

Draft
BOROUGH OF HIGH BRIDGE
REGULAR COUNCIL MEETING MINUTES

Date: January 2, 2025 – 7:30 p.m. – Location: Fire House, 7 Maryland Ave., High Bridge NJ

CALL TO ORDER BY MAYOR LEE

FLAG SALUTE: LEAD BY MAYOR LEE

ROLL CALL

Councilwoman Conroy present Councilwoman Hamlin present Mayor Lee present
Councilman Doyle present Councilwoman Matos present
Councilwoman Ferry present Councilman Nowell present
Also present were Attorney Gabrielle Canaie, Administrator Brett Bartman, Clerk Adam Young, Deputy Clerk Lisa Creamer and thirty members of the public and press.

SWEARING IN AND NOMINATIONS FOR COUNCIL PRESIDENT:

A. Coleen Conroy sworn in Term expiring 12/31/2027
B. Lauren Hamlin sworn in Term expiring 12/31/2027
C. Resolution 001-2025 - Nomination and Election of Council President – Mayor Lee asks for nominations
Councilman Doyle nominates Councilman Nowell.
Motion to approve the nomination and adopt Resolution – 001-2025: Ferry / Doyle
Roll call vote: Conroy, yes ; Doyle, yes ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;
Motion passes: 6 yes

READING OF PRIOR MINUTES: NOT AT THIS TIME

APPROVAL OF PRIOR MINUTES: NOT AT THIS TIME

VISITORS: NONE

PUBLIC COMMENTS: 3 MINUTES PER PERSON

Christopher Graham congratulated new Councilmembers and wished them well. Mayor Lee acknowledged the first female majority of Councilmembers.

PUBLIC HEARINGS: NONE

WRITTEN COMMUNICATIONS:

A. 2025 Dental Plan Renewal
B. Officer Stein 5th Class Recommendation Letter

OLD BUSINESS: NONE

NEW BUSINESS:

A. Resolution 002-2025 - Temporary Budget
Motion to adopt the temporary budget: Nowell / Ferry
Roll call vote: Conroy, yes ; Doyle, yes ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;
Motion passes: 6 yes

B. Consent Agenda

| RESOLUTION # | TITLE |
|-------------------------|---------------------------------------|
| Resolution - 003 - 2025 | Council Meeting Dates - 2025 |
| Resolution - 004 - 2025 | Borough Newspapers |
| Resolution - 005 - 2025 | Cancel Small Balances |
| Resolution - 006 - 2025 | Tax and Utility Delinquencies |
| Resolution - 007 - 2025 | Depositories and Cash Management Plan |

| | |
|-------------------------|--|
| Resolution - 008 - 2025 | Tax Appeals |
| Resolution - 009 - 2025 | Signatures on Checks |
| Resolution - 010 - 2025 | OPRA Hours |
| Resolution - 011 - 2025 | Adopt Various Policies |
| Resolution - 012 - 2025 | Authorization to bid |
| Resolution - 013 - 2025 | Grant Authorization |
| Resolution - 014 - 2025 | Authorize Purchases from Memberships |
| Resolution - 015 - 2025 | Authorizing Professional Memberships |
| Resolution - 016 - 2025 | Police Rules and Regulations |
| Resolution - 017 - 2025 | Duplicate Tax Certificate |
| Resolution - 018 - 2025 | Volunteer Tuition Credit Program |
| Resolution - 019 - 2025 | Join Morris County Co-op |
| Resolution - 020 - 2025 | Authorization To Advertise for Borough Staff |
| Resolution - 021 - 2025 | Electronic Tax Sale |
| Resolution - 022 - 2025 | Veterans Tax Exemption Policy |
| Resolution - 023 - 2025 | Certification of Compliance - Civil Rights |
| Resolution - 024 - 2025 | Committee Signage Approval Process |
| Resolution - 025 - 2025 | Resolution to Join the Statewide Insurance Fund |
| Resolution - 026 - 2025 | Appoint Statewide Insurance Fund Commissioner |
| Resolution - 027 - 2025 | Golf Rates |
| Resolution - 028 - 2025 | Borough Fees |
| Resolution - 029 - 2025 | Business And Rental Unit Liability Insurance Implementation |
| Resolution - 030 - 2025 | Approve Borough Title VI Plan and LEP Plan |
| Resolution - 031 - 2025 | Film Ready - Code of Conduct |
| Resolution - 032 - 2025 | Amending Borough Personnel Policy |
| Resolution - 033 - 2025 | Utility Rates and Fees |
| Resolution - 034 - 2025 | Appointment of Administrator Brett Bartman |
| Resolution - 035 - 2025 | Appointment Risk Manager |
| Resolution - 036 - 2025 | Boards and Committees |
| Resolution - 037 - 2025 | General Borough Appointments |
| Resolution - 038 - 2025 | Pay to Play - Non-fair and Open Process for Professional Contracts |
| Resolution - 039 - 2025 | Creative Team |
| Resolution - 040 - 2025 | Deputy Registrar Appointment |
| Resolution - 041 - 2025 | Green Team |
| Resolution - 042 - 2025 | Municipal Court Appointment - Judge Eric Perkins |
| Resolution - 043 - 2025 | Readoption of Shared service agreement - Zoning Officer |
| Resolution - 044 - 2025 | Council Committee Assignments |
| Resolution - 045 - 2025 | Adopt Green Purchasing Policy |
| Resolution - 046 - 2025 | Annual Tree Board |
| Resolution - 047 - 2025 | Anti-Idling - annual |
| Resolution - 048 - 2025 | Apply for wildlife habitat community re-certification |
| Resolution - 049 - 2025 | NJ Wildlife Resolution |
| Resolution - 050 - 2025 | Recycling Grant |
| Resolution - 051 - 2025 | Support Water Conservation |
| Resolution - 052 - 2025 | Tree City re-certification with update |
| Resolution - 053 - 2025 | Officer Stephan Stein to 5th Class |
| Resolution - 054 - 2025 | Shared Service Agreement - Animal Control |
| Resolution - 055 - 2025 | Transportation Alternatives Program - Agreement |

Motion to approve the consent agenda: Ferry / Nowell

Roll call vote: Conroy, yes ; Doyle, yes ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;

Motion passes: 6 yes

INTRODUCTION OF NEW ORDINANCES:

A. Ordinance 2025-001: Salary and Wage Ranges 2025

Motion to introduce Ordinance 2025-001: Ferry / Nowell

Roll call vote: Conroy, yes ; Doyle, yes ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee states that the Ordinance 2025-001 shall be published in the Hunterdon Review and/or the Hunterdon County Democrat along with the public hearing date of January 23, 2025.

COUNCIL COMMITTEE AND SPECIAL ASSIGNMENT REPORTS: NONE

LEGAL ISSUES: MAYOR LEE WELCOMES NEW ATTORNEY

APPROVAL OF BILL LIST: NONE

PUBLIC COMMENTS: 1 MINUTE PER PERSON - NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT:

Motion to adjourn: Nowell / Ferry

Roll call vote: Conroy, yes ; Doyle, yes ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;

Motion passes: 6 yes

Next Council Meeting: January 17, 2025 – 12:00 pm – Virtual link posted on www.highbridge.org

Draft
BOROUGH OF HIGH BRIDGE
REGULAR COUNCIL MEETING MINUTES

Date: January 17, 2025 – 12:00 p.m. – Location: Zoom Audio Visual Meeting

CALL TO ORDER BY MAYOR LEE

FLAG SALUTE: LEAD BY MAYOR LEE

ROLL CALL

| | | |
|-----------------------------|-----------------------------|-------------------|
| Councilwoman Conroy present | Councilwoman Hamlin present | Mayor Lee present |
| Councilman Doyle present | Councilwoman Matos present | |
| Councilwoman Ferry present | Councilman Nowell present | |

Also present were Attorney Michelle Yang, Administrator Brett Bartman, Clerk Adam Young, Deputy Clerk Lisa Creamer and one member of the public.

READING OF PRIOR MINUTES: NONE

APPROVAL OF PRIOR MINUTES: NONE

VISITORS: NONE

PUBLIC COMMENTS: 3 MINUTES PER PERSON - NONE

PUBLIC HEARINGS: NONE

WRITTEN COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS: NONE

INTRODUCTION OF NEW ORDINANCES: NONE

COUNCIL COMMITTEE AND SPECIAL ASSIGNMENT REPORTS: NONE

LEGAL ISSUES: NONE

APPROVAL OF BILL LIST: NONE

PUBLIC COMMENTS: 1 MINUTE PER PERSON - NONE

**EXECUTIVE SESSION: LEGAL ADVICE - DISCUSSION ANTICIPATED LITIGATION
REGARDING THE AFFORDABLE HOUSING DECLARATORY JUDGMENT ACTION**

Resolution 056-2025 - Motion to move into executive session: Ferry / Nowell

Roll call vote: Conroy, yes ; Doyle, yes ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;

Motion passes: 6 yes

Action may be taken.

Motion to return to open session: Ferry / Nowell

Roll call vote: Conroy, yes ; Doyle, absent ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;

Motion passes: 5 yes, 1 absent

ADJOURNMENT:

Motion to adjourn: Ferry / Nowell

Roll call vote: Conroy, yes ; Doyle, absent ; Ferry, yes ; Hamlin, yes ; Matos, yes ; Nowell, yes ;

Motion passes: 5 yes, 1 absent

Next Council Meeting: January 23, 2025 - 7:30 pm – Fire House, 7 Maryland Ave., High Bridge, NJ

Draft
BOROUGH OF HIGH BRIDGE
REGULAR COUNCIL MEETING MINUTES

Date: December 12, 2024 – 7:30 p.m. – Location: Fire House, 7 Maryland Ave., High Bridge NJ

CALL TO ORDER BY MAYOR LEE

FLAG SALUTE: LEAD BY MAYOR LEE

ROLL CALL

| | | | | | |
|--------------------|---------|----------------------|---------|-----------|---------|
| Councilman Doyle | present | Councilwoman Matos | present | Mayor Lee | present |
| Councilwoman Ferry | present | Councilman Nowell | present | | |
| Councilman Graham | present | Councilman Silvestri | present | | |

Also present were Attorney Barry Goodman, Administrator Brett Bartman, Clerk Adam Young, Deputy Clerk Lisa Creamer and thirteen members of the public and press.

Mayor Lee asked for a moment of silence for the passing of Robert Bork and spoke about service information.

READING OF PRIOR MINUTES: 11/14/2024

Motion to dispense with the reading of the November 14, 2024 regular minutes: Silvestri / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

APPROVAL OF PRIOR MINUTES: 11/14/2024

Motion to approve the November 14, 2024 regular minutes:

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

VISITORS: NONE

AWARDS:

A. Professional – Recognition of Service – Mayor Lee, Council, and the Borough professionals thanked Attorney Barry Goodman for his service to the Borough.

PUBLIC COMMENTS: 3 MINUTES PER PERSON

Mike Gronsky spoke about the possibility of having an Architectural Review Board for Planning Board applications, the purpose of such a board, and polling Planning Board members about the idea. Jeff Walck read a letter requesting relief from landlord late fees. Mark Desire congratulated Attorney Goodman on his retirement and thanked Councilman Silvestri for his service to the Borough. Lisa Desire thanked Councilman Silvestri, Councilman Graham, and the family of Council for their service. Lauren Hamlin congratulated Attorney Goodman on his retirement and thanked Councilman Silvestri and Councilman Graham for their service to the Borough. Mayor Lee congratulated Attorney Goodman on his retirement and thanked Councilman Silvestri and Councilman Graham for their service to the Borough. Clerk Young read comments from Sally Ward speaking about the solstice date and ninety-seven days until spring.

PUBLIC HEARINGS:

A. **Ordinance 2024-041:** Amend Chapter 261 Parks and Playgrounds

Motion to open the public hearing for Ordinance 2024-041: Silvestri / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee spoke about the intent of the Ordinance.

Motion to amend Ordinance 2024-041, open times from 9am to 1pm, to 8am to 12 noon: Nowell / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Motion to close the public hearing for Ordinance 2024-041: Nowell / Silvestri

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Motion to adopt Ordinance 2024-041: Silvestri / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

B. Ordinance 2024-042: Vacate Borough Code Chapter 219 - Library

Motion to open the public hearing for Ordinance 2024-042: Ferry / Silvestri

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Mayor Lee spoke about the intent of the Ordinance.

Motion to close the public hearing for Ordinance 2024-042: Silvestri / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Motion to adopt Ordinance 2024-042: Nowell / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

WRITTEN COMMUNICATIONS:

A. November Zoning Report

B. November Tax Collector's Report

C. November Administrator's Report

OLD BUSINESS: NONE

NEW BUSINESS:

A. Consent Agenda

| RESOLUTION # | TITLE |
|-------------------------|---|
| Resolution - 279 - 2024 | Council Meeting Dates – 2025 |
| Resolution - 280 - 2024 | Resolution Supporting Amendment Of The Fair Housing Act (FHA) As Proposed By The New Jersey Institute Of Local Government Attorneys (NJILGA) |
| Resolution - 281 - 2024 | Year End Budget Transfers |
| Resolution - 282 - 2024 | Approve the Amended Forestry Management Plan |
| Resolution - 283 - 2024 | Resolution Rescinding and Replacing Resolution 185-2024 - Salaries and Wages |
| Resolution - 284 - 2024 | Authorizing Colliers Engineering GIS Proposal for Water System Data Collection and Mapping |
| Resolution - 285 - 2024 | Authorizing Execution of Agreement with Colliers Engineering - Engineering Services for the Central Ave, Union Ave, and Hart St Improvement Project |
| Resolution - 286 - 2024 | Authorizing Execution of Agreement with Colliers Engineering - Engineering Services for the East Main Street and Highland Ave Improvement Project |
| Resolution - 287 - 2024 | Chapter 159 - Highlands Build-out Analysis |
| Resolution - 288 - 2024 | Allocation of Council Compensation |
| Resolution - 289 - 2024 | Emergency Management Agency Assistance (EMAA) Grant |
| Resolution - 290 - 2024 | Lien Redemption |
| Resolution - 291 - 2024 | Municipal Alliance - Form 1B - Amended |
| Resolution - 292 - 2024 | Refund of Tax Overpayment |
| Resolution - 293 - 2024 | Appointment of OEM Coordinator |

Motion to approve the consent agenda: Nowell / Graham

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

INTRODUCTION OF NEW ORDINANCES: NONE

COUNCIL COMMITTEE AND SPECIAL ASSIGNMENT REPORTS:

Councilman Doyle - Golf/Emergency Services/Finance

Councilman Doyle spoke about having no report for the Emergency Services at this time, golf statistics, golf repairs by the Department of Public Works, budget preparation, Police Department statistics and programs, Fire Department statistics, thanks from Chief Sean Smith to the Council and community for support, and budget processes continuing.

Councilwoman Ferry – Education

Spoke about the Commons tree lighting event, thanked Erin Delgado for her service on the school board, congratulations to Greg Hodges, coming school events, thanked Councilman Silvestri and Graham for their service, and thanked Attorney Barry Goodman for his service.

Councilman Graham – Open Space and Recreation

Spoke about Nassau and flow trails being closed for maintenance, bike race logistics for next year being worked on, and thanked everyone for their support while on Council.

Councilwoman Matos - Historical

Spoke about Solitude House events, thanked all those involved with the Solitude House for their donations, time, and efforts, past events at the Solitude House, work progressing on the historic district nomination, thanked Councilman Silvestri and Graham for their service to the Borough and assistance with the Solitude House and grounds.

Councilman Nowell - Website/Newsletter/Social Media/Public Health/Environmental/Solid Waste/Recycling

Spoke about Environmental Commission litter monitoring, grants received, planter watering, Tree City certification, Arbor Day event and nature talks, the Green Team recertified bronze, the Creative Team events, reaching the recyclable plastic goal to receive a bench through the Trex program, thanked Councilmembers and Attorney Goodman for their service.

Councilman Silvestri - Department of Public Works & Engineering

Spoke about water main project completion, Department of Public Works projects completed, auctioned items, future water main projects, DPW training completed, and thanked Mayor, Council, and the professionals. Mayor Lee noted the repair of the Cregar Road train bridge being fixed under Councilman Silvestri's watch.

Administrator Bartman - Administrator's Report

Spoke about grant work completed and submitted, work continuing on the historical district plan, professional service contract work, installation of new phone system, budget submissions, engineering meetings, forestry management plan work, and thanked Councilman Silvestri and Graham, and Attorney Goodman for their service.

Mayor Michele Lee - Executive Services

Mayor Lee thanked Councilman Silvestri and Graham for their service, spoke about the unknown drone activity in the State, attending a meeting with the NJ State Police and Homeland Security, concerns, and waiting for further guidance.

LEGAL ISSUES:

Attorney Goodman spoke about there being no lawsuits and thanked the Mayors, Councilmembers, staff, and residents of High Bridge throughout his time with the Borough.

APPROVAL OF BILL LIST:

Approval of Bills as signed and listed on the Bill Payment List. **Total Amount: \$1,121,292.25**

Motion to approve bill list: Silvestri / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

PUBLIC COMMENTS: 1 MINUTE PER PERSON - NONE

EXECUTIVE SESSION: NONE

ADJOURNMENT:

Motion to adjourn: Graham / Ferry

Roll call vote: Doyle, yes ; Ferry, yes ; Graham, yes ; Matos, yes ; Silvestri, yes ; Nowell, yes ;

Motion passes: 6 yes

Next Council Meeting: January 2, 2024 - 7:30 pm – Fire House, 7 Maryland Ave., High Bridge, NJ

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

PROCLAIM SUPPORT FOR FOUR CHAPLAINS DAY

PROCLAMATION: 001-2025

PROCLAIMED:

WHEREAS, February 3rd, 2025, will mark the eighty-second anniversary of the sinking of the troopship DORCHESTER, which carried to their deaths four Chaplains of three faiths who stood united in prayer as the ship went down; and

WHEREAS, these four Chaplains, Roman Catholic, Jewish, and Protestant gave their own lifejackets to four soldiers and thus sacrificed their own lives to save the lives of others; and

WHEREAS, it is fitting at this time that the Borough of High Bridge should give special recognition to the memory of those who sacrificed their lives for the cause of freedom; and

WHEREAS, the heroic deed of the four Chaplains and their combined act of supreme devotion and sacrifice for American liberty, and human freedom, will be an inspiring and ever-shining example of real brotherhood for all time to the people of the world; and

WHEREAS, we must all see to it that their supreme sacrifice to the cause of human freedom and justice for all shall not have been made in vain;

NOW, THEREFORE, I, Michele Lee, Mayor of the Borough of High Bridge do hereby designate February 3rd, 2025, to be observed as Four Chaplains Day, and call upon all citizens to commemorate the day, and fly the Borough's flag at half-mast.

Introduction 01/02/2025
Publication 01/09/2025
Adoption
Publication

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ORDINANCE #2025-001

**AN UPDATED ORDINANCE OF THE BOROUGH OF HIGH BRIDGE
SETTING FORTH THE SALARY AND WAGE RANGE OF
OFFICERS AND EMPLOYEES**

BE IT ORDAINED by the Mayor and Common Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the 2025 Salary Ordinance be adopted in the form following:

SECTION 1: The salary and wage for compensation of certain Officers and Employees of the Borough of High Bridge having a salary and wage range are as follows:

| | SALARY AND WAGE RANGES |
|--|------------------------------------|
| Chief of Police | \$130,000---- \$175,000 per annum |
| Sergeant of Police | \$115,000---- \$130,000 per annum |
| Police Officer - 1st Class | \$100,000---- \$120,000 per annum |
| Police Officer - 2nd Class | \$ 90,000 ---- \$100,000 per annum |
| Police Officer - 3rd Class | \$ 80,000 ---- \$90,000 per annum |
| Police Officer - 4th Class | \$ 74,000 ---- \$80,000 per annum |
| Police Officer - 5 th Class | \$ 67,000 ----- \$74,000 per annum |
| Police Officer - 6 th Class | \$ 59,000----- \$67,000 per annum |
| Police Officer - 7 th Class | \$ 52,000----- \$59,000 per annum |
| Police Officer - 8 th Class | \$ 44,000----- \$52,000 per annum |
| Police Officer – Probationary | \$ 35,000----- \$44,000 per annum |
| Matrons - Police Dept. | \$14.13 ----- \$20.00 per hour |
| School Crossing Guards | \$19.00..... \$25.00 per hour |
| Director of Public Works & Utilities/Recycling/RTK | \$75,000 ---- \$130,000 per annum |
| Code Enforcement Officer | \$5,000 \$7,500 per annum |
| Road Supervisor | \$55,000 ---- \$95,000 per annum |
| Extra Laborer - Public Works & Utilities | \$15.00 ----- \$25.00 per hour |
| Extra Laborer – (CDL)Public Works & Utilities | \$20.00 ----- \$30.00 per hour |
| Extra Laborer-Seasonal | \$14.13----- \$20.00 per hour |
| Water Operator | \$9,000----- \$15,000 per annum |
| Water Operator - Secondary | \$1,000----- \$5,000 per annum |
| Sewer Operator | \$7,000----- \$12,000 per annum |
| Utility Collector | \$10,000 ---- \$25,000 per annum |
| Assistant Utility Collector | \$15.00..... \$30.00 per hour |
| Animal Control Officer | \$2,500..... \$4,000 per annum |
| Assistant Animal Control Officer | \$1,500..... \$3,000 per annum |
| Librarian | \$18,000----- \$25,000 per annum |
| Assistant Librarian | \$14.13 ----- \$20.00 per hour |
| Extra Clerical – All Depts. Not otherwise classified | \$14.13 ----- \$30.00 per hour |
| Administrative Assistant | \$15.00..... \$30.00 per hour |
| Technical Assistant | \$15.00----- \$30.00 per hour |
| Mayor | \$0.00 ----- \$3,500.00 per annum |
| Member of Common Council | \$2,000 ---- \$3,500.00 per annum |
| Municipal Administrator | \$40,000 ---- \$125,000 per annum |
| Deputy Administrator | \$40,000----- \$115,000 per annum |
| Zoning Officer | \$5,000----- \$10,000 per annum |
| CCO Officer | \$4,000----- \$6,500 per annum |
| Registered Municipal Clerk/Registrar | \$40,000----- \$90,000 per annum |
| Deputy Municipal Clerk | \$40,000----- \$65,000 per annum |
| Deputy Registrar | \$500..... \$1,000 per annum |
| Recycling Coordinator | \$500..... \$3,000 per annum |

| | |
|--|-----------------------------------|
| Assistant Recycling Coordinator | \$500.....\$3,000 per annum |
| Right to Know Coordinator | \$1,000----- \$3,000 per annum |
| Municipal Housing Liaison (COAH) | \$1,000-----\$5,000 per annum |
| Municipal Administrative Agent (COAH) | \$1,000-----\$3,000 per annum |
| Certified Municipal Finance Officer | \$35,000-.....\$100,000 per annum |
| Certified Municipal Tax Collector | \$35,000 ----- \$70,000 per annum |
| Deputy Tax Collector | \$5,000.....\$15,000 per annum |
| Finance Assistant I | \$30,000-----\$75,000 per annum |
| Finance Assistant II | \$15.00-----\$30.00 per hour |
| Finance Asst/Utility&Tax Collector/Asst. Recycling | \$65,000-----\$125,000 per annum |
| Tax Assessor | \$15,000 ----- \$35,000 per annum |
| Planning Board Secretary | \$15.00-----\$30.00 per hour |
| Assessment Program Inspector | \$15.00-----\$30.00 per hour |
| Construction Sub-code Official | \$10,000 ----- \$15,000 per annum |
| Building Sub-code Official | \$5,000 ----- \$7,500 per annum |
| Plumbing Sub-code Official | \$5,000 ----- \$7,500 per annum |
| Electrical Sub-code Official | \$5,000 ----- \$7,500 per annum |
| Fire Sub-code Official | \$5,000 ----- \$7,500 per annum |
| Mechanical Sub-code Official | \$5,000-----\$7,500 per annum |
| Substitute Sub-code Official | \$35.00-----\$55.00 per hour |
| Fire Official | \$8,000.....\$10,000 per annum |
| Recreation Coordinator | \$15.00-----\$30.00 per hour |
| Summer Recreation Counselor | \$15.00----- \$20.00 per hour |
| Summer Recreation Director | \$1,000 ----- \$1,700 per annum |
| Summer Recreation Assistant Director | \$600-----\$1,000 per annum |
| Laborer– Step 12 Public Works | \$70,000\$-----\$75,000 per annum |
| Laborer– Step 11 Public Works | \$67,000 ----- \$72,000 per annum |
| Laborer– Step 10 Public Works | \$64,000 ----- \$69,000 per annum |
| Laborer– Step 9 Public Works | \$62,000 ----- \$66,000 per annum |
| Laborer– Step 8 Public Works | \$59,000 ----- \$63,000 per annum |
| Laborer– Step 7 Public Works | \$57,000 ----- \$60,000 per annum |
| Laborer– Step 6 Public Works | \$54,000 ----- \$57,000 per annum |
| Laborer– Step 5 Public Works | \$52,000 ----- \$54,000 per annum |
| Laborer– Step 4 Public Works | \$49,000 ----- \$52,000 per annum |
| Laborer– Step 3 Public Work | \$47,000 ----- \$49,000 per annum |
| Laborer– Step 2 Public Work | \$44,000 ----- \$46,000 per annum |
| Laborer– Step 1 Public Work | \$42,000 ----- \$43,000 per annum |
| Laborer– Starting Public Works | \$39,000 ----- \$41,000 per annum |
| Laborer License Holders C,W,T | \$1.25 per hour additional |

SECTION 2: All ordinance or sections of ordinances deemed to be inconsistent with the terms of this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective retroactively to January 1, 2025 upon passage and publication in accordance with the laws of the State of New Jersey.



BOROUGH OF HIGH BRIDGE
97 WEST MAIN STREET, HIGH BRIDGE NJ 08829-1900

E: ZONING@HIGHBRIDGE.ORG

OFFICE OF THE ZONING OFFICER

Monthly Zoning Officer's Report:

December 2024

Zoning Permits – Residential Use:

| | | |
|------------------------|--------------------|---------------------|
| 1. Block 39 Lot 507 | Tree removal | Approved 12-2-2024 |
| 2. Block 39.05 Lot 203 | Overhang over Deck | Approved 12-5-2024 |
| 3. Block 33 Lot 67 | Tree removal | Approved 12-16-2024 |

Zoning Permits- Commercial Use:

Zoning Signs:

| | | |
|-------------------------|-----------------|---------------------|
| 1. Block 19.03 L. 83.01 | Temporary Signs | Approved 12-10-2024 |
|-------------------------|-----------------|---------------------|

General Inquiries/ Letters:

Rebuild a Solitude village- bulk requirements

Complaints:

Dead tree hazard to structure

Warning & Violations:

B. 17 L. 1- Trash Enclosure
B. 39.03 L. 321- Property Maintenance Violations

Summons:

Land Use Board Referrals:

Respectfully submitted,
Allison Witt, Zoning Officer

Debra Blaney

January 15, 2025

Dear Brett Bartman, Borough Administrator,

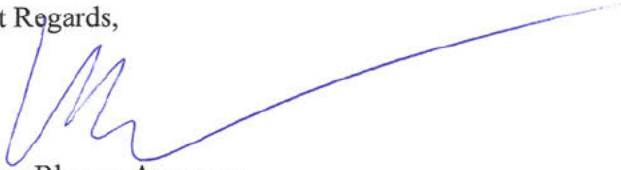
I was initially appointed approximately 10 months ago as Tax Assessor and Reassessment Officer to review and update the Borough of High Bridge Assessor records, create reports & letters/correspondence, implement a reassessment program, and provide taxpayers with responses to their inquiries. Since April 1, 2024, I have worked diligently on all of these requirements and feel the Borough of High Bridge is in a better standing and the Assessor Office is functioning more efficiently.

After much consideration, I have decided that the commitment requires more than I anticipated and am submitting my resignation as Tax Assessor making February 28, 2025 my last day. I would like to retain the position of Reassessment Officer and will continue to fulfill my duties. I am committed to ensuring a smooth transition of the Tax Assessor position. I would like to offer my assistance in recruiting for and training my replacement and providing any documentation that is needed.

As the Tax Assessor, there are a few pertinent tasks that need to be performed such as responding to property owners, preparing the assessed values for 2025, and filing the tax list by February 1, 2025. I am committed to fulfilling these tasks prior to March 1st.

Thank you for the opportunity and support to work for the Borough of High Bridge. I appreciate your continued support as the Reassessment Officer.

Best Regards,



Debra Blaney, Assessor

Cc: Anthony Porto II, Hunterdon County Tax Administrator

HB HIGH BRIDGE BOROUGH

Monthly Report – December 2024

Projects:

- Transit Village
 - No Update
- Elizabethtown Gas Line (Solitude Village)
 - Paving of trench completed.

Grants/Funding:

- NJDOT FY24 Municipal Aid \$219,330
- NJTPA FY23 \$875K -
- NJ Transportation Alternatives Grant YF23 \$520K (Bridge Street Streetscape)
- Green Communities Grant (\$3,000 match).
- Stormwater assistance grant \$15,000
- SRTS22 (\$244,998.52)
 - Preliminary design
- FY18 SRTS
 - DEP Permits pending
- SRTS FY24
 - Awarded \$530k
- Water Improvement Infrastructure 2024
 - \$4M

Other:

- Historic Trust Grant - Solitude House North Porch 2022.0029 Project Schedule change submitted to extend the work period until 12/31/2025. Extension approved, executed agreement and return to Historic Trust.
- Submitted plan with professional services for Historic District Dennis Bertland Associates and Hunter Research
- Updated Professional Services packets for 2025, provided to the clerk for distribution.
- Submitted Statewide Insurance grant for 2024
- Municipal Aid grant for Hart, Union, Central road improvement project we received a 6 month extension

- Continue to work with GPI engineering on collecting Right Of Entry forms for the Safe Routes To School YR18 grant.
- New phone system at Borough Hall currently being installed.
- Initial meeting was held by the CFO with various departments to prepare their budget submissions.
- Continue to meet monthly with Collier's grant team looking for additional funding opportunities for the Borough.
- Coordinating updates to our forestry management plan between the state and our forester.
- Met with JCP&L and borough representatives to explore lighting upgrades in Borough as part of cost savings.
- Coordinating reorganization meeting supporting document updates.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ACCEPT RESIGNATION OF TAX ASSESSOR DEBRA BLANEY

RESOLUTION: 057-2025

ADOPTED:

WHEREAS, the Borough received a resignation letter from Debra Blaney, Tax Assessor; and

WHEREAS, this resignation is effective February 28, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, hereby accepts the resignation of Debra Blaney as Tax Assessor as of January 23, 2025.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**AUTHORIZATION OF CLIENT SERVICES AND TO APPLY FOR THE LOCAL RECREATION
IMPROVEMENT GRANT FOR YEAR 2025**

RESOLUTION: 058-2025

ADOPTED:

WHEREAS, the Borough of High Bridge desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$ 100,000.00 to carry out a project to resurface, stripe, and replace hoops on existing 40 x 100ft basketball court for the Union Forge Park Basketball Court Improvements; and

WHEREAS, Collier's Engineering and Design has submitted a proposal for preparation and submission of the 2025 NJDCA Local Recreation Improvement Grant; and

BE IT THEREFORE RESOLVED,

1) that
the Borough of High Bridge does hereby authorize the application for such a grant; and,

2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of High Bridge and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

ATTEST:

Adam Young
Municipal Clerk

Michele Lee
Mayor

CERTIFICATION:

I, _____, the _____,
(name of Board Secretary / Government Clerk) (title of position - Board Secretary or Government Clerk)

of _____
(formal name of organization)

hereby certify that at a meeting of the Board of Directors / Governing Body held on _____
(meeting date)

the above *RESOLUTION* was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(Signature of Secretary of the Board of Directors or Government Clerk)

Client Authorization Form

Date: January 7, 2025
Client: Borough of High Bridge
Project Name: Local Recreation Improvement Grant Application
Task Name: Grant Application
Colliers Engineering & Design Project No.: HIB-0188P

We request your review and authorization of services as outlined below in order to proceed:

Services requested by: Brett Bartman, Borough Administrator

Description of service contract scope:

Colliers Engineering & Design, Inc. (CED) proposes to provide the following service(s):

Our team will assist with the preparation and submission of a 2025 NJDCA Local Recreation Improvement Grant (LRIG) through the NJDCA SAGE system by the deadline of January 31, 2025. The proposed project for funding is recreational infrastructure improvements at Union Forge Park. The scope of work for application assistance includes: SAGE account update and completion of forms; draft statement letters for Mayor/Governing Body; narratives including agency capacity, project description, project narrative, statement of need, objectives, and scope of services; project schedule and work plan; certification sheets; draft governing body resolution; project budget and proof of ownership.

Please note, a governing body resolution authorizing and supporting this project is required to be submitted with the application.

Should you have any questions or require any additional information, please do not hesitate to contact me directly.

The Business Terms and Conditions of the original contract shall still apply.

Services outlined above shall be invoiced:

☒ **Per diem/hourly**

☐ **Lump sum**

Payment terms are NET30 of receipt of invoice.

Estimated Budget = \$ _____

Not to Exceed Fee = \$ \$5,100.00

I (we) hereby authorize the services to proceed as outlined above:

Signer's Name (Print)

Signature

Date

Client Authorization Form prepared by:

Kelsey Howard, Principal Associate

Project Manager's Name (Print)

Kelsey Howard

Project Manager's Signature

1/7/2025

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AUTHORIZATION FOR HUSKIES FIELD USAGE FEE ADJUSTMENT

RESOLUTION: 059-2025

ADOPTED:

WHEREAS, the Borough of High Bridge has surveillance cameras installed at Union Forge Park; and

WHEREAS, the Hunterdon Huskies currently pay for the electrical meter of the northern fields (football); and

WHEREAS, two unmetered cameras are located on this metered side of the field and the Borough intends to provide for an adjustment to the Huskies annual field usage fees of \$25.00 per camera (\$50.00); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, hereby approves the field usage fees as provided for above.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AUTHORIZATION OF OPEN CONTAINER BOROUGH EVENT

RESOLUTION: 060-2025

ADOPTED:

WHEREAS, legislative bill(s) S-2921 and A-5554 were signed into law amending R.S. 40:48-1 authorizing a municipality to permit people to consume alcoholic beverages outdoors in an “open container area”; and

WHEREAS, Borough Ordinance 112-25 provides for an “open container area” which shall be determined by resolution of the Mayor and Council for sanctioned events limited to the specific date(s), time(s) and location(s) of such events; and

WHEREAS, notwithstanding any other provision of law to the contrary, the Borough intends to authorize the consumption of alcoholic beverages within an open container area by persons who are at least 21 years of age; and

WHEREAS, the Council shall permit an open container area as per the following details:

- DATE(s): Sunday, June 15, 2025
- SETUP TIME: 10:30am
- OPEN CONTAINER TIME: 12:00pm – 3:30pm
- LOCATION: Solitude House
- AREA: Solitude lawn area (grass on Solitude front lawn, garage side lawns and behind Annex building)
- EVENT: 4th Annual Father’s Day Cookout

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, establishes an open container area where persons are permitted to carry and consume open containers of alcoholic beverages as stated above in accordance with all local, state, and federal laws.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING AN ESCROW FUNDING AGREEMENT WITH MAIN
HIGH BRIDGE, LLC, TO FUND THE COSTS AND EXPENSES IN CONNECTION
WITH EXPLORING THE REDEVELOPMENT OF BLOCK 20, LOT 52.**

RESOLUTION: 061-2025

ADOPTED:

WHEREAS, the Borough of High Bridge (“Borough”) is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) to determine whether certain parcels of land within the Borough constitute an “area in need of redevelopment”; and

WHEREAS, Pursuant to the LRHL, on May 11, 1995, the Mayor and Council of the Municipality (the “Governing Body”) adopted Resolution Number 95-07 designating the entire Borough as an area in need of rehabilitation; and

WHEREAS, Main High Bridge, LLC, the owner of the Property, and the Borough desire to enter into an Escrow Agreement to fund the costs and expenses in connection with exploring the redevelopment of the Block 20, Lot 52 (the “Property”); and

WHEREAS, the Borough, by entering into the Escrow Funding Agreement, does not provide any assurance of a particular result, the intent being only to defray the costs and expenses of exploring the potential for redevelopment of the Property;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of High Bridge, Hunterdon County, New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to execute an Escrow Funding Agreement with Main High Bridge, LLC, to take actions reasonably connected with the investigation of a potential redevelopment of Block 20, Lot 52, subject to review and approval of the Borough Attorney as to final form and content of the Escrow Funding Agreement.
2. The Resolution shall take effect immediately upon adoption.

ESCROW FUNDING AGREEMENT

This FUNDING AGREEMENT (this “Agreement”) is made this ___ day of _____, 2025 (the “Effective Date”) by and between the BOROUGH OF HIGH BRIDGE, a municipal corporation of the State of New Jersey, having its offices at 97 West Main Street, High Bridge, New Jersey 08829 (the “Borough”) and MAIN HIGH BRIDGE, LLC c/o, a New Jersey limited liability company, having its offices at 21 Wallace St Elmwood Park, NJ 07407 (hereinafter, “MHB” and, together with the Borough, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Borough of High Bridge (“Borough”) is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) to determine whether certain parcels of land within the Borough constitute an “area in need of redevelopment”; and

WHEREAS, Pursuant to the LRHL, on May 11, 1995, the Mayor and Council of the Municipality (the “Governing Body”) adopted Resolution Number 95-07 designating the entire Borough as an area in need of rehabilitation; and

WHEREAS, by Resolution XXX, dated January 23, 2025, the Mayor and Council received and approved a Proposal from Colliers Engineering & Design, Inc. to provide professional planning services to prepare a Redevelopment Plan and Redevelopment Agreement for 126 West Main Street, identified on the tax maps as Block 20, Lot 52 (“Property”); and

WHEREAS, the Borough has limited resources to pay for the preparation of the Redevelopment Plan and for the additional professional services involved in preparing the Redevelopment Agreement; and

WHEREAS, MHB is the owner of the Property and the Borough has requested that MHB post escrow to cover the cost in preparing the Redevelopment Plan and Agreement; and

WHEREAS, MHB is prepared to fund an ongoing escrow to provide sufficient funds to the Borough to enable it to undertake the preparation of the Redevelopment Plan and take other actions reasonably connected with the potential redevelopment of the Property; and

WHEREAS, the Borough, by entering into the Escrow Funding Agreement, does not provide any assurance of a particular result, the intent being only to defray the costs and expenses of exploring the potential for redevelopment of the Property;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto do hereby covenant and agree each with the other as follows:

Section 1 Payment of Redevelopment Costs Contemporaneously with the execution of this Agreement, MHB shall pay to the Borough the amount of \$20,000.00 which the

Borough shall deposit into a non-interest bearing escrow account (the "Escrow Account") established by it for the payment of reasonable and necessary out of pocket third-party fees, costs and disbursements, including fees, costs and disbursements incurred prior to the date hereof, charged by its professionals, including but not limited to planners, engineers, financial advisors and legal counsel, related to the preparation and adoption of the Redevelopment Plan and agreements relating to the redevelopment of the Property. Such professionals shall be compensated pursuant to contracts entered into with the Borough. If, when and as often as may occur that the Escrow Account is drawn down to an amount below the Borough Professional's current estimate of remaining expected charges to be incurred, then MHB upon the Borough's written request, shall within fifteen (15) days thereafter, provide to the Borough for deposit funds sufficient to replenish the Escrow Account to the amount of the current estimate. In the event this Agreement either expires or is lawfully terminated by the Borough, then all escrowed monies shall be returned to MHB following the payment from the fund of all costs incurred up to the time of said expiration or cancellation.

Section 2. This Agreement shall continue until a Redevelopment Agreement is executed, or the Parties agree to terminate this Agreement by written notice.

Section 3. The Borough shall provide MHB with all invoices, bills and demands for payment from all vendors submitting invoices under this Agreement.

Section 4. Obligation to Indemnify. MHB agrees to indemnify and hold the Borough harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) (collectively, "**Claims**") which the Borough may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the preparation and/or adoption of the Redevelopment Plan, except that to the extent that any such claim or suit arises from (1) the intentional or willful wrongful acts or omissions of the Borough, including its officials, agents, servants, employees and consultants, (2) the direct negligent actions of the Borough, including its officials, agents, servants, employees and consultants, or (3) the alleged failure by the Borough, including its officials, agents, servants, employees and consultants, to act and to take such actions necessary under the laws providing for the Redevelopment of property under N.J.S.A. 40A:12-1 et. seq. wherein such action is required on the part of the Borough and not MHB. The Borough shall provide notice to MHB of the subject Claims as soon as reasonably possible after their occurrence so that MHB may undertake control and responsibility for the Claim if covered hereunder but in any case within ten (10) days of the Borough receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, MHB shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice.

Section 5. This Agreement shall be binding upon the Parties and their respective successors and assigns.

Section 6. This Agreement shall be governed by and construed under the laws of the State of New Jersey.

Section 7. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

BOROUGH OF HIGH BRIDGE

By: _____
Michele Lee, Mayor

Attest:

Adam Young, Borough Clerk
Dated _____, 2025

Main High Bridge, LLC

By: _____

Witness:

Dated _____, 2024

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING COLLIERS ENGINEERING & DESIGN FOR
PROFESSIONAL PLANNING SERVICES -126 WEST MAIN STREET**

RESOLUTION: 062-2025

ADOPTED:

WHEREAS, the Borough of High Bridge (“Borough”) is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “LRHL”) to determine whether certain parcels of land within the Borough constitute an “area in need of redevelopment”; and

WHEREAS, Pursuant to the LRHL, on May 11, 1995, the Mayor and Council of the Borough adopted Resolution Number 95-07 designating the entire Borough as an area in need of rehabilitation; and

WHEREAS, the Borough wishes to explore the redevelopment of property located at 126 MainStreet, Block 20, Lot 52, in the Borough of High Bridge (“Property”); and

WHEREAS, the Borough received a “Proposal for Professional Planning Services 126 W Main Street Redevelopment Plan & Redevelopment Agreement Colliers Engineering & Design” (“Proposal”) dated January 17, 2025, to provide those services; and

WHEREAS, the Borough has authorized the execution of an Escrow Funding Agreement with Main High Bridge, LLC to provide the funds necessary to accomplish the tasks set forth in the Proposal

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of High Bridge, Hunterdon County, New Jersey that the Borough Administrator is hereby authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein, a copy of which is annexed to this resolution.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY
AUTHORIZING THE SUSTAINABLE JERSEY GRANT APPLICATION**

RESOLUTION: 063-2025

ADOPTED:

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of High Bridge strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Borough of High Bridge is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

THEREFORE, the Mayor and Council of the Borough of High Bridge has determined that the Borough of High Bridge should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that Borough Council of the Borough of High Bridge, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING THE BOROUGH OF HIGH BRIDGE TO ACCEPT A
SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2024 OF EMERGENCY
MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT
AGENCY ASSISTANCE**

RESOLUTION: 064-2025

ADOPTED:

WHEREAS, the Borough of High Bridge Office of Emergency Management has been awarded State Homeland Security Grant Program Sub-grant AFN #97.042, Subgrant Award #FY24-EMPG-EMAA-1014 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The subgrant, consisting of \$10,000.00 Federal Award is for the purpose of enhancing the City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Borough of High Bridge will use these funds to enhance your Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2024, to June 30, 2025; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Borough of High Bridge Office of Emergency Management designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey:

1. That the Council accepts the award of the FFY24 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.

3. That copies of this resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management, the Borough Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

Certification

I hereby certify this is a true and exact copy of the resolution adopted by the Borough of High Bridge on January 23, 2025.

Adam Young, Borough Clerk

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION
SUBAWARD**

| | |
|--|--|
| FY AND GRANT NAME PROJECT TITLE | SUBAWARD AMOUNT Federal Match Total Subrecipient Indirect Cost Rate (ICR) |
| SUBRECIPIENT UEI | CFDA NO. CFDA AMOUNT |
| FEDERAL AWARD IDENTIFICATION NO. FEDERAL AWARING AGENCY | FEDERAL AWARD DATE FEDERAL AWARD AMOUNT L&PS ICR |
| STATE ACCOUNT NO. | DATE OF AWARD |

In accordance with the provisions of _____ as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official

Attorney General or Designee

Typed Name of Official and Title

Date

Date

Division Contact

Subaward Number: FY24-EMPG-EMAA-

Name: _____

Title: _____

Subaward Period: _____

Email: _____

Subrecipient Fiscal Year Start Date: _____

Phone Number: _____

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ADMINISTRATION**

**FY24
EMERGENCY MANAGEMENT PERFORMANCE GRANT
EMAA AWARD CONDITIONS**

STATE CONDITIONS

Compliance with State Laws

1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of State Police (DSP), Office of Emergency Management (OEM) concerning all federal, state, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, Circular Letters (State Circulars) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.
2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
3. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

Legal Authority for Application; Resolution

4. The Subrecipient assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds

5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such or other funding sources as may be applicable and, in addition, if the Subrecipient's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the Department or an event of default under the agreement and the Department shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the grant agreement.

Performance Period

6. The Subrecipient agrees that all subaward activities will only be performed within the authorized subaward period, unless an extension is granted.

Non-State Employee Status

7. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification by Non-profit Agencies or Local Units of Government

8. The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

Indemnification by State Agencies

9. The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients

10. In addition to the federal requirements regarding High Risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
- A. If the Department determines that a Subrecipient:
1. Has a history of unsatisfactory performance;

2. Is not financially stable;
 3. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
 4. Has not conformed to terms and conditions of previous awards; or
 5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. If a Subrecipient is considered “High Risk,” then the Department may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
1. Payment on a reimbursement basis;
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 3. Requiring additional, more detailed financial reports;
 4. Additional project monitoring;
 5. Requiring the Subrecipient to obtain technical or management assistance; or
 6. Establishing additional prior approvals.
- C. If the Department decides to impose such special conditions, it will notify the Subrecipient as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions;
 2. The reason(s) for imposing the special conditions;
 3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

Amendments and Extensions

11. No amendments or contract extensions to the approved budget, objectives, or program scope as outlined in the funding Application may be made without written approval by the Department. The amendment request must be made in writing by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.
12. The Subrecipient shall request approval when there is reason to believe a revision or modification will be necessary for the following reasons:
 - A. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
 - B. To provide financial assistance to a third party by sub-granting, if authorized, or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - C. The need for additional funding or to extend the period of availability of funds.
 - D. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
13. The Department may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Subrecipient must be incorporated in written amendments to this grant.

14. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the Department.

Timekeeping & Overtime

15. Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee name, title, rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
16. The Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Subcontracts and Assignments

17. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Department. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
18. It is the responsibility of the Subrecipient to ensure that all subaward conditions are included in any contract made under this subaward.
19. The Subrecipient shall include in its official grant file copies of any contract with subcontractors or vendors regarding this grant program and copies of its monthly timekeeping system records. The Department reserves the right to give final written approval of subcontract or vendor budgets reimbursed with subaward funds.

Financial Management

20. The Subrecipient agrees to give the Department, OEM, DHS, or FEMA through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. The Department reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.

21. The Department reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.
22. The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.
23. The Subrecipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as the Department may prescribe.
24. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain accurate and complete disclosure of financial results of each subaward in the DCS, have procedures to determine allowable costs, and provide source documentation for financial records.
25. Payments will be made to the Subrecipient in the manner determined by the Department and after receipt by the Department of a properly executed copy of this grant.
26. Program Income
 - A. Program income is defined as gross income earned by the Subrecipient from grant-supported activities.
 - B. The Subrecipient must comply with State Circular Letter 07-05-OMB and Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307.
 - C. Unless the grant provides otherwise, the Subrecipient shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
 - D. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.

Purchases

27. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
28. The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB, when using subaward funds to purchase food, beverages and refreshments for project activities.
29. The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A- 20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.
30. For purchase of services by State Agencies, Independent State Agencies or Legislature, the

Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Training and Travel

31. The Subrecipient agrees to submit a written request to the Department and receive written approval before expending any grant funds allocated for training or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is controlled by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication

32. The Subrecipient agrees that the Department reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the Department for any opinions or conclusions contained therein.

Public Works Contractor Registration

33. The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Bonding and Insurance

34. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Problems Affecting Subrecipient Performance

35. The Subrecipient shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:
- A. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by the Department required to resolve the situation.
 - B. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
36. The Department may, at its discretion, make site visits to:
- A. Review program accomplishments and management control systems.
 - B. Provide such technical assistance as may be required.
 - C. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - D. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

37. The Subrecipient agrees that it will maintain data and information and submit timely reports,

including programmatic progress and financial reports, as the Department may require. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.

38. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
39. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the Department may take one or more of the following actions, as appropriate in the circumstances:
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
 - B. Disallow all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
 - D. Withhold further awards for the program.
 - E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - F. Take other remedies that may be legally available.
40. In taking an enforcement action, the Department may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
41. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.
42. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

The Subrecipient agrees that the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

43. The Department and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions,

including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

44. The Department may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the Department. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, the Department shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
45. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.
46. The Subrecipient shall return any subaward funds that are not supported by an audit or other Federal or State review of documentation maintained by the Subrecipient.

Record Retention

47. Unless otherwise directed by the Department, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven-year period.

Closeout Procedures

48. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant.
49. The Department may permit extensions when requested in writing by the Subrecipient.
50. The Subrecipient will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
51. The Department reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

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FEDERAL CONDITIONS

Compliance with Federal Laws

52. The Subrecipient will follow all applicable requirements and procedures as required by the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Emergency Management Performance Grant (EMPG) Program, any Grant Program Solicitation Reference Guides, and any requirements outlined in the notification, award, and other letters sent to the Subrecipient. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.
53. The Subrecipient agrees to comply and assure the compliance of its contractors with the applicable statutory provisions including Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).
54. The Subrecipient agrees to comply with 2 C.F.R. Part 200 et seq., the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as adopted by DHS at 2 C.F.R. Part 3002, and State Circular Standard Grant Agreement Section, X. Allowable Costs, 07-05-OMB. The Part 200 Uniform Requirements consolidate and supersede the cost principles, administrative requirements, and audit requirements previously found in Office of Management and Budget (OMB) Circulars A-102, A-110, A-21, A-87, A-122, and A-133.
55. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY-2022 Emergency Management Performance Grant guidelines and application kit.

Single Audit Act

56. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.), the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB. The Subrecipient further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits of grant funds) are not satisfactorily and promptly addressed.

Debarment and Suspension

57. All Subrecipients must comply with Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.
58. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and

State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

59. The Subrecipient must inform the Department when the Subrecipient suspends or debars a contractor.

Employee and Consultant Compensation

60. The Subrecipient agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).

Employment Eligibility Form

61. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

FFATA, DUNS, and SAM Requirements

62. The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) and its associated regulations, obtain a Data Universal Numbering System (DUNS) number, and must register with the System of Award Management (unless exempted under 2 C.F.R. 25.100) in order to receive funds provided through this Subaward.

Procurement and Sole Source Justification

63. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be conducted pursuant to 2 C.F.R. 200.317-.326, all other applicable federal and state requirements, and in manner providing full and open competition.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of contracts entered in support of a grant.

64. All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of \$150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from the Department. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908, and is periodically adjusted for inflation).

In accordance with 2 C.F.R. §200.320(f), a noncompetitive procurement process may be used when a Subrecipient can document:

- A. The item or service is available only from a single source;
- B. A true public exigency or emergency exists; or
- C. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

Procurement of Recovered Materials

65. All Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Drug-Free Workplace Regulations

66. All Subrecipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 C.F.R. 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Duplication of Benefits

67. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E, Cost Principles, may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Equipment and Supplies

68. The Subrecipient agrees that all equipment and supplies purchased under the subaward will be tagged and properly inventoried to reflect use of Federal funds. The Subrecipient agrees to use, maintain, and dispose of equipment and supplies purchased or leased with subaward funds pursuant to federal requirements found at 2 C.F.R. § 200.313 and 2 C.F.R. § 200.314, respectively.

False Claims Act and Program Fraud Civil Remedies

69. All Subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

Conflict of Interest

70. The Subrecipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable DHS policy pursuant to 2 C.F.R. § 200.112. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Relocation Assistance

71. The Subrecipient agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Labor and Wage Requirements

72. The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage

Environmental and Historic Preservation

73. The Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.
74. The Subrecipient agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
75. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
76. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.
77. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Reporting Matters Related to Recipient Integrity and Performance

78. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated herein by reference.

Age Discrimination Act of 1975

79. All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

80. All Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Title VI of the Civil Rights Act of 1964

81. All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

82. All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, an sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

83. All Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

- 84.** All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Rehabilitation Act of 1973

- 85.** All Subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Whistleblower Protection Act

- 86.** All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Lobbying Prohibitions

- 87.** All Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Non-Supplanting Requirement

- 88.** Subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Trafficking Victims Protection Act of 2000

- 89.** All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes the Department to terminate this subaward, without penalty, if the Subrecipient:

- A. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
- B. Procures a commercial sex act during the period of time that the award is in effect; or
- C. Uses forced labor in the performance of the award or subawards under the award.

The full text of the award term is provided at 2 C.F.R. § 175.15 and is incorporated here by

reference.

Internal Controls

90. The Subrecipient agrees to:

- A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- B. Comply with Federal statutes, regulations, and the terms and conditions of the awards;
- C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- D. Take reasonable measures to safeguard protected personally identifiable information and other information DHS or the Department designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Specific Conditions

91. The Subrecipient agrees that the Department is authorized to impose additional specific award conditions, as needed, in accordance with 2 C.F.R. §200.207.

Vehicle Operation Requirements

92. Pursuant to Executive Order 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or-rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient’s text messaging policy when off duty.

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FY24 EMPG Special Conditions

Acknowledgment of Federal Funding from DHS

93. All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Publications

94. To assist in information sharing, the Subrecipient shall provide the Department with a copy of any publication (including those prepared for conferences and other presentations) 120 days prior to public release. Publications include any written, visual or sound material substantively based on the project, formally prepared by the award Subrecipient for dissemination to the public. Any publications - excluding press releases and newsletters - whether published at the Subrecipient's or Department's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the United States Department of Homeland Security, Federal Emergency Management Agency. The opinions, Endings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors) and do not necessarily reflect those of the Department of Homeland Security." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
95. The Subrecipient shall transmit to the Department copies of all official award-related press releases at least ten (10) working days prior to public release.

Resolution Required

96. Subrecipients (with the exception of State Agencies) are required to submit a resolution authorizing the acceptance of the Federal share as well as any match, if applicable.

Quarterly Reports

97. The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the Department or DHS may require. Specifically, the Sub recipient must submit to the DSP, Grants Administration Bureau, financial reports including DCS, and process reports every three months and at the end of the sub award period. Funds will be distributed on a reimbursement basis as costs are incurred. Payments will be generated when both narrative and fiscal reports have been received by the Department. Failure to submit reports as required may result in forfeiture of funds for the reporting period in question. Reporting period and due dates are as follows:

| | | |
|----|--------------------------|-----------------|
| A. | Sept 1 – November 30 | Due December 10 |
| B. | December 1 – February 28 | Due March 10 |
| C. | March 1 – May 31 | Due June 10 |
| D. | June 1 – August 31 | Due Sept 10 |

Activities Conducted Abroad

98. All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)

99. DHS defines personally identifiable information (PII) as any information that permits the identity

of an individual to be directly or indirectly inferred, including any information that is linked or likable to that individual. All Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

Copyright

- 100.** All Subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Patents and Intellectual Property Rights

- 101.** Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Federal Debt Status

- 102.** All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Fly America Act of 1974

- 103.** All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Hotel and Motel Fire Safety Act of 1990

- 104.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

USA Patriot Act of 2001

- 105.** Subrecipient must comply with the requirements of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Use of DHS Seal, Logo, and Flags

- 106.** All Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard

seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. DHS Specific Acknowledgments and Assurances.

- 107.** All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- A. Subrecipients must cooperate with any compliance review or compliance investigations conducted by DHS.
 - B. Subrecipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - C. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - D. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Incorporation by Reference of Funding Opportunity Announcement

- 108.** All of the instructions, guidance, limitations, and other conditions set forth in the Federal and State Notice of Funding Opportunities (NOFO) for this program are incorporated herein by reference. All Subrecipients must comply with any such requirement set forth in the program NOFOs.
- 109.** The Subrecipient agrees that this award supports the work described in the recipient's proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.

Acceptance of Post Award Changes

- 110.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

SAFECOM

- 111.** Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Energy Policy and Conservation Act

- 112.** All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Terrorist Financing

- 113.** All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

National Environmental Policy Act

- 114.** All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matter Pertaining to Faith-Based Organizations

- 115.** All Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Acceptance of Post Award Changes

- 116.** In the event FEMA or the Department determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior Approval for Modification of Approved Budget

- 117.** Before making any change to the Department approved budget for this award, the Subrecipient must request prior written approval from the Department where required by 2 C.F.R. Section 200.308. For award with an approved budget greater than \$250,000, the Subrecipient may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from the Department where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget the Department last approved. The Subrecipient must report any deviations from its the Department approved budget in the first Federal Financial Report (SF-425) the Subrecipient submits following any budget deviation, regardless of whether the budget deviation require prior written approval.

Disposition of Equipment

- 118.** When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the Subrecipient must request instructions from the Department to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

John S. McCain National Defense Authorization Act of Fiscal Year 2019

- 119.** All subrecipients, and their contractors and subcontractors, are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- 120.** All subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

DHS Standard Terms and Conditions Generally

- 121.** The Fiscal Year (FY) 2024 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2024 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Disposition of Equipment Acquired Under the Federal

- 122.** State subrecipients must follow the disposition requirements in accordance with state laws and procedures.

CERTIFICATION

I certify that the programs proposed in my application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Division of Administration, FY24 EMPG Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that I will comply with the provisions of the federal grant program, these conditions, and all other applicable federal and state laws, regulations, and guidelines.

Subrecipient

FY24-EMPG-EMAA-**Subaward #**

Signature of Authorized Official

Title

Printed Name of Authorized Official

Date

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AWARD OF CONTRACT – CURB BOXES

RESOLUTION: 065-2025

ADOPTION:

WHEREAS, the Borough of High Bridge wishes to complete the water meter replacement project and to do that there were multiple curb boxes to be repaired/replaced; and

WHEREAS, quotes were solicited and the results as follows; and

| | |
|-------------------------|-------------------------|
| CD Rich | \$2,400.00/per curb box |
| Toby Barkman Excavation | \$2,950.00/per curb box |

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey approve the award of contract to CD Rich in the amount not to exceed \$40,000.00.

I, Michael Pitts, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Water Grant - #10141769-1.



Michael Pitts
Chief Financial Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**AWARD OF CONTRACT – LEAK DETECTION FOR WATER
DISTRIBUTION SYSTEM**

RESOLUTION: 066-2025

ADOPTION:

WHEREAS, the Borough of High Bridge has been mandated by the NJDEP with completing a water system leak detection; and

WHEREAS, quotes were solicited and the results as follows; and

| | |
|----------------------------|------------|
| Northeast Water Technology | \$6,850.00 |
| FSC Leak Detection | \$6,900.00 |

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey approve the award of contract to Northeast Water Technology in the amount not to exceed \$6,850.00.

I, Michael Pitts, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Water Grant – #10141769-3.



Michael Pitts
Chief Financial Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**AWARD OF CONTRACT – FIRE HYDRANT REPLACEMENT
FROM INSURANCE**

RESOLUTION: 067-2025

ADOPTION:

WHEREAS, the Borough of High Bridge must replace a fire hydrant that was damaged in a motor vehicle accident; and

WHEREAS, the insurance company will be paying for the replacement.

WHEREAS, quotes were solicited and the results as follows; and

| | |
|------------|------------|
| Penn Bower | \$9,500.00 |
|------------|------------|

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey approve the award of contract to Penn Bower in the amount not to exceed \$9,500.00.

I, Michael Pitts, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Insurance Reserve.



Michael Pitts
Chief Financial Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AWARD OF CONTRACT – Sewer Line Repair

RESOLUTION: 068-2025

ADOPTION:

WHEREAS, the Borough of High Bridge wishes to repair a sewer line with a 13” hole in it before the paving project of East Main Street begins; and

WHEREAS, quotes were solicited and the results as follows; and

| | |
|-------------------------|-------------|
| Harrington Construction | \$11,250.00 |
| Toby Barkman Excavation | \$13,775.00 |

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey approve the award of contract to Harrington Construction in the amount not to exceed \$11,250.00.

I, Michael Pitts, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Sewer Capital #639138.



Michael Pitts
Chief Financial Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION AUTHORIZING THE PAINT-OUT

RESOLUTION: 069-2025

ADOPTED:

WHEREAS, the High Bridge Creative Team would like to host The Paint-Out 2025 Event on May 4, 2025 at Circa, 37 Main Street and Scouts, 11 Main Street; and

WHEREAS, The Creative Team will be responsible for coordination communicating with their Liaison regarding event items with the Borough, DPW, volunteers, and vendors for the event; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the Creative Team is allowed to host the Paint-Out 2025

ATTEST:

Adam Young
Municipal Clerk

Michele Lee
Mayor

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH EVENT – CRITERIUM RACE

RESOLUTION: 070-2025

ADOPTED:

WHEREAS, the Borough wishes to set the following Borough Event; and

WHEREAS, the High Bridge Borough Police Department is authorized for road closures and detours in order to facilitate the race course; and

WHEREAS, vehicles parked after such closures are established shall be deemed a nuisance and a risk to the safe and proper regulation of traffic, and any police officer may provide for the removal of such vehicle; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the Borough of High Bridge that the following event be set:

Criterion Race

- August 9, 2025
- Event time: 12 p.m. to 5 p.m.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH EVENT - GROUNDS FOR ARTS FEST

RESOLUTION: 071-2025

ADOPTED:

WHEREAS, the High Bridge Creative Team wishes to host the Grounds for Art Fest Borough event on September 13th, 2025 at the TISCO grounds, Komline Property, fields 1 and 3 (Block: 4.06 Lot: 34); and

WHEREAS, the time for the event shall be from 12 p.m. until 5 p.m. with 3 hours beforehand for set up and 2 hour afterward for break-down; and

WHEREAS, The Creative Team shall be responsible for communicating with their Liaison regarding event items with the Borough, DPW, volunteers, and vendors for the event; and

NOW, THEREFORE, BE IT RESOLVED by the Council of The Borough of High Bridge, in the County of Hunterdon, and in the State of New Jersey, that the Borough event, Grounds For Arts Fest, is approved according to the above provisions.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH EVENT EXEMPTIONS TO PROVISIONS OF CHAPTER 268, ARTICLE 1

RESOLUTION: 072-2025

ADOPTED:

WHEREAS, under Chapter 268, Article 1, General Provisions provides for the requirement of obtaining a license for the purposes as outlined within the scope of the chapter; and

WHEREAS, the Council wishes to allow for the temporary exemptions of such licensing requirements of Chapter 268, Article 1 for the TISCO Spring Market / Plantfest and TISCO Winter Market event vendors; and

WHEREAS, the temporary exemptions afforded shall be in effect as follows:

- DATE(s): Saturday, May 3, 2025 and Sunday, Dec. 7, 2025
- TIME(S): 10:00am – 2:00pm and 12:00pm – 4:00pm
- LOCATION: TISCO Grounds and Solitude House

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey, it is established that the licensing requirements of Chapter 268, Article 1 are temporarily exempted for the purpose of allowing the participation in the High Bridge Historical Committee's TISCO Fall Market Borough event for event vendors.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH EVENTS – ENVIRONMENTAL COMMISSION

RESOLUTION: 073-2025

ADOPTED:

WHEREAS, The High Bridge Environmental Commission would like to host the following Borough events:

March 18, 2025 - Batty about Bats, High Bridge Emergency Squad building, 6:30 p.m. to 8:15 p.m.

May 13, 2025 - Frogs of Hunterdon County, High Bridge Emergency Squad building, 6:30 p.m. to 8:15 p.m.

WHEREAS, The Environmental Commission will be responsible for coordinating with their Liaison regarding the event with the Borough, and

NOW, THEREFORE, BE IT RESOLVED by the Council of The Borough of High Bridge, in the County of Hunterdon, and in the State of New Jersey, that the Environmental Commission is allowed to host the aforementioned events.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

HISTORICAL COMMITTEE EVENTS 2025

RESOLUTION: 074-2025

ADOPTED:

NOW, THEREFORE BE IT RESOLVED The Council of the Borough of High Bridge set the list of Historical Committee events for 2025:

Robert Taylor's Birthday Open House – Solitude House Complex/Grounds, March 16, 1:00 – 4:00pm

Mystery Event – Solitude House, April 5, 6:00 – 10:00pm

Solitude Open House – Solitude House Complex/Grounds, April 27, 1:00 – 4:00pm

4th Annual TISCO Spring Market Plantfest – TISCO & Solitude Complex/Grounds, May 3, 10:00am – 2:00pm

Solitude Open House – Solitude House Complex/Grounds, May 18, 1:00 – 4:00pm

4th Annual Father's Day Cookout - Solitude House Complex/Grounds, June 15, 12:00 – 3:00pm

Solitude Open House – Solitude House Complex/Grounds, June 29, 1:00 – 4:00pm

3rd Annual "The Howard Menger Story" – Emergency Squad Bldg., July 13, 1:00 – 4:00pm

Solitude Open House – Solitude House Complex/Grounds, July 27, 1:00 – 4:00pm

4th Annual Solitude Brunch - Solitude House Complex/Grounds, August 10, 11:00am – 2:00pm

Solitude Open House – Solitude House Complex/Grounds, September 13, 1:00 – 4:00pm

Mystery Event – Solitude House, October 11, 6:00 – 10:00pm

"Haunted Solitude" Event – Solitude House & TISCO Complex/Grounds, October 25, 5:00 – 10:00pm

Historical Walking Tour – Main Street, High Bridge, November 16, 11:00am – 4:00pm

"Friendsgiving" Open House – Solitude House Complex/Grounds, November 23, 1:00 – 4:00pm

5th Annual TISCO Winter Market – Solitude House Complex/Grounds, December 7, 12:00 – 4:00pm

Solitude Holiday Open House – Solitude House Complex/Grounds, December 14, 1:00 – 4:00pm

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**DESIGNATION OF OFFICIAL BOROUGH NEWSPAPERS AMENDED TO ADD
STAR LEDGER**

RESOLUTION: 075-2025

ADOPTED:

BE IT RESOLVED by the Council of the Borough of High Bridge, County of Hunterdon, in the State of New Jersey that pursuant to the N.J.S.A. 40:53-1 et seq. the Hunterdon Review, Hunterdon Democrat, and the Start Ledger be designated as the official newspaper of the Borough.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**AUTHORIZING CHANGE ORDER
HIGHLAND AVE, MARYLAND AVE, ELM ST & TISCO AVE - WATER MAIN
REPLACEMENT PROJECT**

RESOLUTION: 076-2025

ADOPTED: _____

WHEREAS, the Borough of High Bridge and Penn-Bower, Inc. previously entered into a contract for the Highland Ave, Maryland Ave, Elm St, & Tisco Ave - Water Main Replacement Project; and

WHEREAS, the contractor has submitted a proposal in the amount of \$13,500.00 to perform supplemental work beyond the original project scope including constructing six (6) curb stops along East Main Street; and

WHEREAS, the change order would increase the contract price from \$1,074,838.00 to \$1,088,338.00; and

WHEREAS, the Borough Engineer agrees that this work is necessary since the houses on East Main St. currently do not have curb stops/valves; and

NOW, THEREFORE, BE IT RESOLVED this 23rd day of January, 2025 by the Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey does hereby formally approve the change order to Penn-Bower, Inc. in the amount of \$13,500.00.

Adam Young, RMC, Borough Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the agreement and approve the execution of the agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

(Clerk)
Adam Young, RMC
Borough Clerk

(Presiding Officer)
Michele Lee, Mayor

CHANGE ORDER NUMBER - 1

| | |
|---------------------|--|
| Project | Highland Ave, Maryland Ave, Elm St, & Tisco Ave - Water Main Replacement Project |
| Municipality | Borough of High Bridge |
| County | Hunterdon County |
| Contractor | Penn-Bower, Inc. |

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required)

Change Order No. 1 reflecting supplemental work beyond the original project scope including six (6) curb stops/valves along East Main Street.

| <u>Item No.</u> | <u>Description</u> | <u>Quantity (+/-)</u> | <u>Unit Price</u> | <u>Amount</u> |
|----------------------------|--------------------|-----------------------|-------------------|---------------|
| <u>SUPPLEMENTAL</u> | | | | |
| S1 | Curb Valves | 6 Unit | \$2,250.00 | \$13,500.00 |

| | | | | |
|--|----------------|--------------|------|-----------|
| Amount of Original Contract | \$1,074,838.00 | Extra | \$ | |
| Adjusted amount Based on Change | | Supplemental | \$ | 13,500.00 |
| Orders,,,, | \$1,088,338.00 | Reduction | - \$ | |
| | | Total Change | \$ | 13,500.00 |
| | | | | |
| % Change in Contract | | | | |
| <u>[(+)</u> Increase or (-) Decrease] | 1.26 | % | | |

(Engineer)

(Date)

(Mayor)

(Date)

(Contractor)

(Date)

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION OF THE BOROUGH OF HIGH BRIDGE, HUNTERDON COUNTY,
COMMITTING TO THE BOROUGH'S FOURTH ROUND AFFORDABLE HOUSING
OBLIGATION**

RESOLUTION: 077-2025

ADOPTED:

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L. 2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA abolished the Council on Affordable Housing, also known as COAH, and delegated its responsibilities to the New Jersey Department of Community Affairs (hereinafter "DCA"), the New Jersey Housing and Mortgage Finance Agency, and the Affordable Housing Dispute Resolution Program (hereinafter "DRP"), created by the same law; and

WHEREAS, the Amended FHA requires the DCA to calculate non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA employed three (3) factors to allocate the Regional Need to each applicable municipality: equalized non-residential valuation, income capacity, and land capacity; and

WHEREAS, the DCA Report calculates the Round 4 (2025-2035) obligation of the Borough of High Bridge ("Borough"), as follows: a Present Need or Rehabilitation Obligation of 4 and a Prospective Need or New Construction Obligation of 33; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, the Amended FHA further provides that "[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions" (N.J.S.A. 52:27D-311(m)); and

WHEREAS, COAH regulations authorize vacant land adjustments, durational adjustments, windshield surveys and other adjustments; and

WHEREAS, Borough employees and professionals have reviewed the lands identified by the DCA for the land capacity factor with respect to the MOD-IV Property Tax List data, construction permit data, land use board approvals, configuration, and accessibility to ascertain whether these identified developable lands may accommodate development, and

WHEREAS, while the Borough does not challenge the methodology to determine the Borough's Round 4 affordable housing obligations, the Borough believes that a recalculation of the Land Capacity Factor was necessary in order to account for land use data errors in the DCA's calculation that identified fourteen (14) developable areas within the Borough when only three (3) areas are developable; and

WHEREAS, the Borough also believes that due to a scrivener's error the Borough's 2023 equalization non-residential valuation was overstated; and

WHEREAS, after excluding lands that were inaccurately determined by the DCA to be developable and adjusting the tax data, the Borough calculated its Round 4 obligation to include a Present Need or Rehabilitation Obligation of 4 and a Prospective Need or New Construction Obligation of 29. The basis for that conclusion is attached hereto as Exhibit A; and

WHEREAS, the Amended FHA provides the "municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Act; and

WHEREAS, the Borough's calculation of its Round 4 obligation was calculated in accordance with sections 6 and 7 of the Amended FHA and is therefore entitled to a presumption of validity; and

WHEREAS, the Borough reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, the Borough also reserves the right to adjust its position in the event of any rulings in the Montvale case (MER-L-1778-24) or any other such litigation or legislative action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Borough reserves the right to take such position as it deems appropriate in response thereto, including that its Round 4 Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the Borough's Round 4 Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish, for example, unchallenged numbers by default on March 1, 2025; and

WHEREAS, in light of the above, the Mayor and Borough Council of the Borough of High Bridge finds that it is in the best interest of the Borough of High Bridge to declare its modifications to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the Administrative Office of the Court issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint . . . in the county

in which the municipality is located “within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner”; and

WHEREAS, the Borough of High Bridge seeks a certification of compliance with the FHA through participation in the DRP and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED on this ____ day of January, 2025 by the Mayor and Borough Council of the Borough of High Bridge as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.
2. For the reasons set forth in this resolution, the Borough of High Bridge hereby accepts the DCA methodology and commits to a modified Round 4 Present Need Obligation of 4 units and Prospective Need Obligation of 29 units based on the calculations set forth in Exhibit A, subject to all reservations of rights set forth above.
3. The Borough of High Bridge hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint in Hunterdon County within 48 hours after adoption of this resolution, attaching this resolution.
4. The Borough of High Bridge authorizes its Affordable Housing Counsel to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.
5. The Borough of High Bridge hereby directs its Borough Clerk to post this resolution on the Borough website within 48 hours after adoption of this resolution, attaching this resolution.
6. The Borough of High Bridge shall undertake all acts necessary to adopt a housing element and fair share plan to address its present and prospective need obligations as provided for by the Amended FHA, for filing by June 30, 2025 as part of the declaratory judgment action authorized herein.
7. This resolution shall take effect immediately, according to law.

CERTIFICATION

I, Adam Young, Clerk of the Borough of High Bridge, County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Borough Council at a meeting held on January 23, 2025.

Adam Young, Clerk

Memorandum

To: Brett Bartman, Borough Administrator, Borough of High Bridge

From: Darlene A. Green, PP, AICP

Date: January 21, 2025

Subject: Review and Findings of DCA Land Capacity Analysis GIS Data and Updated Information Regarding Non-residential Valuation Factor

Project No.: HIP-001A

This office serves as the Planner for the Borough of High Bridge. On March 20, 2024, the Governor signed Bill A4, referred to as P.L. 2024, c.2. This new law modifies the Fair Housing Act, specifically N.J.S.A. 52:27D-304.3, which concerns the methodology to determine the prospective (Fourth Round) affordable housing obligation.

Three factors are employed to allocate the Regional Need to each applicable community – equalized non-residential valuation, income capacity, and land capacity. N.J.S.A. 52-27D-304.3c.(4) describes the land capacity factor and the steps to determine developable land. The law requires the use of the “land use/land cover data” most recently published by the Department of Environmental Protection (“DEP”) as one of the analysis inputs.

P.L. 2024, c.2. tasked the Department of Community Affairs (“DCA”) with calculating the Fourth Round affordable housing obligations. DCA released a report entitled Affordable Housing Obligation for 2025-2035 (Fourth Round) Methodology and Background (DCA Report).¹ This report describes the steps taken to compute the Fourth Round Obligation. Page 15 of the report states “The datasets mandated for use by the legislation have significant limitations in their use. The LULC data reflect a geographic depiction of the classification system established by the U.S. Geological Survey (Anderson Codes) and modified by DEP. Based on aerial imagery from 2020, land areas are identified by category to reflect uses and coverages.”

P.L. 2024, c.2. also modified N.J.S.A. 52:27D-304.1 regarding requirements, specifically subsection a. which states “Each municipality shall determine its municipal present and prospective need obligations...and may take into consideration the calculations in the report published by the department...”

The DCA Report was released on October 18, 2024. It was accompanied by a detailed spreadsheet illustrating the various calculations used in determining the Fourth Round affordable housing

¹ https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

obligations. The spreadsheet includes a tab for each of the three allocation factors (land capacity, equalized non-residential valuation, and income capacity).

Land Capacity Factor

The DCA spreadsheet only notes an aggregated acreage value for each town. Detailed Geographic Information Systems (“GIS”) mapping illustrating the location of the developable areas was not released until November 27, 2024. The timing of the production of the GIS data has made this exercise more difficult and on a rushed timeline.

Moreover, the link to the DCA GIS data², which includes a description section includes the following language:

"The land areas identified in this dataset are based on an the best available data using publicly available data enumerated in N.J.S.A. 52:27D-304.3c.(4) to estimate the area of developable land, within municipal and regional boundaries, that may accommodate development. **It is important to note that the identified areas could be over or under inclusive depending on various conditions and that municipalities are permitted to provide more detailed mappings as part of their participation in the Affordable Housing Dispute Resolution Program.**" (emphasis added)

This office was tasked with reviewing the detailed GIS mapping for accuracy. On or about December 2, 2024, this office downloaded the GIS data prepared by the DCA.³ The DCA data was then overlaid with Borough parcels, publicly-available environmental constraints data, and mapped utility and conservation easements.

The DCA GIS data identifies 14 areas within the Borough as developable. These areas total 11.917 acres according to the GIS data. Each area has been assigned a unique “ObjectID” or identification number by DCA. The table attached as **Exhibit A** lists each area’s identification number (see column “DCA ObjectID”), weighted acres, vacant acres, and municipal total identified by DCA.⁴ Our office then added a column to identify the block(s) and lot(s) each area encompasses. We then reviewed each identified area to confirm if it was developable. To the extent an area was not objectively developable, it was removed from the inventory. Our detailed findings for each of the 14 identified areas is provided under “Findings/Comments”. Finally, the table contains a column labeled “Adjusted Developable Acres” based upon the results of our area-by-area analysis.

The locations of the 14 identified areas can be viewed in the “Environmental Constraints with NJDCA Land Capacity Analysis Results” maps attached as **Exhibit B** and **Exhibit C**.

This detailed evaluation reveals that DCA’s analysis is over inclusive and only three of the 14 identified areas are developable. The three areas encompass 3.897 acres. Therefore, the Borough

² <https://njdca-data-hub-njdca.hub.arcgis.com/datasets/land-capacity-analysis-for-p-l-2024-c-2/about>

³ Ibid.

⁴ Note that the DCA GIS attribute table labels this column as “vacant acres” not developable acres.

of High Bridge's developable acreage is 3.897 acres, not 11.917 acres. When this corrected acreage data is entered into DCA's excel spreadsheet⁵ the Borough's Land Capacity Factor is amended from 0.12% to 0.04%. The Borough's Average Allocation Factor decreases from 0.28% to 0.26% and, accordingly, High Bridge's Fourth Round Obligation is adjusted from 33 to 30.

DCA's land capacity analysis followed the steps outlined in P.L. 2024, c.2 (N.J.S.A. 52-27D-304.3c.(4)) to determine land capacity. As described above, the base layer of information was the land use/land cover data prepared by DEP, which is based on aerial imagery from 2020. Our review of the data for the Borough of High Bridge reveals the following shortcomings with the GIS analysis prepared by the DCA:

- It does not capture conservation easements or deed restrictions.
- It fails to account for a lack of street frontage.
- It is blind to block and lot lines and identifies portions of existing developed sites as developable. Many of these instances occur in rear and side yard setback areas.
- It fails to account for area shape and size. For example, areas as narrow as 3.9 feet are identified as developable.

These issues are illustrated in **Exhibit B** and **Exhibit C**.

EQUALIZED NON-RESIDENTIAL VALUATION FACTOR

On December 21, 2024 this office was notified that Block 29.02, Lot 12, which contains a 12-unit apartment building, was misclassified as 4A in 2023. The Tax Assessor, Debra Blaney, indicated via email that the site should have been classified as 4C. (See **Exhibit D**.) The building received its Certificate of Occupancy in June of 2016 and prior to that the site was vacant. The site was assessed at \$1,535,100 in 2023 by the prior Tax Assessor. Therefore, the Borough's 2023 commercial valuation is overstated in the DCA excel table due to a scrivener's error. The table below illustrates the revisions to the non-residential valuation factors when this error is corrected.

| DCA EQUALIZED NON-RESIDENTIAL VALUATION FACTOR CALCULATION | | |
|--|--------------|---------------------|
| Categories | DCA Data | High Bridge Data |
| 2023 Commercial Valuation | \$18,955,100 | \$17,420,000 |
| 2023 Industrial Valuation | \$11,526,000 | \$11,526,000 |
| State Equalization Table Average Ratio 2023 | 0.8017 | 0.8017 |
| State Equalization Non-residential Valuation | \$38,020,581 | \$36,105,775 |
| 1999 Equalized Non-residential Value | \$14,327,499 | \$14,327,499 |
| 1999-2023 Change in Value | \$23,693,083 | \$21,778,277 |
| Share of Region Value Change | 0.087% | 0.080% |

⁵ https://www.nj.gov/dca/dlps/4th_Round_Numbers.shtml

CONCLUSION

The below table illustrates the revisions to the allocation factors and Fourth Round Prospective Need Obligation as a result of our analysis and the corrected 2023 commercial valuation data.

| Allocation Factor/Prospective Need | DCA Calculation | Proposed Revision |
|--|-----------------|-------------------|
| Land Capacity Factor | 0.12% | 0.04% |
| Equalized Non-residential Valuation Factor | 0.09% | 0.08% |
| Income Capacity Factor | 0.64% | 0.64% |
| Average Allocation Factor | 0.28% | 0.25% |
| Prospective Need Obligation | 33 | 29 |

High Bridge does not dispute the DCA's calculation for Income Capacity. Thus, the Borough is accepting the DCA analysis, but for the corrections to the Land Capacity Factor and Equalized Non-residential Valuation Factor described in this memorandum. Correcting the Land Capacity and Equalized Non-residential Valuation Factor yields a Fourth Round Prospective Need Obligation of 29, not 33.

cc: Wendy Rubinstein Quiroga, Borough Attorney

Exhibit A

| Borough of High Bridge: DCA Land Capacity Factor Analysis | | | | | | |
|---|----------------|---------------|-----------------|-----------------------------|---|----------------------------|
| DCA ObjectID | Weighted Acres | Vacant Acres* | Municipal Total | Block(s) / Lot(s) | Findings/Comments | Adjusted Developable Acres |
| 36044 | 0.12911 | 0.12911 | 11.917148 | B31, L14.02 | The identified area measures 307.9 feet long and 6.2 feet to 29.7 feet wide. The area totals 5,624 square feet. The size and shape of the area cannot accommodate development. Furthermore, the area is also entirely within the Highlands Riparian Area and contains steep slopes. Due to these factors, the identified area is not developable. | 0 |
| 36045 | 2.180742 | 2.180742 | 11.917148 | B31, L14.02 | The southwest corner of the identified area is within the Highlands Riparian Area, which encompasses 0.074965 acres. Developable acres must be reduced to 2.105777. | 2.105777 |
| 36046 | 0.085126 | 0.085126 | 11.917148 | B20, L4 QFARM | This triangular area has a base of 120.3 feet and height of 73 feet and totals 3,708 square feet. The size and shape of the area cannot accommodate development. Additionally, the area is located on a property that does not have public street frontage. Due to these factors, the identified area is not developable. | 0 |
| 36047 | 0.125088 | 0.125088 | 11.917148 | B200, L17 | The identified area is located at the rear (south) of a property owned by Conrail c/o NJ Transit. The triangular area has a base of 176.5 feet and height of 53.7 feet and totals 5,448.83 square feet. Additionally, the northern half of the area is within the Highlands Riparian Area. Due to these factors, the identified area is not developable. | 0 |
| 36048 | 2.128352 | 2.128352 | 11.917148 | B40, L6.01 QFARM & L7 QFARM | This irregularly shaped area is located across two properties. The portions of the property on Lot 6.01 are the side and rear yards of an existing developed lot. Additionally, 0.024717 acres of steep slopes are present on the remaining area on Lot 7. Therefore, developable acres is reduced to 0.805861 acres. | 0.805861 |
| 36049 | 0.204394 | 0.204394 | 11.917148 | B20, L4 QFARM | This triangular area has a base of 178.7 feet and height of 76.6 feet. The area is located on a property that does not have public street frontage. Due to these factors, the identified area is not developable. | 0 |
| 36050 | 0.108608 | 0.108608 | 11.917148 | B31, L14.02 | The identified area is located on a property that is listed on the Borough's ROSI as "Catanzaretti". The identified area is located on a portion of the site that was purchased with Green Acres funding. The area is primarily a narrow strip along Dewey Avenue measuring only 3.9 to 8 feet wide. The southern "leg" of the area measures 5.6 feet to 14.3 feet wide and 205.2 feet deep. The area totals 4,371 square feet. Due to these factors, the identified area is not developable. | 0 |
| 36051 | 0.107124 | 0.107124 | 11.917148 | B24, L28 & 29 | The identified area is irregularly shaped, traverses two properties, and measures 109.3 feet long by 25.1 to 52.8 feet wide. Additionally, there is an eastern "leg" that measures 43.7 feet long by 3.2 feet to 5.4 feet wide. The area totals 4,666 square feet. The size and shape of the identified area cannot accommodate development. Therefore, the identified area is not developable. | 0 |
| 36052 | 0.303265 | 0.303265 | 11.917148 | B31, L14.02 | The identified area contains 0.216445 acres of steep slopes. This reduces developable area to 0.08682 acres, which is located in two isolated patches of 2,422.5 square feet and 1,357.1 square feet. Due to these factors, the identified area is not developable. | 0 |
| 36053 | 0.150665 | 0.150665 | 11.917148 | B38, L1 | The identified area is located on a property owned by High Bridge Fire Department, Inc. The identified area contains a paved parking lot and equipment storage building for the Fire Station located across the street. Furthermore, the identified area measures 205 feet long by 20 feet to 41.2 feet wide. Due to these factors, the identified area is not developable. | 0 |
| 36054 | 0.058671 | 0.058671 | 11.917148 | B2, L4 QFARM | The identified area is a portion of the Buffalo Hollow Road front yard of an existing developed lot. The area measures 80 feet long by 15.3 feet to 40 feet wide. The area totals 2,555 square feet. The shape and size of the area cannot accommodate development. Additionally, the entire area is within the Highlands Open Water Protection Area ("OWPA") and Riparian Area. Due to these factors, the identified area is not developable. | 0 |
| 36055 | 1.209303 | 1.209303 | 11.917148 | B19, L32 | The identified area is irregularly shaped with two "legs" in the northern half of the area. The northeast leg is triangular with a base of 74 feet and height of 25 feet. This leg is separated from the larger area by a pinch point of less than two feet. The northwestern leg is 84.8 feet long by 20 feet to 30 feet wide, The area of these two legs totals 3,202.8 square feet. Additionally, there are 6,544.9 square feet of steep slopes scattered throughout the identified area. Therefore, developable acres is reduced to 0.985527 acres. | 0.985527 |

| Borough of High Bridge: DCA Land Capacity Factor Analysis | | | | | | |
|---|------------------|------------------|--------------------|-------------------|---|-------------------------------|
| DCA ObjectID | Weighted Acres | Vacant Acres* | Municipal Total | Block(s) / Lot(s) | Findings/Comments | Adjusted Developable Acres |
| 36056 | 5.011239 | 5.011239 | 11.917148 | B2, L4 QFARM | The identified area is a majority of the Hickory Circle and Buffalo Hollow Road front yards of an existing developed lot. Additionally, the northwestern portions of the area are within the Highlands OWPA and all but the northwestern "leg" is within the Highlands Riparian Area. Due to these factors, the identified area is not developable. | 0 |
| 36057 | 0.11546 | 0.11546 | 11.917148 | B15, L22.01 | The identified area measures 66.5 feet by 69.6 feet and totals 5,029 square feet. The area is located on a property that does not have public street frontage. Due to these factors, the identified area is not developable. | 0 |
| Total | 11.917147 | 11.917147 | | | | 3.897165 |

*The DCA GIS attribute table labels this column as "vacant acres", not developable acres.

Exhibit B


Township
of Lebanon


Township
of Clinton


ENVIRONMENTAL CONSTRAINTS WITH
NJPCA LAND CAPACITY ANALYSIS RESULTS


BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY, NEW JERSEY


Legend



-  Municipal Boundary


 Parcels


 NJPCA Land Capacity Analysis Results


 Water


 Category 1 (C1) Streams



 Non-C1 Streams
-  300-ft C1 Water Buffer


 150-ft Riparian Buffer

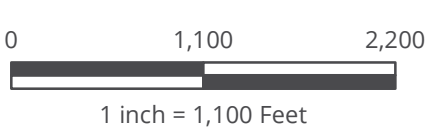
 Highlands Open Water Protection Area

 Highlands Riparian Area

 Wetlands

 150-ft Wetlands Buffer
-  FEMA Special Flood Hazard Area

 Areas with slopes 15% or greater

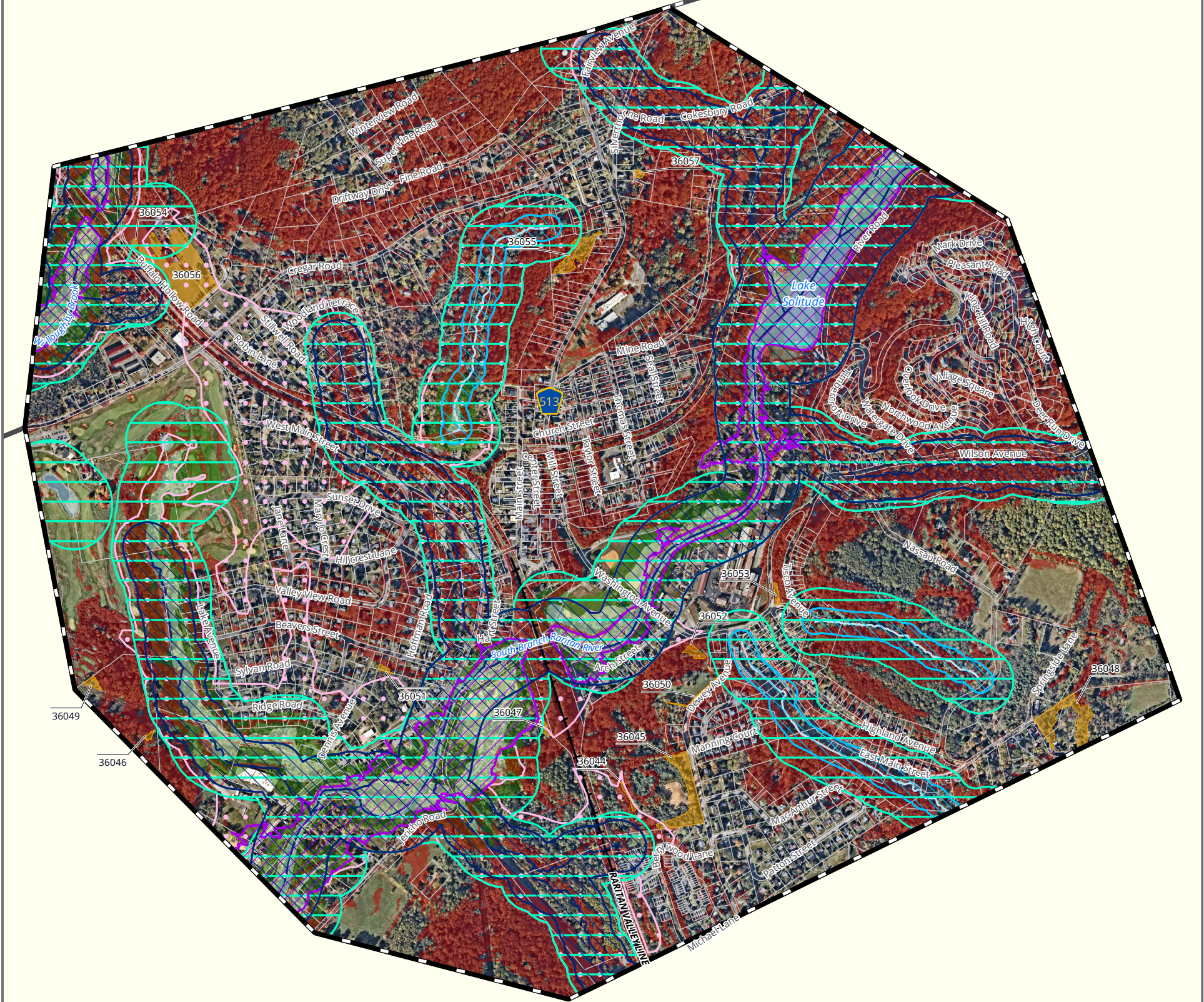


Engineering
& Design

January 2, 2025
HIP001A

Exhibit C

Township
of Lebanon



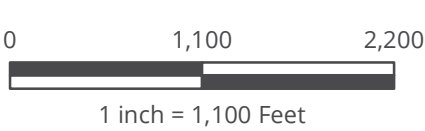
Township
of Clinton

ENVIRONMENTAL CONSTRAINTS WITH
NJDCA LAND CAPACITY ANALYSIS RESULTS

BOROUGH OF HIGH BRIDGE
HUNTERDON COUNTY, NEW JERSEY

Legend

- | | | |
|--------------------------------------|--------------------------------------|----------------------------------|
| Municipal Boundary | 300-ft C1 Water Buffer | FEMA Special Flood Hazard Area |
| Parcels | 150-ft Riparian Buffer | Areas with slopes 15% or greater |
| NJDCA Land Capacity Analysis Results | Highlands Open Water Protection Area | |
| Water | Highlands Riparian Area | |
| Category 1 (C1) Streams | Wetlands | |
| Non-C1 Streams | 150-ft Wetlands Buffer | |



Engineering
& Design

January 2, 2025
HIP001A

Exhibit D

Darlene Green

From: Tax Assessor <assessor@highbridge.org>
Sent: Saturday, December 21, 2024 2:33 PM
To: Darlene Green
Subject: Re: Borough Planner Tax Assessment Questions (HIP001A 12.18.24)
Attachments: 1014_30_13_X_PRC.pdf; 1014_29-01_3_PRC.pdf; 1014_8_7_PRC.pdf; 1014_30_13_PRC.pdf

Categories: Green Category

This Message originated outside your organization.

Good afternoon Darlene,

I revised block 29.02 lot 12 from a class 4A to class 4C (apartments). This property was incorrectly classified and should have been 4C. The property identified as block 30 lot 13 and lot 13X is a 5 year pilot program and should be fully assessed for 2026. The X portion is the building that is exempt for the 5 years.

I am checking into the other two properties. Years ago I tried to separately assess mixed use properties but the state informed me that was not allowed. I reached out to an Assessor that has several mixed use properties that were built in the past 3 years. I asked him if the state now allows multiple line items based upon use and how he assesses the properties that are in his district. I will contact you once I receive his response.

Best regards,
Debra

***Debra Blaney, Assessor
Borough of High Bridge
97 West Main Street
High Bridge, NJ 08829-1909
1-908-638-1647***

Please note: All emails and phone calls will be returned during my office hours on Tuesday evenings. If you have a question in regards to tax collection, please contact the Tax Collector at 908-638-6455 ext. 224. Thank you and have a great day!

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

HIGH BRIDGE HILLS GOLF RATES

RESOLUTION: 078-2025

ADOPTED:

WHEREAS, the rates effective immediately shall be as follows:

| | | |
|--|------------------------|--------------------------------|
| A. General Public Golf Rates | Monday - Friday | Weekends & Holidays |
| Daily | \$69 | \$89 |
| Senior (60+)* | \$50 | N/A |
| Super Twilight-after 5 pm | \$34 | \$42 |
| Juniors 17 & under | \$40 | N/A |
| B. Hunterdon County Residents | Monday - Friday | Weekends & Holidays |
| Daily | \$59 | \$78 |
| Senior (60+)* | \$43 | N/A |
| Super Twilight-after 5 pm | \$28 | \$35 |
| Juniors 17 & under | \$35 | N/A |
| C. Borough of High Bridge Resident/Taxpayer Rates | Monday - Friday | Weekends & Holidays |
| Daily | \$49 | \$66 |
| Senior (60+)* | \$33 | N/A |
| Super Twilight-after 5 pm | \$22 | \$26 |
| Juniors 17 & under | \$25 | N/A |

WHEREAS, additional notes, fees, and regulations are listed below:

Prices Include Green Fee, Cart Fee & any applicable taxes. Rates subject to change at any time without notice. The golf course and practice range close at sunset.

Valid ID must be presented at check-in for High Bridge Residents and Hunterdon County Residents.

*Senior Rates are honored for players 60+ and include golf and cart only. Valid ID must be presented at check-in. Cannot be combined with any other offer. Price includes a select sleeve of golf balls!

**Super Twilight hours are 3pm – sunset from the first Sunday in November to the second Sunday in March. This is also referred to as off-season times. (After 5pm in season)

Guests of Members pay the Hunterdon County Rate applicable for their tee time. Must be member-accompanied play.

Active Duty Military and Active Duty Police or First Responders pay the Hunterdon County Rate applicable for their tee time.

Range Membership is ~~\$325~~ \$350. It includes unlimited Range Balls. Benefits are non-transferable and expire on 12/31 of each year. Range is open weather permitting and may be restricted to mats only or 'irons only' depending on conditions. Range membership only is \$350.

Replay rounds are \$25 Mon-Fri and \$35 Sat-Sun and Holidays – if available on day of play. Replay cannot be booked in advance.

Single rider golf cart special requests must pay an additional \$16 surcharge, inclusive of sales tax per each single rider cart requested (\$8 for 9 holes, inclusive of sales tax.)

Players must be at least 16 years of age and possess a valid driver license to drive a golf cart.

Juniors 17 or under must walk or be a passenger with a licensed driver. Juniors under the age of 14 must be accompanied by a paying adult.

WHEREAS, High Bridge Hills memberships rates are set as per below:

High Bridge Hills Annual Memberships

Public

Full Membership - ~~\$3,350~~ \$3,600 (7 Day Access)

Weekday - ~~\$1,950~~ \$2,100 (5 Day Access, M-F Excluding Holidays)

Weekday Plus - ~~\$2,700~~ \$2,900

(Weekday Anytime Access, and after 12pm Weekends and Holidays)

Twilight - ~~\$1,675~~ \$1,800 (7 Day Access after 2:00pm In-Season, after 1:00pm Off-Season)

Borough of High Bridge Resident

Full Membership - ~~\$2,600~~ \$2,750 (7 Day Access)

Weekday - ~~\$1,400~~ \$1,500 (5 Day Access, M-F Excluding Holidays)

Weekday Plus - ~~\$1,900~~ \$2,025

(Weekday Anytime Access, and after 12pm Weekends and Holidays)

Twilight - ~~\$1,200~~ \$1,275 (7 Day Access after 2:00pm In-Season, after 1:00pm Off-Season)

Benefits

- *Unlimited Green & ~~Cart~~ Fees
- 10 Day Advance Tee Times
- Unlimited Range & Practice Facility Use
- GHIN Handicap Service ~~Included~~
- 10% off all ~~Golf Shop~~ Merchandise (Excluding Clubs, Special Orders & Sale Merchandise)

- Reduced Guest Fees (Guests will pay the applicable Hunterdon County ~~Rate~~ Residence Fee)
- Unlimited Double-Rider Cart Fees

~~*a single rider cart will be available at \$16.00 (including any applicable taxes) per request for 18 holes~~ \$16.00 Single-Rider special request cart fees (includes sales tax)

- Addition of a Spouse to any Membership - ~~\$1,150~~ \$1,225
- Addition of a Junior (17 & under) to any Membership - ~~\$475~~ \$500
- Men's yearly locker - \$100.00
- Annual Memberships begin 3/1/2025 and expire 2/28/2026 ~~or 2/29 of each year~~
- Benefits are non-transferable and non-refundable

WHEREAS, Borough code, Chapter 167-7 establishes not-to-exceed rates and ranges for the High Bridge Hills Golf Course; and

WHEREAS, Resolution 148-2024 established such rates for 2025 in accordance with subsection (E)(1) of Ordinance 167-7; and

WHEREAS, the Mayor and Council seeks to provide for a dynamic pricing model with ranges of +/- 10% of the approved rates not to exceed the maximum stated in Chapter 167-7; and

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that the golf rates shall be approved and become effective as of the passage of this Resolution.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

LIEN REDEMPTIONS

RESOLUTION: 079-2025

ADOPTED:

WHEREAS, the High Bridge Tax Collector has received funds from a property owner(s) or other party of interest for redemption of a Tax Sale Lien(s), and

WHEREAS, lien holders are entitled to payment for redemption of the Tax Lien(s) upon receipt of funds by the Tax Collector, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the High Bridge Tax Collector is hereby authorized to redeem said lien(s) and return applicable premiums in the following amount(s):

| <u>TAX LIEN CERT NO.</u> | <u>BLOCK</u> | <u>LOT / QUAL</u> | <u>LIEN HOLDER</u> | <u>AMOUNT</u> |
|------------------------------|--------------|-------------------|---------------------|---------------|
| #2024-003 | 19 | 30.02 | Ram Financial Group | \$5,056.52 |
| Premium | 19 | 30.02 | Ram Financial Group | \$2,800.00 |

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION DESIGNATING REDEVELOPER FOR 100 WEST
MAIN STREET REDEVELOPMENT AREA AND AUTHORIZING
EXECUTION OF REDEVELOPMENT AGREEMENT**

RESOLUTION: 080-2025

ADOPTED:

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

WHEREAS, pursuant to *N.J.S.A. 40A:12A-14*, the Council (the “**Borough Council**”) of the Borough of High Bridge, in the County of Hunterdon, New Jersey (the “**Borough**”) has designated the entire Borough as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, the Borough Council on June 23, 2016 pursuant to Resolution No. 166-2016 determined that the property at Block 24, Lot 16 was an Area in need of Redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Borough retained the professional planning services of Colliers Engineering & Design, Inc. which prepared a redevelopment plan for the property at Block 24, Lot 16 (the “**Project Area**”) entitled “*100 West Main Street Redevelopment Plan*,” last revised August 2024, a copy of which is on file with the Borough Clerk (the “**Redevelopment Plan**”); and

WHEREAS, on September 12, 2024, following a consistency review performed by the Borough’s Planning Board (“**Planning Board**”), the Borough Council adopted Ordinance No. 2024-034, approving and adopting the Redevelopment Plan for the Project Area; and

WHEREAS, the Borough is authorized to exercise certain powers under the Redevelopment Law, pursuant to *N.J.S.A. 40A:12A-8*, including but not limited to ability to negotiate with developers to undertake redevelopment projects; and

WHEREAS, SE High Bridge LLC, a New Jersey limited liability company is the owner of the property constituting the Project Area and proposes to remediate, develop, finance, construct, implement, and cohesively redevelop the Project Area into a four-story multi-family residential development comprised of approximately 98 residential dwelling units, 170 parking spaces, and appurtenant site improvements (the “**Project**”); and

WHEREAS, N.J.S.A. 40A:12A-8 (e) and (f) authorize the Borough Council, as the redevelopment entity, to enter into contracts or agreements for the planning, construction and undertaking of development projects and redevelopment work; and

WHEREAS, SE High Bridge LLC seeks to be designated as the "redeveloper" (as defined in the Redevelopment Law) of the Project Site so as to redevelop the Project Site with the Project in accordance with the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, the Borough has determined that SE High Bridge LLC possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan and should be appointed as Redeveloper for the Project Area to effectuate the Redevelopment Plan, the Project, and the redevelopment of the Project Area; and

WHEREAS, it is now the intention of the Borough and SE High Bridge LLC to enter into a Redevelopment Agreement, in the form attached hereto as Exhibit A and incorporated herein, to further define and memorialize the respective obligations of the Parties with regard to proceeding with the redevelopment of the Redevelopment Area.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of High Bridge, in the County of Hunterdon, New Jersey, as follows:

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. SE High Bridge LLC is appointed as Redeveloper for the 100 West Main Street Redevelopment Area.

Section 3. The Borough is authorized to enter into a Redevelopment Agreement with SE High Bridge LLC, in the form annexed to this Resolution, and to take all reasonable, necessary and lawful steps to effectuate the agreement.

Section 4. The Mayor and Borough Clerk are authorized to sign the Redevelopment Agreement.

Section 5. This Resolution shall take effect immediately.

REDEVELOPMENT AGREEMENT

By and between the

BOROUGH OF HIGH BRIDGE

and

SE HIGH BRIDGE LLC

Dated: January __, 2025

THIS REDEVELOPMENT AGREEMENT (“Redevelopment Agreement”) is made this _____ day of January, 2025 (the “**Effective Date**”), by and between the **BOROUGH OF HIGH BRIDGE**, a municipal corporation and political subdivision of the State of New Jersey, having its offices at 97 West Main Street, High Bridge, New Jersey 08829 (the “**Municipality**”), and **SE HIGH BRIDGE LLC**, a New Jersey limited liability company, having its offices at 1 Main Street, High Bridge, New Jersey 08829 (together with permitted successors or assigns as hereinafter provided, the “**Redeveloper**”). The Municipality and the Redeveloper shall be referred to herein each as a “**Party**” and together as the “**Parties**”.

RECITALS

A. The Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment.

B. Pursuant to the Redevelopment Law, on May 11, 1995, the Mayor and Council of the Municipality (the “**Governing Body**”) adopted Resolution Number 95-07 designating the entire Borough as an area in need of rehabilitation.

C. Pursuant to the Redevelopment Law, the Governing Body on June 23, 2016 adopted Resolution No. 166-2016 determining that the property at Block 24, Lot 16 was an Area in need of Redevelopment.

D. The Municipality retained the professional planning services of Colliers Engineering & Design, Inc. which has prepared a redevelopment plan for the property at Block 24, Lot 16 (the “**Project Area**”) entitled “*100 West Main Street Redevelopment Plan*,” last revised August 2024, a copy of which is on file with the Municipality’s Clerk (the “**Redevelopment Plan**”).

E. On September 12, 2024, following a consistency review performed by the Municipality’s Planning Board (“**Planning Board**”), the Governing Body adopted Ordinance No. 2024-034, approving and adopting the Redevelopment Plan for the Project Area.

F. Redeveloper is the owner of the property constituting the Project Area.

G. Redeveloper proposes to remediate, develop, finance, construct, implement, and cohesively redevelop the Project Area into a four-story, multi-family residential development comprised of 98 residential dwelling units, tenant amenity, 170 parking spaces, and appurtenant site improvements (the “**Project**”).

H. Redeveloper proposes to complete the Project in accordance with the conceptual plans entitled “ELAT Property Redevelopment Concept Study” prepared by Thriven Design dated July 1, 2024 collectively attached hereto as Exhibit A (together, the “**Concept Plans**”).

I. The Municipality has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, the terms of this Redevelopment Agreement, and all other Applicable Laws (as such term is hereinafter defined).

J. To effectuate the Redevelopment Plan, the Project, and the redevelopment of the Project Area, the Municipality has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project Area as the term “redeveloper” is defined in the Redevelopment Law and specifies the respective rights and responsibilities of the Municipality and the Redeveloper with respect to the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1

DEFINITIONS

1.1 **Definitions.** As used in this Redevelopment Agreement, the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Redevelopment Agreement shall include the corresponding masculine, feminine and neuter. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Redevelopment Agreement unless otherwise specified.

(a) The following terms shall have the meanings ascribed to them in the Recitals to this Redevelopment Agreement:

Concept Plans
Effective Date
Governing Body
Municipality
Party
Parties
Planning Board

Project
Project Area
Redeveloper
Redevelopment Agreement
Redevelopment Law
Redevelopment Plan

(b) The following terms shall have the definitions ascribed to them herein:

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

“**Affordable Housing Law**” shall mean, individually and collectively, as the case may be, any and all State and local laws, ordinances, orders, rules, regulations, consent decrees, judicial or administrative orders or decrees, and binding and enforceable guidance documents, enforcement

guidance memorandums and directives relating to applicable thereto, related to the development, construction, and restricting of Affordable Units including, but not limited to, the New Jersey Fair Housing Act, *N.J.S.A. 52:25D-301, et seq.*, the New Jersey Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1, et seq.*, any other regulations promulgated by the New Jersey Council on Affordable Housing or its equivalent agency, and such other applicable ordinances, laws, and such rules and regulations promulgated thereunder, applicable to the Project, or any aspect thereof, the Project Area, or any portion thereof, as such Affordable Housing Law may be amended or supplemented.

“Affordable Units” means the very low-, low-, and moderate-income affordable residential housing units required to be constructed and deed restricted as part of the Project pursuant to this Redevelopment Agreement and the Affordable Housing Law.

“Appeal Period” shall mean the period specified by statute or court rule within which an appeal may be taken by any party from the grant of any Governmental Approval.

“Applicable Laws” means all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary, pollution, and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

“Bond(s)” shall mean performance and maintenance guarantees and review escrows in accordance with the provisions of *N.J.S.A. 40:55D-53 et seq.* of the MLUL and all Applicable Laws.

“Building Permit” means a building permit issued by or on behalf of the Municipality for construction of the Project, excluding a demolition permit but including a footings and foundation permit.

“Business Days” means all days except Saturdays, Sundays and the days observed as public holidays by the Municipality.

“Certificate of Completion” means written acknowledgement by the Municipality in recordable form that a Redeveloper has Completed Construction of the Project, in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” means a temporary or permanent certificate of occupancy as defined in the applicable ordinances of the Municipality and the applicable provisions of the Uniform Construction Code.

“Commence Construction” or **“Commencement of Construction”** means the undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental Remediation, construction of Improvements or construction or upgrading of infrastructure.

“Completion,” “Completion of Construction,” or **“Complete(d) Construction”** means the completion of construction of the Project, in accordance with the Redevelopment Plan and this

Redevelopment Agreement, sufficient for issuance of a Certificate of Occupancy and subject only to (i) completion of “punchlist” items or minor conditions of the Governmental Approvals, and (ii) installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“Completion Notice” means written notification to the Municipality of Completion of Construction of the Project, and request by the Redeveloper for the issuance by the Municipality of a Certificate of Completion.

“Construction Schedule” shall mean the schedule of construction activities and milestones for the Project attached hereto as Exhibit B.

“Control” (including the correlative meanings of the terms **“Controlling”** and **“Controlled”**), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of a Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“County” means Hunterdon County, New Jersey.

“Declaration of Covenants and Restrictions” means a written instrument to be executed by the Redeveloper and recorded in the Hunterdon County Clerk’s Office, substantially in the form annexed hereto as Exhibit C, intended to encumber the Project Area and to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise expressly provided therein, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Redeveloper, the Owner, and their respective successors and assigns in connection with the ownership or redevelopment of the Project, all as more particularly described in Article 3.

“Environmental Laws” means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601- 9675); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (*N.J.S.A. 58:10-23.11 et seq.*); the Industrial Site Recovery Act, as amended (*N.J.S.A. 13:1K-6 et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A. 58:10A-21 et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A. 58:10A-1 et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A. 2A:35A-1 et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A. 58:10C-1 et seq.*); and the rules and regulations promulgated under any of the foregoing.

“Escrow Account” shall mean a dedicated, interest-bearing account established by the Municipality with a banking institution in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in which the Municipality shall deposit and hold all Escrow Deposits, including the Initial Escrow Deposit.

“Escrow Deposit” shall mean a monetary deposit, including the Initial Escrow Deposit, made by the Redeveloper to the Municipality to be held by the Municipality in the Escrow Account in accordance with Applicable Laws.

“Estoppel Certificate” shall mean a signed certificate stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no Event of Default under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice, would result in an Event of Default under this Redevelopment Agreement) or stating the nature of the Event of Default or other such event, if any, and (iii) any other matter reasonably requested.

“Event of Default” shall refer to, subject to a Force Majeure Event and tolling as provided elsewhere in this Redevelopment Agreement, one or more of the following:

(a) If at any time the Redeveloper shall: (i) generally not pay its debts as such debts become due, within the meaning of such phrase under Title 11 of the United States Code (or any successor to such statute), or admit in writing that it is unable to pay its debts as such debts become due; or (ii) make an assignment for the benefit of creditors; or (iii) file a voluntary petition under Title 11 of the United States Code, as the same may be amended, or any successor to such statute; or (iv) file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal bankruptcy code or any other present or future applicable federal or state or other statute or law; or (v) seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, sequestrator, liquidator, or other similar official of either the Redeveloper of all or any substantial part of the Project Area or any interest of the Redeveloper therein; or (vi) take any corporate action in furtherance of any action described in this subsection or (vii) if at any time any proceeding against the Redeveloper seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future applicable federal or state or other statute or law shall not be dismissed within ninety (90) days after the commencement thereof, or if, within ninety (90) days after the appointment without the consent of the Redeveloper of any custodian, trustee, receiver, sequestrator, liquidator, or any other similar official of the Redeveloper, or of all or any substantial part of the Project Area or any interest of the Redeveloper therein, such appointment shall not have been vacated or stayed on appeal or otherwise, or if any such appointment shall not have been vacated within forty-five (45) days after the expiration of any such stay;

(b) The failure of the Redeveloper to pay, or delinquency in the payment of, real property taxes or assessments, if any, which failure or delinquency is not cured within sixty (60) days after Notice by the Municipality;

(c) Cancellation or termination by reason of any act or omission of the Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by the Redeveloper for the benefit of the Municipality, which failure or delinquency is not cured within sixty (60) days after Notice by the Municipality;

(d) Any Transfer (except for Permitted Transfers) without the approval of the Municipality pursuant to Section 3.6;

(e) If the Redeveloper fails to Commence Construction or Complete Construction within the time frame specified in this Redevelopment Agreement (as same may be modified pursuant to the terms hereof and subject to a Force Majeure Event);

(f) Subject to a Force Majeure Event, if the Redeveloper abandons the Project, or substantially suspends work on the Project, after the Commencement of Construction for a period of more than sixty (60) days and fails to recommence work within thirty (30) days after receipt by the Redeveloper of a Notice of such failure, abandonment or suspension; provided, however, that if the failure, abandonment, or suspension is one that cannot be completely cured within thirty (30) days after receipt of such Notice, Redeveloper shall have up to sixty (60) additional days to cure so long as the Redeveloper promptly undertake actions to correct the failure, abandonment, or suspension upon its receipt of notice and is proceeding with due diligence to remedy same; and

(g) Any other default or breach by the Redeveloper or the Municipality in the observance or performance of any covenant, condition, representation, warranty, or agreement hereunder and, except as otherwise specified below, the continuance of such default or breach for a period of thirty (30) days after Notice from the non-defaulting party specifying the nature of such default or breach and requesting that such default or breach be remedied; provided, however, with respect to any non-monetary default or breach, if the default or breach is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the defaulting party is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

“Existing Members” means the Persons owning membership interests in the Redeveloper as of the date of this Redevelopment Agreement, which Persons are set forth in Exhibit D annexed hereto.

“Final and Non-Appealable” shall mean, with respect to any Governmental Approval or other governmental approval or action, that all applicable Appeal Periods have expired without the filing of appeal, or if an appeal has been filed, that such appeal has been resolved in a manner that permits the Project to be implemented in accordance with the Concept Plan and this Agreement, by a final action as to which all Appeal Periods have expired without the filing of an appeal or which is otherwise not subject to further appeal.

“Force Majeure Event” means causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, third-party litigation that enjoins implementation of the Project, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials; and severe economic, financial or market conditions affecting the region (and not unique to the Project) that inhibits the procurement of financing for the Project or that renders the development and marketing of the Project on the terms set forth in this Redevelopment Agreement economically infeasible. Notwithstanding the foregoing, the Parties acknowledge that this Agreement has been negotiated and is being executed and performed following the COVID-19 pandemic and associated declarations of a “state of emergency” and/or “public health emergency”

and that unavailability of labor and materials, slower timeframes to obtain approvals, and similar delays that may arise as a result of such pandemic have been considered and factored into the timelines set forth herein and thus, shall not be considered Force Majeure Events.

“Foreclosure” shall mean either a Mortgagee’s foreclosure of its Mortgage secured by the Project, or a Mortgagee’s acquisition of title to the Project Area by deed-in-lieu of foreclosure or similar transaction (in its name or the name of an Affiliate).

“Governmental Approvals” means all governmental approvals required for the Commencement of Construction, Completion of Construction, and use and occupancy of the Project, including, without limitation, the Planning Board Approvals; County planning board approvals, if and to the extent required; Building Permits; environmental permits, approvals, consents or authorizations from NJDEP, NJDOT, and any other applicable governmental agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary governmental permits, licenses, consents and approvals.

“Institution” shall mean any savings and loan association, savings bank, commercial bank, or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution, or a state, municipal or similar public employee’s welfare, pension, or retirement system.

“Improvements” shall mean all improvements constructed as part of the Project.

“Initial Escrow Deposit” shall mean an Escrow Deposit of \$5,000.00 made by the Redeveloper, of which receipt is acknowledged by the Redeveloper, deposited, and held by the Municipality in the Escrow Account and used to pay down the Municipal Costs incurred prior to the Effective Date.

“MLUL” shall mean the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*, as amended from time to time.

“Mortgage” shall mean any security interest, evidenced by a written instrument, encumbering the Project Area, or any portion thereof, that secures the performance of obligations or the payment of debt, including, without limitation, any grant of, pledge of, or security interest in, any collateral, or any grant, directly or indirectly, of any deed of trust, mortgage or similar instrument or any other security whatsoever; provided however that, no Mortgage shall be imposed upon the Project Area which secures the performance of obligations or the payment of debt with respect to any property, project or undertaking outside of the Project Area.

“Mortgagee” shall mean the holder of any Mortgage.

“Municipal Costs” shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Municipality arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project; (ii) subject to the Redeveloper’s termination rights pursuant to Section 5.6, litigation costs arising out of or in connection with a dispute with a third party with respect to the Redevelopment Plan, this Redevelopment Agreement, or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Municipality, incurred

either before or after the date of this Redevelopment Agreement, to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with the Redeveloper's site plan application to the Planning Board and governed by the escrow deposited by the Redeveloper in connection with such application in accordance with the MLUL.

"Municipal Engineer" shall mean the municipal engineer for the Municipality.

"NJDEP" shall mean the New Jersey Department of Environmental Protection, and any successors in interest.

"NJDOT" shall mean the New Jersey Department of Transportation, and any successors in interest.

"Notice(s)" shall mean a notice, demand or other communication required to be given under this Redevelopment Agreement by any Party to the other.

"Permitted Transfer" shall refer to the following types of Transfer, without the necessity of further approvals:

(i) a Mortgage or related security granted by the Redeveloper to a Mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement, including any Mortgage or Mortgages and other liens and encumbrances granted by the Redeveloper to a Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, or marketing of the Project and not any transaction or project unrelated to the Project; provided, however, that the Redeveloper shall give the Municipality at least thirty (30) days prior written notice of such Permitted Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the Mortgagee;

(ii) easements, restrictions, covenants, or dedications of portions of interests in the Project Area as may be required for utilities for the Project or otherwise as conditions of Governmental Approvals, including but not limited to any sanitary sewer easement required by the Planning Board Approvals, and access and cross-easement agreements;

(iii) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval;

(iv) lease agreements or parking license agreements for parking spaces to a tenant or end user of the Project;

(v) a Transfer to an Affiliate of the Redeveloper, to one or more of the Existing Members, or to an entity Controlled by one or more of the Existing Members;

(vi) Transfers by devise or operation of law as a result of death of any individual; or

(vii) a Transfer pursuant to a Foreclosure, and any Transfer by any Mortgagee or any Mortgagee's successor and/or assigns after Foreclosure.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, urban renewal entity, institution, or any other entity.

“Planning Board Approvals” means preliminary and final site plan approval of the Planning Board with respect to the Project in accordance with the Concept Plan, the Redevelopment Plan, and this Redevelopment Agreement, including any deviations and waivers from the Redevelopment Plan that may be required in accordance with Section 4.1 and set forth in the Planning Board’s memorializing resolution.

“Redevelopment Committee” shall consist of the Municipality’s Executive Committee, the Chairman of the Municipality Planning Board, the Municipality’s planner and engineer and other members appointed by the Mayor. Should at any point during the term of this Redevelopment Agreement, the Municipality dissolves or abandons this Committee, then from thereafter the “Redevelopment Committee” as used herein shall refer to the Governing Body.

“Remediation” means the performance and completion of all investigations and cleanup, and all other activities necessary or required for the cleanup or containment of hazardous substances, known or unknown, on, under, or migrating to or from the Project Area, in accordance with Applicable Laws, Environmental Laws and Governmental Approvals.

“State” means the State of New Jersey.

“Transfer” means (i) a sale or re-conveyance of all or any portion of the Project Area or Project by the Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of the Redeveloper as it exists on the date of this Redevelopment Agreement; (iii) a transfer of ten percent (10%) or more of the membership interest in Redeveloper to a Person other than an Institution; or (iv) any assignment of this Redevelopment Agreement to any other Person.

“Uniform Construction Code” shall mean Chapter 23 of Title 5 of the New Jersey Administrative Code, as may be amended or supplemented.

“United States Bankruptcy Code” shall mean 11 *U.S.C.* 1 *et seq.*, and the accompanying regulations.

1.2 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction, or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Designation as Redeveloper. The Municipality hereby designates and appoints the Redeveloper as the “redeveloper” of the Project as such term is defined in the Redevelopment Law. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Redeveloper shall have the exclusive right to redevelop the Project Area in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

2.2 Representations and Warranties of the Municipality. The Municipality hereby makes the following representations and warranties:

(a) The Project Area has been duly investigated and designated as an area in need of rehabilitation in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(b) The Redevelopment Plan has been duly adopted in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;

(c) The Governing Body is the redevelopment entity for the Municipality, is duly organized and existing under the laws of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Municipality is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;

(d) The Municipality has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;

(e) To the best of the Municipality’s actual knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Municipality entering into or performing its obligations under this Redevelopment Agreement;

(f) This Redevelopment Agreement has been duly executed by the Municipality, and is valid and legally binding upon the Municipality and is enforceable in accordance with its terms on the basis of laws presently in effect and, to the best of the Municipality's actual knowledge, the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement, or other instrument to which the Municipality is a party;

(g) The Municipality represents that, to the best of its actual knowledge, there is no action, proceeding, or investigation now pending, known, or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Municipality pursuant to the Redevelopment Plan or Redevelopment Agreement; and

(h) The uses of the Project Area, as contemplated by this Redevelopment Agreement, are authorized by the Redevelopment Law, Applicable Laws, and the Redevelopment Plan.

2.3 Representations and Warranties of Redeveloper. The Redeveloper hereby makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date;

(b) The Redeveloper is a duly organized and validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf;

(c) No receiver, liquidator, custodian, or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) No indictment has been returned against the Redeveloper or any officer, member or shareholder of a Redeveloper;

(f) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership, and/or stockholder agreement of the Redeveloper or of any agreement, mortgage, indenture, instrument, or judgment, to which the Redeveloper is a party;

(g) To Redeveloper's actual knowledge and belief, after diligent inquiry, there is no action, proceeding, or investigation now pending, known, or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by

Redeveloper pursuant to this Redevelopment Agreement, or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities, or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(h) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, all information and statements included in any information submitted by Redeveloper to the Municipality and its agents are true and correct in all material respects including, but not limited to, information setting forth Redeveloper's background and experience (attached hereto as Exhibit E). The Redeveloper acknowledges that the facts and representations contained in the information, submitted by the Redeveloper are a material factor in the decision of the Municipality to enter into this Redevelopment Agreement; and

(i) To the best of the Redeveloper's knowledge and belief after diligent inquiry, the Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Municipality for any property situated in the Municipality.

ARTICLE 3

COVENANTS AND RESTRICTIONS

3.1 Declaration of Covenants and Restrictions. The Redeveloper shall record, and furnish a recorded copy to the Municipality of, the Declaration of Covenants and Restrictions against the Project Area with the Hunterdon County Clerk's Office, at Redeveloper's expense, within in accordance with Section 4.2(b)

3.2 Description of Covenants. The following covenants and restrictions are imposed upon the Redeveloper and its successors, and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, except as otherwise provided:

(a) Redeveloper shall develop, finance, construct, operate and maintain the Project on the Project Area in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(b) Redeveloper shall not make a Transfer without the written consent of the Municipality, which shall not be unreasonably withheld, conditioned, or delayed, except with respect to a Permitted Transfer.

(c) Redeveloper shall not, in connection with its use or occupancy of the Project, effect or execute any covenant, agreement, lease, conveyance, or other instrument whereby the Project Area is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status, and Redeveloper and its successors and assigns shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Certificates of Occupancy required authorizing the occupancy and uses of the Project Area for the purposes contemplated in the Redevelopment Agreement.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated, and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate, or otherwise use the Project Area, or any part thereof, as collateral for any transaction unrelated to the Project.

(g) Redeveloper shall promptly pay the Municipal Costs and all taxes, service charges, or similar obligations when owed to the Municipality with respect to the Project Area and the Project.

3.3 Form of Declaration of Covenants and Restrictions. The covenants and restrictions in Section 3.2 shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit C.

3.4 Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 3.2 shall be covenants running with the land. All covenants in Section 3.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Municipality and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Redeveloper and its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Area or any part thereof. The agreements and covenants set forth in Section 3.2 shall cease and terminate automatically and without further action upon the issuance of a Certificate of Completion for the Project, as applicable, except for those covenants which survive in accordance with the terms of the Declaration. Notwithstanding the foregoing, the covenant set forth in Section 3.2(c) shall remain in effect without limitation as to time. Upon the request of Redeveloper, the Owner, or any successor owner at any time after the issuance of a Certificate of Completion for the Project, the Municipality shall execute and deliver a discharge of the Declaration of Covenants and Restrictions in recordable form for the Project.

3.5 Enforcement by Municipality. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Municipality and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Municipality for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Municipality has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3.6 Prohibition Against Transfers of Interests in Redeveloper.

(a) The Redeveloper recognizes the importance of this redevelopment Project to the general welfare of the community and that the identity of the Redeveloper, and its qualifications, are

critical to the Municipality in entering into this Redevelopment Agreement. Except for a Permitted Transfer, the Municipality considers that a change in Control in Redeveloper, or a transfer of ten percent (10%) or more of the ownership interest in the Redeveloper entity is, for practical purposes, a Transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Municipality is entering into this Redevelopment Agreement with the Redeveloper, and, in so doing, the Municipality is relying on the obligations of the Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder. As a result, except for Permitted Transfers, and without the prior written approval of the Municipality, which shall not be unreasonably withheld, conditioned, or delayed, Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of Redeveloper, nor shall there be any transfer of 10% or more of the ownership interest in Redeveloper.

(b) The Municipality hereby consents, without the necessity of further approvals, to any Permitted Transfer.

(c) Except for Permitted Transfers, with respect to any Transfer that requires the Municipality's consent pursuant to the terms of this Section 3.6, the Municipality shall not unreasonably withhold, condition, or delay its consent to such Transfer. The Municipality shall notify the Redeveloper in writing whether the Municipality consents to a Transfer within thirty (30) days after the Redeveloper's written request to the Municipality for such consent. If the Municipality does not deliver a written response to the Redeveloper's request within said thirty (30) day period then the Redeveloper may deliver a second written request to the Municipality for consent to the Transfer. If the Municipality does not deliver a written response to the Redeveloper's second written request to the Redeveloper within fifteen (15) days after the Redeveloper's second request to the Municipality for such consent, the Municipality shall be deemed to have consented to such requested Transfer.

3.7 Municipality Covenants. The Municipality hereby covenants and agrees that:

(a) The Municipality agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Redevelopment Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 3.7(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals.

(b) The Municipality shall undertake and complete, with due diligence, all its obligations under this Redevelopment Agreement.

(c) The Municipality shall not amend or cause the amendment of the Redevelopment Plan with respect to the Project Area in a manner that materially or adversely affects the Redeveloper or the Project during the term of this Agreement without the prior written consent of the Redeveloper, which consent shall not be unreasonably withheld, conditioned, or delayed.

(d) The Redeveloper has been designated as the exclusive Redeveloper of the Project

Area (as more particularly set forth in Section 2.1) and shall have the exclusive right and obligation to redevelop the Project Area and implement the Project in accordance with the terms and conditions of this Redevelopment Agreement.

ARTICLE 4

PROJECT DETAILS

4.1 Concept Plans; Amendment; Government Approval Applications; Redevelopment Committee

(a) The Municipality approves the Concept Plans and finds the Concept Plans to comply with the Redevelopment Plan.

(b) The Concept Plans may be amended from time to time provided such amendment (i) is consistent with the Redevelopment Plan and (ii) is submitted to the Redevelopment Committee for review and approval prior to submission of any application for a Governmental Approval of such amended Concept Plans, which approval shall not be unreasonably withheld, conditioned, or delayed. For this Section 4.1, the Concept Plans shall be considered “consistent with the Redevelopment Plan” even if the Redeveloper must obtain approval from the Planning Board for a deviation from the Redevelopment Plan provided the Redevelopment Committee approves such deviation.

(c) If the Redeveloper seeks to amend the Concept Plans in a manner that is inconsistent with the Redevelopment Plan, the Redeveloper shall first apply to the Governing Body for an amendment to the Redevelopment Plan to render the amended Concept Plans consistent with the Redevelopment Plan. The Redeveloper’s request shall include a reasonably detailed statement in support of such request. The Governing Body shall have complete discretion whether to accept, to accept with changes, or to deny the Redeveloper’s application for an amendment to the Redevelopment Plan.

(d) Prior to submission of an application for any Governmental Approval, including the Planning Board Approvals, (i) the Redeveloper shall provide copies of all application forms, plans, reports, submission documents, and exhibits, to the Redevelopment Committee for review, and (ii) the Redevelopment Committee shall have given written confirmation that the application is consistent with the Redevelopment Plan and consistent with the Concept Plans, as may be amended pursuant to this Section 4.1.

(e) Decisions or approvals that are required to be rendered by the Redevelopment Committee pursuant to this Redevelopment Agreement shall be considered administrative in nature and shall be made in writing to the Redeveloper. The Redevelopment Committee may be counselled by the Municipality’s professionals on any matter it is asked to review and render a decision. Any Notice required to be given to the Redevelopment Committee under this Redevelopment Agreement shall be made to the Municipality. The Redevelopment Committee shall not be required to meet in any public setting, nor shall any public notice be required for any meeting of the Redevelopment Committee. The vote tally of the Redevelopment Committee on any matter, to the extent a vote is

taken, shall not be disclosable. If the Redevelopment Committee is unable to come to consensus on a particular matter, the Redevelopment Committee may refer the matter to the Governing Body for final decision. The Redeveloper shall have the right to appeal any final decision of the Redevelopment Committee to the Governing Body within ten (10) days of the date such final decision is delivered in writing to the Redeveloper. Within forty-five (45) days of receipt of an appeal by Redeveloper, the Governing Body shall, at a public meeting, hear the Redeveloper on its appeal and render a decision by majority vote.

4.2 Schedule and Implementation of the Project.

(a) Within six (6) months of the Effective Date, the Redeveloper shall obtain all Governmental Approvals required for the Commencement of Construction of the Project, including Planning Board Approvals.

(b) Within forty-five (45) days of obtaining all Governmental Approvals for the Project are obtained, the Redeveloper shall record the Declaration of Covenants and Restrictions in accordance with Section 3.1.

(c) Redeveloper shall use commercially reasonable efforts to Commence Construction of the Project as set forth in the attached Project Schedule

(d) Redeveloper shall use commercially reasonable efforts to Complete Construction of the Project on or before twenty-four (24) months after the Commencement of Construction.

4.3 Conditions Related to the Project Schedule.

(a) If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project schedule set forth above, for any reason, the Redeveloper shall promptly provide notice to the Municipality stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) the Redeveloper's proposal for revising the schedule and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project schedule. Redeveloper's proposed revisions to the Project schedule shall be subject to the Redevelopment Committee's approval, which shall not be unreasonably withheld, conditioned, or delayed.

(b) If the Redeveloper does not obtain all necessary Governmental Approvals for the Project, or if the Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to the Redeveloper in its reasonable discretion, then the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Municipality. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 4.3(b) then except as expressly set forth in this Agreement to the contrary, this Redevelopment Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities, and/or obligations hereunder, except that Redeveloper shall remain responsible for all Municipal Costs. If an appeal is taken, all other

obligations under this Redevelopment Agreement shall be tolled during the pendency of such appeal.

(c) Construction activities shall generally be completed in accordance with the schedule of milestones set forth in the Construction Schedule, except as modified in this Redevelopment Agreement. In the event there is any contradiction or discrepancy between this Redevelopment Agreement and the Construction Schedule, this Redevelopment Agreement shall control.

(d) To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), the Municipality shall provide its support and reasonable assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate board, body or department, as applicable.

4.4 Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with applicable Municipal Ordinances.

(b) Maintenance. The Project Area will be kept free of debris on a regular basis by the Redeveloper; provided, however, subject to weather conditions and Force Majeure Events that the Redeveloper agrees to clean up the Project Area within seventy- (72) hours of a specific, reasonable request by the Municipality that the Redeveloper do so or the close of the following Business Day, whichever is later. Should Redeveloper fail to comply following the Municipality's request, the Municipality may at its option undertake such maintenance and charge Redeveloper for the costs of same. The Redeveloper shall repair, at the Redeveloper's cost, any damage to the streets or sidewalks caused by the Redeveloper during the construction of the Project.

(c) Pedestrian Access and Safety. The Municipality acknowledges that for safety reasons, the sidewalks adjacent to the Project Area may need to be closed from time to time during construction of the Project. Notwithstanding the foregoing, the Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. The Redeveloper shall supply to the Municipality's Building Department plans and specifications providing for pedestrian safety at and across the Project Area as applicable. The Redeveloper shall keep the sidewalks abutting the Project Area clean and free of debris, ice, and snow during the construction of the Project.

(d) Construction Parking. The Redeveloper shall plan with the Municipality's Construction Official and the Municipality's Police Department for off-street parking for construction vehicles and construction workers' vehicles if such vehicles cannot be parked on the Project Area itself. The Municipality agrees to have the Municipality place, from time to time, temporary "emergency, no parking" signs on the adjacent streets as reasonably requested by the Redeveloper to accommodate the Redeveloper's construction activities.

(e) Preconstruction Meeting. There shall be a preconstruction meeting held at least ten (10) days prior to the Commencement of Construction, which meeting shall include the Municipality's Construction Official, the Municipal Engineer, a representative from the

Municipality's Police Department, a representative from the Municipality's Fire Department, and representatives from the various utility companies. The Redeveloper shall be prepared to answer questions regarding its planned construction activities and to ensure compliance with this Redevelopment Agreement and the Municipal Ordinances.

(f) Progress Reports. Following Commencement of Construction, at least once every thirty (30) days until construction has been Completed, the Redeveloper shall prepare and deliver to the Municipality a digital copy of a detailed progress report which will include, without limitation, a detailed description of the construction activities that have taken place since the Commencement of Construction or the previous progress report, as applicable, photos, and an updated schedule. Such reports shall be sufficiently detailed and shall be signed by a representative of the Redeveloper's authorized to certify as to the accuracy of the statements made therein.

(g) Project Meetings. The Municipality shall have the right to require the Redeveloper to attend and participate in a meeting with the Municipality or any of its professionals to discuss the progress of the Project. Such a request may be made by the Municipality on no less than seven (7) days' notice at reasonable hours and shall be made no more frequently than once every thirty (30) days without the Redeveloper's consent.

4.5 Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction for the Project, the Redeveloper shall apply to the appropriate Municipality construction code official for a Certificate of Occupancy.

(b) Following Completion of the Project and satisfaction of all conditions precedent and prerequisites set forth in this Agreement, the Municipality agrees to issue a Certificate of Completion for the Project, in the form attached hereto as Exhibit F, upon receipt of a Completion Notice from Redeveloper. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project, in this Redevelopment Agreement and the Redevelopment Plan. Within thirty (30) days after receipt of the Completion Notice, the Municipality shall provide Redeveloper with the applicable Certificate of Completion or a written statement setting forth in detail the reasons why it believes that a Certificate of Completion should not be issued in accordance with the provisions of this Agreement.

4.6 Project Costs and Financing.

(a) Except as otherwise set forth herein, the Redeveloper agrees that the costs and financing for the Project are the sole responsibility of the Redeveloper, not the Municipality.

(b) The Redeveloper shall post Bonds in the following manner:

(i) Prior to the Commencement of Construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL) for those Improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount to be determined by the Municipal Engineer pursuant to the MLUL.

(ii) A maintenance guarantee in respect of those Improvements required to be

bonded in accordance with the MLUL, in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL) for a period not to exceed two (2) years after final acceptance of the Improvement, in an amount determined by the Municipal Engineer according to the method of calculation set forth in *N.J.S.A. 40:55D-53* of the MLUL.

(iii) If applicable, the Bond must name the Municipality as an obligee and the Redeveloper shall deliver a copy of the Bond to the Municipality prior to Commencement of Construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over the management of the entity, within thirty (30) days after notice from the Municipality, the Redeveloper shall replace the Bond.

(iv) In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by the Redeveloper, then until an approved replacement of the lapsed Bond has been deposited with the Municipality, the Municipality may require the Redeveloper to cease and desist any and all work on the Project, unless the Improvements required to be bonded have been completed and approved by the Municipality. In the event any Bond should lapse, be canceled or withdrawn, or otherwise not remain in full force and effect through no act or omission of the Redeveloper, then unless the Redeveloper fails to replace the Bond within ten (10) Business Days of notice given to the Redeveloper by the Municipality, the Municipality may require the Redeveloper to cease and desist work on the Project unless the Improvements required to be bonded have been completed and approved by the Municipality.

4.7 Environmental Obligations and Indemnification. The Parties hereto expressly acknowledge and agree that to the extent any portion of the Project Area requires Remediation, or causes any other property to require Remediation, the Municipality shall have no responsibility therefor. The Parties hereto expressly agree and acknowledge that it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of all Remediation, compliance, environmental testing, and/or other analyses for the Project Area, and that the Municipality has no obligation or liability whatsoever with respect to the environmental condition of the Project Area, or any other parcels which may claim contamination arising from the Project Area. The Redeveloper shall defend, protect, indemnify, and hold harmless the Municipality and its agents from any claims which may be sustained because of any environmental conditions on, in, under or migrating to or from the Project Area, including, without limitation, claims against the Municipality and its agents by any third party.

4.09 No Rights in Third-Party Beneficiaries. Notwithstanding any of the foregoing, this Agreement does not and will not confer any rights, remedies, or entitlements upon any third person or entity other than the Parties and their respective successors and assigns. This Agreement is for the exclusive benefit and convenience of the Parties hereto.

4.10 Affordable Housing.

(a) Set-Aside. The Project shall provide an affordable housing set-aside of no less than twenty percent (20%), with fractional units rounded up. The Affordable Units shall each contain the

number of bedrooms as required by the distribution set forth in the Affordable Housing Laws.

(b) Compliance with Applicable Laws. Such Affordable Units shall be developed and rented at rates affordable to low-, very low- and moderate-income limits in accordance with all Affordable Housing Laws.

(c) Marketing & Deed Restriction. Redeveloper shall, at its sole cost and expense, be responsible for administering the affordability controls and requirements of the Affirmative Units including all affirmative marketing and deed restriction requirements in accordance with Affordable Housing Laws. As a condition of obtaining any Certificate of Completion, a deed restriction shall be recorded against the Project Area in a form approved by the Municipality's attorney, such approval not to be unreasonably withheld, conditioned, or delayed.

(d) Integration; Finishes. All Affordable Units shall be constructed on site, integrated throughout the Project with the market-rate units, and shall be of the same general size and constructed with the same quality of finishes and fixtures as the market-rate units.

(e) Amenity Fee Prohibited. The Redeveloper shall not be permitted to charge an amenity fee to the owners or residents of the Affordable Units to use any of the Project's on-site amenities. Such prohibition shall be set forth in the deed restriction recorded against the Project Area described in Section 4.10(c) above.

(f) Parking Spaces Included in Affordable Units. The Redeveloper shall provide at least one (1) parking space for each Affordable Unit at no additional cost, fee, or rent to the owner or resident of the Affordable Unit. Such provision shall be set forth in the deed restriction recorded against the Project Area described in Section 4.10(c) above.

(g) Survival. The provisions of this Section 4.10 shall survive beyond issuance of a Certificate of Completion or termination of this Agreement for the applicable Component(s).

4.11 Project Conditions; Redeveloper's Termination Rights. Redeveloper may terminate this Redevelopment Agreement at any time if:

(a) Redeveloper has not obtained all Governmental Approvals on terms that permit construction of the Project, all of the conditions of which have been satisfied, and all of which approvals are Final and Non-Appealable; or

(b) Redeveloper has not obtained construction financing for the Project on commercially reasonable terms by the deadline set forth in Section 4.2(c).

4.12 First Source Employment and Contracting. The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts to employ residents of the Municipality in the construction of the Project consistent with reasonable wages, to the greatest extent feasible. The Redeveloper agrees to cooperate with the Municipality or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Municipality residents. The Redeveloper will cooperate with efforts to recruit Municipality residents for all employment opportunities in connection with the Project, including participation in Municipality job fairs or similar events, if such exist. The

Redeveloper agrees to meet with appropriate Municipality officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities. All contracts executed by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision.

4.13 Affirmative Action. The Redeveloper, during the construction of the Project, covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

(a) The Redeveloper shall always conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Agreement to the contrary.

(b) The Redeveloper shall use good faith and commercially reasonable efforts to undertake a program of preference to facilitate executing contracts with and/or purchasing goods and services from Minority Business Enterprises, Women's Businesses Enterprises, and Small Business Enterprises (as such terms are defined under New Jersey state law) at a rate of at least 20%.

(c) All contracts executed by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision.

4.14 Reporting & Compliance. The Municipality shall oversee and monitor the Redeveloper's compliance with the requirements set forth in Sections 4.12 and 4.13. The Redeveloper agrees to meet periodically with the Municipality or its designated official(s) at the Municipality's request to discuss the status of the Redeveloper's compliance with the requirements set forth in Sections 4.12 and 4.13. The Redeveloper shall submit quarterly reports regarding compliance as the Municipality may reasonably require. Reports submitted by the Redeveloper shall include names, addresses, and ethnic origin of those who apply and are interviewed for employment including those denied employment. Reports should also include businesses hired and recruitment efforts including advertisements and letters to community groups advising them of employment and business opportunities. The Entity covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with Sections 4.12 or 4.13. Non-compliance, after a reasonable opportunity to cure as set forth in Articles 5 and 6, shall be deemed a material Event of Default under this Redevelopment Agreement.

4.15 Electric Vehicle Supply Equipment and Make-Ready Parking Spaces. Redeveloper shall comply with the requirements of *P.L. 2021, c.171*. As such, Redeveloper agrees to construct as part of the Project, adequate and convenient electric vehicle supply equipment and make-ready parking spaces to serve the need of the traveling public in a quantity sufficient to satisfy *P.L. 2021, c.171*. Redeveloper shall construct a minimum of actual parking spaces required by the Redevelopment Plan and Concept Plans.

4.16 Green Project Features. The Project shall include any green and sustainable features as required in the Redevelopment Plan or Borough ordinances. Any deviation from the features must be approved by the Redevelopment Committee.

ARTICLE 5

EVENTS OF DEFAULT; TERMINATION

5.1 Remedies Upon Event of Default by the Redeveloper. Whenever any Event of Default by the Redeveloper occurs and continues beyond any applicable cure or grace period, the Municipality may, on written notice to the Redeveloper (after applicable Notice and cure periods shall have expired), terminate this Redevelopment Agreement and the Redeveloper's respective designation as redeveloper hereunder upon which, except as expressly provided herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liability and/or obligations hereunder. Notwithstanding the foregoing, the Municipality shall also have all of its legal and equitable remedies available against Redeveloper including an action for specific performance and/or actual, compensatory damages (but specifically excluding delay, reliance, consequential or punitive damages).

5.2 Remedies Upon Event of Default by the Municipality. If an Event of Default by the Municipality occurs and continues beyond any applicable cure or grace period, then the Redeveloper may take whatever action at law or in equity as the Redeveloper may deem necessary or desirable to enforce the performance or observance of any rights or remedies of the Redeveloper, or any obligations, agreements, or covenants of the Municipality under this Redevelopment Agreement, including an action for specific performance and/or actual, compensatory damages (but specifically excluding delay, reliance, consequential or punitive damages). Further, but subject to any cure provisions afforded the Municipality hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, on written notice to the Municipality (after applicable Notice and cure period shall have expired), to terminate this Redevelopment Agreement upon which, except as expressly provided for herein, this Redevelopment Agreement shall be void and of no further force and effect and neither Party shall have any further rights, liabilities and/or obligations hereunder.

5.3 Force Majeure Extension. For the purposes of this Redevelopment Agreement, neither the Municipality nor the Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Municipality or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. During any Force Majeure Event that affects only a portion of a Project, the Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of an event or occurrence of Force Majeure Event shall not prevent the Municipality or the Redeveloper from declaring a default or the occurrence of an Event of Default by the other party if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

5.4 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party hereunder in asserting any of its rights or remedies as to any default by the other Party, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Municipality or the Redeveloper, as the case may be, of its right to institute and maintain any actions or proceedings in accordance with this Redevelopment Agreement, which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.5 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.6 Termination Rights Related to Litigation. If third-party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) execution of this Redevelopment Agreement by the Municipality, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if the Redeveloper invokes the Force Majeure Event provisions of this Redevelopment Agreement; provided, however, that (a) if such third-party litigation is not resolved within six (6) months of its commencement, the Redeveloper may terminate this Redevelopment Agreement, and (b) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal or the Municipality decides not to appeal in its sole discretion, then either Party may terminate this Redevelopment Agreement by written notice to the other. Upon such termination, this Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE 6

FINANCING & INSURANCE

6.1 Mortgage Financing

(a) During the term of this Redevelopment Agreement, the Redeveloper shall not engage in any financing or any other transaction creating any Mortgage on the Project other than with respect to the cost of acquiring the Project Area and developing the Project (including designing, permitting, and constructing the Project).

(b) If the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to the Redeveloper in its reasonable discretion, or if the Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to the Redeveloper in its reasonable discretion, the Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Municipality.

(c) If this Redevelopment Agreement is terminated pursuant to the terms of this Section 6.1, then, except as expressly set forth herein to the contrary and upon full payment of all Municipal Costs, this Redevelopment Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

(d) If the Mortgagee reasonably requires any change(s) or modification(s) to the terms of this Redevelopment Agreement, the Municipality shall reasonably cooperate with the Mortgagee and the Redeveloper in reviewing such proposed change(s) or modification(s) and shall consider them in good faith; provided, however, that any such proposed change or modification shall not materially and adversely alter or modify the rights and obligations of the Redeveloper or the Municipality, as provided in this Redevelopment Agreement.

(e) To the extent reasonably requested by the Redeveloper, the Municipality shall execute such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Municipality) as may be requested or required by any Mortgagee (or any equity participant of the Redeveloper); provided, however, that any such agreement or document shall not materially and adversely alter any of the rights, liabilities or obligations of the Redeveloper or the Municipality under this Redevelopment Agreement.

6.2 Notice of Default to the Mortgagee and Right to Cure. Whenever the Municipality shall deliver any Notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Municipality shall at the same time deliver to each Mortgagee a copy of such notice or demand, provided that the Redeveloper has delivered to the Municipality a written notice of the name and address of such Mortgagee. Each such Mortgagee (insofar as the rights of the Municipality are concerned) has the right at its option within thirty (30) days after the receipt of such notice to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Municipality shall not seek to enforce any of its remedies under this Agreement during the period in which any such Mortgagee is proceeding diligently and in good faith to cure the Redeveloper's Event of Default. If the Mortgagee elects to cure the Event of Default within such 30-day period but has not completed such cure, then, not later than thirty (30) days thereafter until such Event of Default is cured, Redeveloper shall inform the Municipality that the Mortgagee is proceeding diligently to cure the Event of Default and shall briefly describe the course of action being pursued to effectuate such cure. Notwithstanding the foregoing, the Municipality may seek to enforce any of its remedies under this Agreement with respect to a monetary Event of Default if such monetary Event of Default is not cured within such thirty (30) day period after notice thereof. If possession of the Project Area is necessary to cure any default or breach, any Mortgagee will be allowed to complete any proceedings required to obtain possession of the Project Area. Notwithstanding anything contained herein to the contrary, the Municipality shall always retain all statutory rights to enforce the payment of property taxes, payments in lieu of taxes, sewer charges and other municipal charges, including but not limited to those rights granted by the Tax Lien Law and/or the In Rem Foreclosure Act.

6.3 No Guarantee of Construction or Completion by Mortgagee.

(a) A Mortgagee shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion; nor shall any covenant or any other provisions be construed to obligate a Mortgagee. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Mortgagee to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Mortgagee's security, including the improvements or construction already made) without the Mortgagee or Affiliate of Mortgagee first

having expressly assumed the Redeveloper's obligations to the Municipality with respect to the Project by written agreement reasonably satisfactory to the Municipality.

(b) Upon a Foreclosure, the Mortgagee or its Affiliate shall have the option to either (i) sell the Project to any Person, provided Mortgagee gives the Municipality notice of such sale at least thirty (30) days prior to closing and provided such Person assumes the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. Any such Mortgagee, or other entity assuming such obligations of the Redeveloper, upon completing the Project shall be entitled, upon written request made to the Municipality, to a Certificate of Occupancy in accordance with the terms of this Redevelopment Agreement and under Applicable Laws. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Mortgagee, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Mortgagee or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project in accordance herewith.

6.4 Insurance.

(a) At all times during the construction of the Project, Redeveloper shall maintain or cause to be maintained at its own cost and expense, the required insurance being written by a company approved to do business in the State with a financial standing of at least an A- rating, as reflected in Best's insurance ratings, the following kinds and the following amounts of insurance with such variations as may reasonably be required to conform to customary insurance practice:

(i) Builder's Risk Insurance for the benefit of the Redeveloper during the term of construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred (100%) percent of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction;

(ii) Comprehensive General Liability Insurance (including coverage for any construction on or about each parcel of property contained within the Project Area) against claims for bodily injury, death, or property damage occurring on, in or about the Project Area and the adjoining streets, sidewalks, and passageways, including all legal liability to the extent insurable and all court costs, legal fees, and expenses arising out of, or connected with, the Project or any obligation imposed upon the Project Area, in amounts not less than \$3,000,000.00 per occurrence and \$6,000,000.00 in the annual aggregate, with the liability coverage providing for claims to be made on an occurrence basis;

(iii) Worker's Compensation Insurance coverage in the amount of the full statutory liability of the Redeveloper; and

(iv) Such other insurance, in such amounts and against such risks, as is customarily maintained by the Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance and environmental liability.

(b) Prior to the Commencement of Construction, the Redeveloper shall submit to the Municipality proof of all applicable insurance(s). Redeveloper shall provide such proof of insurance which indicates that the policy(ies) name the Municipality, its elected and appointed officials, officers, agents, servants, representatives, employees and/or its assigns and Municipality's consulting engineers, its officers, agents, servants, representatives, employees, successors, and assigns, as additional named insured with respect to their interest in work performed by the above named insured for the Project (except for Worker's Compensation or Automobile Coverage insurance, if applicable). Upon each anniversary date of this Redevelopment Agreement, the Redeveloper shall submit the aforementioned proofs of insurance until the Municipality's issuance of a Certificate of Completion for the Project.

ARTICLE 7

REDEVELOPER CONTRIBUTIONS

7.1 Escrow Account to Cover Municipal Costs.

(a) Municipal Costs shall be paid pursuant to the terms of this Redevelopment Agreement from the Escrow Account which the Redeveloper shall establish with the Municipality.

(b) If at any time the balance in the Escrow Account is less than five thousand dollars (\$5,000.00), the Municipality shall provide Redeveloper with a written Notice of the insufficient escrow deposit balance. Within ten (10) business days of such Notice, the Redeveloper shall deposit into the Escrow Account additional funds such that the total amount on deposit in the Escrow Account shall be not less than fifteen thousand dollars (\$15,000.00), or such lower amount as set forth by the Municipality in its Notice.

(c) The Municipal Costs shall be charged to the Escrow Account pursuant to a voucher from the Municipality's professional, identifying the personnel invoicing the Municipal Cost, each date the services were performed, the hours spent, the hourly rate, and a description of the services provided. All professionals shall submit the required vouchers or statements to the Municipality in accordance with procedures established by the Municipality. The Municipality shall provide the Redeveloper with invoices on a monthly basis, along with copies of such vouchers or other receipts or back up information, setting forth the Municipal Costs incurred by the Municipality which the Municipality determines are to be paid from the Escrow Account no later than ten (10) days after the end of the month in which the Municipal Costs were incurred.

(d) Any disputes arising over charges made for Municipal Costs shall be governed by the processes set forth under *N.J.S.A. 40:55D-53.2*. Prior to filing a formal appeal, the Redeveloper shall first notify the Municipality of its dispute. If notification of an objection is made, the Parties agree to make good faith efforts to resolve the dispute. If the matter is not resolved by the Parties to the satisfaction of the Redeveloper, the Redeveloper may make a formal appeal to the Hunterdon County Construction Board of Appeals.

(e) Upon the termination of this Redevelopment Agreement, or upon Redeveloper's request (no more frequently than every thirty (30) days), the Municipality shall prepare and send to Redeveloper a statement that shall include an accounting of funds listing all deposits, disbursements, and the cumulative balance of the Escrow Account.

(f) Upon the issuance of a Certificate of Completion for the Project, or upon the earlier termination of this Redevelopment Agreement, the Municipality shall instruct its professional(s) to cease all activities in connection with the Project and render a final bill to the Redeveloper within thirty (30) days. Within thirty (30) days of receipt of the final bill, the Redeveloper shall pay all outstanding bills in accordance with this Redevelopment Agreement and render a written final accounting to the Redeveloper detailing the uses to which the escrow funds were put. Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Municipality in accordance with this Section 7.1(f).

7.2 Contribution for Infrastructure Improvements. In further consideration of this Redevelopment Agreement, and as a component of its preliminary site plans, the Redeveloper shall submit to the Planning Board for approval, drawings, plans and/or renderings that sufficiently depict all reasonably necessary Infrastructure Improvements for the Project relating to utilities and sidewalks. In preparation for the above-described submission, the Redeveloper shall assess those local public utility connections that are presently providing utilities services to the Project Area, if any ("**Existing Utilities**") and improvements for the construction of sidewalks neighboring the Project Area ("**Sidewalks**"). The Redeveloper shall make such repairs, replacements or upgrades to the Existing Utilities, as applicable and as is deemed reasonably necessary by the Municipality's professional consultants, in consultation with the relevant local public utility providers, shall install Sidewalks on the Project Area, and shall make a contribution for the improvement of Sidewalks for access to the Project Area. Subject to the limitations herein, the Redeveloper shall assume and pay the entire cost for any increase in the size or scope of any Existing Utilities and ancillary facilities as may be made necessary, or as reasonably required by the Municipality, as a direct result of the Project, and provide a contribution as reasonably determined by the Municipality's professional consultants for Sidewalks on neighboring properties to serve the Project. Notwithstanding the foregoing, the contribution by Redeveloper shall not exceed \$300,000 for improvements to the Existing Utilities and Sidewalks. The Redeveloper shall design and construct or cause to be constructed the Infrastructure Improvements, in a good and workmanlike manner and in compliance with Section 209 of the Municipality's ordinances and all other applicable ordinances, statutes and regulations. Redeveloper shall provide Performance and Maintenance Bonds, as required by the Planning Board, in a form generally acceptable to governmental bodies in the State of New Jersey guaranteeing that the Infrastructure Improvements will be completed and that the Infrastructure Improvements, when completed, will remain in compliance with the accepted condition for a period of two (2) years following the date of acceptance. Any contractor warranties for the Infrastructure Improvements shall be assigned to the Municipality.

ARTICLE 8

FINANCIAL AGREEMENT

8.1 PILOT Contingency & Financial Agreement. The Redeveloper may apply to the Municipality for approval of a financial agreement (the "**Financial Agreement**") providing for, among other things, a tax exemption and payments in lieu of taxes (the "**PILOT**") pursuant to the

Long Term Tax Exemption Law on terms reasonable acceptable to the Municipality. If and to the extent available under Applicable Laws, and as requested by the Redeveloper, the Municipality agrees to consider the Redeveloper's application for a tax exemption in good faith. The Municipality agrees to work with the Redeveloper to consider the Redeveloper's application for a PILOT for approval within 90 days after Planning Board Approvals, in the event the PILOT is not approved within such time the Redeveloper may elect to terminate this Redevelopment Agreement by providing Notice to that effect to the Municipality (the "**PILOT Contingency**") or waive the contingency. Upon such termination, this Redevelopment Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

ARTICLE 9

MISCELLANEOUS

9.1 No Consideration for Agreement. The Redeveloper warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants, and attorneys. The Redeveloper further warrants that it has not paid or incurred any obligation to pay any officer or official of the Municipality, any money or other consideration for or in connection with this Redevelopment Agreement.

9.2 Non-Liability of Officials and Employees.

(a) No member, official or employee of the Municipality shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Municipality, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

(b) No member, officer, shareholder, director, partner, or employee of the Redeveloper shall be personally liable to the Municipality, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Municipality, or their successors, on any obligation under the terms of this Redevelopment Agreement.

9.3 Inspection of Books and Records. The Municipality shall have the right during normal business hours and subject to reasonable advance notice (but not less than seven (7) Business Days) to inspect at Redeveloper's place of business, the books and records of Redeveloper pertinent to the purposes of this Agreement, including but not limited to construction contracts, books and records and insurance policies.

9.4 Conflict of Interest. No member, official or employee of the Municipality shall have any direct or indirect interest in Redeveloper or this Agreement, nor participate in any decision relating to this Agreement that is prohibited by law.

9.5 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Municipality.

9.6 Recitals and Exhibits. The Recitals and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

9.7 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

8.8 Severability. The validity of any Article and Section, clause or provision of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses, or provisions hereof.

8.9 Indemnification. The Redeveloper, for itself and its successors and assigns, covenant and agree, at its sole cost and expense, to indemnify, defend and hold harmless the Municipality, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third-party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorneys' fees) resulting from or in connection with the acts or omissions of the Redeveloper or of the Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project; provided, however, that no indemnification shall be required pursuant to this Section 8.9 in the event that the indemnification otherwise due pursuant to this Section 8.9 is attributable to the gross negligence or willful misconduct of the Municipality, its governing body, or any agency of the Municipality or any of their respective officers, employees, agents, attorneys, consultants, representatives and employees. This Section shall survive termination of this Redevelopment Agreement.

8.10 Notices. Notices shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with a hard copy and a transmission confirmation sent by a recognized overnight national carrier service for next Business Day delivery) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Municipality:

Borough of High Bridge
97 West Main Street
High Bridge, New Jersey 08829
Attn: Borough Clerk

With copies to:

Steven Firkser, Esq.
Greenbaum, Rowe, Smith & Davis, LLP
75 Livingston Avenue, Suite 301
Roseland, NJ 07068

As to Redeveloper:

SE HIGH BRIDGE LLC
5030 Shafto Road
Tinton Falls, NJ 07712

With a copy to:
Marsha M. Moore, Esq.
Post Polak, P.A.
425 Eagle Rock Avenue, Ste 200
Roseland, NJ 07068

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other party no less than ten (10) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next Business Day delivery. Any notice given by an attorney for a Party shall be effective for all purposes.

8.11 Further Assurances/Cooperation. The Parties shall cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either Redeveloper or the Municipality, the other Party shall execute, acknowledge, and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Redevelopment Agreement.

8.12 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Hunterdon County, for the purpose of any suit, action, proceeding, or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Hunterdon County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

8.13 Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

8.14 Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party hereto (which request may be on behalf of any Mortgagee, purchaser, tenant, or other party having an interest in the Project Area), the other Party shall issue an Estoppel Certificate.

~Signature Page to Follow~

IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

BOROUGH OF HIGH BRIDGE

Adam Young, Clerk

By: _____
Michele Lee, Mayor

Dated: _____

Witness:

SE HIGH BRIDGE LLC

Name:
Title:

By:

Name:
Title:

Dated: _____

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

: ss

COUNTY OF HUNTERDON:

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me personally appeared Michele Lee who being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Mayor of the **BOROUGH OF HIGH BRIDGE**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

STATE OF :

: ss

COUNTY OF :

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me personally appeared Morris Sarway who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of **SE HIGH BRIDGE LLC**, a New Jersey limited liability company, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

EXHIBIT A

Concept Plans



CS 1r CONCEPT STUDY
DATE: 7/1/24 DRAWN: SS PRJ #24-0026

ELAT Property Redevelopment
High Bridge, NJ



75% Medium Density
Collaborative, NO 2013
P. 155-156, 158-159
Interim Design

thru
design



EXHIBIT B

Construction Schedule

| TASK | DEADLINE |
|---|--|
| Government Approvals other than Building Permit | Within 6 months of adoption of Agreement |
| Demolition of existing buildings | Within 6 months of adoption of Agreement |
| Construction Permitting | Within 9 months of adoption of Financial Agreement |
| Construction Financing | Within 12 months of Permitting |
| Commencement of Construction | Within 6 months of Construction Financing |
| Certificate of Occupancy | Within 24 months of Construction Commencement |
| Lease Out | Within 12 months of Certificate of Occupancy |

EXHIBIT C

Form of Declaration of Covenants and Restrictions

Record and Return to:
Steven Firkser, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 24, Lot 16
Borough of High Bridge, County of Hunterdon

This **DECLARATION OF COVENANTS AND RESTRICTIONS** (“**Declaration**”) is made this ____ day of _____, 2025 by **SE HIGH BRIDGE LLC**, a New Jersey limited liability company, with offices at 1 Main Street, High Bridge, , New Jersey 08829 (together with its permitted successors or assigns, “**Redeveloper**”).

RECITALS

- K. The Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment.
- L. Pursuant to the Redevelopment Law, on May 11, 1995, the Mayor and Council of the Borough of High Bridge (the “**Municipality**”) adopted Resolution Number 95-27 designating the entire Borough as an area in need of rehabilitation.
- M. The Municipality retained the professional planning services of Colliers Engineering & Design, Inc. which has prepared a redevelopment plan for the property at Block 24, Lot 16 (the “**Project Area**”) entitled “*100 West Main Street Redevelopment Plan*,” a copy of which is on file with the Municipality’s Clerk (the “**Redevelopment Plan**”).
- N. On September 12, 2024, following a consistency review performed by the Municipality’s Planning Board, the Governing Body adopted Ordinance No 2024-34, approving and adopting the Redevelopment Plan for the Project Area.
- O. Redeveloper acquired fee title to the Project Area by deed recorded in the Hunterdon County Clerk’s Office on August 29, 2023 at Deed Book 2600, Page 192, *et seq.*
- P. Redeveloper proposes to remediate, develop, finance, construct, implement, and cohesively redevelop the Project Area into a four story multi-family residential development comprised of 98 residential dwelling units, tenant amenities, 170 parking spaces and appurtenant site improvements (the “**Project**”).
- Q. Redeveloper proposes to complete the Project in accordance with the conceptual architectural floor plans, elevations and renderings entitled “ELAT Property

Redevelopment Concept Study” prepared by Thriven Design dated July 1, 2024collectively attached hereto as Exhibit A (together, the “**Concept Plans**”).

- R. The Municipality has determined that the Redeveloper possesses the proper qualifications and experience to implement and complete the Project in accordance with the Redevelopment Plan, the terms of the Redevelopment Agreement, and all other Applicable Laws (as such term is hereinafter defined).
- S. To effectuate the Redevelopment Plan, the Project, and the redevelopment of the Project Area, the Municipality has determined to enter a Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project Area as the term “redeveloper” is defined in the Redevelopment Law and specifies the respective rights and responsibilities of the Municipality and the Redeveloper with respect to the Project (the “**Redevelopment Agreement**”).
- T. *N.J.S.A.* 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”.
- U. The Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex, or familial status in the sale, lease, rental, use, or occupancy of the Project Area or any building or structures erected thereon.
- V. The Redevelopment Agreement also provides that the Project Area, the Redevelopment Agreement, and interest of the Redeveloper therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Municipality for violations of the covenants and defaults under the Redevelopment Agreement.
- W. The Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said declaration be recorded in the Hunterdon County Clerk’s Office.

NOW THEREFORE, in consideration of the foregoing and in compliance with the requirements of the Redevelopment Agreement, Redeveloper hereby declares as follows:

- 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.
- 2. Redeveloper covenant and agree that:

(a) Redeveloper shall develop, finance, construct, operate, and maintain the Project on the Project Area in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(b) Redeveloper shall not make a Transfer without the written consent of the Municipality, which shall not be unreasonably withheld, conditioned, or delayed, except with respect to a Permitted Transfer.

(c) Redeveloper shall not, in connection with its use or occupancy of the Project, effect or execute any covenant, agreement, lease, conveyance, or other instrument whereby the Project Area is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status, and Redeveloper and its successors and assigns shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex, or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Certificates of Occupancy required authorizing the occupancy and uses of the Project Area for the purposes contemplated in the Redevelopment Agreement.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated, and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate, or otherwise use the Project Area, or any part thereof, as collateral for any transaction unrelated to the Project.

(g) Redeveloper shall promptly pay the Municipal Costs and all taxes, service charges, or similar obligations when owed to the Municipality with respect to the Project Area and the Project.

3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the land. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Municipality and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Redeveloper and its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Area or any part thereof. The agreements and covenants set forth in Section 2 shall cease and terminate as to the Project or Project Area, or portion thereof, as applicable, automatically and without further action upon the issuance of a Certificate of Completion except for those covenants which survive in accordance with the terms of the Declaration. Upon the request of Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion for the Project, the Municipality shall execute and deliver a discharge of the Declaration of Covenants and Restrictions in recordable form for the Project. Notwithstanding the foregoing, the agreements and covenants set forth in this Declaration shall cease and terminate upon the issuance of a Certificate of Completion

for the Project, provided however, that the covenant set forth in Section 2(c) of this Declaration shall remain in effect without limitation as to time.

4. In amplification, and not in restriction of the provisions of Section 3, it is intended and agreed that the Municipality and its successors and assigns shall be deemed beneficiaries of the restrictions and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Municipality for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Municipality has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the Redeveloper has executed this Declaration effective as of the date first above written.

~Signature Page to Follow~

Witness:

SE HIGH BRIDGE LLC

Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF :
: ss
COUNTY OF :

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me personally appeared _____ who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of **SE HIGH BRIDGE LLC**, a New Jersey limited liability company, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

EXHIBIT D

Existing Members

Name of Company: SE High Bridge LLC

Principal Place of Business: 1102 Merrywood Drive, Edison, New Jersey 08817

Name of Registered Agent: Corporation Service Company

Address: Princeton South Corporate Center, Suite 160, 100 Charles Ewing Blvd, Ewing, New Jersey 08628

Incorporated in State of: New Jersey

| <u>Name</u> | <u>Address</u> | <u>% of Owners</u> |
|----------------------|--|--------------------|
| <u>Morris Sarway</u> | <u>5030 Shafto Road, Suite 1, Tinton Falls, NJ 07712</u> | <u>100%</u> |

I certify that the above represents the name and address of all members with a 10% or greater interest in the above company. If one or more of the above is itself a corporation, company, or partnership. I have annexed hereto the names and addresses of anyone who owns a 10% or greater interest therein.

(Authorized Signatory)

Morris Sarway
Sole Member

EXHIBIT E

Redeveloper's Background and Experience

EXHIBIT F

Form of Certificate of Completion

Record and Return to:
Steven G. Mlenak, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068

CERTIFICATE OF COMPLETION

Dated: _____

Project: The Project (the “**Project**”) as described in that certain Redevelopment Agreement by and between the Borough of High Bridge (the “**Municipality**”) and SE HIGH BRIDGE LLC (“**Redeveloper**”) dated _____ (the “**Redevelopment Agreement**”)

Location: Block 24, Lot 16, Borough of High Bridge, County of Hunterdon (the “**Property**”)

Pursuant to Section 4.5(b) of the Redevelopment Agreement, the undersigned, an authorized representative of the Municipality, certifies as of the date hereof as follows (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

- (i) The Project in its entirety has been completed, acquired and/or installed as of _____, in accordance with the Redevelopment Agreement, the Redevelopment Plan, the Planning Board Approvals, the Governmental Approvals, and other Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;
- (ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project in its entirety or such other work or action to which such term is applied are, to the extent so required, in full force and effect;
- (iii) The Project in its entirety is being operated in accordance with the terms and provisions of the Agreement, the Redevelopment Plan, the Planning Board Approvals, the Governmental Approvals, and Applicable Laws; and
- (iv) a copy of the Certificate of Occupancy issued with respect to the Project in its entirety is attached hereto as Schedule A.

This Certificate of Completion for the Project in its entirety constitutes the Municipality’s conclusive determination that Redeveloper has fully satisfied the agreements and covenants in the Agreement, which agreements and covenants are hereby terminated and that the conditions determined to exist at the time the Project Area was determined to be an area in need of rehabilitation are deemed to no longer exist. The land and improvements constituting the Project Area are no longer subject to any covenant running with the land covered by this Certificate of Completion, except as set forth below.

The recording of this Certificate of Completion shall terminate all covenants and restrictions set forth in a certain Declaration of Covenants and Restrictions, dated _____, 20__ and recorded on _____ in Book _____ Page _____ in the office of the Hunterdon County Clerk, except for those portions of the Declaration of Covenants and Restrictions that expressly survive termination thereof.

Except as set forth in the Agreement, this Certificate of Completion is given without prejudice to any rights of the Municipality or the Redeveloper against third parties which exist on the date hereof or which may subsequently come into being.

Attest:

BOROUGH OF HIGH BRIDGE

Adam Young, Clerk

By: _____
Michele Lee, Mayor

STATE OF NEW JERSEY :

: ss

COUNTY OF HUNTERDON:

BE IT REMEMBERED, that on this _____ day of _____, 2025, before me personally appeared Michele Lee who being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Mayor of the **BOROUGH OF HIGH BRIDGE**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary Public

SCHEDULE A

Certificate of Occupancy

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

THE BRIDGE: NEWSLETTER ADVERTISING RATES

RESOLUTION: 081-2025

ADOPTED: _____

NOW THEREFORE BE IT RESOLVED the Council of the Borough of High Bridge sets the rates for advertising in the Electronic Version of the Borough Newsletter as listed:

For residents,

\$100.00 for a full page (8.5 X 11) for the year (2 editions)

\$75.00 for half a page (5.5 x 8.5) for the year (2 editions)

For Non-residents,

\$150.00 for a full page (8.5 X 11) for the year (2 editions)

\$125.00 for half a page (5.5 x 8.5) for the year (2 editions)

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOARDS AND COMMITTEE APPOINTMENTS

RESOLUTION: 082-2025

ADOPTED:

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the Board and Committee Appointments found below; and,

WHEREAS, these appointments provide necessary services to the community,

NOW, THEREFORE, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve the Board and Committee Appointments as outlined below.

BOARD OF HEALTH (7 members) - 4 year term

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Vacant | 12/31/2028 |
| Vacant | 12/31/2025 |
| Nicole Cahill | 12/31/2025 |
| Lynn Hughes | 12/31/2026 |
| Margaret Doyle | 12/31/2026 |
| Donna Exley | 12/31/2027 |
| John Conant | 12/31/2027 |
| Coleen Conroy, Council Liaison | |

HISTORICAL COMMITTEE (7 members) – 3 year term

| MEMBER | TERM EXPIRATION |
|------------------------------|-----------------|
| Alfred Schweikert | 12/31/2025 |
| Ellie Curtin | 12/31/2025 |
| Nancy Hunt | 12/31/2026 |
| Joseph Brosnan | 12/31/2026 |
| James Regan | 12/31/2027 |
| Catherine Homa-Rocchio | 12/31/2027 |
| Vacant | 12/31/2027 |
| | |
| Kelly Matos, Council Liaison | |

ECONOMIC DEVELOPMENT COMMITTEE (7 members) – 3 year term

| MEMBER | TERM EXPIRATION |
|--|-----------------|
| Rachel Yu | 12/31/2026 |
| Vacant | 12/31/2026 |
| Jennifer Kucharski | 12/31/2027 |
| Ed Szeliga | 12/31/2027 |
| Ryan Brosnan | 12/31/2025 |
| Vacant | 12/31/2025 |
| Vacant | 12/31/2025 |
| ALTERNATES | |
| Vacant | 12/31/2027 |
| Vacant | 12/31/2026 |
| Mayor or Council President, Ex-Officio | |
| Lauren Hamlin, Council Liaison | |

ENVIRONMENTAL COMMISSION: (7 members) – 3 year term

| MEMBER | TERM EXPIRATION |
|-----------------------------------|-----------------|
| Linda DeMarzo | 12/31/2026 |
| Ann Willard | 12/31/2026 |
| Jeanie Baker | 12/31/2027 |
| Alan Mart, Planning Board Liaison | 12/31/2027 |
| Lynn Hughes | 12/31/2025 |
| Amanda Regan | 12/31/2025 |
| Bob Haake | 12/31/2025 |
| ALTERNATES | |
| Robert Regan | 12/31/2026 |
| Vacant | 12/31/2027 |
| | |
| Coleen Conroy, Council Liaison | |

GOLF COMMITTEE (7 Members) 3 year term

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Maurice Koffman | 12/31/2026 |
| Rick Roll | 12/31/2026 |
| Mike Exley | 12/31/2027 |
| Kevin Thompson | 12/31/2027 |
| Don Broadhecker | 12/31/2025 |
| Joseph Supnet | 12/31/2025 |
| Gordon Marx | 12/31/2025 |
| Kenneth Doyle, Council Liaison | |

SPECIAL EVENTS COMMITTEE (8 Members) 3 year term

| MEMBER | TERM EXPIRATION |
|-------------------------|-----------------|
| Vacant, Chairperson | 12/31/2026 |
| Vacant | 12/31/2026 |
| Vacant | 12/31/2027 |
| Vacant | 12/31/2027 |
| Vacant | 12/31/2027 |
| Vacant | 12/31/2025 |
| Vacant | 12/31/2025 |
| | |
| Vacant, Council Liaison | |

GREEN TEAM: (7 members) – 1 year term

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Lynn Hughes | 12/31/2025 |
| Jeanie Baker | 12/31/2025 |
| Linda DeMarzo | 12/31/2025 |
| Pia Kristjansen, Chair | 12/31/2025 |
| Kirsten Norberg | 12/31/2025 |
| Ryan Brosnan | 12/31/2025 |
| Vacant | 12/31/2025 |
| | |
| Coleen Conroy, Council Liaison | |

CREATIVE TEAM: (1 year term)

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Pia Krisjansen | 12/31/2025 |
| Cheryn Bolasci | 12/31/2025 |
| Kim Farrier | 12/31/2025 |
| Liam Smith | 12/31/2025 |
| Kirsten Norberg | 12/31/2025 |
| Evan Schlomann | 12/31/2025 |
| Vacant | 12/31/2025 |
| | |
| Curtis Nowell, Council Liaison | |

PLANNING BOARD (9 members plus 2 alternates)

Class IV 4 years, Class I - term, Class II 1 year or 4, Class III 1 year, Alternates 2 years.

(1 Class IV - member of Bd. of Adj., Environmental Comm., or School - 3 yrs/or Enviro. Comm. term)

| MEMBER | CLASS | TERM EXPIRATION |
|---|--|------------------------------------|
| Michele Lee | Mayor - Class I | 12/31/2026 |
| Coleen Conroy | Council - Class III | 12/31/2025 |
| Alan Mart | Class II <u>Class IV</u> - Environmental Commission Liaison | 12/31/ 2025 <u>2027</u> |
| Maurice Koffman <u>Robert Ryder</u> | Class IV | 12/31/2025 |
| Benjamin Yu | Class IV | 12/31/2025 |
| Leah Epstein <u>Maurice Koffman</u> | Class IV | 12/31/2028 |
| Joseph Suozzo | Class IV | 12/31/2028 |
| John Musnuff | Class IV | 12/31/2027 |
| Joseph Brosnan | Class IV | 12/31/2027 |
| | | |
| Alternates | | |
| Robert Ryder <u>Leah Epstein</u> - Alt. 1 | | 12/31/ 2027 <u>2026</u> |
| Tom Osborne - Alt. 2 | | 12/31/2025 |
| Amanda Regan - Alt 3 | | 12/31/ 2027 <u>2026</u> |
| Sean Smith - Alt 4 | | 12/31/2025 |

RECREATION COMMITTEE (7 members) – 3 year term

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Joseph Masser | 12/31/2026 |
| Ashley Marin | 12/31/2026 |
| Andrew Schneider, Chair | 12/31/2027 |
| Tania Fennell | 12/31/2027 |
| Jon Pish, Secretary | 12/31/2025 |
| Joe Campolattano, Vice Chair | 12/31/2025 |
| Andrew Fulda | 12/31/2025 |
| | |
| Lauren Hamlin, Council Liaison | |

TREE BOARD (3 Environmental Commission members appointed annually) – 1 year term

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Jeanie Baker | 12/31/2025 |
| Lynn Hughes | 12/31/2025 |
| Linda DeMarzo | 12/31/2025 |
| | |
| Coleen Conroy, Council Liaison | |

NEWSLETTER, WEBSITE COMMITTEE, AND SOCIAL MEDIA:
(3 members) – 1 year term

| MEMBER | TERM EXPIRATION |
|--------------------------------|-----------------|
| Michele Lee, Mayor, ex-officio | |
| Lynn Hughes | 12/31/2025 |
| <u>Ryan Brosnan</u> | 12/31/2025 |
| | |
| Lauren Hamlin, Council Liaison | |

List of Bills - (All Funds)

| Vendor | Description | Payment | Check Total |
|---|---|--------------|--------------|
| CURRENT FUND | | | |
| 2743 - ACCUSCAN | PO 30500 BUILDINGS & GROUNDS - OFFICE | 980.00 | 980.00 |
| 1331 - AMERIGAS | PO 30305 HEATING FUEL - PROPANE - FIRE HOUSE - AC | 552.73 | 552.73 |
| 2934 - APPROVED ENERGY II, LLC | PO 30751 ELECTRIC - 9 RIVER RD - ACCT #80313799-3 | 81.16 | 81.16 |
| 2025 - BANK OF AMERICA | PO 30203 BUILDINGS & GROUNDS/WATER/SPECIAL EVENTS | 1,742.53 | |
| | PO 30687 POLICE - OE - EQUIPMENT REPAIR | 1,819.86 | 3,562.39 |
| 2791 - BOB JOHNSON'S COMPUTER STUFF INC | PO 30985 POLICE - OE - EQUIPMENT REPAIR 14-12 | 799.33 | 799.33 |
| 2534 - CAPITOL SUPPLY INC | PO 30860 GRANT - \$4M - WATER | 2,414.54 | 2,414.54 |
| 987 - COMCAST | PO 30256 POLICE - INTERNET - 2024 - A/C 8499-0527 | 299.57 | 299.57 |
| 987 - COMCAST | PO 30261 INTERNET - SOLITUDE - ACCT # 8499-05-271 | 389.48 | 389.48 |
| 987 - COMCAST | PO 30263 INTERNET - UFP ACCT# 8499-05271-0222144 | 103.47 | 103.47 |
| 987 - COMCAST | PO 31069 POLICE - INTERNET - 2025 - A/C 8499-0527 | 299.57 | 299.57 |
| 987 - COMCAST | PO 31074 DPW - INTERNET A/C 8499 05 271 0008535 | 216.15 | 216.15 |
| 987 - COMCAST | PO 31075 INTERNET - UFP ACCT# 8499-05271-0222144 | 109.55 | 109.55 |
| 2820 - COMMON SENSE FOR ANIMALS | PO 30389 ACO ANIMAL IMPOUND - MONTHLY | 517.00 | 517.00 |
| 2968 - CONROY, COLEEN | PO 31088 M&C - OE - CLASS | 130.00 | 130.00 |
| 2885 - CREATIVE MANAGEMENT, INC | PO 30201 DIESEL - DPW - ACCT #35115 | 1,618.48 | 1,618.48 |
| 2894 - EQUITABLE FINANCIAL LIFE INS CO | PO 30577 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 384.67 | |
| | PO 31127 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 352.09 | 736.76 |
| 90 - FIRST ENERGY | PO 30265 STREET LIGHTING - 27 MAIN STREET - STREE | 38.40 | 38.40 |
| 90 - FIRST ENERGY | PO 30267 STREET LIGHTING - SNACK SHACK - WASHINGT | 45.77 | 45.77 |
| 90 - FIRST ENERGY | PO 30268 STREET LIGHTING - 72 MAIN STREET - STREE | 53.65 | 53.65 |
| 90 - FIRST ENERGY | PO 30280 STREET LIGHTING - DEC 2024 - ACCT#200000 | 5,672.00 | 5,672.00 |
| 86 - GALLS LLC | PO 30958 POLICE - OE - UNIFORMS/CLOTHING | 154.41 | 154.41 |
| 2422 - GREATAMERICA FINANCIAL SVCS. | PO 31052 BUILDINGS & GROUNDS - OFFICE EQUIPMENT - | 310.00 | 310.00 |
| 2550 - HAMLIN, LAUREN | PO 31055 M&C - OE - CLASS | 130.00 | 130.00 |
| 2874 - HERO OUTFITTERS LLC | PO 30953 POLICE - OE - UNIFORMS/CLOTHING - STEIN | 343.50 | 343.50 |
| 2874 - HERO OUTFITTERS LLC | PO 30992 POLICE - OE - UNIFORMS | 635.50 | 635.50 |
| 97 - HIGH BRIDGE BD OF ED | PO 31031 FEB 2025 - LOCAL SCHOOL TAX LEVY | 1,777,259.00 | 1,777,259.00 |
| 2659 - HOPE ELECTRIC LLC | PO 30955 DCA GRANT | 7,980.65 | 7,980.65 |
| 2488 - IDEMIA IDENTITY & SECURITY USA LLC | PO 31038 POLICE - OE - MAINTENANCE CONTRACTS | 2,805.00 | 2,805.00 |
| 470 - J&D AUTO BODY, INC. | PO 30911 POLICE - REPAIR 14-13 | 14,742.70 | 14,742.70 |
| 2686 - JEC COMPUTERS, LLC | PO 31041 POLICE - OE - MAINTENANCE CONTRACTS | 1,384.36 | 1,384.36 |
| 2956 - JOHN CARBINE | PO 30928 ENVIRONMENTAL COMMISSION - CHESTNUT TREE | 200.00 | 200.00 |
| 1465 - LIFE SAVERS, INC | PO 30989 POLICE - OE - SAFETY EQUIPMENT / VESTS | 389.40 | 389.40 |
| 1495 - LINDE GAS & EQUIPMENT INC | PO 30586 DPW-OE-MISC- CUSTOMER #71761637 - 12 MON | 56.64 | 56.64 |
| 2064 - MARCO TECHNOLOGIES, LLC | PO 31058 BUILDINGS & GROUNDS - POLICE BLDG - COPI | 369.06 | 369.06 |
| 144 - METROPOLITAN LIFE INS CO | PO 31111 GROUP INSURANCE - DENTAL - POLICY #TS053 | 1,760.32 | 1,760.32 |
| 146 - MGL PRINTING SOLUTIONS | PO 31035 TAX COLLECTOR / PB - OE - FORMS | 83.25 | 83.25 |
| 2364 - MORTON SALT | PO 30218 DPW - OE - WINTER MATERIAL - SALT - (51- | 1,132.59 | |
| | PO 31002 DPW - OE - WINTER MATERIAL - SALT - (51- | 12,176.83 | 13,309.42 |
| 2857 - NJ HILLS MEDIA GROUP | PO 30198 ADVERTISING - ACCT #000630 | 59.53 | 59.53 |
| 156 - NJ STATE ASSOC.OF CHIEFS OF POLICE | PO 31001 POLICE - OE - SEMINARS/DUES/MEMBERS | 350.00 | 350.00 |
| 217 - NO HUNT-VOORHEES REG HS BD ED | PO 31030 JANUARY 2025 - REGIONAL HIGH SCHOOL TAX | 464,878.67 | 464,878.67 |
| 2888 - ON-SITE FLEET SERVICE, INC | PO 31016 DPW - OE - VEHICLE REPAIR - ACCT #5230 | 3,103.58 | 3,103.58 |
| 2493 - P3 GENERATOR SERVICES | PO 31014 BUILDINGS & GROUNDS - GENERATORS | 646.20 | 646.20 |
| 2657 - PENNUCCI CONSTRUCTION LLC | PO 30470 BUILDINGS & GROUNDS - DPW | 3,932.00 | 3,932.00 |
| 287 - PERFORMANCE TIRE CO., INC. | PO 30397 DPW - OE - VEHICLE REPAIR | 175.46 | 175.46 |
| 287 - PERFORMANCE TIRE CO., INC. | PO 31019 DPW - OE - VEHICLE - CUST ID #1108 | 173.94 | 173.94 |
| 2213 - PHOENIX ADVISORS, LLC | PO 31053 FINANCE - OE - PROCESSING | 1,221.50 | 1,221.50 |
| 2887 - PIETER S HEINEKEN | PO 31032 WEBSITE MAINT | 525.00 | 525.00 |
| 2966 - PMC ASSOCIATES WIRELESS COMM | PO 30982 POLICE - OE - MAINTENANCE CONTRACT | 1,022.40 | 1,022.40 |
| 2058 - POWERDMS, INC | PO 31039 POLICE - OE - MAINTENANCE CONTRACTS | 3,511.07 | 3,511.07 |
| 211 - PWANJ | PO 31084 DPW - OE - DUES | 165.00 | 165.00 |
| 2967 - RAM FINANCIAL GROUP | PO 31061 OUTSIDE LIEN REDEMPTION-CERT #2024-003 | 5,056.52 | 5,056.52 |
| 2574 - RICH TREE SERVICE, INC | PO 30994 DCA GRANT - TREE REMOVAL FOR WATER ISSUE | 8,580.00 | 8,580.00 |
| 2438 - STANDARD INSURANCE CO | PO 31131 GROUP INSURANCE - LIFE/LTD - POLICY #00- | 596.86 | 596.86 |
| 169 - STATE OF NJ-DIV PENSIONS&BENE | PO 31099 INSURANCE - GROUP HEALTH - JAN 2025 ID# | 37,438.08 | 37,438.08 |
| 1978 - STAVOLA | PO 30404 DPW - OE - BLACKTOP - #2913 | 146.63 | 146.63 |
| 2238 - SYSTEM ONE ALARM SERVICES, INC | PO 31087 BUILDINGS & GROUNDS - ALARM | 990.00 | 990.00 |
| 1789 - TREASURER, STATE OF NEW JERSEY | PO 31064 RESERVE - VITAL STATS - MARRIAGE REPORT | 125.00 | 125.00 |

List of Bills - (All Funds)

| Vendor | Description | Payment | Check | Total |
|--|---|--------------|-------|--------------|
| 2893 - UNITED SHIELD INTERNATIONAL LLC | PO 30575 POLICE - OE - SAFETY EQUIPMENT / VESTS | 7,142.60 | | 7,142.60 |
| 2661 - UNITED SITE SERVICES | PO 30424 BUILDINGS & GROUNDS - LAKE SOLITUDE & CO | 622.89 | | 622.89 |
| 1580 - VISUAL COMPUTER SOLUTIONS, INC | PO 31040 POLICE - OE - MAINTENANCE CONTRACTS | 1,348.39 | | 1,348.39 |
| 2141 - VSP VISION CARE | PO 31115 VISION INSURANCE #30065389 - JAN | 274.99 | | 274.99 |
| 2141 - VSP VISION CARE | PO 31116 VISION INSURANCE #30065389 - FEB | 274.99 | | 274.99 |
| 1606 - W.B. MASON COMPANY | PO 30417 OFFICE SUPPLIES | 177.56 | | 177.56 |
| 2962 - WEINER LAW GROUP LLP | PO 30959 LEGAL - OE - MUNICIPAL | 3,132.00 | | 3,132.00 |
| 2296 - WELLS FARGO VENDOR FIN | PO 31065 BUILDINGS & GROUNDS - COPIER LEASE #450- | 599.98 | | 599.98 |
| 1777 - WESTERN PEST SERVICES | PO 30307 BUILDINGS & GROUNDS - BORO HALL - ACCT # | 84.59 | | |
| | PO 30308 BUILDINGS & GROUNDS - RESCUE - RAT - ACC | 136.90 | | |
| | PO 30309 BUILDINGS & GROUNDS - POLICE - RAT - ACC | 113.53 | | |
| | PO 30310 DPW - BUILDING - ACCT #331910 | 246.83 | | 581.85 |
| PREMIUM FUND | | | | |
| 2967 - RAM FINANCIAL GROUP | PO 31062 PREMIUM - OUTSIDE LIEN REDEMPTION-CERT # | 2,800.00 | | 2,800.00 |
| DOG FUND | | | | |
| 146 - MGL PRINTING SOLUTIONS | PO 31057 DOG FUND - 2024 LICENSE TAGS | 148.00 | | 148.00 |
| GENERAL CAPITAL FUND | | | | |
| 2787 - CARAHSOFT TECHNOLOGY CORP | PO 30909 CAPITAL - SECURITY CAMERAS/LOCKS - ORD 2 | 23,234.70 | | 23,234.70 |
| 1993 - GPI | PO 30945 SRTS - 2023-DT-DLA-507 | 52,186.11 | | 52,186.11 |
| WATER UTILITY FUND | | | | |
| 2894 - EQUITABLE FINANCIAL LIFE INS CO | PO 30578 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 384.67 | | |
| | PO 31128 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 48.37 | | 433.04 |
| 176 - EUROFINS ENVIRO TESTING PHILA LLC | PO 30432 WATER - OE - ANAYLSIS | 618.00 | | 618.00 |
| 90 - FIRST ENERGY | PO 30291 WATER- STREET LIGHT - NOV 2024 - ACCT 20 | 3,149.20 | | 3,149.20 |
| 144 - METROPOLITAN LIFE INS CO | PO 31112 WATER - GROUP INSURANCE - DENTAL - POLIC | 346.57 | | 346.57 |
| 590 - PENN BOWER, INC | PO 31081 WATER - OE - REPAIRS/CONTRACTS - REPAIR | 11,507.72 | | 11,507.72 |
| 2438 - STANDARD INSURANCE CO | PO 31132 WATER - GROUP INSURANCE - LIFE/LTD - POL | 63.49 | | 63.49 |
| 169 - STATE OF NJ-DIV PENSIONS&BENE | PO 31099 INSURANCE - GROUP HEALTH - JAN 2025 ID# | 9,138.73 | | 9,138.73 |
| 2141 - VSP VISION CARE | PO 31115 VISION INSURANCE #30065389 - JAN | 61.99 | | 61.99 |
| 2141 - VSP VISION CARE | PO 31116 VISION INSURANCE #30065389 - FEB | 61.99 | | 61.99 |
| SEWER UTILITY FUND | | | | |
| 2894 - EQUITABLE FINANCIAL LIFE INS CO | PO 30579 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 70.70 | | |
| | PO 31129 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 37.29 | | 107.99 |
| 2499 - McGOWAN LLC | PO 31025 SEWER - OE - CONTRACTS - SEWER OPERATOR | 3,900.00 | | 3,900.00 |
| 144 - METROPOLITAN LIFE INS CO | PO 31113 SEWER - GROUP INSURANCE - DENTAL - POLIC | 263.84 | | 263.84 |
| 2438 - STANDARD INSURANCE CO | PO 31133 SEWER - GROUP INSURANCE - LIFE/LTD - POL | 55.13 | | 55.13 |
| 169 - STATE OF NJ-DIV PENSIONS&BENE | PO 31099 INSURANCE - GROUP HEALTH - JAN 2025 ID# | 8,005.30 | | 8,005.30 |
| 2141 - VSP VISION CARE | PO 31115 VISION INSURANCE #30065389 - JAN | 43.95 | | 43.95 |
| 2141 - VSP VISION CARE | PO 31116 VISION INSURANCE #30065389 - FEB | 43.95 | | 43.95 |
| SOLID WASTE UTILITY FUND | | | | |
| 2894 - EQUITABLE FINANCIAL LIFE INS CO | PO 30580 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 39.78 | | |
| | PO 31130 GROUP INSURANCE - LIFE/LTD - POLICY #200 | 19.36 | | 59.14 |
| 144 - METROPOLITAN LIFE INS CO | PO 31114 SOLID WASTE - GROUP INSURANCE - DENTAL - | 139.71 | | 139.71 |
| 2438 - STANDARD INSURANCE CO | PO 31134 GROUP INSURANCE - LIFE/LTD - POLICY #00- | 30.30 | | 30.30 |
| 169 - STATE OF NJ-DIV PENSIONS&BENE | PO 31099 INSURANCE - GROUP HEALTH - JAN 2025 ID# | 4,104.91 | | 4,104.91 |
| 2141 - VSP VISION CARE | PO 31115 VISION INSURANCE #30065389 - JAN | 24.79 | | 24.79 |
| 2141 - VSP VISION CARE | PO 31116 VISION INSURANCE #30065389 - FEB | 24.79 | | 24.79 |
| TOTAL | | | | 2,507,939.24 |
| Total to be paid from Fund 10 CURRENT FUND | | | | |
| | | 2,387,385.90 | | |
| Total to be paid from Fund 22 PREMIUM FUND | | | | |
| | | 2,800.00 | | |
| Total to be paid from Fund 23 DOG FUND | | | | |
| | | 148.00 | | |
| Total to be paid from Fund 30 GENERAL CAPITAL FUND | | | | |
| | | 75,420.81 | | |
| Total to be paid from Fund 60 WATER UTILITY FUND | | | | |
| | | 25,380.73 | | |
| Total to be paid from Fund 62 SEWER UTILITY FUND | | | | |
| | | 12,420.16 | | |
| Total to be paid from Fund 64 SOLID WASTE UTILITY FUND | | | | |
| | | 4,383.64 | | |

List of Bills - (All Funds)

| Vendor | Description | Payment | Check Total |
|--------|--------------|---------|-------------|
| | ----- | | |
| | 2,507,939.24 | | |