

**AGENDA  
COUNCIL MEETING  
OCTOBER 6, 2021**

**140 NORTH BROADWAY  
SOUTH AMBOY, NJ 08879**

**6:00 P.M.**

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1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT
2. OPENING PRAYER AND SALUTE TO THE FLAG
3. ROLL CALL: DATO\_\_\_\_, McLAUGHLIN\_\_\_\_, NOBLE \_\_\_\_, REILLY \_\_\_\_, GROSS\_\_\_\_
4. CERTIFICATION OF MEETING BY COUNCIL PRESIDENT

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**CONSENT AGENDA:**

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution #21-200 through #21-207 are hereby approved. **SECONDED by:** \_\_\_\_\_. **ROLL CALL**

**VOTE:**

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- |            |  |
|------------|--|
| NO. 21-200 | RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS REQUIRED BY THE DEPARTMENT OF THE ARMY FOR THE CONSTRUCTION OF AN INTERMODAL FERRY TERMINAL AND MAINTENANCE DREDGING |
| NO. 21-201 | AUTHORIZATION TO PURCHASE MACK LR64R DAYCAB TANDEM CHASSIS   |
| NO. 21-202 | AUTHORIZATION TO PURCHASE LABRIE AUTOMIZER RIGHT HAND 33 CUBIC YARD SIDELOADER REFUSE BODY   |
| NO. 21-203 | REFUND ZONING APPLICATION FEE - VONA   |
| NO. 21-204 | RESOLUTION AUTHORIZING THE RELEASE OF A CASH BOND TO FRANK MILATTA – 325 AUGUSTA ST.   |
| NO. 21-205 | AUTHORIZATION TO PURCHASE FIRE DEPARTMENT TURNOUT GEAR   |
| NO. 21-206 | AUTHORIZATION TO PURCHASE FUEL TANK – INSTALLATION AND REMOVAL OF OLD TANK   |
| NO. 21-207 | AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR PASSENGER FERRY OPERATOR   |

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**RESOLUTIONS:**

**RESOLUTION NO. 21-208  
APPROVAL AND RELEASE OF MINUTES**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the September 15, 2021 Council Meeting.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution No. 21-208 is hereby approved. **SECONDED by:** \_\_\_\_\_ **ROLL CALL VOTE:**

**RESOLUTION NO. 21-209  
APPROVAL OF BILL LIST**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated September 30, 2021, as presented by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the bills list be appended to the official minutes.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution No. 21-209 is hereby approved. **SECONDED by:** \_\_\_\_\_. **ROLL CALL VOTE:**

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**ORDINANCES:**

**SECOND READING/ADOPTION**

**ORDINANCE NO. 2021-16**

**AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS FOR THE CITY OF SOUTH AMBOY" IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY – 225 HENRY ST. - WLODARCZYK**

**OPEN PUBLIC  
CLOSE PUBLIC**

**MOVED by:** \_\_\_\_\_, of the Council of the City of South Amboy, that Ordinance #2021-16 is hereby adopted. **SECONDED by:** \_\_\_\_\_, **ROLL CALL VOTE:**

**FIRST READING/INTRODUCTION**

**ORDINANCE NO. 2021-19**

**ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH MANHATTAN BEACH PHASE 1 URBAN RENEWAL LLC**

**MOVED by:** \_\_\_\_\_, that Ordinance #2021-19 be introduced on first reading and advertised for second reading which is scheduled for the November 3rd, 2021 meeting. **SECONDED by:** \_\_\_\_\_, **ROLL CALL VOTE**

**ORDINANCE NO. 2021-20**

**ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY  
APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE  
EXECUTION OF A FINANCIAL AGREEMENT WITH SA 101 MAIN STREET URBAN RENEWAL LLC**

**MOVED by:** \_\_\_\_\_, that Ordinance #2021-20 be introduced on first reading and advertised for second reading which is scheduled for the November 3rd, 2021 meeting.

**SECONDED by:** \_\_\_\_\_, **ROLL CALL VOTE**

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**COMMENTS:**

**PUBLIC COMMENTS:**

**RESOLUTION NO. 21-210  
AUTHORIZATION TO MOVE INTO AN EXECUTIVE SESSION**

**WHEREAS**, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b) (1-9) permits the exclusion of the public from a meeting in certain circumstances;

**WHEREAS**, the Council is of the opinion that such circumstances exist.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of South Amboy, County of Middlesex and State of New Jersey, as follows:

1. The general nature of the subject matters to be discussed is as follows:  
  
Personnel/Contract Negotiations
2. It is anticipated at this time that the above stated subject matters will be made public when the matters are concluded or as soon thereafter as it is deemed to be in the public interest to do so.
3. This Resolution shall take effect immediately.

**MOVED by:** \_\_\_\_\_ of the Council of the City of South Amboy, that Resolution No. 21-210 is hereby approved. **SECONDED by:** \_\_\_\_\_. **ROLL CALL VOTE:**

**ADJOURNMENT TO EXECUTIVE SESSION**

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX:**

**RESOLUTION NO. 21-200**

**AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS  
REQUIRED BY THE DEPARTMENT OF THE ARMY FOR THE CONSTRUCTION  
OF AN INTERMODAL FERRY TERMINAL AND MAINTENANCE DREDGING**

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that the Mayor or his designee are hereby authorized to execute any required documentation for the construction of the an Intermodal Ferry Terminal and Maintenance Dredging in regards to Army Permit Number NAN-2020-00587.

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 21-201  
AUTHORIZATION TO PURCHASE MACK LR64R DAYCAB TANDEM CHASSIS**

**WHEREAS**, there is a need to purchase a new garbage truck for the Department of Public Works; and

**WHEREAS**, the MACK LR64R Daycab Tandem Chassis will be purchased through Gabrielli Kenworth of New Jersey, LLC, 2306 US HWY 130 N., Dayton, NJ 08810 ; and

**WHEREAS**, the chassis purchase price is \$168,372.11 and funds are available; and

**WHEREAS**, public bids are not required when the purchase is under the ESCNJ 20/21-55 NJ State approved CO-OP #65-MCESPCS in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator and Chief Financial Officer are hereby authorized and directed to purchase the 2023 Model year MACK LR64R Daycab Tandem Chassis in the total amount of \$168,372.11.

*Certification of Funds*

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$168,372.11 will be available in account: C-04-21-001-011 for Acquisition of 2 Automated Trucks\_.



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Dan Balka, Chief Financial Officer  
Dated:

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 21-202  
AUTHORIZATION TO PURCHASE LABRIE AUTOMIZER RIGHT HAND 33 CUBIC YARD  
SIDELOADER REFUSE BODY**

**WHEREAS**, there is a need to purchase a new garbage truck for the Department of Public Works; and

**WHEREAS**, the LABRIE automizer right hand 33 cubic yard sideloader refuse body will be purchased through Sanitation Equipment Corp., 80 Furler St., Totowa, NJ 07512; and

**WHEREAS**, the LABRIE automizer right hand 33 cubic yard sideloader refuse body purchase price is \$170,548.60 and funds are available; and

**WHEREAS**, public bids are not required when the purchase is under the SOURCEWELL Contract #091219-LEG in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator and Chief Financial Officer are hereby authorized and directed to purchase the LABRIE automizer right hand 33 cubic yard sideloader refuse body in the total amount of \$170,548.60.

*Certification of Funds*

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$170,548.60 will be available in account: C-04-21-001-011 for Acquisition of 2 Automated Trucks\_.



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Dan Balka, Chief Financial Officer  
Dated:

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 21-203  
REFUND OF PERMIT FEE - VONA**

**WHEREAS**, a refund was requested by John Vona, for the fees associated with the zoning application to subdivide lots 10 & 11 on block 58; and

**WHEREAS**, Mr. Vona was provided a zoning application and that application and \$35 application fee was submitted to the building department; and

**WHEREAS**, Mr. Vona should have filled out and submitted a Planning Board application, not a zoning application; and

**WHEREAS**, upon approval the of the governing body Mr. Vona will be refunded the zoning application permit fee in the amount of \$35.00;

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of South Amboy, Middlesex County, New Jersey, that same is hereby authorized to refund John Vona in the amount of \$35.00.

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 21-204  
RESOLUTION AUTHORIZING THE RELEASE OF A  
CASH BOND TO FRANK MILATTA – 325 AUGUSTA ST.**

**WHEREAS**, Frank Milatta/Trovare Contracting LLC issued a Cash Bond pursuant to BA-19-1022- 325 Augusta Street: and,

**WHEREAS**, the City Engineer reported on September 10, 2021 that an inspection of the work was completed, and recommends that the Cash Bond in the amount of \$10,276.75 be released.

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, as follows:

1. The aforesaid Cash Bond of \$10,276.75 shall be released to the applicant; and,
2. A certified copy of this Resolution shall be forwarded by the City Clerk to the City Engineer, Frank Milatta, and Dan Balka, Chief Financial Officer.

**CENTER STATE**  
**ENGINEERING**

481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831

T 732.605.9440 F 732.605.9444

September 10, 2021

**Ms. Deborah Brooks, City Clerk**  
**City of South Amboy**  
140 North Broadway  
South Amboy, NJ 08879

**Re: *Builder's Agreement***  
***BA-19-1022 325 Augusta Street***  
***Block 70 Lot 12***  
***Cash Performance Bond Release***

Dear Ms. Brooks:

In response to the request from Frank Milatta for release of the performance guaranty held by the City of South Amboy posted for the subject Builder's Agreement, this office has inspected the site. The work has been completed to the satisfaction of this office in accordance with the requirements of the City of South Amboy.

Accordingly, it is our recommendation that the City Council release the cash performance guaranty in the amount of \$10,276.75 for this project.

At this time, the inspection escrow account for this project shall remain, pending reconciliation of final invoicing, (approximately 60 days). If you have any questions in this regard, please do not hesitate to contact this office.

Very truly yours,



Mark J. Rasimowicz, PE, PP, CME  
City Engineer

Cc: Glenn Skarzynski, Business Administrator  
Dan Balka, City Chief Financial Officer  
Kristal Manion, Purchasing Agent  
Francis M. Womack III, Esq, City Attorney  
Trovare Contracting – Frank Milatta, Applicant (via email)

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 21-205**

**AUTHORIZATION TO PURCHASE FIRE DEPARTMENT TURNOUT GEAR**

**WHEREAS**, there is a need to purchase new turnout gear for the Fire Department; and

**WHEREAS**, the Morning Pride & Honeywell Firefighter Gear will be purchased through Skylands Area Fire Equipment and Training, 23 Hamburg Turnpike, Unit A, Riverdale, NJ 07457; and

**WHEREAS**, the turnout gear price is \$95,317.74 and funds are available; and

**WHEREAS**, public bids are not required when the purchase is under the NJ State Contract #17-FLEET-00810 in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator and Chief Financial Officer are hereby authorized and directed to purchase the Morning Pride & Honeywell Firefighter Gear in the total amount of \$95,317.74.

*Certification of Funds*

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$95,317.74 will be available in account: C-04-21-001-008 for Acquisition of Turnout Gear & Air Packs.



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Dan Balka, Chief Financial Officer  
Dated:

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 21-206  
AUTHORIZATION TO PURCHASE AND INSTALL FUEL TANK**

**WHEREAS**, there is a need to purchase and install a new Fuel Tank at the DPW and Recycling Yard; and

**WHEREAS**, the Above Ground Fuel Tank will be purchased from R.J. Walsh Associates, Inc., 950 Old York Road, Highstown, NJ 08520; and

**WHEREAS**, the fuel tank price for installation and removal of the old tank is \$207,466.00 and funds are available; and

**WHEREAS**, public bids are not required when the purchase is under the NJ State Contract #A42268 T0849 in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED**, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator and Chief Financial Officer are hereby authorized and directed to purchase the Fuel Tank with installation and removal of the old tank in the total amount of \$207,466.00.

*Certification of Funds*

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$207,466.00 will be available in account: C-04-21-001-013 for Acquisition of Fueling System (\$150,000.00) and T-12-00-000-001 Recycling (\$57,466.00).



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Dan Balka, Chief Financial Officer

Dated:

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**RESOLUTION 21-207  
AUTHORIZING THE AWARD OF A FAIR AND OPEN  
CONTRACT FOR PASSENGER FERRY OPERATOR**

**WHEREAS**, the City of South Amboy has received authorization from the North Jersey Transportation Authority (NJTPA) to move forward with construction of a passenger ferry facility and requires a passenger ferry services operator for the South Amboy; and

**WHEREAS**, said project will be funded in part by federal funds which requires selection of service providers/professional services under the guidelines of the Brooks Act; and

**WHEREAS**, The City of South Amboy advertised a Request for Proposals on June 19, 2021; and

**WHEREAS**, Francis M. Womack III, Law Director, reviewed submissions for the RFP for completeness on the due date of August 4, 2021; and

**WHEREAS**, the selection committee did review and score the RFP submissions based on criteria mandated by the Brooks Act as advertised in the RFP solicitation; and

**WHEREAS**, upon completion of the assessment and subsequent interviews with the respondents the committee unanimously endorsed the submission of New York Waterway as the entity best qualified to provide passenger ferry service for the City of South Amboy; and

**WHEREAS**, the Law Director and the City Administration, entered in to contract negotiations that resulted in a fair and equitable contract between the City of South Amboy and New York Waterway that comports with federal and state requirements; and

**WHEREAS**, the initial term of this contract is (10) ten years; and

**WHEREAS**, in addition, this contract is for professional services and may be awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of South Amboy, in the County of Middlesex, State of New Jersey as follows:

1. A professional services contract with New York Waterway at 4800 Avenue at Port Imperial, Weehawken, New Jersey, 07086 is hereby authorized.
2. The Mayor and Clerk are authorized to sign a professional service contract with New York Waterway in accordance provisions contained therein:
3. The City Clerk in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i), is directed to publish a notice once with an appropriate publication of record stating the nature, duration and service of this contract.
4. The City Clerk shall make copies of this resolution available for public inspection at the South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey 08879.

**MINUTES FOR COUNCIL MEETING SEPTEMBER 15, 2021**

The Meeting held at South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey, was called to order by Councilwoman Noble 6:00 P.M. The City Clerk read the Opening Prayer and all recited the Pledge of Allegiance.

PRESENT: Councilman McLaughlin, Councilwoman Noble, Councilman Reilly, Councilman Gross.

ALSO PRESENT: Mayor Fred Henry, Glenn Skarzynski, Business Administrator, Deborah Brooks, City Clerk, Francis Womack, Director of Law and Dan Balka CFO.

The City Clerk read the Notice of Publication Certification.

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**CONSENT AGENDA:**

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

**MOVED by:** Ms. Noble of the Council of the City of South Amboy, that Resolution #21-192 through #21-194 are hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor

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- NO. 21-192 RESOLUTION AWARDDING CONTRACT FOR 2021 ROAD IMPROVEMENTS – FELTUS AND SIXTH STREETS
- NO. 21-193 A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR REVENUES DERIVED FROM THE IRISH FESTIVAL DONATION TRUST FUND N.J.S.A. 40A:5-29
- NO. 21-194 RESOLUTION AUTHORIZING THE RELEASE OF A CASH BOND TO STEVE RYAN – 157 SECOND ST.

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**RESOLUTIONS:**

**RESOLUTION NO. 21-195**  
**APPROVAL AND RELEASE OF MINUTES**

**BE IT RESOLVED,** that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the September 1, 2021 Council Meeting.

**MOVED by:** Mr. McLaughlin of the Council of the City of South Amboy, that Resolution No. 21-195 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:**

**MOVED by:** Mr. Reilly of the Council of the City of South Amboy, that Resolution No. 21-195 is hereby approved. **SECONDED by:** Ms. Noble. **ROLL CALL VOTE:** Ayes: Noble, Reilly, Gross, Abstain: McLaughlin Absent: Dato

**RESOLUTION NO. 21-196**  
**APPROVAL OF BILL LIST**

**BE IT RESOLVED**, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated September 9, 2021, as presented by the Chief Financial Officer.

**BE IT FURTHER RESOLVED**, that the bills list be appended to the official minutes.

**MOVED by:** Ms. Noble of the Council of the City of South Amboy, that Resolution No. 21-196 is hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor.

**RESOLUTION NO. 21-198**

**RESOLUTION AFFIRMING PLANNING BOARD RESOLUTION PB-6 RECOMMENDING AMENDMENT TO THE CITY OF SOUTH AMBOY MASTER PLAN ELEMENT AND ASSOCIATED ORDINANCES FOR PURPOSES OF UPDATING THE HISTORIC LANDMARK INVENTORY, ADD INDEPENDENCE FIRE COMPANY AS A PRESENTATION ELEMENT DESIGNATED AS A HISTORIC LANDMARK, AND MAKING VARIOUS OTHER AMENDMENTS**

**WHEREAS**, the purpose of the City of South Amboy Historic Preservation Commission is defined in §83-5 of the South Amboy City Code as “to develop and implement the official local historic preservation plan for the City of South Amboy”, and

**WHEREAS**, on February 24, 2021, the members of the Historic Preservation Commission adopted Resolution HPC-1-21 finding:

- that the Independent Fire Company Firehouse “has a special character and a special historical and aesthetic interest and value as part of the development, heritage and cultural characteristics of South Amboy”;
- that it has served as a continuously operated firehouse since 1924;
- that it is an early and important reminder of the development along Broadway in the early 20<sup>th</sup> Century; and
- that it “remains mostly intact since 1924 with small modifications; and

**WHEREAS**, the South Amboy Historic Preservation Commission recommended that the Independence Fire Company Firehouse be added to the Historic Preservation plan element of the City’s master plan, and that it be designated as an Individual Landmark; and

**WHEREAS**, by resolution the South Amboy City Council referred the matter back to the Planning Board to conduct such a study as may be necessary for the purpose of adding the Independence Fire Company Firehouse as a historic landmark pursuant to N.J.S.A. 40:55B-65.1; and

**WHEREAS**, by Planning Board Resolution 6-21 dated June 24, 2021 the Planning Board recommended that the City of South Amboy amend the Master Plan Element and associated ordinances to update the historic landmark inventory, add Independence Fire Company Fire House as a presentation element designated as a historic landmark, and to make various other amendments including the appendixes designating “City of South Amboy Designated Historic Landmarks”, “City of South Amboy Designated Historic Districts”, and City of South Amboy Designated Historic Districts and Structures as identified in the New Jersey Department of Environmental Protection – Historic Preservation Office New Jersey and National Register of Historic Places; and

WHEREAS, the Council supports recommendations of the Planning Board for amending the Master Plan Element and associated ordinances to update the historic landmark inventory to include Independence Fire Company Fire House;

**NOW, THEREFORE, BE IT IS HEREBY RESOLVED** by the South Amboy, City Council, Middlesex County, State of New Jersey, as follows:

1. that recommendations of South Amboy Planning Board resolution PB 6-21 be referred to the City Planner and City Engineer;

that the City take all actions necessary to expeditiously designate Independence Fire Company Fire House as a historic landmark, and to make various other amendments as appropriate, including the appendixes designating “City of South Amboy Designated Historic Landmarks”.

**MOVED by:** Mr. McLaughlin of the Council of the City of South Amboy, that Resolution No. 21-196 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

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**ORDINANCES:**

**SECOND READING/ADOPTION**

**ORDINANCE NO. 2021-15**

**AN ORDINANCE AMENDING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS" FOR THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY – REMOVE DOMBROWSKI – 145 S. PINE AVE., BAIST – 138B AUGUSTA**

**OPEN PUBLIC – No comment  
CLOSE PUBLIC**

**MOVED by:** Ms. Noble, of the Council of the City of South Amboy, that Ordinance #2021-15 is hereby adopted.  
**SECONDED by:** Mr. McLaughlin **ROLL CALL VOTE:** All in favor

**FIRST READING/INTRODUCTION**

**ORDINANCE NO. 2021-17**

**ORDINANCE AUTHORIZING THE ACCEPTANCE OF A TEMPORARY GRADING EASEMENT BY THE CITY OF SOUTH AMBOY FROM MANHATTAN BEACH CLUB LLC FOR PURPOSES RELATED TO THE CONSTRUCTION OF THE PROPOSED FERRY TERMINAL FACILITY**

**MOVED by:** Mr. McLaughlin, that Ordinance #2021-17 be introduced on first reading and advertised for second reading which is scheduled for the October 20th, 2021 meeting.  
**SECONDED by:** Ms. Noble, **ROLL CALL VOTE:** All in favor.

**ORDINANCE NO. 2021-18 – THIS ORDINANCE WAS PULLED FORM THE AGENDA**  
**AN ORDINANCE OF THE CITY OF SOUTH AMBOY**  
**AMENDING THE LINE OF AUTHORITY AND PERSONNEL LEVELS IN THE POLICE DEPARTMENT**

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**COMMENTS:**

Mr. Reilly:

- Thanked the First Responders and Food Pantry for their continued good work and asked for volunteers.
- Noted it was nice to see new volunteers in the First Aid Department.
- With the SAFD good luck down at Wildwood.
- Reported that the SAFD did an excellent job at the 911 ceremony.
- Announced the sale of 50-50 raffle tickets for the FOSA December 18<sup>th</sup> event.
- Confirmed that currently income from the sewer fees was not being used to cover any expenses outside of sewer costs.
- Received updates on the First St. garage and the Pallet operation.
- Reminded everyone that the Council will be bestowing delayed recognition to four individuals that were supposed to have been honored during Government week last year but had been postponed due to COVID.

Ms. Noble:

- Reported she has received many, many compliments from residents about the cleanliness of the downtown beach area. She thanked DPW, Mayor Henry and Mr. Skarzynski for their efforts.

Mr. McLaughlin:

- Wished the SAFD good luck at the convention in Wildwood and was sure they would do us proud!
- Thanked the emergency service workers for their continued good work and noted Mary Porcello was honored by the Governor.
- Congratulated Rob Sekerak for his appointment as the new President of the First Aid Squad.
- Requested moving forward on recognizing the work done during Covid by Lucas Construction and the Food Pantry Volunteers. BA Skarzynski said he would follow up.
- Received an update on the Fourth Street and Catherine Street properties.
- Received a timeline update on the Ferry project from BA Skarsynski.

Mr. Gross:

- Reminded everyone about the upcoming Irish Festival on September 25<sup>th</sup> and noted any funds raised would be donated to local organizations.
- Next years St. Patrick's Day Parade will be on Sunday, March 20<sup>th</sup> with Tom Dempsey as Marshal.
- This Saturday is a beach clean up day - thank you to Jay Elliott, Green Team, Sustainable Communities and DPW for all their help.
- Get Vaccinated! The County is preparing for the possibility of the need for a booster shot.
- Reported he may be missing an October meeting due to knee replacement surgery.

Mayor Henry:

- Congratulated Rob Sekerak on his appointment as President of the First Aid Squad and asked people to consider volunteering, it is a great organization!
- Thanked the SAFD for providing a lovely 911 ceremony - it is hard to imagine we are at the 20 year anniversary of such a sad event.
- October 9<sup>th</sup> is the Yard Sale, October 10<sup>th</sup> is Touch-A-Truck
- September 27<sup>th</sup> the Library will celebrate Hispanic Heritage month.
- The Ferry project is moving along quickly with the release of the funds from the North Jersey Transportation Planning Authority and the state providing an additional \$1,000,000.00!
- To everyone who celebrates a Blessed Yom Kippur.

Mr. Skarzynski:

- Code Enforcement continues its good work and is paying particular attention to the 100 blocks at the moment.
- Thanked Joan Conway, Camille Tooker and the rest of the Arts Alliance on the success of the Art Festival.
- One of our new fire trucks is making its way down to Wildwood and the other is due in a few weeks.
- The two new Chief's cars are registered and going to be fitted out.
- Will be happy to relay the Council and publics appreciation for a job well done to the DPW workers.

**PUBLIC COMMENTS:**

- 1) Greg Babilak, 125 Henry St. asked for and received the timeline and process of the posting of the Meeting agendas from Clerk Brooks
- 2) Brandon Russell asked if there was to be any more discussion on having the meetings live streamed. As previously answered by the Council and BA, it will be brought up at next years budget meetings.

**ADJOURN TO EXECUTIVE SESSION (END OF PUBLIC SESSION) – 7:36PM**

**RESOLUTION NO. 21-197**

**AUTHORIZATION TO MOVE INTO AN EXECUTIVE SESSION**

**WHEREAS**, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b) (1-9) permits the exclusion of the public from a meeting in certain circumstances;

**WHEREAS**, the Council is of the opinion that such circumstances exist.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of South Amboy, County of Middlesex and State of New Jersey, as follows:

1. The general nature of the subject matters to be discussed is as follows:  
  
Litigation:  
Venetian  
161 S. Broadway
2. It is anticipated at this time that the above stated subject matters will be made public when the matters are concluded or as soon thereafter as it is deemed to be in the public interest to do so.
3. This Resolution shall take effect immediately.

**MOVED by:** Mr. McLaughlin of the Council of the City of South Amboy, that Resolution No. 21-197 is hereby approved. **SECONDED by:** Mr. Reilly. **ROLL CALL VOTE:** All in favor.

**ADJOURNMENT OF MEETING:**

On motion by Mr. McLaughlin, seconded by Ms. Noble and passed unanimously, meeting was adjourned at 8:45 pm.

Respectfully submitted,

Deborah Brooks  
Municipal Clerk







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Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>AMER1010 American Signal Company</b>														
21-01849	08/26/21	LED Message Board repair-OEM												
1		LED Message Board repair-OEM	325.00	1-01-25-252-095	B OEM: Maintenance Agreement	R	08/26/21	09/30/21				INV0002571	N	
2			150.00	1-01-25-252-095	B OEM: Maintenance Agreement	R	08/26/21	09/30/21				INV0002571	N	
3			300.00	1-01-25-252-095	B OEM: Maintenance Agreement	R	08/26/21	09/30/21				INV0002571	N	
			<u>775.00</u>											
	Vendor Total:		775.00											
<b>AWARD005 Glenn M. Froehlich - Awards</b>														
21-01533	07/16/21	2021 Cruise Night Trophies												
1		2021 Cruise Night Trophies	546.00	1-01-25-265-299	B Fire Dept: Miscellaneous Other Expenses	R	07/16/21	09/23/21				2021	N	
2			240.00	1-01-25-265-299	B Fire Dept: Miscellaneous Other Expenses	R	07/16/21	09/23/21				2021	N	
			<u>786.00</u>											
	Vendor Total:		786.00											
<b>C0000002 Cablevision of Raritan Valley</b>														
21-01972	09/13/21	9/8/21-10/7/21- City Hall												
1		9/8/21-10/7/21- City Hall	205.79	1-01-31-430-245	B Utilities - Internet	R	09/13/21	09/21/21						N
21-01973	09/13/21	9/8/21-10/7/21-108 S. Stevens												
1		9/8/21-10/7/21-108 S. Stevens	163.90	1-01-31-430-245	B Utilities - Internet	R	09/13/21	09/21/21						N
21-01995	09/15/21	9/8/21-10/7/21-DPW												
1		9/8/21-10/7/21-DPW	224.33	1-01-31-430-245	B Utilities - Internet	R	09/15/21	09/21/21						N
21-02117	09/28/21	9/22/21-10/21/21 102 N Feltus												
1		9/22/21-10/21/21 102 N Feltus	125.39	1-01-31-430-245	B Utilities - Internet	R	09/28/21	09/29/21						N
	Vendor Total:		719.41											
<b>C0000016 Copyshop Office Supply &amp;</b>														
21-02115	09/28/21	Violation Stickers												
1		Violation Stickers	225.00	1-01-22-195-299	B Code: Miscellaneous Other Expenses	R	09/28/21	09/29/21				5571	N	
	Vendor Total:		225.00											

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C0000018 Custom Bandag, Inc.														
21-02008	09/15/21	cat backhoe tire			432.06	21-00007 C 1-01-26-315-235	C	B Vehicle Maint: Tires & Tubes	R	09/09/21	09/21/21		40220700	N
1	cat backhoe tire													
21-02009	09/15/21	police tires			346.18	21-00007 C 1-01-26-315-235	C	B Vehicle Maint: Tires & Tubes	R	09/09/21	09/21/21		40220702	N
1	police tires													
21-02010	09/15/21	police tires			540.08	21-00007 C 1-01-26-315-235	C	B Vehicle Maint: Tires & Tubes	R	09/09/21	09/21/21		40220816	N
1	police tires													
Vendor Total:					1,318.32									
C0000023 Central Jersey Security														
21-02058	09/20/21	water wworks bldg-alarm			119.85	1-01-26-310-150		B B&G: Other Contractual Services	R	09/20/21	09/22/21		95847	N
1	water wworks bldg-alarm													
21-02059	09/20/21	dpw - alarm			119.85	1-01-26-310-150		B B&G: Other Contractual Services	R	09/20/21	09/22/21		95773	N
1	dpw - alarm													
21-02060	09/20/21	independence - alarm			96.00	1-01-26-310-150		B B&G: Other Contractual Services	R	09/20/21	09/22/21		95799	N
1	independence - alarm													
21-02061	09/20/21	city hall - sprinkler system			96.00	1-01-26-310-150		B B&G: Other Contractual Services	R	09/20/21	09/22/21		95772	N
1	city hall - sprinkler system													
Vendor Total:					431.70									
CAESA005 Caesars Atlantic City														
21-02035	09/17/21	2021 NJSLM Convn.-Zusetta Dato			471.00	1-01-20-110-135		B Mayor/Council: Meeting Convention Conf.	R	09/17/21	09/21/21		2237	N
1	2021 NJSLM Convn.-Zusetta Dato													
Vendor Total:					471.00									
D0000009 Dekoff's PA Lock Company														
21-02057	09/20/21	Police Dept-door handle fixed			353.00	1-01-26-310-035		B B&G: Building & Facility Repair	R	09/20/21	09/22/21		M 31611	N
1	Police Dept-door handle fixed													
Vendor Total:					353.00									

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Item Description							Enc Date Date	Date Invoice	Excl
<b>D0000058 Dynamic Testing Service</b>									
21-02104	09/27/21 Breath Alcohol/Urine Screen								
1	Breath Alcohol w/ Confirmation	35.00	1-01-26-310-299		B B&G: Miscellaneous Other Expenses	R	09/27/21 09/30/21	14045	N
2	5 Panel Urine Screen	150.00	1-01-26-310-299		B B&G: Miscellaneous Other Expenses	R	09/27/21 09/30/21	14045	N
		185.00							
Vendor Total:		185.00							
<b>D0000063 Direct Energy Business</b>									
21-02109	09/28/21 September'21 Billing								
1	August'21 Billing	107.50	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212640046860997	N
2	1066552-6th & Feltus	45.06	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212640046860995	N
3	1066553-Pupek/Park/N Stevens	10.87	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212640046860996	N
4	1066561-129 N Broadway	186.30	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212640046860999	N
5	1066558-140 N Broadway	0.00	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21		N
6	1066582-33 Lighthouse Dr	0.00	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871544	N
7	1066581-John St walkway lights	0.00	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871543	N
8	1066579-Sandpiper Dr	55.94	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871542	N
9	1066573-Rosewell & George	142.20	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871539	N
10	1066568-Broadway meter#7639	316.92	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871538	N
11	1066567-Bordentown Ave	11.55	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871537	N
12	1066550-S Feltus	30.34	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871534	N
13	1066566-429 Bordentown	114.13	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871536	N
14	1066576-Broadway and Louisa	289.87	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871541	N
15	1066574-Henry St	342.80	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871540	N
16	1066572-Broadway & 1st St Pole	171.31	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212640076861000	N
17	1066564-108 S Stevens	342.52	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212650046871535	N
18	1066557-102 N Feltus	128.40	1-01-31-430-200		B Utilities - Electric	R	09/28/21 09/29/21	212640046860998	N
		2,295.71							
Vendor Total:		2,295.71							
<b>E0000007 Electronic MeasurementLabs,Inc</b>									
21-02046	09/20/21 Service/Repairs to FD meters								
1	Service/Repairs to FD meters	238.00	1-01-25-265-105		B Fire Dept: Maint of Other Equipment	R	09/20/21 09/22/21	57961	N
2		330.00	1-01-25-265-105		B Fire Dept: Maint of Other Equipment	R	09/20/21 09/22/21	57961	N

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E0000007 Electronic Measurement Labs, Inc Continued								
	21-02046 09/20/21 Service/Repairs to FD meters	Continued						
	3		7.20	1-01-25-265-105	B Fire Dept: Maint of Other Equipment	R 09/20/21 09/22/21	57961	N
			575.20					
	Vendor Total:		575.20					
E0000019 ESI Equipment, Inc.								
	21-01781 08/18/21 Svc Agreement Holmatro Equip							
	1 Svc Agreement Holmatro Equip		0.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	2 Duo Pump Core		322.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	3 Combi Tool Care		116.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	4 7" Cutter Core		116.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	5 27" Spreader		116.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	6 Long Tele Ram Core		77.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	7 6' Core Hose		0.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	8 32' Hose Core - Orange		19.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	9 32' Hose Core - Blue		19.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
	10 SEF 94 - 5 gallon pail		252.00	1-01-25-265-095	B Fire Dept: Maintenance Agreement	R 08/18/21 09/21/21	21-1551	N
			1,037.00					
	Vendor Total:		1,037.00					
EAGLE005 Eagle Point Gun/TJ Morris & Son								
	20-02018 09/23/20 AMMUNITION QUOTATION							
	8 AMMUNITION QUOTATION		2,960.00	0-01-25-240-299	B Police: Miscellaneous Other Expenses	R 09/23/20 09/24/21	154741	N
	Vendor Total:		2,960.00					
EXPRES005 Express Imprintables Inc.								
	21-01783 08/18/21 Clean Communities supplies							
	1 Clean Communities supplies		2,700.00	G-02-41-715-301	B Clean Communities	R 08/18/21 09/27/21	PO# 21-01783	N
	2		374.50	G-02-41-715-301	B Clean Communities	R 08/18/21 09/27/21	PO# 21-01783	N
			3,074.50					





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<b>H0000005 Heyer, Gruef &amp; Associates</b>											
	21-02043 09/17/21 Aug'21 Inv.37723		21-00026 C								
	1 Aug'21 Inv.37723	600.00	1-01-20-165-195		B Engineer: Professional Consultant & Spec	R	09/17/21	09/21/21		37723	N
	Vendor Total:	600.00									
<b>HARDR005 Boardwalk 1000 LLC - Hard Rock</b>											
	21-02119 09/28/21 NJLM event-Christine Noble										
	1 NJLM event-Mickey Gross	320.00	1-01-20-120-135		B Clerk: Meeting Convention Conference	R	09/28/21	09/29/21		2294	N
	2 NJLM event-Glen Skarzynski	320.00	1-01-20-100-135		B Admin: Meeting Convention Conference	R	09/28/21	09/29/21		2293	N
	3 NJLM event-Christine Noble	320.00	1-01-20-120-135		B Clerk: Meeting Convention Conference	R	09/28/21	09/29/21		1240	N
		960.00									
	Vendor Total:	960.00									
<b>HARRY005 Harry Haushalter</b>											
	21-02039 09/17/21 Aug'21 Special Tax Counsel		21-00020 C								
	1 Aug'21 Special Tax Counsel	1,230.00	1-01-20-155-195		B Legal: Professional Consultant & Spec	R	09/17/21	09/21/21		1052	N
	Vendor Total:	1,230.00									
<b>HBARB005 H. Barber &amp; Sons, Inc.</b>											
	21-01608 07/27/21 parts for beach rake										
	1 parts for beach rake	1,187.62	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh	R	07/27/21	09/21/21		BL36256	N
	Vendor Total:	1,187.62									
<b>HOMEN005 Home News Tribune</b>											
	21-01962 09/10/21 Annual Subscription										
	1 Annual Subscription	495.04	1-01-20-120-145		B Clerk: Office Supplies	R	09/10/21	09/21/21		2021-2022	N
	Vendor Total:	495.04									
<b>IMPAC005 IMPACT Technology SolutionsLLC</b>											
	21-02034 09/17/21 Annual Service Agreement										
	1 Annual Service Agreement	1,245.00	1-01-43-490-095		B Municipal Court Maintenance Agreement	R	09/17/21	09/21/21		21-74151	N

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Vendor # Name	PO # PO Date Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Excl
<b>IMPAC005 IMPACT Technology SolutionsLLC Continued</b>								
	21-02034 09/17/21 Annual Service Agreement	349.00	Continued					
	2	1,594.00	1-01-20-120-299	B Clerk: Miscellaneous Other Expenses	R	09/17/21 09/21/21	21-74151	N
	Vendor Total:	1,594.00						
<b>J0000004 Jersey Central Power &amp;Light Co</b>								
	21-02030 09/16/21 Aug'21 Billing							
	1 Aug'21 Billing	144.87	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262545	N
	2 200 001 069 026	979.75	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262556	N
	3 200 001 069 000	426.29	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262554	N
	4 200 000 010 922	255.76	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262552	N
	5 200 000 010 930	242.80	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262553	N
	6 200 001 069 018	1,796.58	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262555	N
	7 200 001 069 034	9,375.22	1-01-31-430-200	B Utilities - Electric	R	09/16/21 09/21/21	95009262557	N
		13,221.27						
	21-02088 09/23/21 New Account-100 139 729 600							
	1 New Account-100 139 729 600	38.81	1-01-31-430-200	B Utilities - Electric	R	09/23/21 09/29/21	95676582237	N
	Vendor Total:	13,260.08						
<b>J00000010 Johnny On The Spot, LLC</b>								
	21-01825 08/24/21 Standard Site for Shred Event							
	1 Standard Site for Shred Event	345.51	1-01-26-306-299	B Recycling: Miscellaneous Other Expenses	R	08/24/21 09/24/21	0006304735	N
	21-01957 09/09/21 Arts Fest 2021 PortaJohn							
	1 Arts Fest 2021 PortaJohn	211.10	1-01-28-373-299	B SA Arts District: Misc Other Expenses	R	09/09/21 09/24/21	0006304736	N
	21-02097 09/27/21 JOTS Unit Maintenance							
	1 JOTS Unit Maintenance	111.95	1-01-28-370-095	B Recreation: Maintenance Agreement	R	09/27/21 09/29/21	0006304450	N
	2 JOTS Unit Maintenance	119.09	1-01-28-370-095	B Recreation: Maintenance Agreement	R	09/27/21 09/29/21	0006304451	N
		231.04						
	Vendor Total:	787.65						



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M0000004 Malouf Ford, Inc.	21-02000 09/15/21 police #403 parts		21-00006 C						
	1 police #403 parts	47.02	1-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		05/12/21	09/21/21	625330	N
	Vendor Total:	47.02							
M0000014 Middlesex County Fire Academy	21-02016 09/15/21 M.Toth-Fire Prevention Inspect								
	1 M.Toth-Fire Prevention Inspect	210.00	1-01-25-265-215	B Fire Dept: School Training Prog	R	09/15/21	09/21/21	02-1801-21	N
	Vendor Total:	210.00							
M0000015 Middlesex County Improvement	21-02064 09/20/21 MUA - HOUSEHOLD COLLECTION								
	1 MUA - HOUSEHOLD COLLECTION	18,893.76	1-01-26-305-130	B Solid Waste: MUA Recycling	R	09/20/21	09/22/21	AR039259	N
	21-02073 09/21/21 MUA - BRUSH - AUGUST 2021								
	1 MUA - BRUSH - AUGUST 2021	289.79	G-02-41-775-301	B Recycling Tonnage Grant	R	09/21/21	09/22/21	AR039276	N
	21-02074 09/21/21 MUA - AUGUST 2021 - RECYCLING								
	1 MUA - AUGUST 2021 - RECYCLING	7,340.00	G-02-41-775-301	B Recycling Tonnage Grant	R	09/21/21	09/22/21	AR039281	N
	Vendor Total:	26,523.55							
M0000022 Middlesex Water Company	21-01996 09/15/21 Account#781370000 S Broadway								
	1 Account#781370000 S Broadway	367.73	1-01-31-430-220	B Utilities - Water	R	09/15/21	09/21/21		N
	Vendor Total:	367.73							
M0000103 Mid-Atlantic Truck Centre, Inc	21-00639 03/25/21 truck#11 - seat repair		21-00005 C						
	1 truck#11 - seat repair	378.47	1-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/06/21	09/21/21	X403001859:03	N
	2 truck#11 - seat repair	0.00	1-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/06/21	09/21/21		N
	3 truck#11 - seat repair	0.00	1-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/06/21	09/21/21		N
	4 truck#11 - seat repair	0.00	1-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh R		01/06/21	09/21/21		N
		378.47							

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M0000103 Mid-Atlantic Truck Centre, Inc Continued													
	21-02062	09/20/21	truck#11 - rocker arm		21-00005 C								
	1		truck#11 - rocker arm	1,390.05	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/06/21	09/23/21		X403029903:01	N
	21-02065	09/20/21	pupmp oil truck#11		21-00005 C								
	1			971.79	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		01/06/21	09/22/21		X403028757:01	N
	21-02067	09/20/21	CREDIT		21-00005 C								
	1		CREDIT	917.50	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		05/12/21	09/22/21		X403028757:01	N
	Vendor Total:			1,822.81									
MSCHW005 M Schwartz & Sons													
	21-02080	09/22/21	Truck 17 Radiator repair										
	1		Truck 17 Radiator repair	1,828.31	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		09/22/21	09/29/21		34462	N
	2			265.31	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		09/22/21	09/29/21		34462	N
	3			254.91	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		09/22/21	09/29/21		34462	N
	Vendor Total:			2,348.53									
N0000002 New Jersey State League of													
	21-01740	08/11/21	NJLM - NOV 2021-16TH,17TH,18TH										
	1		NJLM - NOV 2021-16TH,17TH,18TH	60.00	1-01-26-290-135		B Streets/Roads: Meeting Convention Conf R		08/11/21	09/21/21		3897	N
	Vendor Total:			60.00									
N0000003 National Fence Systems, Inc.													
	21-01756	08/16/21	POSTS FOR SPEED SIGNS										
	1		POSTS FOR SPEED SIGNS	652.83	1-01-26-310-035		B B&G: Building & Facility Repair R		08/16/21	09/21/21		0243549-IN	N
	Vendor Total:			652.83									
N0000005 New Jersey Fire Equipment Co.													
	21-01700	08/09/21	Fire Dept - SCBA gear										
	1		Fire Dept - SCBA gear	329,940.00	C-04-21-001-008		B Acquisition of Turn Out Gear & Air Packs R		08/09/21	09/30/21		66845	N
	2			0.00	C-04-21-001-008		B Acquisition of Turn Out Gear & Air Packs R		08/09/21	09/30/21		66845	N
	3			48,852.00	C-04-21-001-008		B Acquisition of Turn Out Gear & Air Packs R		08/09/21	09/30/21		66845	N

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<b>N0000005 New Jersey Fire Equipment Co. Continued</b>											
	21-01700 08/09/21 Fire Dept - SCBA gear				Continued						
	4	0.00	C-04-21-001-008		B Acquisition of Turn Out Gear & Air Packs R		08/09/21	09/30/21		66845	N
	5	17,766.00	C-04-21-001-008		B Acquisition of Turn Out Gear & Air Packs R		08/09/21	09/30/21		66845	N
	6	0.00	C-04-21-001-008		B Acquisition of Turn Out Gear & Air Packs R		08/09/21	09/30/21		66845	N
		<u>396,558.00</u>									
	Vendor Total:	396,558.00									
<b>N0000008 New Jersey Planning Officials</b>											
	21-01934 09/08/21 Mandatory Training Course										
	1 Mandatory Training Course	121.00	1-01-21-180-140		B Planning Board: Memberships	R	09/08/21	09/21/21		51718	N
	Vendor Total:	121.00									
<b>P0000009 Public Service Electric &amp; Gas</b>											
	21-01975 09/13/21 Aug'21 Billing										
	1 Aug'21 Billing	175.29	1-01-31-430-230		B Utilities - Natural Gas	R	09/13/21	09/21/21		5031000922220	N
	Vendor Total:	175.29									
<b>PARTS005 Parts Authority, LLC</b>											
	21-02001 09/15/21 fire chief exp parts		21-00004 C								
	1 fire chief exp parts	86.45	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		04/12/21	09/21/21		300-272399	N
	21-02002 09/15/21 fire chief parts		21-00004 C								
	1 fire chief parts	86.45	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		04/12/21	09/21/21		307-157074	N
	21-02003 09/15/21 credit		21-00004 C								
	1 credit	12.70	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		05/12/21	09/21/21		301-019095	N
	21-02004 09/15/21 truck#11 battery		21-00004 C								
	1 truck#11 battery	224.54	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		04/12/21	09/21/21		301-119283	N
	21-02005 09/15/21 shop supply		21-00004 C								
	1 shop supply	144.30	1-01-26-315-100		B Vehicle Mainten Maintenance of Motor Veh R		04/12/21	09/21/21		144.30	N

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PARTS005 Parts Authority, LLC Continued									
21-02006	09/15/21 police#402 fan belt		21-00004 C						
	1 police#402 fan belt	50.12	1-01-26-315-100	B Vehicle Mainten	R	04/12/21	09/21/21	301-119352	N
21-02056	09/20/21 Silicone Gasket Sealer-supply		21-00004 C						
	1 Silicone Gasket Sealer-supply	22.26	1-01-26-315-100	B Vehicle Mainten	R	04/12/21	09/22/21	301-119727	N
	Vendor Total:	601.42							
QBESPO05 QBE Specialty Insurance									
21-02114	09/28/21 RE: Claim No: QM-1727								
	1 RE: Claim No: QM-1727	6,276.80	1-01-20-155-195	B Legal: Professional Consultant & Spec	R	09/28/21	09/29/21	11/13/20	N
	2 3/3/21	6,786.00	1-01-20-155-195	B Legal: Professional Consultant & Spec	R	09/28/21	09/29/21	3/3/21	N
	3 4/21/21	4,473.00	1-01-20-155-195	B Legal: Professional Consultant & Spec	R	09/28/21	09/29/21	4/21/21	N
	4 5/6/21	19,013.36	1-01-20-155-195	B Legal: Professional Consultant & Spec	R	09/28/21	09/29/21	5/6/21	N
	5 9/22/21	225.00	1-01-20-155-195	B Legal: Professional Consultant & Spec	R	09/28/21	09/29/21	9/22/21	N
		36,774.16							
	Vendor Total:	36,774.16							
R0000001 Kenneth R. Sumski-R&R Printing									
21-02095	09/27/21 Pet Information-Irish Festival								
	1 Pet Information-Irish Festival	75.00	1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/27/21	09/29/21	21208	N
	Vendor Total:	75.00							
R0000015 Reliable Fire Protection									
21-01999	09/15/21 Enterprise FH								
	1 Enterprise FH	704.35	1-01-26-310-150	B B&G: Other Contractual Services	R	09/15/21	09/21/21	391144	N
21-02015	09/15/21 Independence FH								
	1 Independence FH	490.75	1-01-26-310-150	B B&G: Other Contractual Services	R	09/15/21	09/21/21	391136	N
	Vendor Total:	1,195.10							

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REISI005 Reisinger Oxygen Service, Inc.										
	21-01960 09/10/21 02 REPLENISHMENT									
	1 02 REPLENISHMENT		152.05 1-01-25-240-150	B Police: Other Contractual Services	R	09/10/21	09/21/21		171672	N
	Vendor Total:		152.05							
RHART005 Richard Hart										
	21-01534 07/16/21 2021 DJ/MC for Car Shows (6)									
	1 2021 DJ/MC for Car Shows (6)		1,300.00 1-01-30-420-299	B Celebration: Misc Other Expenses	R	07/16/21	09/23/21		1254	N
	Vendor Total:		1,300.00							
S0000150 Sunbelt Rentals, Inc.										
	21-01998 09/15/21 3 light towers- Irish Festival									
	1 3 Light Towers- Irish Festival		525.00 1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/15/21	09/28/21		117669015	N
	2 Transport Surcharge		52.80 1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/15/21	09/28/21		117669015	N
	3 Enviromental/Hazmat Fee		10.23 1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/15/21	09/28/21		117669015	N
	4 Fuel Charge		488.25 1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/15/21	09/28/21		117669015	N
	5 Protection Plan		78.75 1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/15/21	09/28/21		117669015	N
	6 Delivery/Pick Up		330.00 1-01-30-420-299	B Celebration: Misc Other Expenses	R	09/15/21	09/28/21		117669015	N
			1,485.03							
	Vendor Total:		1,485.03							
T0000003 The Hose Shop, Inc.										
	21-02066 09/20/21 HOSE - CAT BACKHOE									
	1 HOSE - CAT BACKHOE		3.05 21-00010 C 1-01-26-315-100	B Vehicle Mainten Maintenance of Motor Veh	R	01/06/21	09/22/21		00218289	N
	Vendor Total:		3.05							
T0000020 Tropicana Casino & Hotel										
	21-02118 09/28/21 NJLM event for Kathleen Garcia									
	1 NJLM event for Kathleen Garcia		124.00 1-01-20-145-135	B Revenue: Meeting Convention Conference	R	09/28/21	09/29/21		1092	N
	Vendor Total:		124.00							

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Item Description							Enc Date Date		Date Invoice	Exc1
<b>T0000091 The Hartford</b>										
21-02053	09/20/21 '21-'22 Special Risk Accident									
1	'21-'22 Special Risk Accident	841.50		1-01-23-210-299	B Liability Ins: Misc Other Expenses	R	09/20/21	09/22/21		N
	Vendor Total:	841.50								
<b>TACTI005 Tactical Public Safety, LLC.</b>										
21-01966	09/13/21 September 2021 payment			21-00029 C						
1	September 2021 payment	1,472.03		1-01-25-240-150	B Police: Other Contractual Services	R	06/09/21	09/21/21	9.21 MNTC	N
2		157.83		1-01-25-252-095	B OEM: Maintenance Agreement	R	06/09/21	09/21/21	9.21,NTC	N
3		258.84		1-01-25-260-299	B Aid to Vol Ambulance: Misc Other Expense	R	06/09/21	09/21/21	9.21,NTC	N
4		991.15		1-01-25-265-105	B Fire Dept: Maint of Other Equipment	R	06/09/21	09/21/21	9.21,NTC	N
5		284.09		1-01-26-290-105	B Streets/Roads: Maint of Other Equip	R	06/09/21	09/21/21	9.21,NTC	N
		3,163.94								
	Vendor Total:	3,163.94								
<b>TIGHT005 Tightrope Media Systems, Inc.</b>										
21-01994	09/14/21 Hardware Assurance'21-'23									
1	Hardware Assurance'21-'23	590.00		1-01-20-100-095	B Admin: Maintenance Agreement	R	09/14/21	09/21/21	25708-INV	N
		590.00		1-01-20-110-299	B Mayor/Council: Misc Other Expenses					
		590.00		1-01-20-120-299	B Clerk: Miscellaneous Other Expenses					
		590.00		1-01-28-370-095	B Recreation: Maintenance Agreement					
		2,360.00								
	Vendor Total:	2,360.00								
<b>TWINR005 Twin River Management Group,</b>										
21-02120	09/28/21 NJLM event for D.Brooks									
1	NJLM event for D.Brooks	274.00		1-01-20-120-135	B Clerk: Meeting Convention Conference	R	09/28/21	09/29/21	1087	N
	Vendor Total:	274.00								
<b>UNIFI005 UniFirst Corporation</b>										
21-02011	09/15/21 uniform rental-1260084899			21-00009 C						
1	uniform rental-1260084899	151.08		1-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/06/21	09/21/21	1260084899	N

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UNIFI005 UniFirst Corporation		Continued								
	21-02014 09/15/21 uniform rental - 1260082024	21-00009 C								
	1 uniform rental -1260082024		136.56	1-01-26-290-045	B Streets/Roads: Clothing & Uniforms	R	01/06/21	09/21/21	1260082024	N
	Vendor Total:		287.64							
V0000001 Verizon										
	21-01977 09/13/21 9/6/2021 732-525-0192									
	1 9/6/2021 732-525-0192		205.05	1-01-31-430-240	B Utilities - Telephone	R	09/13/21	09/21/21		N
	21-02086 09/23/21 9/15/21 450-717-047-0001-08									
	1 9/15/21 450-717-047-0001-08		6.55	1-01-31-430-240	B Utilities - Telephone	R	09/23/21	09/29/21		N
	21-02087 09/23/21 9/15/21 250-717-101-0001-94									
	1 9/15/21 250-717-101-0001-94		1,676.26	1-01-31-430-240	B Utilities - Telephone	R	09/23/21	09/29/21		N
	Vendor Total:		1,887.86							
V0000002 Verizon Wireless										
	21-02055 09/20/21 Aug'21 inv.9888442464	21-00015 C								
	1 Aug'21 inv.9888442464		2,357.90	1-01-31-430-240	B Utilities - Telephone	R	01/14/21	09/22/21	9888442464	N
	Vendor Total:		2,357.90							
VERIZ020 Verizon - broadband										
	21-01867 09/07/21 8/21/21 556-699-343-0001-93									
	1 8/21/21 556-699-343-0001-93		69.00	1-01-31-430-245	B Utilities - Internet	R	09/07/21	09/21/21		N
	21-01978 09/13/21 9/5/21 556-711-000-0001-90									
	1 9/5/21 556-711-000-0001-90		84.99	1-01-31-430-245	B Utilities - Internet	R	09/13/21	09/21/21		N
	21-01980 09/13/21 9/6/21 656-679-131-0001-09									
	1 9/6/21 656-679-131-0001-09		105.33	1-01-31-430-245	B Utilities - Internet	R	09/13/21	09/21/21		N
	21-01981 09/13/21 9/7/21 656-679-478-0001-59									
	1 9/7/21 656-679-478-0001-59		105.33	1-01-31-430-245	B Utilities - Internet	R	09/13/21	09/21/21		N

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VERIZ020	Verizon - broadband					Continued								
21-01983		09/13/21	9/1/21	156-706-876-0001-87										
		1 9/1/21		156-706-876-0001-87	69.00	1-01-31-430-245		B Utilities - Internet	R	09/13/21	09/21/21			N
21-01985		09/13/21	9/3/21	356-707-910-0001-08										
		1 9/3/21		356-707-910-0001-08	69.00	1-01-31-430-245		B Utilities - Internet	R	09/13/21	09/21/21			N
21-01986		09/13/21	9/1/21	756-711-330-0001-65										
		1 9/1/21		756-711-330-0001-65	69.00	1-01-31-430-245		B Utilities - Internet	R	09/13/21	09/21/21			N
21-01988		09/13/21	9/1/21	756-696-266-0001-17										
		1 9/1/21		756-696-266-0001-17	69.00	1-01-31-430-245		B Utilities - Internet	R	09/13/21	09/21/21			N
21-01989		09/13/21	9/1/21	656-711-305-0001-00										
		1 9/1/21		656-711-305-0001-00	69.00	1-01-31-430-245		B Utilities - Internet	R	09/13/21	09/21/21			N
21-01990		09/13/21	9/1/21	356-704-905-0001-36										
		1 9/1/21		356-704-905-0001-36	69.00	1-01-31-430-245		B Utilities - Internet	R	09/13/21	09/21/21			N
21-01997		09/15/21	9/2/21	556-641-848-0001-61										
		1 9/2/21		556-641-848-0001-61	124.00	1-01-31-430-245		B Utilities - Internet	R	09/15/21	09/21/21			N
21-02017		09/15/21	9/8/21	556-681-945-0001-10										
		1 9/8/21		556-681-945-0001-10	115.99	1-01-31-430-245		B Utilities - Internet	R	09/15/21	09/21/21			N
21-02018		09/15/21	9/8/21	656-680-576-0001-33										
		1 9/8/21		656-680-576-0001-33	105.33	1-01-31-430-245		B Utilities - Internet	R	09/15/21	09/21/21			N
21-02021		09/16/21	9/10/21	356-712-508-0001-55										
		1 9/10/21		356-712-508-0001-55	84.99	1-01-31-430-245		B Utilities - Internet	R	09/16/21	09/21/21			N
21-02022		09/16/21	9/10/21	656-711-378-0001-77										
		1 9/10/21		656-711-378-0001-77	84.99	1-01-31-430-245		B Utilities - Internet	R	09/16/21	09/21/21			N
21-02023		09/16/21	9/9/21	156-682-080-0001-58										
		1 9/9/21		156-682-080-0001-58	105.33	1-01-31-430-245		B Utilities - Internet	R	09/16/21	09/21/21			N

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VERIZ020 Verizon - broadband					Continued							
21-02051	09/20/21	9/14/21	756-745-729-0001-96									
1	9/14/21	756-745-729-0001-96	69.00	1-01-31-430-245	B Utilities - Internet	R	09/20/21	09/22/21				N
21-02052	09/20/21	9/13/21	356-696-881-001-65									
1	9/13/21	356-696-881-001-65	69.00	1-01-31-430-245	B Utilities - Internet	R	09/20/21	09/22/21				N
21-02084	09/23/21	9/15/21	156-687-583-0001-34									
1	9/15/21	156-687-583-0001-34	79.66	1-01-31-430-245	B Utilities - Internet	R	09/23/21	09/29/21				N
21-02085	09/23/21	9/15/21	756-694-186-0001-35									
1	9/15/21	756-694-186-0001-35	69.00	1-01-31-430-245	B Utilities - Internet	R	09/23/21	09/29/21				N
21-02098	09/27/21	9/21/21	556-699-343-0001-93									
1	9/21/21	556-699-343-0001-93	69.00	1-01-31-430-245	B Utilities - Internet	R	09/27/21	09/29/21				N
2			5.00	1-01-31-430-245	B Utilities - Internet	R	09/27/21	09/29/21				N
			74.00									
21-02099	09/27/21	9/20/21	756-698-687-0001-63									
1	9/20/21	756-698-687-0001-63	79.66	1-01-31-430-245	B Utilities - Internet	R	09/27/21	09/29/21				N
21-02100	09/27/21	9/20/21	756-698-143-0001-04									
1	9/20/21	756-698-143-0001-04	69.00	1-01-31-430-245	B Utilities - Internet	R	09/27/21	09/29/21				N
Vendor Total:				1,908.60								
W0000017 W.B. Mason												
21-01686	08/05/21		NOTEBOOK									
4			RETRACTABLE COUNTERFIET PEN	14.19	1-01-20-145-145	B Revenue: Office Supplies	R	08/05/21	09/30/21		223549446	N
21-01920	09/08/21		WHITE OUT - DPW OFFICE									
1			WHITE OUT - DPW OFFICE	24.40	1-01-26-290-145	B Streets/Roads: Office Supplies	R	09/08/21	09/21/21		S117212914	N
21-01926	09/08/21		Avery Tent Cards									
1			Avery Tent Cards	35.08	1-01-21-180-145	B Planning Board: Office Supplies	R	09/08/21	09/21/21		S117214370	N
21-01929	09/08/21		Supplies									
1			Rubber Fingers Med/Lg	2.18	1-01-43-490-145	B Court: Office Supplies	R	09/08/21	09/21/21		223219446	N

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w0000017 W.B. Mason				Continued										
21-01929	09/08/21	Supplies		Continued										
2		Toner 64A (CC364A)	150.60	1-01-43-490-145	B Court: Office Supplies	R	09/08/21	09/21/21				223219446	N	
3		Shipping Labels Laser	<u>21.21</u>	1-01-43-490-145	B Court: Office Supplies	R	09/08/21	09/21/21				223219446	N	
			173.99											
21-01935	09/09/21	Copy Paper												
1		Copy Paper	239.76	1-01-20-100-145	B Admin: Office Supplies	R	09/09/21	09/21/21				223224876	N	
21-01955	09/09/21	Administration Supplies												
1		Administration Supplies	34.12	1-01-20-100-145	B Admin: Office Supplies	R	09/09/21	09/21/21				5117492706	N	
21-02027	09/16/21	Tax/Sewer/Revenue Supplies												
1		Tax/Sewer/Revenue Supplies	8.48	1-01-20-145-145	B Revenue: Office Supplies	R	09/16/21	09/27/21				223470235	N	
			8.48	1-01-20-150-145	B Assessor: Office Supplies									
			8.48	1-01-26-307-145	B Sewer: Office Supplies									
			8.49	1-01-27-331-145	B Vital: Office Supplies									
2		DISINFECTING WIPES	3.75	1-01-20-145-145	B Revenue: Office Supplies	R	09/16/21	09/27/21				223470235	N	
			3.75	1-01-20-150-145	B Assessor: Office Supplies									
			3.75	1-01-26-307-145	B Sewer: Office Supplies									
			3.73	1-01-27-331-145	B Vital: Office Supplies									
3		HAND SANITIZER 20OZ	2.75	1-01-20-145-145	B Revenue: Office Supplies	R	09/16/21	09/27/21				223470235	N	
			2.75	1-01-20-150-145	B Assessor: Office Supplies									
			2.75	1-01-26-307-145	B Sewer: Office Supplies									
			2.74	1-01-27-331-145	B Vital: Office Supplies									
4		IDEAL PAPER CLIPS LARGE	0.48	1-01-20-145-145	B Revenue: Office Supplies	R	09/16/21	09/27/21				223470235	N	
			0.48	1-01-20-150-145	B Assessor: Office Supplies									
			0.48	1-01-26-307-145	B Sewer: Office Supplies									
			0.48	1-01-27-331-145	B Vital: Office Supplies									
5		IDEAL PAPER CLIPS SMALL	0.36	1-01-20-150-145	B Assessor: Office Supplies	R	09/16/21	09/27/21				223470235	N	
			0.36	1-01-26-307-145	B Sewer: Office Supplies									
			0.36	1-01-27-331-145	B Vital: Office Supplies									
			<u>0.34</u>	1-01-20-145-145	B Revenue: Office Supplies									
			63.24											
21-02071	09/20/21	Office Supplies-Clerk												
1		Office Supplies-Clerk	320.38	1-01-20-120-145	B Clerk: Office Supplies	R	09/20/21	09/30/21				223553464	N	

September 30, 2021  
12:50 PM

CITY OF SOUTH AMBOY  
Bill List By Vendor Id

Page No: 23

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
W0000017	W.B. Mason					Continued								
		21-02072	09/20/21	Office Supplies-Clerk										
				1 Office Supplies-Clerk	34.12	1-01-20-120-145		B Clerk: Office Supplies	R	09/20/21	09/30/21		223553417	N
				Vendor Total:	939.28									
Total Purchase Orders:		143	Total P.O. Line Items:		233	Total List Amount:		549,247.30	Total Void Amount:		0.00			

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	2,960.00	0.00	2,960.00	0.00	0.00	2,960.00
CURRENT FUND	1-01	136,710.35	0.00	136,710.35	0.00	0.00	136,710.35
CAPITAL FUND	C-04	396,558.00	0.00	396,558.00	0.00	0.00	396,558.00
GRANT FUND	G-02	12,326.51	0.00	12,326.51	0.00	0.00	12,326.51
CDBG TRUST	G-13	288.39	0.00	288.39	0.00	0.00	288.39
	Year Total:	12,614.90	0.00	12,614.90	0.00	0.00	12,614.90
OTHER TRUST	T-12	404.05	0.00	404.05	0.00	0.00	404.05
Total of All Funds:		549,247.30	0.00	549,247.30	0.00	0.00	549,247.30

**CITY OF SOUTH AMBOY  
COUNTY OF MIDDLESEX**

**ORDINANCE NO. 2021-16**

**AN ORDINANCE AMENDING AND SUPPLEMENTING  
ORDINANCE NO. 1036 ENTITLED "PARKING AND  
TRAFFIC REGULATIONS FOR THE CITY OF SOUTH  
AMBOY" IN THE COUNTY OF MIDDLESEX AND  
STATE OF NEW JERSEY – 225 HENRY ST. -  
WLODARCZYK**

**BE AND IT IS HEREBY ORDAINED** by the Council for the City of South Amboy, Middlesex County, New Jersey, on the Ordinance No. 1036, entitled "Parking and Traffic Regulations for the City of South Amboy" is hereby amended and supplemented as follows:

Add the Following:

ARTICLE V            Handicapped Parking

Section 5-1 Special Parking for Handicapped

Section X    Handicapped Parking

Add the Following:

NAME OF STREET

LOCATION

Henry Street

Sign to be placed 317 feet from the curb line of South Broadway/Henry St., starting with the curb even with South Broadway, up to in front of the residence at 225 Henry Street.

The invalidity of any section or provision of this ordinance shall not invalidate any other section or provision thereof.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This ordinance shall take effect after final passage and publication as provided by law.

The Municipal Clerk shall serve a certified true copy of this Ordinance upon the South Amboy Police Department.

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Deborah Brooks  
Municipal Clerk

Introduced on First Reading: September 1, 2021  
First Publication: September 10, 2021  
Approved on Final Reading: October 6, 2021  
Final Publication:



# City of South Amboy

140 North Broadway • South Amboy, New Jersey 08879

Phone: (732) 727-4600

Fax: (732) 727-6139

October 1, 2021

Deborah Brooks, City Clerk  
City of South Amboy  
140 North Broadway  
South Amboy, New Jersey 08879

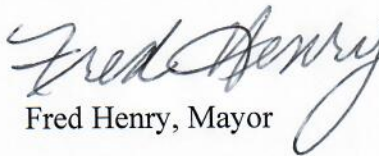
**Re: SA 101 Main Street Urban Renewal LLC (the "Entity")**

Dear Ms. Brooks:

I reviewed the application, proposed financial agreement and related documents submitted by the Entity for the proposed redevelopment of the property identified as Block 160, Lot 1 on the current tax map of the City and commonly known as 101 Main Street (the "Project Area"). The Entity, the designated redeveloper of the Project Area, proposes to construct a project consisting of an approximately 300,000 square foot warehouse and light industrial facility (the "Project").

I believe that this Project is a desirable and needed improvement in the City. Therefore, I recommend that the application be favorably considered by the City Council for the Entity, provided that all legal prerequisites have been met.

Sincerely yours,

  
Fred Henry, Mayor

**ORD 2021-20**

**ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH SA 101 MAIN STREET URBAN RENEWAL LLC**

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

**WHEREAS**, by resolutions duly adopted, the City Council designated certain properties within the City, including without limitation, the parcels currently identified on the tax maps of the City as Block 160, Lot 1 and commonly known as 101 Main Street (the “**Project Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

**WHEREAS**, in accordance with the Redevelopment Law, and by ordinances duly adopted, the City Council adopted various redevelopment plans for the Project Area; and

**WHEREAS**, the South Amboy Redevelopment Agency (“**SARA**”), which was established as an instrumentality of the City, is responsible for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, on June 3, 2021, SARA adopted a resolution designating SA 101 Main Street Urban Renewal LLC (the “**Entity**”) as the “redeveloper”, as that term is defined under the Redevelopment Law, of the Project Area subject to Entity’s acquisition of the Project Area; and

**WHEREAS**, the Entity is the contract purchaser of the Project Area; and

**WHEREAS**, the City and the Entity will enter into a Redevelopment Agreement (the “**Redevelopment Agreement**”), pursuant to which the Entity will redevelop the Project Area by constructing thereon a project consisting of: (a) an approximately 300,000 square foot warehouse and light industrial facility with approximately forty-seven (47) loading positions and space to store approximately seventy-two (72) trailers, and (b) certain on and off-site public and other infrastructure improvements (the “**Project**”); and

**WHEREAS**, in order to enhance the economic viability of and opportunity for a successful Project, the Entity submitted to the Mayor of the City (the “**Mayor**”) an application (the “**Application**”), which is on file with the City Clerk, seeking tax exemption in connection with the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Long Term Tax Exemption Law**”), in exchange for which the Entity proposes to make payments to the City in lieu of taxes; and

**WHEREAS**, the Entity also submitted to the Mayor a form of financial agreement (the “**Financial Agreement**”), a copy of which is attached as Exhibit 19 to the Application, establishing the rights, responsibilities and obligations of the Entity; and

**WHEREAS**, the Mayor submitted the Application and Financial Agreement to the City Council with his recommendation for approval, a copy of which recommendation is on file with the City Clerk; and

**WHEREAS**, the City Council has determined that the Project represents an undertaking permitted by the Long Term Tax Exemption Law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AS FOLLOWS:**

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Application and Financial Agreement are hereby approved.
3. The Mayor is hereby authorized to execute the Financial Agreement substantially in the form attached as Exhibit 19 to the Application, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor in his discretion in consultation with counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the Financial Agreement..
4. The Clerk of the City is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the City upon such document.
5. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereof shall not affect the remaining parts of this ordinance.
6. This ordinance shall take effect in accordance with applicable law.

## FINANCIAL AGREEMENT

**THIS FINANCIAL AGREEMENT** (hereinafter “**Agreement**” or “**Financial Agreement**”), made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **SA 101 MAIN STREET URBAN RENEWAL LLC** (the “**Entity**”), a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, *N.J.S.A. 40A:20-1, et seq.* (the “**Long Term Tax Exemption Law**”), with offices at 32 Mount Kemble Ave, Morristown, New Jersey 07960 and the **CITY OF SOUTH AMBOY**, a municipal corporation of the State of New Jersey in the County of Middlesex with offices located at 140 North Broadway, South Amboy, New Jersey 08879 (the “**City**”, and together with the Entity, the “**Parties**”).

### W I T N E S S E T H:

**WHEREAS**, the City of South Amboy in the County of Middlesex, New Jersey (the “**City**”) is authorized under the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the City constitute an area in need of redevelopment and to adopt redevelopment plans therefor; and

**WHEREAS**, the City previously designated certain properties within the City, including the parcel identified as Block 160, Lot 1 on the City’s tax maps and commonly known as 101 Main Street (the “**Land**” or “**Project Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the laws which preceded it; and

**WHEREAS**, on July 5, 1995, by Ordinance No. 20-95, the City adopted a redevelopment plan known as the “Northern Waterfront Redevelopment Plan” (the “**Original Redevelopment Plan**”) for certain property in the City including the Project Site; and

**WHEREAS**, on July 15, 2020, the City adopted Ordinance No. 08-2020 to, among other things, amend the Original Redevelopment Plan to permit light industrial uses, and to provide associated bulk standards therefor, applicable to the Project Site (the “**Redevelopment Plan**”); and

**WHEREAS**, the Entity is the contract purchaser of the Project Site; and

**WHEREAS**, the South Amboy Redevelopment Agency (the “**Agency**”) and the Entity entered into that Redevelopment Agreement, dated \_\_\_\_\_, 2021 (the “**Redevelopment Agreement**”), pursuant to which, among other things, the Entity agreed to redevelop the Project Site by constructing thereon a project consisting of: (a) an approximately 300,000 square foot warehouse and light industrial facility with approximately forty-seven (47) loading positions and space to store approximately seventy-two (72) trailers, and (b) certain on and off-site public and other infrastructure improvements (the “**Project**”); and

**WHEREAS**, pursuant to, and in accordance with, the provisions of the Redevelopment Law and the Long Term Tax Exemption Law, the City is authorized to provide for a tax exemption within a redevelopment area and for payments in lieu of taxes; and

**WHEREAS**, in order to enhance the economic viability of, and opportunity for, a successful project, the City will enter into this Agreement with the Entity governing the payments made to the City in lieu of taxes on the Project pursuant to the Long Term Tax Exemption Law and the Redevelopment Law; and

**WHEREAS**, in accordance with the Long Term Tax Exemption Law, the Entity filed an application, which is incorporated herein by reference (the **“Application”**), with the City for approval of a long term tax exemption for the Improvements (as defined herein); and

**WHEREAS**, upon review of the Application, the City has made the following findings:

A. Relative Benefits of the Project:

The Project will provide the region with a new state-of-the-art light industrial/warehouse building. The Project Area is currently underutilized and could benefit from a facility upgrade that generates revenues and creates jobs. The Project is expected to produce approximately 500 construction jobs and approximately 150-200 permanent jobs.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

The Entity is making a significant equity contribution toward the cost of the Project. In order to improve the economic viability of the development of the Project, the City has agreed to provide the tax exemption for the Project pursuant to this Agreement. The stability and predictability of the Annual Service Charge (as defined herein) will make the Project more competitive and assist the Entity to undertake the Project in the City.

**WHEREAS**, the City Council on \_\_\_\_\_, 2021 adopted an ordinance approving the Application and authorizing the execution of this Agreement (the **“Ordinance”**), a copy of which is attached hereto as **Exhibit B**; and

**WHEREAS**, in order to set forth the terms and conditions under which the Entity and the City shall carry out their respective obligations with respect to the payment of the Annual Service Charge by the Entity, in lieu of real property taxes on improvements to the Project Area, the Parties have determined to execute this Financial Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

**ARTICLE I**  
**GENERAL PROVISIONS**

**Section 1.01 Governing Law.** This Financial Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Redevelopment Law and such other statutes as may be the sources of relevant authority, and (b) the Ordinance. It is expressly understood and agreed that the City relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

**Section 1.02 General Definitions.** The following terms shall have the meaning assigned to such term in the preambles hereof:

<u>Agency</u>	<u>Ordinance</u>
<u>Agreement/Financial Agreement</u>	<u>Original Redevelopment Plan</u>
<u>Application</u>	<u>Parties</u>
<u>City</u>	<u>Project</u>
<u>City Council</u>	<u>Project Area</u>
<u>Entity</u>	<u>Redevelopment Agreement</u>
<u>Land</u>	<u>Redevelopment Law</u>
<u>Long Term Tax Exemption Law</u>	<u>Redevelopment Plan</u>

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee: As defined in Section 4.10.

Allowable Net Profit: The amount arrived at by applying the Allowable Profit Rate to the Total Project Cost pursuant to the provisions of *N.J.S.A.* 40A:20-3(b) and (c).

Allowable Profit Rate: The greater of twelve percent (12%) per annum or the percentage per annum arrived at by adding one and one quarter percent (1.25%) to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing for the Project. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of twelve percent (12%) per annum or the percentage per annum arrived at by adding one and one quarter percent (1.25%) per annum to the

interest rate per annum that the City determines to be the prevailing rate of mortgage financing on comparable improvements within Middlesex County. The provisions of *N.J.S.A. 40A:20-3(b)* are incorporated herein by reference.

Annual Gross Revenue: Annual gross rents and other income received by the Entity and derived from or generated by the leasing of the Land and any revenue or other amounts received by the Entity and derived from or generated by the Project, specifically excluding, without limitation, the proceeds of any condemnation or casualty awards, insurance proceeds, any gain realized by the Entity on the sale, transfer or other assignment or assumption of the Project or portion thereof, reimbursement of expenses by any tenant under any lease or rental agreement, proceeds of any financing or refinancing, or proceeds from any disposition of a partner or a partner's interest in the Entity or any successor entity.

Annual Service Charge: The amount the Entity has agreed to pay the City pursuant to Article IV herein with respect to the Improvements (but not the Land), which: (a) Entity has agreed to pay in part for municipal services supplied to the Project, (b) is in lieu of any taxes on the Improvements pursuant to *N.J.S.A. 40A:20-12*, and (c) shall be paid on the Annual Service Charge Payment Dates.

Annual Service Charge Payment Dates: February 1, May 1, August 1 and November 1 of each year commencing on the first such date after the Completion Date and ending on the Termination Date.

Annual Service Charge Start Date: The first Annual Service Charge Payment Date, which shall be the first Annual Service Charge Payment Date following Substantial Completion (as defined in the Redevelopment Agreement) of the Project .

Applicable Law: All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable to the Project including, but not limited to, the Redevelopment Law, the Long Term Tax Exemption Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Auditor's Report: An annual audited statement which clearly identifies the calculation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)(2)*. The contents of the Auditor's Report shall be prepared by a certified public accountant licensed to practice in the State in conformity with the Long Term Tax Exemption Law and generally accepted accounting principles.

Certificate of Occupancy: A Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project or any portion thereof.

Completion Date: shall mean the date that a Certificate of Occupancy is issued authorizing occupancy of the buildings comprising the Project pursuant to *N.J.S.A. 52:27D-133*.

Default: A breach or the failure to perform any obligation imposed by the terms of this Agreement, or under Applicable Law.

Effective Date: The date of this Agreement.

Excess Profits Accounting Period: Any period, but not less than one fiscal year of the Entity, in which the aggregate Net Profits of the Entity exceed aggregate Allowable Net Profits on a cumulative basis. The first Excess Profits Accounting Period shall commence upon the issuance of a Certificate of Occupancy for the Project and terminate at the end of the fiscal year in which such aggregate Net Profits of the Entity exceed the aggregate Allowable Net Profits for the entire period, taken as one accounting period. Each subsequent Excess Profits Accounting Period shall commence on the first day of the next fiscal year of the Entity after the end of the last Excess Profits Accounting Period and shall terminate at the end of the fiscal year in which such aggregate Net Profits of the Entity exceed the aggregate Allowable Net Profits for the entire period, taken as one accounting period.

Improvements: All improvements on the Land comprising the Project.

In Rem Tax Foreclosure: A summary proceeding by which the City may enforce the lien for taxes or Annual Service Charge due and owing by a tax sale in accordance with the Tax Sale Law.

Land Taxes: The amount of taxes assessed on the value of the Land on which the Project is located.

Land Tax Payments: Payments due on the quarterly due dates for Land Taxes as determined by the Tax Assessor and the Tax Collector in accordance with Applicable Law.

Minimum Annual Service Charge: As defined in Section 4.10.

Net Profit: The Annual Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*. Without limiting the foregoing, included in expenses shall be an amount sufficient to amortize the Total Project Cost in accordance with generally accepted accounting principles as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*.

Notice: As defined in Section 15.01.

Property: The Land and the Improvements.

Security Arrangements: As defined in Section 8.02(b).

Secured Parties: As defined in Section 8.02(b).

Secured Party: As defined in Section 8.02(b).

State: The State of New Jersey.

Tax Assessor: The City Tax Assessor.

Tax Collector: The City Tax Collector.

Tax Sale Law: The Tax Sale Law, *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination Date: The earlier to occur of: (i) the thirty-fifth (35<sup>th</sup>) anniversary of the Effective Date; (ii) the thirtieth (30<sup>th</sup>) anniversary date of the Annual Service Charge Start Date; or (iii) such other date as this Financial Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.

Total Project Cost: The total cost of developing the Project as determined in accordance with *N.J.S.A. 40A:20-3(h)*, as certified by a qualified architect or engineer and as permitted pursuant to *N.J.S.A. 40A:20-3(h)*.

**Section 1.02 Interpretation and Construction**. In this Financial Agreement, unless the context otherwise requires:

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

(f) All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) This Financial Agreement shall become effective upon its execution and delivery by the Parties.

(h) All exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

## **ARTICLE II** **APPROVAL**

**Section 2.01 Approval of Tax Exemption.** The City hereby grants its approval for a tax exemption for the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law, which Improvements shall be constructed on the Land.

**Section 2.02 Approval of Entity.** The Entity represents that its Certificate of Formation and Certificate of Authority as attached as *Exhibit 2* to the Application contain all the requisite provisions of law, have been reviewed and approved by the Commissioner of the Department of Community Affairs, and have been filed with, as appropriate, the Secretary of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

**Section 2.03 Improvements to be Constructed.** The Entity represents that it will construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which is more specifically described in the Application.

**Section 2.04 Management and Control.** The Entity represents that it will be the owner of the Land upon which the Improvements are to be constructed and which is the subject of this Agreement.

**Section 2.05 Financial Plan.** The Entity represents that it currently anticipates that the Improvements shall be financed in accordance with the financial plan attached as *Exhibit 14* to the Application; provided, however, that the Entity may ultimately finance the Project in any commercially reasonable manner it determines to be necessary or convenient for the successful implementation of the Project. If requested by the Entity, the City shall reasonably cooperate with the Entity, at no out of pocket cost to the City, in connection with the Entity obtaining financing for the Project, including, without limitation, with respect to any Entity applications for State or other subsidy programs.

**Section 2.06 Statement of Projected Revenues.** The Entity represents that projected Annual Gross Revenue is set forth in *Exhibit 13* attached to the Application.

**Section 2.07 Representations and Covenants Regarding Use, Management and Operations of the Project by the Entity.** The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application, in accordance with the Redevelopment Agreement, Redevelopment Plan and all Applicable Laws. The Entity represents that the representations and covenants required under *N.J.S.A. 40A:20-9* are set forth in the Application.

## **ARTICLE III** **DURATION OF AGREEMENT**

**Section 3.01 Term.** It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall remain in effect until the Termination Date. The tax exemption shall only be effective during the period of usefulness of

the Project and shall continue in force only while the Land is owned by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law, except for permitted conveyances as stated in Article VIII of this Financial Agreement. Upon the Termination Date, the tax exemption for the Improvements shall expire and same shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the City. Upon the Termination Date, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-13*.

**Section 3.02** Date of Termination. The Termination Date shall be deemed to be the fiscal year end of the Entity.

**Section 3.03** Voluntary Termination of the Financial Agreement by Entity. Pursuant to the Long Term Tax Exemption Law, the Entity or any transferee, pursuant to Article VIII, may at any time after the expiration of one (1) year from the Annual Service Charge Start Date, notify the City in writing that, as of a certain date designated in the notice, it relinquishes its status as an urban renewal entity under the Long Term Tax Exemption Law and that the Entity, or such transferee, has obtained the consent of the Commissioner of the Department of Community Affairs, if required by Applicable Law. As of that date, all of the obligations and requirements contained in this Financial Agreement shall terminate. Notwithstanding the foregoing, such relinquishment shall not impact the obligation of the Entity or such transferee, as applicable, to make payment of any Land Taxes (during any period in which Land Taxes are not exempt hereunder) or Annual Service Charge that has accrued up to and including the Termination Date, or the obligation of the Entity or such transferee, as applicable, to perform the final accounting required by the Long Term Tax Exemption Law and Section 13.03 below.

#### **ARTICLE IV** **ANNUAL SERVICE CHARGE**

**Section 4.01** Annual Service Charge. In consideration for the tax exemption provided for herein, the Entity shall make payment to the City, in lieu of real property taxes on the Improvements, of an Annual Service Charge in an amount, prior to the application of the Land Tax Credit against the Annual Service Charge pursuant to Section 4.08 hereof, calculated as follows:

(a) For the first (1) year from the Annual Service Charge Start Date, the Annual Service Charge for the Project shall be equal to the greater of (i) eighteen percent (18%) of the Annual Gross Revenue or (ii) \$1.25 per gross leasable square foot of the Project (currently anticipated to be approximately \$375,000.00);

(b) For each of the years two (2) through ten (10) from the Annual Service Charge Start Date, the Annual Service Charge for the Project shall be equal to the greater of (i) eighteen percent (18%) of the Annual Gross Revenue, (ii) \$2.00 per gross leasable square foot of the Project (currently anticipated to be approximately \$600,000) or (iii) twenty percent (20%) of the real property taxes otherwise due on the value of the Land and the Improvements;

(c) For each of the years eleven (11) through fifteen (15) from the Annual Service Charge Start Date, the Annual Service Charge for the Project shall be equal to the greater of (i)

eighteen and one-half percent (18.5%) of the Annual Gross Revenue, (ii) \$2.25 per gross leasable square foot of the Project (currently anticipated to be approximately \$675,000) or (iii) twenty percent (20%) of the real property taxes otherwise due on the value of the Land and the Improvements;

(d) For each of the years sixteen (16) through twenty (20) from the Annual Service Charge Start Date, the Annual Service Charge for the Project shall be equal to the greater of (i) nineteen percent (19%) of the Annual Gross Revenue, (ii) \$2.50 per gross leasable square foot of the Project (currently anticipated to be approximately \$750,000) or (iii) forty percent (40%) of the real property taxes otherwise due on the value of the Land and the Improvements;

(e) For each of the years twenty-one (21) through twenty-five (25) from the Annual Service Charge Start Date, the Annual Service Charge for the Project shall be equal to the greater of (i) nineteen and one-half percent (19.5%) of the Annual Gross Revenue, (ii) \$2.75 per gross leasable square foot of the Project (currently anticipated to be approximately \$825,000) or (iii) sixty percent (60%) of the real property taxes otherwise due on the value of the Land and the Improvements; and

(f) For each of the years twenty-six (26) from the Annual Service Charge Start Date through the end of the term of this Financial Agreement, the Annual Service Charge for the Project shall be equal to the greater of (i) eighty percent (80%) of the real property taxes otherwise due on the value of the Land and the Improvements and (ii) \$3.00 per gross leasable square foot of the Project (currently anticipated to be approximately \$900,000).

If necessary, in any year where the greatest amount set forth in subsections (a) through (f) above does not comply with applicable law, the aforesaid amount shall be calculated by applying such percentage to the Annual Gross Revenue as is necessary in order to result in such greatest amount complying with applicable law.

**Section 4.02 Consent of Entity to Annual Service Charge.** The Entity hereby consents and agrees to the amount of the Annual Service Charge and to the liens established in this Financial Agreement, and the Entity shall not contest the validity or amount of any such lien. Subject to the terms of this Agreement, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of Entity as an "urban renewal entity" qualified under and as defined in the Long Term Tax Exemption Law. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by law.

**Section 4.03 Quarterly Installments.** Beginning on the Annual Service Charge Start Date, the Entity shall pay the Annual Service Charge to the City on a quarterly basis on each Annual Service Charge Payment Date, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. In the event that Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law and then being assessed by the City against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid. The City shall issue the Entity bills for the Annual Service Charge in a manner generally consistent with the manner of its billing of ad valorem real estate tax payments on other property in the City.

**Section 4.04 Material Conditions.** It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

**Section 4.05 No Reduction in Payment of the Annual Service Charge.** The Parties agree that neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Section 4.01 hereof shall be reduced or amended or otherwise modified through any tax appeal on the Improvements or any other legal proceeding regarding the Project during the term of this Agreement. The foregoing notwithstanding, in the event the amounts due the City hereunder are based upon "taxes otherwise due" under Section 4.01 above, the Entity may, in an appropriate proceeding, challenge the assessment applicable to the Project.

**Section 4.06 Service Charges as Municipal Lien.** In accordance with the provisions of the Long Term Tax Exemption Law, upon recordation of this Financial Agreement and the Ordinance, any amount due and owing hereunder, including the Annual Service Charge shall be and constitute a continuous municipal lien on the Project.

**Section 4.07 Security for Payment of Annual Service Charges.** In order to secure the full and timely payment of the Annual Service Charges, the City reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

**Section 4.08 Land Taxes.** From and after the Effective Date, Land Taxes shall be assessed only on the Land portion of the Property without regard to any Improvements or increase in value to the Land because of the Improvements or approvals related thereto.

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity shall be entitled to a credit for the amount, without interest, of the Land Taxes paid on the Property in the last four preceding quarterly installments against the Annual Service Charge.

The Entity is obligated to make timely Land Tax Payments in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. In any year that the Entity fails to make any Land Tax Payments, beyond any notice and cure period, such delinquency shall render the Entity ineligible for any Land Tax credits against the Annual Service Charge for that year and such failure shall constitute a Default under this Agreement. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the Property pursuant to the Tax Sale Law and/or may terminate this Agreement in a manner consistent with the Default provisions set forth in Article XIII hereof.

**Section 4.09 Administrative Fee.** In addition to the Annual Service Charge, the Entity shall pay to the City an annual fee of two percent (2%) of the Annual Service Charge (the “**Administrative Fee**”). The Administrative Fee shall be payable and due on or before February 1<sup>st</sup> of each year for the Administrative Fee accrued in the prior calendar year, and collected in the same manner as the Annual Service Charge. In the event the Entity fails to pay the Administrative Fee when due and owing, the amount paid shall bear the highest rate of interest permitted under applicable State law and then being assessed by the City against other delinquent taxpayers in the case of unpaid taxes or tax liens until paid.

**Section 4.10 Minimum Annual Service Charge.** In no event shall the Annual Service Charge be less than the amount of the total taxes levied against the Project Area in the last full year in which it was subject to conventional taxation (the “**Minimum Annual Service Charge**”). Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of this Agreement to the contrary, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect. The Minimum Annual Service Charge shall be pro-rated on a monthly basis in the year in which the Annual Service Charge Start Date occurs and the year in which the Termination Date occurs.

## **ARTICLE V** **CERTIFICATE OF OCCUPANCY**

**Section 5.01 Filing of Certificate of Occupancy.** It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of the Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action taken by the City, including, if appropriate, retroactive billing with interest for any charges determined to be due in the absence of such filing by the Entity.

## **ARTICLE VI** **ANNUAL AUDITS**

**Section 6.01 Accounting System.** The Entity agrees to calculate its Net Profit pursuant to *N.J.S.A. 40A:20-3(c)*. As stated in *N.J.S.A. 40A:20-3(c)*, this calculation shall be made in accordance with generally accepted accounting principles.

**Section 6.02 Periodic Reports.**

(a) **Auditor’s Report:** Within ninety (90) days after the close of each fiscal year during the term of the exemption pursuant to this Agreement, commencing for the year in which the Annual Service Charge Start Date occurs, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, and the State Division of Local Government Services in the Department of Community

Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall clearly identify and calculate the Net Profit for the Entity during the previous year and shall include, but not be limited to, itemizations of operating and non-operating expenses, mortgage interest and terms, amortization of Improvements and such other computations of income, expense and other details as may relate to the financial status of the Entity. The Entity assumes all costs associated with preparation of the periodic reports. All such periodic reports shall remain confidential except as otherwise required by law.

(b) Disclosure Statement: Along with the Auditor's Report due under Section 6.02(a) hereof, the Entity shall submit to the City Council, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each.

(c) Total Project Cost Audit: Within one hundred twenty (120) days after the Completion Date, the Entity shall submit to the Mayor, City Council, Tax Collector and City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect.

**Section 6.03** Inspection. The Entity shall, upon request, permit the inspection of its property, equipment, buildings and other facilities of the Project and also permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the City, and State Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. Such inspection shall be made upon seven (7) business days' advance written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

## **ARTICLE VII**

### **LIMITATION ON PROFITS AND RESERVES**

**Section 7.01** Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. Pursuant to *N.J.S.A. 40A:20-3(c)*, this calculation is completed in accordance with generally accepted accounting principles.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount of up to ten percent (10%) of the Annual Gross Revenues of the Entity for the last full fiscal year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A. 40A:20-15*. In no event shall any portion of the excess Net Profits be retained or contributed to such reserve if the amount of the reserve as of the end of such fiscal year equals or exceeds ten percent (10%) of the preceding year's Annual Gross Revenues. The reserve is to be noncumulative.

**Section 7.02** Payment of Dividend and Excess Profit Charge. In accordance with *N.J.S.A. 40A:20-15*, if the Net Profits of the Entity shall exceed the Allowable Net Profits in any Excess Profits Accounting Period, then the Entity, within one hundred and twenty (120) days after the end of the Excess Profits Accounting Period, shall pay such excess Net Profits to the

City as an additional Annual Service Charge; provided, however, that the Entity may maintain a reserve as determined pursuant to Section 7.01.

**Section 7.03** Payment of Reserve/Excess Net Profit Upon Termination, Expiration or Sale. The Termination Date of this Agreement, or the date of sale or transfer of the Improvements shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to Section 7.01 and the excess Net Profits, if any.

## **ARTICLE VIII**

### **ASSIGNMENT AND/OR ASSUMPTION**

**SECTION 7.01.** Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law. (a) Prior to the Completion Date, the Entity shall be permitted to transfer the Project, its ownership interest in the Land or any ownership interest in the Entity in accordance with the Redevelopment Agreement. After the Completion Date, the Entity shall not voluntarily transfer more than ten percent (10%) of the Project or any portion thereof, until it has first removed both itself and the Project from all restrictions imposed by this Agreement and the Long Term Tax Exemption Law in the manner provided by the Long Term Tax Exemption Law, except as provided in the following subsections.

(b) As permitted by *N.J.S.A. 40A:20-10(a)*, it is understood and agreed that the City, on written application by the Entity, will consent to a sale of the Land or transfer of interest in the Project, and the transfer of this Agreement, provided that: (i) the transferee entity does not own or lease any other Project subject to Long Term Tax Exemption Law at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement; and (vi) in the City's reasonable determination, the principal owners of the transferee entity possess satisfactory business reputation and sufficient financial qualifications and credit worthiness to manage the Project. In the event that the transfer contemplated in this Section 8.01(b) is for less than the whole of the Project, the Annual Service Charge to be paid each by the Entity and the transferee entity after the transfer shall be pro-rated based on the square footage of the building within the portion of the Project being transferred compared to the total square footage of all buildings comprising the Project.

(c) The Entity shall be permitted to transfer any ownership interest in the Entity, provided that, if the transfer is for an interest greater than 10 percent (10%), such transfer shall be disclosed to the City Council in the next Auditor's Report or in correspondence sent to the City Clerk in advance of the next Auditor's Report.

(d) If the Entity transfers the Project to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to *N.J.S.A. 40A:20-6*, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the Long Term Tax Exemption Law. The date of transfer of title of the Project to a purchasing entity shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after that

date of the transfer of title, the Entity shall pay to the City the amount of reserve, if any, maintained by it, as well as the excess Net Profit, if any, pursuant to *N.J.S.A. 40A:20-15*.

**SECTION 7.02. Collateral Assignment.** (a) Notwithstanding the foregoing, it is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to the Land and/or Improvements for purposes of (i) financing the design, development and construction of the Project, and (ii) permanent mortgage financing.

(b) The City acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project. The City agrees that the Entity and or its affiliates may assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a “**Secured Party**” and collectively, the “**Secured Parties**”) as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the “**Security Arrangements**”). The Entity shall give the City written Notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the City hereunder to provide any Notice of Default or Notice of intent to enforce its remedies under this Agreement to the Secured Parties.

(c) Without limiting the generality of Article XIII hereof, if the Entity shall Default in any of its obligations hereunder, the City shall give Notice of such Default to the Secured Parties and the City agrees that, in the event such Default is not waived by the City or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the City will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not more than fifteen (15) days from the date of such notice to the Secured Parties with regard to a failure of the Entity to pay the Annual Service Charge or Land Taxes and ninety (90) days from the date the Entity was required to cure any other Default.

(d) In the absence of a Default by the Entity, the City agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the City’s right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

(e) Notwithstanding anything to the contrary contained herein, and in addition to all other rights and remedies of Secured Parties set forth in this Agreement, the provisions of *N.J.S.A. 55:17-1 to -11* shall apply to this Agreement to protect the interests of any Secured Party.

**ARTICLE IX**  
**WAIVER**

**Section 9.01. Waiver.** Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City or Entity of any rights and remedies provided by Applicable Law. Nothing herein shall be deemed to limit any right of recovery that the City or Entity has under law, in equity, or under any provision of this Financial Agreement.

**ARTICLE X**  
**COMPLIANCE**

**Section 10.01 Statutes and Ordinances.** The Entity hereby agrees at all times prior to the Termination Date to remain bound by the provisions of the Application and Applicable Law, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such applicable statutes or ordinances shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate this Agreement, subject to the Default procedure provisions of Article XIII herein.

**ARTICLE XI**  
**CONSTRUCTION**

**Section 11.01 Construction.** This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to, or aid of, any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

**ARTICLE XII**  
**INDEMNIFICATION**

**Section 12.01 Indemnification.** It is understood and agreed that in the event the City shall be named as party defendant in any action brought against the City or Entity by allegation of any breach, Default or a violation by the Entity of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Entity shall indemnify, defend (at its own expense) and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of, or resulting from, the action or inaction of Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, the Long Term Tax Exemption Law, except for such liability or other loss that results from any misconduct by the City or any of its officers, officials, employees or agents. Notwithstanding the foregoing, the City maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, with the expense thereof to be borne by the Entity. To the extent practical and ethically permissible, the Entity's attorneys shall jointly defend and represent the interest of the City and the Entity as to all claims indemnified in connection with this Agreement. Notwithstanding the foregoing and for avoidance of doubt, the Entity's indemnity obligations hereunder shall not extend to any action brought against the City or any instrumentality thereof in connection with the prior operation of the municipal landfill within the Project Area.

**ARTICLE XIII**  
**DEFAULT AND REMEDIES**

**Section 13.01** Cure Upon Default. Should the Entity be in Default, the City shall notify the Entity and any Secured Party in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as provided in Section 8.02(b) hereof or otherwise limited by law, the Entity shall have sixty (60) days after it receives Notice to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, which Default must be cured within ten (10) days after the Entity receives Notice). Curing the Default shall be the sole and exclusive remedy available to the Entity or the Secured Party, as applicable; provided, however, that if, in the reasonable opinion of the City, the Default cannot be cured within the applicable cure period using reasonable diligence, the time to cure may be extended upon written Notice for an additional ninety (90) day period of time.

Upon the expiration of the cure period, or any approved extension thereof, and providing that the Default is not cured, the City shall have the right to terminate this Agreement in accordance with Section 13.02 of this Agreement.

**Section 13.02** Remedies Upon Default.

(a) In the event the Entity or a Secured Party fails to cure or remedy the Default within the time period provided in Sections 13.01 or 8.02(b), respectively, the City may terminate this Agreement upon written Notice to the Entity and the Secured Party.

(b) Upon any Default in payment of any installment of the Annual Service Charge not cured within ten (10) days, the City in its sole discretion shall have the right to immediately exercise the following remedies: (1) terminate this Agreement, at which time: the Improvements on the Land shall be subject to conventional taxation; or (2) exercise any other remedy available to the City in law or equity. The City as a courtesy will give Entity and any Secured Party Notice of the intention to exercise its remedies.

(c) No Default hereunder by the Entity shall terminate the tax exemption (except as described herein and after Notice and cure as provided for herein) and its obligation to pay the Annual Service Charge, which shall continue in effect for the duration of the term hereof and subject to Section 13.03 hereinafter.

(d) All of the remedies provided in this Agreement to the City, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of the Entity's failure to pay Land Taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges or other charges, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

**Section 13.03 Final Accounting.** Within ninety (90) days after the Termination Date, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of *N.J.S.A.* 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting, the Termination Date of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

**Section 13.04 Conventional Taxes.** Upon the Termination Date, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

#### **ARTICLE XIV DISPUTE RESOLUTION**

**Section 14.01 Arbitration.** In the event of a dispute arising between the Parties in reference to the terms and provisions as set forth herein, the Parties shall submit the dispute to the American Arbitration Association in the State to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. Each Party to this Agreement shall designate an arbitrator, and the two (2) arbitrators shall choose a third arbitrator. The arbitrators designated and acting under this Agreement shall make a determination regarding the issue(s) in controversy in strict conformity with the terms of this Agreement and Applicable Law. Costs for said arbitration shall be borne equally by both Parties. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV above, the City, in addition to its other remedies, and subject to Article XIII of this Agreement, reserves the right to proceed against the Land, in the manner provided by law, including the Tax Sale Law, and any act supplementary thereto or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the City to proceed in the above-mentioned manner.

Notwithstanding anything herein to the contrary, no arbitrator shall have any power or authority to amend, alter, or modify any part of this Agreement, in any way.

#### **ARTICLE XV NOTICE**

**Section 15.01 Notice.** Formal notices, demands and communications between the City and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available ("**Notice**"). In that case such Notice is deemed effective upon delivery. Such written Notices may be sent in the same manner to such other addresses as either party may from time to time designate by written notice. Notice given by counsel to a party in accordance with this Section 15.01 shall be effective for all purposes hereunder. Copies of all notices, demands and communications shall be sent as follows:

**If to the City:**

City of South Amboy  
140 North Broadway  
South Amboy, New Jersey 08879  
Attn: City Clerk

**with copies to:**

City of South Amboy  
140 North Broadway  
South Amboy, New Jersey 08879  
Attn: Business Administrator

Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068

**If to Entity:**

SA 101 Main Street Urban Renewal LLC  
32 Mount Kemble Ave  
Morristown, New Jersey 07960

**With a copy to:**

Adam L. Peterson, Esq.  
Pearlman & Miranda, LLC  
Ironside Newark  
110 Edison Place, Suite 301  
Newark, New Jersey 07102

In addition, if the Entity delivers formal written notice to the City of the name and address of any Secured Party, then the City shall provide such Secured Party with a copy of any notice required to be sent to the Entity.

**ARTICLE XVI**  
**MISCELLANEOUS**

**Section 16.01** Conflict. The Parties agree that in the event of a conflict between the Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

**Section 16.02** Oral Representations. There have been no oral representations made by either of the Parties which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance and the Application constitute the entire agreement between the

Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

**Section 16.03 Entire Document.** All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Agreement, with all attachments and exhibits, the Ordinance and the Application shall constitute the entire agreement between the Parties, shall be incorporated herein by reference thereto and there shall be no modifications thereto other than by a written instrument approved and executed by and delivered to each Party. All prior agreements and understandings, if any, are superseded.

**Section 16.04 Good Faith.** In their dealings with each other, the Parties agree that they shall act in good faith.

**Section 16.05 Recording.** This entire Agreement will be filed and recorded with the Middlesex County Clerk by the Entity at the Entity's expense. Upon Termination of this Agreement, the parties shall execute and record an instrument discharging this Agreement of record in form reasonably satisfactory to the parties.

**Section 16.06 Municipal Services.** The Entity and/or its successors (including without limitation any owner's or similar association) will be responsible to provide and/or pay for the following services:

(a) **Water & Sewer** – The Entity shall make payments for water and sewer charges and any other services that create a lien on the Property superior to the lien for the Land Taxes and the Annual Service Charge, as required by law.

(b) **Waste and Refuse Disposal** – Collection and disposition of all solid waste, refuse and recyclables emanating from the Project, shall be the responsibility of the Entity to have picked up and disposed of by a licensed collector, hauler or scavenger, at the Entity's cost and expense. The City may establish regulations for the collection and for the storage and recycling of solid waste, discarded or old newspaper and/or other recyclables; compliance therewith shall be by and at the sole expense of the Entity.

**Section 16.07 Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 16.08 Estoppel Certificate.** Within thirty (30) days following written request therefor by the Entity, or any mortgagee or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a Default) or stating the nature of any Default, and (iii) stating any such other reasonable information as may be requested.

**Section 16.09 Financing Matters.** The financial information required by the final paragraph of *N.J.S.A. 40A:20-9* is set forth in the Application.

**Section 16.10 Amendments.** This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

**Section 16.11 Certification.** The City Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A. 40A:20-12*, that a Financial Agreement with an urban renewal entity, i.e., the Entity, for the development of the Project, has been entered into and is in effect as required by the Long Term Tax Exemption Law. Delivery by the City Clerk to the Tax Assessor of a certified copy of the Ordinance and this Financial Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Tax Assessor has been duly notified by the City Clerk that the exemption has been terminated.

**Section 16.11 Conditions Precedent.**

This Agreement is expressly subject to the satisfaction by the Entity or the City of the following conditions precedent:

(a) Receipt by the Entity of all federal, State, county, municipal or other approvals required for the construction of the Project.

(b) Enactment by the City of all ordinances and other official action necessary under the Long Term Tax Exemption Law to enter into and effectuate the terms of this Agreement.

**EXHIBITS**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

Exhibits

- A. Metes and Bounds description of the Land
- B. Ordinance

**IN WITNESS WHEREOF**, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

**ATTEST:**

**CITY OF SOUTH AMBOY**

\_\_\_\_\_  
Deborah Brooks  
City Clerk

By: \_\_\_\_\_  
Fred Henry  
Mayor

**SA 101 MAIN STREET URBAN RENEWAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF THE LAND**

**EXHIBIT B**  
**ORDINANCE**



# City of South Amboy

140 North Broadway • South Amboy, New Jersey 08879

Phone: (732) 727-4600

Fax: (732) 727-6139

October 1, 2021

Deborah Brooks, City Clerk  
City of South Amboy  
140 North Broadway  
South Amboy, New Jersey 08879

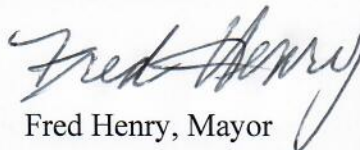
**Re: Manhattan Beach Phase 1 Urban Renewal LLC (the "Entity")**

Dear Ms. Brooks:

I reviewed the application, proposed financial agreement and related documents submitted by the Entity for the proposed redevelopment of the properties identified as Block 161.02, Lots 20, 23, and 24 on the current tax maps of the City (the "Project Area"). The Entity, the designated redeveloper of the Project Area, proposes to construct thereon a residential project consisting of approximately 486 residential units, along with the undertaking of certain residential units affordable to households of low and moderate income (the "Project").

I believe that this Project is a desirable and needed improvement in the City. Therefore, I recommend that the application be favorably considered by the City Council for the Entity, provided that all legal prerequisites have been met.

Sincerely yours,



Fred Henry, Mayor

**ORD 2021-19**

**ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH MANHATTAN BEACH PHASE 1 URBAN RENEWAL LLC**

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

**WHEREAS**, by resolutions duly adopted, the City Council designated certain properties within the City, including without limitation, the parcels currently identified on the tax maps of the City as Block 161.02, Lot 20, 23, 24, 24.01, 25, 90, 90.01, 6.02 and a portion of Lot 20.01 (the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

**WHEREAS**, in accordance with the Redevelopment Law, and by ordinances duly adopted, the City Council adopted various redevelopment plans for the Redevelopment Area; and

**WHEREAS**, the South Amboy Redevelopment Agency (“**SARA**”), which was established as an instrumentality of the City, is responsible for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, on June 3, 2021, SARA adopted a resolution designating Manhattan Beach Phase 1 Urban Renewal LLC (the “**Entity**”) as the “redeveloper”, as that term is defined under the Redevelopment Law, of the Project Area; and

**WHEREAS**, the City and the Entity will enter into a Redevelopment Agreement (the “**Redevelopment Agreement**”), pursuant to which the Entity will redevelop the Project Area by constructing thereon a multi-phased project totaling approximately 486 residential units, including: approximately 223 residential units in Phase 1 (“**Phase 1**”); approximately 167 residential units in Phase 2 (“**Phase 2**”); and approximately 96 residential units in Phase 3 (“**Phase 3**” and, together with Phase 1 and Phase 2, the “**Project**”); and

**WHEREAS**, in order to enhance the economic viability of and opportunity for a successful Project, the Entity submitted to the Mayor of the City (the “**Mayor**”) an application (the “**Application**”), which is on file with the City Clerk, seeking tax exemption in connection with the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Long Term Tax Exemption Law**”), in exchange for which the Entity proposes to make payments to the City in lieu of taxes; and

**WHEREAS**, the Entity also submitted to the Mayor a form of financial agreement (the “**Financial Agreement**”), a copy of which is attached as Exhibit 19 to the Application (including

separate forms for each above the above-described Phases), establishing the rights, responsibilities and obligations of the Entity; and

**WHEREAS**, the Mayor submitted the Application and Financial Agreement to the City Council with his recommendation for approval, a copy of which recommendation is on file with the City Clerk; and

**WHEREAS**, the City Council has determined that the Project represents an undertaking permitted by the Long Term Tax Exemption Law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY AS FOLLOWS:**

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Application and Financial Agreement are hereby approved.
3. The Mayor is hereby authorized to execute the Financial Agreement substantially in the form attached as Exhibit 19 to the Application, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.
4. The City hereby consents to the transfer of ownership, by the Entity to urban renewal entities affiliated with the Entity, of various portions of the Property for the purpose of undertaking Phase 1, Phase 2 or Phase 3, subject to the execution, by such transferee urban renewal entities, of written agreements in which such urban renewal entities fully assume all of the obligations of the Entity set forth in the Financial Agreement applicable to the respective Phase.
5. Upon such transfer described above, the Mayor is hereby authorized, without the need for further action, to execute conformed versions of the Financial Agreement, substantially in the form attached as Exhibit 19 to the Application, by and between the City and the respective urban renewal entity(ies), each of which will cover and apply to the respective Phase and respective portion of the Property.
6. If any part of this ordinance shall be deemed invalid, such part shall be severed and the invalidity thereof shall not affect the remaining parts of this ordinance.
7. This ordinance shall take effect in accordance with applicable law.

## FINANCIAL AGREEMENT

**THIS FINANCIAL AGREEMENT** (hereinafter this “**Agreement**”), made this \_\_\_\_ day of \_\_\_\_\_, 2021, (the “**Effective Date**”) by and between Manhattan Beach Phase I Urban Renewal LLC, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, as amended and supplemented (the “**Long Term Tax Exemption Law**”), with offices at 32 Mount Kemble Ave, Morristown, New Jersey 07960 (the “**Entity**” or “**Urban Renewal Entity**”) and the CITY OF SOUTH AMBOY, a municipal corporation in the County of Middlesex and the State of New Jersey (the “**City**”, and together with the Urban Renewal Entity, the “**Parties**” or “**Party**”).

### WITNESSETH:

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

**WHEREAS**, by resolutions duly adopted, the City Council designated certain properties within the City, including without limitation, the parcels currently identified on the tax maps of the City as Block 161.02, Lot 20, 23, 24, 24.01, 25, 90, 90.01, 6.02 and a portion of Lot 20.01 (the “**Redevelopment Area**”) as an “area in need of redevelopment” pursuant to the Redevelopment Law and the redevelopment laws which preceded it; and

**WHEREAS**, in accordance with the Redevelopment Law, and by ordinances duly adopted, the City Council adopted various redevelopment plans for the Redevelopment Area; and

**WHEREAS**, the South Amboy Redevelopment Agency (“**SARA**”) may exercise all powers, duties and functions relating to redevelopment in the manner of a redevelopment entity under the Redevelopment Law, which powers include contracting with redevelopers for the planning, replanning, construction, or undertaking of any project or redevelopment work under N.J.S.A. 40A:12A-8.f; and

**WHEREAS**, affiliates of the Urban Renewal Entity have extensive experience in real estate development, remediation, leasing, and construction, especially involving property in designated redevelopment areas as well as the financial capacity and wherewithal sufficient to support the redevelopment of the Redevelopment Area; and

**WHEREAS**, on December 17, 2014, by Ordinance No. 13-2014, the City Council adopted the Beach Club District Redevelopment Plan (the “**Original Redevelopment Plan**”), which Original Redevelopment Plan superseded and replaced the existing redevelopment plans as same related to the parcels comprising the Beach Club District Properties, and on December 19, 2018, by Ordinance No. 18-2018, the City Council amended the Original Redevelopment Plan (collectively, the “**Redevelopment Plan**”), containing development standards for, among others, that portion of the Redevelopment Area comprised of Block 161.02, Lots 20, 23, 24, and 24.01 (the “**Property**,” as more particularly described in Exhibit A hereto); and

**WHEREAS**, SARA has previously duly designated Manhattan Beach Club Street, LLC (the “**Master Redeveloper**”) as master redeveloper of the Redevelopment Area, and the City and SARA have entered into that certain tri-party Amended and Restated Redevelopment Agreement with Master Redeveloper (the “**Master Redevelopment Agreement**”) relating thereto; and

**WHEREAS**, the Urban Renewal Entity, through its affiliates, has contracted with affiliates of the Master Redeveloper for the acquisition of Block 161.02, Lots 20 and 23, and with the current owner of Block 161.02, Lots 24 and 24.01, to acquire the Property; and

**WHEREAS**, on the date hereof, SARA and the Entity entered into that certain Redevelopment Agreement (the “**Redevelopment Agreement**”) to redevelop the Property by constructing thereon a multi-phased project totaling approximately 486 residential rental units, including: approximately 223 residential rental units in Phase 1 (“**Phase 1**”); approximately 167 residential rental units in Phase 2 (“**Phase 2**”); and approximately 96 residential rental units in Phase 3 (“**Phase 3**” and, together with the Phase 1 and Phase 2, the “**Project**”); and

**WHEREAS**, the Urban Renewal Entity submitted an application to the City for approval of a long term tax exemption for the Project pursuant to the Long Term Tax Exemption Law, which application is attached hereto as Exhibit B (the “**Application**”), in exchange for which the Urban Renewal Entity will pay to the City an Annual Service Charge (defined below); and

**WHEREAS**, on [INSERT], 2021, the City Council adopted an ordinance, entitled, “Ordinance of the City of South Amboy, County of Middlesex, New Jersey Approving Application for a Long Term Tax Exemption and Authorizing the Execution of a Financial Agreement with Manhattan Beach Phase I Urban Renewal LLC”, approving the application and authorizing the execution of this Agreement, a copy of which is attached hereto as Exhibit C (the “**Ordinance**”); and

**WHEREAS**, the City made the following findings with respect to the Project:

A. Relative Benefits of the Project:

The Property is a **former industrial site**, formerly owned by SARA, which is currently vacant and underutilized. The Project will redevelop the Property with approximately 486 residential units and supporting amenities. The Project will create approximately 750-1,000 construction jobs and approximately 6 permanent jobs. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and water/sewer fees.

B. Assessment of the Importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

- (i) The relative stability and predictability of the Annual Service Charge will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project

and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. In light of market conditions, economic factors and development costs impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. In other words, without the incentive the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

- (ii) The tax exemption permits the development of the Project in an area that cannot otherwise be feasibly developed by reducing the expenses associated with the ongoing operation of the completed Project. Reduced expenses allow for more competitive rents. As a result, the locational decisions of the probable tenants will be influenced positively by the tax exemption.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

## ARTICLE I

### GENERAL PROVISIONS

#### **SECTION 1.01** Governing Law.

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, the Redevelopment Law, the Ordinance, and all other Applicable Law. It is expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

#### **SECTION 1.02** General Definitions.

The following terms shall have the meanings assigned to such term in the preambles hereof:

Agreement  
Application  
City  
City Council  
Entity/Urban Renewal Entity  
Effective Date  
Long Term Tax Exemption Law  
Master Redeveloper  
Master Redevelopment Agreement  
Ordinance  
Original Redevelopment Plan  
Phase 1  
Phase 2  
Phase 3  
Planning Board  
Project  
Property  
Redevelopment Agreement  
Redevelopment Area  
Redevelopment Law  
Redevelopment Plan  
SARA

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee – The annual fee paid to the City by the Entity, as set forth in Section 4.06 of the Agreement.

Affiliate – With respect to any person or entity, any other person or entity directly or indirectly Controlling or Controlled by, or under direct common Control with, such person or entity.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of *N.J.S.A. 40A:20-3(b)*.

Allowable Profit Rate - The greater of (a) twelve percent (12%) or (b) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of (x) twelve percent (12%) or (y) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the interest rate per annum that the City determines to be the prevailing rate of mortgage financing on comparable improvements in the County. The provisions of *N.J.S.A. 40A:20-3(b)* are incorporated herein by reference.

Annual Gross Revenue – Pursuant to *N.J.S.A. 40A:20-3(a)*, the annual gross revenue shall be calculated as one hundred percent (100%) of the rental charges generated from the residential units comprising the Project or Phase, as applicable, and one hundred percent (100%) of the application fees, pet fees, parking fees, floor or view premiums and any other charges that may be collected from tenants of the Project or such Phase. Annual Gross Revenue shall exclude, without limitation, any gain realized by the Entity on the sale of the Project or Phase therein, the proceeds of any condemnation or casualty awards, insurance proceeds, proceeds of any financing or refinancing, any reimbursement to the Entity or any Affiliate of the Entity for site development costs allocable to an Affiliate, and proceeds from any disposition of a partner or partner's equity interest in the Entity.

Annual Service Charge - The amount the Entity has agreed to pay the City, or its designee, pursuant to Article IV for municipal services supplied to the Project or a Phase, as applicable, which sum is in lieu of any taxes on the Improvements, which amount shall be pro-rated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – The Annual Service Charge Start Date for a given Phase shall be the date of the issuance of the Certificate of Occupancy for the first residential unit within the Phase.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law and the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, and applicable federal and State labor safety standards.

Auditor's Report - A complete financial statement outlining the financial status of the Project or Phase, as applicable (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)*. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy - A temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the City authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

Clerk - The municipal clerk of the City.

Control – As used with respect to any person or entity, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and operation of such person or entity, whether through the ownership of voting securities or by contract or other written agreement. The entity or individual(s) with the right to direct or cause the direction of the management and operation of the managing member of the Entity shall be deemed to have Control of the Entity.

County – The County of Middlesex.

County Share – The first five percent (5%) of the Annual Service Charge, which shall be payable to the County in accordance with the provisions of *N.J.S.A. 40A:20-12*.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

Default Notice – As defined in Section 15.02.

Financial Plan – The financial plan prepared pursuant to *N.J.S.A. 40A:20-8(e)* attached to the Application.

Improvements - Any building, structure or fixture constituting the Project, or any Phase or portion thereof, permanently affixed to the Land and to be constructed and exempt under this Agreement.

In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of the In Rem Tax Foreclosure Act and Tax Sale Law.

In Rem Tax Foreclosure Act – *N.J.S.A. 54:5-104.29 et seq.*, as may be amended or supplemented from time to time.

Land – The real property, but not the Improvements, commonly known as portions of Block 161.02, Lots 20, 23 and 24 on the tax maps of the City, as more particularly described by the property description set forth in Exhibit A of this Agreement and to be exempt hereunder.

Land Taxes - The amount of taxes assessed on the value of the Land exclusive of the value of any Improvements related thereto, in accordance with Applicable Law, to the extent applicable.

Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – As defined in Section 4.07.

Mayor - The mayor of the City.

Minimum Annual Service Charge – The total taxes levied against all real property constituting the Property, or with respect to any Phase, the portion of the Property located within such Phase, in the last full tax year in which the Property, or applicable portion, was subject to taxation. The Minimum Annual Service Charge shall be pro-rated on a monthly basis in the year in which the Annual Service Charge Start Date occurs and the year in which the Termination occurs.

Net Profit – The Annual Gross Revenue of the Entity pertaining to the Project, or applicable Phase, less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*, which includes, but is not limited to, an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*.

Notice of Termination – As defined in Section 15.04.

Phase – Either Phase 1, Phase 2 or Phase 3, as the context may require.

Phase 1 URE – As defined in Section 8.01(B).

Phase 2 URE – As defined in Section 8.01(B).

Phase 3 URE – As defined in Section 8.01(B).

Secured Party – As defined in Section 8.03(B).

Security Arrangements – As defined in Section 8.03(B).

State – The State of New Jersey.

Tax Assessor – The City tax assessor.

Tax Collector – The City tax collector.

Tax Sale Law – *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement in accordance with Section 3.01 or any action or omission which by operation of the terms of this Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction of the Project, or applicable Phase, through the date a Certificate(s) of Occupancy is issued for the Project or Phase, as applicable, which categories of cost are as defined in *N.J.S.A. 40A:20-3(h)*. There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

Unit - Any one of the residential units that is a part of the Project or Phase, as applicable.

**SECTION 1.03 Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this 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 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 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.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

**SECTION 1.04 Reliance by City.** It is expressly understood and agreed that the City has relied upon the facts and representations contained in the Application in granting the tax exemption described in this Agreement.

**{End of Article I}**

**ARTICLE II**  
**APPROVAL**

**SECTION 2.01 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for the Project in accordance with the provisions of the Long Term Tax Exemption Law. Pursuant to the Ordinance, the Land and Improvements to be constructed and maintained by the Entity shall be exempt from taxation as provided for herein.

**SECTION 2.02 Approval of the Entity**

Approval is granted to the Entity based on its representation that its Certificate of Formation, attached to the Application as Exhibit 2 thereto, contains all requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with the Secretary of State, all in accordance with *N.J.S.A. 40A:20-5*.

**SECTION 2.03 Improvements to be Constructed**

The Entity represents that it will construct or cause the Improvements to be constructed in accordance with the Redevelopment Plan, the approved site plan for the Project, the Redevelopment Agreement, and the City's Master Plan.

**SECTION 2.04 Construction Schedule**

The Entity agrees to diligently undertake to complete construction of each of Phase 1, Phase 2 and Phase 3 in accordance with the Redevelopment Agreement.

**SECTION 2.05 Ownership, Management and Control**

The Entity represents that it, or an Affiliate, is the contract purchaser of the Property and that it will be the owner of same prior to the commencement of construction of the Project. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan and all Applicable Law.

**SECTION 2.06 Financial Plan**

The Entity represents that the Improvements shall be financed substantially in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan, made a part hereof, set forth the estimated Total Project Cost, anticipated amortization rate on Total Project Cost, the anticipated source of funds, the anticipated interest rates to be paid on construction financing, the anticipated source and amount of paid-in capital, the anticipated terms of any mortgage amortization, and anticipated rental schedules and lease terms, as applicable, in accordance with the Long Term Tax Exemption Law.

**{End of Article II}**

## **ARTICLE III**

### **DURATION OF AGREEMENT**

#### **SECTION 3.01 Term**

This Agreement is effective on the Effective Date. So long as there is compliance with the Applicable Law and this Agreement, it is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge under Article IV and the tax exemption granted and referred to in Section 2.01, shall remain in effect until the earlier of (i) (A) with respect to Phase 1, thirty-five (35) years from the Effective Date, (B) with respect to Phase 2, forty (40) years from the Effective Date or (C) with respect to Phase 3, forty-five (45) years from the Effective Date or (ii) for each Phase, thirty (30) years from its respective Annual Service Charge Start Date. The tax exemption shall only be effective while the Project is owned by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law. Upon Termination, the tax exemption for the Project or applicable Phase shall expire, and the Land and Improvements shall thereafter be assessed and taxed according to the general laws applicable to other non-exempt property in the City. Upon Termination all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-12*. Notwithstanding the above, if the Redevelopment Agreement is terminated, this Agreement shall automatically, without the need for any further action, terminate with respect to any portion of the Project, or Phase thereof, not already completed.

#### **SECTION 3.02 Date of Termination**

Upon any Termination of the tax exemption, as described in Section 3.01, the date of such Termination shall be deemed to be the last day of the fiscal year of the Entity.

#### **SECTION 3.03 Voluntary Termination by Entity**

The Entity may at any time after the expiration of one year from the completion of the Project, or applicable Phase, notify the City that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon Termination of the Agreement, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the City's acceptance of its final accounting, pursuant to *N.J.S.A. 40A:20-12*.

**{End of Article III}**

## ARTICLE IV

### ANNUAL SERVICE CHARGE

#### **SECTION 4.01** Annual Service Charge Consent

The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the City of any provisions of this Agreement. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

#### **SECTION 4.02** Payment of Annual Service Charge

A. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

B. Payment of the Annual Service Charge shall be made to the City on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date in accordance with the City's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the Termination of the Agreement. The City shall issue the Entity bills for the Annual Service Charge in a manner generally consistent with the manner of its billing of ad valorem real estate tax payments on other property in the City.

C. In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, the amount past due shall bear interest at the highest rate of interest permitted under the State law in the case of unpaid taxes or tax liens on the Property and Land until paid.

D. In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A. 40A:20-12*, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the City during the tax year, in accordance with Applicable Law.

#### **SECTION 4.03** Annual Service Charge Amount

Pursuant to *N.J.S.A. 40A:20-12*, the Annual Service Charge shall be an amount equal to:

A. In connection with Phase 1, the greater of: (a) (i) 10.5% of the Annual Gross Revenue for the first ten years after the Annual Service Charge Start Date; (ii) 12% of the Annual

Gross Revenue for years 11-20 after the Annual Service Charge Start Date; and (iii) 13% of the Annual Gross Revenue for the years 21-30 after the Annual Service Charge Start Date or (b) the Minimum Annual Service Charge; provided, however, that in the event the Annual Gross Revenue realized by Phase 1 in a given year exceeds the amount for such year set forth on Exhibit D-1, the Annual Service Charge for such year, and only for such year, shall increase by 1% of Annual Gross Revenue.

B. In connection with Phase 2, the greater of: (a) (i) 11% of the Annual Gross Revenue for the first ten years after the Annual Service Charge Start Date; (ii) 12.5% of the Annual Gross Revenue for years 11-20 after the Annual Service Charge Start Date; and (iii) 13.5% of the Annual Gross Revenue for the years 21-30 after the Annual Service Charge Start Date or (b) the Minimum Annual Service Charge; provided, however, that in the event the Annual Gross Revenue realized by Phase 2 in a given year exceeds the amount for such year set forth on Exhibit D-2, the Annual Service Charge for such year, and only for such year, shall increase by 1% of Annual Gross Revenue.

C. In connection with Phase 3, the greater of: (a) (i) 11.5% of the Annual Gross Revenue for the first ten years after the Annual Service Charge Start Date; (ii) 13% of the Annual Gross Revenue for years 11-20 after the Annual Service Charge Start Date; and (iii) 14% of the Annual Gross Revenue for the years 21-30 after the Annual Service Charge Start Date or (b) the Minimum Annual Service Charge; provided, however, that in the event the Annual Gross Revenue realized by Phase 3 in a given year exceeds the amount for such year set forth on Exhibit D-3, the Annual Service Charge for such year, and only for such year, shall increase by 1% of Annual Gross Revenue.

D. Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of the Agreement to the contrary, including Section 4.04 herein, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect.

#### **SECTION 4.04 Land Taxes and Credits, Reformation of Annual Service Charge**

A. In the event the exemption of the Land authorized under *N.J.S.A. 40A:20-12* is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and shall be reformed to provide that Land Taxes are assessed on the Property. In such event, the Entity will be required to make payment of both the Annual Service Charge and the Land Tax Payments, and the payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. The Entity is required to pay the full Land Tax Payments in any given year, and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes, where delinquency extends beyond the applicable cure period.

B. For all time periods during which this Agreement is in effect, the Land shall be assessed without regard to any improvements or increase in value to the Land because of the Improvements or any approvals relating thereto.

C. The Entity's failure to make the requisite Annual Service Charge payment and/or Land Tax Payment in a timely manner shall constitute a violation and breach of this Agreement. The City shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law and/or may declare a Default under this Agreement upon sixty (60) days written notice to the Entity.

**SECTION 4.05 Schedule of Staged Adjustments to Annual Service Charge**

Pursuant to *N.J.S.A. 40A:20-12(b)*, the Annual Service Charge shall be adjusted as follows:

A. Stage One. Commencing on the Annual Service Charge Start Date through the 8<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 of the Agreement.

B. Stage Two. From the 9<sup>th</sup> year through the 14<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 20% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

C. Stage Three. From the 15<sup>th</sup> year through the 20<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 40% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

D. Stage Four. From the 21<sup>st</sup> year through the 24<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 60% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

E. Stage Five. From the 25<sup>th</sup> year through the 30<sup>th</sup> year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

**SECTION 4.06 Administrative Fee**

The Entity shall pay annually an administrative fee to the City in addition to the Annual Service Charge. The Administrative Fee shall be computed as two percent (2%) of the Annual Service Charge required pursuant to Section 4.03. This fee shall be payable and due on or before February 1<sup>st</sup> of each year for the Administrative Fee accrued in the prior calendar year, and collected in the same manner as the Annual Service Charge. In the event the Entity fails to pay the Administrative Fee when due and owing, the amount unpaid shall bear the highest rate of interest permitted under applicable New Jersey law in the case of unpaid taxes or tax liens until paid.

**SECTION 4.07 Material Conditions**

It is expressly agreed and understood that all payments of Annual Service Charge and any interest payments, penalties or costs of collection due thereon, Land Taxes and the Administrative Fee are material conditions of this Agreement (the “**Material Conditions**”). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

**SECTION 4.08** No Reduction in Payment of the Annual Service Charge

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Sections 4.03 and 4.03 hereof shall be reduced, amended or otherwise modified during the term of this Agreement.

**SECTION 4.09** Annual Service Charges as Municipal Lien

In accordance with the provisions of the Long Term Tax Exemption Law, the Annual Service Charge shall be and constitutes a continuous municipal lien on the Property and the Improvements.

**SECTION 4.10** Security for Payment of Annual Service Charges

In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

**SECTION 4.11** County Portion Paid to the County

In accordance with the provisions of *N.J.S.A.* 40A:20-12, upon the payment of the Annual Service Charge, the City shall remit the County Share to the County.

**{End of Article IV}**

## **ARTICLE V**

### **REMEDIES**

#### **SECTION 5.01 Dispute Resolution**

In the event of a dispute arising between the Parties in reference to the terms and provisions as set forth herein, the Parties shall submit the dispute to the American Arbitration Association in the State to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. Each Party to this Agreement shall designate an arbitrator, and the two (2) arbitrators shall choose a third arbitrator. The arbitrators designated and acting under this Agreement shall make a determination, and produce a reasoned decision, regarding the issue(s) in controversy in strict conformity with the terms of this Agreement and Applicable Law. Costs for said arbitration shall be borne equally by both Parties.

Notwithstanding anything herein to the contrary, no arbitrator shall have any power or authority to amend, alter, or modify any part of this Agreement, in any way.

#### **SECTION 5.02 Remedies**

In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV, the City in addition to its other remedies, reserves the right to proceed against the Project and/or the Property, in the manner provided by Applicable Law, including the Tax Sale Law and the In Rem Tax Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word "Taxes" appears, or is applied, directly or implied, to mean real estate taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or a municipal lien on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the City to proceed in the above-mentioned manner.

**{End of Article V}**

**ARTICLE VI**

**CERTIFICATE OF OCCUPANCY**

**SECTION 6.01 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner.

**SECTION 6.02 Filing of Certificate of Occupancy**

It shall be the responsibility of the Entity to promptly file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

**{End of Article VI}**

## ARTICLE VII

### ANNUAL AUDITS

#### **SECTION 7.01** Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed by Applicable Law.

#### **SECTION 7.02** Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, commencing for the year in which the Annual Service Charge Start Date occurs, for the duration of this Agreement, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year pursuant to *N.J.S.A.* 40A:20-3(c). The Report shall clearly identify and calculate all items comprising the Annual Gross Revenue and the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports. Any delay in submitting the Auditor's Report, which is the result of causes beyond the reasonable control of the Entity, shall not constitute a Default hereunder.

B. Total Project Cost Audit: Within ninety (90) days after the final Certificate of Occupancy is issued for the Project or Phase, as applicable, the Entity shall, unless this Agreement is terminated, submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect.

C. Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Mayor, City Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project or Phase, as applicable, and the extent of the ownership interest of each and such additional information as the City may request from time to time.

#### **SECTION 7.03** Inspection

The Entity shall permit the inspection of the Property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the City and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the City and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A.* 40A:20-9(e). Such inspection shall be

made upon ten (10) days' written notice during the Entity's regular business hours, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

#### **SECTION 7.04 Limitation on Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits and dividends pursuant to the provisions of *N.J.S.A.* 40A:20-15. Pursuant to *N.J.S.A.* 40A:20-3(b) and (c), this calculation shall be completed in accordance with generally accepted accounting principles. In accordance with *N.J.S.A.* 40A:20-15, excess Net Profits shall be calculated on an annual but cumulative basis.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A.* 40A:20-15. The reserve shall be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or *N.J.S.A.* 40A:20-16, any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

#### **SECTION 7.05 Payment of Dividend and Excess Profit Charge**

In the event the Net Profits of the Entity in any fiscal year shall exceed the Allowable Net Profits for such period, then the Entity, within ninety (90) days after the end of such fiscal year, shall pay such excess Net Profits to the City as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A.* 40A:20-3(c) and 40A:20-15.

The Parties agree that any excess Net Profit will be paid to the City as additional Annual Service Charge.

**{End of Article VII}**

## ARTICLE VIII

### ASSIGNMENT AND/OR ASSUMPTION

#### SECTION 8.01 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law

The Entity shall not voluntarily transfer more than ten percent (10%) of the Project, until it has removed itself and the Project from all restrictions under this Agreement. The Entity shall, however, be permitted to transfer all or any portion of the Project to another urban renewal entity approved by the City as follows:

A. As permitted by *N.J.S.A. 40A:20-10(a)*, it is understood and agreed that the City, on written application by the Entity, shall consent to a sale of the Project or Phase thereof, and the transfer of this Agreement provided: (i) the transferee entity does not own or lease any other project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement; and (vi) the principal owners of the transferee entity possess satisfactory business reputation and sufficient financial qualifications and credit worthiness to manage and complete the Project. Any assignment of the Entity's interest in this Agreement in whole or in part shall terminate any obligation of Entity hereunder with respect to the corresponding portion of the Project, and the assignee shall be deemed the Entity hereunder with respect to such portion of the Project. All rights and remedies of the City following an assignment shall be enforceable only against the assignee and the corresponding portion of the Project. The City agrees to countersign the assignment document for purposes of acknowledging such assignment, the ongoing validity of this Agreement with respect thereto, and the provisions of Sections 2.01 and 8.01(A) hereof. In the event that the transfer contemplated in this Section 8.01(A) is for less than the whole of the Project, the Annual Service Charge to be paid each by the Entity and the transferee entity after the transfer shall be based on the Annual Gross Revenue for that portion of the Project being transferred, calculated pursuant to Section 4.03 hereof.

B. Nothing herein shall prohibit, following prior notice thereof to the City and execution of an appropriate assignment and assumption agreement between the transferor and transferee, the transfer of Entity's interest herein (i) to a new urban renewal entity that is an Affiliate of the Entity, as to any Phase or (ii) to the Master Redeveloper. In the case of a transfer pursuant to 8.01(B)(i) hereof, the Parties hereby acknowledge and agree that, without any further action of the City Council, following the Effective Date hereof: (1) the rights and obligations with respect to Phase 2 may be assigned to and assumed by Manhattan Beach Phase II Urban Renewal LLC (the "**Phase 2 URE**"), an Affiliate of the Entity, and that the City and the Phase 2 URE shall enter into an agreement with respect to same substantially in the form of Exhibit 19-C to the Application; (2) the rights and obligations with respect to Phase 3 may be assigned to and assumed by Manhattan Beach Phase III Urban Renewal LLC (the "**Phase 3 URE**"), an Affiliate of the Entity, and that the City and the Phase 3 URE shall enter into an agreement with respect to same substantially in the form of Exhibit 19-D to the Application; and (3) following the assignment and

assumption of the rights and obligations with respect to Phase 2 and Phase 3 as set forth in paragraphs (1) and (2) immediately above, the City and the Entity shall enter into a new agreement, substantially in the form of Exhibit 19-B to the Application, which agreement shall govern the rights and obligations of the Parties solely with respect to Phase 1. Following the execution of the agreements referenced in paragraphs (1), (2), and (3) immediately above, this Agreement shall no longer be of any force or effect.

C. Nothing contained herein shall prohibit any transfer of any ownership interest in the Entity provided that the transfer, if ten percent (10%) or greater, shall be disclosed to the City Council in the next Auditor's Report or in correspondence sent to the City Clerk in advance of the next Auditor's Report.

D. If the Entity transfers the Project to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to *N.J.S.A. 40A:20-6*, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the Long Term Tax Exemption Law. The date of transfer of title of the Project to a purchasing entity shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after that date of the transfer of title, the Entity shall pay to the City the amount of reserve, if any, maintained by it, as well as the excess Net Profit, if any, pursuant to *N.J.S.A. 40A:20-15*.

#### **SECTION 8.02 Severability**

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the City Council by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which are basic to, embraced in, or underlying the exempt Improvements.

#### **SECTION 8.03 Collateral Assignment**

A. It is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to portions of the Property and/or Improvements for purposes of (i) financing the design, development, and construction of the Project or Phase and/or (ii) obtaining permanent mortgage financing relating to the Project or Phase, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

B. The City acknowledges that the Entity and/or and/or its Affiliates intend to obtain secured financing in connection with the acquisition, development, and construction of the Project or applicable Phase. The City agrees that the Entity and/or its Affiliates may assign, pledge, hypothecate, or otherwise transfer its applicable rights under this Agreement and/or its interest in the Project or applicable Phase to one or more secured parties or any agents therefor (each, a "**Secured Party**" and collectively, the "**Secured Parties**") as security for obligations of the Entity and/or its Affiliates, incurred in connection with such secured financing (collectively, the "**Security Arrangements**"). The Entity shall give the City written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such notice waives any requirement of the City hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, and to the rights of the City hereunder to encumber and/or lease the Land and/or Improvements, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

**{End of Article VIII}**

## ARTICLE IX

### CITY FINDINGS

#### **SECTION 9.01** Relative Benefits

In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A.* 40A:20-11(a), the City hereby finds and determines that this Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the City and its citizens despite the tax exemption granted hereunder. The Property is a former industrial site, was formerly owned by SARA and is currently vacant and underutilized. The Project or applicable Phase, will redevelop the Property with a residential complex consisting of approximately 486 market-rate rental units. The Project will create approximately 750-1,000 construction jobs and approximately 6 permanent jobs. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and water/sewer fees. In light of market conditions, economic factors and development costs impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive the tax exemption provides, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

#### **SECTION 9.02** Importance of Tax Exemption

In accordance with the Long Term Tax Exemption Law, specifically *N.J.S.A.* 40A:20-11(b), the City hereby finds and determines that it has reviewed the Application and accompanying financial information and it has determined that this Agreement is a critical incentive for the Entity to undertake the Project in the City due to the extraordinary costs associated with the development of the Property. The tax exemption permits the development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be feasibly developed by reducing the expenses associated with the operation of the Project. Reduced expenses allow for more competitive rents than would otherwise be possible in light of the extraordinary development costs. As a result, the locational decisions of the probable tenants will be influenced positively by the tax exemption.

**{End of Article IX}**

## **ARTICLE X**

### **WAIVER**

#### **SECTION 10.01 Waiver**

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the City or the Entity of any rights and remedies provided by the Applicable Law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the City or the Entity has under law, in equity, or under any provision of this Agreement.

**{End of Article X}**

## ARTICLE XI

### NOTICE

#### SECTION 11.01 Notice

Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

A. When sent to the Entity it shall be addressed as follows:

Manhattan Beach Phase I Urban Renewal LLC  
32 Mount Kemble Ave  
Morristown, New Jersey 07960

**with copy to:**

Patricia J. Ryou, Esq.  
Pearlman & Miranda LLC  
110 Edison Place, Suite 301  
Newark, New Jersey 07102

B. When sent to the City, it shall be addressed as follows:

City Clerk  
City of South Amboy  
140 North Broadway  
South Amboy, New Jersey 08879

**with copy to:**

Kevin P. McManimon, Esqq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068

The notice to the City shall identify the subject with the tax account numbers of the tax parcels comprising the Property.

In addition, if the Entity delivers formal written notice to the City of the name and address of any Secured Party, then the City shall provide such Secured Party with a copy of any notice required to be sent to the Entity.

**{End of Article XI}**

## **ARTICLE XII**

### **COMPLIANCE**

#### **SECTION 12.01 Statutes and Ordinances**

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the City, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

**{End of Article XII}**

**ARTICLE XIII**

**CONSTRUCTION**

**SECTION 13.01 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn, since counsel for both the Entity and the City have combined in their review and approval of same.

**{End of Article XIII}**

## **ARTICLE XIV**

### **INDEMNIFICATION**

#### **SECTION 14.01 Indemnification**

It is understood and agreed that in the event the City shall be named as a party defendant in any action respecting the Property brought against the City or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the City harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of the Long Term Tax Exemption Law, and/or any other Applicable Law except for any misconduct by the City or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the expense thereof to be borne by the Entity.

**{End of Article XIV}**

## ARTICLE XV

### DEFAULT

#### **SECTION 15.01** Default

Default shall be failure of either Party to conform to the terms of this Agreement and/or perform any obligation imposed by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period. A Default by the Entity as to one Phase shall not constitute a Default as to another Phase.

#### **SECTION 15.02** Cure Upon Default

Should a Party be in Default of any obligation under this Agreement, the non-defaulting Party shall notify the defaulting Party and any mortgagee, if applicable, of the Entity in writing of said Default (the “**Default Notice**”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge which default must be cured within ten (10) days from the date of its receipt of the Default Notice) provided such cure can reasonably be effected within such sixty (60) day period in which case Entity shall have such additional time to cure as reasonably necessary to effect same. In the event of any uncured Default by the Entity, the City shall have the right to proceed against the Property pursuant to Applicable Law. Upon any Default in payment of any installment of the Annual Service Charge, the City shall have the right to proceed with an In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Act.

#### **SECTION 15.03** Remedies Upon Default Cumulative; No Waiver

Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge, and/or the Administrative Fee and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges, Administrative Fee or other charges, or for breach of covenant. The resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

**SECTION 15.04 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy any Default within the time period provided in Section 15.02, the City has the right to terminate this Agreement upon written notice to the Entity (the “**Notice of Termination**”).

**SECTION 15.05 Final Accounting**

Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of *N.J.S.A. 40A:20-13* and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

**SECTION 15.06 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

**{End of Article XV}**

## ARTICLE XVI

### MISCELLANEOUS

#### **SECTION 16.01** Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement and/or the Redevelopment Agreement, the language in this Agreement and/or the Redevelopment Agreement, as the case may be, shall govern and prevail.

#### **SECTION 16.02** Oral Representations

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Ordinance of the City authorizing this Agreement, and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

#### **SECTION 16.03** Entire Document

All conditions in the Ordinance of the City Council approving this Agreement are incorporated in this Agreement and made a part hereof. This Agreement, the Ordinance and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

#### **SECTION 16.04** Good Faith

In their dealings with each other, the Parties agree that they shall act in good faith.

#### **SECTION 16.05** Recording

This entire Agreement will be filed and recorded with the Middlesex County Clerk by the Entity at the Entity's expense.

#### **SECTION 16.06** Municipal Services

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for Land Taxes, if applicable, and Annual Service Charges, as required by law. Nothing herein is intended to release the Entity from its obligation to make such payments.

#### **SECTION 16.07** Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee or other party having an interest in the Project or applicable Phase, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event

which, with the passage of time and/or the giving of notice would result in the occurrence of a Default) or stating the nature of any Default, and (iii) stating any such other reasonable information as may be requested.

**SECTION 16.08 Financing Matters**

The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 is set forth in the Application.

**SECTION 16.09 Counterparts**

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

**SECTION 16.10 Amendments**

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties.

**SECTION 16.11 Certification**

The Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that an agreement with an urban renewal entity, i.e., the Entity, for the development of the Redevelopment Area, has been entered into and is in effect as required by the Long Term Tax Exemption Law. Delivery by the Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the City Council approving the tax exemption described herein and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, within 10 calendar days following the later of the effective date of the Ordinance or the execution of this Agreement by the Entity, the City Clerk shall transmit a certified copy of the Ordinance and this Agreement to the chief financial officer of Middlesex County and to the Middlesex County counsel for informational purposes.

**SECTION 16.12 Severability**

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

**SECTION 16.13 Effect of Amendment and Restatement**

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

**{End of Article XVI}**

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed as of the day and year first above written.

**MANHATTAN BEACH PHASE I URBAN RENEWAL LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SOUTH AMBOY**

By: \_\_\_\_\_  
Fred A. Henry, Mayor



STATE OF NEW JERSEY :  
 : SS  
COUNTY OF MIDDLESEX :

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_ 2021, by Fred A. Henry, and this person acknowledged under oath, to my satisfaction that:

- (a) he is the Mayor of the CITY OF SOUTH AMBOY, a municipal corporation of the County of Middlesex and State of New Jersey, named in the within document;
- (b) he is authorized to execute the attached document on behalf of the City of South Amboy;
- (c) he executed the attached document on behalf of the City of South Amboy; and
- (d) the attached document was signed and made by the City of South Amboy as its duly authorized and voluntary act.

\_\_\_\_\_  
Notary Public

SEAL

## **LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- Exhibit A. Property Description
- Exhibit B. Exemption Application with Exhibits
- Exhibit C. Ordinance

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B**

**EXEMPTION APPLICATION WITH EXHIBITS**

**(Exhibit 19-A, 19-B, 19-C, and 19-D to Application Intentionally Omitted as they are on file with the City)**

**EXHIBIT C**  
**ORDINANCE**

### EXHIBIT D-1

Year 1	\$5,502,522
Year 2	\$6,826,185
Year 3	\$7,479,714
Year 4	\$7,591,910
Year 5	\$7,705,788
Year 6	\$7,821,375
Year 7	\$7,938,696
Year 8	\$8,057,776
Year 9	\$8,178,643
Year 10	\$8,301,323
Year 11	\$8,425,843
Year 12	\$8,552,230
Year 13	\$8,680,514
Year 14	\$8,810,721
Year 15	\$8,942,882
Year 16	\$9,077,025
Year 17	\$9,213,181
Year 18	\$9,351,378
Year 19	\$9,491,649
Year 20	\$9,634,024
Year 21	\$9,778,534
Year 22	\$9,925,212
Year 23	\$10,074,090
Year 24	\$10,225,202
Year 25	\$10,378,580
Year 26	\$10,534,259
Year 27	\$10,692,272
Year 28	\$10,852,656
Year 29	\$11,015,446
Year 30	\$11,180,678

**EXHIBIT D-2**

Year 1	\$4,325,609
Year 2	\$5,366,158
Year 3	\$5,879,907
Year 4	\$5,968,106
Year 5	\$6,057,627
Year 6	\$6,148,492
Year 7	\$6,240,719
Year 8	\$6,334,330
Year 9	\$6,429,345
Year 10	\$6,525,785
Year 11	\$6,623,672
Year 12	\$6,723,027
Year 13	\$6,823,872
Year 14	\$6,926,230
Year 15	\$7,030,124
Year 16	\$7,135,576
Year 17	\$7,242,609
Year 18	\$7,351,248
Year 19	\$7,461,517
Year 20	\$7,573,440
Year 21	\$7,687,041
Year 22	\$7,802,347
Year 23	\$7,919,382
Year 24	\$8,038,173
Year 25	\$8,158,746
Year 26	\$8,281,127
Year 27	\$8,405,344
Year 28	\$8,531,424
Year 29	\$8,659,395
Year 30	\$8,789,286

**EXHIBIT D-3**

Year 1	\$2,720,031
Year 2	\$3,374,350
Year 3	\$3,697,405
Year 4	\$3,752,866
Year 5	\$3,809,159
Year 6	\$3,866,297
Year 7	\$3,924,291
Year 8	\$3,983,155
Year 9	\$4,042,903
Year 10	\$4,103,546
Year 11	\$4,165,100
Year 12	\$4,227,576
Year 13	\$4,290,990
Year 14	\$4,355,354
Year 15	\$4,420,685
Year 16	\$4,486,995
Year 17	\$4,554,300
Year 18	\$4,622,614
Year 19	\$4,691,954
Year 20	\$4,762,333
Year 21	\$4,833,768
Year 22	\$4,906,275
Year 23	\$4,979,869
Year 24	\$5,054,567
Year 25	\$5,130,385
Year 26	\$5,207,341
Year 27	\$5,285,451
Year 28	\$5,364,733
Year 29	\$5,445,204
Year 30	\$5,526,882