

ENGINEER'S STATUS REPORT
Borough of Haddon Heights
September 2022

FY 2019 Camden County Open Space – Multi-Use Trail Grant

Previously Reported:

- Camden County Open Space Preservation Trust Fund Advisory Committee had announced applications for grant funding were available for constructing recreational trails in Camden County municipalities. Our office submitted an application in September 2019 for constructing a recreational trail in phases from the Norcross-McLaughlin Memorial Dell at Haddon Lake Park to the Devon Avenue recreation facilities. This application was submitted for Phase 1 beginning at the Norcross-McLaughlin Memorial Dell.
- The Borough has been notified that the Borough has been successful in the award of grant funding of \$100,000 for design, construction, and inspection/construction management for Phase 1 of this project.
- As determined by the Borough Engineering Committee, our office will bid this project under the same contract as the FY 2020 NJDOT Municipal Aid Funding – Devon Avenue project as both projects are in close proximity of each other and may be more cost efficient to maximize the grant awards.
- Our office has completed the existing base survey and is proceeding with preparation of bid documents, plans, and specifications for public bidding of this project in spring 2020.
- Our office attended an onsite meeting on June 24th with representatives of Camden County Engineering Department, Camden County Department of Parks, and Councilman Morgan and Councilman Mrozinski to discuss the scope of this project as well as additional potential pedestrian improvements in the vicinity of Haddon Lake Park. Our office is preparing an overall concept of all pedestrian improvements discussed for review by the Engineering Committee. Upon approval by the Engineering Committee, the overall concept will be submitted to Camden County for review and continued discussion.
- Our office has submitted plans for review by the Camden County Engineer. This project can be publicly advertised once Camden County Engineer review comments are received and addressed.

Sanitary Sewer System Asset Management Plan

Previously Reported:

- As directed, our office initiated the process of completing the application to the New Jersey Environmental Infrastructure Bank (NJEIB) to fund the creation of an Asset Management Plan for the Borough's Sanitary Sewer System.
- The Project Information has been submitted to the financing program and a Project Reviewer has been assigned to the project.

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- It is our understanding that the Borough is in the process of issuing a Request for Proposal to procure a consultant to work with the Department of Public Works in creating the Asset Management Plan.
- Our office will continue the application process and provide all pertinent information to the NJEIT as directed.
- Councilman Schreiber, Borough Clerk Kelly Santosusso, and our office are attended a tele-conference with representatives of the NJEIT on Wednesday June 20th at 11 AM.
- Our office is assisting in preparing a five (5) year budgetary estimate for potential projects for review by Council.
- A conference call with representatives of the New Jersey Environmental Infrastructure Bank (NJEIB) is scheduled for 11 AM on Tuesday November 20th.
- Our office has executed the Engineering Agreement and submitted to the Borough. It is our understanding the Agreement has been uploaded and submitted to the NJEIB.
- In coordination with the Borough Clerk / Administrator, all technical aspects of the NJEIB application have been completed and submitted.
- The Borough Clerk / Administrator and Borough CFO are currently coordinating with the Borough's Bond Council (Parker McCay) to complete the NJEIB required submission of a Long Term Financial Addendum Form (Long Term FAF) and associated Resolutions / Ordinances.
- Our office has been informed by the Borough that the \$100,000 loan for the Small System Asset Management has been officially closed. Our office has commenced work on this project.
- In accordance with the funding agreement with the NJEIB, the Sanitary Sewer System Asset Management Plan must include the following required components for entirety of the Boroughs sanitary sewer system:
 1. Asset Inventory and Condition Assessment
 2. Level of Service
 3. Critical Assets
 4. Life Cycle Costing
 5. Long-term Funding Strategy

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- Our office is currently in the process of performing the Asset Inventory and Condition Assessment. To date our office has field located (in GPS format) all of the sanitary sewer manholes in the Borough's system and have performed condition assessments for all the manholes and associated sanitary sewer mains with the exception of assets that were difficult to locate or open. Our office is coordinating with the Director of Public Works for assistance in locating / opening these manholes.
- Our office is coordinating with the asset management software manufacturer (Spatial Data Logic), the Borough Clerk, and Borough Administrator to setup a meeting to purchase and setup the software.
- Our office has completed approximately 95% of the Asset Inventory and Condition Assessment.
- As previously reported, the Asset Management Plan is an electronic repository of all data generated under the NJEIB funded Sanitary Sewer System Asset Management Plan for the following required components:
 1. Asset Inventory and Condition Assessment
 2. Level of Service
 3. Critical Assets
 4. Life Cycle Costing
 5. Long-term Funding Strategy

In coordination with the DPW Superintendent, Dave Taraschi, we have secured licensing for the sanitary sewer module of the Cartegraph Asset Management Software.

- As directed by the Engineering Committee, our office will coordinate with the Borough Clerk to initiate the process of completing the application to the New Jersey Environmental Infrastructure Bank (NJEIB) to fund the Lake Street Pump Station Emergency Standby Pumping Equipment project.
- Our office is currently finalizing bid documents for this project.

Inflow and Infiltration Program

Previously Reported:

- To facilitate the direct interconnection with the CCMUA for the elimination of the Kings Highway Pump station, the Borough must enter into an agreement with the CCMUA which calls for the Borough to develop a meaningful inflow and infiltration reduction program.

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- Our office submitted a status memorandum dated July 10, 2013, to the CCMUA providing a general scope for the Borough's Project Work Plan in compliance with the January 22, 2013 CCMUA-Haddon Heights "Inter-municipal Agreement".
- Additional meaningful inflow and infiltration reduction and associated reporting must be prepared and submitted to the CCMUA to remain in compliance with the "Inter-municipal Agreement". Our office awaits direction from the Governing Body.

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ORDINANCE 2022:1523

**AN ORDINANCE OF THE BOROUGH OF HADDON HEIGHTS ESTABLISHING
A PROGRAM PURSUANT TO N.J.S.A. 40A:21-1 *ET SEQ.*
FOR CERTAIN EXEMPTIONS TO AND ABATEMENTS OF
REAL PROPERTY TAXES IN AREAS IN NEED OF
REHABILITATION OR REDEVELOPMENT**

WHEREAS, pursuant to N.J.S.A. 40A:21-1, *et seq.*, a municipality having within its corporate limits Areas in Need of Rehabilitation or Areas in Need of Redevelopment pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 *et seq.*) may, by ordinance, provide for the exemption to, and abatement of, real property taxes for a limited period of time, to encourage and provide incentives for the construction and rehabilitation of certain residences, multiple dwellings, mixed use structures and industrial and commercial structures; and

WHEREAS, the Borough of Haddon Heights contains areas that have been declared either Areas in Need of Rehabilitation or Areas in Need of Redevelopment (hereafter "ANRs") as that term is defined in N.J.S.A. 40A:21-1, *et seq.*; and

WHEREAS, the Borough of Haddon Heights desires to provide the opportunity in appropriate cases for the use of real property tax incentives for certain residences, multiple dwellings, mixed use structures and commercial and industrial structures within the boundaries of its ANRs; and

WHEREAS, N.J.S.A. 40A:21-1, *et seq.* provides for the exemption of assessments on improvements for five years following completion of a project as defined in the statute and the exemption or abatement of property taxes for new construction for a five year period following completion of the project as defined in the statute;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Borough of Haddon Heights:

SECTION ONE. Definitions.

- A. The definitions contained in N.J.S.A. 40A:21-3 are incorporated herein by reference as if set forth at length, except as modified or supplemented herein. As used in this Chapter, words shall have the meanings as so defined unless a different meaning is expressed.
- B. "Completion" shall mean the issuance of a temporary certificate of occupancy, continuing certificate of occupancy, final certificate of occupancy for the improvement in question or other determination of completion by the Borough.
- C. "Mixed Use Structure" shall mean a structure with two or more different uses such as, but not limited to, residential, commercial, or industrial.

SECTION TWO. Tax Exemptions and Abatements Authorized.

The Borough hereby authorizes the utilization of tax exemption and abatement in accordance with Article VIII, Section I, Paragraph 6, of the New Jersey Constitution and establishes the eligibility of dwellings, multiple dwellings, mixed use structures, commercial and industrial structures for five-year tax exemptions and abatements as authorized by N.J.S.A. 40A:21-1, et seq., throughout areas of the municipality that have been declared in Need of Redevelopment or in Need of Rehabilitation as permitted by statute and as set forth herein, provided that the property is not ineligible pursuant to the provisions of Section of this ordinance.

SECTION THREE. Improvements to Dwellings.

Improvements to one or two unit residential dwellings shall be eligible for tax exemption, pursuant to N.J.S.A. 40a:21-5a, provided the improvements meet the minimum eligibility requirements is Section 16.B. In determining the value of real property, the municipality will regard the first \$25,000.00 in the assessor's full and true value of improvements for each dwelling unit primarily and directly affected in any dwelling more than twenty (20) years old as not increasing the value of the property for a period of five (5) years. The exemption period shall commence upon completion of the improvements. Notwithstanding the foregoing, the assessment on the property shall not be less than the assessment thereon existing immediately prior to the completion of the improvements.

SECTION FOUR. Improvements to Multiple Dwellings.

A. Improvements to, or construction of, multiple dwellings are eligible for tax exemption. Multiple dwellings are buildings containing three or more residential units. Upon approval in accordance with the provisions of this Chapter, the Assessor's full and true assessed value of the improvements shall be regarded as not increasing the value of the property for a period of five (5) years commencing with the completion of an improvement, as defined in Section I, notwithstanding that the value of the property to which the improvements are made is increased thereby. During the exemption period, the assessment on the property shall not be less than the assessment existing thereon immediately prior to the improvement unless an abatement is granted pursuant to subsection B of this Section, or there is damage to the multiple dwelling through action of the elements sufficient to warrant a reduction. As used in this section, "improvements" shall not be construed to include an increase in the number of dwelling units nor the reduction of the total number of dwelling units to less than three.

B. Improvements to, or construction of, multiple dwellings that have received a tax exemption pursuant to subsection A of this Section may be eligible for a tax abatement. If approved by the Borough, the annual amount of the abatement shall be set forth in a tax agreement, but the amount of the abatement shall not exceed 30% of the total cost of the improvement construction or conversion alteration, and the total amount of the abatements granted to any single property shall not exceed the total cost of the construction or conversion alteration. The term of the abatement shall not exceed five (5) years.

C. Any such exemption and abatement set forth in Section 4 shall be subject to individual review, evaluation and approval by the governing body pursuant to N.J.S.A. 40A:21-7 and the owner and Borough entering into a tax agreement as provided by N.J.S.A. 40A:21-10, or otherwise.

SECTION FIVE. Improvements to Mixed Use, Commercial and Industrial Structures.

A. Improvements to, or construction of, mixed use, commercial and industrial structures may be eligible for tax exemption for a period of five (5) years commencing with the completion of an improvement. Upon approval in accordance with the provisions of this Chapter, the Assessor's full and true assessed value of the improvements shall be regarded as not increasing the value of the property notwithstanding that the value of the property to which the improvement is made is increased thereby. During the exemption period, the assessment on the property shall not be less than the assessment existing thereon immediately prior to the improvements, unless there is damage to the structure through action of the elements sufficient to warrant a reduction.

B. The exemption may only be granted after review, evaluation and approval of each application by the governing body of the Borough. Any such exemption shall be subject to individual review, evaluation and approval by the governing body pursuant to N.J.S.A. 40A:21-7 and the owner and Borough entering into a tax agreement as provided by N.J.S.A. 40A:21-10, or otherwise.

SECTION SIX. Application and Exemption.

A. The applicant shall furnish to the municipality all the information required by N.J.S.A. 40A:21-9. In addition, every applicant shall file the application form prescribed by the Director of the New Jersey Division of Taxation in the Department of Treasury, with the Tax Assessor, as a condition to approval, within thirty (30) days, including Saturdays and Sundays, following the completion of the improvement, as defined in Section 1. Every application for exemption so filed, for a one or two-unit dwelling pursuant to Section 3 hereof, shall be approved and allowed by the Assessor to the degree that the application is consistent with the provisions of this Article, provided that the improvement for which the application is made, qualifies as such, pursuant to the provisions of this Article. The granting of an exemption or exemption and abatement and tax agreement, if appropriate, shall be recorded and made a permanent part of the official tax records of the taxing district, which record shall contain a notice of termination date thereof.

B. No tax exemption for a multiple-dwelling, mixed-use, commercial or industrial structure shall be granted unless approved by resolution of the Borough Council on an individual basis after review, evaluation and approval of each application and compliance with the terms of this Ordinance, the underlying statute, rules and regulations except as set forth in Section Three hereof.

C. The tax agreement for a multiple-dwelling, mixed-use, commercial or industrial structure shall provide for the applicant to pay to the Borough in lieu of full property tax payments an amount annually to be computed by one, but in no case a combination, of the three

formulas set forth in N.J.S.A. 40A:21-10, viz., the "Cost", "Gross revenue," or "Tax phase in" basis.

D. All tax agreements entered into shall be in effect for no more than the five full years next following the date of completion of the project.

SECTION SEVEN. Eligibility for Additional Construction or Improvement.

An additional improvement or construction, completed on a property granted a previous exemption or abatement during the period in which such previous exemption or abatement is in effect, may be qualified for an exemption and/or abatement, just as if such property had not received a previous exemption or abatement. In such case, the additional improvement or construction shall be considered as separate for the purposes of calculating exemptions and abatements, except that the assessed value of any previous improvement or construction shall be added to the assessed valuation as it was prior to that improvement or construction for the purpose of determining the assessed valuation of the property from which any additional abatement is to be subtracted.

SECTION EIGHT. Applicability of Statutory Regulatory Provisions.

Every application for exemption or abatement and every exemption and abatement granted shall be subject to all the provisions of N.J.S.A. 40A:21-1, *et seq.*, and all rules and regulations issued thereunder.

SECTION NINE. Applicability of Federal, State and Local Laws.

All tax abatement and exemption agreements shall provide that the applicant is subject to all federal, state and local laws and regulations.

SECTION TEN. Equalization.

The percentage which the payment in lieu of taxes bears to the property taxes which would have been paid had an abatement not been granted for the property under the agreement shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the municipality for determining equalization for county apportionment and school aid during the term of the tax abatement agreement covering the property.

SECTION ELEVEN. Cessation or Disposition of Property.

If during any tax year prior to the termination of the tax abatement or exemption agreement, the applicant ceases to operate or disposes of the property or otherwise fails to meet the conditions of eligibility, the tax otherwise due if there had been no abatement or exemption shall become due and payable by the property owner. The Tax Assessor shall notify the property owner and the Tax Collector forthwith and the Tax Collector shall within fifteen (15) days thereof notify the owner of the property of the amount of taxes due. However, with respect to sale or other

disposal of the property which it is determined that the new owner of the property will continue to use the property pursuant to the conditions which were set forth in the tax abatement or exemption agreement, the exemption or abatement shall continue.

SECTION TWELVE. Default in Tax Payments.

In the event of default by the applicant, including but not limited to the failure to make timely tax or in lieu of tax payments to the municipality, the municipality shall notify the applicant, in writing, of said default. The applicant shall have thirty days to cure any default. Following the thirty day cure period, the municipality shall have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:4-1, *et seq.* and/or may cancel the Financial Agreement upon thirty days' notice to the applicant.

SECTION THIRTEEN. Taxes Upon Termination.

At the termination of a tax abatement or exemption agreement, a project shall be subject to all applicable real property taxes as provided by state law and local ordinance.

SECTION FOURTEEN. Payment of Fees.

No application for tax exemption or abatement shall be accepted by the municipality unless accompanied by full payment of the required application fee as set forth herein. Such fees shall be based on total project cost as set forth in a schedule on file with the Office of the Municipal Clerk. These fees shall be received as compensation for the Borough's administrative costs, legal review by the Borough Attorney and related work.

SECTION FIFTEEN. Ordinance Sent to Department of Community Affairs.

The Municipal Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the State of New Jersey Department of Community Affairs.

SECTION SIXTEEN. Ineligibility.

No exemption or abatements shall be granted in the following circumstances:

A. No exemptions or abatement shall be granted for any property for which property taxes or any other municipal charges are delinquent or remain unpaid or for which penalties for nonpayment are due for a period of at least one year, or for any property not being used in conformance with local, state or federal ordinance, regulation or statute. In addition, one and two family structures which contain home based businesses are ineligible for the tax exemption or abatement programs described herein.

B. No exemption or abatement shall be granted for any property being converted from single family use to a multiple family use.

C. No exemption or abatement shall be granted for any property the improvements to which will increase the density, as that term is defined in N.J.S.A. 40:55D-4, beyond that

permitted by the applicable zone regulations notwithstanding that a variance may have been granted for such increase.

D. No exemption or abatement shall be granted for any property that presently constitutes a valid non-conforming use or structure, as those terms are defined in N.J.S.A. 40:55D-5, unless the improvement eliminates the non-conformity.

SECTION SEVENTEEN. Appeal.

The grant or denial of application for a tax exemption or abatement pursuant to this ordinance shall be made in the sole discretion of the tax assessor and Borough Council. With respect to those approvals requiring tax agreements, in making its determination Council shall consider the cost and benefits of the improvements to the Borough as a whole including its location, financial impacts, effect on the zone plan and master plan, consistency with the development goals of the Borough, fiscal determinations with respect to the Borough budget and other factors deemed relevant by Council. Appeal of any determination made by the tax assessor or Borough Council under the terms of this Ordinance shall be made to the Camden County Board of Taxation.

SECTION EIGHTEEN. Construction of Ordinance.

Where consistent with the context in which used in this ordinance, words importing the singular shall include the plural; words importing the plural shall include the singular; and, words importing one gender shall include all other genders.

SECTION NINETEEN. Inconsistent Ordinances Repealed.

Should any provision of this ordinance be inconsistent with the provisions of any prior ordinances, the inconsistent provisions of such prior ordinances are hereby repealed, but only to the extent of the inconsistencies.

SECTION TWENTY. Severability.

In the event that any provision of this ordinance or the application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction, such declaration of invalidity shall not affect any other provision or application of this ordinance which may be given effect, and, to realize this intent, the provisions and applications of this ordinance are declared to be severable.

SECTION TWENTY-ONE. Application Fee Schedule.

The following fees are to be paid at the time that an application is submitted for tax exemption and/or exemption and abatement. The fees established herein may be adjusted from time to time by action of the Borough Council. In the event that the exemption or abatement is not granted, 50% of the application fee shall be refunded to the applicant.

Fees are established based on the estimated cost of the improvement:

- A. \$0 to \$50,000 = 1% of the estimated construction cost.
- B. \$50,001 to \$150,000 = 1.1% of the estimated construction cost
- C. \$150,001 to \$300,000 = 1.2% of the estimated construction cost
- D. \$300,001 to \$500,000 = 1.3% of the estimated construction cost
- E. \$500,001 and above = 1.5% of the estimated construction cost

SECTION TWENTY-TWO. Expiration.

No applications for exemptions or abatements shall be filed for exemptions or abatements to take initial effect in the eleventh tax year following adoption of this ordinance or in any year thereafter unless this ordinance has been readopted pursuant to the provisions of N.J.S.A. 40A:21-4.

Introduction: September 6, 2022

Public Hearing: _____

Final Adoption: _____

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

ORDINANCE 2022:1524

**ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF
HADDON HEIGHTS, CHAPTER 233 ENTITLED FIRE PREVENTION**

WHEREAS, the Borough of Haddon Heights is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Mayor and Borough Council of the Borough of Haddon Heights previously created an amendment to the Fire Prevention Ordinance to address Outdoor and Open Burning in accordance with the New Jersey Uniform Fire Code, N.J.A.C. 5:70-2.7 et seq.; and

WHEREAS, the Mayor and Borough Council of the Borough of Haddon believes it to be in the best interest of the Borough's health, safety and welfare to further amend said Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Haddon Heights, County of Camden, State of New Jersey, that Part II, Chapter 233 be amended and supplement to add the following provisions:

Section 1: Part II, Chapter 233-12B is amended and supplemented as follows:

This article shall amend Chapter 233 B. entitled "Definitions" is amended to add the following term:

"Nuisance means the escape of smoke into the open air from an outdoor wood-fired boiler or patio wood burning unit from any fire into the open air of such quantities of smoke and fumes as to cause injury, detriment or annoyance to the inhabitants of this municipality or endanger their comfort, repose, health or safety. The mere presence of smoke or the odor, in and of itself, shall not constitute a nuisance."

Section 2: All other Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3: If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

Section 4: This Ordinance shall take effect immediately upon final passage and publication as required by law.

Introduced: September 6, 2022

Public Hearing: _____

Adopted: _____

Mayor Zachary Houck

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2022:152

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

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

WHEREAS, the Mayor and Council of the Borough of Haddon Heights (the "Borough Council") adopted Resolution 2022:74 declaring certain properties within the Borough of Haddon Heights, County of Camden, State of New Jersey (the "Borough") as "Non-Condemnation Areas in Need of Redevelopment" as well as "Areas in Need of Rehabilitation," which Redevelopment Area includes Block 25, Lots 16 and 17.01, (the "Property"), pursuant to the Redevelopment Law; and

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

WHEREAS, the Borough has been in discussion with Broken Ground Properties, LLC (the "Conditional Redeveloper") regarding the rehabilitation and redevelopment of the Property; and

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

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

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

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

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

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. That Broken Ground Properties, LLC is hereby designated as "Conditional Redeveloper" for the Property and the Mayor and Borough Clerk are hereby authorized to execute a Memorandum of Understanding between the Borough and Conditional Redeveloper evidencing the Parties' agreement to conduct exclusive negotiations toward the formulation of a Redevelopment Agreement for the rehabilitation and redevelopment of the Property.

3. This Resolution shall take effect immediately.

Date: September 20, 2022

ATTEST:

BOROUGH OF HADDON HEIGHTS

Kelly Santosusso, RMC
Borough Clerk

Christopher Morgan
Council President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) dated as of _____, 2022, is made by and between Broken Ground Properties, LLC, a New Jersey corporation with offices located at _____ and/or its assignee, (the “Conditional Redeveloper”), and the **BOROUGH OF HADDON HEIGHTS**, a Municipal Corporation of the State of New Jersey, having offices at 625 Station Avenue, Haddon Heights, New Jersey 08035 (the “Borough”), (collectively referred to herein as the “Parties”).

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

WHEREAS, pursuant to N.J.S.A. 40A:12-1 et seq., Resolution 2022:74 of the Borough Council of the Borough of Haddon Heights (“Council”) declaring certain properties within the Borough as “Non-Condemnation Areas in Need of Redevelopment” as well as “Areas in Need of Rehabilitation” which Redevelopment Area includes Block 25, Lots 16 and 17.01 (the “Property”); and

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

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

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

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

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

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

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

1. **Negotiations with Conditional Redeveloper.** The Borough has, pursuant to Resolution, designated Broken Ground Properties, LLC, as Conditional Redeveloper for the

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

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

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

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

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

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

Borough by depositing the amount of Fifteen Thousand Dollars (\$15,000), (the "Interim Fund") to be drawn down by the Borough to pay Interim Costs. If the Interim Fund is drawn down to Five Thousand Dollars (\$5,000), the Borough shall notify Conditional Redeveloper in writing and Conditional Redeveloper shall replenish the Interim Fund as required herein within (15) days. If the Interim Fund is not so replenished, the Borough may immediately terminate negotiations upon written notice to Conditional Redeveloper and Conditional Redeveloper shall be responsible to immediately pay all costs due up to the date of termination.

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

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

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

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

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

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

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

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

ATTEST:

BOROUGH OF HADDON HEIGHTS

Kelly Santosusso, RMC, Borough Clerk

By: _____
Christopher Morgan
Council President

WITNESS:

Broken Ground Properties, LLC

By: _____

RESOLUTION 2022:155

RESOLUTION SETTING CURFEW AND TRICK OR TREATING HOURS FOR HALLOWEEN

BE IT RESOLVED by the Governing Body of the Borough of Haddon Heights in the County of Camden and in the State of New Jersey that the following curfew hours will be observed on October 30, 2022 and on Halloween, October 31, 2022:

Curfew Hours:

October 30th (Sunday) and October 31st (Monday)
9:00 p.m. for persons 18 years of age or younger

Trick or Treating Hours on Halloween:

October 31st (Monday)
3:00 to 5:00 pm
Dinner Hour, 5:00 to 6:00 pm
6:00 to 8:00 pm

Date: September 20, 2022

Council President Christopher Morgan

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2022:156

RESOLUTION AUTHORIZING REFUND OF A CABIN RENTAL FEE

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

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

<u>Name</u>	<u>Amount</u>
Carol Larro 318 Ninth Avenue Haddon Heights, NJ 08035	\$80.00

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

Date: September 20, 2022

Council President Christopher Morgan

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

RESOLUTION 2022:157

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

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

WHEREAS, the refunds are necessary due to a variety of circumstances and are as follows;

<u>Name</u>	<u>Amount</u>
Judy Santiago 6 Blue Grass Road Clementon, NJ 08021	\$450.00

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

Date: September 20, 2022

Council President Christopher Morgan

ATTEST: _____
Kelly Santosusso, RMC, Borough

RESOLUTION 2022:158

RESOLUTION AUTHORIZING TURNOVER OF UNCASHED CHECKS FOR HADDON HEIGHTS MUNICIPAL COURT - 0418

WHEREAS, the Court Administrator of the Borough of Haddon Heights is hereby authorized to turn over all eligible uncashed checks for years 2021; and

WHEREAS, Mayor and Council of the Borough of Haddon Heights hereby accepts the uncashed checks from the municipal court; and

NOW THEREFORE, be it resolved by the Mayor and Council of the Borough of Haddon Heights, County of Camden, State of New Jersey, that the Court Administrator of the Borough of Haddon Heights shall turn over the uncashed checks for the following accounts hereby attached for the following accounts for the year 2021.

COURT ACCOUNT NO. 0123004137
(Colonial Court Account)

TOTAL \$ 595.57

BAIL ACCOUNT NO. 0123004145
(Colonial Bail Account)

TOTAL \$ 00.00

Date: September 20, 2022

COUNCIL PRESIDENT CHRISTOPHER MORGAN

ATTEST: _____
KELLY SANTOSUSSO, RMC, BOROUGH CLERK

Court Account No. 0123004137

Year 2021

Check No.	Dated	PAID TO	Summons	Amount
8720	04/07/2021	PENN CREDIT		\$ 595.21
8723	04/07/2021	LATASE JACKSON	E17 3819	\$.20
8782	12/15/2021	CONRAD TRAENKNER	E17 133	\$.16

TOTAL	\$595.57
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Bail Account No. 0123004145

Year 2021

RESOLUTION 2022:159

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO
DEER CARCASS REMOVAL SERVICE, LLC FOR PROVISION OF DEER CARCASS
REMOVAL SERVICES ON AN "AS-NEEDED" BASIS UNDER THE
CAMDEN COUNTY COOPERATIVE PRICING SYSTEM ID #57 CCCPS
(BID A-35/2022)**

WHEREAS, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, ID #57 CCCPS has awarded a contract to Deer Carcass Removal Service, LLC, P.O. Box 328, Cream Ridge, New Jersey 08514 for the removal of Deer Carcass (Bid #A-35/2022) on an "as-needed" basis; and

WHEREAS, the Borough of Haddon Heights has participated in the bid process, and as such, shall pay \$65.00 per carcass removal.

NOW, THEREFORE, BE IT RESOLVED the Borough of Haddon Heights hereby authorizes participation in said award.

BE IT FURTHER RESOLVED, this contract is effective October 1, 2022 and shall extend through September 30, 2023.

Date: September 20, 2022

Council President Christopher Morgan

ATTEST: _____
Kelly Santosusso, RMC, Borough Clerk

CERTIFICATION:

I, Kelly Santosusso, Clerk of the Borough of Haddon Heights do hereby certify that the foregoing Resolution is a true and correct copy of a Resolution duly adopted at a public meeting of Borough Council held on September 20, 2022.

Kelly Santosusso, RMC, Borough Clerk

RESOLUTION

Res-Pg: 12-1

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT (BID A-35/2022), BY
AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF PUBLIC
WORKS) AND DEER CARCASS REMOVAL SERVICE, LLC, FOR THE PROVISION OF
DEER CARCASS REMOVAL SERVICES, UNDER THE CAMDEN COUNTY
COOPERATIVE PRICING SYSTEM, ID #57 CCCPS
ON AN "AS-NEEDED" BASIS**

WHEREAS, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, System Identifier # 57-CCCPS (Cooperative), received and opened bids at its Division of Purchasing on September 8, 2022, at 11:00 A.M., Prevailing Time, for Bid A-35/2022, Deer Carcass Removal Services on an as-needed basis under the Camden County Cooperative Pricing System, System Identifier # 57-CCCPS, the receipt of which bids were duly advertised in accordance with law; and

WHEREAS Deer Carcass Removal Service, LLC, the sole bidder, complied with the specifications and bid the sum of \$65.00 per carcass removal for both the County and participating municipalities in the Cooperative with second and third one-year option renewals at a cost of \$65.00 per carcass removal for both the County and participating municipalities in the Cooperative, said options to be utilized at the sole discretion of the County; and

WHEREAS It is the desire of the Camden County Board of Commissioners to award a contract to the sole bidder on behalf of the County of Camden and participating municipalities in the Cooperative for a term of one year commencing on or about October 1, 2022 through September 30, 2023; and

WHEREAS funding for this purpose is contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2022 permanent budget and 2023 temporary and/or permanent budgets and shall be encumbered as

RESOLUTION

Res-Pg: 12-2

the supplies/services are required at the unit cost for said services as authorized pursuant to N.J.A.C. 5:30-5.5(b)(2) and said services in the aggregate may not exceed any department's maximum line-item budget for this purpose; and

WHEREAS each participating municipality in the Cooperative is hereby authorized to enter into a contract directly with Deer Carcass Removal Service, LLC, pursuant to the terms and conditions of this bid, Bid A-35/2022, after award by its governing body in accordance with applicable law; now, therefore,

BE IT RESOLVED by the Camden County Board of Commissioners that, contingent upon the funding as described herein, the aforementioned Bid A-35/2022, Deer Carcass Removal Services, be and is hereby awarded to Deer Carcass Removal Service, LLC, P.O. Box 328, Cream Ridge, New Jersey 08514, on an as-needed basis for a term of one (1) year commencing on or about October 1, 2022 through September 30, 2023 at a cost of \$65.00 per deer carcass removal be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that each participating municipality in the Cooperative is hereby authorized to enter into a contract directly with Deer Carcass Removal Service, LLC pursuant to the terms and conditions of Bid A-35/2022, after award by its governing body in accordance with applicable law; and

BE IT FURTHER RESOLVED that the second and third one-year options to renew contained in Bid A-35/2022, at the rate of \$65.00 per deer carcass removal, shall be utilized at the sole discretion of the County; and

BE IT FURTHER RESOLVED that the proper County officials be and are hereby authorized and instructed to sign and execute all necessary purchase orders or other legal instruments in connection therewith and to sign checks or vouchers for the

RESOLUTION

Res-Pg: 12-3

payment thereof, when such materials and services have been delivered and accepted by the County of Camden.

LJP:amf

BC-9244

Z:\Files-Bids\2022 Meetings\Sept\Resol. Auth. Bid A-35/2022,
Deer Carcass Removal Services – Deer Carcass Removal Service LLC
Auth. 9-15-22

PROPOSAL FORM
FOR
DEER CARCASS REMOVAL SERVICES
FOR THE
COUNTY OF CAMDEN
AND PARTICIPATING MUNICIPALITIES
UNDER THE
CAMDEN COUNTY COOPERATIVE PRICING SYSTEM
ID NUMBER: 57-CCCP5

TO THE BOARD OF COMMISSIONERS OF CAMDEN COUNTY, NEW JERSEY;

The Undersigned DOCS (900) 509-1420
(Name of Bidder & Telephone No.)

hereby proposes to provide removal and sanitary disposal of deer carcasses from all Camden County roads and all participating Camden County municipality roads for a period of one (1) year, commencing on October 1, 2022, as hereinafter specified for the lump sum of:

1st Year Base Bid.....\$ 65 /Carcass
2nd Year Option.....\$ 65 /Carcass
3rd Year Option.....\$ 65 /Carcass

The price includes all charges and expenses for the furnishing of all materials and labor for the full and complete performance of the aforesaid work in the manner and under the conditions specified.

The Bidder states that they have carefully examined the specifications and that they have fully informed themselves regarding all conditions pertaining to the work to be done, and that they shall furnish all labor and material and assume all responsibilities even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

The County will award the bid on the price per carcass for the first year base bid. The County reserves the right to award the second and third year option at the prices submitted if deemed in the County's best interest.

It is understood that the County reserves the right to add or delete municipalities to the contract at any time.

The contractor shall furnish references where they have performed similar services as specified herein.

	<u>REFERENCE NAME</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE NO.</u>
1.	Camden County	Anna Marie Wright	(856) 225-5439
2.	Bergen County	Deborah Yankov	(201) 229-4606
3.	Burlington County	John A. Janis Jr.	(609) 726-7309