

SEPTEMBER 1, 2022 REGULAR MEETING OF MAYOR AND COUNCIL

READING OF PUBLIC MEETINGS LAW ARTICLE

Mayor Signorello called the meeting to order at 7:00 p.m. and said it was being held in accordance with the Open Public Meetings Act and adequate notice of this meeting was provided as required by law.

He read a statement noting that all contracts awarded by Mayor and Council must comply with the affirmative action requirements of P.L. 1975, C.172. (NJAC 17:27); as required by the Fire Prevention Code, he indicated the fire exits and the procedure to be followed in case of fire.

A statement was read by the Mayor indicating that use of electronic devices by members of the Governing Body and Borough staff should be limited to Borough business. All communications are subject to the New Jersey Open Public Records Act.

ROLL CALL

The following is an accounting of the Mayor and Council's attendance upon roll call called by Borough Clerk/Administrator Casais:

Attendee Name	Organization	Title	Status	Arrived
Joseph Petrosky	Borough of Roselle Park	Councilman	P	7:00 PM
Michael Connelly	Borough of Roselle Park	Councilman	P	7:00 PM
Gregory Johnson	Borough of Roselle Park	Councilman	P	7:00 PM
Joseph Signorello, Jr.	Borough of Roselle Park	Councilman	P	7:00 PM
Jay Robaina	Borough of Roselle Park	Councilman	P	7:00 PM
Jodi Bellomo	Borough of Roselle Park	Councilwoman	P	7:00 PM
Joseph Signorello III	Borough of Roselle Park	Mayor	P	7:00 PM

MOMENT OF SILENCE/PRAYER

PLEDGE OF ALLEGIANCE

Borough Clerk/Administrator Casais read a short prayer, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES, PENDING ANY CORRECTIONS

Councilman Petrosky moved to approve the following minutes, pending any corrections; seconded by Councilman Connelly, all members present voting Aye, said motion was adopted.

1. Regular Meeting of August 18, 2022.
2. Closed Session of August 18, 2022

MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

Councilman Petrosky moved that bills and payrolls be not read and passed for payment; seconded by Councilman Connelly, all members present voting Aye, said motion was adopted.

PUBLIC PORTION

Councilman Petrosky moved at 7:02 p.m. to open the public comment portion of the meeting on agenda items only; seconded by Councilman Connelly, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Petrosky moved at 7:02 p.m. to close the public comment portion of the meeting on agenda items only; seconded by Councilman Connelly, all members present voting Aye, said motion was adopted.

REPORTS OF DEPARTMENTS

Administration/Borough Clerk: Andrew J. Casais, Business Administrator

Noted that there was a go live date for the Bond portion for the Borough's Capital Budget; 15, 2022.

Made note that the Borough was receiving bids for many upcoming projects.

Noted that Chief McCaffery, Captain Frino and he met with Superintendent Garrido and the administration at the high school regarding the roll-out of the School Resource Officer Position. He indicated that the Borough had not been able to gather enough interest to hire Class II Special Officers dedicated to the schools, but that the local P.B.A. was amendable to charging the lowest rate possible on an off-duty basis for the school for this purpose in the interim.

Noted various small traffic calming measures were being implemented with more to come in the weeks and month ahead.

Finance Department: Kenneth P. Blum, Jr., Chief Financial Officer

Noted the 4th quarter final tax bills would be mailed out at the end of the month.

Engineering: John Mele, PE, Colliers Engineering

Noted restorative paving of many West Side roads; ongoing striping.

Noted his contact with NDOT is problematic due to lingering remote operations.

Noted he would continue to work with the Superintendent of Public Works and the Administrator on sewer and stormwater improvements.

Mayor Signorello dialogued with Mr. Mele about roads being paved at half-width, particularly around the train station. Mr. Mele noted that it was very reasonable to do repairs, but not full improvement in order for it to be cost effective. A discussion ensued amongst the government body about the ultimate construction of train station.

Recreation Department: John Ranieri, Recreation Director

Noted the goal of the Roselle Park Recreation Department was to meet the recreational needs of the Roselle Park community.

Registration was open for the Homework Club, After Care, Transportation, Fall and Off-Season recreational activities; had over 100 families registered for After Care.

Made note of upcoming activities and events at the Youth Center.

Noted that on October 22nd the Recreation Committee would be hosting their annual Halloween event on the grounds of the Library.

Provided contact information.

Fire Department: Raymond A. Parenteau, Dr., Fire Chief

Noted that his Department hosted the Community Cooldowns for July and August; things seemed to go very well and every one seemed to have a good time. Thanked everyone who helped in the initiative for Summer 2022.

Noted that the Roselle Park Fire Department had several members in the Union County Fire Academy; stated that the balance of the Department would be continuing outdoor training.

Noted that the Fire Prevention Bureau was doing a great job.

Noted that the Fire Department recently concluded hose and ladder testing; thanked the residents of Laurel Avenue for their patience, understanding, and cooperation.

Mayor Signorello noted the Fire Chief had been doing a great job recruiting volunteers. Discussion ensued regarding possible benefits to the volunteers, including fee waiver for Roselle Park Recreation programs.

Scheduled Verbal Reports:

1. Administration and Borough Clerk; Andrew J. Casais, Business Administrator
2. Code Enforcement Department; Richard Belluscio, Construction Official (*excused*)
3. Community Center; Rupen Shah, Community Center Director (*excused*)
4. Engineering; John Mele, PE, Colliers Engineering
5. Finance Department; Kenneth P. Blum, Jr., Chief Financial Officer
6. Fire Department; Raymond A. Parenteau, Sr., Fire Chief
7. Police Department; Daniel J. McCaffery, Police Chief (*excused*)
8. Public Works Department; Paul Baiamonte, Superintendent of Public Works (*excused*)
9. Recreation Department; John Ranieri, Recreation Director

Written Reports Received:

None

ORDINANCES

INTRODUCTION

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2699

AN ORDINANCE AMENDING CHAPTER 40, "LAND USE," PART III, "ZONING,"
ARTICLE XV OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED,
"GENERAL PROVISIONS"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Chapter 40, Part III, Article XV of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Reestablishment of Section 40-1503

§ 40-1503 ~~DEFINITIONS.~~ **ZONING PERMITS; PROCEDURE.**

~~Repealed~~

The purpose of this section shall be to codify and set forth the Borough of Roselle Park's general procedure as it relates to processing and issuing Zoning Permits.

- A. All individuals or entities undertaking work or other action that require zoning approvals as outlined by this Chapter shall apply for the same in-writing on forms prescribed by the Department of Code Enforcement.
- B. Within ten (10) business days after the receipt of a complete application for a Zoning Permit, the Borough of Roselle Park's Zoning Officer, or the designee of the Zoning Officer, or another individual as may be designated by function of the foregoing municipal code, shall either release or deny the application. Should an application for a Zoning Permit remain pending after the expiration of ten (10) business days, the application shall be considered approved by the Borough of Roselle Park pursuant to *N.J.S.A. 40:55D-18*.
- C. Should an application for a Zoning Permit be denied, the applicant may choose to appeal such a decision to the Municipal Land Use Board; deliberating on the matter as a Board of Adjustment. Should an application for a Zoning Permit be approved, the applicant shall be required to execute a pre-release affidavit attesting to their explicit understanding of the technical requirements of the zoning approvals, an estimated state date for work associated with the permit, and an estimated date of work completion. After the applicant's execution of the affidavit, a Zoning Permit will be issued.
 1. Upon the issuance of a Zoning Permit the applicant therefor will be assigned an inspection date. Zoning inspections will take place subsequent to the estimated completion date as noted in the pre-release affidavit. All inspections will be conducted by the Zoning Officer or their designee.
 2. Upon inspection, should the work associated with a Zoning Permit approval be found acceptable pursuant to the underlying technical requirements of the permit, a notice of approval shall be issued. Likewise, should the work associated with a Zoning Permit be found contrary to underlying technical requirements, a notice of violation shall be issued.

SECTION 2. Referral to Municipal Land Use Board

Upon Introduction of the foregoing Ordinance by the Governing Body of the Borough of Roselle Park the Borough Clerk is authorized and directed to refer the same to the Municipal Land Use Board of

the Borough of Roselle Park for review and recommendations pursuant to *N.J.S.A. 40:55D-26a*. Should the Municipal Land Use Board fail to render findings and recommendations after thirty-five (35) days from the time of referral, the Governing Body may take action without further delay.

SECTION 3. Invalidation

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

SECTION 4. Inconsistent Ordinances Repealed

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

SECTION 5. Captions and Editing Indications.

Any captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, editing indications are structured such that all strikethrough text, ~~thusly~~, should be considered a deletion from exiting Borough Code, and all bolded text, **thusly**, should be considered an addition to existing Borough Code.

SECTION 6. Effective Date.

This Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk.

Councilman Petrosky moved that Ordinance No. 2699 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on October 6, 2022; seconded by Councilman Connelly.

Councilman Johnson advised that he believed this Ordinances to be necessary and appropriate in order to codify certain newer policies implemented by Borough management. He noted several instances of being contacted by residents about concerns surrounding Zoning Permits issued by the Borough. He provided information about the reported instances where residents pulled permits and the Borough issued violations a year later or more. Felt that was wrong as these residents appeared to have tried to do the right thing, and were possibly misguided by a contractor. He noted that he felt it was important, particularly after speaking with Borough staff, that the process involving Zoning Permits be streamlined and made more efficient; this was in an effort to reduce misunderstandings and the need for enforcement proceedings in the future.

Councilman Johnson also noted that he felt there was a significant difference between a resident who acquires permits and becomes misguided, compared to those who simply do not apply for permits at all, and make attempts to circulate regulations that are in place for a reason. He noted that laws like those proposed as part of Ordinance No. 2699 create balance between government and the people, and reduce the possibilities of financial hardship and burden on those residents who are trying to do the right thing.

<input type="checkbox"/> Vote Record – Ordinance No. 2699					
		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Connelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bellomo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2700

AN ORDINANCE AMENDING CHAPTER 10, SECTION 4, SUBSECTION 4.1 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED "RECREATION FEES ENUMERATED"

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter 10, Section 4, Subsection 4.1 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Amendment to Fees

10-4.1 Recreation Fees Enumerated.

The fees for the Department of Recreation of the Borough of Roselle Park are hereby set as follows:

Recreation Membership	Fee(s)
Annual membership fee	\$25 per person
All above Membership fees may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.	
All above Membership fees shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.	
All above Membership fees shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.	
Recreation Wrestling	Fee(s)
K and 1st grade	\$55 per person
2nd through 8th grade	\$75 per person
Family registration (3 or more people)	\$50 per person
Tournament entry	\$20 per person
T-shirt	\$8
Hoodie	\$27
Shorts	\$12
Bag	\$7
Singlet not returned	\$100
Wrestling clinic	\$25
Off Season Wrestling Program	\$40 per person
All above wrestling fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.	
All above Wrestling fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.	
All above Wrestling fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.	
Recreation Fitness and Training Center	Fee(s)
3rd to 8th grade	\$40 per person

Family registration (3 or more people)	\$35 per person
Spring Seasonal Fitness Program	\$40 per person
T-shirt	\$12
Tank top	\$15
Shorts	\$16

All above Fitness and Training Center fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Fitness and Training Center fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

All above Fitness and Training Center fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

Recreation Basketball	Fee(s)
Individual	\$65 per person
Family (3 or more)	\$60 per person
Basketball clinic	\$30 per person
Summer Middle/High School Off-Season Basketball Program	\$40 per person

All above Basketball fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Basketball fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

All above Basketball fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

Recreation After-School Program	Fee(s)
Homework Club	
Individual	\$350 per child
Individual - special circumstances	\$225 per child
Family registration (3 or more children)	\$325 per child
Family registration (3 or more children) - special circumstances	\$200 per child
After Care	
Individual	\$250 per child
Individual - special circumstances	\$175 per child
Family registration (3 or more children)	\$225 per child
Family registration (3 or more children) - special circumstances	\$150 per child
Transportation	
Individual	\$200 per child
Individual - special circumstances	\$150 per child
Family registration (3 or more children)	\$175 per child
Family registration (3 or more children) - special circumstances	\$125 per child

Eligibility for a special circumstance rate as part of the after-school program applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Recreation After-School Program fees shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

All above Recreation After-School Program fees shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle

Park residency shall be required to qualify for this fee exemption.

Recreation Volleyball	Fee(s)
Off Season Girls Volleyball Program	\$40

All above Volleyball fees, with the exception of gear, may be waived (\$0) as special circumstances. A special circumstance waiver of fees applies if an individual or family qualifies for a school-based free and reduced meal program.

All above Recreation Volleyball fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

All above Recreation Volleyball fees, with the exception of gear, shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

Intramural Sports & Activities

Flag Football – Girls (Grades 9-12)	\$40 per person
Adult Basketball Program	\$40 per person
Zumba/Yoga	\$40 per person

All above Intramural Sports & Activities fees shall be waived (\$0) for members of the Roselle Park Fire Department, and family members of firefighters living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

All above Intramural Sports & Activities fees shall be waived (\$0) for members of the Roselle Park Police Department, and family members of police officers living within the same household. Roselle Park residency shall be required to qualify for this fee exemption.

SECTION 2. Invalidation

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

SECTION 3. Inconsistent Ordinances Repealed.

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

SECTION 4. Captions and Editing Indications.

Any captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, editing indications are structured such that all strikethrough text, ~~thusly~~, should be considered a deletion from existing Borough Code, and all bolded text, **thusly**, should be considered an addition to existing Borough Code.

SECTION 5. Effective Date.

This Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk.

Council Petrosky moved that Ordinance No. 2700 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on September 15, 2022; seconded by Councilman Connelly.

<input type="checkbox"/> Vote Record – Ordinance No. 2700		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Connelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bellomo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title.

ORDINANCE NO. 2701

AN ORDINANCE FIXING THE SALARIES OF DEPARTMENT OF PUBLIC WORKS GROUP EMPLOYEES OF THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, FOR THE YEARS 2020, 2021, 2022, 2023 AND 2024

WHEREAS, the Governing Body adopted Resolution No. 237-22 approving a collective bargaining agreement between the Borough of Roselle Park and the Roselle Park Department of Public Works Group regarding wages, hours of work and other terms and conditions of employment for the period January 1, 2020 through December 31, 2024; and,

WHEREAS, the Governing Body wishes to adopt the forgoing Ordinance fixing the salaries of Roselle Park Department of Public Works Group employees for the aforementioned contract term pursuant to Schedule A of the collective bargaining agreement.

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

SECTION 1. Classifications/Titles and Salaries

	0.00% Effective 1/1/2020	2.00% Effective 1/1/2021	3.00% Effective 1/1/2022	3.00% Effective 1/1/2023	2.00% Effective 1/1/2024
Laborer Helper	\$ 35,034.71	\$ 35,735.40	\$ 36,807.47	\$ 37,911.69	\$ 38,669.92
Class I Laborer	\$ 48,704.10	\$ 49,678.18	\$ 51,168.53	\$ 52,703.58	\$ 53,757.65
Class II Laborer	\$ 58,424.28	\$ 59,592.77	\$ 61,380.55	\$ 63,221.97	\$ 64,486.40
Apprentice Operator	\$ 66,996.47	\$ 68,336.40	\$ 70,386.49	\$ 72,498.09	\$ 73,948.05
Equipment Operator	\$ 70,349.38	\$ 71,756.37	\$ 73,909.06	\$ 76,126.33	\$ 77,648.86
Shade Tree Bucket Operator	\$ 71,482.12	\$ 72,911.76	\$ 75,099.12	\$ 77,352.09	\$ 78,899.13
Automotive Mechanic	\$ 72,595.57	\$ 74,047.48	\$ 76,268.91	\$ 78,556.97	\$ 80,128.11
Working Foreman	\$ 73,718.65	\$ 75,193.02	\$ 77,448.81	\$ 79,772.28	\$ 81,367.72

SECTION 2. Manner of Wage Payment.

The salaries and wages fixed pursuant to the foregoing shall be payable in twenty-six (26) equal installments or in such installments as may hereinafter be determined by Resolution of the Governing Body. Said salaries shall be in lieu of all fees which may be collected by said officer or employee.

SECTION 3. Invalidity

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

SECTION 4. Inconsistent Ordinances Repealed.

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

SECTION 5. Captions and Editing Indications.

Any captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, editing indications are structured such that all strikethrough text, ~~thusly~~, should be considered a deletion from existing Borough Code, and all bolded text, **thusly**, should be considered an addition to existing Borough Code.

SECTION 6. Effective Date.

This Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk. The salary ranges referenced herein shall be considered retroactive to January 1, 2020 to the extent they are applicable.

Councilman Petrosky moved that Ordinance No. 2701 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on September 15, 2022; seconded by Councilman Connelly.

<input type="checkbox"/> Vote Record – Ordinance No. 2701		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Connelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bellomo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title:

ORDINANCE NO. 2702

AN ORDINANCE AMENDING CHAPTER 7, SECTION 39, SUBSECTION 39.2 OF THE CODE OF THE BOROUGH OF ROSELLE PARK, ENTITLED “HANDICAPPED PARKING ON STREETS FOR PRIVATE RESIDENCES”

WHEREAS, the Borough of Roselle Park, through its Police Department (the “Police Department”), received an application (the “Application”) for a handicapped parking space in the vicinity of A43 Woodside Gardens, Roselle Park, New Jersey 07204 by Melanie Canter (the “Applicant”); and,

WHEREAS, the Police Department denied said Applicant’s application as it did not meet the criteria for approval pursuant to Section 7-39.2.b4 of the Borough Code, which states: “No restrictive parking zone may be established for any individual who has a functional driveway, garage, carport, or any other type of off-street parking within 100 feet of the perimeter of his or her residence;” and,

WHEREAS, the Applicant has filed an appeal to the determination made by the Police Department to the Governing Body, requesting relief from the provisions of Section 7-39.2.b4 of the Borough Code due to their specific physical needs and/or constrains; and,

WHEREAS, the Governing Body wishes to grant the Applicant relief as request, approve the appeal, and authorize a new, on-street, handicapped parking space pursuant to the Application.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter 7, Section 39, Subsection 39.2 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Amendment to On-Street Handicapped Parking Spaces

7-39.2 Handicapped Parking on Streets for Private Residences

- a. Pursuant to the provisions of N.J.S.A. 39:4-197.6, the governing body may, by Ordinance, designate restrictive parking zones for persons who have a mobility disability as defined in paragraph b. of this subsection and who meet the other criteria set forth herein. These zones shall be established in front or near to the residence occupied by the handicapped person provided that such parking is not otherwise prohibited and does not interfere with the normal flow of traffic. A restrictive parking zone so designated shall be reserved for the exclusive use of the person and vehicle for whom such zone is established pursuant to this subsection. No other person shall be permitted to park in these zones.

The following on-street locations have been found to meet the procedural and review requirements of the forgoing subsection and are designated as handicapped parking spaces within the Borough of Roselle Park pursuant to N.J.S.A. 39:4-197.6:

License Plate / Placard Number	Name	Street Address	Location
1874188	Arizona Heskeyahu Acevedo	462 Colonial Road	462 Colonial Road
2242785	Carmine Granato	116 Hawthorne Street	116 Hawthorne Street
2207449	Maryann Mansueto	305 West Clay Avenue	305 West Clay Avenue
2575054	Melanie Canter	A43 Woodside Gardens	A43 Woodside Gardens

- b. *Requirements, Generally.* The General requirements for local consideration and approval of a restricted parking zone for handicapped parking pursuant to this subsection shall be as follows:
 - i. The applicant shall be in possession of a valid windshield placard or wheelchair symbol license plates issued by the New Jersey Motor Vehicle Commission for a vehicle owned by the handicapped person, or by another occupant of the residence who is a member of the immediate family of the handicapped person.
 - ii. A "mobility disability" is defined as a condition wherein a person has lost the use of one (1) or more lower limbs as a consequence of paralysis, amputation, or other permanent

disability or who is permanently disabled so as to be unable to ambulate without the aid of an assisting device or whose ambulating is otherwise severely limited.

- iii. Absent rare and truly extenuating circumstances as determined by the Governing Body, at the recommendation of the Chief of Police, or their designee, no restrictive parking zone will be established for a person who does not transport his or herself as permitted under this subsection unless documentation is provided showing that the nondisabled driver resides in the same household as the disabled person. Documentation must be provided to the Chief of Police, or their designee, detailing the extent of the disability. No restrictive parking zone under this section will be established unless the applicant's disability is such that it would preclude the disabled person from waiting on the sidewalk until a nondisabled driver arrives with the car. A person whose disability otherwise qualifies under this section and who is under the age of sixteen (16) years will be presumed to be unable to wait alone on the sidewalk.
 - iv. No restrictive parking zone may be established for any individual who has a functional driveway, garage, carport, or any other type of off-street parking within one hundred (100) feet of the perimeter of his or her residence.
 - v. In multi-family residences containing a driveway, carport or garage not owned by the disabled driver, but owned by a family member, it shall be presumed the disabled driver has access to such driveway, carport or garage and said status shall preclude the disabled driver from being granted a restrictive parking zone.
 - vi. Applicants must occupy their residence on a full-time basis.
 - vii. Only one (1) restrictive parking zone will be granted per household. Related parties living in separate units in a multi-family residence are to be considered as being part of one household for the purpose of this Ordinance.
 - viii. All restrictive parking zones shall be subject to annual reviews, and shall remain in effect until an improvement in an individual's physical condition rendering the restricted parking zone unnecessary, the death of the individual, or the revocation of a restricted parking zone for just cause as recommended to the Governing Body by the Chief of Police, or their designee.
- c. *Application Procedure.* The application procedure for a restricted parking zone for handicapped parking pursuant to this subsection shall be as follows:
- i. All applicants shall file a completed application on a form furnished by the Police Department and submitted to the Chief of Police, or the Chief's designee, for review.
 - ii. The application shall be accompanied by a medical evaluation form completed by a physician with a plenary license to practice medicine and surgery and shall include a certification by the physician that the applicant has a mobility disability as described in this subsection.

- iii. The Police Chief, or the Chief's designee, shall verify the extent of the disability of the applicant or resident of the applicant's household by reviewing the physician's certification submitted with the application and may request an independent evaluation that shall be conducted by the Borough's physician at the Borough's cost.
- iv. The Police Chief, or the Chief's designee, shall ascertain whether all the credentials of the applicant and the location of the proposed parking zone are consistent with applicable State statutes and Borough Codes.
- v. The Police Chief, or the Chief's designee, shall ascertain whether or not the applicant or any member of the applicant's household, has a functional driveway, garage, carport, or any other type of off-street parking within one hundred (100) feet of the residence. If the applicant or member of the applicant's household has such parking available, the application shall be denied.
- vi. Upon determining that the applicant meets all of the qualifications set forth in this subsection, the Chief of Police shall recommend to the Governing Body that the applicant be granted a restricted parking zone. The Governing Body may, by Ordinance, designate the location of the restricted parking zone.
- vii. By July 1st of each year, application must be made for renewal of each restricted parking zone granted in accordance with this subsection. Renewal shall be made via written application on a form to be mailed to all individuals approved for a restricted parking zone by the Police Department no later than May 1st of each year. The application for renewal must be accompanied by a certification completed by the applicant's personal physician that the mobility disability of the applicant, or the qualifying household member, as previously outlined, still exists to the extent that such a restricted parking zone continues to be required. In addition, the applicant or qualifying household member may be required to be evaluated by Borough's physician. The Borough reserves the right to revoke, remove or rescind a restrictive parking zone if it is determined that an applicant's condition has improved to the extent that it renders the restricted parking zone unnecessary, or upon death of the applicant or for other just cause as recommended by the Chief of Police or their designee.
- viii. Upon receipt of the application and physician certification for renewal in every second year, a personal visit to the applicant's household and parking site shall be made by the Chief of Police, or the Chief's designee, to verify that the findings required by this subsection still exist.
- ix. The Chief of Police, or the Chief's designee, shall notify a new applicant of the decision to recommend the approval of a restricted parking zone pursuant to this subsection for action by the Governing Body, or of a decision to deny the applicant, within sixty (60) days of the initial receipt of the completed application by the Department. Notification of the renewal or denial of an existing zone shall be made by September 1st of each year. Any and all denials shall set forth the reasons for the negative decision(s).

- d. *Notifications Requirements.* All individuals approved for a restricted parking zone shall notify the Police Department within thirty (30) days of any change in the individual's name, address, telephone number, vehicle ownership, or of an improvement in the applicant's physical condition. Failure to do so will be deemed a violation of this subsection and may result in revocation of the zone. Members of the household or the executor/executrix for individuals who have an approved zone who have died shall be required to likewise notify Police Department within thirty (30) days after the date of death. Failure to do so shall be considered a violation of this subsection.
- e. *Violations and Penalties.* In addition to the violations outlined in paragraph d. of this subsection, any deviations from this subsection or misuse of restricted parking zones shall be subject to enforcement actions and penalties whereas violators shall be liable for a penalty of not less than one-hundred dollars (\$100.00) nor more than five-hundred dollars (\$500.00) for a first offense and not less than five-hundred dollars (\$500.00) nor more than one-thousand (\$1,000.00) or imprisonment for a term not exceeding fifteen (15) days, or both, for each subsequent offense.

SECTION 2. Invalidation

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

SECTION 3. Inconsistent Ordinances Repealed.

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

SECTION 4. Captions and Editing Indications.

Any captions contained in this Ordinance have been included only for the purpose of facilitating reference to the various sections and are not intended and shall not be utilized to construe the intent and meaning of the text of any section. Likewise, editing indications are structured such that all strikethrough text, ~~thusly~~, should be considered a deletion from existing Borough Code, and all bolded text, **thusly**, should be considered an addition to existing Borough Code.

SECTION 5. Effective Date.

This Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk.

Councilman Petrosky moved that Ordinance No. 2702 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on September 15, 2022; seconded by Councilman Connelly.

<input type="checkbox"/> Vote Record – Ordinance No. 2702		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Petrosky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Connelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bellomo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTIONS

Borough Clerk Casais read all Resolutions by title into the record.

The following Resolutions listed on Consent Agenda were offered by Councilman Petrosky; seconded by Councilman Connelly, all members present voting Aye, said motion was adopted:

RESOLUTION NO. 239-22

AUTHORIZING CLOSE OUT OF THE CONTRACT WITH GRANADA CONSTRUCTION
CORP. FOR THE PROJECT "2021 NJDOT ROAD PROGRAM IMPROVEMENTS TO
VALLEY ROAD"

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the contract for the project "2021 NJDOT Road Program Improvements to Valley Road" was constructed by Granada Construction Corp. of 147 Thomas Street, Newark, New Jersey 07114 in accordance with the plans, specifications and any approved change orders, as directed by the Borough's Special Project Engineer; and,

BE IT FURTHER RESOLVED that final payment in the amount of Seven Thousand Four-Hundred Seventy-Four Dollars and Fifty-Nine Cents (\$7,474.59) is hereby approved.

RESOLUTION NO. 240-22

AUTHORIZING AND DIRECTING THE CHIEF ADMINISTRATIVE OFFICER TO
REQUEST CERTAIN TRAFFIC REGULATION CHANGES ALONG A PORTION
OF COUNTY ROAD 627, LOCALLY KNOWN AS CHESTNUT STREET, WITHIN
THE VICINITY OF WEST GRANT AVENUE

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Chief Administrative Officer (the "Business Administrator") be and is hereby authorized and directed to submit any and all documents to the County of Union Division of Engineering to request certain traffic regulation changes along a portion of County Road 627, locally known as Chestnut Street as follows:

1. 10 Minute Time Limit Parking; All Hours; All Days:
County Road 627 (Chestnut Street) Southbound (Westerly) Side:

Beginning at a point 25 feet south of the southerly curb line of West Grant Avenue to a point 89 feet south therefrom.

RESOLUTION NO. 242-22

AUTHORIZING THE TAX COLLECTOR TO ISSUE REDUCTIONS AND/OR REFUNDS
IN THE TOTAL AMOUNT OF \$17,011.16 ON FOUR (4) PROPERTIES AS AUTHORIZED
BY THE UNION COUNTY TAX BOARD

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Tax Collector is hereby authorized per the Union County Tax Board to issue a reduction and/or refund for County Tax Board Appeals on the following four (4) properties located within the Borough of Roselle Park with refunds and/or reductions to be issued accordingly, totaling \$17,011.16:

WHEREAS, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Project prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”); and,

WHEREAS, the United States Federal Emergency Management Agency (“FEMA”) has approved, or prior to the issuance of the Note (as hereinafter defined) will approve, the scope of the Project and, consequently, has agreed to fund up to 90% of the costs of planning and constructing the Project; and,

WHEREAS, after receipt of the FEMA reimbursements, the Local Unit will finance the remaining approximately 10% percent of the costs of the Project via (i) the issuance of long-term bonds, (ii) the payment of cash, or (iii) a combination thereof; and,

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,245,000 (the “Note”); and,

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and,

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein; and,

WHEREAS, in connection with its participation in the Joint Meeting and the issuance of its Note for the purpose of financing the costs of the Project, the Local Unit desires to enter into that certain Project Financing Agreement (the “Agreement”), by and between the Joint Meeting and the Local Unit, and acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as Exhibit B.

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

SECTION 1.

In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by Bond Ordinance No. 2698 of the Local Unit, which bond ordinance is entitled “A BOND ORDINANCE PROVIDING FOR PHASE III OF THE LOCAL UNIT’S ALLOCABLE SHARE OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, STATE OF NEW JERSEY (THE “LOCAL UNIT”); APPROPRIATING \$1,245,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,245,000 BONDS OR NOTES TO FINANCE THE COST THEREOF” and was finally adopted by the Local Unit at a meeting duly called and held on August 18, 2022, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

SECTION 2.

The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

SECTION 3.

Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

SECTION 4.

The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount not to exceed \$1,245,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "NJWB - CFP-2022-2-JM-FEMA";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the "Authorized Officers") under official seal or facsimile thereof affixed, imprinted or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

SECTION 5.

The Note, in substantially in the form attached hereto as Exhibit A, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved.

SECTION 6.

The law firm of JP Capizzi, LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

SECTION 7.

The Agreement, in substantially the form attached hereto as Exhibit B, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved. The Mayor or Chief Financial Officer of the Local Unit is hereby authorized and directed on behalf of the Local Unit to enter into, execute and deliver, and consummate or perform any actions required under, the Agreement.

SECTION 8.

The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Local Unit, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall

be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the Agreement and the participation of the Local Unit in the Construction Financing Program.

SECTION 9.

This Resolution shall take effect immediately.

SECTION 10.

Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this Resolution to Jason P. Capizzi, Esq., JP Capizzi, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Exhibit A
of Resolution No. 243-22

BOROUGH OF ROSELLE PARK
IN THE COUNTY OF UNION, STATE OF NEW JERSEY
NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

\$1,245,000

_____, 2022

NJWB - CFP-2022-2 - JM-FEMA

FOR VALUE RECEIVED, THE BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same has been,

and in the future may from time to time be, amended and supplemented.

“Administrative Fee” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“Anticipated Financing Program” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“Anticipated Long-Term Loan” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or “Costs” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP,

all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Joint Meeting” shall have the meaning given to such term in Section 2(b) hereof.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Maturity Date” means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, 20__ being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, _____. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary

of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, _____, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.*
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, _____, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.*
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, _____, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.*

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$1,245,000), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 et seq., 7:22-4 et seq., 7:22-5 et seq., 7:22-6 et seq., 7:22-7 et seq., 7:22-8 et seq., 7:22-9 et seq. and 7:22-10 et seq., as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. *The Borrower hereby represents and warrants to the I-Bank, as follows:*

(a) Organization. *The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.*

(b) Participant in the Joint Meeting. *The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 et seq. as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities,*

including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower's allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the "Agreement"), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the

Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note,

an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. *The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.*

(d) Financing With Tax-Exempt Bonds. *The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.*

(e) Operation and Maintenance of Environmental Infrastructure System. *The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.*

(f) Records and Accounts; Inspections. *The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.*

(g) Insurance. *The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.*

(h) Exhibits. *The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.*

(i) I-Bank Reliance. *The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.*

(j) Borrower Reliance. *The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.*

(k) Application of FEMA Reimbursement. *The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.*

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) *The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth*

in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date

it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan

repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) an "Event of Default" as defined in the Agreement shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, New Jersey 07204, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure

Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

BOROUGH OF ROSELLE PARK,
IN THE COUNTY OF UNION,
STATE OF NEW JERSEY

[SEAL]

ATTEST:

By: _____

Mayor

Clerk

By: _____

Chief Financial Officer

Exhibit B
of Resolution No. 243-22

PROJECT FINANCING AGREEMENT

This PROJECT FINANCING AGREEMENT, dated _____, 2022 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the "Agreement"), by and between the JOINT MEETING OF ESSEX AND

UNION COUNTIES (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and the BOROUGH OF ROSELLE PARK, IN THE COUNTY OF UNION, a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

WITNESSETH:

WHEREAS, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the “Project”), all as more specifically defined and described in the Note; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the “Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,245,000 (the “Note”); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions, inter alia, relating to the undertaking and completion of the Project and the maintenance and operation of the Environmental Infrastructure System (as defined in the Note); and

WHEREAS, (i) in furtherance of the undertaking and completion of the Project and the financing thereof with the proceeds of the Loan and the issuance of the Note by the Local Unit, and (ii) in satisfaction of the requirements of the Construction Financing Loan Program, the Joint Meeting and the I-Bank have entered into that certain Memorandum of Agreement, dated October 28, 2020 (the “MOA”), by and between the Joint Meeting and the I-Bank; and

WHEREAS, the Local Unit and Joint Meeting desire to enter into this Agreement in order to define and confirm the Joint Meeting's obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Loan Program to the making of the Loan by the I-Bank to the Local Unit.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

REPRESENTATIONS OF THE JOINT MEETING. The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

Project. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Local Unit's allocable share of which shall constitute the Project that is being financed by the Local Unit through its issuance of its Note to the I-Bank, and the Joint Meeting intends to undertake and complete the Project in a manner consistent with the terms of the Note, including, without limitation, the Exhibits to the Note.

Organization. The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 et seq., and is duly created and validly existing under and pursuant to the Constitution and laws of the State, (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

Authority. This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by authorized officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement, and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and agreements

hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement, and for the undertaking and completion of the Project.

FEMA Reimbursement. The Joint Meeting expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, and thereupon disbursed by the Joint Meeting to the I-Bank, on behalf of the Local Unit, pursuant to the terms hereof, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Local Unit in accordance with the terms and provisions of the Note.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

COVENANTS OF THE JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

Participation in the Anticipated Financing Program. The Joint Meeting covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Local Unit in the Anticipated Financing Program and (ii) the qualification by the Local Unit for receipt of the Anticipated Long Term Loan.

Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax- exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken which would result in any

of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

Operation and Maintenance of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and promptly make all necessary and proper repairs and improvements with respect thereto.

Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Joint Meeting accounts, books, records, correspondence and files, including, without limitation, Joint Meeting records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Joint Meeting, and any other matters related to the Joint Meeting, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Joint Meeting covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

Insurance. The Joint Meeting covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Joint Meeting covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Joint Meeting and by any contractor or subcontractor for the Project.

Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, including, without limitation, those relating to the undertaking and completion of the Project, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

SUBMISSION OF REQUISITIONS BY THE JOINT MEETING; LOAN DISBURSEMENTS TO THE JOINT MEETING.

The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(d) of the Note with respect to disbursements of the Loan.

Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note. Notwithstanding the provisions of the preceding sentence, the Joint Meeting hereby covenants and agrees to disburse to the I-Bank, on behalf of the Local Unit, all reimbursement payments, if any, received by the Joint Meeting from the United States Federal Emergency Management Agency that relate to the Project, and the costs of the Project financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of the Note, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note. Such disbursement by the Joint Meeting of reimbursement payments to the I-Bank, on behalf of the Local Unit, shall be completed by the Joint Meeting as expeditiously as is practical following receipt of such reimbursement payments by the Joint Meeting, but no later than three (3) business days thereafter. The Joint Meeting shall pay such reimbursement payments to the I-Bank via electronic transfer of funds pursuant to transfer instructions that shall be obtained by the Joint Meeting from the I-Bank upon the request of the Joint Meeting. The Local Unit hereby acknowledges and agrees to such disbursement by the Joint Meeting of reimbursement payments, upon receipt thereof from the United States Federal Emergency Management Agency, to the I-Bank, on behalf of the Local Unit, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note.

EVENTS OF DEFAULT. *The following events shall constitute an “Event of Default” hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; (iii) the occurrence of a default by the Joint Meeting with respect to the*

performance of its duties and obligations pursuant to the terms of the MOA; and (iv) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an "Event of Default" pursuant to, and as defined in, the Note.

REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

MISCELLANEOUS.

Third Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties and acknowledged and agreed to by the I-Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Miscellaneous. (a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding. (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. (c) The obligations of the Joint Meeting pursuant to the terms and

provisions of this Agreement may not be assigned thereby for any reason, unless the I-Bank shall have approved said assignment in writing. (d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. (e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion. (f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

JOINT MEETING OF UNION AND ESSEX
COUNTIES

By: _____
[]
[]

BOROUGH OF ROSELLE PARK,
IN THE COUNTY OF UNION,
STATE OF NEW JERSEY

By: _____
_____,
Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____
David E. Zimmer
Executive Director

RESOLUTION NO. 244-22

AUTHORIZING THE TREASURER TO ISSUE TWO (2) CHECKS TOTALING \$90,814.31 PAYABLE TO TWO (2) LIEN HOLDERS ON TWO (2) PROPERTIES AND TWO (2) CHECKS TOTALING \$124,000.00 FROM THE TAX COLLECTOR’S PREMIUM ACCOUNT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey authorize the Tax Collector and Treasurer to issue two (2) checks totaling \$90,814.31 payable to two (2) lien holders on two (2) properties; and,

BE IT FURTHER RESOLVED that two (2) checks be issued in the total amount of \$124,000.00 from the Tax Collector’s Premium Account.

BOROUGH OF ROSELLE PARK TAX COLLECTOR ANALYSIS OF LIEN REDEMPTIONS 9/1/2022															
TSC #	BLOCK	LOT	QUAL.	PREMIUM	TOTAL AMOUNT REDEEMED	CERTIFICATE AMOUNT	REDEMPTION PENALTY PERCENTAGE	INTEREST ON CERTIFICATE DATE 9/1/2022	SEARCH FEE	RECORDING FEE	SUBSEQUENT TAXES PAID	INTEREST ON SUBSEQUENTS TO 9/1/2022	6% INTEREST PENALTY	LEGAL FEES	
CHRISTIANA TRUST/CF CE I/FIRST TRUST	20-002	309	23	\$ 59,000.00	\$ 66,231.48	\$ 17,241.56	\$ 1,034.49		\$ 12.00	\$ 55.00	\$ 38,471.98	\$ 7,529.25	\$ 1,887.20		
US BANK CUST/ACT/LEN HOLDING INC	21-003	416	6	\$ 65,000.00	\$ 24,582.83	\$ 6,044.73	\$ 241.79		\$ 12.00	\$ 55.00	\$ 16,594.20	\$ 1,635.11			
				\$ -	\$ -	\$ -	\$ -								
				\$ -	\$ -	\$ -	\$ -								
				\$ -	\$ -	\$ -	\$ -								
				\$ -	\$ -	\$ -	\$ -								
				\$ -	\$ -	\$ -	\$ -								
TOTAL				\$ 124,000.00	\$ 90,814.31	\$ 23,286.29	\$ 1,276.28	\$ -	\$ 24.00	\$ 110.00	\$ 55,066.18	\$ 9,164.36	\$ 1,887.20	\$ -	

RESOLUTION NO. 245-22

AUTHORIZING THE TAX COLLECTOR TO CANCEL CURRENT AND FUTURE PROPERTY TAXES FOR 100% EXEMPT DISABLED VETERANS

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey authorize the Tax Collector to cancel current and future property taxes for 100% disabled veterans; specifically, current property taxes as follows:

Block	Lot	Address	Q3-2022	Q4-2022	Q1-2023	Q2-2023
406	12	810 Willis Place	\$2,653.00	\$2,616.22	\$2,616.00	\$2,616.00
513	2	30 West Clay Avenue	\$2,811.00	\$2,769.53	\$2,771.00	\$2,771.00
701	7	6 East Sumner Avenue	N/A	\$2,835.68	\$2,837.00	\$2,837.00
701	32	11 East Roselle Avenue	\$3,464.00	\$3,415.61	\$3,416.00	\$3,416.00
10064		419 Sherman Avenue	\$3,823.00	\$3,767.38	\$3,769.00	\$3,769.00

The following Resolution was offered by Councilman Petrosky; seconded by Councilman Connelly.

RESOLUTION NO. 241-22

AUTHORIZING AND DIRECTING THE CHIEF ADMINISTRATIVE OFFICER TO REQUEST CERTAIN TRAFFIC REGULATION CHANGES ALONG A PORTION OF NEW JERSEY ROUTE 28, LOCALLY KNOWN AS WESTFIELD AVENUE, WITHIN THE VICINITY OF COUNTY ROAD 619, LOCALLY KNOWN AS LOCUST STREET

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Chief Administrative Officer (the “Business Administrator”) be and is hereby authorized and directed to submit any and all documents to the New Jersey Department of Transportation to request certain traffic regulation changes along a portion of New Jersey Route 28, locally known as Westfield Avenue as follows:

1. Loading Zone -
New Jersey Route 28 (Westfield Avenue) Westbound (Northerly) Side:

Between a point starting fifty (50) feet easterly from the corner curb line of Locust Street and a point fifty (50) feet easterly therefrom.

Mayor Signorello provided his feedback on the idea of having a loading zone; noted his opposition due to the overall safety of the intersection. He noted that he was not in favor of the Resolution and would be voting “no” should the vote of Council result in a tie.

Councilwoman Bellomo noted she requested this Resolution at the request of the adjacent diner who is having a tough time with the use of their own parking lot; including the traffic flow of box trucks and Uber Eats delivery drivers. Note that this would be taking chaos out of the parking lot during their busy times. She further noted that the diner was not looking for the entire strip of parking spaces to be dedicated to them, but rather one or two spots – the established would be happy with one to accommodate delivery drivers.

Mayor Signorello noted his aversion to relocating havoc or chaos from a parking lot to a busy state highway and difficult intersection.

Councilman-at-Large Signorello provided his input on his opposition to the Resolution. Noted that he personally witnessed a very bad accident at the subject intersection, and was not in favor of adding more variables. He indicated that it may be best to wait and see if traffic calms after the completion of the Gordon Street Bridge project; the project which is forcing a lot of traffic toward the Locust Street and Westfield Avenue intersection being discussed.

<input type="checkbox"/> Vote Record – Resolution No. 241-22					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Petrosky	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Connelly	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Defeated	Johnson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Signorello, Jr.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Robaina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bellomo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REPORTS OF BOROUGH COUNCIL

Councilman Johnson

Recognized the month September as Suicide Prevention Month; noted the importance of awareness and outreach programs. Encouraged anyone who is witnessing a veteran in distress to contact the veteran crisis hotline; provided the number for the hotline.

Noted that on August 31st he attended a Diversity and Inclusion Committee meeting, regarding the upcoming Anti-Bullying and Youth event.

Provided an update on the infrastructure improvements coming to Union Road. Indicated that a bid notice was published earlier in the day and an award would hopefully be made at the next meeting of the governing body.

Received resident concerns of speeding coming off of East Westfield Avenue onto Sheridan Avenue. He, the Chief of Police and Administrator have discussed ways to minimize this concern with school year approaching. He noted that traffic calming measures were implemented earlier in the year – including rumble strips and blinking “Stop” signs.

Thanked Police Chief McCaffery for reaching out to the County to conduct a formal traffic study which will provide traffic data; noted that the data received from the study will help provide a picture for what issues are truly present, and provide a roadmap for the tools needed to address the matters and make the area as safe as possible.

Noted that on Monday, August 29th, nine crosswalks were added to East Grant Avenue. Thanks Ms. Casais for his assistance to the residents in the First and Second Wards benefitting from this traffic striping.

Noted that a series of flashing beacons and school zone signage was recently ordered for East Grant Avenue near and surrounding Sherman Elementary School. He noted the objective of acquiring these items was to make pedestrian crossing safer for all. He noted that the project was expected to commence mid-October 2022; indicated that there could be delays expected due to ongoing supply-chain shortages.

Advised all residents that their voice matters, and that he would always put the needs of Roselle Park residents first.

Provided contact information.

Councilman Johnson left the meeting at 7:42pm.

Councilman Signorello

Noted he was working with Councilman Petrosky to address the darkness, light outages, and lack of lighting by Aldene Park.

Reminded all that if there is a street light out, it should be reported to Clerk’s Office at Borough Hall.

Made note of important safety improvements to the East Clay Avenue and Walnut Street intersection with the help of the Chief Police, Administrator and Superintendent of Public Works. He indicated that the flashing “stop” sign lights would be there all the time.

Provided contact information.

Councilwoman Petrosky

Expressed condolences to the Szwedo and Hannon families.

Stated that on Monday, August 29th he attended an emergency JMEUC meeting with Mr. Blum and Mr. Casais.

Stated that on August 21st he attended a regular JMEUC meeting.

Made note of various coming Borough events for September and October 2022.

Provided contact information.

Councilwoman Bellomo

Stated that while it had been discussed earlier in the meeting, she wanted to note the concerns of Third Ward residents related to half-paved roads.

Noted Dowling's Irish Pub & Restaurant was selected as September 2022 Business of the month. Provided an overview as to why she chose Dowling's, thanked the ownership of Dowling's for their commitment to Roselle Park, and commended them for their resiliency and tenacity.

Noted on September 10th Dowling's would be having a block party to celebrate seven years of being a part of the Roselle Park community.

Noted Roselle Park Small Business Network would be meeting on September 27th for owners of businesses in Roselle Park.

Noted the partnership between the Roselle Park Police Department and Positively Roselle Park to collect school supplies for those in need in the community.

Noted that the Roselle Park Library has a notary. Also noted that on September 21st there would be a Library Board meeting.

Stated that she attended the recent Environmental Commission meeting at the Casano Center.

Provided contact information.

Councilman Connelly

Stated that with all local kids going back to school he wanted to note the "no turn" rule at Locust Street and Clay Avenue.

Thanked those who voted "no: on Resolution No. 241-22.

Asked all to not take September 11th lightly.

Thanked Councilman Johnson for mentioning Suicide Prevention Awareness Month.

Provided contact information.

Councilman Robaina

Stated that August 31st was the last cooldown. Thanked everyone who helped.

Noted a variety of concerns related to Aldene Park; stated he would be working though the same with the administration.

Attended a meeting regarding controlling the spread of spotted lantern flies.

Noted a variety of upcoming meetings and events.

Provided his report in Spanish.

Wished a happy Labor Day weekend to all.

Provided contact information.

Mayor Signorello

Noted the Casano Center Food Pantry was running low. Stated that donations were needed.

Noted close-out of contracts with the Department of Public Works union; stated that the Borough will be hiring a shade tree operator and several part-time laborers.

Noted is had been a year since Storm Ida. Stated he was proud to say the Borough had done a lot of work with storm water mitigation. He further noted that the Borough would be taking on a full stormwater assessment beginning this fall to see where improvement can be further made.

Provided contact information.

PUBLIC PORTION

Councilman Petrosky moved at 8:02 p.m. to open the public comment portion of the meeting on any subject matter; seconded by Councilman Connelly, five members present voting Aye and one absent, said motion was adopted.

Ann Dinkell., 324 Walnut Street, Roselle Park, NJ 07204

Stated that she was a Member of the Roselle Park Historical Society; Noted a need for members and resources.

Noted they were working on reorganizing such as, cleaning, painting and many other things.

Noted the Historical Society also needs donations.

Noted that she was in contact with Superintendent Baiamonte at the Department of Public Works, but was in need of assistance getting things organized. Stated that she had to take time off of work, but no one showed up and was advised of a last-minute cancellation.

Mayor Signorello noted the Borough would get quotes to outsource the painting needed at the museum. He indicated that he understands the needs presented to be a priority and he would be keeping a close eye on it to ensure progress is made toward the Borough and Historical Society's goals. He further noted the Historical Museum may be moving to a different location in the future.

Jose DeIorio, 824 Larch Street

Noted he believes there was a change in the redevelopment agreement regarding the move of the Historical Society Museum to Romerovski redevelopment area; suggested it be checked on.

Mayor Signorello and Administrator Casais noted that they would confirm the usage of the Borough's public space at the Fernmoor/Romerovski redevelopment site.

Asked if there was any update on retail space at the 240 and 250 West Westfield Avenue/ Meridia project.

Mayor Signorello noted there was an update. The redevelopers agreement only calls for commercial space, no specifically a restaurant. He noted that a commercial component was moving forward.

Mr. Casais noted that there was some initial confusion about this matter because the application for the PILOT Agreement indicated that the Meridia intended on constructing a full service bar and restaurant when the application was submitted; however, when reviewed by legal counsel, the Borough was advised that the developer was not beholden to constructing a bar/restaurant as that was not specified in the redevelopment plan or agreement.

There being no one wishing to speak, Councilman Petrosky moved at 8:15 p.m. to close the public comment portion of the meeting on any subject matter; seconded by Councilman Connelly, five members present voting Aye and one absent, said motion was adopted.

ADJOURNMENT

There being no further business to come before the meeting, Councilman Petrosky moved at 8:15p.m. to adjourn; seconded by Councilman Connelly, five members present voting Aye and one absent, said motion was adopted.

Attest:

Andrew J. Casais, RMC
Borough Clerk