

BOROUGH OF HIGHLAND PARK
REGULAR MAYOR & COUNCIL MEETING
JULY 2, 2019 - 7:00 PM

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. 919, 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. Council Reports.
5. Borough Administrator's Report.
6. Borough Attorney's Report.
7. Mayor's Report.
8. Public Discussion. (15 minutes)
9. Clerk reports advertising and notification of Main Street Highland Park 2019 Budget for consideration of passage on final reading by title.
 - a. **MOTION** to take up MSHP Budget on final reading by title.
 - b. Public Hearing.
 - c. 7-19-204. Resolution to adopt Main Street Highland Park 2019 Budget on final reading by title.

MOTION adopt/reject.

ROLL CALL VOTE

10. Clerk reports advertising Overlay Zoning Ordinance, for consideration of passage on final reading by title.
- a. **MOTION** to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 7-19-205 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

11. Clerk reports advertising Overlay Zoning Ordinance introduced April 2, 2019, for consideration of passage on final reading by title.
- a. **MOTION** to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 7-19-206 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

12. Clerk reports advertising Overlay Zoning Ordinance introduced April 16, 2019, for consideration of passage on final reading by title.
- a. **MOTION** to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 7-19-207 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

13. Clerk reports advertising Handicapped Parking Ordinance Amendment, for consideration of passage on final reading by title.
- a. **MOTION** to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 7-19-208 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

14. Clerk reports introduction of the Lease Ordinance for the Capital Equipment and Improvement and Financing Program of the MCIA, for consideration of passage on first reading by title.
- a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 7-19-209)

ROLL CALL VOTE

CONSENT AGENDA - **MOTION** to adopt the following starred (*) items:

ROLL CALL VOTE

- 15. *7-19-210 Resolution to Approve Purchase of Police Officer Scheduling System.
- 16. *7-19-211 Resolution to Approve Purchase of Ammunition for Police Department.
- 17. *7-19-212 Resolution Authorizing Execution of Memorandum of Understanding with Middlesex County Prosecutor's Office for Specialized Investigative Law Enforcement Equipment.

18. *7-19-213 Resolution to Authorize Refund of Tax Overpayment – Block 37, Lot 7.
19. *7-19-214 Resolution to Authorize Refund of Tax Overpayment – Tax Appeal – Block 99, Lot 2.
20. *7-19-215 Resolution to Release Escrow Fees – Pulte Homes of NJ, L.P.
21. *7-19-216 Resolution Authorizing Execution of Cross River Fiber, LLC Rights-of-Way Use Agreement.
22. *7-19-217 Resolution Authorizing Amendment to Annual Salary Resolution.
23. *7-19-218 Resolution to Appoint Housing Authority Member.
24. *7-19-219 Resolution Authorizing Special Emergency Appropriation for 2020 Master Plan Reexamination Report.
25. *7-19-220 Resolution Authorizing Reimbursement to Main Street Highland Park for Streetscape Improvements.
26. *7-19-221 Resolution Regarding Highland Park Volunteer Fire Fighter Marc Robinson.
27. *7-19-222 Resolution Regarding Highland Park Volunteer Fire Fighter Peggy Brookes.
28. *7-19-223 Resolution Creating the Position of Qualified Purchasing Agent
29. *7-19-224 Resolution Authorizing Professional Services Agreement with CME Associates for road improvements to So. Adelaide, Cherry St. and So. Park Ave
30. *7-19-225 Resolution to Approve Bills List.
MOTION adopt/reject **ROLL CALL VOTE**
31. 7-19-226 Resolution to approve a Dedication by Rider Request – Outside Employment for Off-Duty Municipal Officers.
MOTION TO ADOPT **ROLL CALL VOTE**
32. 7-19-227 Chapter 159–Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund
MOTION adopt/reject. **ROLL CALL VOTE**
33. Mayor appoints the following:

Commission on Immigrant & Refugee Affairs Harry Pangemanam
MOTION TO CONFIRM **ROLL CALL VOTE**

BOROUGH OF HIGHLAND PARK
NO. 7-19-204

RESOLUTION TO ADOPT MSHP 2019 BUDGET

RESOLUTION: Economic Development & Planning Committee

WHEREAS, pursuant to Resolution No. 6-19-184 adopted by the Borough Council of the Borough of Highland Park on June 11, 2019, that approved the Main Street Highland Park Budget for the year 2019; and

WHEREAS, said Budget was advertised in the Home News Tribune issue of June 14, 2019 together with a notice of the public hearing on the Budget scheduled for July 2, 2019 at 7:00 PM in Borough Hall, 221 South 5th Avenue, Highland Park, NJ; and

WHEREAS, said Budget and Notice of Hearing had been posted in the Borough Hall where public notices are customarily posted and was made available to each person requesting the same prior to and during the public hearing; and

WHEREAS, notice had been served on all property owners within the Special Improvement District as certified by the Tax Assessor and as shown by the affidavit of the Borough Clerk attached hereto and a public hearing on the Budget was held on July 2, 2019;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 2018 Main Street Highland Park Budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of

<u>Income</u>		
Government Grants		31,500.00
Special Assessment (BID)		166,420.00
Sponsorships		58,000.00
Reserves		<u>39,647.00</u>
Total Income		\$295,567.00
<u>Expense</u>		
Administration and General		\$ 177,767.00
Program Expense		<u>117,800.00</u>
Total Expense		\$295,567.00
<u>Budget Surplus/Carryover</u>		\$0.00

BE IT FURTHER RESOLVED that certified copies of this resolution shall be forwarded to Main Street Highland Park, the Tax Assessor, the Tax Collector and the Finance Director forthwith.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
No. 7-19-205

RESOLUTION: Economic Development and Planning Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance, AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX COUNTY CREATING A MULTI-FAMILY RESIDENTIAL OVERLAY ZONE, passed on final reading at this meeting be delivered to the Mayor for her approval, and if approved by her, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Joan Hullings, 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hersh				
Kim-Chohan				
Welkovits				

**Borough of Highland Park
Ordinance No. 19-1985**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX
COUNTY CREATING A MULTI-FAMILY RESIDENTIAL-OVERLAY ZONE.**

BE IT ORDAINED, by the Highland Park Borough Council, Middlesex County as follows:

The "Code of the Borough of Highland Park, 2010" is amended by adding thereto a new section of Chapter 230 Land Use creating a new multi-family residential-overlay zone, as new §230-134.1 and shall read as follows:

Section 1. Chapter 230 is hereby amended by adding the following:

Section 230-134.1. MFAH Multi-Family Residential-Overlay Zone.

- A. Purpose of MFAH Multi-Family Residential Overlay Zone. This residential overlay district is established in order to potentially address the Borough's future Fair Share Obligation, and for the following general purposes and is located in Block 47 Lots 27-75:
- B. Permitted principal uses.
- (1) Multi-family dwelling units.
- C. Permitted accessory uses.
- (1) Surface parking areas.
 - (2) Fences, walls and hedges.
 - (3) Storm-water structures and facilities.
 - (4) Refuse and recycling area.
 - (5) Temporary sales and construction trailers.
 - (6) Temporary marketing signs as per §230-115 of this chapter.
- D. Prohibited uses.
- (1) All nonresidential uses, such as but not limited to professional offices, institutional, commercial, industrial and educational uses, including signs.
 - (2) All residential uses not specifically permitted in this zone.
- E. Number of buildings and dwelling units. There shall be one (1) multi-family building with an interior courtyard, sitting directly over a podium parking structure. There shall be no greater than 75 dwelling units on the tract. Two-story units within the building shall be permitted.
- F. Bulk regulations.
- | | |
|---|----------|
| (1) Minimum Lot Area | 4 acres |
| (2) Minimum Lot Width | 200 feet |
| (3) Minimum Lot Depth | 500 feet |
| (4) Minimum Setback (from the southern tract boundary) | 200 feet |
| (5) Minimum Setback (from the northern tract boundary): | |
| (a) 75 feet to the northwest corner of the building | |
| (b) 125 feet to the northeast corner of the building | |
| (6) Minimum Setback (from the eastern tract boundary) | 40 feet |
| (7) Minimum Setback (from the western tract boundary) | 40 feet |

- | | | |
|------|--|-----------------|
| (8) | Maximum Lot Coverage | 30% |
| (a) | The interior courtyard shall be exempt from the calculation of lot coverage. | |
| (9) | Maximum Impervious Coverage | 50% |
| (10) | Minimum GFA/DU | 650 square feet |

G. Affordable Housing. A specific affordable housing set-aside of 15% (for rental units) or 20% (for for-sale units) of all residential units created within this zone shall be made available for very low-, low- and moderate-income families in a methodology consistent with the rules of the New Jersey Council on Affordable Housing (COAH) or any duly authorized successor entity of the State of New Jersey.

- (1) Affordable units shall be interspersed uniformly throughout the development.
- (2) Very low, low and moderate-income housing shall be constructed and rented in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. and the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq. The split between very low, low and moderate-income housing shall provide the following:
 - (a) At least 13% of the affordable units shall be affordable to very low income (VLI) households at 30% of the median income;
 - (b) At least 50% of the affordable units shall be made affordable to low income units (the 50% requirement is inclusive of the 13% VLI requirement); and
 - (c) The balance of units permitted at moderate income up shall not exceed maximum of 50% of all affordable units.
- (3) Bedroom Distribution. A minimum of 20% of the affordable units shall be three-bedroom units and the combined number of efficiency and one-bedroom units shall be no greater than 20% of the affordable units. The remaining bedroom distribution shall also be in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq., the Fair Housing Act (FHA) and all other applicable law.
- (4) The range of affordability, pricing and rent of units, affirmative marketing, 30-year minimum affordability controls and construction phasing with the market rate units developed on the tract shall also be in accordance with the Council on Affordable Housing rules at N.J.A.C. 5:93-1 et seq. the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq., the Fair Housing Act (FHA) and all other applicable law.
- (5) Affordable housing units shall be affordable family units and shall not be age-restricted or supportive housing units.
- (6) The Borough designated Affordable Housing Administrator shall be responsible to affirmatively market, administer and certify the occupant of each affordable unit, with all administrative costs to be paid by the Developer.

H. Height.

- (1) There shall be a maximum of four (4) stories over the podium parking structure.
- (2) The fourth story shall be confined to the area contained under a sloping roof on the north, east and west sides of the building, such that it would appear to be a 3 ½ story building, which may contain dormers. A full fourth story

shall be permitted on the areas facing the interior courtyard and a portion of the south side of the building facing the open space area such that the required sloping roof on the east and west sides of the building wraps the corners to the south side of the building.

- (3) The highest point of the building shall be no greater than an assumed elevation of 110 feet.
- (4) The finish floor elevation of the podium parking structure shall be no greater than an assumed elevation of 50 feet.
- (5) Assumed elevations shall be relative to the benchmark established in a concept plan entitled "Gabrielle Estates, LLC", prepared by EP Design Services, LLC dated November 29, 2018.

I. Podium parking structure. The podium parking structure shall be designed to be a less obvious feature as viewed from adjacent properties and South Sixth Avenue public right-of-way, as follows:

- (1) The podium parking structure shall not be exposed on the north and west sides of the building, except for the garage entry at the northeast corner of the building as required in subsection K.
- (2) The podium parking structure may be exposed on the east and south sides of the building in order to take advantage of natural ventilation.
- (3) Any portion of the podium parking structure that is exposed shall be designed to utilize materials to match the remainder of the building above and shall be provided with landscaping as required in subsection N.

J. Utilities and aging infrastructure. To accommodate the proposed development and to ensure that the building is lower in elevation to the extent practical, the developer shall be required to remove the existing utilities that are presently located through the center of the tract and replace them with new utilities located along the west side of the building.

K. Access and Parking.

- (1) A texture-paved motorcourt shall be provided at the terminus of the existing South Sixth Avenue right-of-way at the northern tract boundary.
- (2) The texture-paved motorcourt shall connect to a speed ramp that provides access to the garage entry to the podium parking structure at the northeast corner of the building.
- (3) Parking shall be required in accordance with Residential Site Improvement Standards. All parking shall be located in the podium parking structure under the building. Up to five (5) parking spaces may be provided within the texture-paved motorcourt.
- (4) Indoor bicycle storage closets, rooms and/or bicycle racks shall be provided to accommodate a minimum of one (1) bicycle for each dwelling unit.

L. Fire protection and emergency access.

- (1) The building shall be in compliance with NFPA 13.
- (2) The developer shall provide and maintain emergency access to the building to ensure proper fire protection throughout all phases of construction.
- (3) The multi-use trail as required in subsection M. shall be of such design that it accommodates emergency access, including stabilization of and turnaround movements for fire apparatus. This may include the use of

pavers or other driving surface capable of supporting the imposed load of fire apparatus on either side of the paved multi-use trail.

M. Open space.

- (1) A minimum of 35% of the tract shall be devoted to open space. To qualify as open space, the minimum horizontal dimension shall be 40 feet. Permitted projections in accordance with subsection S. shall be permitted to encroach into the open space.
- (2) A multi-use trail at least six (6) feet and no greater than 12 feet in width and designed to provide public access and accommodate emergency access from South Sixth Avenue, around the west side of the building and to the southern tract boundary shall be required. The multi-use trail shall be considered as part of the open space requirement and may be excluded from the calculation of impervious coverage at the sole discretion of the approving authority.
- (3) The developer may dedicate, and the Borough of Highland Park and/or County of Middlesex may accept, the open space for public use.
- (4) If the open space is not dedicated to the Borough of Highland Park and/or County of Middlesex, the developer shall grant a public access easement to permit the public to access and utilize the required multi-use trail such that the public is able to traverse the tract from the South Sixth Avenue public right-of-way to the southern tract boundary. Additionally, the developer shall create a homeowners' association for the ownership and maintenance of the open space for the benefit of the owners and residents of the development. Such association shall not be dissolved and shall not dispose of any open space, by sale or otherwise, except to an organization conceived and established to own and maintain the open space for the benefit of such development, and thereafter such organization shall not be dissolved or dispose of any of its open space without first offering to dedicate the same to the Borough of Highland Park and/or County of Middlesex.

N. Landscaping. The landscaping plan shall be designed with a goal of returning those portions of the tract not improved with the building, retaining walls and the texture-paved motorcourt to a wooded, park-like landscape. In general, proposed trees shall be planted in natural patterns and groupings on the southern portion of the site, on sloping terrain along site boundaries, and adjacent to the multi-use trail. Landscaping may be more regular in pattern in along retaining walls. Foundation plantings at the base of the building shall utilize varied patterns designed in a coordinated manner with the footprint stepping, projections and massing of the adjacent portion of the building. Long, continuous plantings of a single species in linear repetition shall be avoided through the design of patterns utilizing multiple species. All landscaping shall be native species and shall be approved by the Shade Tree Advisory Committee (STAC). Landscaping shall be regulated as follows:

- (1) The base of the building shall be provided with intensive and extensive foundation plantings consisting of evergreen and deciduous shrubs. Such plantings shall be a minimum of 30 inches tall at time of planting and spaced an average of three (3) feet on center. A planting bed containing extensive flower and ground cover shall extend a minimum of two (2) feet in front of the foundation plantings along the entire facade. A variety of plant species are encouraged to avoid monocultures, to encourage long-lived species

and to promote wildlife habitat. Of the required plantings, no greater than 33% shall be of one species.

- (2) The visibly-exposed portions of the podium parking structure shall be provided with additional foundation plantings, including evergreen trees a minimum of six (6) feet tall at time of planting and spaced an average of three (3) feet on center.
 - (3) Shade trees shall be provided along the perimeter of the texture-paved motorcourt. Such trees shall be a minimum size of 3 ½ inches in caliper at time of planting and be spaced at least 25 feet and no greater than 35 feet on center.
 - (4) Buffer landscaping. Development within this zone shall comply with §230-95 of this chapter. An existing and/or planted buffer shall be provided along the exterior tract line. The buffer shall be a minimum width of 20 feet. Planting material shall consist of a continuous screen of evergreen trees a minimum of six (6) feet tall at time of planting and spaced three (3) feet on center. Buffer landscaping may contain replacement trees.
 - (5) Wherever possible, natural features shall be preserved.
- O. Tree replacement. Trees removed as a result of environmental testing and any further development within this zone shall comply with the Highland Park Tree Removal and Protection Ordinance (Chapter 388 of the Code). As many replacement trees shall be located within the required open space area at the southern portion of the tract to the extent practical, with the remainder to supplement the required landscaping and buffer as permitted in subsection N. All replacement trees shall be native species. Additionally, the Planning Board, in consultation with the Shade Tree Advisory Committee (STAC), may require up to 25% of the replacement trees to be provided on the tract within the required open space at the southern portion of the tract be at least eight (8) inches in caliper. These replacement trees shall be located within the area disturbed for environmental testing and near or within the steep slopes for stabilization of the tract and adjacent properties. Those replacement trees that are at least eight (8) inches in caliper shall count as four (4) replacement trees and any replacement trees that are at least 10 inches in caliper shall count as six (6) replacement trees. In no case, however, shall the value of the replacement trees exceed that required under Chapter 388 of the Code.
- P. Fences, walls, hedges. Development within this zone shall comply with §230-100 of this chapter and shall be designed with a goal of avoiding the appearance of a gated community, but this shall not prohibit providing secure access at the garage entry to the podium parking structure at the northeast corner of the building. No fence or gate shall be permitted along the northern tract boundary or located between the building and the northern tract boundary. Fences may be located at the sides and rear of the building and provided they are set back at least 10 feet from any tract boundary. Fences may be located within the open space area at the southern portion of the tract only if required by code or outside agency having jurisdiction and shall be the minimum permitted height as permitted by such code or outside agency having jurisdiction. Additionally, no non-structural walls shall be permitted except for decorative purposes, which shall be limited to two (2) feet in height and located at the sole discretion of the approving authority.
- Q. Retaining walls. To accommodate the proposed development, retaining walls shall be exempt from the setback and height limitations imposed by §230-100 of this

chapter, provided that retaining walls shall be no closer than 10 feet to any tract boundary. To assure stabilization of the tract and adjacent properties, the final number, location, length and height of retaining walls shall be subject to site plan review. Additionally, the base and the top of retaining walls shall be provided with landscaping as required in subsection N.

- R. Steep slopes. To accommodate the proposed development, the steep slope provisions of §230-122 shall only apply to the required open space area. To assure stabilization of the tract and adjacent properties, any disturbance as a result of any retaining walls as required in subsection Q. and the multi-use trail as required in subsection M. within the required open space area shall be exempt from the steep slopes provisions.
- S. Building massing and design.
- (1) Architectural style.
 - (a) The building shall be designed to reflect the Tudor or Arts and Crafts design character found in the community or another style that is compatible with the required massing and deemed to be appropriate at the approval of the Planning Board.
 - (b) The massing, fenestration, materials, colors and details of the building shall reflect the defining characteristics and identifying features of the architectural style selected for such building.
 - (2) Exterior massing and wall lengths.
 - (a) The north side of the building shall conform to the following:
 - [1] "Main Entry Body" massing. The portion of the wall fronting on the multi-use trail and texture-paved motor-court containing the building entrance shall be composed of at least three (3) projecting gable or bay elements with a hierarchy of size and scale where the building entrance is the most prominent and the others vary in scale and articulation. Any gable element shall project a minimum of four (4) feet and any bay element shall project a minimum of two (2) feet from the exterior building wall. This wing shall allow the portion of the building fronting on the texture-paved motor-court to be more prominent and the primary focus of the building as viewed from the access point on South Sixth Avenue.
 - [2] "Secondary Wing" massing. The portion of the wall containing the garage entry to the podium parking structure shall be designed with a goal of making this portion of the building a less visually prominent secondary wing on the eastern side of the building. This wing shall be recessed by providing an offset that steps inward by a minimum distance of four (4) feet. This wing shall incorporate one (1) bay element situated on the second and third floors (and may include the fourth floor) and shall be centered over the garage entry. The bay element shall project two (2) feet from the wing. The width of the bay element shall extend a minimum distance of 12 feet and a maximum distance of 24 feet.
 - (b) On all other sides of the building, the outer corner wall lengths as measured from the outside corner of the building shall extend a minimum distance of 50 feet and a maximum distance of 75 feet, after which such wall shall be recessed by providing an offset that

steps inward by a minimum distance of four (4) feet. There shall be a minimum distance of 25 feet and a maximum distance of 100 feet between required minimum offsets.

- (c) For the purposes of this subsection, the outer corner walls shall be considered Façade Type A while offset recessed walls shall be considered Façade Type B.
 - (d) Within the wall area of each Façade Type A, at least two (2) bay elements shall be provided. Within the wall area of each Façade Type B, at least one (1) bay element shall be provided for every 50 feet or part thereof.
 - (e) Each bay element shall be regulated as follows:
 - [1] Each bay element shall project two (2) feet from an exterior building wall, which may extend a maximum of two (2) feet into any setback requirement.
 - [2] The width of each bay element shall extend a minimum distance of 10 feet and a maximum distance of 30 feet.
 - [3] No bay element shall be closer than four (4) feet to another bay element or other façade type.
 - [4] The height of each bay element shall be a minimum of two (2) stories.
 - [5] Those bay elements that engage the fourth story shall interrupt the roofline of the main roof so that the façade of the bay element is continuous.
 - (f) There shall be no restriction on exterior wall lengths in the interior courtyard of the building.
- (3) Roof massing.
- (a) The roof associated with Façade Type A may be up to two (2) feet higher than the roof associated with Façade Type B. The taller roof requirement shall not be required for the roof associated with the secondary wing containing the garage entry to the podium parking structure at the northeast corner of the building.
- (4) Cross gables, projecting bay elements and dormers.
- (a) Cross gables, projecting bay elements and dormers shall generally take the form of either a jerkinhead (a front-facing gable peak which is partially clipped with a hip roof) design in order to reduce the height and scale of such taller projecting elements.
 - (b) There shall be a diversity of dormer types composed in a pattern appropriate to the style of the building, including jerkinhead and shed dormers.
- (5) Permitted projections.
- (a) Cornices, eaves and roof overhangs shall project a minimum distance of two (2) feet and a maximum distance of four (4) feet from an exterior building wall and bay element, which may extend a maximum distance of four (4) feet into any setback requirement.
 - (b) Gutters and downspouts may project a maximum distance of one (1) foot from an exterior building wall and bay element, which may extend into any setback requirement.
 - (c) Balconies shall be permitted on the north and south sides of the building and may project a maximum distance of 18 inches from an exterior building wall and bay element, which may extend into any setback requirement.

- (d) Balconettes shall be permitted on the east and west sides of the building and may project a maximum distance of six (6) inches from an exterior building wall and bay element, which may extend into any setback requirement.
 - (e) There shall be no restriction on balconies and balconettes located in the interior courtyard of the building.
 - (f) Stoops, entrance platforms and steps may project into any setback requirement subject to the approval of the Planning Board.
- (6) Mechanical equipment.
- (a) All mechanical equipment shall be located on the roof. No mechanical equipment shall be permitted on the ground.
 - (b) The parapet wall associated with the roof shall be of such design and height to visually screen any rooftop mechanical equipment from adjacent properties and South Sixth Avenue public right-of-way.
- (7) Materials.
- (a) Permitted building materials for exterior wall surfaces facing adjacent properties shall include brick and fiber cement siding.
 - (b) Trim materials may consist of precast stone, wood, fiber cement panels and PVC.
 - (c) Vinyl, cultured stone, stucco and EIFS shall not be permitted on exterior wall surfaces facing adjacent properties.
 - (d) There shall be no restriction on materials for wall surfaces in the interior courtyard of the building.

T. Accessory structure for refuse and recycling area.

- (1) One (1) accessory structure may be permitted as an enclosure for trash and recyclables with access from the texture-paved motorcourt in a location determined by the Planning Board to provide sufficient setback, screening and buffering from neighboring properties.
- (2) Such accessory structure shall be a brick structure designed to complement the architecture of the principal building.
- (3) The design of the accessory structure shall incorporate a sloped roof that is hipped along the sides facing the neighboring property lines and windows, with blacked-out or frosted glass that are complementary to the primary structure, located on the three sides of the structure that do not have the access door for the trash removal.
- (4) Access doors or gates shall completely shield from view trash and recycling bins and/ or receptacles.

U. Permitted signs.

- (1) One non-internally illuminated, residential development sign situated within the tract and not exceeding twenty-four (24) square foot on any surface. Such sign shall be permitted to have exterior illumination, provided that such sign illumination shall be directed downward (or shielded to minimize upward light pollution), projected primarily on the sign and shall be subject to site plan review.
- (2) One non-flashing, nonilluminated temporary sign pertaining to the lease or sale of the same lot or building upon which it is placed, situated within the property lines and the premises to which it relates and not exceeding six square feet in area on any one side. The sign must be removed from the premises within two days after the property has been leased or sold.

- (3) One non-flashing, nonilluminated temporary sign pertaining to a particular event, purpose or occasion, including electoral. Said sign must be removed within one day after the occurrence of the event and within 60 days of the posting of the sign, whichever comes first.
- (4) Any permitted freestanding sign shall be located no closer than 10 feet and no greater than 60 feet from the existing South Sixth Street public right-of-way as it intersects with the northern tract boundary.

Section 2. If there are any conflicts between this zoning section of the Code and the standards for the MFAH Zone, the standards for the MFAH Zone shall apply. If there are conflicts between the Highland Park Land Development Ordinance and the New Jersey Residential Site Improvement Standards (RSIS), the RSIS shall apply.

Section 3. If any section, paragraph, subparagraph, clause or provision of Section 230-134.1 shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause or provision so adjudged and the remainder of the ordinance shall be deemed valid and effective.

Section 4. This ordinance shall take effect after final passage and publication and with the filing of a copy of the ordinance with the Middlesex County Planning Board, all of which as required by law.

INTRODUCED AND PASSED
ON FIRST READING: June 11, 2019

ADOPTED:

ATTEST:

APPROVED: _____, 2019

Joan Hullings
BOROUGH CLERK

Gayle Brill Mittler,
MAYOR

BOROUGH OF HIGHLAND PARK
No. 7-19-206

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, "AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX COUNTY CREATING A MULTI-FAMILY RESIDENTIAL-OVERLAY ZONE as introduced on April 2, 2019 and public hearing held on May 7, 2019., passed on final reading at this meeting be delivered to the Mayor for her approval, and if approved by her, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
No. 7-19-207

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, "AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX COUNTY CREATING A MULTI-FAMILY RESIDENTIAL-OVERLAY ZONE as introduced on April 16, 2019 and public hearing held on May 21, 2019., passed on final reading at this meeting be delivered to the Mayor for her approval, and if approved by her, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
No. 7-19-208

RESOLUTION: Economic Development and Planning Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance, AN ORDINANCE AMENDING ON-STREET PARKING REGULATIONS FOR RESIDENCES OCCUPIED BY HANDICAPPED PERSONS AND AMENDING THE "CODE OF THE BOROUGH OF HIGHLAND PARK, 2010", passed on final reading at this meeting be delivered to the Mayor for her approval, and if approved by her, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Joan Hullings, 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hersh				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
ORDINANCE NO. 19-1986

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

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

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

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

*Voting District 3 – add 29 South 2nd Avenue location.

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

Introduced on first reading
By title: June 11, 2019

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago, Deputy Clerk

Gayle Brill Mittler, Mayor

HANDICAPPED PARKING SPACES
Section 278-17.D

Voting District	Location
1. 1	4 Redcliffe Avenue
2. 2	South 2 nd Avenue between Harper Street and Hill Street
3. 3	Felton Street between Benner Street and Donaldson Street
4. 3	29 South 2 nd Avenue
5. 3	South 2 nd Avenue between Magnolia Street and Raritan Avenue
6. 4	Benner Street between South 3 rd Avenue and South 4 th Avenue
7. 4	Harper Place between South 3 rd Avenue and South 4 th Avenue
8. 4	Magnolia between South 3 rd Avenue and South 4 th Avenue
9. 5	Mansfield Street between South 4 th Avenue and Grove Avenue
10. 5	South 4 th Avenue between Raritan Avenue and Magnolia Street
11. 6	South 6 th Avenue between Mansfield Street and Benner Street
12. 6	South 8 th Avenue between Benner Street and Eden Avenue
13. 6	South 7 th Avenue between Benner Street and Eden Avenue
14. 12	South 11 th Avenue between Aurora Street and Eden Avenue

DRAFT

BOROUGH OF HIGHLAND PARK
NO. 7-19-209

RESOLUTION: Economic Development and Planning Committee

WHEREAS, an Ordinance entitled, AN 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 2019 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY, has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221, South Fifth Avenue, Highland Park, New Jersey, on Tuesday, August 6, 2019 at 7:00 PM, for the purpose of considering said Ordinance on final passage.

BE IT FURTHER RESOLVED that said Ordinance be published once at least one (1) week prior to the time fixed for further consideration of said Ordinance for final passage in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, together with a notice of the introduction thereof and of the time and place when and where said Ordinance will be further considered for final passage as aforesaid.

BE IT FURTHER RESOLVED that a copy of said Ordinance shall be posted on the bulletin board at Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, forthwith and that the Borough Clerk have available in her office for the members of the general public of Highland Park copies of said Ordinance for those members of the general public who may request the same.

ADOPTED: July 2, 2019
ATTEST:

Jennifer Santiago, Deputy Clerk

I, Joan Hullings, 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

AN 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 2019 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, State of New Jersey (the "County") including the County and the Authority (the "2019 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 2019 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, 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 2019 (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 Guarantee, including County Guarantee Costs, and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Lease and the County Guarantee ((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 Guarantee Costs and all other amounts required to be paid by the Municipality under the Lease.

(2) The Bonds 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 Equipment described in Exhibit B is 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 Municipality and 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 or 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 or the Lease.

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 Obligation authorized herein shall cease to exist.

Section 8. The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this 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 hereof in accordance with applicable law.

ADOPTED ON FIRST READING

DATED: July 2, 2019

JOAN HULLINGS,
Borough Clerk

ADOPTED ON SECOND READING

DATED: August 6, 2019

JOAN HULLINGS,
Borough Clerk

APPROVED BY THE MAYOR THIS _____ **DAY OF** _____ **, 2019.**

GAYLE BRILL MITTLER,
Mayor

DRAFT

Exhibit A

2019 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

LEASE AND AGREEMENT

BY AND BETWEEN

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

AND

BOROUGH OF HIGHLAND PARK

IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

DATED AS OF _____, 2019

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DRAFT

THIS LEASE AND AGREEMENT, dated as of September ____, 2019 by and between the Middlesex County Improvement Authority (hereinafter, the "Authority") and the _____ of _____, in the County of Middlesex, State of New Jersey (hereinafter, the "Municipality").

WITNESSETH:

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, to various governmental entities within the County, including the County and the Authority (the "2019 Program"); and

WHEREAS, the Equipment will be financed through the issuance of County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2019 (the "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 2019 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 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 annexed 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 annexed hereto, professional fees incurred for any arbitrage rebate calculation, arbitrage rebate expenses, County Guarantee Costs, and all direct and indirect costs and expenses incurred by the Authority and the County related to the enforcement of this Lease and the County Guarantee and the County Guarantee 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 2019 Bonds as shall be set forth in Exhibit A to the Lease.

"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 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 Chosen Freeholders 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 Guarantee 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 2019 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 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 Chosen Freeholders 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 Chosen Freeholders, which form of certificate is set forth as Exhibit F annexed 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 2019 Bonds allocated to the Municipality and payable by the Municipality on each Lease 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 \$_____ County-Guaranteed Capital Equipment And Improvement Revenue Bonds, Series 2019 and Refunding Bonds, if any.

Bond Counsel shall mean Wilentz, Goldman & Spitzer, P.A., Woodbridge, 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 _____ 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 2019 Bonds shall commence on the date of original issuance of the Series 2019 Bonds and end on _____.

"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 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 Guarantee, including, but not limited to, County Guarantee Costs.

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

"County Guarantee" shall mean the County's unconditional and irrevocable guarantee 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 2019 Bonds, duly adopted _____ and entitled, "AN ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY OF THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, ISSUED BY THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$ _____ AND AUTHORIZING A PUBLIC HEARING TO BE HELD _____ AT 7:00 P.M., AUTHORIZING PUBLICATION THEREOF, CONSENTING TO SUCH FINANCING AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH".

"County Guarantee Costs" shall mean all direct and indirect Costs and expenses of the County incurred with respect to its County Guarantee as defined in the County Guarantee 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 Guarantee, 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 2019 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 2019 Bonds, whichever is later. Such interest and Principal Installments for such Series 2019 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 2019 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", "Item(s) of Equipment" or "Vehicles" shall mean the equipment and or vehicles described in Exhibit A annexed hereto and incorporated by this reference herein purchased and acquired with the proceeds of the Series 2019 Bonds, including any vehicle substituted or added pursuant to Section 8.1(b) of this Lease, and described in Exhibit G annexed 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.

"Guarantee Agreement" or "County Guarantee Agreement" shall mean the County Guarantee Agreement dated as of _____, 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 2019 Bonds and setting forth the terms and conditions of the County Guarantee with respect to the Series 2019 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 2019 Bonds, each March 15 and September 15, commencing March 15, _____, 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 2019 Bonds, this Lease and Agreement dated as of _____, 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 2019 Bonds, each January 15 and July 15, commencing _____, 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 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.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and/or assigns, if any.

"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 2019 Bonds into which moneys, Proceeds, Series 2019 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 2019 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 with the proceeds of the Series 2019 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 2019 Bonds, so long as any Series 2019 Bonds are Outstanding, (i) the principal amount of Series 2019 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 2019 Bonds, if any, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of the Series 2019 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 2019 Bonds, each September 15, commencing _____, 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 2019 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 Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation 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 G hereto and incorporated by this reference herein.

"Trustee" shall mean, with respect to the Series 2019 Bonds, TD Bank, National Association, Cherry Hill, New Jersey and its successors or assigns or any other bank, trust company or national banking association appointed trustee pursuant to the Bond Resolution.

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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 2019 Bonds by the Authority and shall terminate on the first date upon which no Series 2019 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 2019 Bonds and end on the date specified in Exhibit A annexed 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 2019 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 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 Bonds; (ii) sixty (60%) percent of the Bond proceeds in its Municipal Account in the Acquisition and Improvement Fund within twelve (12) months after the date of original issuance of the Bonds; and (iii) one hundred (100%) percent of the Bond proceeds in its Municipal Account in the Acquisition and Improvement Fund within eighteen (18) months after the date of original issuance of the Bonds so as not to subject the Series 2019 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 2019 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 2019 Bonds and in accordance with the time periods and percentages specified in this Section 2.3(a) hereof and such proceeds of the Series**

2019 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" 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 2019 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 2019 Bonds and in accordance with the time periods and percentages specified in Section 2.3(a) hereof such that the Series 2019 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 2019 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 2019 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 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 Lease Term for all Equipment and the final maturity of the Series 2019 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 Division of Motor Vehicles, obtain municipal plates placed on the vehicles. The Authority and the Municipality shall cooperate in obtaining municipal license plates for the vehicles. In the event the State Division of Motor Vehicles 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 2019 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 2019 Bonds. The proceeds of the Series 2019 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 G, if applicable, annexed 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 H attached 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 H, 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 2019 Bonds, Bond proceeds shall be applied as follows: to the Trustee (i) an amount equal to the accrued interest on the Series 2019 Bonds, if any, for deposit in each Municipal Account in the Debt Service Fund; (ii) the amount representing costs of issuance on the Series 2019 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 2019 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 E attached 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, firm, corporation or agency 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 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 Guarantee 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, firm or corporation, 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.

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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 2019 Bonds and Additional Rent in connection therewith as follows: (a) The Municipality shall pay to the Trustee at the address shown on Exhibit I 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 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 G 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 2019 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 Guarantee 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 Guarantee 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 2019 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 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 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 2019 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 Guarantee 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 Guarantee.

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 Guarantee Costs, which amounts shall be sufficient to amortize Debt Service on the Series 2019 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 Guarantee 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 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 2019 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

2019 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 2019 Bonds and the Municipality shall be entitled to a credit for the principal amount of Series 2019 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 2019 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 2019 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 2019 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 Guarantee 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 2019 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 2019 Bonds, such moneys shall be paid to the Municipality, upon receipt by the Trustee of a written directive of the Authority with respect thereto.

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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 (1) of the following two (2) 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 Guarantee 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 2019 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 2019 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 2019 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 2019 Bonds paid to the Municipality for the Equipment or (ii) the Equipment financed (or refinanced) with the proceeds of the Series 2019 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 2019 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 Rentals for the Equipment.

(4) The County shall have no obligation under the County Guarantee 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.

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 of New Jersey, 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 2019 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 its designee and the Trustee on an annual basis as long as the County Guarantee is

in effect and any Debt Service payments on the Series 2019 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 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 5.13 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 its 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 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.

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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 Guarantee 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 Guarantee 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 Guarantee 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 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 Guarantee 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 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 its designee, in writing not later than 3:00 p.m. of 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 2019 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 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 Guarantee 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 Guarantee 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 Guarantee 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 Guarantee 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 2019 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 Guarantee 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.

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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 G, 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 G 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 2019 Bonds in accordance with the time periods and percentages specified in Section 2.3(a) hereof, the proceeds of the Series 2019 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 2019 Bonds (net of the amount of Series 2019 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 2019 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. 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.

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 2019 Bonds and prior to payment or provision for the payment of all Series 2019 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 Guarantee 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 2019 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 2019 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 2019 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 2019 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 G 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 2019 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 2019 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 2019 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 _____, _____, New Jersey _____, Attn: _____, (ii) the Authority at 101 Interchange Plaza, Cranbury, New Jersey 08512, Attn: Chairman, (iii) Bond Counsel to the Authority, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, P.O. Box 10, Woodbridge, New Jersey 07095-0958, Attention: Lisa Gorab, Esq., (iv) the Trustee at 1006 Astoria Boulevard, Cherry Hill, New Jersey 08034, Attn: Institutional Trust Department/Kelly M. Bekas, (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 Chosen Freeholders 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 2019 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.

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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**

Secretary/Treasurer

Chairman

(SEAL)

Witness as to the Municipality

OF _____

(SEAL)

**APPROVED AND ACCEPTED:
COUNTY OF MIDDLESEX**

**RONALD G. RIOS,
Director
Board of Chosen Freeholders**

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EXHIBIT A

**2019 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM
DESCRIPTION OF LEASED EQUIPMENT AND ANNUAL LEASE PAYMENTS**

SEE ATTACHED SCHEDULE A

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Municipality: _____
Requisition Ref. No. 2019-_____

EXHIBIT B

2019 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 _____, 2019 (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 G, 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:

Municipality: _____
Requisition Ref. No. 2019-_____
Partial Payment No.: _____

EXHIBIT C

2019 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

REQUISITION FOR ADVANCE/PARTIAL PAYMENTS

REQUISITION REF. NO. 2019-_____

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 _____ (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 G, as applicable, to the Lease, the description of which is: _____ and is the Item of Equipment to which this partial Requisition relates is _____

(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) 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

Municipality: _____
Requisition Ref. No. 2019-_____
Partial Payment No.: _____

Municipal Account in the Acquisition and Improvement Fund and such amount is the correct amount as specified in the manufacturer's contract.

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 G, as applicable, to the Lease, the Municipality shall also complete and deliver Exhibit H attached hereto.

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

PRO RATA ALLOCATION OF EACH MUNICIPALITY

**INTENTIONALLY OMITTED
SEE EXHIBIT A HERETO**

DRAFT

EXHIBIT E

2019 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM
REQUISITION REF. NO. 2019-_____

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 _____, 2019 (the "Lease") as follows:

1. This requisition is Requisition Ref. No. 2019-_____.

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. 2019-_____

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:

DRAFT

EXHIBIT F

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 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 following 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.

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 September 29, 2019 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 _____, 2019.

_____ OF _____

Name:

Title:

EXHIBIT G

2019 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") (insert name of 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 _____, 2019 (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 H

2019 CAPITAL EQUIPMENT AND IMPROVEMENT FINANCING PROGRAM

REQUISITION REF. NO. 2019-_____

(To Be Used In the Event the Cost of an Item
of Equipment Exceeds the Amount listed in Exhibit A
and/or Exhibit G 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 _____, 2019 (the "Lease") as follows:

1. This requisition is Requisition No. 2019-_____.
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 G, 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 I

The name/address/phone number of the Trustee is:

TD Bank, National Association
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034
Attention: Institutional Trust Department/Kelly M. Bekas

Phone number (856) 685-5144
Fax number (856) 685-5267
Email: kelly.bekas@td.com

Fed-Wire Instructions:

TD Bank, National Association
ABA Number 011600033
TD Wealth Management
A/C 60157930

Reference: MCIA 2019 - _____ of _____
Attention: Kelly M. Bekas

DRAFT

EXHIBIT B

Middlesex County Improvement Authority
2019 Capital Equipment and Improvement Financing Program
Project List
Highland Park Borough

<u>Project</u>	<u>Est. Cost</u>	<u>Useful Life</u>
<u>Loan</u>		
None	\$0.00	5 Years
Subtotal	\$0.00	
<u>Lease</u>		
Ford Utility Interceptor Hybrid (Police Dep)	\$100,000.00	5 Years
Chevy Bolt (Code Enforcement)	\$76,000.00	5 Years
Ford F250 (Public Works)	\$40,000.00	5 Years
Chevy Tahoe (Fire Department)	\$50,000.00	5 Years
Subtotal	\$266,000.00	
Loan Total:	\$0.00	
Lease Total:	\$266,000.00	
Highland Park Borough Total Projects:	\$266,000.00	

DRAFT

EXHIBIT B

Middlesex County Improvement Authority
2019 Capital Equipment and Improvement Financing Program
Project List
Highland Park Borough

2019 Sources and Uses of Funds - Preliminary

Sources of Funds:

Par Amount of Bonds:	\$180,545.15
OIP/OID:	<u>\$0.00</u>
Total Sources of Funds:	\$180,545.15

Uses of Funds:

Underwriter's Discount:	\$1,173.54
Costs of Issuance:	\$3,370.89
Deposit to Acquis. Fund:	\$176,000.00
Rounding:	<u>\$0.72</u>
Total Uses of Funds:	\$180,545.15

DRAFT

BOROUGH OF HIGHLAND PARK
NO. 7-19-210

RESOLUTION: Public Safety Committee

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS the Highland Park Police Department is in need of a new POSS – Police Officer Scheduling System; and

WHEREAS, under State Contract No. A77560, the Borough may purchase said system from Visual Computer Solutions, 1 400 U.S. 9, Freehold, NJ 07728, at the State contract prices; and

WHEREAS, funds for this purpose are available in Account No. 9-01-25-240-235 in an amount not to exceed \$5,740.00 as reflected by the certification of funds by the Chief Financial Officer, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Chief of Police is hereby authorized and directed to purchase said Police Officer Scheduling System from Visual Computer Solutions, 400 U.S. 9, Freehold, NJ 07728 at a total cost not to exceed \$5,740.00; and

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to Chief of Police and Chief Financial Officer, forthwith.

ADOPTED: July 2, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$ 5740.00 ACCOUNT NO. 9-01-25-240-235 P.O. NO. _____ BY: <i>Sereia LaFontaine</i> FINANCE DIRECTOR
--

BOROUGH OF HIGHLAND PARK
NO. 7-19-211

RESOLUTION: Public Safety Committee

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS the Highland Park Police Department is in need of ammunition; and

WHEREAS, under State Contract No. 81296, the Borough may purchase said system from Eagle Point Gun/T.J. Morris, 1707 Third Street, Thorofare, NJ 08086, at the State contract prices; and

WHEREAS, funds for this purpose are available in Account No. 9-01-25-240-255 in an amount not to exceed \$5,010.94 as reflected by the certification of funds by the Chief Financial Officer, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Chief of Police is hereby authorized and directed to purchase said Eagle Point Gun/T.J. Morris, 1707 Third Street, Thorofare, NJ 08086 at a total cost not to exceed \$5,010.94; and

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to Chief of Police and Chief Financial Officer, forthwith.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$5010.94 ACCOUNT NO. 9-01-25-240-255 P.O. NO. _____ BY: <i>Verica LaFontaine</i> FINANCE DIRECTOR
--

BOROUGH OF HIGHLAND PARK
NO. 7-19-212

RESOLUTION TO EXECUTE MEMORANDUM OF
UNDERSTANDING WITH MIDDLESEX COUNTY PROSECUTOR'S OFFICE

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Chief of Police and the Mayor are hereby authorized and directed to execute the Memorandum of Understanding between the Borough of Highland Park and Middlesex County Prosecutor's Office for use of the Specialized Investigate Law Enforcement Equipment for a period of January 1, 2019 to December 31, 2019 attached to the original of this resolution.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Mayor

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Mayor

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-213

RESOLUTION TO AUTHORIZE REFUND OF TAX OVERPAYMENT – BLOCK 37, LOT 7

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Finance Director be and is hereby authorized and directed to remit to the following the amount set opposite, the same being the amount of overpayment of 2019 2ND quarter taxes for the property indicated:

<u>BLOCK</u>	<u>LOT</u>	<u>REMITTEE</u>	<u>AMOUNT TO BE REMITTED</u>
37	7	Deis, Frank & Louis 111 South 4 th Avenue Highland Park NJ 08904	\$3,492.77

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Finance Department and Tax Collector forthwith.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-214

RESOLUTION TO REFUND TAX OVERPAYMENT – TAX APPEAL

RESOLUTION: Finance Committee

WHEREAS, Schellack, Benjamin, 205 Amherst Street, Highland Park NJ filed a tax court appeal for 2018 on Block 99, Lot 2; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Highland Park, County of Middlesex, State of New Jersey to instruct and authorize the Treasurer to issue a refund check in the amount of the resulting tax overpayment as follows:

Year	Original Assessment	Judgement	Difference	Tax Rate	Amount Due
2018	\$118,900	\$105,700	\$13,200	8.175	\$1,079.10
2019 Q1					\$ 269.78
2019 Q2					\$ 269.77
			<u>Total Overpayment</u>		<u>\$1,618.65</u>

ADOPTED: April 2, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, 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 2nd day of April 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-215

RESOLUTION TO RELEASE ESCROW FEES

RESOLUTION: Economic Development and Planning Committee

WHEREAS, the following have posted Escrow Fees in the amounts indicated for various projects as indicated below:

<u>ACCOUNT NO.</u>	<u>NAME</u>	<u>AMOUNT</u>	<u>PROJECT DESCRIPTION</u>
T-12-56-824-083	Pulte Homes of New Jersey LP 22 Mount Airy Road, Ste 210 Basking Ridge NJ 07920	\$2,990.82	The Crossings at Highland Park

WHEREAS, the Director of the Department of Code Enforcement has determined that Escrow Fees can be released;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Finance Director shall be and is hereby authorized and directed to remit to the above the amounts indicated, the same being the amount of refund due for return of Escrow Fees referenced.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Director of Code Enforcement and the Finance Director forthwith.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
7-19-216

RESOLUTION: Council as a Whole.

WHEREAS, Cross River Fiber, LLC has been approved by the New Jersey Board of Public Utilities to provide telecommunication services throughout the State of New Jersey; and

WHEREAS, Cross River Fiber, LLC proposes to place within the Borough of Highland Park telecommunication facilities aerially on existing utility poles and in underground conduits; and

WHEREAS, to facilitate the installation of Cross River Fiber, LLC telecommunications facilities, Cross River Fiber, LLC has requested a non-exclusive use of the public right of ways within the Borough of Highland Park; and

WHEREAS, the Borough of Highland Park municipal consent for this proposed non-exclusive use is required.

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

1. The Mayor and Clerk hereby authorized and directed to execute a Rights-Of-Way Use Agreement between the Borough of Highland Park and Cross River Fiber, LLC granting municipal consent for the non-exclusive use of the Borough's right-of-way for Cross River Fiber, LLC telecommunication facilities. The agreement hereby authorizes on file in the Office of the Municipal Clerk and may be inspected during regular office hours.
2. A certified true copy of this Resolution and the signed Rights-of-Way Use Agreement shall be furnished to Cross River Fiber, LLC, 461 Headquarters Plaza,

Morristown, New Jersey 07960, upon the adoption of this Resolution and the execution of said agreement.

ADOPTED: 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, County of Middlesex, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough at its regular meeting held on the 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
No. 7-19-217

RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk be and is hereby authorized and directed to notify the Borough Finance Director that since the adoption of a resolution on January 2, 2019 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an annual basis, there have been the following changes, to wit:

DAVE LUXENBERG, Director Day Camp, at annual salary of \$8,150.00 effective July 8, 2019.

FRANK TROY, Clean Communities Coordinator, at annual salary of \$1,250.00, effective January 1, 2019

FRANK TROY, Recycling Coordinator, at an annual salary of \$2,000.00, effective January 1, 2019.

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk be and is hereby authorized and directed to notify the Borough Finance Director that since the adoption of a resolution on January 2, 2019 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an hourly basis, there have been the following changes, to wit:

NEENA ALTOMONTE, Part-Time Public Safety Telecommunicator, at an hourly rate of \$21.58, effective July 8, 2019.

JAMIE BOOP, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

SHAWN HARRISON, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

STEVE CONNORS, Special Ed/Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

MICHELLE DALY, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

EVAN FARMER ROGERS, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

CAITLYN FULWOOD, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

KAMBUI LITTLE, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

MICHAEL OPRYSK, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

KEITH ROIG, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

ASHLEY SOSA, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

JEANETTE STERNBERG, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

LORI SZENTGYORGYI, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

TARYN WIATER, Head Counselor, at an hourly rate of \$19.00, effective July 8, 2019.

AKUA ASAMOAH, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

JAMES BRODERICK, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

ALLYSON CRAWFORD, Counselor, at an hourly rate of \$15.00, effective July 8, 2019.

BENJAMIN JACOBY, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

MARZIA KARIM, Counselor, at an hourly rate of \$14.00, effective July 8, 2019.

KEVIN LIN, Counselor, at an hourly rate of \$14.00, effective July 8, 2019.

JUSTIN MELGAZO, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

CURTIS MORRIS III, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

JACOB PESSIRILO, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

ELI SCHWARTZ, Counselor, at an hourly rate of \$14.00, effective July 8, 2019.

ROHAN THOMPSON, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

ADAR TULLOCH, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

KATIE VOLPERT, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

MACKENZIE VOLPERT, Counselor, at an hourly rate of \$14.00, effective July 8, 2019.

OLIVIA WEAVER, Counselor, at an hourly rate of \$14.00, effective July 8, 2019.

CAMILLA YANEZ, Counselor, at an hourly rate of \$12.00, effective July 8, 2019.

ADELINA BRANESCU, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

PRAKRUTHI DESHIKAR, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

STELLA DRAPER, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

OZ DUNCAN, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

MARCELO ESCALANTE, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

ETHAN GILDENBERG, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

MYLES HERZOG, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

KIRA KOZACHEK, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

MICHAEL LANDIS, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

SKYLAR MACK, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

REBECCA OCHAN, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

UCHECKI ODIKANWA, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

KAYLA ROIG, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

IYSSA ROIG, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

KIRA SHELDON, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

JAELEN STORMS, Junior Counselor, at an hourly rate of \$10.00, effective July 8, 2019.

- FINEGAN GIRVAN, Library Page, at an hourly rate of \$10.00, effective July 1, 2019.
- ELEANOR JOHNSEN, Library Page, at an hourly rate of \$10.00, effective July 1, 2019.
- TALIA ROSE LAPIDUS, Library Page, at an hourly rate of \$10.00, effective July 1, 2019.
- FREDERICK DIAZ, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- ISABELLA GODISH, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- BEN GODISH, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- SENA KAPER-DALE, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- OLIVIA PARKER, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- ELI SCHWARTZ, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- AIYA UNDERWOOD, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- MAKENZIE VOLPERT, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- KATIE VOLPERT, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- OLIVIA WEAVER, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- CAMILA YANEZ, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- ELIAM NAGEL, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.
- CURTIS MORRIS III, Seasonal Recreation, at an hourly rate of \$10.00, effective July 1, 2019.

BE IT FURTHER RESOLVED that the Finance Director be and 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.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-218

RESOLUTION TO APPOINT HOUSING AUTHORITY MEMBER

RESOLUTION: Council as a Whole

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

Regis Methuven

September 1, 2024

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-219

**RESOLUTION AUTHORIZING SPECIAL EMERGENCY APPROPRIATION FOR
2020 MASTER PLAN REEXAMINATION REPORT**

RESOLUTION: Council as a Whole.

WHEREAS, the New Jersey Municipal Land Use Law, *N.J.S.A.* 40:55D-89 requires that the Borough of Highland Park conduct a Master Plan Reexamination Report; and

WHEREAS, the Borough of Highland Park has received a proposal from the Borough's Planning Consultants, Looney Ricks Kiss, to undertake and complete said reexamination report for the sum not to exceed \$70,000.00; and

WHEREAS, *N.J.S.A.* 40A:4-53d allows the Borough of Highland Park subject to the approval of the New Jersey Department of Community Affairs, Division of Local Government Services to appropriate funds for said Master Plan Reexamination and appropriate said funds as a special emergency to as to spread the cost over five years as permitted by *N.J.A.C.* 5:30-3.6(b)1.

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

1. The Borough of Highland Park hereby retains Looney Ricks Kiss, to undertake and complete the Master Plan Reexamination Report pursuant to their proposal dated May 2, 2019, a copy of which is on file with the Municipal Clerk, for a sum not to exceed \$70,000.00.
2. Pursuant to *N.J.S.A.* 40A:4-53d, the Borough wishes authorization to treat this expense as a special emergency appropriation since the benefits of the Master Plan Reexamination Report will benefit the residents of the Borough of Highland

Park over a number of years and pursuant to *N.J.A.C. 5:30-3.6 (b)1*, it wishes to pay for the reexamination report over five years.

3. Two certified copies of this Resolution and an Affidavit of the Borough of Highland Park Chief Financial Officer as required by N.J.S.A. 40A:4-52 shall be sent to the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, Trenton, New Jersey 08625-0803, together with a copy of the Looney Ricks Kiss May 20, 2019 proposal to undertake and complete said Master Plan Services.

ADOPTED: 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, County of Middlesex, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough at its regular meeting held on the 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-220

RESOLUTION: Economic Development and Planning Committee

WHEREAS, Main Street Highland Park purchased seven (7) benches for a Streetscape Improvement as part of the Borough's approved Community Development Block Grant program; and; and

WHEREAS, funds from the Community Development Block Grant have been allocated to pay for said benches; and

WHEREAS, the Mayor and Council desire to provide reimbursement for the benches and funds are available for this purpose in Account No. G-02-15-CDS-240 in an amount not to exceed \$14,900.00, as reflected by the certification of funds by Finance Director, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough shall reimburse Main Street Highland in accordance with the Community Grants and Planning Grant and allocation in an amount not to exceed \$6,908.00 by way of a direct subsidy to Main Street Highland Park.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to Main Street Highland Park, Finance Director and Borough Administrator.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

Borough of Highland Park
7-19-221

RESOLUTION: Highland Park Volunteer Firefighter Marc D. Robinson

WHEREAS, in or about November 2018, allegations and charges of misconduct were brought against volunteer firefighter Marc Robinson seeking discipline against him; and

WHEREAS, the Highland Park Volunteer Fire Department Advisory Committee considered the allegations and charges and recommended that he be suspended for a period of six (6) months from the Highland Park Volunteer Fire Department; and

WHEREAS, upon consideration of the recommendation from its Advisory Committee, the Highland Park Volunteer Fire Department membership voted to expel him from the Department; and

WHEREAS, the Borough Council has undertaken its own review of Mr. Robinson's alleged misconduct and the recommended discipline; and

WHEREAS, the Borough Council found that any procedural errors with regard to the allegations and charges against Mr. Robinson were cured at the hearing before the Borough Council; and

WHEREAS, the Borough Council found that the allegations and charges against Mr. Robinson should be sustained based on his admission of inappropriate conduct at a general meeting of the Highland Park Volunteer Fire Department; and

WHEREAS, the Borough Council finds that the penalty of expulsion shall be modified to a six (6) month suspension effective March 9, 2019 through September 8, 2019; and

WHEREAS, the Borough Council further finds that the next allegation of misconduct proven against Mr. Robinson will result in his expulsion from the Highland Park Volunteer Fire Department;

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that, the allegations and charges against volunteer firefighter Marc Robinson be and are hereby sustained;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that the penalty recommended by the Highland Park Volunteer Fire Department Advisory Committee is not confirmed;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that in lieu of the penalty recommended by the Highland Park Volunteer Fire Department, a six (6) month suspension will be imposed on Marc Robinson, with the period of the suspension commencing on March 9, 2019 and ending on September 8, 2019;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that the next proven allegation of misconduct by Mr. Robinson will result in his expulsion from the Highland Park Volunteer Fire Department;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that we do hereby direct the Borough Administrator to advise the Fire Chief and Marc Robinson of this Resolution and provide them with a certified copy of this Resolution. This Resolution shall be effective immediately.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hersh				
Kim				
Welkovits				

Borough of Highland Park
No. 7-19-222

RESOLUTION: Highland Volunteer Firefighter Peggy Brooks

WHEREAS, in or about November 2018, charges alleging misconduct were brought against volunteer firefighter Peggy Brooks seeking her suspension from the Highland Park Volunteer Fire Department; and

WHEREAS, the Highland Park Volunteer Fire Department Advisory Committee considered the alleged charges and recommended a one year suspension, followed by two (2) years of probation; and

WHEREAS, the Borough Council has undertaken its own review of Ms. Brooks' alleged misconduct and the recommended discipline; and

WHEREAS, the Borough Council has found that there is neither evidence that the allegations have been proven nor that procedures utilized were carried out in conformance with the Highland Park Volunteer Fire Department's By-Laws; and

WHEREAS, the Borough Council finds that there is no proof of any violation as alleged against Ms. Brooks;

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that, the allegations and charges against volunteer firefighter Peggy Brooks be and are hereby dismissed;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that the penalty recommended by the Highland Park Volunteer Fire Department Advisory Committee is not confirmed and shall not be imposed;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that volunteer firefighters may bring any issue to the attention of the Borough, especially issues and/or claims of discrimination and/or harassment, without violating the rules, regulations and/or by-laws of the Highland Park Volunteer Fire Department and/or the chain of command;

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Highland Park, that we do hereby direct the Borough Administrator to advise the Fire Chief and Peggy Brooks of this Resolution and provide them with a certified copy of this Resolution. This Resolution shall be effective immediately.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hersh				
Kim				
Welkovits				

DRAFT

BOROUGH OF HIGHLAND PARK

7-19-223

RESOLUTION CREATING THE POSITION OF QUALIFIED PURCHASING AGENT

WHEREAS, P.L. 2009, c. 166, codified as N.J.S.A. 40A:11-2 et seq., supplementing and amending Chapter 11 of Title 40A of the New Jersey Statutes allows local contracting units in New Jersey to create the position of Purchasing Agent; and

WHEREAS, the Borough of Highland Park desires to create the position of Purchasing Agent, and;

WHEREAS, Resolution No. 4-49-147 authorized a contract with Government Management Advisors LLC for Gregory C. Fehrenbach, Principal to serve as the Qualified Purchasing Agent;

NOW, THEREFORE, BE IT RESOLVED by the Highland Park Borough Council that the position of Qualified Purchasing Agent is hereby created for the Borough of Highland Park; and

BE IT FURTHER RESOLVED as follows:

- 1) The Purchasing Agent shall be appointed by the Borough Council; and,
- 2) The Purchasing Agent shall possess a valid Qualified Purchasing Agent certificate, as issued by the New Jersey Division of Local Government Services, Department of Community Affairs; and,
- 3) The Purchasing Agent, assisting the Borough Administrator, shall have the authority, responsibility and accountability for oversight of the purchasing activity for the Borough of Highland Park, to assist with the preparation of public advertising for bids and to review bids and requests for proposals for the provision or performance of goods, services and construction contracts on behalf of the Borough of Highland Park, and to award contracts permitted through New Jersey statutes and in accordance with the regulations, forms and procedures promulgated by state regulatory agencies in the name of the Borough of Highland Park, and conduct any activities as may be necessary or appropriate to the purchasing function of the Borough of Highland Park; and,
- 4) The Borough of Highland Park previously (Res. No.4-19-147) and hereby appoints Gregory C. Fehrenbach, Q.P.A. Certification #Q-453, Government Management Advisors, LLC as the Qualified Purchasing Agent of record and establishes the bid threshold at \$40,000.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hersh				
Kim-Chohan				
Welkovits				

DRAFT

BOROUGH OF HIGHLAND PARK
NO. 7-19-224

PROFESSIONAL SERVICES RESOLUTION – CME ASSOCIATES
ROADWAY IMPROVEMENTS TO SOUTH ADELAIDE, CHERRY STREET AND SOUTH PARK AVENUE

RESOLUTION: Public Works & Public Utilities Committee

WHEREAS, the Borough of Highland Park has need of the services of an engineer to provide engineering services in connection with the Roadway Improvements to South Adelaide, Cherry Street, and South Park Avenue, in accordance with letter proposal from Bruce Koch, CME Associates, dated June 14, 2019, attached to the original of this resolution; 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, CME Associates, Parlin, N.J., is a firm of licensed engineers of the State of New Jersey with extensive experience in providing these services; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of said consulting engineer; and

WHEREAS, funds are available for this purpose in Account Number No. C-04-55-822-210 in an amount not to exceed \$118,275.10 and Account No. C-04-55-971-100 in an amount not to exceed \$24,151.90 for a total amount not to exceed \$142,427.00 without further resolution of Council, as reflected by the Certification of Funds by the Finance Department, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with CME Associates, 3141 Bordentown Avenue, Parlin, NJ 08859, a copy of which is attached to the original of this original, and that 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.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Joan Hullings, 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-225

RESOLUTION AUTHORIZING APPROVAL OF BILLS LIST

RESOLUTION: Finance Committee

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.

The bills approved for payment at this meeting, Bills List 7/2/2019 can be found in the Bills List Journal Book No. 39.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 7-19-226

RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR
OUTSIDE EMPLOYMENT OF OFF-DUTY POLICE OFFICERS

RESOLUTION: Finance Committee

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, Local Finance Notice 2000-14 provides for receipt of funds for outside employment of police officers for off-duty work; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the dedicated revenues anticipated from the Outside Employment of Off-Duty Police Officers are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

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

1. The Borough Council does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Outside Employment of Off-Duty Police Officers.
2. The Clerk of the Borough of Highland Park, County of Middlesex, New Jersey is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

ADOPTED: July 2, 2019

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy 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 2nd day of July, 2019.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
No. 7-19- 227

RESOLUTION: Finance Committee

RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE MUNICIPAL BUDGET PURSUANT TO N.J.S. 40A:4-87 (CHAPTER 159, P.L. 1948)

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

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

WHEREAS, the amount of \$11,157.82 has been collected in prior years and held in the other trust escrow; and

WHEREAS, the Borough desires to appropriate the said amount of \$11,157.82 in the calendar year 2019 budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park, that it hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget for the year 2019 in the sum of \$11,157.82, which item is now available as revenue from State and Federal programs pursuant to the provisions of statute; and

BE IT FURTHER RESOLVED that a like sum of \$11,157.82 and the same is hereby appropriated under the caption of:

Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund	\$11,157.82
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BE IT FURTHER RESOLVED that the above is the result of funds collected in prior years and held in Other Trust escrow; and

BE IT FURTHER RESOLVED that two (2) certified copies of the certification of adoption of this resolution shall be forwarded to the Director of the Division of Local Government Services for approval.

ADOPTED: July 2, 2019

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

ABSTAINED:

I, Jennifer Santiago, Deputy 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 2nd day of July 2019.

Jennifer Santiago, Deputy Clerk