



BOROUGH OF HADDON HEIGHTS  
COUNCIL BUSINESS MEETING AGENDA

Tuesday, September 19, 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:
  - a) Annual Renewal of Dental & Vision Coverage for Active Full-time and Retired Employees – *Clerk Santosusso, Dave Weiss, Hardenbergh Insurance Group*
  - b) Proposed 2024 Meeting Dates – *Clerk Santosusso*
  - c) Halloween Trick or Treating Hours – *Clerk Santosusso*
  - d) New Jersey League of Municipalities – *Clerk Santosusso*
  - e) Pedestrian Improvements at Intersection of Station Avenue & East & West Atlantics – *Councilwoman Russo*
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. APPROVAL OF MINUTES of the September 5, 2023 Work Session
8. COUNCIL MEMBER REPORTS:
9. MAYOR'S REPORT:
10. UNFINISHED BUSINESS:

PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE 2023:1533 – ORDINANCE OF THE BOROUGH OF HADDON HEIGHTS AMENDING ARTICLE XXV OF THE ZONING AND LAND DEVELOPMENT CODE TO ADD A NEW SECTION 450-164.1 ENTITLED "AFFORDABLE HOUSING DEVELOPMENT FEES"

PUBLIC HEARING AND FINAL ADOPTION OF BOND ORDINANCE 2023:1534 – BOND ORDINANCE AUTHORIZING VARIOUS ROADWAY IMPROVEMENTS IN THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, NEW JERSEY; APPROPRIATING THE SUM OF \$93,130 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 \$88,473; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

11. NEW BUSINESS:

ORDINANCE 2023:1535 – ORDINANCE AUTHORIZING THE RENEWAL OF THE PILOT AGREEMENT WITH HADDON HEIGHTS SENIOR CITIZEN HOUSING CORP. FOR BLOCK 2301, LOT 28

Public Hearing and final adoption Ordinance 2023:1535 is scheduled for Tuesday, October 3, 2023 at approximately 7 pm in the Municipal Building located at 625 Station Avenue, Haddon Heights, New Jersey.

ORDINANCE 2023:1536 – AN ORDINANCE AUTHORIZING SALARIES, WAGES AND REIMBURSEMENTS TO BE PAID TO NON-CONTRACTUAL EMPLOYEES OF THE BOROUGH OF HADDON HEIGHTS – *To be provided Tuesday, September 19th*

Public Hearing and Final Adoption of Ordinance 2023:1536 is scheduled for Tuesday, October 3, 2023 at approximately 7 pm in the Municipal Building located at 625 Station Avenue, Haddon Heights, New Jersey.

Resolution 2023:161 – Resolution to Close Certain Planning Board Escrow Accounts and Refund Remaining Balances

Resolution 2023:162 – Resolution Setting Curfew and Trick or Treating Hours for Halloween

Resolution 2023:163 – Resolution Requesting the Insertion of A Special Item of Revenue In the Budget of Any County or Municipality Pursuant to N.J.S.A. 40A:4-87 (Chapter 159 P.L. 1948) – Open Space, Recreation, Farmland and Historic Preservation Trust Fund Grant – *Fitzgerald Memorial Park Infield (Round 23)*

Resolution 2023:164 – Resolution Authorizing a Refund of a Community Center Rental Fee

Resolution 2023:165 – Resolution Authorizing Payment of Bills and Claims for the Second Half of September

Resolution 2023:166 – 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 Personnel in the Tax Assessors Office. Discussion is expected to be ½ hr. in duration. Formal action may be taken on the foregoing item following Executive Session.***

12. PUBLIC COMMENT

13. ADJOURNMENT

**BOROUGH OF HADDON HEIGHTS**

**ORDINANCE 2023:1533**

**ORDINANCE OF THE BOROUGH OF HADDON HEIGHTS  
AMENDING ARTICLE XXV OF THE ZONING AND LAND DEVELOPMENT CODE  
TO ADD A NEW SECTION 450-164.1 ENTITLED “AFFORDABLE HOUSING  
DEVELOPMENT FEES”**

**WHEREAS**, Haddon Heights Borough has set forth a plan to comply with its *Mount Laurel* affordable housing obligations, which plan is summarized and memorialized in the Settlement Agreement dated October 20, 2016 between Haddon Heights Borough and Fair Share Housing Center, and approved by Court Order dated December 16, 2016; and

**WHEREAS**, the Housing Element and Fair Share Plan adopted by the Planning Board and endorsed by Borough Council in 2016 anticipated the adoption of a mandatory affordable housing development fee ordinance, to enable the Borough to collect development fees as authorized by the Fair Housing Act, which will be deposited into an Affordable Housing Trust Fund; which will be expended in support of the production and retention of affordable housing; and

**WHEREAS**, the Borough strives to enact land use regulations that are consistent with current affordable housing rules and regulations and that advance the Borough’s housing goals and objectives as set forth in the Housing Element and Fair Share Plan and that facilitate the production of affordable housing in satisfaction of the Borough’s obligations under the Fair Housing Act.

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED** by the Borough Council of the Borough of Haddon Heights, County of Camden, State of New Jersey as follows:

**SECTION I. Add a new section Section 450-164.1 “Affordable Housing Development Fees” as follows.**

**Section 450-164.1 Affordable Housing Development Fees**

**A. Short Title.** This section of the Haddon Heights Borough Code shall be known and may be cited as the Mandatory Development Fee Ordinance or the Affordable Housing Development Fee Ordinance of the Borough of Haddon Heights.

**B. Purpose**

1. In Holmdel Builder’s Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing’s (COAH’s) adoption of rules.

2. Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a Court of competent jurisdiction and have a COAH-approved or Court-approved spending plan may retain fees collected from non-residential development.
3. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing fee collections and expenditures from the municipal affordable housing trust funds to implement municipal third round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
4. This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this section shall be used for the sole purpose of providing and supporting low- and moderate-income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

**C. Definitions.** The following terms, as used in this ordinance, shall have the following meanings:

1. **"Affordable housing development"** means a development included in the Borough's Fair Share Plan or otherwise intended to address the Borough's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project, or a 100 percent affordable development.
2. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Fair Housing Act which previously had primary jurisdiction over the administration of housing obligations in accordance with sound regional planning consideration in the State. Pursuant to the Executive Reorganization Act of 1969, P.L. 1969, c. 203 (C. 52:14C-1 et seq.), the Governor abolished the Council and transferred all functions, powers, and duties to the Commissioner of the Department of Community Affairs, effective August 29, 2011. As such, any and all references to COAH shall mean the Department.
3. **"Development fee"** means money paid by a developer for the improvement of property and in support of affordable housing as permitted in N.J.A.C. 5:93-8.
4. **"Developer"** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder

of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

5. **"Equalized assessed value"** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c). The tax assessor may estimate the equalized assessed value at the time of issuance of a building permit utilizing estimates for construction cost. Final equalized assessed value will be determined by the tax assessor at project completion.
6. **"Green building strategies"** means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.
7. **"Housing Trust Fund"** means the interest-bearing account in which all development fees will be deposited pursuant to N.J.A.C. 5:93-8.15.
8. **"Judgement of Compliance and Repose"** means a judgement issued by the Superior Court approving a municipality's plan to satisfy its fair share obligation.

#### **D. Residential Development Fees**

1. Imposed fees
  - a. Within all residential zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for residential development, provided no increased density is permitted.
  - b. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six percent (6%) of the equalized assessed value for each additional unit (above what is permitted by the base zone) that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.
2. Eligible exactions, ineligible exactions and exemptions for residential development
  - a. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the

municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

- b. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- c. Development fees shall not be imposed on isolated single lots (infill lots) when the lot was not part of a subdivision, and when only one single-family dwelling is constructed.
- d. Residential structures demolished and replaced as a result of a fire, flood, or similar natural disaster shall be exempt from paying a development fee.

#### **E. Non-residential Development Fees**

##### **1. Imposed fees**

- a. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

##### **2. Eligible exactions, ineligible exactions and exemptions for non-residential development**

- a. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- b. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- d. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- e. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Haddon Heights Borough as a lien against the real property of the owner.
- f. Religious organizations that engage in construction activity for religious purposes shall be exempt from paying development fees.

#### **F. Collection Procedures**

- 1. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- 2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

3. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
4. Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
5. The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
6. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should Haddon Heights Borough fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
8. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
9. Appeal of development fees
  - a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Haddon Heights Borough. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - b. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Haddon Heights Borough. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest



earned on amounts escrowed shall be credited to the prevailing party.

**G. Affordable Housing Trust Fund**

1. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - a. payments in lieu of on-site construction of affordable units;
  - b. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - c. rental income from municipally operated units;
  - d. repayments from affordable housing program loans;
  - e. recapture funds;
  - f. proceeds from the sale of affordable units; and
  - g. any other funds collected in connection with Haddon Heights Borough's affordable housing program.
3. In the event of a failure by the Borough to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgement of compliance or a revocation of the judgement of compliance; or a failure to implement the approved spending plan and to expend funds within the applicable required time period as set forth in In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div 2015) (aff'd 442 N.J. Super 563); or the expenditure of funds on activities not approved by the Court or for other good cause demonstrating the unapproved use of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS) to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds, to the extent practicable, be utilized for affordable housing programs within the Borough of Haddon Heights, or, if not practicable then within the County or the Housing Region.
4. Any party may bring a motion before the Superior Court presenting evidence of such condition and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant conditions, and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

5. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

#### **H. Use of Funds**

1. The expenditure of all funds shall conform to a spending plan approved by the Department or the Superior Court (as the case may be). Funds deposited in the housing trust fund may be used for any activity approved by the Department or Court to address Haddon Heights Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
2. Funds shall not be expended to reimburse Haddon Heights Borough for past housing activities.
3. At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
  - a. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, and assistance with emergency repairs.
  - b. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
  - c. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

4. Haddon Heights Borough may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:94-7.
5. No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Department's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

**I. Monitoring**

1. On an annual basis commencing with the first anniversary of the entry of the Order granting a Final Judgement of Compliance and Repose, Haddon Heights Borough shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (DCA), COAH or Local Government Services (LGS) or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all trust fund activity, including the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Borough's housing program, as well as the expenditure of revenues and implementation of the plan approved by the Court.

**J. Ongoing Collection of Fees**

1. The ability for Haddon Heights Borough to impose, collect and expend development fees shall expire with its judgment of compliance unless Haddon Heights has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a Declaratory Judgement action, and has received Court approval of its development fee ordinance. If Haddon Heights Borough fails to renew its ability to impose and collect development fees prior to the expiration of judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal housing trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). The Borough shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive

certification or judgment of compliance, nor shall the Borough retroactively impose a development fee on such a development. The Borough shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

### **SECTION III. REPEALER**

Ordinances or provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

### **SECTION IV. INVALIDITY**

If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall only apply to the section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

### **SECTION V. EFFECTIVE DATE**

This Ordinance shall take effect upon adoption and publication according to law and the filing of same with the Camden County Planning Board in accordance with N.J.S.A. 40:55D-16.

Introduced: SEPT. 5, 2023  
Public Hearing: \_\_\_\_\_  
Final Adoption: \_\_\_\_\_

\_\_\_\_\_  
Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

**BOROUGH OF HADDON HEIGHTS, NEW JERSEY**

**ORDINANCE 2023:1534**

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**BOND ORDINANCE AUTHORIZING VARIOUS ROADWAY IMPROVEMENTS IN THE BOROUGH OF HADDON HEIGHTS, COUNTY OF CAMDEN, NEW JERSEY; APPROPRIATING THE SUM OF \$93,130 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 \$88,473; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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**BE IT ORDAINED** by the Borough Council of the Borough of Haddon Heights, County of Camden, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the Borough of Haddon Heights, County of Camden, New Jersey ("Borough").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the Borough from all sources for the purposes stated in Section 7 hereof is \$93,130;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$88,473; and
- (c) a down payment in the amount of \$4,657 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

**Section 3.** The sum of \$88,473, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$4,657, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the Borough in an amount not to exceed \$88,473 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the Borough in an amount not to exceed \$88,473 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$50,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<b><u>Purpose/Improvement</u></b>	<b><u>Estimated Total Cost</u></b>	<b><u>Down Payment</u></b>	<b><u>Amount of Obligations</u></b>	<b><u>Period of Usefulness</u></b>
A.	Various Roadway Improvements throughout the Borough including, but not limited to, 13 <sup>th</sup> Avenue (CR 656), together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the plans and specifications on file in the office of the Borough Clerk	\$59,730	\$2,987	\$56,743	10 years
B.	Preliminary Costs associated with Roadway Projects for St. Martins Avenue and Devon Avenue, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	33,400	1,670	31,730	5 years
	<b>TOTAL</b>	<b>\$93,130</b>	<b>\$4,657</b>	<b>\$88,473</b>	

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration respective amounts of bond or bond anticipation notes authorized for said several purposes, is not less than 8.20 years.

**Section 9.** Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the Borough, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$88,473 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the Borough are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the Borough shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The applicable Capital Budget of the Borough is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

**Section 13.** The Borough hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the Borough prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The Borough hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 15.** The improvements authorized hereby are not current expenses and are improvements that the Borough may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 16.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 17.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Introduced: September 5, 2023

Public Hearing: \_\_\_\_\_

Final Adoption: \_\_\_\_\_



## **ORDINANCE 2023:1535**

### **ORDINANCE AUTHORIZING THE RENEWAL OF THE PILOT AGREEMENT WITH HADDON HEIGHTS SENIOR CITIZEN HOUSING CORP. FOR BLOCK 2301, LOT 28**

**WHEREAS**, Haddon Heights Senior Citizen Housing Corp. (“Sponsor”) is a not for profit, urban renewal entity qualified to do business under the provisions of N.J.S.A. 40A:20-1 et seq., and is the Owner of all that certain 100% affordable housing project established in the Borough of Haddon Heights (“Borough”) in 1976, known as “Stanfill Towers” (the “Project”), which is situated on that certain tract of real property, consisting of approximately 1.5 acres, designated on the Borough Tax Map as Block 2301, Lot 28, commonly known as 117 E. Atlantic Avenue, Haddon Heights, NJ 08035 (the “Property”); and

**WHEREAS**, the Project consists of 123 Senior rental units, inclusive of one (1) superintendent unit, 100% of which, or 123 units, are occupied by extremely low and very low-income Senior Citizens (30-50% of median income), consistent with affordability controls and parameters established in regulations promulgated by the U.S. Department of Housing and Urban Development under Section 8(o) of the United States Housing Act of 1937); and

**WHEREAS**, the Project currently is the subject of certain federal subsidies (HUD Section 8) rental housing assistance payments and which subsidies impose affordability controls on the Project consistent with the current occupancy of the units, as aforesaid; and

**WHEREAS**, in furtherance of and to further support the sustainability of the Project for affordable housing, in 1975, the Borough entered into a written financial agreement with the Haddon Heights Senior Citizen Housing Corp.. providing for the payment of an annual service charge for municipal services in lieu of traditional taxes, for so long as the Project remained subject to the original NJHMFA mortgage and the affordability controls imposed as a condition of HUD Section 8 Housing Assistance Payments (HAP) (the “Existing Financial Agreement”); and

**WHEREAS**, the original NJHMFA mortgage was fully paid in 2002, whereupon the Existing Financial Agreement was renewed for a period of 20 years; and

**WHEREAS**, upon expiration of the original term of the said agreement, the aforesaid affordability controls also will terminate or expire pursuant to N.J.S.A. 55:14K-37b, whereupon all of the units in the Project may be marketed and rented or sold as market rate units, to the detriment of the Senior Citizens in residence at the Project and other low -income Senior Citizens who may wish to reside in the Borough in the future; and

**WHEREAS**, the Sponsor desires that the Project continue to be operated as an affordable housing project, and has requested that the Borough enter into a new financial agreement providing for the continued payment of an annual service charge for municipal services in lieu of traditional taxes, and, in furtherance thereof; and

**WHEREAS**, the Borough also desires that the Project continue to be operated as an affordable housing project for the benefit of low and moderate-income Senior Citizens residing,

or who in the future may wish to reside, in the Borough, and is willing to enter into this Agreement providing for payments in lieu of traditional taxes; and

**WHEREAS**, the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) (the “NJHMFA Law”) and the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) (the “LTTE Law”) authorize a municipality to continue a tax exemption previously granted to a State or federally subsidized affordable housing project, such as the Project, beyond the date on which initial NJHMFA financing is fully paid, so long as the project remains subject to affordability controls pursuant to, inter alia, project-based federal rental assistance authorized pursuant to Section 8 of the United States Housing Act of 1937; and

**WHEREAS**, the Borough desires to approve an agreement with Haddon Heights Senior Citizen Housing Corp. to provide for a Payment in Lieu of Taxes in a form attached hereto and made apart hereof.

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

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Borough of Haddon Heights approves the attached Agreement with Haddon Heights Senior Citizen Housing Corp. to provide for a Payment in Lieu of Taxes
3. This Ordinance shall become effective immediately upon final passage and publication as required by law.

Introduced: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Final Adoption: \_\_\_\_\_

\_\_\_\_\_  
Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement for Payment in Lieu of Taxes (“**Agreement**”), is made this \_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between Haddon Heights Senior Citizen Housing Corp. a New Jersey not for profit corporation, and an urban renewal entity qualified to do business under the provisions of N.J.S.A. 40A:20-1 *et seq.*, having an address at 117 E. Atlantic Avenue, Haddon Heights, NJ 08035 (the “**Sponsor**”), along with its successors and Permitted Transferees (hereinafter defined), and the Borough of Haddon Heights, a municipal corporation in the County of Camden and State of New Jersey, with offices at 625 Station Avenue, Haddon Heights, New Jersey (the “**Borough**”) (each, a “**Party**” and collectively, the “**Parties**”).

### WITNESSETH:

**WHEREAS**, the Sponsor is the Owner of all that certain 100% affordable housing project established in the Borough in 1976, known as “Stanfill Towers” (the “**Project**”), which is situated on that certain tract of real property, consisting of approximately 1.5 acres, designated on the Borough Tax Map as Block 2301, Lot 28, commonly known as 117 E. Atlantic Avenue, Haddon Heights, NJ 08035 (the “**Property**”); and

**WHEREAS**, the Project consists of 123 Senior rental units, inclusive of one (1) superintendent unit, 100% of which, or 123 units, are occupied by extremely low and very low-income Senior Citizens (30-50% of median income), consistent with affordability controls and parameters established in regulations promulgated by the U.S. Department of Housing and Urban Development under Section 8(o) of the United States Housing Act of 1937); and

**WHEREAS**, the Project currently is the subject of certain federal subsidies (HUD Section 8) rental housing assistance payments and which subsidies impose affordability controls on the Project consistent with the current occupancy of the units, as aforesaid; and

**WHEREAS**, in furtherance of and to further support the sustainability of the Project for affordable housing, in 1975, the Borough entered into a written financial agreement with the Haddon Heights Senior Citizen Housing Corp.. providing for the payment of an annual service charge for municipal services in lieu of traditional taxes, for so long as the Project remained subject to the original NJHMFA mortgage and the affordability controls imposed as a condition of HUD Section 8 Housing Assistance Payments (HAP) (the “**Existing Financial Agreement**”); and

**WHEREAS**, the original NJHMFA mortgage was fully paid in 2002, whereupon the Existing Financial Agreement was renewed for a period of 20 years; and

**WHEREAS**, upon expiration of the original term of the said agreement, the aforesaid affordability controls also will terminate or expire pursuant to N.J.S.A. 55:14K-37b, whereupon all of the units in the Project may be marketed and rented or sold as market

rate units, to the detriment of the Senior Citizens in residence at the Project and other low - income Senior Citizens who may wish to reside in the Borough in the future; and

**WHEREAS**, the Sponsor desires that the Project continue to be operated as an affordable housing project, and has requested that the Borough enter into a new financial agreement providing for the continued payment of an annual service charge for municipal services in lieu of traditional taxes, and, in furtherance thereof, and

**WHEREAS**, the Borough also desires that the Project continue to be operated as an affordable housing project for the benefit of low and moderate-income Senior Citizens residing, or who in the future may wish to reside, in the Borough, and is willing to enter into this Agreement providing for payments in lieu of traditional taxes, upon the terms and subject to the conditions set forth herein; and

**WHEREAS**, the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.) (the “**NJHMFA Law**”) and the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) (the “**LTTE Law**”) authorize a municipality to continue a tax exemption previously granted to a State or federally subsidized affordable housing project, such as the Project, beyond the date on which initial NJHMFA financing is fully paid, so long as the project remains subject to affordability controls pursuant to, *inter alia*, project-based federal rental assistance authorized pursuant to Section 8 of the United States Housing Act of 1937, and

**WHEREAS**, on \_\_\_\_\_ 2023, the Borough Council adopted an ordinance (Ordinance No. \_\_\_\_\_, the “**Ordinance**”) authorizing the execution and delivery of this Agreement, a copy of which is appended hereto as **Exhibit “A”** and made a part hereof;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is mutually covenanted and agreed by and between the Sponsor and the Borough as follows:

1. The foregoing Recitals are incorporated herein by reference, as if fully set forth at length.
2. The Effective Date of this Agreement shall be the date on which it is counter-signed and delivered by the Borough to the Sponsor;
3. The Sponsor acknowledges and agrees that the Borough enters into this Agreement in reliance upon continuing supervision over the Sponsor during the Term, by the U.S. Department of Housing and Urban Development; and
4. Subject to all of the terms and conditions of this Agreement, as well as the requirements of the Long Term Tax Exemption Law, the Property and existing improvements comprising the Project shall be exempt from conventional taxation for a

period commencing on the Tax Exemption Commencement Date, and, unless earlier terminated, continuing for a period of twenty (20) years from the Tax Exemption Commencement Date.

5. (a) In consideration of the aforesaid tax exemption, the Sponsor shall make payment to the Borough of an annual service charge for municipal services provided to the Project (the “**Annual Service Charge**”), in the amount of **Ninety Thousand (\$90,000.00) Dollars**.

(b) Beginning with tax year 2024 the Annual Service Charge set forth above shall be increased in the amount of **three (3%) percent per year** and shall increase in that same amount each subsequent year for the 20 year term of this agreement. (See Exhibit “B” attached hereto and a part hereof).

(c) The Annual Service Charge shall be paid by the Sponsor on a quarterly basis, on the same dates as real estate taxes are paid to the Borough; namely, on February 1, May 1, August 1 and November 1 of each year commencing on the Tax Exemption Commencement Date. In the event that the Sponsor fails to timely pay any installment of the Annual Service Charge or any other amount due under this Agreement, the entire amount past due shall bear, until paid in full, the highest rate of interest permitted to be assessed under applicable State law against delinquent taxpayers in the case of unpaid taxes or tax liens, which interest rate is currently eighteen percent (18%).

(d) In the event of the delinquency in the payments due the Borough under this Agreement, the Borough shall give notice to the Sponsor, and shall allow the Sponsor thirty (30) days to cure the delinquency prior to exercise of any of its remedies available hereunder or at law or in equity.

6. In consideration of the aforesaid tax exemption, throughout the Term of this Agreement, the Sponsor shall administer and market the units in the Project consistent with the requirements of Section 8 of the United States Housing Act of 1937.

(a) The Annual Service Charge paid by the Sponsor pursuant to this Agreement shall be in lieu of traditional taxes, and the Borough shall have all rights and remedies of tax enforcement and collection granted to municipalities by law just as if said payments constituted regular tax obligations on real property within the Borough.

7. (a) The Sponsor recognizes the importance of the Project to the general welfare of the community and the public assistance to be made available by the Borough on the terms and conditions stated in this Agreement. Thus, the Sponsor acknowledges and agrees that any change in the ownership or control of the Sponsor is, for practical purposes, a transfer or disposition of the property interest in the Project then owned by the Sponsor, and, therefore, that the qualifications and identity of the Sponsor and its principals are of

particular concern to the Borough. Accordingly, except for Permitted Transfers (as hereinafter defined), during the Term of this Agreement, the Sponsor shall not, without the prior written consent of the Borough: (i) effect or permit any change, directly or indirectly, in the ownership or control of the Sponsor; (ii) assign or attempt to assign this Agreement or any rights herein, except to a Permitted Transferee (as hereinafter defined); or (iii) make any total or partial sale, transfer or conveyance of the whole or any part of the Project or the Property (individually and collectively, a “**Transfer**”).

8. Without violating the provisions of Paragraph 7, the Sponsor may effectuate the following Transfers, to which the Borough hereby consents upon receipt of written notice thereof, as provided below, without the necessity of further action by the Borough (“**Permitted Transfers**”):

(a) a collateral assignment (and the recording thereof) as security for the purpose of obtaining a permanent mortgage as part of the refinancing or financing of the Project or its Improvements;

(b) the recording of the Declaration;

(c) a mortgage or mortgages and other liens and encumbrances, and the recording thereof,

(d) any easements, covenants and/or restrictions recorded in the chain of title to the Property as of the Effective Date of this Agreement;

(e) leases of units in the Project to individuals or Senior Citizens who reside, or enter into residence, in such units subject to the affordability controls imposed by HUD;

9. (a) For purposes of this Agreement, an event of “**Default**” on the part of the Sponsor means the breach or failure of the Sponsor to perform any obligation imposed upon it by the terms of this Agreement and/or the Long Term Tax Exemption Law beyond any applicable grace period or cure period.

(b) Should the Sponsor be in Default, the Borough shall provide written notice to the Sponsor or a Secured Party, of such Default. Said notice shall set forth with reasonable particularity the basis of the Default. The Sponsor shall have thirty (30) days after it receives notice of Default to cure such Default (other than a Default in the payment of any installment of the Annual Service Charge or any other amount due to the Borough under this Agreement, which must be cured by the Sponsor within thirty (30) days after receipt of notice subject to a Secured Party’s additional cure period, if applicable. Curing the Default shall be the sole and exclusive remedy available to the Sponsor or the Secured Party, as applicable.

(c) In the event that the Sponsor or, subject to a Secured Party, fails to timely cure a Default (other than the payment of any installment of the Annual Service

Charge or any other amount due to the Borough under this Agreement), the Borough, in its sole discretion and without waiver of any other available remedies, shall have the right to immediately exercise the following remedies: (i) terminate this Agreement, whereupon the Property and the Project shall be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough; (ii) seek specific performance and/or injunctive relief; and/or (iii) exercise any other remedy available to the Borough under this Agreement or at law or in equity.

(d) In the event that the Sponsor or a Secured Party, fails to timely cure a Default involving the payment of any installment of the Annual Service Charge or other amount due to the Borough under this Agreement, the Borough, in its sole discretion and without waiver of any other available remedies, shall have the right to immediately exercise the following remedies: (i) terminate this Agreement, whereupon the Property and the Project shall be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough; (ii) initiate and prosecute an action under the Tax Sale Law; (iii) initiate and prosecute an action for collection of the amount due and owing to the Borough, plus interest, attorneys' fees and other costs of collection; and/or (iv) exercise any other remedy available to the Borough under this Agreement or at law or in equity.

(e) No Default hereunder by the Sponsor shall automatically terminate the tax exemption (except as described herein and after notice and cure as provided for herein), and, unless the Borough terminates this Agreement, the Sponsor's obligation to pay the Annual Service Charge and any other amount due to the Borough under this Agreement shall continue to accrue and be in effect for the duration of the Term.

(f) All of the remedies provided in this Agreement to the Borough, and all rights and remedies available to the Borough at law and in equity, shall be cumulative and concurrent, and may be exercised singly, sequentially and/or in any combination, without waiver of any other remedies. The timely payment by the Sponsor of the Annual Service Charge and any other amount due to the Borough under this Agreement, and any interest, penalties or costs of collection due thereon are material conditions of this Agreement. No determination of the invalidity of any provision of this Agreement shall deprive the Borough of any of its remedies or actions against the Sponsor because of the Sponsor's failure to timely pay the Annual Service Charge or any other amount due to the Borough under this Agreement, or any interest, penalties or costs of collection due thereon. The bringing of any action to collect the Annual Service Charge or any other amount due to the Borough under this Agreement, or any interest, penalties or costs of collection due thereon shall not be construed as a waiver of the Borough right to proceed with an *in rem* tax foreclosure action and a tax sale consistent with the terms and provisions of this Agreement, or any other remedy available under this Agreement or at law or in equity.

10. (a) Upon expiration of this Agreement, or upon termination of this Agreement by the Borough or the Sponsor, as the case may be, the tax exemption provided for in this Agreement shall expire or terminate, as the case may be, and the Property and

the Project shall be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Borough.

11. Pursuant to N.J.S.A. 40A:20-12, the Borough shall remit upon receipt five percent (5%) of the Annual Service Charge to Camden County.

12. (a) The Borough Clerk shall certify to the Borough Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that this Agreement has been entered into with the Sponsor and is in effect. Delivery by the Borough Clerk to the Borough Tax Assessor of a certified copy of the Ordinance and this Agreement shall constitute the required certification. Upon certification required hereunder and upon the Tax Exemption Commencement Date, the Tax Assessor shall implement the exemption and continue to enforce the same until the expiration of the Term, or until the Tax Assessor has been duly notified by the Borough Clerk that this Agreement and the exemption granted herein has expired or has been terminated.

(b) Within ten (10) calendar days following Effective Date, the Borough Clerk shall transmit a certified copy of the Ordinance and this Agreement to the chief financial officer of Camden County for informational purposes.

13. Any notice or communication sent by either Party to the other Party shall be in writing and shall be deemed to have been received the next business day if delivered by an overnight courier that obtains delivery receipts (*e.g.*, FEDEX), or on the third business day if delivered by prepaid registered or certified mail, return receipt requested, addressed as follows (or to such change of address for which notice shall have been given pursuant hereto):

If to the Borough:

Office of the Borough Clerk  
Borough of Haddon Heights  
625 Station Avenue  
Haddon Heights, NJ 08035

With a copy to:

If to the Sponsor:

Haddon Heights Senior Citizen Housing Corp.  
c/o Corporate Counsel  
117 E. Atlantic Avenue  
Haddon Heights, NJ 08035



With a copy to:

Michael J. McElhatton, Esq.  
109 E. Atlantic Avenue  
Haddon Heights, NJ 08035

14. This Agreement sets forth the entire, understanding and agreement by and between the Parties as to the subject matter hereof. Any prior oral or written, or contemporaneous oral, representations, inducements, understandings or agreements by or between the Parties, or any of them, express or implied, are merged herein and superseded hereby. This Agreement shall not be modified or amended in any way, nor may its provisions be waived, except specifically and in writing signed by both Parties.

15. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and Permitted Transferee(s), if any. No Party not a signatory hereto or a Permitted Transferee is an intended third party beneficiary of this Agreement, even if incidentally benefitted hereby.

16. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of New Jersey without regard to any principles of choice of law, and without regard to any presumption or other rule requiring construction the Party drafting this Agreement, since counsel for both Parties have combined in their review and approval hereof.

17. The Parties do hereby represent to one another that the persons signing this Agreement on their respective behalf have been duly authorized to do so by all required company and municipal action, as the case may be.



EXHIBIT “A”  
RESOLUTION

**EXHIBIT "B"**  
YEARLY PAYMENTS WITH 3% YEARLY INCREASES

YEAR 1	(2023)	\$90,000.00
YEAR 2	(2024)	\$92,700.00
YEAR 3	(2025)	\$95,481.00
YEAR 4	(2026)	\$98,345.00
YEAR 5	(2027)	\$101,295.00
YEAR 6	(2028)	\$104,334.00
YEAR 7	(2029)	\$107,464.00
YEAR 8	(2030)	\$110,688.00
YEAR 9	(2031)	\$114,009.00
YEAR 10	(2032)	\$117,429.00
YEAR 11	(2033)	\$120,952.00
YEAR 12	(2034)	\$124,580.00
YEAR 13	(2035)	\$128,318.00
YEAR 14	(2036)	\$132,168.00
YEAR 15	(2037)	\$136,133.00
YEAR 16	(2038)	\$140,217.00
YEAR 17	(2039)	\$144,423.00
YEAR 18	(2040)	\$148,756.00
YEAR 19	(2041)	\$153,219.00
YEAR 20	(2042)	\$157,816.00

**RESOLUTION 2023:161**

**RESOLUTION TO CLOSE CERTAIN PLANNING BOARD ESCROW  
ACCOUNTS AND REFUND REMAINING BALANCES**

**WHEREAS**, a review and accounting of the Borough of Haddon Heights Planning Board escrow accounts has been performed and it has been determined that certain projects are completed: and

**WHEREAS**, the escrow accounts for the attached Planning Board cases have balances which should be refunded directly to the applicants; and

**NOW THEREFORE, BE IT RESOLVED** that the Borough of Haddon Heights hereby authorizes the certified municipal finance officer to close said Planning Board escrow accounts and refund remaining balances.

Date: September 5, 2023

\_\_\_\_\_  
Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

**CERTIFICATION:**

I, Kelly Santosusso, RMC, Clerk of the Borough of Haddon Heights do hereby certify that the foregoing resolution was duly adopted by the Borough Council at the Council Business Meeting held on the 19th day of September, 2023.

\_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

Range: First to Last  
Current Period: 09/01/23 to 09/14/23  
Project Status: Active  
Print Activity to Date Totals: Yes  
YTD = Activity from 01/01/23 to 09/14/23  
ATD = All Project Activity as of 09/14/23  
Include Requisition Items: No

Prior Balance = Ending Balance as of 08/31/23  
Curr Encumbered = Curr Encumber - Prior Encumber Void/Paid in Current  
Total Encumbered = All Outstanding Encumbrances as of 09/14/23  
Paid/Charged = Current Expended + Current Encumbered  
Ending Balance = Prior Balance + Current Deposits + Curr Dev.Interest  
+ Current Adjustments - Paid/Charged  
Unexpended = Ending Balance + Total Encumbered

Project Project Name Developer	Prior Balance Curr Encumbered Total Encumbered	Curr Expended YTD Expended ATD Expended	Curr Deposits YTD Deposits ATD Deposits	Curr Dev.Interest YTD Dev.Interest ATD Dev.Interest	Curr Adjustments YTD Adjustments ATD Adjustments	Paid/Charged Unexpended Ending Balance
23-4-2HP	275.00	0.00	0.00	0.00	0.00	0.00
DISTINCTIVE IMAGE, 605 WHP	0.00	0.00	0.00	0.00	275.00	275.00
DISTINCTIVE IMAGE & DESIGN, LLC	0.00	0.00	0.00	0.00	275.00	275.00
CT22-10-1C	28.00	0.00	0.00	0.00	0.00	0.00
CELL TOWER-1701 SYCAMORE ST	0.00	0.00	0.00	0.00	28.00	28.00
BETHANY PRESBYTERIAN CHURCH	0.00	0.00	0.00	0.00	28.00	28.00
CT23-1-1C	408.75	0.00	0.00	0.00	0.00	0.00
CELL TOWER -615 E ATLANTIC AVE	0.00	0.00	0.00	0.00	408.75	408.75
HADDON HEIGHTS POST 1958	0.00	0.00	0.00	0.00	408.75	408.75
P23-2-1P	36.25	0.00	0.00	0.00	0.00	0.00
POOL-O'CONNELL 6 KINGS HWY	0.00	0.00	0.00	0.00	36.25	36.25
STEVEN O'CONNELL	0.00	0.00	0.00	0.00	36.25	36.25
PB18-3-3P	0.00	0.00	0.00	0.00	0.00	0.00
ANTARES - 1500 KINGS HIGHWAY	0.00	0.00	0.00	0.00	0.00	0.00
ANTARES PROPERTY MGMT	0.00	0.00	0.00	0.00	0.00	0.00
PB18-7-1P	1,321.00	0.00	0.00	0.00	0.00	0.00
KINGS HWY GAS - 504 WHP	0.00	0.00	0.00	0.00	1,321.00	1,321.00
NG 19, LP	0.00	0.00	0.00	0.00	1,321.00	1,321.00
PB18-7-3P	2,688.83	0.00	0.00	0.00	0.00	0.00
HEIGHTS SCHOOL - OBRIEN	0.00	0.00	0.00	0.00	2,688.83	2,688.83
THE HEIGHTS SCHOOL	0.00	0.00	0.00	0.00	2,688.83	2,688.83
PB18-7-4P	0.00	0.00	0.00	0.00	0.00	0.00
AVILLA - 301 STATION AVE	0.00	0.00	0.00	0.00	0.00	0.00
DESIREE AVILLA	0.00	0.00	0.00	0.00	0.00	0.00
PB20-11-5P	0.00	0.00	0.00	0.00	0.00	0.00
NATALINO - 1931 BRYN MAWR AVE	0.00	0.00	0.00	0.00	0.00	0.00
CARL & NICOLE NATALINO	0.00	0.00	0.00	0.00	0.00	0.00
PB20-7-1HP	3,503.00	0.00	0.00	0.00	0.00	0.00
SJ Periodontics-125WHP	0.00	0.00	0.00	0.00	3,503.00	3,503.00
125 WHP, LLC	0.00	0.00	0.00	0.00	3,503.00	3,503.00
PB20-8-1P	0.00	0.00	0.00	0.00	0.00	0.00
MERRYFIELD - 406 LAKE ST	0.00	0.00	0.00	0.00	0.00	0.00
SANDI MERRYFIELD	0.00	0.00	0.00	0.00	0.00	0.00

Project Project Name Developer	Prior Balance Curr Encumbered Total Encumbered	Curr Expended YTD Expended ATD Expended	Curr Deposits YTD Deposits ATD Deposits	Curr Dev.Interest YTD Dev.Interest ATD Dev.Interest	Curr Adjustments YTD Adjustments ATD Adjustments	Paid/Charged Unexpended Ending Balance
PB21-12-2P	0.00	0.00	288.00	0.00	0.00	0.00
GELAY - 100 NINTH AVE	0.00	0.00	288.00	0.00	0.00	288.00
GEOFFREY GELAY	0.00	0.00	288.00	0.00	0.00	288.00
PB22-10-1P	64.00	0.00	0.00	0.00	0.00	0.00
ZAGON, 1931 MAPLE AVE.	0.00	0.00	0.00	0.00	64.00	64.00
LAURA ZAGON	0.00	0.00	0.00	0.00	64.00	64.00
PB22-10-2P	145.00-	0.00	145.00	0.00	0.00	0.00
BROSIUS - 306 TENTH AVE	0.00	0.00	145.00	0.00	63.00	208.00
STEVEN BROSIUS	208.00	0.00	145.00	0.00	63.00	0.00
PB22-10-3P	0.00	0.00	0.00	0.00	0.00	0.00
SCHREIBER - 1615 MAPLE AVE.	0.00	0.00	0.00	0.00	0.00	0.00
SCOTT & LINDA SCHREIBR	0.00	0.00	0.00	0.00	0.00	0.00
PB22-11-1H	100.00	0.00	0.00	0.00	0.00	0.00
HIGHSTEP PROPERTIES 204 WHP	0.00	0.00	0.00	0.00	100.00	100.00
HIGHSTEP PROPERTIES LLC	0.00	0.00	0.00	0.00	100.00	100.00
PB22-11-1P	170.00-	0.00	170.00	0.00	0.00	0.00
KLD VENTURES LLC	0.00	0.00	170.00	0.00	117.50-	52.50
KLD VENTURES LLC	52.50	0.00	170.00	0.00	117.50-	0.00
PB22-12-1P	166.00	0.00	0.00	0.00	0.00	0.00
NATALINO - 1931 BRYN MAWR AVE.	0.00	0.00	0.00	0.00	166.00	166.00
CARL & NICOLE NATALINO	0.00	0.00	0.00	0.00	166.00	166.00
PB22-2-1P	128.00-	0.00	0.00	0.00	0.00	0.00
Scola-1536 Sycamore St	0.00	0.00	0.00	0.00	0.00	0.00
Kenneth Goldbach	128.00	0.00	0.00	0.00	0.00	128.00-
PB22-2-2P	128.00-	0.00	0.00	0.00	0.00	0.00
GALLO - 1008 KINGS HWY	0.00	0.00	0.00	0.00	0.00	0.00
DENISE GALLO	128.00	0.00	0.00	0.00	0.00	128.00-
PB22-3-1P	258.65	0.00	0.00	0.00	0.00	0.00
Stefano-1123 W. High St	0.00	0.00	0.00	0.00	258.65	258.65
NICHOLAS STEFANO	0.00	0.00	0.00	0.00	258.65	258.65
PB22-3-2P	641.00-	0.00	641.00	0.00	0.00	0.00
Hoffman-401 Crest Ave	0.00	0.00	641.00	0.00	63.00	704.00
Donald Hoffmann	704.00	0.00	641.00	0.00	63.00	0.00
PB22-3-3P	148.00-	0.00	0.00	0.00	0.00	0.00
Steward - 1809 W. High St.	0.00	0.00	0.00	0.00	0.00	0.00
KENNETH STEWARD	148.00	0.00	0.00	0.00	0.00	148.00-
PB22-4-1P	65.00-	0.00	65.00	0.00	0.00	0.00
COLE - 123 SEVENTH AVE	0.00	0.00	65.00	0.00	175.00	240.00
SHARON COLE	240.00	0.00	65.00	0.00	175.00	0.00



Project Project Name Developer	Prior Balance Curr Encumbered Total Encumbered	Curr Expended YTD Expended ATD Expended	Curr Deposits YTD Deposits ATD Deposits	Curr Dev.Interest YTD Dev.Interest ATD Dev.Interest	Curr Adjustments YTD Adjustments ATD Adjustments	Paid/Charged Unexpended Ending Balance
PB22-4-2P	97.00-	0.00	0.00	0.00	0.00	0.00
MARISI - 1725 MAPLE AVE.	0.00	0.00	0.00	0.00	175.00	175.00
AARON MARISI	272.00	0.00	0.00	0.00	175.00	97.00-
PB22-4-3P	207.00-	0.00	207.00	0.00	0.00	0.00
POJAWIS - 1 SEVENTH AVE.	0.00	0.00	207.00	0.00	113.00	320.00
JOHN POJAWIS	320.00	0.00	207.00	0.00	113.00	0.00
PB22-5-1P	4,381.50	0.00	0.00	0.00	0.00	280.00
UNA VOCE -414 WHITE HORSE PIKE	280.00	0.00	0.00	0.00	4,381.50	4,381.50
UNA VOCE, LLC	280.00 ✓	0.00	0.00	0.00	4,381.50	4,101.50
PB22-5-2P	156.50-	0.00	156.50	0.00	0.00	0.00
HOPE - 1517 MAPLE AVE.	0.00	0.00	156.50	0.00	340.00	496.50
JAMES HOPE	496.50	0.00	156.50	0.00	340.00	0.00
PB22-5-3P	50.00	0.00	0.00	0.00	0.00	0.00
JAMES ATWELL - 217 SECOND AVE	0.00	0.00	0.00	0.00	50.00	50.00
JAMES ATWELL	0.00	0.00	0.00	0.00	50.00	50.00
PB22-5-4P	305.00-	0.00	0.00	0.00	0.00	0.00
MCCLOSKEY - 2008 MAPLE AVE	0.00	0.00	0.00	0.00	63.00	63.00
MCCLOSKEY	368.00	0.00	0.00	0.00	63.00	305.00-
PB22-5-5P	186.50	0.00	0.00	0.00	0.00	0.00
WINDLE - 8 DALLAS AVENUE	0.00	0.00	0.00	0.00	186.50	186.50
RICHARD WINDLE	0.00	0.00	0.00	0.00	186.50	186.50
PB22-6-1P	128.00-	0.00	0.00	0.00	0.00	0.00
MURPHY - 28 ELEVENTH	0.00	0.00	0.00	0.00	0.00	0.00
AMY & BRIAN MURPHY	128.00	0.00	0.00	0.00	0.00	128.00-
PB22-6-2P	332.50-	0.00	0.00	0.00	0.00	0.00
505 4th Ave	0.00	0.00	0.00	0.00	164.00	164.00
505 4TH AVE, LLC	496.50	0.00	0.00	0.00	164.00	332.50-
PB22-7-1P	112.00-	0.00	0.00	0.00	0.00	0.00
FESE - 1352 MAPLE AVENUE	0.00	0.00	0.00	0.00	0.00	0.00
JEFFREY & CHRISTINE FESE	112.00	0.00	0.00	0.00	0.00	112.00-
PB22-7-2P	103.00-	0.00	0.00	0.00	0.00	0.00
SUMMERS - 1945 MAPLE AVE	0.00	0.00	0.00	0.00	25.00	25.00
ERIN SUMMERS	128.00	0.00	0.00	0.00	25.00	103.00-
PB22-8-1P	274.50-	0.00	274.50	0.00	0.00	0.00
MESSINA - 1225 KESWICK AVE.	0.00	0.00	274.50	0.00	210.50-	64.00
JOSEPH MESSINA	64.00	0.00	274.50	0.00	210.50-	0.00
PB22-8-2P	586.00	0.00	0.00	0.00	0.00	0.00
ELTON - 27 NINTH AVE.	0.00	0.00	0.00	0.00	586.00	586.00
JOSHUA ELTON	0.00	0.00	0.00	0.00	586.00	586.00



Project Project Name Developer	Prior Balance Curr Encumbered Total Encumbered	Curr Expended YTD Expended ATD Expended	Curr Deposits YTD Deposits ATD Deposits	Curr Dev.Interest YTD Dev.Interest ATD Dev.Interest	Curr Adjustments YTD Adjustments ATD Adjustments	Paid/Charged Unexpended Ending Balance
PB22-9-1P HINDMARCH 243 SEVENTH AVE. COREY HINDMARCH	255.00- 0.00 312.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 57.00 57.00	0.00 57.00 255.00-
PB22-9-2P BENIGNO - 1115 HIGH ST. JOSEPH BENIGNO	519.25- 0.00 594.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 74.75 74.75	0.00 74.75 519.25-
PB22-9-3P ROJAS, 416 FIRST AVE. JAVIER & MAIDE ROJAS	224.00- 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 224.00- 224.00-	0.00 224.00- 224.00-
PB22-9-4P BROWN - 1721 SYCAMORE ST. TIFFANY & DANIEL BROWN	92.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 92.00 92.00	0.00 92.00 92.00
PB23-1-1PB ALBRIGHT - 23 SEVENTH AVE. ROBERT ALBRIGHT	420.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 420.00 420.00	0.00 420.00 420.00
PB23-1-2PB HICKS - 301 LAKE STREET ARTHUR HICKS	64.00- 0.00 64.00	0.00 0.00 0.00	64.00 64.00 64.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 64.00 0.00
PB23-1-3PB OSWALD - 409 WHITE HORSE PIKE MARK OSWALD	154.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 154.00 154.00	0.00 154.00 154.00
PB23-10-1P IHOC-802 STATION AVENUE INTERFAITH HOMELESS OUTREACH C	0.00 0.00 0.00	0.00 0.00 0.00	1,500.00 1,500.00 1,500.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 1,500.00 1,500.00
PB23-2-1P JEWUSIAK - 1118 SYLVAN DRIVE RAYMOND & MARCY JEWUSIAK	108.50- 0.00 236.25	0.00 0.00 0.00	108.50 108.50 108.50	0.00 0.00 0.00	0.00 127.75 127.75	0.00 236.25 0.00
PB23-2-3P GHUMAN - 127 SEVENTH AVE. GHUMAN ENTERPRISES, LLC	166.80- 0.00 166.80	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 166.80-
PB23-3-1HP BROKEN GROUND PROPERTIES BROKEN GROUND PROPERTIES	279.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 279.00 279.00	0.00 279.00 279.00
PB23-3-1P ECKERT - 420 SECOND AVE. THOMAS & DIANA ECKERT	294.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 294.00 294.00	0.00 294.00 294.00
PB23-4-1P MICHAEL, 1600 OAK AVE. BRIAN MICHAEL	110.50- 0.00 390.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 279.50 279.50	0.00 279.50 110.50-

September 14, 2023  
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HADDON HEIGHTS BOROUGH  
Project Status Report By Project Id

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Project Project Name Developer	Prior Balance Curr Encumbered Total Encumbered	Curr Expended YTD Expended ATD Expended	Curr Deposits YTD Deposits ATD Deposits	Curr Dev.Interest YTD Dev.Interest ATD Dev.Interest	Curr Adjustments YTD Adjustments ATD Adjustments	Paid/Charged Unexpended Ending Balance
PB23-4-2HP	275.00	0.00	0.00	0.00	0.00	0.00
DISTINCTIVE IMAGE-605 WHP	0.00	0.00	0.00	0.00	275.00	275.00
DISTINCTIVE IMAGE & DESIGN,LLC	0.00	0.00	0.00	0.00	275.00	275.00
PB23-5-1P	92.75-	0.00	0.00	0.00	0.00	0.00
ABNEY, 1734 PROSPECT RIDGE	0.00	0.00	0.00	0.00	394.75	394.75
WILLIAM & SUSAN ABNEY	487.50	0.00	0.00	0.00	394.75	92.75-
PB23-5-2P	769.30	0.00	0.00	0.00	0.00	0.00
DISTINCTIVE IMAGE, 604 WHHP	0.00	0.00	0.00	0.00	769.30	769.30
DISTINCTIVE IMAGE & DESIGN,LLC	0.00	0.00	0.00	0.00	769.30	769.30
PB23-6-1P	17.00	0.00	0.00	0.00	0.00	0.00
GOFF, 1500 MAPLE AVE.	0.00	0.00	0.00	0.00	17.00	17.00
JOHN & SUSAN GOFF	0.00	0.00	0.00	0.00	17.00	17.00
PB23-6-2HP	67.00	0.00	0.00	0.00	0.00	0.00
ST. MARY'S, 14 WHP	0.00	0.00	0.00	0.00	67.00	67.00
ST. MARY'S EPISCOPAL CHURCH	0.00	0.00	0.00	0.00	67.00	67.00
PB23-6-2P	16.25	0.00	0.00	0.00	0.00	0.00
DAVY, 1422 CHESTNUT AVE.	0.00	0.00	0.00	0.00	16.25	16.25
RACHEL DAVY	0.00	0.00	0.00	0.00	16.25	16.25
PB23-6-3P	55.25	0.00	0.00	0.00	0.00	0.00
KOCHER, 1025 W. HIGH STREET	0.00	0.00	0.00	0.00	55.25	55.25
RICHARD & AMY KOCHER	0.00	0.00	0.00	0.00	55.25	55.25
PB23-6-4P	108.75	0.00	0.00	0.00	0.00	0.00
BIEG, 207 TENTH AVE.	0.00	0.00	0.00	0.00	108.75	108.75
TIMOTHY & KATHRYN BIEG	0.00	0.00	0.00	0.00	108.75	108.75
PB23-7-1P	674.00	0.00	0.00	0.00	0.00	508.50
TANNER BREWING, 222 W. ATLANTI	508.50	0.00	0.00	0.00	674.00	674.00
TANNER BREWING	508.50	0.00	0.00	0.00	674.00	165.50
PB23-8-1P	875.00	0.00	0.00	0.00	0.00	250.00
STITES, 904 STATION AVE.	250.00	0.00	0.00	0.00	875.00	875.00
TIMOTHY & DENISE STITES	250.00	0.00	0.00	0.00	875.00	625.00
PB23-8-2P	875.00	0.00	0.00	0.00	0.00	62.50
RUSSO, 1732 SYCAMORE ST.	62.50	0.00	0.00	0.00	875.00	875.00
KRISTOPHER & JACQUELYN	62.50	0.00	0.00	0.00	875.00	812.50
PB23-9-2P	875.00	0.00	0.00	0.00	0.00	0.00
ZASLOW - 301 FOURTH AVE	0.00	0.00	0.00	0.00	875.00	875.00
ALEX ZASLOW	0.00	0.00	0.00	0.00	875.00	875.00
PB23-9-3P	4,025.00	0.00	0.00	0.00	0.00	0.00
DISTINCTIVE IMAGE-603 WHP	0.00	0.00	0.00	0.00	4,025.00	4,025.00
DISTINCTIVE IMAGE & DESIGN,LLC	0.00	0.00	0.00	0.00	4,025.00	4,025.00

Project Project Name Developer	Prior Balance Curr Encumbered Total Encumbered	Curr Expended YTD Expended ATD Expended	Curr Deposits YTD Deposits ATD Deposits	Curr Dev.Interest YTD Dev.Interest ATD Dev.Interest	Curr Adjustments YTD Adjustments ATD Adjustments	Paid/Charged Unexpended Ending Balance
RD22-12-1R	4,643.00	0.00	0.00	0.00	0.00	80.00
GMMW REDEVELOP-202 W ATLANTIC	80.00	0.00	0.00	0.00	4,643.00	4,643.00
GMMW, LLC	80.00 ✓	0.00	0.00	0.00	4,643.00	4,563.00
RD22-9-1R	11,802.05	0.00	0.00	0.00	0.00	84.00
18 WHP REDEVELOP-HH SENIOR	84.00	0.00	0.00	0.00	11,802.05	11,802.05
18 WHITE HORSE PIKE LLC	84.00 ✓	0.00	0.00	0.00	11,802.05	11,718.05
RD22-9-2R	9,623.75	0.00	0.00	0.00	0.00	189.00
BROKEN GROUND- 501 STATION	189.00	0.00	0.00	0.00	9,623.75	9,623.75
BROKEN GROUND PROPERTIES	189.00 ✓	0.00	0.00	0.00	9,623.75	9,434.75
RD23-3-1R	654.00-	0.00	0.00	0.00	0.00	0.00
SAS WHP, LP-322-324 WHITE HORSE	0.00	0.00	0.00	0.00	0.00	0.00
SAS WHP, LP	654.00	0.00	0.00	0.00	0.00	654.00-
WIND TOWER	513.75	0.00	0.00	0.00	0.00	0.00
HADDON REALTY, 7 JOHNSON DR.	0.00	0.00	0.00	0.00	513.75	513.75
HADDON REALTY ASSOCIATES LLC	0.00	0.00	0.00	0.00	513.75	513.75
Final Totals:	45,172.28	0.00	3,619.50	0.00	0.00	1,454.00
	1,454.00	0.00	3,619.50	0.00	52,070.33	55,689.83
	8,352.05	0.00	3,619.50	0.00	52,070.33	47,337.78
Total Number of Projects:	68					

## **RESOLUTION 2023:162**

### **RESOLUTION SETTING CURFEW AND TRICK OR TREATING HOURS FOR HALLOWEEN**

**BE IT RESOLVED** by the Governing Body of the Borough of Haddon Heights in the County of Camden and in the State of New Jersey that the following curfew hours will be observed on October 30, 2023 and on Halloween, October 31, 2023:

Curfew Hours:

October 30<sup>th</sup> (Monday) and October 31<sup>st</sup> (Tuesday)  
9:00 p.m. for persons 18 years of age or younger

Trick or Treating Hours on Halloween:

October 31<sup>st</sup> (Tuesday)  
3:00 to 5:00 pm  
Dinner Hour, 5:00 to 6:00 pm  
6:00 to 8:00 pm

Date: September 19, 2023

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Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

## RESOLUTION 2023:163

### RESOLUTION REQUESTING THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF ANY COUNTY OR MUNICIPALITY PURSUANT TO N.J.S.A. 40A:4-87 (Chapter 159 P.L. 1948)

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of local Finance may approve the insertion of any special item if revenue in the budget of any County or Municipality when such item have been made available by Law and the amount thereof was not determined at the time of the adoption of the budget, and;

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

**WHEREAS**, the Chief Financial Officer has certified that the Borough of Haddon Heights has received a grant in the amount of \$25,000.00 from the Camden County Open Space, Recreation, Farmland and Historic Preservation Trust Fund, and;

**NOW THEREFORE, BE IT RESOLVED** that the Borough of Haddon Heights hereby requests the Director of Division of Local Finance to approve the insertion of an item of revenue in the 2023 CY Budget in the amount of \$25,000.00 which item is now available as revenue from the receipt of the Open Space, Recreation, Farmland and Historic Preservation Trust Fund Grant – *Fitzgerald Memorial Park Infield (Round 23)*.

#### **Fitzgerald Memorial Infield Grant - \$25,000.00**

**BE IT FURTHER RESOLVED** that a like sum of \$25,000.00 is hereby appropriated under the caption of:

**BE IT FURTHER RESOLVED** that the Borough CFO is to email a copy of this resolution to the Director of Local Government Services for approval.

Date: September 19, 2023

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Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

## **RESOLUTION 2023:164**

### **RESOLUTION AUTHORIZING A REFUND OF A COMMUNITY CENTER RENTAL FEE**

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

**WHEREAS**, refunds are necessary for a variety of reasons and are as follows:

<u><b>Name</b></u>	<u><b>Amount</b></u>
Kara Kane 1805 S. Park Avenue Haddon Heights, NJ 08035	\$220.00

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

Date: September 19, 2023

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Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk

## RESOLUTION 2023:165

### RESOLUTION AUTHORIZING PAYMENT OF BILLS & CLAIMS FOR THE SECOND HALF OF SEPTEMBER

September 19, 2023

**Per Attached:**

<i>Current Fund</i>	234,443.47
School Taxes	0.00
Appropriated Reserves	18.00
Escrow Fund	5,942.25
Grant Fund	35,762.37
Capital Fund	1,435.55
Trust – Dog	12.00
<i>Trust Fund</i>	5,710.29
<b>Total Per Attached</b>	283,323.93

<i>Payroll</i>	
Current Fund	83443.17
Grant Fund	0.00
Trust Fund	15,604.20
<b>Total Payroll</b>	99,047.37

<b>Total</b>	382,371.30
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Date: September 19, 2023

\_\_\_\_\_  
Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk



September 15, 2023  
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HADDON HEIGHTS BOROUGH  
Purchase Order Listing By Vendor Id

Page No: 1

P.O. Type: A11  
Range: First to Last  
Format: Detail without Line Item Notes  
Vendors: A11  
Rcvd Batch Id Range: First to Last  
Include Project Line Items: Yes  
First Enc Date Range: First to 12/31/23  
Include Non-Budgeted: Y  
Open: N  
Rcvd: Y  
Bid: Y  
State: Y  
Other: Y  
Exempt: Y  
Paid: N  
Held: N  
Aprv: Y  
Void: N

Vendor #	Name	PO #	Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat	chk	Enc Date	date	date	chk/Void	Invoice	1099
Item Description																		Excl

ALLEN RUB ALLEN RUBBER CO, INC NJ

23-00928 09/12/23 POLICE TIRES

1	POLICE TIRES 7/6	475.26	3-01-26-315-205	B Vehicle Maint - Police	R			09/12/23	09/15/23	285902	N
2	POLICE TIRES 7/7	230.00	3-01-26-315-205	B Vehicle Maint - Police	R			09/12/23	09/15/23	286047	N

705.26

Vendor Total: 705.26

ANCERO

23-00929 09/12/23 SEPTEMBER 2023 PHONES

1	SEPTEMBER 2023 PHONES	893.02	3-01-31-440-216	B Regular Telephones	R			09/12/23	09/15/23	3014205	N
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Vendor Total: 893.02

ANIKOR ANIKOR FIRE & SAFETY EQUIP

23-00943 09/13/23 FIRE EXTINGUISHER SERVICES

1	FIRE SVC-MUNI BLDG AND GARAGE	485.00	3-01-26-310-254	B Build/Grounds - Maint/Repair	R			09/13/23	09/15/23	16900	N
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Vendor Total: 485.00

ARTP ART PRESS

23-00937 09/12/23 BUSINESS CARDS - KATE HARRON

1	BUSINESS CARDS - KATE HARRON	59.00	3-01-20-100-311	B office supplies	R			09/12/23	09/15/23	9619	N
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Vendor Total: 59.00

BACHA BACH ASSOC PC

23-00720 08/17/23 Escrow:Engineering May 2022

1	Escrow:Engineering May 2022	496.50	PB22-5-2P	P HOPE - 1517 MAPLE AVE.	R			08/17/23	09/14/23	25166	N
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23-00733 08/17/23 Escrow:Engineering May 2023

1	Escrow:Engineering May 2023	52.50	PB22-11-1P	P KLD VENTURES LLC	R			08/17/23	09/14/23		N
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Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Acct Type	Description	Stat/chk	First Rcvd	chk/Void	1099
Item	Description	Amount	Charge	Account	Account	Description	Stat/chk	Enc Date	Date	Invoice	Excl	
BACHA BACH ASSOC PC Continued												
23-00735	08/17/23 Escrow:Engineering Apr 2023											
1	Escrow:Engineering Apr 2023	236.25		PB23-2-1P		P JEMUSIAK - 1118 SYLVAN DRIVE	R	08/17/23	09/14/23	26457		N
23-00950	09/14/23 Escrow:Engineering July											
1	Escrow:Engineering July	280.00		PB23-5-1P		P UNA VOCE -414 WHITE HORSE PIKE	R	09/14/23	09/14/23	26620		N
23-00951	09/14/23 Escrow:Engineering July											
1	Escrow:Engineering July	250.00		PB23-8-1P		P STITES, 904 STATION AVE.	R	09/14/23	09/14/23	26629		N
23-00952	09/14/23 Escrow:Engineering July											
1	Escrow:Engineering July	62.50		PB23-8-2P		P RUSSO, 1732 SYCAMORE ST.	R	09/14/23	09/14/23	26630		N
23-00953	09/14/23 Escrow:Engineering July											
1	Escrow:Engineering July	508.50		PB23-7-1P		P TANNER BREWING, 222 W. ATLANTI	R	09/14/23	09/14/23	26642		N
23-00954	09/14/23 HH2022-4 Devon Ave Soccer											
1	HH2022-4 Devon Ave Soccer	630.00		C-04-55-835-801		B 2022:1525 Soccer Field Improvements	R	01/01/23	09/14/23	26616		N
23-00955	09/14/23 Engineer:LRIG Hoff's Park											
1	Engineer:LRIG Hoff's Park	572.50		C3-00006 C G-02-41-722-303		B Camden County Recreation Grant	A	01/17/23	09/14/23	26617		N
Vendor Total: 3,088.75												
BETHA005 BETHANY PRESBYTERIAN CHURCH												
23-00965	09/14/23 Escrow:Close Acct & Return Bal											
1	Escrow:Close Acct & Return Bal	28.00		CT22-10-1C		P CELL TOWER-1701 SYCAMORE ST	R	09/14/23	09/14/23			N
Vendor Total: 28.00												
BISHOPJA JEFFREY & ANN BISHOP												
23-00922	09/12/23 FINGERPRINTING REIMBURSEMENT											
1	FINGERPRINTING REIMBURSEMENT	89.50		3-01-25-240-233		B Police - Minor Equipment / Supplies	R	09/12/23	09/15/23			N
Vendor Total: 89.50												

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Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/chk	First Enc Date	Rcvd Date	chk/Void date	Invoice	1099 Excl
<b>CAMOR</b>																
CAMOR COVANTA ENERGY, LLC																
23-00934 09/12/23 DISPOSAL AUGUST 2023																
1	SOLID WASTE DISPOSAL	AUG 2023	23,671.05	3-01-32-465-217	B Solid Waste -Camden Resource Recovery	R	09/12/23	09/15/23		458985	N					N
2	RECYCLING TAX	AUG 2023	816.90	3-01-32-465-302	B Recycling Tax	R	09/12/23	09/15/23		458985	N					N
			24,487.95													
Vendor Total:			24,487.95													
<b>CCEIN</b>																
CCEIN CAMDEN COUNTY FINANCE DEPT																
23-00963 09/14/23 PRIMARY ELECTION EXPENSES 2023																
1	PRIMARY ELECTION EXPENSES	2023	6,570.33	3-01-20-120-218	B Clerk - Election Expenses	R	09/14/23	09/15/23		37311	N					N
Vendor Total:			6,570.33													
<b>COUNC</b>																
COUNC COUNTY CONSERVATION CO																
23-00959 09/14/23 YARD TRIMMINGS 8/30 - 9/7																
1	YARD TRIMMINGS	8/30 - 8/31	378.00	3-01-32-465-218	B Solid Waste - Brush Pickup	R	09/14/23	09/15/23		327398	N					N
2	YARD TRIMMINGS	9/7	198.00	3-01-32-465-218	B Solid Waste - Brush Pickup	R	09/14/23	09/15/23		327499	N					N
Vendor Total:			576.00													
<b>COURP</b>																
COURP COURIER POST																
23-00946 09/13/23 LEGAL AD 8/8 ORD 2023:1532																
1	LEGAL AD 8/8 ORD	2023:1532	49.03	3-01-20-120-217	B Clerk - Legal Advertising	R	09/13/23	09/15/23		5869183	N					N
Vendor Total:			49.03													
<b>GREATAME</b>																
GREATAME GREATAMERICA FINANCIAL SVCS																
23-00935 09/12/23 POSTBASE MAILING SEPT 2023																
1	POSTBASE MAILING	SEPT 2023	195.00	3-01-20-100-516	B Service Contracts	R	09/12/23	09/15/23		34767773	N					N
Vendor Total:			195.00													

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Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd	chk/Void	Invoice	1099
Item Description						Enc Date Date	Date		Excl
<b>HADD0005 HADDON HEIGHTS POST 1958</b>									
23-00966 09/14/23 Escrow:Close Acct & Return Bal									
1 Escrow:Close Acct & Return Bal			408.75	CT23-1-1C	P	CELL TOWER -615 E ATLANTIC AVE	R	09/14/23 09/14/23	N
Vendor Total:			408.75						
<b>HADD0010 HADDON REALTY ASSOCIATES LLC</b>									
23-00971 09/14/23 Escrow:Close Acct & Return Bal									
1 Escrow:Close Acct & Return Bal			513.75	WIND TOWER	P	HADDON REALTY, 7 JOHNSON DR.	R	09/14/23 09/14/23	N
Vendor Total:			513.75						
<b>HOMED HOME DEPOT CREDIT SERVICES</b>									
23-00931 09/12/23 CONCRETE/SCREWS/GAP FILLER									
1 CONCRETE/SCREWS/GAP FILLER			76.54	3-01-26-310-254	B	Build/Grounds - Maint/Repair	R	09/12/23 09/15/23	N
Vendor Total:			76.54						
<b>KENNY KENNY'S WORLD</b>									
23-00712 08/16/23 COTTON CANDY AND BALLOONS									
1 COTTON CANDY AND BALLOONS			109.00	G-02-41-703-301	B	Municipal Drug Alliance DEDR	R	08/16/23 09/15/23	N
Vendor Total:			109.00						
<b>LAUTS LAUTENBACHER SECURITY</b>									
23-00960 09/14/23 LAUTENBACHER SERVICES									
1 MONITORING 9/1-8/31 FIRE DEPT			240.00	3-01-20-100-516	B	Service Contracts	R	09/14/23 09/15/23	N
2 24 HOUR TEST 9/1-8/31 FIRE DPT			120.00	3-01-25-265-241	B	Fire - Alarm System	R	09/14/23 09/15/23	N
3 MONITORING 9/1-8/31 MUNI BLDG			240.00	3-01-20-100-516	B	Service Contracts	R	09/14/23 09/15/23	N
Vendor Total:			600.00						
<b>LEBLP LFB LAND PLANNING</b>									
23-00903 09/01/23 SERVICES JAN/FEB & JUNE/JULY									
1 SERVICES JAN/FEB 2023			658.75	T-13-56-860-824	B	Reserve for COAH (521)	R	09/01/23 09/15/23	N



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PO #	PO Date	Description	Amount	Charge Account			Enc Date	Date		Excl
Item Description										
MALEYG MALEY GIVENS Continued										
23-00914	09/07/23	Legal:Redevelopment	913.00	3-01-21-180-206	B Planning Bd-Redevelopment Study	R	09/07/23	09/07/23	21400	N
1	Legal:Redevelopment-March									
23-00915	09/07/23	Escrow:St Mary	84.00	RD22-9-1R	P 18 WHP REDEVELOP-HH SENIOR	R	09/07/23	09/07/23	21399	N
1	Escrow:St Mary's									
23-00916	09/07/23	Escrow:Broken Ground	189.00	RD22-9-2R	P BROKEN GROUND- 501 STATION	R	09/07/23	09/07/23	21398	N
1	Escrow:Broken Ground									
Vendor Total:			2,866.00							
MOOMA RR DONNELLEY										
23-00466	06/01/23	CC OF VITAL RECORD FORMS	213.00	3-01-20-100-311	B Office Supplies	R	06/01/23	09/15/23		N
1	CC OF VITAL RECORD FORMS									
Vendor Total:			213.00							
MRSOF MISTER SOTTEE										
23-00761	08/24/23	FREE ICE CREAM CONES-NNO 2023	949.50	G-02-41-703-301	B Municipal Drug Alliance DEDR	R	08/24/23	09/15/23	749	N
1	FREE ICE CREAM CONES-NNO 2023									
Vendor Total:			949.50							
MULTI MULTI-TEMP										
23-00964	09/14/23	MUNI BLDG - AC SERVICE 7/15	773.00	3-01-26-310-254	B Build/Grounds - Maint/Repair	R	09/14/23	09/15/23	23249-1	N
1	MUNI BLDG - AC SERVICE 7/15									
Vendor Total:			773.00							
MUNIC010 MUNICIPAL EMERGENCY SERVICES										
23-00956	09/14/23	Fire:Turn Out Gear	32,000.00	G-02-41-786-300	B American Rescue Firefighter (ARP-FFG)	R	09/14/23	09/14/23	IN1849080	N
1	Fire:Turn Out Gear									
2	Fire:Turn Out Gear		810.00	3-01-25-265-235	B Fire - Personal Protective Equip	R	09/14/23	09/14/23	IN1849080	N
Vendor Total:			32,810.00							

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd	chk/Void	Invoice	1099 Excl
<b>NAPA NAPA AUTO PARTS</b>									
	23-00927 09/12/23 ABSORBENT 8/4		108.12	3-01-26-315-207	B	Vehicle Maint - Fire	R	09/12/23 09/15/23	6869-110839 N
	1 ABSORBENT 8/4								
Vendor Total:			108.12						
<b>NJAMB NJ AMERICAN WATER</b>									
	23-00972 09/14/23 FIRE HYDRANTS JULY 2023		8,010.40	3-01-25-265-389	B	Fire Hydrant Water Service	R	09/14/23 09/15/23	N
	1 FIRE HYDRANTS JULY 2023								
23-00973 09/14/23 NJAW AUGUST 2023									
1 HH FIRE DEPT			73.82	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
2 DEVON SOCCER FIELDS			1,804.67	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
3 LAKE ST PUMP STATION			53.40	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
4 DEVON SOCCER FIELDS			1,830.94	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
5 COMMUNITY GARDEN			38.79	T-13-56-860-819	B	Reserve Community Garden Expenses (516)	R	09/14/23 09/15/23	N
6 MUNICIPAL BLDG			79.48	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
7 SOF BLDG			53.67	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
8 LOG CABIN			30.03	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
9 CERVINO FIELD			170.39	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
10 COMMUNITY CENTER			62.22	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
11 FIRE HYDRANTS AUGUST			8,010.40	3-01-25-265-389	B	Fire Hydrant Water Service	R	09/14/23 09/15/23	N
12 HH BALLFIELD			53.21	3-01-31-445-289	B	Water Service	R	09/14/23 09/15/23	N
			12,261.02						
Vendor Total:			20,271.42						
<b>NJHSS NJ DEPT. HEALTH &amp; SENIOR SVCS</b>									
	23-00933 09/12/23 DOG LICENSES AUGUST 2023		12.00	T-12-56-850-821	B	Dog Fees Due State of NJ	R	09/12/23 09/15/23	N
	1 DOG LICENSES AUGUST 2023								
Vendor Total:			12.00						
<b>NJLEA NJ LEAGUE OF MUNICIPALITIES</b>									
	23-00750 08/22/23 SOPHIA NJLM AC 2023		60.00	3-01-20-120-222	B	Clerk - Conferences/conventions	R	08/22/23 09/15/23	N
	1 SOPHIA NJLM AC 2023								

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Vendor #	Name	Contract	PO Type	Acct Type	Description	Stat	chk	First	Rcvd	chk/Void	Invoice	1099
Item Description	PO #	Date	Description	Amount	Charge Account	Enc	Date	Date	Date	Date	Exc]	
NJLEA NJ LEAGUE OF MUNICIPALITIES Continued												
23-00942 09/13/23 LEGISLATIVE BULLETIN 2023-2024												
1 LEGISLATIVE BULLETIN 2023-2024				56.00	3-01-20-120-219		B	Clerk - Dept Head Expenses	R	09/13/23	09/15/23	23B-8902 N
Vendor Total:				116.00								
NJRB SOUTH NJ REGIONAL BENEFITS												
23-00980 09/14/23 SEPTEMBER 2023 BENEFITS												
1 RETIREE HEALTH SEPT 2023				60,970.00	3-01-23-220-234		B	Retirees Health Insurance	R	09/14/23	09/15/23	N
2 ACTIVE EMPL HEALTH SEPT 2023				29,712.00	3-01-23-220-242		B	Active Employee Health Insurance	R	09/14/23	09/15/23	N
3 PRESCRIPTION SEPT 2023				19,480.00	3-01-23-220-246		B	Prescriptions - Bottlinger	R	09/14/23	09/15/23	N
				110,162.00								
Vendor Total:				110,162.00								
NORTHSTAR Northstar Vets												
23-00898 09/01/23 PIGEON EUTHANASTIA												
1 PIGEON EUTHANASTIA				73.80	3-01-27-340-205		B	Animal	R	09/01/23	09/15/23	329390 N
Vendor Total:				73.80								
ONECA ONE CALL CONCEPTS												
23-00932 09/12/23 AUGUST 2023												
1 AUGUST 2023				134.42	3-01-26-290-254		B	Public Works - Sewer Maint/Repairs	R	09/12/23	09/15/23	3085082 N
Vendor Total:				134.42								
PARKM PARKER MCGAY P.A.												
23-00737 08/17/23 ESCROW:Legal Apr 2023												
1 ESCROW:Legal Apr 2023				390.00	PB23-4-1P		P	MICHAEL, 1600 OAK AVE.	R	08/17/23	09/14/23	3165505 N
23-00962 09/14/23 FILE NO 12651-0103 AUG 2023												
1 FILE NO 12651-0103 AUG 2023				292.50	3-01-21-180-205		B	Planning Bd - Professional Service	R	09/14/23	09/14/23	3168980 N
Vendor Total:				682.50								

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Item Description					Enc Date Date	Date			Excl
<b>PAUL'S CUSTOM AWARDS</b>									
23-00919 09/11/23 KATE HARRON - NAME PLATE			18.00	2-01-20-100-311	B	09/11/23	09/15/23	51461	N
1 KATE HARRON - NAME PLATE				office Supplies	R				
23-00958 09/14/23 ENGRAVED PLATES-PB SOLICITOR			18.00	3-01-21-180-218	B	09/14/23	09/15/23	51335	N
1 ENGRAVED PLATES-PB SOLICITOR				Planning Bd - Supplies	R				
Vendor Total:			36.00						
<b>PIROLLE PRINTING</b>									
23-00715 08/16/23 NNO 2023 HHPD T-SHIRTS			30.00	G-02-41-703-301	B	08/16/23	09/15/23	27701	N
1 NNO 2023 HHPD T-SHIRTS				Municipal Drug Alliance DEDR	R				
2 NNO 2023 HHPD T-SHIRTS			187.55	Municipal Drug Alliance DEDR	R	08/16/23	09/15/23	27658	N
Vendor Total:			217.55						
<b>THE PLATT LAW GROUP, P.C.</b>									
23-00947 09/13/23 AUGUST 2023 - COAH			444.00	T-13-56-860-824	B	09/13/23	09/15/23	16155	N
1 AUGUST 2023 - COAH				Reserve for COAH (521)	R				
Vendor Total:			444.00						
<b>MEGAN PROPATI</b>									
23-00713 08/16/23 NNO 2023 HHPD KIDS SHIRTS/BIBS			30.00	G-02-41-703-301	B	08/16/23	09/15/23		N
1 NNO 2023 HHPD KIDS T-SHIRTS				Municipal Drug Alliance DEDR	R				
2 NNO 2023 PIE EATING BIBS			17.99	Municipal Drug Alliance DEDR	R	08/16/23	09/15/23		N
Vendor Total:			47.99						
23-00714 08/16/23 NNO ITEMS- PIE EATING CONTEST			40.38	G-02-41-703-301	B	08/16/23	09/15/23		N
1 NNO ITEMS- PIE EATING CONTEST				Municipal Drug Alliance DEDR	R				
Vendor Total:			88.37						



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Vendor # Name	PO # PO Date Description	Contract PO Type	Acct Type Description	Stat/Chk	First Rcvd	chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Invoice Excl
PROSY005 PRO SYSTEMS, LLC							
23-00949 09/13/23 AUDIO RECORDER PROPOSAL S-1199							
1 AUDIO RECORDER PROPOSAL S-1199	805.55	C-04-55-833-803	B 2021:1510 Info Tech Equipment	R	09/13/23	09/15/23	15536 N
Vendor Total:	805.55						
PSE&G PSE&G							
23-00974 09/14/23 PSE&G AUGUST 2023 (2)							
1 CERVINO FIELD	12.08	3-01-31-430-288	B Electric & Gas	R	09/14/23	09/15/23	N
2 LOG CABIN	250.41	3-01-31-430-288	B Electric & Gas	R	09/14/23	09/15/23	N
3 CANNON LIGHTS	5.05	3-01-31-435-288	B Street Lighting	R	09/14/23	09/15/23	N
4 SOF BLDG	787.23	3-01-31-430-288	B Electric & Gas	R	09/14/23	09/15/23	N
5 COMMUNITY CENTER	649.14	3-01-31-430-288	B Electric & Gas	R	09/14/23	09/15/23	N
6 DEVON AVE LIGHTS	2,524.71	3-01-31-435-288	B Street Lighting	R	09/14/23	09/15/23	N
7 GLOVER AVE LIGHTS	218.03	3-01-31-435-288	B Street Lighting	R	09/14/23	09/15/23	N
	4,446.65						
23-00975 09/14/23 PSE&G SEPT 2023 (1)							
1 STREET LIGHTS	6,979.77	3-01-31-435-288	B Street Lighting	R	09/14/23	09/15/23	N
2 E ATLANTIC AVE TRAF SIGNAL	25.80	3-01-31-435-288	B Street Lighting	R	09/14/23	09/15/23	N
3 DEVON AVE TRAF SIGNAL	25.80	3-01-31-435-288	B Street Lighting	R	09/14/23	09/15/23	N
	7,031.37						
Vendor Total:	11,478.02						
PUBSU PUBLIC SAFETY UNLIMITED LLC							
23-00893 09/01/23 BILLY TRAN-UNIFORM PANEL							
1 BILLY TRAN-UNIFORM PANEL	25.00	3-01-25-240-235	B Police - Purchase Uniforms	R	09/01/23	09/15/23	81240 N
Vendor Total:	25.00						
REGNJ REGISTRARS' ASSOC. OF NJ							
23-00920 09/11/23 DUES SOPHIA SCARDINO							
1 DUES SOPHIA SCARDINO	25.00	3-01-20-120-223	B Clerk - Dues	R	09/11/23	09/15/23	10887 N

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Item Description	Amount	Charge Account			Enc Date	Date		Excl
REGNJ REGISTRARS' ASSOC. OF NJ Continued								
23-00948 09/13/23 NJRA CONF 2023-DEP REGISTRAR								
1 NJRA CONF 2023-DEP REGISTRAR	95.00	3-01-20-120-222	B Clerk - Conferences/Conventions	R	09/13/23	09/15/23	10886	N
Vendor Total:	120.00							
REPUSCR REPUBLIC SERVICES CAMDEN REC								
23-00930 09/12/23 JULY 2023 RECYCLING FEES								
1 JULY 2023 RECYCLING FEES	5,997.76	3-01-32-465-203	B Solid Waste-Recycling Tipping Fees	R	09/12/23	09/15/23	4283	N
Vendor Total:	5,997.76							
RETRO THE RETROSPECT								
23-00961 09/14/23 LEGAL AD ORD 2023:1533 & 1534								
1 LEGAL AD ORD 2023:1533 & 1534	127.10	3-01-20-120-217	B Clerk - Legal Advertising	R	09/14/23	09/15/23	20151	N
Vendor Total:	127.10							
RICHARD005 RICHARD WINDLE								
23-00968 09/14/23 Escrow:Close Acct & Return Bal								
1 Escrow:Close Acct & Return Bal	186.50	PR22-5-5P	P WINDLE - 8 DALLAS AVENUE	R	09/14/23	09/14/23		N
Vendor Total:	186.50							
ROBER005 ROBERT ALBRIGHT								
23-00970 09/14/23 Escrow:Close Acct & Return Bal								
1 Escrow:Close Acct & Return Bal	420.00	PR23-1-1PB	P ALBRIGHT - 23 SEVENTH AVE.	R	09/14/23	09/14/23		N
Vendor Total:	420.00							
SHEET TRISH SHIELDS								
23-00709 08/16/23 FIRECRACKER 5K MEDALS								
1 FIRECRACKER 5K MEDALS	140.00	G-02-41-703-301	B Municipal Drug Alliance DEDR	R	08/16/23	09/15/23		N
Vendor Total:	140.00							

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HADDON HEIGHTS BOROUGH  
Purchase Order Listing By Vendor Id

Page No: 12

Vendor #	Name	Contract	PO Type	Acct Type	Description	Stat/chk	First Enc Date	Rcvd Date	chk/Void Date	Invoice	1099 Excl
PO #	PO Date	Description	Amount	Charge Account							
Item Description											
SJRSACET SOUTH JERSEY RACE TIMING LLC											
23-00708	08/16/23	TIMING SERVICES-FIRECRACKER 5K									
1	TIMING SERVICES-FIRECRACKER 5K	1,685.45	G-02-41-703-301	B	Municipal Drug Alliance DEDR	R	08/16/23	09/15/23			N
Vendor Total:			1,685.45								
SJSAN SEASIDE WASTE SERVICES											
23-00936	09/12/23	AUGUST 2023 TRASH COLLECTION									
1	AUGUST 2023 TRASH COLLECTION	46,583.33	3-01-26-305-202	B	Trash - SJ Sanitation	R	09/12/23	09/15/23		174630	N
Vendor Total:			46,583.33								
STRICT STREET COP TRAINING, LLC											
23-00921	09/12/23	LIFESAVING MEDICAL TACTICS									
1	LIFESAVING MEDICAL TACTICS	249.00	3-01-25-240-231	B	Police - Training / Schools	R	09/12/23	09/15/23		104873	N
Vendor Total:			249.00								
TIEFFA005 TIFFANY & DANIEL BROWN											
23-00969	09/14/23	Escrow:Close Acct & Return Bal									
1	Escrow:Close Acct & Return Bal	92.00	PB22-9-4P	P	BROWN - 1721 SYCAMORE ST.	R	09/14/23	09/14/23			N
Vendor Total:			92.00								
TURNERCA JACK TURNER											
23-00462	06/01/23	HH DRUG ALLIANCE GRAD AWARD									
1	HH DRUG ALLIANCE GRAD AWARD	500.00	T-13-56-860-812	B	Reserve Municipal Alliance (510)	R	06/01/23	09/15/23			N
Vendor Total:			500.00								
VER24 VERIZON											
23-00977	09/14/23	INTERNET SEPTEMBER 2023									
1	MUNI BLDG INTERNET AUG 2023	129.99	3-01-31-440-216	B	Regular Telephones	R	09/14/23	09/15/23			N
2	CABIN INTERNET AUG 2023	154.00	3-01-31-440-216	B	Regular Telephones	R	09/14/23	09/15/23			N
Vendor Total:			283.99								
Vendor Total:			283.99								

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HADDON HEIGHTS BOROUGH  
Purchase Order Listing By Vendor Id

Vendor #	Name	Contract	PO Type	Acct Type	Description	Stat	Chk	First	Rcvd	Chk/Void	Invoice	1099
PO #	PO Date	Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc	Date	Date	Date	Invoice	Excl
Item Description												
VER33 VERIZON												
23-00978 09/14/23 AUGUST 2023 PHONES (2)												
1	AUGUST 2023	PHONES (2)	76.59	3-01-31-440-216	B Regular Telephones	R		09/14/23	09/15/23			N
23-00979 09/14/23 SEPTEMBER 2023 PHONES (1)												
1	856-546-0295		40.06	3-01-31-440-216	B Regular Telephones	R		09/14/23	09/15/23			N
2	856-546-2582		52.19	3-01-31-440-216	B Regular Telephones	R		09/14/23	09/15/23			N
3	856-546-2583		14.58	3-01-31-440-216	B Regular Telephones	R		09/14/23	09/15/23			N
4	856-546-5340		169.33	3-01-31-440-216	B Regular Telephones	R		09/14/23	09/15/23			N
5	856-546-5750		40.06	3-01-31-440-216	B Regular Telephones	R		09/15/23	09/15/23			N
			316.22									
Vendor Total:			392.81									
VER33 VERIZON WIRELESS												
23-00976 09/14/23 CELL PHONES AUGUST 2023 (2)												
1	923331258-00001		553.36	3-01-31-440-216	B Regular Telephones	R		09/14/23	09/15/23			N
Vendor Total:			553.36									
ZAGON Laura Zagon												
23-00967 09/14/23 Escrow:Close Acct & Return Bal												
1	Escrow:Close Acct & Return Bal		64.00	PB2-10-1P	P ZAGON, 1931 MAPLE AVE.	R		09/14/23	09/14/23			N
Vendor Total:			64.00									
Total Purchase Orders:			80	Total P.O. Line Items:	116	Total List Amount:	283,323.93	Total Void Amount:	0.00			

Totals by Year-Fund	Fund	Budget Total	Revenue Total	G/L Total	Project Total	Total
Fund Description						
CURRENT FUND	2-01	18.00	0.00	0.00	0.00	18.00
CURRENT FUND	3-01	234,443.47	0.00	0.00	0.00	234,443.47
ESCROW FUND-PLANNING BOARD	3-17	0.00	0.00	0.00	5,942.25	5,942.25
Year Total:		234,443.47	0.00	0.00	5,942.25	240,385.72
GENERAL CAPITAL FUND	C-04	1,435.55	0.00	0.00	0.00	1,435.55
GRANT FUND	G-02	35,762.37	0.00	0.00	0.00	35,762.37
DOG TRUST (ANIMAL)	T-12	12.00	0.00	0.00	0.00	12.00
TRUST - OTHER TRUST	T-13	5,710.29	0.00	0.00	0.00	5,710.29
Year Total:		5,722.29	0.00	0.00	0.00	5,722.29
Total of All Funds:		277,381.68	0.00	0.00	5,942.25	283,323.93

Project Description	Project No.	Project Total
CELL TOWER-1701 SYCAMORE ST	CT22-10-1C	28.00
CELL TOWER -615 E ATLANTIC AVE	CT23-1-1C	408.75
ZAGON, 1931 MAPLE AVE.	PB22-10-1P	64.00
BROSIUS - 306 TENTH AVE	PB22-10-2P	208.00
KLD VENTURES LLC	PB22-11-1P	52.50
Hoffman-401 Crest Ave	PB22-3-2P	704.00
COLE - 123 SEVENTH AVE	PB22-4-1P	240.00
POJAMIS - 1 SEVENTH AVE.	PB22-4-3P	320.00
UNA VOCE -414 WHITE HORSE PIKE	PB22-5-1P	280.00
HOPE - 1517 MAPLE AVE.	PB22-5-2P	496.50
WINDLE - 8 DALLAS AVENUE	PB22-5-5P	186.50
MESSINA - 1225 KESWICK AVE.	PB22-8-1P	64.00
BROWN - 1721 SYCAMORE ST.	PB22-9-4P	92.00
ALBRIGHT - 23 SEVENTH AVE.	PB23-1-1PB	420.00
HICKS - 301 LAKE STREET	PB23-1-2PB	64.00
JEWUSIAK - 1118 SYLVAN DRIVE	PB23-2-1P	236.25
MICHAEL, 1600 OAK AVE.	PB23-4-1P	390.00
TANNER BREWING, 222 W. ATLANTI	PB23-7-1P	508.50
STITES, 904 STATION AVE.	PB23-8-1P	250.00
RUSSO, 1732 SYCAMORE ST.	PB23-8-2P	62.50

Project Description	Project No.	Project Total
GMMW REDEVELOP-202 W ATLANTIC	RD22-12-1R	80.00
18 WHP REDEVELOP-HH SENIOR	RD22-9-1R	84.00
BROKEN GROUND- 501 STATION	RD22-9-2R	189.00
HADDON REALTY, 7 JOHNSON DR.	WIND TOWER	513.75
Total of All Projects:		<u><u>5,942.25</u></u>

## RESOLUTION 2023:166

### 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.
- \_\_\_\_\_ (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.
- X   (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. **1.) Discussion related to personnel in Tax Assessor's Office. Discussion is expected to be ½ hr. in duration. Formal action may be taken on the foregoing item following Executive Session.**
- \_\_\_\_\_ (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 September 19, 2023 that an Executive Session closed to the public shall be held on September 19, 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 September 19, 2023.

Date: September 19, 2023

\_\_\_\_\_  
Mayor Zachary Houck

ATTEST: \_\_\_\_\_  
Kelly Santosusso, RMC, Borough Clerk