

APRIL 6, 2023 REGULAR MEETING OF MAYOR AND COUNCIL

READING OF PUBLIC MEETINGS LAW ARTICLE

Mayor Signorello read the following statement into the record.

“This meeting is called to order pursuant to the provisions of the New Jersey Open Public Meetings Act. Notice of this meeting was included in the Annual Notice of meetings published in the Union County Local Source and the Newark Star-Ledger on January 12, 2023. Said notice was posted on the bulletin board reserved for public notices in the Municipal Building and has remained continuously posted as required by Statute. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Municipal Clerk.

All contracts awarded by Mayor and Council must comply with the affirmative action requirements of P.L. 1975, C. 127.

Fire exits are located in the directions I am indicating. If you are alerted for a fire, please move in a calm, orderly manner to the nearest smoke-free exit.

Proper notice having been given; the Municipal Clerk is directed to include this statement in the minutes of this meeting.”

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
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
Rosanna Lyons	Borough of Roselle Park	Councilwoman	P	7:00 PM
Khanjan S. Patel	Borough of Roselle Park	Councilman	P	7:00 PM
Joseph Signorello III	Borough of Roselle Park	Mayor	P	7:00 PM

MOMENT OF SILENCE/PRAAYER

PLEDGE OF ALLEGIANCE

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

COMMUNICATIONS

NONE

Mayor Signorello asked for a motion to move out of order to consider Resolutions Nos. 112-23, 113-23, and 114-23.

Councilman Signorello moved at 7:06 p.m. to move out of order to consider Resolutions No. 112-23, 113-23, 114-23; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

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

The following Resolutions was offered by Councilman Signorello; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Mayor Signorello noted they are great men and we are excited to promote them.

RESOLUTION NO. 112-23

PROMOTING LIEUTENANT KEITH WINTERMUTE TO THE RANK OF CAPTAIN OF THE ROSELLE PARK POLICE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Lieutenant Keith Wintermute to the rank of Captain of the Roselle Park Police Department, effective April 10, 2023, at the prorated annual salary of \$134,060.00.

<input type="checkbox"/> Vote Record – Resolution No. 112-23		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	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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"/>

Chief Frino noted and highlighted Captain Wintermute’s career here in Roselle Park. It’s always a pleasure to work with Captain Wintermute. Captain Wintermute always gets the job done in his calming fashion. He’s received numerous awards and commendations. Congratulated Captain Wintermute on his new position as Captain.

Captain Wintermute noted he’s truly humbled to be the next Captain of the Roselle Park Police Department. Thanked everyone for the love and support.

RESOLUTION NO. 113-23

PROMOTING SERGEANT MATTHEW DISANO TO THE RANK OF LIEUTENANT OF THE ROSELLE PARK POLICE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Sergeant Matthew Disano to the rank of Lieutenant of the Roselle Park Police Department, effective April 10, 2023, at the prorated annual salary of \$129,074.00.

<input type="checkbox"/> Vote Record – Resolution No. 113-23		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	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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"/>

Captain Frino wanted to highlight some of Lieutenant Disano’s career. Lieutenant Disano has

received numerous awards and commendations. Lieutenant Disano is an asset to the Roselle Park Police Department. Captain Frino is looking forward to be working with Lieutenant Disano in his new position as Lieutenant.

Lieutenant Disano thanked everyone for their support. Lieutenant Disano always considered himself to be a student of his profession. He will continue to exceed the standard and request for excellence. Lieutenant Disano promises to the professionals he serves alongside to continue to serve with them faithfully, with dignity and honor.

RESOLUTION NO. 114-23

PROMOTING PATROLMAN JOHN FITZGERALD TO THE RANK OF SERGEANT OF THE ROSELLE PARK POLICE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Patrolman John Fitzgerald to the rank of Sergeant of the Roselle Park Police Department, effective April 10, 2023, at the prorated annual salary of \$122,338.00.

<input type="checkbox"/> Vote Record – Resolution No. 114-23		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	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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"/>

Captain Frino noted and highlighted Sergeant Fitzgerald’s career. Sergeant Fitzgerald has received numerous awards and commendations. Congratulated Sergeant Fitzgerald on his new position and knows Sergeant Fitzgerald will do a great job.

Sergeant Fitzgerald congratulated all who were promoted. Sergeant Fitzgerald thanked everyone for the help and support throughout the years. Sergeant Fitzgerald promised to hold up their expectations and standards they have been set. Sergeant Fitzgerald noted to his officers that he will be working with; that he will be the best supervisor he can be and to be fair, just and keep his sense of humor.

Mayor Signorello asked for a motion to recess subject to the call of the chair.

Councilman Signorello moved to recess subject to the call of the chair; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Mayor Signorello asked for a motion to reconvene.

Councilman Signorello moved to reconvene; seconded by Councilman Johnson, all members present voting Aye, said motion to reconvene.

PROCLAMATIONS & PRESENTATIONS

1. Proclamation: Autism Awareness Month

Mayor Signorello noted, mentioned and acknowledged its Autism Awareness Month. The presenting of the proclamation will be at the next meeting.

2. Proclamation: Child Abuse Prevention Month.

Mayor Signorello read a proclamation for Child Abuse Prevention Month. Ms. Julie Ford of CASA of Union County noted a CASA is a court appointed special advocate who are assigned to one foster child or siblings. They are the eyes and ears for the child. The other CASA volunteer, Mia Lopez could not attend tonight's meeting. CASA of Union County would like to thank Mayor and Council for issuing this proclamation. Their priority is bringing attention to their mission as CASA to protect the best interest of the county's children. They are working to further raise awareness about the youth they serve through blue flags display which represents four youth in the system in Union County; which are displayed outside the Veterans Memorial Library.

APPROVAL OF MINUTES, PENDING ANY CORRECTIONS

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

1. Regular Meeting of February 16, 2023
2. Regular Meeting of March 2, 2023
3. Special Meeting of March 9, 2023
4. Regular Meeting of March 16, 2023
5. Special Meeting of March 23, 2023

MOTION BILLS & PAYROLLS BE NOT READ AND PASSED FOR PAYMENT

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

PUBLIC PORTION

Councilman Signorello moved to open the public comment portion of the meeting on agenda items only; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public comment portion of the meeting on agenda items only; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

REPORTS OF DEPARTMENTS

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

Noted there are few things he would like to highlight.

Noted the filing deadline for candidate for the primary election. It went well. There were no contested races in Roselle Park. The election candidates were certified and ballot drawing was today from the County Clerk.

Received a \$300,000 grant from the County of Union CDGB, CDGB2 which is for improvements to the Casano Center.

Mayor Signorello noted and thanked Administrator/Borough Clerk Casais and Community Center Director Shah for their hard work on getting the grant.

Administrator/Borough Clerk Casais noted the front and the backyard of the Casano Center will be done. Also, added the County recognizes the amount that is done at the Casano Center and particularly during the pandemic, which these funds are tied to. Expanding the footprint of the Casano Center and doing more things outdoor and internal improvements.

In the CDBG front, we are receiving for Year 49 a preliminary award of \$215,000 which is also a great help for us. The \$215,000 will go towards the resurfacing of portions of Clay Avenue. It will mirror almost what was done on Webster Avenue. It's just one block south.

Code Enforcement Department: Richard Belluscio, Construction Official

Mr. Belluscio introduced our building inspector Michael Califano, which has been with us for a year. Mr. Califano will be attending the meeting with Mr. Belluscio. Mr. Belluscio would like to expose him to the Borough form of government. Mr. Califano can be contacted specifically about projects in Mr. Belluscio absence or not available.

Mr. Belluscio reported that as of March 2023 a total of 204 permits were issued. He indicated that the total revenue related to the Uniform Construction Code (UCC) for March 2023 was \$392,063; there were no sewer connection fees, or Affordable Housing fees collected for March 2023. He reported that the total number UCC violations was 19 for the month of March. With respect to property maintenance enforcement, there were 17 court dispositions, 19 violations issued, and 6 summons issued during March 2023; fines year-to-date were \$6,053.00.

Mr. Belluscio noted the Borough's various redevelopment projects were proceeding nicely. Noted permits were issued for the footing and foundation for the Hunter Project at 140 W. Webster Avenue (Urban Renewal).

Noted the 10 West Westfield Avenue, is moving along nicely. They had a hiccup with some of the paperwork, but it's moving along.

Noted 240-250 West Westfield still has a temporary certificate of occupancy because there is no commercial tenant. At this point still waiting to hear what commercial tenant will be moving in.

Administrator/Borough Clerk noted they are also now paying a vacant store front fine. They are paying an annualized fine for as long as the store front remains vacant.

Mr. Belluscio only had one zoning completeness review for the month. It's for the amended site plan and approval for 10 West Westfield Avenue. It will be going to the Development Review Committee next week; then most likely, it will appear to the Land Use Board in May.

Community Center: Rupen Shah, Community Center Director

On March 23rd and March 30th, the seniors enjoyed live stage performances of the musical Mama Mia at the Union High School and the Adams Family Play at the Roselle Park High School. Thanked the Union High School and Roselle Park High School musical directors for donating the tickets and reserving seats for the seniors.

Noted almost one hundred residents celebrated St. Patrick's Day at the Casano Center. Thanked the Union County Commissioners for the Heat Grant and the Sunrise Diner for donating the food. Thanked Councilmen Signorello, Petrosky, Johnson and Councilwoman Lyons for attending the event. Also, thanked the volunteers who donated their time.

Mr. Shah was happy to report that the activities at the Casano Center were well participated the first quarter of the year. Most of the trips were fully reserved through the period.

Seniors took advantage of the free transportation to visit their doctors, pharmacist and hospitals.

Throughout this committees, girl scouts and non-profit organizations continue hosting their regular meetings at the Casano Center as well.

On Saturday, March 15th at 10:00 a.m. at the Casano Center is the Roselle Park Spring Clean Up.

On March 17th is the 1st MVC event of the year from 10:00 a.m. to 2:00 p.m. at the Michael Mauri Park parking lot.

On Saturday, March 22nd is the 2nd annual Meet the Borough Event from 11:00 a.m. to 1:00 p.m. at the Casano Center.

On Friday, March 28th will be celebrating the Annual Arbor Day at the Middle School.

Administrator/Borough Clerk Casais noted and introduced Kevin Boyer of Colliers Engineering. The Councilmembers may have questions regarding the projects in their areas. Mr. Casais will be happy to meet with each Councilmember individually to discuss the projects. Mr. Casais does not expect Mr. Boyer to be immediately attuned to every project going on in every ward.

Engineering: Kevin Boyer, Colliers Engineering

Mr. Boyer thanked and introduced himself to everyone. Noted the main project that is being worked on, is the storm sewer separation project. Mr. Boyer noted from an overall scope and duration, we are looking at the project starting out with due diligence phase leading out to starting construction by the end of 2025.

Fire Department: Steven Thompson, Fire Chief

Noted still actively recruiting new members for the Fire Patrol.

Noted the Fire Department, Fire Prevention Bureau and with the assistance of the Borough is sponsoring an educational program at the High School which will be on May 5th. The program is the After the Fire Program. It's a group of two survivors from the Seaton Hall Fire, where they do educational programs for the outgoing seniors on fire safety and dorms safety. Fire Department is excited to bring the program to the town.

Fire Chief Thompson met with the Meridia Contractor on Monday to go over some site planning and they will continue to have scheduled some walk throughs at the facility.

Fire Chief Thompson is anticipating a walk-through of Crossfield Products on Valley Road at the end of this month for our department training.

Noted and would like to congratulate Chief McCaffery on his retirement. Congratulated Chief Frino, Captain Wintermute, Lt. Disano and Sgt. Fitzgerald on their promotions.

Noted would like to extend their condolences and thoughts and prayers to the members of the Chicago Fire Department who had two tragic line of duty deaths in the last two days.

Recreation Department: John Ranieri, Recreation Director

Provided an overview of the goals of the Roselle Park Recreation Department.

Noted the Recreation Department had over 480 Recreation members; 164 members for the Homework Club and After Care program.

Noted spring Recreational programming: Fitness, Wrestling, Basketball, Roselle Park Performing Arts, Pickleball and Middle School/High School and Adult Volleyball and Fitness. They are in the process of finalizing the Recreation Department Summer Programming.

As far as wrestling, he is happy to report our teams are representing Roselle Park well and we have had a number of tournament champions and place winners. Noted and congratulated the following student's accomplishments.

We have 11 basketball teams practicing and competing in schools throughout the Borough and the County. We have 76 games scheduled, not including playoffs and Championship Games that will be held in the Roselle Park High School main gym. In addition, we registered an All-Star Travel Tournament. Noted and congratulated the following student's accomplishments.

Noted and thanked all of the volunteers that help organize and coach our recreational programs.

Congratulated Tina Schwarz, Veterans Memorial Library, Recreation Committee and Councilman Petrosky for outing on an amazing Easter Event for the youth of Roselle Park.

Councilman Petrosky congratulated Recreation Director Ranieri for his daughter Lucia Ranieri winning State and all the other winners.

Councilman Signorello thanked Mr. Ranieri for leading the Hometown Hero project together.

Provided contact information.

Scheduled Verbal Reports:

1. Administration and Borough Clerk; Andrew J. Casais, Business Administrator
2. Code Enforcement Department; Richard Belluscio, Construction Official
3. Community Center; Rupen Shah, Community Center Director
4. Engineering; Kevin Boyer, Colliers Engineering
5. Finance Department; Kenneth p. Blum, Jr., Chief Financial Officer *Excused*
6. Fire Department; Steve A. Thompson, Fire Chief
7. Police Department; Dominick Frino, Police Chief *Excused*
8. Public Works Department; Paul Baiamonte, Superintendent of Public Works *Excused*
9. Recreation Department; John Ranieri, Recreation Director

Written Reports Received:

1. Court Administrator's Report for February 2023

2. Treasurer’s Report for February 2023
3. Animal Control Officer’s Report for March 2023
4. Community Center Director’s Report for March 2023
5. Construction Official’s Report for March 2023

Councilman Signorello moved to approve the following written Reports of Departments; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

ORDINANCES

SECOND READING AND PUBLIC HEARING

Borough Clerk Casais read the following Ordinance by title.

ORDINANCE NO. 2716

AN ORDINANCE AMENDING CHAPTER 23, SECTION 1
ENTITLED, “EXCAVATION IN STREETS”

Councilman Signorello moved to open the public hearing on Ordinance No. 2716; seconded by Councilman Petrosky, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2716; second by Councilman Petrosky, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2716 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Petrosky.

Mayor Signorello noted just to recap. There will be full road paving for ripping up the streets.

Administrator/Borough Clerk stated it also raises fees for utility companies doing work in Roselle Park. Unless there’s an emergency, there should not be have paved roads.

<input type="checkbox"/> Vote Record – Ordinance No. 2716		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	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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. 2717

AN ORDINANCE AMENDING CHAPTER 19, ENTITLED “PROPERTY MAINTENANCE,” AND
ESTABLISHING SECTION 10 TO BE ENTITLED, “PUBLIC UTILITY POLES”

Councilman Signorello moved to open the public hearing on Ordinance No. 2717; seconded by Councilman Petrosky, all members present voting Aye, said motion was adopted.

There being no one wishing to speak, Councilman Signorello moved to close the public hearing on Ordinance No. 2717; second by Councilman Petrosky, all members present voting Aye, said motion was adopted.

Councilman Signorello moved that Ordinance No. 2717 be adopted on second reading and advertised as prescribed by law; seconded by Councilman Petrosky.

Councilman Johnson thanked Administrator/Borough Clerk Casais and Constructional Official Belluscio. Councilman Johnson apologized for the last-minute changes. Councilman Johnson noted that he felt it was necessary to keep the utility poles streamlined, aesthetically and safe.

<input type="checkbox"/> Vote Record – Ordinance No. 2717		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"/>
	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"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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"/>

INTRODUCTION

Borough Clerk Casais read the following Ordinance by title.

ORDINANCE NO. 2718

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 7 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED “TRAFFIC” AS THEY RELATE TO PARKING REGULATIONS ON BRIDGE STREET

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 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Amendments to Parking Time Limited on Certain Streets

§ 7-12 PARKING TIME LIMITED ON CERTAIN STREETS.

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described, except where other parking regulations have been provided for.

Name of Street	Sides	Time Limit	Hours	Location
[...]				
Bridge Street	East	1 hour	8:00 a.m. to 6:00 p.m. Monday thru Friday	Between a point 100 feet north of the northerly curbline of Westfield Avenue (Route NJ 28) and Westfield Avenue.

	West	1 hour	8:00 a.m. to 5:00 p.m. Monday thru Friday	Between a point 130 feet north of the northerly curblines of Westfield Avenue (Route NJ 28) and Westfield Avenue.
[...]				

SECTION 2. Amendments to Parking Prohibited During Certain Hours on Certain Streets

§ 7-15 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

No person shall park or stand a vehicle between the hours specified any day (except Sundays and public holidays) upon any of the streets described.

Name of Street	Sides	Hours and Days	Location
[...]			
Bridge Street	Both	9:00 a.m. to 10:00 a.m. Monday thru Friday	Entire length
	East	9:00 a.m. to 1:00 p.m. Monday thru Friday	Between a point 100 feet north of the northerly curblines of Westfield Avenue (Route NJ 28) and the southerly curblines of Webster Avenue.
	West	1:00 p.m. to 3:00 p.m. Monday thru Friday	Between a point 130 feet north of the northerly curblines of Westfield Avenue (Route NJ 28) and the southerly curblines of Webster Avenue.
[...]			

SECTION 3. Amendments to Preferential Parking Zones: Locations and Restrictions

§ 7-17.2 Preferential Parking Zones: Locations and Restrictions.

The following is a list of designated preferential parking zones wherein on the specified dates and times no parking shall be allowed except by permit and to that extent shall be considered an exception to the provisions of § 7-15, No Parking Certain Hours on Certain Streets.

Name of Street	Sides	Hours and Days	Location
[...]			
Bridge Street	East	9:00 a.m. to 1:00 p.m. Monday thru Friday 12:00 a.m. to 4:00 a.m.	Between a point 100 feet north of the northerly curblines of Westfield

		Every Day	Avenue (Route NJ 28) and the southerly curbline of Webster Avenue. Entire length.
	West	1:00 p.m. to 3:00 p.m. Monday thru Friday 12:00 a.m. to 4:00 a.m. Every Day	Between a point 130 feet north of the northerly curbline of Westfield Avenue (Route NJ 28) and the southerly curbline of Webster Avenue.
[...]			

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 Signorello moved that Ordinance No.2718 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on April 20, 2023: seconded by Councilman Johnson.

<input type="checkbox"/> Vote Record – Ordinance No. 2718		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"/>
	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"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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. 2719

ORDINANCE AMENDING THE FINANCIAL AGREEMENT WITH ROSELLE PARK URBAN RENEWAL, LLC AND AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT IN CONNECTION THEREWITH

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

provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and,

WHEREAS, the Borough of Roselle Park, in the County of Union, New Jersey (the “**Borough**”) is authorized pursuant to the Redevelopment Law to determine whether certain parcels of land within the Borough constitute an area in need of redevelopment; and,

WHEREAS, on October 9, 2006, by Resolution No. 158-06, the Borough Council (the “**Borough Council**”) designated an approximately 4.68 acre parcel identified as Block 213, Lot 1 (the “**Phase 1 Property**”) and Block 314, Lot 1 (the “**Phase 2 Property**”) and together with the Phase 1 Property, the “**Property**”) on the official tax maps of the Borough, commonly known as 404-450 Westfield Avenue and referred to as the “Romerovski Site” as an “area in need of redevelopment” in accordance with the criteria set forth in the Redevelopment Law; and,

WHEREAS, Roselle Park Urban Renewal, LLC (“**Entity**”) is the owner of the Phase 1 Property and Roselle Park Urban Renewal 2, LLC (“(the “**Transferee Entity**”) is the owner of the Phase 2 Property; and,

WHEREAS, the Entity and the Transferee Entity are affiliates of Roselle Park VP, LLC (the “**Redeveloper**”); and,

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

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

WHEREAS, by virtue of Ordinance No. 2201, the Borough adopted a redevelopment plan providing the development standards for the Property entitled the “Romerovski Site Redevelopment Plan,” which was subsequently amended on October 4, 2007 pursuant to Ordinance No. 2217, on February 20, 2008 pursuant to Ordinance No. 2236, and on February 19, 2009 pursuant to Ordinance No. 2258 whereby it was renamed the “Amended Romerovski Redevelopment Plan” (collectively, the “**Redevelopment Plan**”); and,

WHEREAS, on January 31, 2007, Redeveloper filed a builder's remedy Complaint in the Law Division of the Superior Court of New Jersey, Union County (the “**Litigation**”) against the Borough and Borough Land Use Board (the “**Land Use Board**”), including allegations that the Borough had not complied with its obligation to create a realistic opportunity for the provision of its fair share of affordable housing for low and moderate income households; and,

WHEREAS, on October 2, 2009, as the result of negotiations and the Litigation, the Redeveloper, the Borough, and the Land Use Board entered into a Redeveloper’s Agreement and Agreement Settling Litigation by and among the Borough, the Land Use Board, and Redeveloper (the “**Original Redevelopment Agreement**”), pursuant to which Redeveloper had the right to redevelop the Property by constructing thereon a project consisting of: (a) a rental apartment development consisting of two hundred forty-nine (249) units, of which the thirty-seven (37) units were to be Affordable Rental Units; (b) redevelopment of the Demised Premises which includes the Historical Society Museum and the Historical Society Museum Surface Parking Facilities; and (c) related surface and deck parking facilities, and other amenities; all as set forth in the concept plan attached to the Original Redevelopment Agreement (the “**Original Redevelopment Project**”); and,

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

WHEREAS, the Entity an urban renewal entity qualified to do business under the provisions of the LTTE Law was formed by the Redeveloper with the intention that the Entity acquire, own and redevelop the Original Redevelopment Project; and,

WHEREAS, on or about June 12, 2009, the Entity filed an application seeking approval for an exemption from municipal taxation for the Original Redevelopment Project and for a payment in lieu of taxes in the form of annual service charges in accordance with *N.J.S.A. 40A:20-8* of the LTTE Law, and

approval of a financial agreement setting forth the terms of an exemption from municipal taxation with respect to the Original Redevelopment Project and for a payment in lieu of taxes of in the form of annual service charges; and,

WHEREAS, the Borough and Entity entered into that certain Financial Agreement dated November 3, 2009 (the “**Financial Agreement**”) which set forth the terms of an exemption from municipal taxation for the Original Redevelopment Project and for a payment in lieu of taxes in the form of annual service charges and the obligations of the Entity with respect to the payment of annual service charges in compliance with the LTTE Law; and,

WHEREAS, thereafter, in accordance with the terms of the Original Redevelopment Agreement, the Redeveloper determined to replace one member of the Redeveloper, AvalonBay Communities, LLC (“**AvalonBay**”), with Fernmoor Homes, LLC (“**Fernmoor**”); and

WHEREAS, the Redeveloper and Borough entered into that certain first amendment to the Original Redevelopment Agreement, dated December 20, 2018 (the “**First Amendment**” and together with the Original Redevelopment Agreement, the “**First Amended Redevelopment Agreement**”), pursuant to which the Borough and Redeveloper agreed to, among other things, (a) allow Fernmoor to replace AvalonBay as a member in the limited liability company known as Roselle Park VP, LLC, and (b) certain extensions of the time periods for certain contingencies present in the Original Redevelopment Agreement; and,

WHEREAS, on January 27, 2020, the Redeveloper obtained approval from the Land Use Board by virtue of Land Use Board Resolution No. 2019-006 (the “**Land Use Board Resolution**”), to redevelop the Property with a mixed-use project consisting of two hundred eighteen (218) residential rental units including one hundred eighty-five (185) market rate rental units and thirty-three (33) Affordable Rental Units with site improvements including landscaping, parking, lighting sidewalks and a retaining wall (collectively, the “**Redevelopment Project**”); and,

WHEREAS, toward those ends, and as authorized by Resolution No. 324-21, adopted by the Borough Council on October 7, 2021, the Borough and Redeveloper entered into that certain second amendment to the First Amended Redevelopment Agreement, dated March 22, 2022 (the “**Second Amendment**” and together with the First Amended Redevelopment Agreement, the “**Second Amended Redevelopment Agreement**”) pursuant to which the Borough and Redeveloper agreed to, among other things, (a) modify the description of the Original Redevelopment Project to be constructed on the Property to include the construction of the Redevelopment Project, and (b) a phasing plan for the Redevelopment Project; and,

WHEREAS, consistent with the Land Use Board Resolution and the Second Amended Redevelopment Agreement, Phase 1 of the Redevelopment Project shall be located on the Phase 1 Property and consist of (i) the acquisition of the Phase 1 Property, (ii) demolishing existing structures thereon, and (iii) constructing thereon a mixed use commercial and residential project consisting of eighty-seven (87) residential units, ninety-three (93) parking spaces, approximately 1,850 square feet of retail space, club house space, a leasing office, a swimming pool, and appropriate on-site and off-site infrastructure improvements, amenities and related improvements including, but not limited to, landscaping, parking, lighting, sidewalks, and a retaining wall (the “**Phase 1 Project**”); and Phase 2 of the Redevelopment Project shall be located on the Phase 2 Property and consist of (i) the acquisition of the Phase 2 Property, (ii) demolishing existing structures thereon, and (iii) constructing thereon a residential project consisting of one hundred thirty-one (131) residential units, one hundred thirty-four (134) parking spaces, a courtyard, and appropriate on-site and off-site infrastructure improvements, amenities and related improvements including, but not limited to, landscaping, parking, lighting, sidewalks, and a retaining wall (the “**Phase 2 Project**”); and,

WHEREAS, the Entity has financed and commenced construction of the Phase 1 Project; and,

WHEREAS, Sections 7.1.1 and 7.1.2 of the Financial Agreement contemplate the transfer interest in the Financial Agreement to another urban renewal entity qualified to do business under the provisions of the LTTE Law; and,

WHEREAS, the Transferee Entity is validly formed urban renewal entity qualified to do business

under the provisions of the LTTE Law; and,

WHEREAS, the Entity now seeks the approval of the Borough, pursuant to section 7.1.1 and 7.1.2 of the Financial Agreement, to assign to Transferee Entity, all of Entity's rights in and to, and obligations under, the Financial Agreement with respect to the Phase 2 Project and Transferee Entity desires to assume all of Entity's rights in and to, and obligations under, the Financial Agreement with respect to the Phase 2 Project; and,

WHEREAS, on September 9, 2022, Entity submitted an application requesting the Borough's consent to Entity's transfer and assignment of all of Entity's rights in and to, and obligations under, the Financial Agreement with respect to the Phase 2 Project to the Transferee Entity (the "**Transfer Application**"); and,

WHEREAS, the Transfer Application has been received by the Borough, and upon review of the Transfer Application, the Borough has determined that the Transferee Entity controls or is controlled by an entity that has successfully developed and constructed a project analogous in size and scope to the Phase 2 Project as required by Section 7.1.2 of the Financial Agreement; and,

WHEREAS, the Borough desires to approve Entity's Transfer Application, and acknowledge an Assignment and Assumption Agreement, a form of which is attached hereto as **Exhibit A**, between the Entity and the Transferee Entity (the "**Assignment and Assumption Agreement**") providing for the transfer and assignment of all of Entity's rights in and to, and obligations under, the Financial Agreement with respect to the Phase 2 Project.

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

SECTION 1.

The recitals are incorporated by reference as if set forth in full.

SECTION 2.

The Transfer Application submitted by Entity is hereby approved in accordance with the Financial Agreement and the LTTE Law, and the Borough hereby consents to the transfer and assignment of all of Entity's rights in and to, and obligations under, the Financial Agreement with respect to the Phase 2 Project by Entity to Transferee Entity.

SECTION 3.

The Borough's Mayor and Clerk, in consultation with counsel to the Borough, is hereby authorized to prepare, amend and execute all documents necessary to effectuate this ordinance and the transfer contemplated and approved by this ordinance, including but not limited to an acknowledgment of Assignment and Assumption Agreement, a form of which is attached hereto as **Exhibit A** ("**Assignment Agreement**"), subject to modification or revisions, as deemed necessary and appropriate in consultation with Borough professionals and counsel.

SECTION 4.

An exemption from taxation as set forth in the Financial Agreement is hereby granted to Transferee Entity, as successor in interest to the Entity, and references in the Financial Agreement to the "Urban Renewal Entity" of the "Entity" or an "Owner" as to the Phase 2 Project shall be deemed to refer to the Transferee Entity from and after the date of execution of the Assignment Agreement; no other terms of the Financial Agreement (including the term of the tax exemption) are amended by this Ordinance.

SECTION 5.

The Borough Clerk shall file a certified copy of this ordinance and the executed Assignment Agreement with the Tax Assessor of the Borough in accordance with Section 12 of the LTTE Law.

SECTION 6.

In accordance with Section 12 of the LTTE Law, within ten (10) calendar days following the later of the effective date of this ordinance or the execution of the First Amendment by the Entity, the Township Clerk shall transmit a certified copy of this ordinance and the First Amendment to the chief financial officer of Union County and to the Union County Counsel for informational purposes.

SECTION 7.

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

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

Councilman Signorello moved that Ordinance No.2719 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on May 4, 2023: seconded by Councilman Johnson.

Ms. Fran McManimon, Redevelopment Council and Mickey Perrotta, Associate attended the meeting. Ms. McManimon noted this Ordinance pertains to a financial agreement that the Borough executed back 2009 in connection with the project that’s being developed on the Romerovski Property. The project is being developed in two phases. The redeveloper is financing each phase separately. The lenders for the redeveloper are requiring that a separate corporate entity be formed and established for each phase. In connection with that, the rights under the financial agreement be assigned to the separate corporate entity for the second phase. Currently, the redeveloper is Roselle Park Urban Renewal and that the developer for phase 1. For phase 2 they established a 2nd Urban Renewal entity called Roselle Park Urban Renewal II. That would be the same principle as the first Urban Renewal entity. Now the 2nd Urban Renewal entity will be responsible for the development of phase 2. All the rights and obligations and duties under the financial agreement will now be assigned to the 2nd Urban Renewal entity for phase 2. The redeveloper is requesting the consent of our Borough. The financial agreement requires the Borough consent any assignment of the interest of the financial agreement. That is why there’s an authorization for an execution for assignment of the financial agreement. None of the terms of the financial agreement is not changing at all.

Mayor Signorello noted it’s a procedural for finance purposes.

<input type="checkbox"/> Vote Record – Ordinance No. 2719		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"/>
	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"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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. 2720

AN ORDINANCE AMENDING CHAPTER 27, SECTION 6, SUBSECTION 3 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED “IMPOSITION OF CHARGES”

BE IT ORDAINED by the Mayor and Council of the Borough of Roselle Park, County of Union and State of New Jersey that Chapter 27, Section 6, Subsection 3 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Amendments to Non-Industrial Rates

§ 27-6.3 Imposition of Charges.

- a. All residential, commercial, industrial, institutional and governmental users, except municipal and local school district users, shall be charged at a uniform rate for domestic waste contributed to said system. The rate for the aforesaid usage shall be based on the water consumption in cubic feet consumed at any such premises based on the consumption readings as reported by New Jersey American Water Company for the period of twelve (12) months which can be most closely defined as the preceding year. The rate of charges shall be ~~three (\$3.00)~~ **four (\$4.00)** dollars for ~~2022~~ **2023**. The unit basis for such charge shall consist of one hundred (100) cubic feet of water consumed. The minimum annual charge to be imposed pursuant to this section shall be ~~fifty-seven (\$57.00)~~ **seventy-six (\$76.00)** dollars.

SECTION 2. Amendments to Industrial Rates

c. User Charges for Industrial Wastes.

1. User charges for industrial waste shall be charged to industrial waste contributors who discharge industrial waste into the system. User charges for industrial waste shall be based upon the flow, suspended solids and biochemical oxygen demand of the waste as determined by the Borough Engineer. Sampling and measurement shall be accomplished by each industrial discharger at its own expense, and the results thereof shall be monitored by the Borough Engineer. Where deemed necessary by the Borough Engineer, permanent measurement and sampling facilities shall be installed by the industrial user at its own expense. The rate of charges for ~~2022~~ **2023** shall be ~~\$626.36~~ **\$859.02**.

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.

Councilman Signorello moved that Ordinance No. 2720 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on April 20, 2023: seconded by Councilman Johnson.

Administrator/Borough Clerk Casais gave an explanation of Ordinance No. 2270.

Vote Record – Ordinance No. 2720					
		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"/>	Adopted as Amended	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Patel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Signorello	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Borough Clerk Casais read the following Ordinance by title.

ORDINANCE NO. 2721

AN ORDINANCE AMENDING CHAPTER 7, SECTION 17, SUBSECTION 1 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED “PREFERENTIAL PARKING ZONE ESTABLISHED”

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 17, Subsection 1 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Elimination of Sunset Provisions for Visitor Passes

§ 7-17.1 Preferential Parking Zone Established.

b. Establish a preferential parking zone as described in Subsection 7-17.2.

c. Issuance of Permits.

1. Issuing authority. The Borough Clerk shall issue permits for preferential parking. Applicants for such permits shall be qualified by the requirement that they present one proof of residency for dwelling units which front or side in areas designated as preferential parking zones, together with a copy of a valid vehicle registration bearing the name of the applicant. The number of permits issued to a qualified applicant who resides in a dwelling unit, or dwelling unit complex up to and including four dwelling units shall only be limited to the number of vehicle registrations provided by the qualified applicant. The number of permits issued to a qualified applicant who resides in a larger dwelling unit complex, with five or more dwelling units, shall be limited to one permit per dwelling unit. Multiday and daily visitor passes may be issued to qualified applicants, for the fee set forth below. Multiday visitor passes shall be limited to one pass per dwelling unit. There shall be no limit on the number of daily visitor passes issued to qualified applicants. ~~No visitor passes, neither multiday nor daily, shall be issued after June 30, 2023.~~

2. Fees. There will be no cost for the permit issued. The fee for multiday visitor passes shall be \$10 per pass. The fee for daily visitor passes shall be \$5 per pass.
 3. Duration of Permits. Permits issued pursuant to this subsection shall remain effective for the term July 1 through June 30, or fraction thereof, or as long as the applicant continues to reside in the qualified dwelling unit for such permit, or until the preferential parking zone for which such permit was issued is eliminated, whichever period of time is less. Multiday visitor passes shall remain effective concurrently with, and otherwise restricted in the same manner as the permits to which an underlying dwelling unit is tied. Daily visitor passes shall remain effective only for the calendar day for which it is applied. Renewals for any permits shall be applied for and issued during the month preceding the period for which a renewal is sought. Each renewal shall be subject to the same conditions and restrictions as any new application.
 4. Condition of Permits. Each permit issued shall be subject to all the conditions and restrictions set forth in this chapter and of the preferential parking zone for which it was issued, including conditions or restrictions which may be altered or amended from time to time. The issuance of such permit shall not be construed to be a permit for or approval of any violation of any provisions of this Code or any other law or regulation.
- d. Prohibitions.
1. No vehicle shall be parked or stopped adjacent to any curb in a preferential parking zone in violation of any posted or noticed prohibition or restriction, unless such vehicle shall have permanently displayed on or by the left lower corner of the rear window thereof a permit indicating an exemption from such restrictions or prohibitions; or, shall have a multiday visitor pass hung from the rearview mirror at the front of the vehicle; or shall have a daily visitor pass displayed as a placard on interior of the windshield of the vehicle.
 2. It shall be unlawful for any person to sell, rent, transfer or lease, or cause to be sold, rented, transferred or leased any preferential parking permit or visitor pass. Upon conviction for a violation of this subsection, all preferential permits issued to, or for the benefit of, the dwelling unit for which the sold, rented, transferred or leased permit was authorized shall be void and shall be returned to the Borough Clerk's office.
 3. It shall be unlawful for any person to buy any preferential parking permit or visitor pass except as otherwise provided for in this chapter.
- e. Penalty for Violation. The penalty for violation of this subsection shall be a fine not exceeding one thousand (\$1,000) dollars or imprisonment for a period of ninety (90) days, or both, and revocation of the parking permit privilege.

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 Signorello moved that Ordinance No. 2721 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on April 20, 2023: seconded by Councilman Johnson.

<input type="checkbox"/> Vote Record – Ordinance No. 2721					
		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	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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 reads the following Ordinance by title.

ORDINANCE NO. 2722

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 7 OF THE CODE OF THE BOROUGH OF ROSELLE PARK ENTITLED “TRAFFIC” AS THEY RELATE TO PARKING REGULATIONS ON UNION ROAD AND DALTON STREET

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 of the Code of the Borough of Roselle Park be and hereby is amended as follows:

SECTION 1. Parking Prohibited on Certain Streets

§ 7-14 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

Name of Street	Sides	Location
[...]		
Dalton Street	West	Entire length Between the northerly curbline of Westfield Avenue (NJ Route 28) and a point 160 feet north of the

		northerly curbline of Westfield Avenue (NJ Route 28).
[...]		
Union Road	East	Entire length Between the northerly curbline of Westfield Avenue (NJ Route 28) of a point 225 feet north of the northerly curbline of Westfield Avenue (NJ Route 28).
[...]		

SECTION 2. Parking During Certain Hours on Certain Streets

§ 7-15 PARKING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS.

No person shall park or stand a vehicle between the hours specified any day (~~except Sundays and public holidays~~) upon any of the streets described.

Name of Street	Sides	Hours and Days	Location
[...]			
Dalton Street	West	All days and hours Except except 1:00 p.m. to 3:00 p.m. Monday	Entire length Between a point 160 feet north of the northerly curbline of Westfield Avenue (NJ Route 28) and the southerly curbline of Grant Avenue.
	East	1:00 p.m. to 3:00 p.m. Monday	Entire length.
[...]			
Union Road	West	1:00 to 3:00 p.m Tuesday	Entire length
	East	All days and hours Except except 1:00 p.m. to 3:00 p.m. Monday	Entire length Between a point 225 feet north of the northerly curbline of Westfield Avenue (NJ Route 28) and the southerly curbline of Grant Avenue.
	West	1:00 p.m. to 3:00 p.m. Monday	Entire length.
[...]			

SECTION 3. Amendments to Preferential Parking Zones: Locations and Restrictions

§ 7-17.2 Preferential Parking Zones: Locations and Restrictions.

The following is a list of designated preferential parking zones wherein on the specified dates and times no parking shall be allowed except by permit and to that extent shall be considered an exception to the provisions of § 7-15, No Parking Certain Hours on Certain Streets.

Name of Street	Sides	Hours and Days	Location
[...]			
Bridge Street	East	<p>9:00 a.m. to 1:00 p.m. Monday thru Friday 12:00 a.m. to 4:00 a.m. Every Day</p>	<p>Between a point 100 feet north of the northerly curblines of Westfield Avenue (Route NJ 28) and the southerly curblines of Webster Avenue. Entire length.</p>
	West	<p>1:00 p.m. to 3:00 p.m. Monday thru Friday 12:00 a.m. to 4:00 a.m. Every Day</p>	<p>Between a point 130 feet north of the northerly curblines of Westfield Avenue (Route NJ 28) and the southerly curblines of Webster Avenue.</p>
[...]			

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.

Councilman Signorello moved that Ordinance No. 2722 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on April 20, 2023: seconded by Councilman Johnson.

<input type="checkbox"/> Vote Record – Ordinance No. 2722					
		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"/>
	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"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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 read the following Ordinance by title.

ORDINANCE NO. 2723

AN ORDINANCE APPROPRIATING \$400,000 RECEIVED FROM THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM TO PROVIDE FOR VARIOUS CAPITAL IMPROVEMENTS IN THE BOROUGH OF ROSELLE PARK

BE IT ORDAINED by the Borough Council of the Borough of Roselle Park, County of Union, State of New Jersey, with not less than two-thirds of all members thereof affirmatively concurring, as follows:

SECTION 1.

\$400,000 available in the Reserve for American Rescue Plan Grant Funds of the Borough of Roselle Park, a municipal corporation of the State of New Jersey (the “Borough”) received pursuant to the Coronavirus State and Local Fiscal Recovery Funds Program is hereby appropriated as follows: \$400,000 for various storm sewer improvements associated with the Elizabeth Sewer Separation project, including all work and materials necessary therefor or incidental thereto.

SECTION 2.

The Capital Budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith.

SECTION 3.

This Ordinance shall become effective upon publication of the Notice of Final Adoption prepared by the Office of the Borough Clerk, in accordance with the law.

Councilman Signorello moved that Ordinance No. 2723 be adopted on first reading and advertised as prescribed by law for second reading and public hearing on April 20, 2023: seconded by Councilman Johnson.

Administrator/Borough Clerk Casais said this underscores the work that Mr. Boyer, Engineer mentioned. This is going to directly support the initial phase of the work due diligence period and the preliminary designs period of the separation project with the City of Elizabeth. This will be much more money than this. We are going to seek opportunities through the infrastructure bank. It will be a multi-million dollar project at the end.

<input type="checkbox"/> Vote Record – Ordinance No. 2723					
		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	Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Signorello, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Robaina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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 Signorello; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

RESOLUTION NO. 103-23

**APPROVING RELEASE AND SETTLEMENT PAYMENT TO THE COMMUNITY
UNITED METHODIST CHURCH OF ROSELLE PARK**

WHEREAS, a Notice of Claim was filed by the Community United Methodist Church of Roselle Park (the “Claimant”) for property damage which occurred on or about April 8, 2019 approximately fifty (50) feet away from Chestnut Street on East Grant Avenue; and,

WHEREAS, the Borough and Claimant have settled all controversies among them after receiving adequate proof of Claimant’s out-of-pocket expenses incurred for the repair to the sanitary sewer system connection between the Borough of Roselle Park main line and the lateral sewer line owned by the Church; and,

WHEREAS, the parties now seek approval of the settlement payment and General Release resolving the Notice of Claim for property damage and all controversies between them.

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

1. The Borough hereby approves a settlement with Claimant in the amount of Eight-Thousand Five-Hundred Fifty Dollars and Zero Cents (\$8,550.00) and a General Release in substantially the form attached as **Exhibit A** with such changes as shall be approved on advice of counsel shall be executed by Claimant.
2. This Resolution shall take effect immediately upon adoption and certification on this Resolution by the Borough Treasurer that sufficient funds are available.

Exhibit A
GENERAL RELEASE

This RELEASE, dated _____, 2023 is given by
COMMUNITY UNITED METHODIST CHURCH, located at 301 Chestnut
Street, Roselle Park, New Jersey 07204 (hereinafter referred to as the
"RELEASOR") to the BOROUGH OF ROSELLE PARK and individuals
known and unknown (hereinafter referred to as "RELEASEE").

1. General Release. Releasor releases and gives up any and all claims and rights which Releasor may have against Releasee. This releases all claims, including those of which Releasor is not currently aware of and those not mentioned in this Release. Releasor specifically releases the following claims:

Releasor releases and gives up any and all claims and rights, including attorney's fees, which Releasor may have against Releasee, including any and all claims related in any way whatsoever to the incident that occurred between Releasor and Borough of Roselle Park on or about April 8, 2019, fifty (50) feet east of Chestnut Street on East Grant Avenue (the "Incident") regarding the connection of Church's sewer drain line to the Borough's sewer line.

With regard to the Incident, Releasor, on behalf of themselves, any of their respective attorneys, representatives, heirs, personal representatives, executors, administrators, insurers, subrogees, successors, and assigns, do hereby fully and forever release, remiss, and discharge Releasee and their current, subsidiaries, or affiliates, and each of their owners, shareholders, employees, partners, agents, directors, officers, attorneys, representatives, successors, insurers, and assign from any and all claims, demands, damages, liabilities, actions, obligations, accounts, covenants, agreements, judgments, reckonings, losses, and undertakings of any nature and kind, both in law and in equity, from the beginning of time to the Effective Date of this Release, arising out of or related directly or indirectly to the Incident, including any and all possible state or federal statutory, constitutional, contract, tort law, or any other theory of

recovery, or common law claims, and any and all other federal, state or local statutes, laws, rules, ordinances, and regulations pertaining to or related to the Incident. This release covers all claims that Releasor knew about and those they may not know about, including any and all claims for attorney's fees and costs.

2. No Admission of Liability. It is expressly understood that this Agreement is executed in connection with the compromise of a disputed claim and that it shall not constitute an admission of liability on the part of the Releasee or any admission that Releasee was negligent or in any way, violated any constitutional rights, violated any contract, violated any state or federal statute, ordinance, regulation, or violated any standard of care. Nor is it an admission that Releasee was negligent in any way or otherwise contributed to the happening of the Incident.

3. Tax Consequences. The Releasee make no representation regarding the Federal and State tax consequences of the Consideration Payment and shall not be responsible for any tax liability, interest or penalty, liens or claims incurred by Releasor, which in any way arise out of or is related to said Consideration Payment. Releasor shall be responsible for the payment of any Federal or State taxes or claims or liens there under required by law to be paid with respect to this Consideration Payment.

4. Consideration. Releasee shall pay a total settlement sum in the amount of EIGHT THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$8,550.00) within sixty (60) days upon full execution of this Release, as full and complete satisfaction of any and all claims of any kind that Releasor may have against Releasee, including, but not limited to, any

alleged damages related to the Incident. Releasee shall make one check payable to COMMUNITY UNITED METHODIST CHURCH in the amount of \$8,550.00. Releasor specifically agrees that they will not seek anything further, including but not limited to attorneys' fees or another payment, from Releasee for any reason.

5. Indemnification. Releasor agrees to indemnify and hold Releasee harmless from any liens, judgments, or claims of any type by any third parties, including attorney's fees, and any claims by anyone who contends that Releasor had no authority or right to bring or settle the lawsuit, in connection with this matter.

6. Representation by Counsel. Releasor acknowledges that they have had the opportunity to consult with counsel of their own choosing in negotiations for, and in the preparation of, this Agreement. They are fully aware of the contents and the legal effect of this Agreement, and that they are voluntarily entering into this Agreement and Release.

7. No Representations. Releasor represents and acknowledges that in executing this Agreement, they are not relying and has not relied upon any representations or statements made by Releasee or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement, or otherwise beyond the representations and statements, if any, expressly contained herein.

8. Confidentiality. Releasor covenants and agrees that the terms of this settlement and this General Release shall be confidential and that

Releasor shall not disclose them in whole or in part to anyone other than Releasor may disclose certain terms as required for financial or tax advice, or in response to a valid court order, subpoena, or discovery request.

9. Inadmissible as Evidence. This Agreement and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Agreement.

10. No Claims Permitted/Covenant Not To Sue. The Releasor represents that this matter is concluded in its entirety, and they will not file any complaint, charges or grievances against the Releasee or any of its agents, employees, officers or insurers, with any local, state or federal agency, court, or other entity and that they will not file, at any time hereafter, for any claims, known and unknown, that exist through and up to the date this agreement is executed. Releasor agrees not to voluntarily initiate, instigate, or participate in the investigation or prosecution of any action by any local, state, or federal agency, court or other entity and agrees not to contact any local, state, or federal agency, court, or other entity regarding the Releasee, unless specifically subpoenaed to appear or otherwise required to act by court order. Releasor specifically, knowingly, and voluntarily, waives the right to damages or payment of any kind relating to any matter filed by any agency against the Releasee. Nothing in this Agreement shall limit the Releasor's rights to enforce the terms and conditions set forth in this Agreement.

11. Owner of Claims. Releasor further represents and warrants

that they are the owner of and have not sold, assigned, conveyed, or otherwise transferred, prior to the execution of this Agreement, any of the released claims related to the Incident.

12. Patriot Act Compliance. Neither Releasor nor any individual or entity having an interest in Releasee or controlled by Releasor (i) is in violation of any applicable anti-money laundering or anti-bribery laws and regulations, (ii) is a person or or entity listed on the Specially Designated Nationals and Blocked Persons ("SDN") lists; (iii) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Executive Order No. 133224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Executive Order"); or (iv) is owned or controlled by, or acts for or on behalf of, any person or entity on the SDN or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Executive Order.

Releasor will use their good faith and commercially reasonable efforts to comply with the Patriot Act (as defined below) and all applicable requirements of governmental authorities having jurisdiction over Releasor including those relating to money laundering and terrorism.

For purposes hereof, the term Patriot Act refers to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act ("USA PATRIOT") Act of 2001, as the same may be amended from time to time, and corresponding provisions

of future laws.

13. Governing Law. This Release is given in the State of New Jersey and shall be governed by the laws of the State of New Jersey.

14. Miscellaneous Provisions.

a) The Parties agree to take no action which is intended, or would reasonably be expected, to disparage each other, harm each other's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to either Party.

b) If it is determined by any court of competent jurisdiction that any provisions hereof are invalid, the remaining provisions shall remain in full force and effect.

15. Who is Bound. Releasor is bound by this General Release. Anyone who succeeds to either of its respective rights and responsibilities, such as heirs or the executor(rix) of an estate, is also bound. This Release is made for the benefit of the parties hereto and all who succeed to their respective rights and responsibilities, including but not limited to heirs or the executor(rix) of an estate.

16. Signatures. Releasor acknowledges that they have read and received a written copy of this Agreement in its entirety, understands all of its terms and signs it of their own free will and accord, accordingly, they have not been coerced in any manner to execute this Agreement. Releasor also acknowledges and agrees that they have had the opportunity to consult with counsel, during the discussions and negotiation of this Agreement and have

been a given a reasonable and sufficient period of time in which to consider
and return this Agreement.

RESOLUTION NO. 104-23

AUTHORIZING A \$35,300.00 INCREASE TO THE PROFESSIONAL SERVICE CONTRACT
WITH COMMUNITY GRANTS, PLANNING & HOUSING, LLC FOR AFFORDABLE
HOUSING PROGRAM ADMINISTRATION FOR THE YEAR 2023 REFLECTING A
REVISED CONTRACT AMOUNT NOT TO EXCEED \$50,300.00

WHEREAS, Community Grants, Planning & Housing, LLC (CGP&H) was awarded a contract in an amount not to exceed \$15,000.00 by the Qualified Purchasing Agent to continue the provision of such Professional Services necessary to administer the Borough of Roselle Park's (the "Borough's") Housing Rehabilitation Program; and,

WHEREAS, in consultation with CGP&H and the Borough's Affordable Housing Attorney, the Borough seeks to revise its Affordable Housing Spending Plan, implement and administer an Affordability Assistance Program, and continue its Housing Rehabilitation Program; and,

WHEREAS, CGP&H has demonstrated the capability and credentials to meet the objectives established by the Borough as they pertain for administration of the Borough's Affordable Housing programs; and,

WHEREAS, adjustments to the maximum contract amount authorized by way of Purchase Order No. 20230551 have been deemed necessary, as attested by the Chief Financial Officer, to ensure the continuation and permit the expansion of services; and,

WHEREAS, the governing body acknowledges and memorializes the Qualified Purchasing Agent's determination that the value of the contractual acquisitions so stated within the foregoing Resolution will or may likely be in excess of \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey, in accordance with the provisions of *N.J.A.C. 5:30-11.6 et seq.*, hereby authorize a \$35,300.00 increase to the maximum contract amount awarded to CGP&H for Affordable Housing Program Administration for the Borough of Roselle Park, with a revised maximum contract amount not to exceed \$50,300.00 for year 2023; and,

BE IT FURTHER RESOLVED that that a non-fair and open contract for Professional Services expiring December 31, 2023 be and hereby is awarded to CGP&H for Affordable Housing Program Administration; and,

BE IT FURTHER RESOLVED that CGP&H has completed and submitted a Political Contribution Disclosure Form and a Business Entity Disclosure Certification, the latter of which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Borough in the previous one year, and that contract so awarded will prohibit them from making any reportable contributions through the term of the contract; and,

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the terms authorized in **Exhibit A** hereof.

RESOLUTION NO. 105-23

AUTHORIZING A PROGRAM AGREEMENT BETWEEN THE BOROUGH OF ROSELLE PARK
AND JAMES LAFORGE IN CONNECTION WITH ROSELLE PARK HOUSING REHABILITATION
PROGRAM CASE NO. RP-50 FOR THE IMPROVEMENT OF THE PROPERTY LOCATED AT 151
WEST ROSELLE AVENUE KNOWN AS BLOCK 402, LOT 19 OF THE MUNICIPAL TAX MAP

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize an agreement between the Borough of Roselle Park (hereinafter, the “Borough”) and James Laforge in connection with Roselle Park Housing Rehabilitation Program Case No. RP-50 for the improvement of the property located at 151 West Roselle Avenue, Roselle Park, New Jersey 07204 known as Block 402, Lot 19 of the municipal tax map.

RESOLUTION NO. 106-23

APPOINTING JOSEPH J. EGIDIO AS A PART-TIME
COVERING ELECTRICAL SUBCODE INSPECTOR

WHEREAS, the Construction Official of the Borough of Roselle Park (hereinafter, the “Borough”) has determined there to be a need for additional Uniform Construction Code Covering Inspectors in order to render services to the community at a level both expected by practice and required by New Jersey statute; and,

WHEREAS, the Construction Official, likewise, recommends the appointment of one or more additional Covering Inspectors; and,

WHEREAS, the Mayor and Council (hereinafter, the “Governing Body”) of the Borough concur with Construction Official and wish to make and confirm the appointment of an additional Covering Inspector.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Joseph J. Egidio of 847 County Road 519, Frenchtown, New Jersey 08825 be and is hereby appointed to the position of part-time Covering Electrical Subcode Inspector effective April 3, 2023 at a rate of \$39.00 per hour.

RESOLUTION NO. 107-23

APPROVING THE TIME-DUE CALCULATION AND TERMS
OF FINAL PAYMENT FOR DANIEL J. MCCAFFERY

WHEREAS, Daniel J. McCaffery retired from employment with the Borough of Roselle Park effective April 1, 2023; and,

WHEREAS, it has been agreed by the Mayor and Council of the Borough of Roselle Park and Daniel J. McCaffery that the break-down of time-due compensation will be paid as follows:

<u>Description</u>	<u>Amount of Days/Hours</u>	<u>Daily/Hourly Rate</u>	<u>Amount Due</u>
2023 Vacation Days	25 Days	\$666.27	\$16,656.75
2023 Personal Days	3 Days	\$666.27	\$1,998.81
2023 Sick Days	102.89 Days	\$666.27	\$68,552.52
2023 Holidays	6 Days	\$666.27	\$3,997.62
2024 Vacation Days (25 Vacation Days, Prorated for 3 Months)	6.25 Days	\$666.27	\$4,164.19
Terminal Leave	90 Days	\$666.27	\$59,964.30
Total Due			<u>\$155,334.19</u>

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that the Chief Financial Officer is hereby directed to pay Daniel J. McCaffery the entitled compensation at the above schedule.

RESOLUTION NO. 108-23

AWARDING A GOODS AND SERVICES CONTRACT TO AXON ENTERPRISE, INC. FOR POLICE FLEET CAMERAS AND MAINTENANCE PURSUANT TO NEW JERSEY STATE CONTRACT NO. 17-FLEET-00738 IN AN AMOUNT NOT TO EXCEED \$3,492.00 FOR 2023 GAP COVERAGE, AND THE ADDED COSTS ASSOCIATED WITH FIVE-YEAR MAINTENANCE SUBJECT TO ANNUAL AVAILABLE FUNDING CERTIFICATIONS

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a goods and services contract or contracts, as may be needed, be awarded to Axon Enterprise, Inc. of 17800 North 85th Street, Scottsdale, Arizona 85255, for Police Fleet Cameras and Maintenance pursuant to New Jersey State Contract No. 17-FLEET-00738 in an amount not to exceed three-thousand four-hundred ninety-two dollars and zero cents (\$3,492.00) for 2023 Gap Coverage ending December 31, 2023; and,

BE IT FURTHER RESOLVED that a maintenance agreement shall be exercised for the replacement, upkeep, and update of the Police Fleet Camera system, subject to funding availability, in the following amounts:

Year 1 (2024): Twenty-Six Thousand Twenty-Three Dollars and Sixteen Cents (\$26,023.16)
Year 2 (2025): Twenty-Six Thousand Twenty-Three Dollars and Twenty-One Cents (\$26,023.21)
Year 3 (2026): Twenty-Six Thousand Twenty-Three Dollars and Twenty-One Cents (\$26,023.21)
Year 4 (2027): Twenty-Six Thousand Twenty-Three Dollars and Twenty-One Cents (\$26,023.21)
Year 5 (2028): Twenty-Six Thousand Twenty-Three Dollars and Twenty-One Cents (\$26,023.21)

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, and Chief of Police are authorized to sign any and all documentation in furtherance of the aforementioned contract.

RESOLUTION NO. 110-23

AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA ENGINEERING ASSOCIATES FOR PROFESSIONAL ENGINEERING, SURVEY, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PROJECT “CDBG-CV2 – IMPROVEMENTS TO THE CASANO COMMUNITY CENTER” IN AN AMOUNT NOT TO EXCEED \$50,000.00

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Service Contract for professional engineering and construction management services for the project: “CDBG-CV2 – Improvements to the Casano Community Center,” be awarded to Neglia Engineering Associates of 24 Park Avenue, P.O. Box 426, Lyndhurst, New Jersey 07071, for the sum not to exceed fifty-thousand dollars and zero cents (\$50,000.00); and,

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

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Resolution No. 30-23.

RESOLUTION NO. 111-23

AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA ENGINEERING ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PROJECT "STORM SEWER ASSET EVALUATION" IN AN AMOUNT NOT TO EXCEED \$299,150.00

BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that a Professional Service Contract for professional engineering services for the project: "Storm Sewer Asset Evaluation," be awarded to Neglia Engineering Associates of 24 Park Avenue, P.O. Box 426, Lyndhurst, New Jersey 07071, for the sum not to exceed two-hundred ninety-nine thousand one-hundred fifty dollars and zero cents (\$299,150.00); and,

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

BE IT FURTHER RESOLVED that charges incrementally incurred and paid associated with this contract shall be pursuant to the contract terms authorized in Resolution No. 30-23.

RESOLUTION NO. 112-23

PROMOTING LIEUTENANT KEITH WINTERMUTE TO THE RANK OF CAPTAIN OF THE ROSELLE PARK POLICE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Lieutenant Keith Wintermute to the rank of Captain of the Roselle Park Police Department, effective April 10, 2023, at the prorated annual salary of \$134,060.00.

RESOLUTION NO. 113-23

PROMOTING SERGEANT MATTHEW DISANO TO THE RANK OF LIEUTENANT OF THE ROSELLE PARK POLICE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Sergeant Matthew Disano to the rank of Lieutenant of the Roselle Park Police Department, effective April 10, 2023, at the prorated annual salary of \$129,074.00.

RESOLUTION NO. 114-23

PROMOTING PATROLMAN JOHN FITZGERALD TO THE RANK OF SERGEANT OF THE ROSELLE PARK POLICE DEPARTMENT

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promotes Patrolman John Fitzgerald to the rank of Sergeant of the Roselle Park Police Department, effective April 10, 2023, at the prorated annual salary of \$122,338.00.

RESOLUTION NO. 115-23

AUTHORIZING THE TAX COLLECTOR TO ISSUE A VETERAN'S PROPERTY TAX DEDUCTION CREDIT IN THE AMOUNT OF \$250.00 ON ONE (1) PROPERTY

WHEREAS, the below-listed property has been granted a Veteran's Property Tax Deduction for the year 2023 by the Tax Assessor in the amount of \$250.00.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby authorize the Tax Collector to issue a credit in the amount of \$250.00 on the following property:

<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Name</u>	<u>Credit Amount</u>
901	25	31 Charles Street	Frank & Linda Appello	\$ 250.00

RESOLUTION NO. 116-23

ACCEPTING THE RESIGNATION OF ELSA LEISTIKOW
FROM THE GREEN TEAM

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accepts the resignation of Elsa Leistikow from the Green Team effective immediately.

RESOLUTION NO. 117-23

ACCEPTING THE RESIGNATION OF EMILY GONYOU FROM THE GREEN TEAM
AND AS THE BOROUGH OF ROSELLE PARK'S AGENT FOR THE
SUSTAINABLE JERSEY MUNICIPAL CERTIFICATION PROGRAM

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby accepts the resignation of Emily Gonyou from the Green Team effective immediately; and,

BE IT FURTHER RESOLVED that the governing body does further accept the resignation of Emily Gonyou as the Borough of Roselle Park's Agent for the Sustainable Jersey Municipal Certification Program.

RESOLUTION NO. 118-23

DETERMINING THE FORM AND OTHER DETAILS OF THE BOROUGH OF ROSELLE PARK'S "NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK," TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$510,000.00, \$1,660,000.00 AND \$335,000.00, RECEPTIVELY, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE BOROUGH OF ROSELLE PARK IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the Borough of Roselle Park (the "Local Unit"), in the County of Union, State of New Jersey (the "State"), 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; and,

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance any capital improvements thereof 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 Local Unit, through the incurrence of debt thereby or otherwise; and,

WHEREAS, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install a project of the Joint Meeting consisting of (a) the unfunded portion of Phase II of the Flood Mitigation Facilities Project (Co-Generation Upgrade) consisting of (i) upgrades to the existing Co-Generation Facility to power an Effluent Pumping Station, two storm water pumping stations, and the Sludge Dewatering Facility, (ii) the acquisition and installation of two engine generator sets and associated equipment including all required electrical and instrumentational connections to integrate the new engines into the existing systems, (iii) the acquisition and installation of digester gas and natural gas piping to the new engines, (iv) construction of a new substation at the Sludge Dewatering Facility, and (v) the installation of medium voltage connections to the Co-Generation grid (“Phase II(b)”); (b) Phase III of the Flood Mitigation Facilities Project (Main Treatment Plant Walls) consisting of, but not limited to, the construction of reinforced concrete flood protection walls around the Main Treatment Plant site including, but not limited to, the installation of four (4) flood protection swing gates, the demolition of the existing guard house and the construction of a new guard house, the construction of five (5) storm sewer isolation chambers with sluice gates and electric actuators, the realignment and repaving of various treatment plant roadways, the construction of a new emergency access roadway, the relocation and protection of existing utilities, and associated grading and site restoration (“Phase III”); and (c) Phase IV of the Flood Mitigation Facilities Project (Storm water Pumping Station) consisting of the rehabilitation of the existing Army Corps of Engineers (ACOE) Storm water Pumping Station including the removal of existing equipment, modifications to the existing pumping station structure, installation of three (3) new storm water pumps and discharge piping, replacement of two (2) existing sluice gates, installation of two (2) new sluice gates, modifications to the existing storm water piping influent to the pumping station, replacement of storm water inlet gratings, installation of a new seal water service to the pumping station, installation of new electrical power to the pumping station, and site restoration (“Phase IV” and together with Phase II(b) and Phase III, shall be collectively referred herein to as the “Joint Meeting Project”); and,

WHEREAS, it is the desire of the Local Unit to obtain financing for its allocable share of Phases II, III and IV of the Joint Meeting Project (such allocable share being referred to herein as the “Project”) through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”); and,

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 short-term loans to be made by the I-Bank (the “Construction Loan(s)”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”); and,

WHEREAS, the Local Unit adopted bond ordinance number 2621 on August 20, 2020, which appropriated and authorized amounts necessary to cover costs of the Project for Phases I and II; and,

WHEREAS, on January 18, 2022, the Local Unit financed its allocable share of Phase II of the Project (“Phase II(a) of the Project”) in the amount of \$255,000 through the I-Bank (the “2022 Note”); and,

WHEREAS, the Local Unit adopted bond ordinance number 2698 on August 18, 2022, which appropriated and authorized amounts necessary to cover costs of the Project for Phases III; and,

WHEREAS, due to inflation and increases in the costs of materials, supplies and equipment, primarily caused by the COVID-19 pandemic, the estimated costs of the Joint Meeting Project, which were originally estimated in 2017, have increased considerably over the past six (6) years; and,

WHEREAS, the Local Unit adopted bond ordinance number 2712 on February 2, 2023, which appropriated and authorized amounts necessary to cover the increased costs of Phases II and III and the costs of Phases IV, V and VI of the Project; and,

WHEREAS, the Local Unit now desires to cancel the 2022 Note, which will be replaced with the Phase II Note (as hereinafter defined) to finance the costs of Phase II of the Project; and,

WHEREAS, the Local Unit will also issue the Phase III Note (as hereinafter defined) to finance the costs of Phase III of the Project; and,

WHEREAS, the Local Unit will also issue the Phase IV Note (as hereinafter defined) to finance the costs of Phase IV of the Project; and,

WHEREAS, after receipt of the FEMA reimbursements, the Local Unit will finance the remaining approximately 10% percent of the costs of each phase 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 Loans 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 (a) "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$510,000 (the "Phase II Note"), (b) "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,660,000 (the "Phase III Note"), and (c) "Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$335,000 (the "Phase IV Note" and together with the Phase II Note and the Phase III Note, the "Notes"), in substantially the forms attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively, to finance Phase II, Phase III, and Phase IV, respectively, of the Project; and,

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Notes 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 Notes to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Notes 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 Notes for the purpose of financing the costs of Phases II, III, and IV 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 D; and,

WHEREAS, a separate Agreement will be executed and delivered upon the closing of each of the Notes.

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 Phase II Note in accordance with the provisions hereof. The \$255,000 portion of the obligation represented by the Phase II Note has been appropriated and authorized by bond ordinance number 2712 of the Local Unit, which bond ordinance is entitled "A BOND ORDINANCE PROVIDING FOR 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; APPROPRIATING \$905,000.00 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$905,000.00 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 20, 2020, and the \$255,000 remaining portion of the obligation represented by the Phase II Note has been appropriated and authorized by bond ordinance number 2712 of the Local Unit, which bond ordinance is entitled "A BOND ORDINANCE PROVIDING FOR PHASES II(B), III(B), IV, V AND VI 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 \$1,925,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,925,000 BONDS OR NOTES TO FINANCE THE COST THEREOF" and was finally

adopted by the Local Unit at a meeting duly called and held on February 2, 2023 (the “2023 Bond Ordinance”), at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

SECTION 2.

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 Phase III Note in accordance with the provisions hereof. The \$1,245,000 portion of the obligation represented by the Phase III Note has been appropriated and authorized by bond ordinance number 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, and the \$415,000 remaining portion of the obligation represented by the Phase III Note has been appropriated and authorized by the 2023 Bond Ordinance, at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

SECTION 3.

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 Phase IV Note in accordance with the provisions hereof. The \$335,000 obligation represented by the Phase IV Note has been appropriated and authorized by the 2023 Bond Ordinance, at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

SECTION 4.

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 Notes (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Notes.

SECTION 5.

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

SECTION 6.

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

- (a) the principal amount of the Phase II Note, the Phase III Note, and the Phase IV Note to be issued shall be an amount not to exceed \$510,000, \$1,660,000, and \$335,000, respectively;
- (b) the maturity of the respective Notes shall be as determined by the I-Bank;
- (c) the interest rate for each of the Notes shall be as determined by the I-Bank;
- (d) the purchase price for each of the Notes shall be par;

- (e) the Notes shall be subject to prepayment prior to their respective stated maturities in accordance with the terms and conditions set forth in the Notes;
- (f) the Notes shall be issued in a single denomination and shall be numbered “NJWB - CFP-2023-2-JM-FEMA”, “NJWB - CFP-2023-3-JM-FEMA”, and “NJWB - CFP-2023-4-JM-FEMA”, respectively;
- (g) the Notes 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 Notes 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 7.

The Notes, in substantially in the forms attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively, 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 are hereby approved.

SECTION 8.

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

SECTION 9.

The Agreement, in substantially the form attached hereto as Exhibit D, 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 are 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 executed and delivered with each of the Notes.

SECTION 10.

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 Notes 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 Notes and the Agreement and any other documents, agreements or instruments related to, and the participation of the Local Unit in, the Construction Financing Program.

SECTION 11.

This Resolution shall take effect immediately.

SECTION 12.

Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Joint Meeting, 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. 118-23

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

AMENDED AND RESTATED NOTE RELATING TO
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

\$510,000 _____, 2023

NJWB - CFP-2023-2 - 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 _____, 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, 20___. 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, 20___, 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, 20___, 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, 20___, 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) _____ DOLLARS (\$ _____), 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: [_____] , 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.

SECTION 9. January 18, 2022 Note Amended and Replaced. This Note amends, supersedes and replaces that certain note in the stated principal amount of TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$255,000) dated January 18, 2022 delivered by the Borrower to the I-Bank. By acceptance of this Note pursuant to the terms hereof, the I-Bank agrees that, upon the execution of this Note by the Borrower and the delivery of this Note to the I-Bank, the I-Bank shall mark said January 18, 2022 note "cancelled" and shall return it to the Borrower.

[The remainder of this page has been left blank intentionally.]

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. 118-23

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

\$1,660,000

_____, 2023

NJWB - CFP-2023-3 - 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 _____, 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, 20___. 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, 20___, 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, 20___, 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, 20___, 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) _____ DOLLARS (\$ _____), 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: [_____], 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.

[The remainder of this page has been left blank intentionally.]

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 C
of Resolution No. 118-23

*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*

\$335,000

_____, 2023

NJWB - CFP-2023-4 - 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 _____, 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, 20___. 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, 20___, 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, 20___, 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, 20___, 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) _____ DOLLARS (\$ _____), 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: [_____], 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.

[The remainder of this page has been left blank intentionally.]

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 D
of Resolution No. 118-23

PROJECT FINANCING AGREEMENT

This PROJECT FINANCING AGREEMENT, dated _____, 2023 (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 \$[_____] (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.*

[SIGNATURES APPEAR ON THE NEXT PAGE]

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 ESSEX AND
UNION COUNTIES*

By: _____
[]
[]

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

By: _____

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____
David E. Zimmer
Executive Director

The following Resolution was offered by Councilman Signorello; seconded by Councilman Johnson.

RESOLUTION NO. 109-23

ACCEPTING THE RETIREMENT OF MICHAEL WIELGUS

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey does hereby accept the retirement of Michael Wielgus from the Borough of Roselle Park (the, “Borough”), current Police Lieutenant within the Police Department, effective May 1, 2023.

Councilman Signorello thanked Lt. Wielgus for his many years of service to the Borough. Wished him a Happy Retirement.

Councilman Petrosky would like to wish Lt. Wielgus the best of luck on his future endeavors.

<input type="checkbox"/> Vote Record – Resolution No. 109-23					
		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"/>
	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"/>
	Lyons	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Patel	<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

On March 22nd attended Councilman Robaina’s wonderful and well put together affair, which was in partnership with the Greater Union Township of New Jersey Chamber of Commerce networking and training event, which was hosted by House 157 Restaurant and Bar. Councilman Robaina really out did himself. The event was meaningful and had a lot of information that he learned himself.

Councilman Johnson attended the Mental Health venue at the Casano Center which was held by the Union County Office of Health Management. The youth received great educational opportunities to express while learning to identify different things that can cause stress in our lives, as well as techniques on ways to overcome and cope with these concerns.

As of this year, Councilman Johnson is the Board of Education liaison to Council. It was truly his pleasure helping by being a part of the process by facilitating in attending the Sherman Elementary School Pedestrian Safety Assembly. That Assembly at Sherman Middle School helped promote and made children aware of ways they can be safe by walking or biking to and from school within our community. The children had an opportunity to practice these tips that were provided. There will be an art contest for children to participate in that will further enforce those life skills, which were taught during the Assembly with possible chances for some kids to win prizes. Councilman Johnson’s goal has always been to improve pedestrian and motorist safety within our community. Councilman Johnson’s goal this year is to get as many of the schools not only to embrace The Safe Route to School Programs, but also to take advantage of their education and great opportunities. He thanked all who made this event a fruitful one.

At this juncture, Councilman Johnson would like to share with the residents a couple of noteworthy community concerns. As well as notable mentions at this time.

Earlier this week I received an email complaint regarding speeding on Bender Avenue near the 100th block and East Westfield Avenue. Residents and guests are reminded, please obey our local traffic laws that are in place to keep our community safer. Councilman Johnson immediately reached out to Police Chief Frino and Administrator/Borough Clerk Casais so we can come up with ways to mitigate this concern. Therefore, the Roselle Park Police Department instantly displayed a speed trailer to alert motorists of their respective speed to remind them that's it's a 25 mph not 35 mph. It brings him great pleasure to see the Police Department utilizing a piece of equipment that he advocated for last year when he was Police Department Liaison. Councilman Johnson would like to give a special thanks to Police Chief Frino for his speedy response in helping address this concern. Councilman Johnson mentioned a traffic study will be done on Bender Avenue in the near future.

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

Provided contact information.

Councilman Petrosky

Expressed condolences to the Meeker, Thompson, Miciek, DeParre, Manginelli, Malina, Gargano-Walsh and Munger families.

On March 18th attended the St. Patrick's Day Event at the Casano Center. It was a great turnout. The seniors had a good time.

On March 20th attended the Meridia Event which had deserts from the Sunrise Diner. It was also a great turnout.

Attended the Historical Society Meeting. They are trying to raise money for storage in a facility. If you would like to donate, you may call the Historical Society at (908)245-1776.

Attended the swearing in of new Roselle Park Police Chief Frino at Borough Hall.

Attended the Roselle Park Baseball and Softball Parade.

On March 27th and March 30th attended an emergency Joint Sewer Meeting. At this time, cannot disclose any information; there were closed session meetings.

On April 1st attended the Easter Candy Event at the Library. It was a well-attended event. Thanked Tina Schwarz for a great job done.

Attended the Home Town Hero Meeting. Noted they want to honor the veterans in Roselle Park.

Wishing everyone a Happy Easter and a Happy Passover.

Provided contact information.

Councilwoman Lyons

Congratulated Captain Wintermute, Lt. Disano, and Sgt. Fitzgerald on their promotions.

Wishing a Happy Holy week and month for all who celebrate.

Commended all the leaderships in Roselle Park. Everyone has a hand that really tried to connect with the community. Councilwoman Lyons noted all the Councilmembers are always out with the community. Councilwoman Lyons expressed it's encouraging because they really do a lot. Councilwoman Lyons would like to also commend Mr. Shah at the Community Center, Mr. Ranieri at the Recreation Center and the Library staff. Thanked them all for everything they do.

Attended the St. Patrick's Day Event at the Casano Center. It was an amazing time. Councilwoman Lyons noted the seniors can really dance.

Attended the Meredia Desert Night; it was great. Councilwoman Lyons quoted a little girl named Daria who was there that night "Roselle Park has a bright future and we have to take care of it." She's amazing.

On March 22nd attended the Networking and Training event at House 157. Thanked Councilman Robaina for the great event. Councilwoman Lyons met with businesses. Also, met with businesses she was not aware existed. Thanked House 157 for hosting it.

Attended the Roselle Park Baseball and Softball Parade. They are very dedicated individuals. It was nice to see the boys and girls teams.

Congratulated Chief McCaffery on his retirement.

Congratulated new Roselle Park Police Chief Frino on his new position.

Councilwoman Lyons thanked everyone who attended and supported the Women's History Event honoring women on March 31st. It was a nice event. We were all connecting. Councilwoman Lyons would like to share as women in Roselle Park to having more events in Roselle Park.

On April 1st Councilwoman attended the Easter Candy Event at the Library. It was a nice event.

Councilwoman Lyons noted some future events.

Provided contact information.

Councilman Patel

Attended the Meridia Desert Event on March 20th. The deserts were from the Sunrise Diner. It was nice to network with the residents.

On March 30th attended Pasta Night at the Roselle Park High School. It was great to see his former teachers and students.

As Council Liaison Chair of Roselle Park Chamber of Commerce, he attended the Networking and Training event sponsored by the Greater Union Township Chamber of Commerce at House 157 on March 22nd. It was a great event for business to learn how to network with others. Thanked Councilman Robaina for setting it up.

As the liaison to the Environmental Commission, the 2023 Community Garden Season is approaching quickly. The garden bed rental application can be found at the Environmental Commission Facebook page. The deadline is April 21st.

Councilman Patel noted future events at the Borough.

Provided contact information.

Councilman Robaina

Councilman Robaina wished he had joined everyone at St. Patrick's Day Event.

Councilman Robaina also thanked everyone on the dais who attended his wife's baby shower. It meant a lot to him and his wife.

Attended the Meridia Desert Event of March 20th. It was a nice event to celebrate with his colleagues.

On March 21st attended the County Office of Health Management Seminar at the Casano Center. They gave a very informative presentation towards seniors on colon cancer awareness, and the importance of screening and getting tested.

On March 22nd was the Chamber of Commerce Networking and Training Event at House 157. Thanked Councilmembers and everyone for their support. A special thanks to Councilman Johnson for who when he was the Commerce Liaison, he initiated the online business directory during the pandemic. Before I became Councilman, sat on Zoom meetings with me many local Chambers of Commerce to find the right fit that would best benefit our business community. Thanked Councilwoman Lyons for spreading the word. Thanked Councilman Patel for attending and sharing his Chamber efforts on social media. Councilman Robaina looks forward to hearing more about Councilman Patel's efforts and assisting him with his initiatives to grow and support our business community.

On March 23rd attended the swearing of in new Roselle Park Chief Police Frino. He looks forward to working with him.

Congratulated Chief McCaffery on his retirement.

Congratulated Captain Wintermute, Lt. Disano and Sgt. Fitzgerald on their promotions.

On March 24th attended a Green Infrastructure Class on school projects. On that note, Councilman Robaina congratulated the principals of all the schools for applying to the Union County Kid's Dig-in Grant. As a result of team work, all of our schools will be receiving a mix of raise gardens beds and pollinator gardens. Thanked everyone for making this opportunity happen.

Mayor Signorello thanked Councilman Robaina for continuing and following through with this effort.

On March 28th Councilman Robaina viewed the Tri-State Rail-Way Historical Society presentation on the Rahway Valley Railroad. It was very interesting.

On April 1st attended the Roselle Park High School theater, where he saw the Adam's Family Play. Great job to all who made it happen.

Councilman Robaina noted some events in the near future.

Councilman Robaina met with Department of Public Works Superintendent Baiamonte regarding the installation of reflective stripping strips and stop signs in the 5th Ward to help increase visibility.

Councilman Robaina noted fresh mulch will be placed at the Sensory Friendly Park in the next few weeks. Raised gardens and benches will be donated.

Wished everyone a blessed Ramadan, Passover and Happy Easter to those who celebrate.

Provided contact information.

Councilman Signorello

Noted that Webster Avenue look great.

Condolences to the family of Mr. Lyman Thompson Jr. He will be missed.

Councilman Signorello attended the Roselle Park High School play. It was amazing and phenomenal. Councilman Signorello would like to bring the cast of the play in May to acknowledge them.

On March 22nd attended the Chamber of Commerce Networking and Training event at House 157. The food was great. Councilman noted an event like this can help Roselle Park.

Wished everyone a Happy Passover and Easter.

Provided contact information.

Mayor Signorello

Noted the Tricky Tray event on April 15th for Aldene School. Doors open at 4:00 p.m. and it's \$25.00 per person. It's at the VFW Post in Kenilworth.

Mayor Signorello noted he would like to have Roselle Park adopt the train station. We have a new train station coming up. Please reach out if you would like to volunteer.

Mayor Signorello would like to place on everyone's radar to be patient with the Borough; while there is a lot of construction, redevelopment and utility work in town. Please understand all this is being done around different schedules.

Provided contact information.

PUBLIC PORTION

Councilman Signorello moved to open the public comment portion of the meeting on any subject matter; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

There being no one else wishing to speak, Councilman Signorello moved to close the public comment portion of the meeting on any subject matter; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

ADJOURNMENT

There being no further business to come before the meeting, Councilman Signorello moved to adjourn; seconded by Councilman Johnson, all members present voting Aye, said motion was adopted.

Attest:

Andrew J. Casais, RMC
Borough Clerk