



BOROUGH OF HADDON HEIGHTS
COUNCIL BUSINESS MEETING AGENDA

Tuesday, May 16, 2023, 7:00 pm

1. "In accordance with Section 5 of the Open Public Meetings Act, Chapter 231, P.L. 1975, notice of this meeting was posted on the bulletin board designed for that purpose and notice was transmitted to the official newspapers provided by Resolution adopted January 7, 2023. *Meeting notice has been continually posted on the Borough website.*"
2. ROLL CALL:
3. CAUCUS SESSION:
4. RECESS OF CAUCUS SESSION AND COMMENCEMENT OF BUSINESS SESSION
5. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
6. PUBLIC COMMENT ON CAUCUS AND AGENDA ITEMS ONLY
7. SWEARING IN OF CAPTAIN OF THE HADDON HEIGHTS/BARRINGTON FIRE DEPARTMENT
Benjamin Zwaska
8. APPROVAL OF MINUTES of the April 4, 2023 Work Session Meeting
9. APPROVAL OF EXECUTIVE SESSION MINUTES of the May 2, 2023 Work Session Meeting
10. COUNCIL MEMBER REPORTS:
11. MAYOR'S REPORT:
12. UNFINISHED BUSINESS:

Public Hearing and Final Adoption of the 2023 Municipal Budget is scheduled for **Wednesday, June 7, 2023** at approximately 7:00 pm in the Municipal Building located at 625 Station Avenue, Haddon Heights, New Jersey.

Resolution 2023:101 – Resolution of the Borough of Haddon Heights, Camden County Appointing Conditional Redeveloper and Authorizing Execution of A Memorandum of Understanding - SAS WHP, LP

13. NEW BUSINESS:

Resolution 2023:102 – Resolution Appointing Deputy Emergency Management Coordinator – *Joseph Hales*

Resolution 2023:103 – Resolution Adopting the 3-Year Cooperation Agreement with the County of Camden for the Community Development Block Grant Program – Years 2024 - 2026

Resolution:2023:104 – RESOLUTION OF THE BOROUGH OF HADDON HEIGHTS, IN THE COUNTY OF CAMDEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS AMENDED AND RESTATED" NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$500,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF HADDON HEIGHTS IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

Resolution 2023:105 – Resolution Authorizing Refund of Cabin Rental Fees

Resolution 2023:106 – Resolution Authorizing Refund of a Tax Overpayment – *Clapper*

Resolution 2023:107 – Resolution Authorizing Payment of Bills and Claims for the Second Half of May

Resolution 2023:108 – A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. ***1.) Matter related to St. Mary's Redevelopment. 2.) Matter related to 2023 Municipal Budget and potential capital budget. Discussions are expected to be approximately ½ hr. each in duration. Formal action may be taken on the foregoing items following Executive Session.***

Resolution 2023:109 – Resolution Authorizing the Hiring of a Financial Advisor – *Phoenix Advisors, LLC*

14. PUBLIC COMMENT

15. ADJOURNMENT

RESOLUTION 2023:101

RESOLUTION OF THE BOROUGH OF HADDON HEIGHTS, CAMDEN COUNTY APPOINTING CONDITIONAL REDEVELOPER AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of rehabilitation or redevelopment; and

WHEREAS, the Mayor and Council of the Borough of Haddon Heights (the “Borough Council”) adopted Resolution 2022:74 declaring certain properties within the Borough of Haddon Heights, County of Camden, State of New Jersey (the “Borough”) as “Non-Condemnation Areas in Need of Redevelopment” as well as “Areas in Need of Rehabilitation,” which Redevelopment Area includes Block 36, Lots 10 and 11, (the “Property”), pursuant to the Redevelopment Law; and

WHEREAS, by way of Ordinance No. 2022:1517, adopted on June 21, 2022, the Borough adopted a redevelopment plan for the Redevelopment and Rehabilitation Areas within the Borough entitled “Redevelopment Plan for the Borough of Haddon Heights” dated March 2022 (the “Redevelopment Plan”), which sets forth, inter alia, the plans for the rehabilitation and redevelopment of the Redevelopment and Rehabilitation Areas; and

WHEREAS, the Borough has been in discussion with SAS WHP, LP (the “Conditional Redeveloper”) regarding the rehabilitation and redevelopment of the Property; and

WHEREAS, Conditional Redeveloper has presented its rehabilitation and redevelopment concepts to the Borough, and the Borough and Conditional Redeveloper desire that the Property be rehabilitated and redeveloped in accordance with the Redevelopment Plan and any amendments thereto; and

WHEREAS, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented, provides for a process for redevelopment entities to enter agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

WHEREAS, in order to stimulate and encourage economic development of the Borough, the Borough and Conditional Redeveloper intend to enter into a Redevelopment Agreement for the Property; and

WHEREAS, in such event, the Borough desires to designate SAS WHP, LP as Conditional Redeveloper in order to negotiate with Conditional Redeveloper for a period of one hundred and eighty (180) days in an effort to agree upon a Redevelopment Agreement for the rehabilitation and redevelopment of the Property; and

WHEREAS, the Borough and Conditional Redeveloper desire to memorialize, in writing, their agreement under a non-binding Memorandum of Understanding that evidences the Parties' statement of intent.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Haddon Heights, County of Camden, State of New Jersey as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. That SAS WHP, LP is hereby designated as "Conditional Redeveloper" for the Property and the Mayor and Borough Clerk are hereby authorized to execute a Memorandum of Understanding between the Borough and Conditional Redeveloper evidencing the Parties' agreement to conduct exclusive negotiations toward the formulation of a Redevelopment Agreement for the rehabilitation and redevelopment of the Property.
3. This Resolution shall take effect immediately.

Date: May 16, 2023

ATTEST:

BOROUGH OF HADDON HEIGHTS

Kelly Santosusso, RMC
Borough Clerk

Mayor Zachary Houck

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) dated as of _____, 2023, is made by and between SAS WHP, LP, a New Jersey Limited Partnership with offices located at Cohen & Company LLC, 3 Columbus Circle, 24th Floor, New York, NY 10019 and/or its assignee, (the “Conditional Redeveloper”), and the **BOROUGH OF HADDON HEIGHTS**, a Municipal Corporation of the State of New Jersey, having offices at 625 Station Avenue, Haddon Heights, New Jersey 08035 (the “Borough”), (collectively referred to herein as the “Parties”).

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of rehabilitation and/or redevelopment; and

WHEREAS, pursuant to N.J.S.A. 40A:12-1 et seq., Resolution 2022:74 of the Borough Council of the Borough of Haddon Heights (“Council”) declaring certain properties within the Borough as “Non-Condemnation Areas in Need of Redevelopment” as well as “Areas in Need of Rehabilitation” which Redevelopment Area includes Block 36, Lots 10 and 11 (the “Property”); and

WHEREAS, by way of Ordinance No. 2022:1517, adopted on June 21, 2022, the Borough adopted a redevelopment plan for the Redevelopment Area entitled “Redevelopment Plan for the Borough of Haddon Heights” dated March 2022 (the “Redevelopment Plan”), which sets forth, inter alia, the plans for the rehabilitation and redevelopment of the Redevelopment and Rehabilitation Areas; and

WHEREAS, the Borough has been in discussion with Conditional Redeveloper regarding rehabilitation and redevelopment of the Property; and

WHEREAS, the Borough and Conditional Redeveloper desire that the Property be rehabilitated and redeveloped in accordance with the Redevelopment Plan and any amendments thereto; and

WHEREAS, the Redevelopment Law provides a process for redevelopment entities to enter into agreements with redevelopers to carry out and effectuate the terms of a redevelopment plan; and

WHEREAS, N.J.S.A. 40A:12A-8(f), authorizes the Borough to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of rehabilitation or redevelopment; and

WHEREAS, the Borough and Conditional Redeveloper have engaged in such preliminary negotiations and the Borough Council has determined that it is in the best interest of the Borough to enter into additional negotiations with Conditional Redeveloper, and therefore to enter into this MOU, for the rehabilitation and redevelopment of the Property including, but not limited to the development of multifamily housing and related improvements (the “Project” or “Project Improvements”).

NOW, THEREFORE, in consideration of the Parties’ promises and mutual representations, covenants and agreements set forth herein, the Parties, each binding itself, its successors and assigns, do hereby mutually promise, covenant and agree as follows:

1. **Negotiations with Conditional Redeveloper.** The Borough has, pursuant to Resolution, designated SAS WHP, LP, as Conditional Redeveloper for the Project Improvements

on the Property and, pursuant to this MOU, hereby agrees to negotiate solely with Conditional Redeveloper for a period of one hundred and eighty days (180) days, in good faith, for the rehabilitation and redevelopment of the Property, which period can be extended by the Parties' mutual written agreement.

2. **Redevelopment Agreement.** The Parties hereby agree to immediately commence good faith negotiations of the intended terms and conditions of a Redevelopment Agreement and other agreements, which shall include, but not limited to, provisions for the following: financial guarantee(s); compliance with any redevelopment plan; local planning approval; and project oversight.

3. **The "Interim Period"**. Conditional Redeveloper shall pay the Borough all Interim Costs (as defined below) incurred by the Borough during the time period commencing when the Borough reviewed the Conditional Redeveloper's proposal to the time the Borough and Conditional Redeveloper enter into a Redevelopment Agreement or the time the Borough or the Conditional Redeveloper determines that a Redevelopment Agreement cannot be executed for any reason (hereinafter referred to as the "Interim Period"). Conditional Redeveloper shall pay all Interim Costs even if a Redevelopment Agreement cannot be executed for any reason.

4. **Payment of "Interim Costs"**.

A. "Interim Costs" shall include all reasonable fees and costs of any professional consultant, contractor, legal counsel, or vendor retained by the Borough during the Interim Period regarding the Borough's review of the Conditional Redeveloper's proposal and negotiation of the Redevelopment Agreement.

B. Interim Fund. Within three (3) business days of the execution of this MOU, Conditional Redeveloper shall establish a separate escrow account with the

Borough by depositing the amount of Ten Thousand Dollars (\$10,000), (the "Interim Fund") to be drawn down by the Borough to pay Interim Costs. If the Interim Fund is drawn down to Two Thousand Five Hundred Dollars (\$2,500), the Borough shall notify Conditional Redeveloper in writing and Conditional Redeveloper shall replenish the Interim Fund as required herein within (15) days. If the Interim Fund is not so replenished, the Borough may immediately terminate negotiations upon written notice to Conditional Redeveloper and Conditional Redeveloper shall be responsible to immediately pay all costs due up to the date of termination.

- C. Statement and Invoices. The Borough shall provide Conditional Redeveloper with monthly invoices during the course of the Interim Period setting forth the Interim Costs incurred by the Borough which qualify as Interim Costs pursuant to Section 4(A) hereof. Conditional Redeveloper shall have ten (10) days to review and approve or disapprove of the payment of submitted invoices. If Conditional Redeveloper does not respond to the Borough within ten (10) days of receipt of the invoices, the Borough shall provide Conditional Redeveloper with a statement of expenses paid from the Interim Fund when demanding that the Interim Fund be replenished. The Borough shall provide a final invoice within thirty (30) days of the date a Redevelopment Agreement is executed, or the date of the Borough determines that such an agreement cannot be executed.
- D. Disposition of Interim Fund Balance. Any balance in the Interim Fund upon execution of the Redevelopment Agreement shall be refunded to the Conditional Redeveloper at the end of the Interim Period.

5. **Amendments.** Any and all amendments to this MOU shall be in writing and shall require the mutual agreement of both Parties.

6. **Entire Agreement.** This MOU shall set forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereto, and supersedes all prior contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.

7. **Not Binding on Individuals.** No covenant, condition or agreement contained in this MOU shall be deemed to be the covenant, condition or agreement of any past, present or future member, manager, trustee, official, officer, agent or employee of either Party, in his or her individual capacity, and neither the members, managers, trustees, officials, officers, agents or employees of such Party or Parties, nor any individual executing this MOU, shall be personally liable on this MOU or by reason of the execution hereof by such person, or arising out of any transaction or activity relating to this MOU.

8. **Governing Law.** The terms of this MOU shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity, and performance.

9. **Non-Binding Effect.** Except for the Borough's obligation to negotiate exclusively and in good faith with Conditional Redeveloper, as well as Conditional Redeveloper's obligation to negotiate in good faith, this MOU does not constitute a binding commitment between the Parties' respective rights and obligations, which remain to be fully defined in their Redevelopment Agreement.

10. **Counterparts.** This MOU may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

ATTEST:

BOROUGH OF HADDON HEIGHTS

Kelly Santosusso, RMC, Borough Clerk

By: _____
Zachary Houck, Mayor

WITNESS:

SAS WHP, LP

By: _____

RESOLUTION 2023:102

**RESOLUTION APPOINTING DEPUTY
EMERGENCY MANAGEMENT COORDINATOR**

NOW, THEREFORE BE IT RESOLVED that Joseph Hales is hereby appointed to the position of Deputy Emergency Management Coordinator for the Borough of Haddon Heights.

BE IT FURTHER RESOLVED that this appointment is effective immediately and shall extend through December 31, 2023.

May 16, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2023:103

**RESOLUTION ADOPTING THE 3-YEAR COOPERATION AGREEMENT WITH THE COUNTY
OF CAMDEN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM –
YEARS 2024 - 2026**

WHEREAS, the Borough of Haddon Heights and the County of Camden wish to establish a cooperative means of conducting certain eligible community development and affordable housing activities; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, the Housing and Urban-Rural Recovery Act of 1983, the HOME Program Act of 1991, and the Emergency Solutions Grant, as amended, provides federal funds being made available to Camden County for use to carry out eligible Community Development Activities therein; and

WHEREAS, the Borough of Haddon Heights will propose certain activities to be carried out under the 2024, 2025 and 2026 Community Development, HOME Programs and Emergency Solutions Grant programs; and

WHEREAS, the aforesaid activities are in the best interest of the Borough of Haddon Heights and the County of Camden;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Haddon Heights that the 2024 to 2026 Cooperation Agreement be adopted;

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its enactment.

May 16, 2023

BOROUGH OF HADDON HEIGHTS

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

Certification:

It is hereby certified that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Borough of Haddon Heights at a meeting held on May 16, 2023.

Kelly Santosusso, RMC, Borough Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COOPERATION AGREEMENT- PROGRAM YEARS 2024, 2025, and 2026**

THIS AGREEMENT made this ____ day of _____ 2023, by and between the County of Camden, 520 Market Street, Camden, NJ 08102 and the Municipalities listed below.

Whereas, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services; and

Whereas Title I of the Housing and Community Development Act of 1974, the Housing and Urban-Rural Recovery Act of 1983, and the HOME Partnership Act of 1991, (hereinafter referred to as the "Acts") and the Emergency Solutions Grant (ESG) provides federal funds from the US Department of Housing and Urban Development (hereinafter, "HUD") to urban counties such as Camden County (hereinafter referred to as the "COUNTY") to support eligible community development projects and affordable housing activities therein; and

Whereas, this Agreement covers both the Community Development Block Grant Entitlement (hereinafter referred to as "CDBG"), the HOME Investment Partnership programs (hereinafter referred to as "HOME"), and the Emergency Solutions Grant (hereinafter referred to as "ESG"); and

Whereas, the County of Camden's Office of Community Development administers the programs; and

Whereas, the Municipalities of Audubon Borough, Audubon Park Borough, Barrington Borough, Bellmawr Borough, Berlin Borough, Berlin Township, Brooklawn Borough, Chesilhurst Borough, Clementon Borough, Collingswood Borough, Gibbsboro Borough, Haddon Township, Haddon Heights Borough, Haddonfield Borough, Hi-Nella Borough, Laurel Springs Borough, Lawnside Borough, Lindenwold Borough, Magnolia Borough, Merchantville Borough, Mount Ephraim Borough, Oaklyn Borough, Pennsauken Township, Pine Hill Borough, Runnemede Borough, Somerdale Borough, Stratford Borough, Voorhees Township, Waterford Township, Winslow Township and Woodlynne Borough (hereinafter referred to as the "MUNICIPALITY") wish to participate in eligible activities to be carried out under the COUNTY 3-year CDBG, HOME, and ESG Programs; and

Whereas, the Municipality wishes to participate in eligible activities to be carried out under the COUNTY 3-year CDBG, HOME, and ESG Programs.

NOW, THEREFORE, in consideration of the promises and of the covenants, terms and

conditions hereinafter set forth, it is mutually agreed as follows:

1. Administration

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer with the assistance of the MUNICIPALITY, the CDBG, HOME, and ESG programs.

2. Mutual Cooperation

The COUNTY and the MUNICIPALITY agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities. The MUNICIPALITY recognizes that the COUNTY, with input from the MUNICIPALITY, acts as the agent for all municipalities in the implementation of the CDBG, HOME, and ESG programs.

3. Projects Funded

- A. The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have a full and open opportunity to submit projects for funding consideration.
- B. The MUNICIPALITY understands and agrees that the COUNTY shall have the sole decision on selecting activities to be funded through the CDBG, HOME and ESG Programs and the responsibility for the annual filing of the Consolidated Action Plan with HUD.

4. Municipal Obligations

- A. The MUNICIPALITY shall be responsible for ensuring that all CDBG, HOME, and ESG funds are used in accordance with all program requirements as set forth in 24 CFR § 570.501(b).
- B. The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which it is participating in the COUNTY's Program.
- C. The MUNICIPALITY may not participate in a HOME consortium except through the COUNTY's approved organization, regardless of whether the COUNTY received a HOME formula allocation.
- D. The MUNICIPALITY may only receive a formula allocation under the ESG Program through the COUNTY.
- E. The MUNICIPALITY shall affirmatively further fair housing.
- F. A unit of general local government may not sell, trade, or otherwise transfer all or

any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended..

5. Term of Agreement

- A. This Agreement covers CDBG, HOME, and ESG appropriations for program years 2024, 2025 and 2026 starting July 1, 2024, through June 30, 2026.
- B. This Agreement shall automatically renew upon the expiration of the three-year qualification period and every successive three-year qualification period until such date that either the MUNICIPALITY or the COUNTY provides notice of termination of this Agreement in writing to the other party.
- C. This Agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received with respect to the three-year qualification period and any successive three year qualification periods has been expended and the funded activities completed. The MUNICIPALITY may not terminate this Agreement or withdraw from it while it remains in effect.
- D. Upon expiration of this Agreement, the MUNICIPALITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

6. Performance of Services/Contracts

- A. The MUNICIPALITY shall take all appropriate actions as determined by the COUNTY in order to carry out the objectives of the CDBG, HOME, and ESG Programs, and the Consolidated Action Plan, in accordance with the Acts and applicable regulations.
- B. The MUNICIPALITY shall take all appropriate actions to carry out the objectives of the CDBG, HOME, and ESG Programs within the time period or periods specified by HUD.

7. Applicable Laws and Compliance

- A. The COUNTY and the MUNICIPALITY shall take all required actions to comply with the certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and laws and regulations applicable to the CDBG and Home

programs.

- B. The MUNICIPALITY agrees to comply with the audit requirements and standards imposed by 24 CFR § 570.502(a) and the COUNTY.
- C. The MUNICIPALITY shall conduct and administer the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- D. The MUNICIPALITY shall comply with lead-based paint procedures.
- E. The MUNICIPALITY shall comply with applicable uniform administrative requirements as described in 24 CFR § 570.502.
- F. The MUNICIPALITY is subject to the same requirements applicable to sub recipients, including the written agreement, as described in 24 CFR 570.503.
- G. The County and the Municipality agree to comply with all other applicable laws.

8. Fair Housing

The MUNICIPALITY acknowledges that the COUNTY will terminate CDBG, HOME, and ESG funds to the MUNICIPALITY if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY's jurisdiction and/or if the MUNICIPALITY impedes the COUNTY's actions to comply with its fair housing certification.

9. Law Enforcement

- A. The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- B. The MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- C. The MUNICIPALITY agrees to indemnify and hold the COUNTY harmless of and from any and all claims, demands, losses and expenses that it may incur by reason the MUNICIPALITY's failure to comply with subsections A and B of this paragraph 9.

10. Equal Employment Opportunities

The MUNICIPALITY will abide by and enforce all applicable equal employment

requirements including but not limited to, Executive Order 11246 (Equal Employment Opportunities Act).

11. Real Property

The MUNICIPALITY shall comply with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds.

- A. The MUNICIPALITY shall notify the COUNTY, in a timely manner of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.
- B. The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.
- C. In the event of the COUNTY's failure to qualify as an urban county or a change in the MUNICIPALITY's status, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.
- D. Any real property under the MUNICIPALITY's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the MUNICIPALITY in the form of a loan) in excess of \$25,000 shall either be:
 - (1) Used to meet one of the national objectives in 24 CFR § 570.208 (formerly §570.901) until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or
 - (2) Not used in accordance with 24 CFR § 570. 503(b)(7)(i), in which event the MUNICIPALITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY. (No payment is required after the period of time specified in paragraph § 570.503 (b)(7)(i).)

12. Suspension and Termination.

In accordance with 24 CFR 85.43, suspension or termination of funding may occur if the MUNICIPALITY materially fails to comply with any term of this Agreement or applicable laws and regulations. In accordance with 24 CFR 85.44 funding or may be terminated for convenience. In the event of termination, the COUNTY may take one or more of the actions specified in 24 CFR 85.43.

IN WITNESS THEREOF, the County and the Municipality have executed this Agreement of the day and year first above written.

Municipality

County Administrator

Mayor

Clerk of the Board

Municipal Clerk

Date

13. Effective Date

This Agreement shall take effect upon execution by all parties.

14. Counterparts

This Agreement may be executed in counterparts, each part of which shall be deemed an original but all of which shall constitute one and the same agreement.

15. Minor Amendments

Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of this Agreement, such changes may be made administratively with the written consent of the Chief Executive Officer of the Municipality and the Office of County Counsel. All remaining provisions of this Agreement shall remain in full force and effect for the term provided herein.

16. Severability

In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

17. Entire Agreement

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

[Signature Page Follows]

BOROUGH OF HADDON HEIGHTS

RESOLUTION 2023:104

RESOLUTION OF THE BOROUGH OF HADDON HEIGHTS, IN THE COUNTY OF CAMDEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "AMENDED AND RESTATED NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$500,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE BOROUGH OF HADDON HEIGHTS IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the Borough of Haddon Heights ("Borough"), in the County of Camden, New Jersey, has heretofore determined that there exists a need within the Borough for the preparation and implementation of an asset management plan to identify capital infrastructure needs, repairs, improvements and replacements for the Borough's water and sewer utility infrastructure N ("AMP Project"); and

WHEREAS, the Borough temporarily financed the costs of the AMP Project through the New Jersey Infrastructure Bank's ("I-Bank") FY 2020 Water Bank Construction Financing Program, Asset Management Planning Loan Program, with the proceeds of a short-term loan made by the I-Bank to the Borough ("Original Construction Loan"), which Original Construction Loan was evidenced and secured by and subject to repayment pursuant the terms of a Note, dated December 15, 2020 ("Original Note") sold to the I-Bank; and

WHEREAS, unless permanently financed or refinanced prior to the maturity date thereof, the Original Note matures on June 30, 2023; and

WHEREAS, as a result of the implantation of the Asset Management Plan, the Borough has determined to undertake the acquisition and installation of supplemental pumping equipment and the completion of capital improvements for the Borough's Lake Street Pump Station, together with the and the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto (collectively, the "Lake Street Pumping Project"); and

WHEREAS, the Borough has determined to temporarily finance the costs of the Lake Street Pump Station Project with the proceeds of a short-term construction loan made by the I-Bank to the Borough pursuant to the I-Bank's FY 2023 Water Bank Construction Financing Program ("2023 Construction Financing Program"); and

WHEREAS, it is the expectation of the Borough to permanently finance the costs of the AMP Project and the Lake Street Pump Station Project with the proceeds of loans made available by the I-Bank and the State of New Jersey ("State"), acting by and through the Department of Environmental Protection, respectively, as part of the I-Bank's Water Bank Financing Program ("Permanent Financing Program"); and

WHEREAS, a portion of the Original Construction Loan is subject to principal forgiveness if and to the extent that, among other things, the costs of the Lake Street Pump Station Project are permanently financed through the Permanent Financing Program; and

WHEREAS, since the Lake Street Pump Station Project has not yet been constructed (and is, therefore not yet eligible for financing through the Permanent Financing Program) the Borough, after consultation with the I-Bank, has determined to modify the terms of the Original Construction Loan to: (i) increase the principal amount thereof to include the costs of the Lake Street Pump Station Project and the AMP Project (which shall, hereafter, be included as part of the costs of the Lake Street Pump Station Project); and (ii) extend the maturity date of the Original Note to ensure that (a) the costs of the AMP Project and the Lake Street Pump Station Project can be included in the Permanent Financing Program, and (b) principal forgiveness will be available for a portion of the costs of the AMP Project permanently financed through the Permanent Financing Program; and

WHEREAS, to effectuate the foregoing, the modified terms of the Original Construction Loan (referred to hereafter as the "Modified Construction Loan") will be evidenced and secured by the execution and delivery by the Borough to the I-Bank of an Amended and Restated Note ("Amended and Restated Note") in an amount not to exceed \$500,000 as part of the I-Bank's FY 2023 Water Bank Construction Financing Program ("Construction Financing Program"); and

WHEREAS, in order to: (i) evidence and secure the repayment obligation of the Borough to the I-Bank with respect to the Modified Construction Loan, and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of Borough to authorize, execute, attest and deliver the Amended and Restated Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and *N.J.S.A. 58:11B-9*, the Borough hereby authorizes the issuance, sale and award the Amended and Restated Note in accordance with the provisions hereof. The obligation represented by the Amended and Restated Note has been appropriated and authorized by: (i) bond ordinance 2020:1492 of the Borough,

which bond ordinance is entitled "BOND ORDINANCE AUTHORIZING THE PREPERATION OF A SMALL SYSTEM ASSET MANAGEMENT PLAN FOR THE SANITARY SEWER SYSTEM IN AND FOR THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, NEW JERSEY; APPROPRIATING THE SUM OF \$100,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$100,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and was finally adopted by the Borough at a meeting duly called and held on August 18, 2020, at which time a quorum was present and acted throughout, and (ii) bond ordinance 2022:1526 of the Borough, which bond ordinance is entitled "BOND ORDINANCE AUTHORIZING THE ACQUISITION AND INSTALLATION OF SUPPLEMENTAL PUMPING EQUIPMENT AND THE COMPLETION OF CAPITAL IMPROVEMENTS FOR SEWER UTILITY LINES FOR THE LAKE STREET PUMP STATION IN AND FOR THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, NEW JERSEY; APPROPRIATING THE SUM OF \$400,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$400,000; MAKING CERTAIN COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and was finally adopted by the Borough at a meeting duly called and held on December 20, 2022, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Borough (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 Amended and Restated Note (subject to the maximum limitation set forth in Section 4(a) hereof) and (ii) the dated date of the Amended and Restated Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Amended and Restated Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Borough hereby determines that certain terms of the Amended and Restated Note shall be as follows:

- (a) the principal amount of the Amended and Restated Note to be issued shall be an amount up to \$500,000;
- (b) the maturity of the Construction Note shall be as determined by the I-Bank;
- (c) the interest rate of the Amended and Restated Note shall be as determined by the I-Bank;
- (d) the purchase price for the Amended and Restated Note shall be par;
- (e) the Amended and Restated Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Amended and Restated

- Note;
- (f) the Amended and Restated Note shall be issued in a single denomination and shall be numbered "CFP-23-01";
 - (g) the Amended and Restated Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
 - (h) the Amended and Restated Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Borough Clerk.

Section 5. The Amended and Restated Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Parker McCay P.A., Mount Laurel, New Jersey, is hereby authorized to arrange for the printing of the Amended and Restated Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Borough are hereby further severally authorized to (i) execute and deliver, and the Borough Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Borough to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Borough, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Borough 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 Amended and Restated Note and the participation of the Borough in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate 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 Amended and Restated Note and the participation of the Borough in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Borough Clerk shall forward certified copies of this resolution to Parker McCay, P.A., bond counsel to the Borough, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Exhibit A

Form of Note

BOROUGH OF HADDON HEIGHTS, NEW JERSEY
AMENDED AND RESTATED NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

\$ _____, 2023

NJWB - CFP – 2023 - ____

FOR VALUE RECEIVED, the **BOROUGH OF HADDON HEIGHTS**, 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 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 Borrower, 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, and as the same may be amended or supplemented from time to time during such State Fiscal Year, 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.

“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 (in a form to be determined by

the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

“Maturity Date” means [June 30 of the third State Fiscal Year following the State Fiscal Year in which the first construction contract has been certified for funding] or (i) 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 (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), or (ii) 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 to 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 aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, 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 Facilities of the Borrower which constitute 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) 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.

(c) 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.

(d) 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, 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 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, its Environmental Infrastructure System or its properties or operations are subject. The Borrower 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 as of the date hereof).

(e) 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.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

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 or substantially all 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.

(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 its 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 its 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 its 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) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

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 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. 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.

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 occurrence of any of 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; (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) the occurrence of an “Event of Default” pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, 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, or the Borrower shall generally fail to pay its debts as such debts become due.

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: [Name and Address of Borrower, Attention: Name of Authorized 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. December 15, 2020 Note Amended and Replaced. This Note amends, supersedes and replaces that certain note in the stated principal amount of \$100,000 dated December 15, 2020 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 December 15, 2023 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 HADDON HEIGHTS, NEW
JERSEY**

[SEAL]

ATTEST:

By: _____
Authorized Officer

Authorized Officer

RESOLUTION 2023:105

RESOLUTION AUTHORIZING REFUND OF CABIN RENTAL FEES

WHEREAS, the Borough of Haddon Heights offers rental facilities for use by Haddon Heights residents and non-residents; and

WHEREAS, the following refund is required due to a cancellation:

<u>Name</u>	<u>Amount</u>
Nicole Fisher 3 Mercer Drive Haddonfield, NJ 08033	\$300.00

NOW, THEREFORE BE IT RESOLVED, by Mayor and Council of the Borough of Haddon Heights in the County of Camden, State of New Jersey that the above refund is hereby approved.

Date: May 16, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2023:106

RESOLUTION AUTHORIZING REFUND OF TAX OVERPAYMENT

WHEREAS, on May 1, 2023 the Haddon Heights Tax Office received tax overpayment, and

WHEREAS, said overpayment will require a refund to be issued to David and Megan Clapper;

PROPERTY:

212 Third Avenue
Block 20, Lot 7

OVERPAYMENT:

\$4,540.81

REFUND OF \$4,540.81 TO:

David and Megan Clapper
212 Third Avenue
Haddon Heights, NJ 08035

NOW THEREFORE BE IT RESOLVED that Mayor and Council of the Borough of Haddon Heights hereby authorizes the above refund to be issued to David and Megan Clapper, 212 Third Avenue, Haddon Heights, NJ 08035.

Date: January 17, 2023

Council President Christopher Morgan

Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2023:107

RESOLUTION AUTHORIZING PAYMENT OF BILLS & CLAIMS FOR THE SECOND HALF OF MAY

May 16, 2023

Per Attached:

<i>Current Fund</i>	256,012.13
School Taxes	634,551.66
Grant Fund	1,100.00
Capital Fund	226,389.24
Trust - Dog	246.00
<i>Trust Fund</i>	3,561.99

Total Per Attached	<u>1,121,861.02</u>
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Payroll

April 30, 2023	
Current Fund	91,707.22
Trust Fund	<u>9,884.16</u>

Total Payroll	101,591.38
----------------------	------------

Total

<div>1,225,097.40</div>

Date: May 16, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

P.O. Type: All Range: First to Last Format: Detail without Line Item Notes First Enc Date Range: First to 12/31/23 Bid: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y										
Vendor # Name		Contract PO Type		Acct Type Description		Stat/Chk		First Rcvd		Chk/Void
PO #	PO Date Description	Amount	Charge Account					Date	Date	Invoice
Item Description										Excl
ANCERO ANCERO										
23-00415	05/10/23 MAY 2023 PHONES									1099
1	MAY 2023 PHONES	899.72	3-01-31-440-216	B	Regular Telephones	R		05/10/23	05/11/23	2872436
Vendor Total:		899.72								
BACHA BACH ASSOC PC										
23-00048	01/13/23 General Engineering									
3	Escrow - KLD Ventures	967.50	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	A		01/13/23	01/13/23	25845
23-00389 05/04/23 Escrow - Engineering										
1	Escrow:Hicks Blk 70 Lot 1.01	410.00	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	R		05/04/23	05/11/23	26051
2	Escrow:Brostius Blk 70 Lot 26	105.00	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	R		05/04/23	05/11/23	26236
3	Escrow:Brostius Blk 70 Lot 26	95.00	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	R		05/04/23	05/11/23	25622
4	Escrow:Jewusiak Blk 62 Lot 18	300.75	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	R		05/04/23	05/11/23	26230
5	Escrow:Benigno Blk 71 Lot13.01	426.25	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	R		05/04/23	05/11/23	26229
6	Escrow:Hicks Blk 70 Lot 1.01	38.25	T-13-56-860-802	B	Reserve Planning Board Escrow (500)	R		05/04/23	05/11/23	26227
		1,375.25								
23-00413 05/09/23 Engineering: General May 2022										
1	Engineering: General May 2022	1,645.00	2-01-20-165-205	B	Engineering - Professional Services	A		05/09/23	05/09/23	25142
Vendor Total:		3,987.75								
BLACA BLACKWOOD ANIMAL HOSPITAL										
23-00181	02/28/23 ANIMAL SERVICES									
1	11 7TH AVE - RACCOON RABIES	50.00	3-01-27-340-205	B	Animal	R		02/28/23	05/11/23	290242
2	1345 CHESTNUT-EUTHANASTA	74.00	3-01-27-340-205	B	Animal	R		02/28/23	05/11/23	290242
3	MCLAUGHLIN NORCROSS PK-EUTHAN	74.00	3-01-27-340-205	B	Animal	R		02/28/23	05/11/23	290242
		198.00								
Vendor Total:		198.00								

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Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Rcvd	Enc Date	Chk/Void	1099
													Date		Date	Invoice
BLACK005	BLACK'S AUTOMOTIVE															
23-00289	03/30/23	UNIT #18-6	MAINTENANCE													
1	UNIT #18-6	MAINTENANCE				116.82	3-01-26-315-205			B	Vehicle Maint - Police	R	03/30/23	05/11/23	59227	N
23-00372	04/25/23	UNIT #18-7	MAINTENANCE													
1	UNIT #18-7	MAINTENANCE				665.75	3-01-26-315-205			B	Vehicle Maint - Police	R	04/25/23	05/11/23	59402	N
23-00424	05/11/23	UNIT #18-10	MAINTENANCE													
1	UNIT #18-10	MAINTENANCE				97.55	3-01-26-315-205			B	Vehicle Maint - Police	R	05/11/23	05/11/23	59565	N
Vendor Total:						880.12										
BLUE1	HORIZON BLUE CROSS	BLUE SHIELD														
23-00395	05/04/23	DENTAL MAY 2023														
1	DENTAL MAY 2023					1,303.90	3-01-23-220-245			B	Blue Cross Dental	R	05/04/23	05/11/23	301706316	N
Vendor Total:						1,303.90										
CAMDR	COVANTA ENERGY, LLC															
23-00394	05/04/23	DISPOSAL APRIL 2023														
1	MUNI SOLID WASTE APRIL 2023					19,762.67	3-01-32-465-217			B	Solid Waste -Camden Resource Recovery	R	05/04/23	05/11/23	442739	N
2	RECYCLING TAX APRIL 2023					682.02	3-01-32-465-302			B	Recycling Tax	R	05/04/23	05/11/23	442739	N
Vendor Total:						20,444.69										
CASEC	CHRISTINE CASERTA VMD															
23-00377	04/26/23	2023 HADDON HTS RABIES CLINIC														
1	2023 HADDON HTS RABIES CLINIC					225.00	T-12-56-850-801			B	Reserve Dog Trust Expenses	R	04/26/23	05/11/23		N
Vendor Total:						225.00										
CCJIN	CAMDEN CTY MUN JOINT INS FUND															
23-00401	05/04/23	2ND INSTALLMENT INSURANCE 2023														
1	2ND INSTALLMENT INSURANCE 2023					56,038.50	3-01-23-215-274			B	Workmen's Compensation	R	05/04/23	05/11/23	100-2023	N

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	1,645.00	0.00	0.00	1,645.00
CURRENT FUND	3-01	888,918.79	0.00	0.00	888,918.79
GENERAL CAPITAL FUND	C-04	226,389.24	0.00	0.00	226,389.24
	G-02	1,100.00	0.00	0.00	1,100.00
DOG TRUST (ANIMAL)	T-12	246.00	0.00	0.00	246.00
TRUST - OTHER TRUST	T-13	3,561.99	0.00	0.00	3,561.99
Year Total:		3,807.99	0.00	0.00	3,807.99
Total of All Funds:		1,121,861.02	0.00	0.00	1,121,861.02

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Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Rcvd	Enc Date	Chk/Void	Date	Invoice	1099	Excl
HHEDU HADDON HEIGHTS BD OF EDUCATION																			
23-00390 05/04/23 TAXES 2ND HALF MAY 2023																			
1 TAXES 2ND HALF MAY 2023 634,551.66 3-01-55-001-001 B Local School Taxes Payable R 05/04/23 05/11/23 N																			
Vendor Total: 634,551.66																			
JORGENSE ANNE JORGENSEN																			
23-00374 04/25/23 COMM GARDEN REIMBURSEMENT																			
1 COMM GARDEN REIMBURSEMENT 89.98 T-13-56-860-819 B Reserve Community Garden Expenses (516) R 04/25/23 05/11/23 N																			
Vendor Total: 89.98																			
JSRGEN JSR Generator Service LLC																			
23-00379 04/26/23 FIRE HOUSE GENERATOR																			
1 FIRE HOUSE GENERATOR 750.00 3-01-25-265-279 B Fire - Mandatory Inspect/Certif R 05/10/23 05/11/23 N																			
Vendor Total: 750.00																			
KDI KDI, INC.																			
23-00396 05/04/23 CONTRACT BASE/OVERAGE CHARGES																			
1 CONTRACT BASE 4/11/23-7/10/23 234.30 3-01-20-100-516 B Service Contracts R 05/04/23 05/11/23 N																			
2 OVERAGE CHG 1/11/23-4/10/23 380.88 3-01-20-100-516 B Service Contracts R 05/04/23 05/11/23 N																			
615.18																			
Vendor Total: 615.18																			
LUCAS005 LUCAS GREENHOUSES																			
23-00414 05/10/23 PLANTS ORDER																			
1 PLANTS ORDER 630.15 T-13-56-860-828 B Reserve for Heights Grows R 05/10/23 05/11/23 N																			
Vendor Total: 630.15																			
MAGEECHR CHRISTINE MAGEE																			
23-00360 04/20/23 SUMMER REC REFUND 2023																			
1 SUMMER REC REFUND 2023 130.00 3-01-55-004-001 B Refund of CY Revenue R 04/20/23 05/11/23 N																			
Vendor Total: 130.00																			

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Vendor #	Name	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Rcvd	Chk/Void	1099
PO #	PO Date	Description							Date	Date	Excl
Item Description											
MAJEST05 MAJESTIC OIL COMPANY INC											
23-00410	05/08/23	DIESEL FUEL 4/26		647.22	3-01-31-460-276	B Diesel	Fuel	R	05/08/23	05/11/23	N
Vendor Total:				647.22							
NETS NETWORKS PLUS, LLC											
23-00399	05/04/23	NETWORKS PLUS MAY 2023		1,776.00	3-01-20-100-515	B Computer	Maintenance	R	05/04/23	05/11/23	N
Vendor Total:				1,776.00							
NJAMB NJ AMERICAN WATER											
23-00402	05/08/23	NJAW APRIL 2023		81.70	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
1 HH FIRE DEPT				58.05	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
2 DEVON SOCCER FIELDS				49.65	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
3 LAKE ST PUMP STATION				49.65	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
4 DEVON SOCCER FIELDS				28.25	T-13-56-860-819	B Reserve	Community Garden Expenses (516)	R	05/08/23	05/11/23	N
5 COMMUNITY GARDEN				66.45	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
6 MUNICIPAL BLDG				58.05	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
7 SOF BLDG				28.25	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
8 LOG CABIN				327.00	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
9 CERVINO FIELD				58.05	3-01-31-445-289	B Water	Service	R	05/08/23	05/11/23	N
10 COMMUNITY CENTER				8,010.40	3-01-25-265-389	B Fire	Hydrant Water Service	R	05/08/23	05/11/23	N
11 FIRE HYDRANTS				8,815.50							
Vendor Total:				8,815.50							
NJHSS NJ DEPT. HEALTH & SENIOR SVCS.											
23-00392	05/04/23	DOG LICENSES APRIL 2023		21.00	T-12-56-850-821	B Dog Fees	Due State of NJ	R	05/04/23	05/11/23	N
Vendor Total:				21.00							

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Vendor #	Name	PO #	PO Date	Description	Item Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First Rcvd	Enc Date	Chk/Void	Date	Invoice	Excl
PROPATTI MEGAN PROPATTI																		
23-00352 04/20/23 POPCORN - NEIGHBORS NIGHT OUT																		
1 POPCORN MAKER 279.99 T-13-56-860-823 B Reserve for Neighbor Night Out (520) R 04/20/23 05/11/23 N																		
2 POPCORN 160.96 T-13-56-860-823 B Reserve for Neighbor Night Out (520) R 04/20/23 05/11/23 N																		
440.95																		
Vendor Total: 440.95																		
PSEGR PSE&G																		
23-00420 05/10/23 PSE&G APRIL 2023 (2)																		
1 CERVINO FIELD 0.00 3-01-31-430-288 B Electric & Gas R 05/10/23 05/11/23 N																		
2 LOG CABIN 209.32 3-01-31-430-288 B Electric & Gas R 05/10/23 05/11/23 N																		
3 CANNON LIGHTS 4.96 3-01-31-435-288 B Street Lighting R 05/10/23 05/11/23 N																		
4 SOF BUILDING 954.20 3-01-31-430-288 B Electric & Gas R 05/10/23 05/11/23 N																		
5 COMMUNITY CENTER 720.17 3-01-31-430-288 B Electric & Gas R 05/10/23 05/11/23 N																		
6 DEVON AVE LIGHTS 1,842.98 3-01-31-435-288 B Street Lighting R 05/10/23 05/11/23 N																		
7 GLOVER AVE LIGHTS 220.68 3-01-31-435-288 B Street Lighting R 05/10/23 05/11/23 N																		
3,952.31																		
Vendor Total: 3,952.31																		
REPUSCR REPUBLIC SERVICES CAMDEN REC																		
23-00422 05/11/23 APRIL 2023 RECYCLING FEES																		
1 APRIL 2023 RECYCLING FEES 5,009.81 3-01-32-465-203 B Solid Waste-Recycling Tipping Fees R 05/11/23 05/11/23 N																		
5,009.81																		
Vendor Total: 5,009.81																		
RETRO THE RETROSPECT																		
23-00416 05/10/23 PLAN/ZONE BD 4/20 LEGAL AD																		
1 PLAN/ZONE BD 4/20 LEGAL AD 28.36 3-01-21-185-217 B Zoning Bd - Legal Advertising R 05/10/23 05/11/23 N																		
28.36																		
Vendor Total: 28.36																		
SJSAN SEASIDE WASTE SERVICES																		
23-00400 05/04/23 APRIL 2023 TRASH COLLECTION																		
1 APRIL 2023 TRASH COLLECTION 46,583.33 3-01-26-305-202 B Trash - SJ Sanitation R 05/04/23 05/11/23 N																		
46,583.33																		
Vendor Total: 46,583.33																		

HADDON HEIGHTS BOROUGH
Purchase Order Listing By Vendor Id

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[illegible]

Vendor #	Name	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
PO #	PO Date	Description	Amount					Date	Date	Date	Excl
Item	Description										
WLWL	WADE, LONG, WOOD, & LONG, LLC										
23-00405	05/08/23	LEGAL FEES APRIL 2023									
1	LEGAL FEES APRIL 2023		4,278.25	3-01-20-155-205	B Legal	Contractual - Solicitor Expense	R	05/08/23	05/11/23	31636	N
Vendor Total:			4,278.25								
Total Purchase Orders:		44	Total P.O. Line Items:		77	Total List Amount:		1,121,861.02	Total Void Amount:		0.00

RESOLUTION 2023:108

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

WHEREAS, the Governing Body of the Borough of Haddon Heights is subject to certain requirements of the *Open Public Meetings Act*, N.J.S.A. 10:4-6 et seq., and

WHEREAS, the *Open Public Meetings Act*, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Governing Body of the Borough of Haddon Heights to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- _____ (1) **Matters required by Law to be Confidential:** Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) **Matters Involving Individual Privacy:** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) **Matters Relating to Collective Bargaining Agreements:** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body
- _____ (5) **Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:** Any matter involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

- _____ (6) **Matters Relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of possible violations of the law.
- X (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer. **1.) Matter related to St. Mary's Redevelopment. 2.) Matter related to 2023 Municipal Budget and potential capital budget. Discussions are expected to be 1/2 hr. each in duration. Formal action may be taken on the foregoing items following Executive Session.**
- _____ (8) **Matters Relating to the Employment Relationship:** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.
- _____ (9) **Matters Relating to the Potential Imposition of a Penalty:** Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights, assembled in public session on May 16, 2023 that an Executive Session closed to the public shall be held on May 16, 2023 at approximately 7:30 pm for the discussion of matters relating to the specified item(s) designated above.

It is anticipated that the deliberations conducted in Closed Session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Governing Body of the Borough of Haddon Heights at a public meeting held on May 16, 2023.

Date: May 16, 2023

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2023:109

RESOLUTION APPOINTING FINANCIAL ADVISOR

NOW, THEREFORE BE IT RESOLVED that Phoenix Advisors, LLC is hereby appointed to the position of Financial Advisor for the Borough of Haddon Heights;

BE IT FURTHER RESOLVED that said appointment is effective immediately and shall extend through December 31, 2023.

May 16, 2023

Mayor Zachary Houck

ATTEST:

Kelly Santosusso, RMC, Borough Clerk

CERTIFICATION:

I, Kelly Santosusso, Clerk of the Borough of Haddon Heights do hereby certify that the foregoing Resolution is a true and correct copy of a Resolution adopted by the Governing Body at a public meeting held on May 16, 2023.

Kelly Santosusso, RMC, Borough Clerk