' Below this, there is a section for inquiries regarding tax payments or instructions on how to pay property taxes, with contact information for the Division of Tax, Attn: Paula Ferreira, Tax Collector, 319 East State Street, Trenton, NJ 08603. Contact: Tax Collectors Office, Phone: 609-609-3818, Hours: M-F 8:30 AM to 4:30 PM.

4. A dedicated telephone hotline available for use by tax collectors until the sale’s completion.

Offeror Response: A Realauction Auction Coordinator will be assigned to each Tax Collector. This single point of contact will coordinate all contact and activities between Realauction and the Tax Collector to ensure that all target dates are met and auction guidelines are followed. A dedicated “hotline” and monitored email box will be designated for the Tax Collector to reach Realauction personnel.

A contact phone list will be provided to each Tax Collector for 24/7 access to Administrators in the event of an auction emergency.

5. Web-based training, including online tutorials, for both bidders and municipal officials responsible for administering the sale.

Bidder Support is accomplished through several methods.

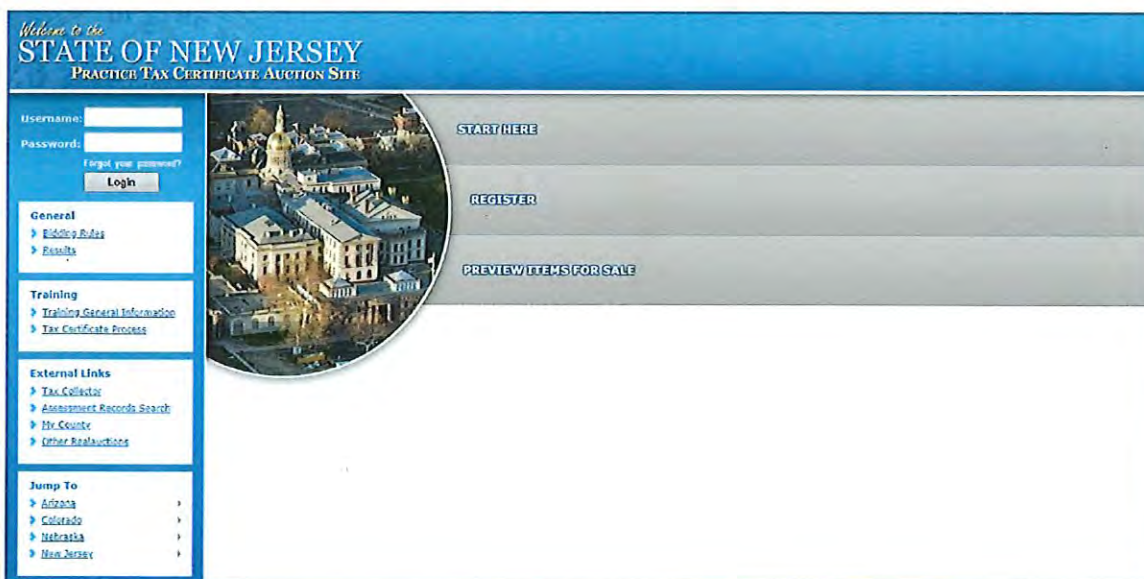
Telephone Training (Webinars) – Bidders may call Realauction’s toll free customer support center for additional questions or to schedule one-on-one bidder training. Participants can follow along on their own computer as our trained professionals walk them through each screen. Our facility can accommodate 25 customer service representatives and additional telephone support can be added if necessary. Telephone support is offered in English, Spanish and Creole.

Practice Auction - A practice auction site is available for prospective or active registrants to access and use. A complete mock auction is held once every day so users can enter register, practice bidding and see the results. Our experience has shown that using this site eliminates many customer service calls.

6. A method by which bidders can practice bidding on the website

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

Live Practice Auction Site - A live practice auction site is available 24/7 for prospective or active registrants to access and familiarize themselves with the online auction process. This fully functional site holds a practice “mock” auction once every day so users can register, make simulated deposits, practice bidding and viewing the auction results. Allowing potential bidder’s the opportunity to get familiar with the site and eliminates many customer service calls.



7. Available in-person training for municipalities, including a working demonstration of the website and overall system.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

Realauction will host on-site training classes at a location chosen by the Tax Collector. Training dates and times can be varied to accommodate the Tax Collector's schedule.

8. Online display of winning bids immediately upon the auction's completion.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

Bids are displayed immediately after each batch closing.

Welcome to the
STATE OF NEW JERSEY
 PRACTICE TAX CERTIFICATE AUCTION SITE

Results

Enter your search criteria, then click "Search" to filter your results.

Batch Number: All Search

Export Data: [Icons]

Page 1 of 5 (Displaying 50 of 231 records)

Parcel Information				My Bids		Results		
ADV #/ID	Tax Year	Lot(s)	Block/Lot-Qual	Face Amount	My Bid	My Investment	Winning Bid	Sold To
ADV NUM: 0001	Block-Lot-Qual: 1/3/	Tax Year: 2013	Status: Sold		4.00%	\$0.00	3.00%	9000610
					4.00%	\$0.00	\$100.00	9000234
					4.00%	\$0.00	3.00%	9000234
					4.00%	\$0.00	3.00%	9000234
					4.00%	\$0.00	3.00%	9000234
					4.00%	\$0.00	3.00%	9000234
					4.00%	\$0.00	3.00%	9000234
					4.00%	\$0.00	3.00%	9000234
					4.00%	\$0.00	3.00%	9000234

ADV NUM: 0001 Certificate Face Value: **\$157.18** Winning Bid (Via Proxy): **3.00%** Winning Bidder: **9000610**

Bid Distribution		
Bid	# of Bids	
\$0.00	1	Winner at 3.00% via proxy
04.00%	1	
15.00%	2	2 bids without buying power
\$200.00	2	2 bids without buying power
\$300.00	1	1 bid without buying power
\$400.00	1	1 bid without buying power

Bid History		
Bidder #	Bidder	Bid
9000569	(No Buying Power)	\$200.00
9000610		00.00%
9000235	(No Buying Power)	\$200.00
9000236	(No Buying Power)	\$300.00
9000237	(No Buying Power)	\$400.00
9000900	LLOYD MCLENDON (Bid Withdrawn)	01.00%
9000900	LLOYD MCLENDON	04.00%
9000633	(No Buying Power)	15.00%
9000776	(No Buying Power)	15.00%
9000570	(Bid Withdrawn)	18.00%
9000701	(Bid Withdrawn)	18.00%

9. Notification to winning bidders by email at the bidder's registered email address.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

Bidders are notified of the results including the amount of additional monies needed to pay for certificates successfully purchased or anticipated refunds. Bidders then pay for certificates using one of the payment methods accepted by the municipality.

A sample email is displayed below.

From: Realauction.com Customer Service SQL101 [mailto:customerservice@realauction.com]
Sent: January 8, 2018 8:08 AM
To: Nicole Tomaszewski
Subject: Township of Teaneck - Tax Lien Auction Results

Site Address: <https://teaneck.newjerseytaxsale.com/>
Bidder Number: 237
Name on Tax Return: LIJFUSA LLC

Dear Jacob Friedman,

Congratulations! The 2018 Township of Teaneck tax certificate auction has ended and you have won certificates. For your convenience, an itemized summary of your unofficial auction winnings is listed below.

Bidder ID	Cert Num	ADV Num	Block-Lot-Qual	Face Amount	Winning Interest	Winning Premium	Total
000000237	0	000053	706 - 7	\$3,588.44	14.00%	\$0.00	\$3,588.44
Totals:		1		\$3,588.44		\$0.00	\$3,588.44
						Total deposits and payments:	\$1,000.00
						Total won:	\$3,588.44
						Total fees:	\$0.00
						Total refunded:	\$0.00
						Balance due:	\$2,588.44

Final Payments must be made via Wire Transfers only. Final payments are due in the municipality's bank account by 2:00 PM ET on 01/08/2018.

To make your final payment, you must log in to the website at <https://teaneck.newjerseytaxsale.com/> and click "Make Payment" on the left side of the screen to retrieve the wire transfer instructions. You must take those instructions to your bank to initiate the wire transfer. **Failure to make the final payment on time could result in your default and loss of your initial deposit. You will also not be able to participate in future auctions.**

All results are unofficial until fund transfers are complete. Any deposit monies not credited toward winning bids will be refunded by the Tax Collector within 7 business days.

Please review this list for accuracy. If you have questions regarding your purchases, you may contact the Realauction Customer Service Center at (877) 361-7325.

Realauction.com Customer Service
Phone: (877) 361-7325
Fax: (954) 424-7601
Email: customerservice@realauction.com

10. Provision of the electronic transfer of information and data to and from the municipality, including access for the tax collector to remove and update the tax lien sale list in real time.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

The updating of advertising information including payments, bankruptcies, corrections and deletions are only performed at the direction of the Tax Collector.

Processing Methods

***Automatic** - Parcels are automatically removed prior to the sale based on transaction update files received from the Tax Collector. These transaction files are transmitted via a secure FTP site to Realauction although other transfer methods can be accommodated. The municipality is then notified of the most recent advertising totals including the Total Number of Active Certificates, Total Number of Inactive Certificates and Total Active Face Amount for verification.*

***Manual Updates** - Individual items can also be modified in the Administration section of the auction site by those Tax Collector personnel holding the proper administration access.*

***Timing** - Routine updates are performed according to a schedule agreed upon by the Tax Collector. Updates are generally run each week; however, they can be scheduled to run more frequently if necessary. A variety of programming checks are in place to ensure the auction site remains in sync with municipal records.*

Updates sent by the Tax Collector via FTP or email can be accomplished in a matter of minutes or scheduled to run automatically at predetermined times throughout the day. Realauction will make every effort to process updates as they arrive.

Updates will be accepted as frequently as the Tax Collector specifies. There are no restrictions.

11. A transaction log for the tax collector to review of all bid submissions and results, along with a detailed history of all funds transferred.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

Bid History – Transaction logs of all bid submissions and withdrawals. This comprehensive listing of bidder activity contains a variety of audit information including date and time of activity, originating IP address, interest rate, submission type and proprietary security information.

ADV NUM: 0001 Block-Lot-Qual: 1 / 3 / Tax Year: 2013 Status: Sold

Parcel Details Total Charges Cert History **Bid Distribution**

ADV NUM: 0001 Certificate Face Value: \$157.18 Winning Bid (Via Proxy): 3.00% Winning Bidder: 9000610

Bid	# of Bids	
\$0.00	1	Winner at 3.00% via proxy
04.00%	1	
15.00%	2	2 bids without buying power
\$200.00	2	2 bids without buying power
\$300.00	1	1 bid without buying power
\$400.00	1	1 bid without buying power

Bidder #	Bidder	Bid
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9000776	(No Buying Power)	15.00%
9000570	(Bid Withdrawn)	18.00%
9000701	(Bid Withdrawn)	18.00%

The Funds Summary Report located in the Administration Section of the auction site provides the Tax Collector with real-time information regarding the current status of all transfers.

Funds Summary

Clear and Refresh

Page 1 of 1 (displaying 50 of 50 records)

Account #	Account Name	Amount	Method	Payment	Status	Created	Processed	Settled	Approved
83315	LLOYD MCCLENDON	\$50,000.00	ACH	Deposit	Pending	02/01/2018			
83362	H.S. ZHANG	\$5,000.00	ACH	Deposit	Pending	01/17/2018			
83563	FREDERICK J. GOLDSMITH	\$1,000.00	ACH	Deposit	Pending	01/14/2018			
83233	SEASTEL MARINE SYSTEM	\$500.00	Cash	Deposit	Available	01/02/2018	01/02/2018	01/02/2018	01/02/2018
83233	SEASTEL MARINE SYSTEM	\$1,000.00	Cash	Deposit	Cancelled	01/02/2018	01/02/2018	01/02/2018	01/02/2018
83263	RACHEL A. GUTERSEN	\$1,500.00	WireTransfer	Deposit	Pending	12/25/2017			
82742	SEASTEL MARINE SYSTEM	\$1,000.00	ACH	Deposit	Cancelled	12/15/2017	01/02/2018	01/02/2018	01/02/2018
81987	ANNE SMITH	\$10,000.00	ACH	Deposit	Pending	11/22/2017			
81973	ENTRICE B. PARKINGTON	\$10,000.00	ACH	Deposit	Pending	11/12/2017			
81924	PAUL FITZSIMMONS	\$1,001.00	WireTransfer	Deposit	Pending	11/20/2017			
83947	JOSEPH BERTHAL	\$2,000.00	WireTransfer	Deposit	Pending	10/25/2017			
83885	ALEXANDER MCCOY	\$1,000.00	ACH	Deposit	Pending	10/10/2017			
83749	MARSHALL G. SMITH	\$1,000.00	ACH	Deposit	Pending	09/25/2017			
83722	ANTHONY S. BOGALIN	\$5,000.00	WireTransfer	Deposit	Pending	09/19/2017			
83650	JYD COOPER	\$5,000.00	ACH	Deposit	Pending	09/14/2017			
82397	BILL JONES	\$10,000.00	ACH	Deposit	Pending	09/11/2017			
82334	ENTRICE ALLENBAUER	\$1,000.00	WireTransfer	Deposit	Pending	09/19/2017			

12. A standard complaint procedure for both the municipality and bidders, with a complaint log maintained by the vendor and available for the municipality's inspection.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

Municipalities - Our company uses industry standard tracking software in order to track issues. Confirmed defects are routed by customer service personnel to a Project Coordinator who will create a trouble ticket, logging all the particulars of the defect and when possible, include the steps necessary to reproduce the issue.

The ticket is then assigned by the Project Coordinator to the responsible Lead Software Engineer who will evaluate the issue and determine the appropriate technical resolution.

Once the issue has been resolved to the Project Coordinator's satisfaction, a production deployment is done.

The Classification of Errors and Response Times are documented in Realauction's "Information and Systems Security Development Organization and Process" document included in this RFP (see Exhibit "A").

Bidders – All bidder customer service calls and emails are logged and stored in our proprietary tracking system along with the date, time, issue reported, customer service representative assigned and resolution.

The Customer Service database may be inspected at the Tax collector's request.

13. The tax collector shall have the discretion to select either direct or proxy bidding for the online sale. In a direct bid auction, participants enter a bid for an item at either a specific rate of interest (0% up to 18% in increments of 1%), or a specific dollar amount the bidder is willing to pay as a premium (in increments of \$100), with the successful bidder awarded the lien at the bid entered. Participants in proxy bid auction enter their lowest acceptable interest rate or highest acceptable premium for an item. The auction system monitors all other bids and enters competitive bids on the bidder's behalf at an interest rate increment lower than what would become the next lowest bid. If the interest rate is bid down to zero, and the bidder has entered a maximum premium amount, the system will enter competitive on the bidder's behalf at the next increment higher. The system stops entering bids on the bidder's behalf when the bidder either wins the auction or reaches the minimum interest rate bid or maximum premium bid.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

The bidding method used (Direct or Proxy) is at the discretion of the Tax Collector.

14. All liens shall be auctions individually, such that a bid will be place on each lien with a winning bidder determined for each lien; bulk sale of liens is prohibited.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

As results are processed at the closing of each batch, each certificate is electronically evaluated in sequential order.

Step 1 - The system software examines all bids for a particular certificate and separates all bids at the lowest interest rate (or highest premium).

Step 2 – Next, the system notates and disqualifies all submissions where the bidder does not have the required 10% of the certificate face amount on deposit with the municipality at the time of the batch closing.

Step 3 – A winner is then selected among the remaining eligible bids using the certified random algorithm generator.

The amount available on deposit for the winning bidder is then reduced by 10% of the certificate face amount. The process is repeated for all certificates in the batch in the order in which the certificates were advertised.

15. Bid amounts shall not be visible to the public or to the municipality while the auction is in progress.

Offeror Response: The current software version from Realauction meets or exceeds this requirement.

16. No officer, employee, or independent contractor of the vendor may participate in the auction. All bid information and participant financial data is deemed property of the municipality.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

17. The online tax sale platform shall enable the tax collector to accept and process ACH and wire payments as well as certified checks or cash. If the tax collector accepts in-person certified checks or cash payments, the tax collector must immediately input data into the online tax sale system to reflect any such payment. Successful bidders must make full payment for liens within 24 hours after bidding closes. ACH transfers must be initiated within 24 hours after bidding closes and settled within 72 hours of the close of sale, unless a longer period of time has been agreed upon in writing between the municipality and the vendor.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

The methods used for accepting payments are at the option of the Tax Collector. They may elect to use any of the following methods for accepting bidder deposits:

- a) ACH transfers*
- b) Bank Wire Transfers*
- c) Counter Checks or Cash*

a) At any time during the auction, funds transfer information is available for comparison between Realauction data, the ACH agent data, and the municipality depository or auction provider's funds trustee. Up to the minute reports (or data extracts) are available to the municipality in the Administration section of the auction website. Comparison of data among the three sources enables the reconciliation process to remain current on a day-to-day basis.

The Funds Summary Report located in the Administration Section of the auction site provides the Tax Collector with real time information regarding the current status of all transfers. A daily report/extract is also available from the ACH agent indicating the status of all ACH transactions. Settled funds among the three sources should show identical balances.

Once the last batch closes, bidders will have a time limit (determined by Tax Collector) for submitting final payments for certificates won. A final reconciliation is possible within minutes after the last batch of submissions is cleared by the ACH agent.

18. The vendor shall notify all registered bidders of any properties that become available again for bidding due to non-payment by a successful bidder. If the parcel is resold, interest shall be recalculated to the new sale date.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

Minimum Experience for Vendors

To be a qualified vendor the following requirement must be met:

1. Be presently conducting online tax sale in at least two states.

Offeror Response: Realauction meets or exceeds this requirement.

Realauction currently provides online auction services for approximately 200 municipalities in nine (9) states across the country including Florida, Colorado, Illinois, Arizona, Maryland, Nebraska, Texas, Ohio and New Jersey.

We currently conduct on-line certificate auctions for the largest municipalities in the country including Orlando, Denver, Jacksonville and Chicago. As of December 2022, Realauction has successfully conducted certificate auctions for more than 230 townships in New Jersey.

2. Have conducted online tax sales in the past two years that have included bidders from more than one state; or be affirmatively marketing in more than one state a system for performing online tax sales.

Offeror Response: Realauction meets or exceeds this requirement.

Realauction has conducted tax certificate auctions in 9 different states with bidders from multiple states and countries.

Vendor Cybersecurity and Internal Controls

Each vendor must demonstrate the following cybersecurity framework;

1. System Hosting
2. Encryption
3. Password policy and staff security education
4. Risk Assessment and security updates
5. Background checks for staff with access to financial and personal identifying information (e.g. prohibiting the use of Social Security numbers as identifiers)
6. Information backup, information disposal, and disaster recovery plans
7. Having a cybersecurity incident response plan and response team (CSIRT) with notification to the municipality of any incident experienced by the vendor.

Offeror Response: Realauction agrees to this requirement with no conditions or exceptions.

Please see Exhibit "A" – "Realauction Information Systems and Security".

**RESOLUTION NO. 8-24-212
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPOINT TAX COLLECTOR

WHEREAS, the Borough Tax Collector is appointed pursuant to NJSA 40A:9-141, which permits a municipality to provide for the appointment of a municipal tax collector; and

WHEREAS, N.J.S.A. 40A:9-145.7 requires that any person appointed or reappointed as a municipal tax collector must hold a tax collector certificate issued pursuant to NJSA 40A:9-141, Section 2 of P.L. 1979, c. 384 (C. 40A:9-145.2) and Section 6 of P.L. 1993, c. 25 (C 40A:9-145.3a); and

WHEREAS, the Borough’s Tax Collector term of office is designated pursuant to NJSA 40A:9-142, which states that “every municipal tax collector shall hold their office for a term of four years from the first day of January next following their appointment. Vacancies other than due to expiration of term shall be filled by appointments for the unexpired term; and

WHEREAS, the Borough has identified Lori Majeski, Certified Tax Collector No. T-1238, as an excellent candidate for appointment to the open position; and

WHEREAS, the Borough Administrator recommends the appointment of Lori Majeski as Tax Collector for the Borough of Highland Park; and

WHEREAS, the appointment of Lori Majeski as Borough Tax Collector shall be effective August 16, 2024 for an unexpired term ending December 31, 2027, pursuant to and accordance with the appointment time frame set forth in NJSA 40A:9-142.

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

1. Lori Majeski (License No. T-1238) is hereby appointed to the position of Tax Collector, effective August 16, 2024 for an unexpired term ending December 31, 2027, pursuant to and in accordance with the appointment time from set forth in NJSA 40A:9-142.
2. In accordance with NJSA 40A:9-145.3b., the appointed Tax Collector shall renew their certification every two (2) years and shall complete the required course hours during that time to qualify for renewal of said certification.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-213
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO SEEK REQUESTS FOR PROPOSALS FOR PLANNING, LANDSCAPE ARCHITECTURAL, AND ENGINEERING SERVICES RELATED TO THE CREATION OF A PEDESTRIAN PLAZA ON SOUTH 3RD AVENUE

WHEREAS, the Mayor and Borough Council believe it to be in the best interest of the Borough to establish a public plaza on a portion of So. 3rd Avenue at Raritan Ave; and

WHEREAS, the Borough has applied for and been granted a permit from the New Jersey Department of Transportation to make the necessary street intersection improvements in order to create said public plaza; and

WHEREAS, the Borough has been awarded a Fiscal Year 2025 Grant Appropriation from the State of New Jersey for \$1,000,000 in order to design and build a public plaza on So. 3rd Avenue; and

WHEREAS, the Borough of Highland Park has a need for planning, landscape architectural, and engineering services to facilitate the design of this public space so that it meets the needs of a variety of stakeholders, including but not limited to local residents, business owners, and Main Street Highland Park; and

WHEREAS, such services are professional services as defined in the Local Public Contracts Law, N.J.S.A.:11-1 et seq. and the Borough intends to award a contract to the successful firm through the provisions governing licensed professional services, N.J.S.A.:11-5(1)(a)(i).

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that:

1. The Borough Administrator is hereby authorized to issue a Request for Proposals (RFP) for planning, landscape architectural, and engineering services related to the creation of a public plaza on So. 3rd Avenue. The proposals will be received and evaluated in accordance with the instructions and methodology provided in the forthcoming RFP documentation.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-214
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING SUBMISSION OF AN ARTS GRANT APPLICATION
WITH ARTS INSTITUTE OF MIDDLESEX COUNTY - 2025 PROGRAM GRANTS**

WHEREAS, the Borough of Highland Park Community Services would like to apply for a \$5,000.00 to support the Borough’s 2025 Parkstock Outdoor Summer Concert Series; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey,

1. Highland Park Community Services are hereby authorized and directed to execute and submit, the grant application to County Project Support Grant Application-Arts Institute of Middlesex County.
2. Copies of this Resolution shall be forwarded to Community Services Director, Administration, and the Chief Financial Officer.

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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-215
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:

- Thomas Grande, Part-Time Fire Fighter, \$22.67 Hourly, Effective 07/22/2024
- Sergio Irizarry, Part-Time Fire Fighter, \$22.67 Hourly, Effective 07/22/2024
- Roy Williams, Part-Time Fire Fighter, \$22.67 Hourly, Effective 07/22/2024
- Ama Boateng, Sports Camp Counselor, \$15.14 Hourly, Effective 07/08/2024
- Lori Majeski, Tax Collector, \$40,000, Effective 08/16/2024
- Christian Sumano, Housing Inspector, \$61,207, Effective 06/01/2024
- Maureen Pampinto, Planning and Zoning Board Recording Secretary, \$6,000, Effective 06/01/2024
- Jennifer Santiago, Planning and Zoning Board Coordinator, \$12,000, Effective 06/01/2024

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 August 13, 2024

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-216
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 8/13/2024 can be found in the Bills List Journal Book No. 44.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough on August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-24-217
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, Section 8 of the Open Public Meetings Act permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Borough Council is of the opinion that such circumstances exist.

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

1. The public shall be excluded from the closed session at close of tonight’s open session.

2. The general nature of the subject matter to be discussed is as follows:

Executive Session: Litigation – JSM at Highland Park v. Highland Park

3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.

4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of 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 August 13, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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