MEETING OF THE
MAYOR AND COUNCIL
TOWN OF HARRISON

FEBRUARY 5, 2013

AGENDA

CAUCUS (CAUCUS ROOM – 3RD FLOOR)
5:30 P.M. - CALL TO ORDER/SUNSHINE NOTICE
PLEDGE OF ALLEGIANCE
ROLL CALL

MEETING (COUNCIL CHAMBERS – 2ND FLOOR)
6:00 P.M. - CALL TO ORDER/SUNSHINE NOTICE
APPROVAL OF MINUTES OF 01-03-2013

LEGAL

- A RESOLUTION AUTHORIZING THE SUBMISSION OF THE RECYCLING TONNAGE GRANT APPLICATION FOR YEAR 2012
- A RESOLUTION CALLING ON THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA AND HELP PREVENT FUTURE MASS SHOOTINGS THROUGH THE PASSAGE OF THE FIX GUN CHECKS ACT
- A RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF HARRISON AND UNITED FEDERAL DATA, LLC (“UFD”)
- A RESOLUTION GRANTING PERMISSION TO AT&T CORP. TO INSTALL COMMUNICATIONS FACILITIES ALONG, UNDER AND OVER THE PUBLIC RIGHT-OF-WAY IN ORDER TO PROVIDE COMMUNICATION SERVICES TO THE PUBLIC
- A RESOLUTION RECOGNIZING THE DEPUTY GRAND MARSHAL OF THE 2013 ST. PATRICK’S DAY PARADE - - DANIEL J. CHOFFO
- A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO SAMUEL KLEIN AND COMPANY
- A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR FINANCIAL SERVICES TO MANAGEMENT TOOLS, LLC
- A RESOLUTION OPPOSING A-1196
- A RESOLUTION SUPPORTING THE DELAYING OF DRAINING THREE (3) RESERVOIRS ON GARRET MOUNTAIN AND REPLACING THEM WITH LARGE CONCRETE TANKS, UNTIL UPDATE RULES ARE RELEASED BY THE ENVIRONMENTAL PROTECTION AGENCY

LICENSE

- A RESOLUTION TO APPROVE TAXI CAB AND LIVERY LICENSES
- A RESOLUTION TO APPROVE RAFFLE LICENSE - HARRISON/EAST NEWARK ELKS
- A RESOLUTION APPROVING A HOTEL/MOTEL LIQUOR LICENSE
ORDINANCE
ADOPTION OF FOLLOWING ORDINANCE:

ORDINANCE NO. 1270

AN ORDINANCE OF THE TOWN OF HARRISON, COUNTY OF HUDSON, STATE OF NEW JERSEY AUTHORIZING A LONG TERM TAX EXEMPTION AGREEMENT BETWEEN THE TOWN OF HARRISON AND HARRISON SENIOR URBAN RENEWAL, LP PURSUANT TO N.J.S.A. 40A:12A-1, ET SEQ.

INTRODUCTION OF FOLLOWING ORDINANCES:

ORDINANCE NO. 1271

CALENDAR YEAR 2013 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

ORDINANCE NO. 1272

AMENDING ORDINANCE NUMBER 977 AND 798 REGARDING 2-HOUR PARKING IN THE TOWN OF HARRISON (TBS)

POLICE

- A RESOLUTION DESIGNATING RESTRICTED PARKING SPACES FOR USE BY HANDICAPPED PERSONS

FINANCE

- A RESOLUTION TO PROVIDE A TEMPORARY EMERGENCY APPROPRIATION TO THE 2013 WATER & SEWER BUDGET
- A RESOLUTION TO PROVIDE A TEMPORARY EMERGENCY APPROPRIATION TO THE 2013 MUNICIPAL BUDGET
- A RESOLUTION APPROVING TAX SETTLEMENT - - BLOCK 67, LOT 1
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 157, LOT 19
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 19, LOT 5
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 27, LOT 6
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 160, LOT 13.02
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 63, LOT 3
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 193, LOT 16.02
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 27, LOT 40
- A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN -- BLOCK 63, LOT 6
- A RESOLUTION APPROVING TAX EXEMPTION DUE TO MILITARY SERVICE-CONNECTED DISABILITY - - BLOCK 38, LOT 26, QUAL CA19
- A RESOLUTION APPROVING TAX EXEMPTION DUE TO MILITARY SERVICE-CONNECTED DISABILITY - - BLOCK 127, LOT 33
- A RESOLUTION CANCELLING THE TAXES ON TOWN – OWNED PROPERTY (TBS)
• ACKNOWLEDGING FILING OF THE 2012 ANNUAL DEBT STATEMENT

• A RESOLUTION FOR PAYMENT OF BILLS AND PAYROLLS

PUBLIC COMMENT

ADJOURN
A RESOLUTION AUTHORIZING THE SUBMISSION OF THE RECYCLING TONNAGE GRANT APPLICATION FOR YEAR 2012

WHEREAS: The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS: It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS: The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS: The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS: A resolution authorizing the Town of Harrison to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor and Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS: Such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: It hereby endorses the submission of the recycling tonnage grant application for the year 2012 to the New Jersey Department of Environmental Protection, and designates John Shaw as the Recycling Coordinator, who shall ensure that the application is properly filed; and

THAT: The monies received from the recycling tonnage grant be deposited in a dedicated recycling trust to be used solely for the purposes of recycling.
A RESOLUTION CALLING ON THE FEDERAL GOVERNMENT TO REDUCE GUN VIOLENCE IN AMERICA AND HELP PREVENT FUTURE MASS SHOOTINGS THROUGH THE PASSAGE OF THE FIX GUN CHECKS ACT

WHEREAS: The National Instant Criminal Background Check System (NICS) is an effective tool to keep guns out of the hands of criminals and other dangerous individuals, and this system has blocked 1.9 million illegal gun purchases and permit applications in the past two decades; and

WHEREAS: Despite this success, the system is undermined by legal loopholes and missing records that enable too many dangerous individuals to obtain weapons they later use in crimes; and

WHEREAS: It is estimated that state and federal agencies have failed to report more than one million records of persons with dangerous mental illness into the NICS database; and

WHEREAS: On April 16, 2007, Seung-Hui Cho shot and killed 32 people at Virginia Tech with guns that were legally purchased because records of his mental health status were missing from the NICS; and

WHEREAS: On January 8, 2011, Jared Loughner, someone with a reported history of drug abuse and serious mental illness who should have been in the NICS database but was not, killed six Tucsonans and shot 13 others, including U.S. Congresswoman Gabrielle Giffords; and

WHEREAS: On July 20, 2012, James Holmes, using a semi-automatic rifle and other guns, allegedly shot and killed 12 people and injured at least 58 others in a movie theater in Aurora, CO, using some of the thousands of rounds of ammunition that the shooter had recently purchased online without any background check; and

WHEREAS: On August 5, 2012, Wade Michael Page, using a semi-automatic handgun, allegedly shot and killed 6 people and injured 3 others at a Sikh temple in Oak Creek, WI; and

WHEREAS: On October 21, 2012, Radcliffe Haughton, using a semi-automatic handgun, shot and killed his estranged wife and two others; and though a restraining order had been issued against Haughton - making him a prohibited person under federal law - he was able to avoid a background check by purchasing the gun from a private seller through armslist.com; and

WHEREAS: On December 14, 2012, Adam Lanza, using two semi-automatic handguns, shot and killed 27 people, including 20 children at Sandy Hook elementary school; and

WHEREAS: In the wake of the Virginia Tech shootings, Virginia and other states have submitted hundreds of thousands of new mental health records into the NICS database, yet 19 states have each submitted fewer than 100 mental health records since the massacre; and

WHEREAS: Under federal law licensed gun dealers are mandated to conduct NICS checks before proceeding with a sale, but this requirement does not apply to so-called private sellers who are present in large numbers at gun shows and sell guns over the internet; and

WHEREAS: It is estimated that 6.6 million guns were sold privately in the U.S. between November 2011 and November 2012, and undercover investigations have shown that many private sellers at gun shows and online will proceed with sales even when they are made aware that prospective purchasers cannot pass a background check; and

WHEREAS: More than 12,000 Americans are murdered with guns every year, and too many of these crimes are committed by individuals who are barred from purchasing or possessing guns under federal law; and

WHEREAS: Other tragedies including the 1999 Columbine High School shooting in Colorado, the 2010 attack on law enforcement at the Pentagon, and the 2012 mass shooting at a Pittsburgh psychiatric clinic were perpetrated by individuals who obtained guns through unregulated private sales, with no paperwork required and no questions asked; and
WHEREAS: The Fix Gun Checks Act has been introduced in the U.S. Congress, and this legislation would address the two major flaws in the nation's gun background check system by improving compliance with federal record reporting requirements, and by requiring background checks for all U.S. gun sales; and

WHEREAS: 90 percent of Americans and 90 percent of gun owners support fixing gaps in the gun background check database, and 86 percent of gun owners nationwide, and 74 percent of NRA members support mandatory criminal background checks for all gun sales; and

WHEREAS: The Town of Harrison has been a strong advocate for common-sense policies that keep guns out of dangerous hands while respecting the rights of law-abiding gun owners, and believes that Congress and state governments should take action to close deadly gaps in the NICS; and

WHEREAS: More than 50 national organizations support closing gaps in the gun background check database and requiring a background check for all gun sales, including the U.S. Conference of Mayors, National Urban League, National Association for the Advancement of Colored People and the National Coalition Against Domestic Violence, the International Association of Chiefs of Police, the Major Cities Chiefs Association and the Police Executive Research Forum; and

WHEREAS: The Fix Gun Checks Act is strongly supported by Mayors Against Illegal Guns, a national, bipartisan coalition of more than 800 Mayors, who represent more than 58 million Americans.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Town of Harrison will work to push for increased reporting of mental health and other relevant records into the NICS database; and

THAT: The Town of Harrison urges immediate passage of The Fix Gun Checks Act in the United States Congress; and

THAT: The Town of Harrison urges immediate passage of legislation that would get military-style weapons and high-capacity magazines away from our community, and especially our schools; and

THAT: The Town of Harrison urges immediate passage of legislation that would make gun trafficking a federal crime; and

THAT: The Town of Harrison, echoing the call of gun violence survivors and family members, calls on both President Obama and the U.S. Congress to put in place concrete reforms to reduce gun violence nationwide and help prevent future mass shootings; and

THAT: The Town of Harrison's Mayor and Council will join with domestic violence prevention advocates, faith leaders, law enforcement officials, and other elected officials to make clear that failure to strengthen gun laws at the national level will continue to fuel gun violence in big and small cities throughout the country; and

THAT: The Town of Harrison's Mayor and Council requests the Clerk of the Town of Harrison to transmit this Resolution to all members of New Jersey's Congressional Delegation, and to the Obama Administration.

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF HARRISON AND UNITED FEDERAL DATA, LLC ("UFD")

WHEREAS: UFD was approved by the New Jersey Board of Public Utilities to provide local exchange and interchange telecommunications services throughout the State of New Jersey by Order in Docket No. TE12070645 on September 13, 2012; and

WHEREAS: UFD intends to provide telecommunications services in accordance with the Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS: Pursuant to such authority granted by the New Jersey Board of Public Utilities, UFD may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS: UFD proposes to place its telecommunications facilities aerially on existing poles or in underground conduit in the Public Rights-of-Way within the Town of Harrison for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

WHEREAS: It is in the best interest of the Town and its citizens to grant consent to UFD to occupy said Public Rights-of-Way within the Town for this purpose; and

WHEREAS: The consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Town for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: Non-exclusive consent is hereby granted to UFD to occupy the Public Rights-of-Way within the Town for the purpose of construction, installation, operation, repair, maintenance and replacement of a telecommunications system for a period of fifty (50) years; and

THAT: The within granted permission is conditioned upon UFD entering into an Agreement with the Town and providing liability and property damage insurance coverage; and

THAT: The Mayor and Town Clerk are hereby authorized to execute the aforesaid Agreement; and

THAT: A copy of this Resolution and the executed Agreement shall be filed in the Office of the Town Clerk.

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
WHEREAS: AT&T Corp, through its operating subsidiaries, including AT&T Communications of New Jersey, L.P., TCG New Jersey, Inc. and Teleport Communications New York (collectively, "AT&T"), is a communications carrier authorized to provide service by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

WHEREAS: AT&T, as a public utility and common carrier, has requested approval to install communications facilities in Harrison's Public Rights-of-Way; and

WHEREAS: AT&T is seeking to lease or obtain conduit space access to poles with other utilities, particularly Verizon New Jersey Inc., and Verizon has required that AT&T obtain approval of the Harrison Town Council as a condition of such access.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: Permission and authority are hereby granted to AT&T to install communications facilities and/or lease or obtain for such communications facilities space on existing poles or in existing conduits in the Public Rights-of-Way in Harrison, in order to provide communications services to the public, and to operate, maintain and repair said facilities, subject to the following.

THAT: The facilities shall be installed in new or existing underground conduit and/or onto existing utility poles in the Public Rights-of-Way; and

THAT: AT&T, its successors and assignees, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements for the use of the Public Rights-of-Way; and

THAT: AT&T, its successors and assignees, shall comply with all Federal, State, and Local laws requiring permits prior to beginning construction; and

THAT: Such permission be and is hereby given upon the condition and provision that AT&T, its successors and assignees, not only indemnify and save harmless the Town of Harrison, its officers, agents and servants, from any claims whatsoever arising from or in any way connected to the acts or omissions of AT&T in use of the Public Rights-of-Way, but shall agree on behalf of the Town to defend any action at law or equity which may be brought against the Town upon such claims or from claims arising during the construction period, excluding in all instances claims arising out of gross negligence or willful misconduct on the part of the Town; and

THAT: In addition to the aforesaid indemnity agreement, AT&T, its successors and assignees, shall at its own cost and expense procure and keep at all times in full force and effect paid up policies for Comprehensive General Liability Insurance in favor of the Town in the amount of at least $5,000,000, covering bodily injury and property damage arising out of any one accident. Proof of said coverage, naming the Town as an insured and including the indemnification clause above shall be filed with the Town Clerk prior to the installation of any plant. The Town shall have the right to increase the amount of Comprehensive General Liability Insurance and to alter the terms of insurance called for under this section provided it does so generally for all companies using the Public Rights-
of-Way within the Town. Said insurance shall not be subject to cancelation or change until thirty (30) days after the Clerk has received written notice thereof as evidenced by return receipt of certified or registered letter; and

THAT: Such permission be and is hereby given upon the further condition that in the use of the Public Rights-of-Way AT&T, its successors and assignees, shall become subject to any lawful Ordinance or Resolution now or hereafter adopted by the Town; and

THAT: Such permission be and is hereby given upon the condition that AT&T shall obtain all applicable permits which may be required by the Town, and the condition that AT&T enter into an Agreement with the Town; and

THAT: The Mayor and Town Clerk are hereby authorized to execute the aforementioned Agreement; and

THAT: AT&T shall be responsible for the repair of damage to paving, existing utility lines, or any surface or subsurface installations, etc., arising from the construction, installation or maintenance of said plant; and

THAT: Notwithstanding any provision contained herein, neither the Town nor AT&T shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this instrument; and

THAT: This instrument shall be adopted on behalf of the Town by the Mayor and Council and attested to by the Town Clerk who shall affix the Town Seal hereto. Said execution, approval, and filing shall constitute the existence of public notification; and

THAT: The permission and authority hereby granted shall be for a period of 50 years. However, after 15 years from the date of this agreement, the Town shall have the right to terminate permission and authority, by Resolution with a minimum one year notice to AT&T to sell or liquidate its facilities in the Public Right-of-Way. Conversely, AT&T shall be allowed to terminate permission and authority, by request of Resolution with a minimum of one year from passage of such Resolution to sell or liquidate its facilities in the Public Rights-of-Way.

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Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION RECOGNIZING THE DEPUTY GRAND MARSHAL OF THE 2013 ST. PATRICK'S DAY PARADE - - DANIEL J. CHOFFO

WHEREAS: The Town Council has been made aware that Daniel J. Choffo ("Danny") was named as the Deputy Grand Marshal of the West Hudson St. Patrick's Day Parade by the United Irish Associations of West Hudson, Inc.; and

WHEREAS: Danny will be honored at a dinner/dance on Saturday, February 23, 2013, starting at 7:00 p.m., in the Roman Catholic Archdiocese of Newark Youth Retreat Center, Boystown Gym, 499 Belgrove Drive, Kearny, New Jersey; and

WHEREAS: The Parade will begin in Harrison at the corner of Third Street and Harrison Avenue, on Sunday, March 10, 2013 at 2:00 p.m.; and

WHEREAS: Danny is a lifelong resident of Harrison and a product of the Harrison school system, attending Holy Cross grammar school and Harrison High, before obtaining a B.S. degree from Rutgers University; and

WHEREAS: Danny has been a prominent local business-owner for 15 years, purchasing Harrison Realty in 1998; and

WHEREAS: Danny has donated much of his free time volunteering for civic organizations such as the Harrison and Hudson County Planning Boards, as well as many charities; and

WHEREAS: Danny and his wife Andrea welcomed their daughter Mia Cristina in 2011, joining her “brothers” Miller and Brady, the family’s Black Labrador Retrievers; and

WHEREAS: Danny is very proud of his Irish heritage and most deserving of this great honor; and

WHEREAS: Danny is joined in this year’s parade by Grand Marshal James J. Miller, Sr. and Honorary Irishwoman of the Year Carol Jean Doyle.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: Our heartiest congratulations and warmest best wishes be extended to Daniel J. Choffo on his selection as Deputy Grand Marshal of the 2013 West Hudson St. Patrick's Day Parade, and to James J. Miller, Sr. as Grand Marshal, and Carol Jean Doyle as Honorary Irishwoman of the Year, and that this Resolution be spread in full upon the minutes of the February 5, 2013 meeting of the Mayor and Council.
A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO SAMUEL KLEIN AND COMPANY

WHEREAS: There exists a need for statutory annual audit and related accounting professional services for the Town of Harrison for the calendar year 2013; and

WHEREAS: Pursuant to the Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et seq., the Mayor and Council advertised for proposals under the fair and open process on the Town website on December 7, 2012, which proposals were due by 12:00 p.m. on December 18, 2012; and

WHEREAS: On December 18, 2012 at 2:00 p.m. in the Council Chambers, the Town publicly opened and read aloud the only proposal received from Joseph J. Faccone, Registered Municipal Accountant, and the firm of Samuel Klein and Company; and

WHEREAS: The Mayor and Council are desirous of accepting the aforementioned proposal under the fair and open process and entering into a contract for professional services with Joseph J. Faccone, Registered Municipal Accountant, and the firm of Samuel Klein and Company; and

WHEREAS: The Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for “professional services” and the contract itself must be available for public inspection; and

WHEREAS: The amount of the contract is $129,650.00, and funds will be available upon adoption of the 2013 Municipal Budget, as evidenced by the certification of the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Mayor and Town Clerk be and the same are hereby authorized to execute a contract for professional services with Joseph J. Faccone, Registered Municipal Accountant, and the firm of Samuel Klein and Company; and

THAT: This contract is awarded as a “Professional Services” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law; and

THAT: This resolution is dependent upon receipt of a waiver from the Division of Local Government Services without which this resolution shall be void; and

THAT: A notice of this action shall be printed once in the Jersey Journal.

Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
TOWN OF HARRISON

Hudson County

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR FINANCIAL SERVICES TO MANAGEMENT TOOLS, LLC

WHEREAS: The Town has the need to appoint an experienced Assistant Municipal Treasurer in order to oversee the financial operations of the Town during calendar year 2013; and

WHEREAS: Due to the nature of the subject appointment, same will be accomplished by way of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS: The Chief Financial Officer has certified in writing that the value of the appointment will exceed $17,500; and

WHEREAS: The anticipated term of the contract is not to exceed one (1) year; and

WHEREAS: Management Tools, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Management Tools, LLC has not made any reportable contributions to a political or candidate committee in the Town of Harrison in the previous one (1) year, and that the contract will prohibit Management Tools, LLC from making any reportable contributions through the term of the contract, and Management Tools, LLC has further completed and submitted a C. 271 Political Contribution Disclosure Form; and

WHEREAS: The Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for “Professional/Extraordinary Unspecifiable Services” and the contract itself must be available for public inspection; and

WHEREAS: The maximum amount of the contract is $60,000, and funds will be available upon approval of the 2013 Municipal Budget - Finance, as evidenced by the certification of the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Mayor and Town Clerk be and the same are hereby authorized to execute a contract with Management Tools, LLC; and

THAT: This contract is awarded as a “Professional/Extraordinary Unspecifiable Services” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law; and
THAT: A notice of this action shall be printed once in the Jersey Journal.

THAT: The Business Entity Disclosure Certification and C. 271 Political Contribution Disclosure Form be placed on file with this resolution.

I HEREBY CERTIFY that the amount to be incurred regarding this award will exceed $17,500, and that funds will be available upon approval of the 2013 Municipal Budget.

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Gabriela V. Simoes, Chief Financial Officer

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Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

___________________________
Paul J. Zarbetski, Town Clerk
A RESOLUTION OPPOSING A-1196

WHEREAS: Public safety employees and volunteers should be adequately compensated for on-duty accidents and illnesses; and

WHEREAS: New Jersey’s current Workers’ Compensation law is already one of the broadest in the country; and

WHEREAS: A-1196, as currently drafted, will make it almost impossible to contest claims from injuries and illnesses caused off-the-job; and

WHEREAS: This bill places the burden of proof on governmental employers to establish that an injury or illness, such as cancer, heart attack or hyper-tension did not occur on the job; and

WHEREAS: The actuary for the Municipal Excess Liability Joint Insurance Fund (MEL) has estimated that A-1196 could easily double the municipal Workers’ Compensation expense of $400 million per year; and

WHEREAS: The MEL and the League of Municipalities have offered to sit down with the supporters of this legislation to develop less expensive ways of improving the compensation to first responders.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Mayor and Council of the Town of Harrison urges the legislature to reject A-1196, and further that the supporters of this legislation work with the MEL and the League of Municipalities to develop less expensive ways to improve compensation to first responders; and

THAT: The Town Clerk is hereby directed to send certified copies of this resolution to Senate President Sweeney, Assembly Speaker Oliver, the Town's Assembly and Senate representatives, Governor Christie, and the League of Municipalities.
TOWN OF HARRISON

Resolution #:R-2013-

HUDSON COUNTY

A RESOLUTION SUPPORTING THE DELAYING OF DRAINING THREE (3) RESERVOIRS ON GARRET MOUNTAIN AND REPLACING THEM WITH LARGE CONCRETE TANKS, UNTIL UPDATE RULES ARE RELEASED BY THE ENVIRONMENTAL PROTECTION AGENCY

WHEREAS: In response to a federal Environmental Protection Agency mandate to cover all treated drinking water supplies, the Passaic Valley Water Commission is planning on draining the three (3) reservoirs on Garret Mountain and replacing them with large concrete tanks; and

WHEREAS: The reservoirs are the Levine, New Street and the Great Notch, which happens to form about half of the western border of Rifle Camp County Park; and

WHEREAS: Construction of the tanks would mar the landscape of the immediate area, which straddles Paterson and Woodland Park, and would cost upwards of $100 million; and

WHEREAS: The cost would be passed on to consumers, including the residents of Harrison; and

WHEREAS: Local residents have been drinking this water for decades; and

WHEREAS: Lawsuits filed against the mandate by New York City and Portland, Oregon, have spurred the Environmental Protection Agency (EPA) to revisit this requirement, known as LT2, and the EPA is taking until 2016 to release an updated version; and

WHEREAS: The Environmental Protection Agency has also granted New York City an extension for one particularly expensive reservoir replacement project; and

WHEREAS: Based on this information, the Passaic County Planning Department would like to see the Passaic Valley Water Commission delay movement on the construction until the updated rules are released and less harmful solutions are explored; and

WHEREAS: These three sites amongst residential neighborhoods and the introduction of tanks would render them industrial in look while also raising the residents' water rates; and

WHEREAS: The Mayor and Council of the Town of Harrison are desirous of demonstrating its support for the delay on the project, until the updated rules are released.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Mayor and Council urges the delay in movement on the tank construction project, until the updated rules are released by the Environmental Protection Agency; and

THAT: A copy of this resolution shall be forwarded to all New Jersey representatives.

Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
TOWN OF HARRISON

Meeting Date: 02/05/2013

Resolution #: R-2013-

Committee: License

HUDSON COUNTY

A RESOLUTION TO APPROVE TAXI CAB AND LIVERY LICENSES

WHEREAS: Certain persons have applied for Taxi Cab and Livery Licenses.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The applications for Taxi/Livery Driver's Licenses in the Town of Harrison, shown below, be and the same are hereby approved for the period ending December 31, 2013.

Jorge D. Cabrera 99 McWhorter St., Apt. 5 Newark NJ International
Julio C. Gonzales-Suarez 310 FER Blvd., Harrison NJ International
Jose Ramon 150 N 15th St., Bloomfield NJ International

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<tr>
<th>Town Council</th>
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<th>Seconded</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
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<td>R. McDONOUGH</td>
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Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION TO APPROVE RAFFLE LICENSE - HARRISON/EAST NEWARK ELKS

WHEREAS: The entity set forth below has applied to the Town of Harrison for a Raffle License.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The following application for a Raffle License in the Town of Harrison be and same is hereby approved:

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>LIC. NO.</th>
<th>DATE</th>
<th>PLACE AND TIME</th>
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<tr>
<td>Harrison/East Newark Elks</td>
<td>RL-930</td>
<td>3/01/13-2/28/14</td>
<td>Harrison/East Newark Elks</td>
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<tr>
<td>East Newark Elks</td>
<td>199-6-36746</td>
<td>(7 Days a Week Instant Raffle) 406-408 Harrison Ave; and</td>
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</table>

THAT: The Chairman of the Police Committee is hereby authorized and directed to execute the necessary Certificates of Findings and Determination and the Town Clerk is authorized to issue said License in accordance with the Rules and Regulations of the Legalized Games of Chance Control Commission.

Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION APPROVING A HOTEL/MOTEL LIQUOR LICENSE

WHEREAS: Harrison Hotel Liquor, LLC has filed an application with the Division of Alcoholic Beverage Control and with the Town of Harrison for a Hotel/Motel License for the 2012 - 2013 license term; and

WHEREAS: This license is issued as a hotel exception license for a facility containing 100 or more sleeping rooms, and may only be used with a hotel or motel.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: A new Hotel/Motel License be and the same is hereby issued, expiring June 30, 2013.

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<th>License Name</th>
<th>Trade Name</th>
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<tbody>
<tr>
<td>0904-36-02-01</td>
<td>Harrison Hotel Liquor, LLC</td>
<td>None on File</td>
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</table>

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
AN ORDINANCE OF THE TOWN OF HARRISON, COUNTY OF HUDSON, STATE OF NEW JERSEY AUTHORIZING A LONG TERM TAX EXEMPTION AGREEMENT BETWEEN THE TOWN OF HARRISON AND HARRISON SENIOR URBAN RENEWAL, LP PURSUANT TO N.J.S.A. 40A:12A-1, ET SEQ.

WHEREAS, Harrison Senior Urban Renewal, LP (the “Sponsor”) proposes to extensively rehabilitate a certain fifteen (15) unit apartment complex (the “Project”) within the Town of Harrison (the “Town”), on a site described as Lot 50.02, Block 6 as shown on the Official Tax Map of the Town of Harrison, and commonly known as 774 Harrison Avenue, Harrison, New Jersey; and

WHEREAS, the Project will qualify for a tax exemption and/or abatement under the Long Term Tax Exemption Law; and

WHEREAS, the Sponsor has presented to the Mayor and Council a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

WHEREAS, the Mayor and Council of the Town of Harrison deems it in the best interests of the Town to grant a tax exemption and/or abatement under the Long Term Tax Exemption Law to Harrison Senior Urban Renewal, LP, relative to its construction of the fifteen (15) unit apartment complex located at 774 Harrison Avenue in the Town of Harrison;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Harrison, as follows:

ARTICLE I.

A. The Council authorizes the execution of the Financial Agreement substantially in the form attached hereto as Exhibit “B” and made a part hereof authorizing an in lieu tax payment in the initial amount of six and 28/100 (6.28) percent of the gross shelter rent of the Project; and

B. The Mayor and Council hereby authorizes and directs the Mayor of the Town to execute, on behalf of the Town, the Financial Agreement attached hereto as Exhibit “B”; and

C. The Council understands and agrees that the revenue projections set forth in Exhibit “A” are estimates and the actual payments in lieu of taxes to be paid by the Sponsor to the Town shall be determined pursuant to the Agreement; and

D. The Council understands that the Sponsor has formed an urban renewal entity limited liability company, and that the Town may enter into the payment in lieu of taxes agreement with such urban renewal entity limited liability company,

ARTICLE II.

The Town Clerk is hereby authorized to forward a certified true copy of this Ordinance to Harrison Senior Urban Renewal, LP, c/o Domus Corporation, 590 North Seventh Avenue, Newark, NJ 07017. The Town Clerk is hereby authorized to forward a certified true copy of this Ordinance, and the Financial Agreement implementing it, to both the Municipal Tax Assessor and the Director of the Division of Local Government Services.

ARTICLE III.

All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

ARTICLE IV.
This Ordinance shall take effect upon passage and publication according to law.

/s/ James P. Doran
Councilman James P. Doran

Introduced: 01-03-2013

I, Paul J. Zarbetski, Town Clerk of the Town of Harrison, County of Hudson, State of New Jersey, hereby certify that at a Meeting of the Mayor and Council held on January 3, 2013, the foregoing Ordinance passed on first reading.

Paul J. Zarbetski, Town Clerk

ROLL CALL–TOWN COUNCIL, TOWN OF HARRISON, HUDSON COUNTY, NJ 01-03-13

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Adopted: 02-05-2013
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<td>Proforma Vacancy at 5%</td>
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<td>Commercial (Laundry) Income</td>
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<td>Project Revenues</td>
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<td>Payment Lieu Percentage – Commercial</td>
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<tr>
<td>Annual Projected Payment in Lieu Amount</td>
<td>$6,854</td>
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*Note: The foregoing percentages are subject to upward adjustment after the first 15 years per the Financial Agreement attached hereto.*
FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter the "Agreement" or the "Financial Agreement"), made this ____ day of __________, 2012, by and between Harrison Senior Housing Urban Renewal, LP, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “Long Term Tax Exemption Law”), with an address of c/o Domus Corporation, 590 North Seventh Street, Newark, NJ 07107 (the "Entity") and the Town of Harrison, a municipal corporation in the County of Hudson and the State of New Jersey (the "Town").

W I T N E S S E T H:

WHEREAS, the Entity wishes to have a tax exemption granted for a residential rental affordable housing project located within the Town of Harrison on land identified on the official tax map of the Town of Harrison as Block 6, Lot 50.02, and more commonly known as 774 Harrison Avenue, Harrison, New Jersey (the "Property") in order to construct a facility with fifteen (15) one bedroom rental Affordable Housing Units (as such term is defined herein) on the Property, along with a community room, and management office space, all as described more fully within the Application (as such term is defined herein)(collectively, the “Project”); and

WHEREAS, the Town does hereby grant its approval for a tax abatement for the Project to be developed and to be maintained on the Property upon the terms and conditions hereinafter set forth;

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

1.01 Governing Law. This Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law and the Local Redevelopment and Housing Law and such other statutes as may be the sources of relevant authority, (b) the Code of the Town of Harrison, and (c) the ordinance pursuant to which the Mayor and Council approved the Application, including the Annual Service Charge, and authorized the execution of this Agreement. It is expressly understood and agreed that the Town expressly relies upon the facts, data, and representations contained within the Entity’s Application (which is attached hereto) in granting this tax exemption.

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

Affordable Housing Units – Residential units that are constructed for occupancy by low or moderate income households as such terms are defined under N.J.S.A. 52:27D-304 and which have affordability controls as required under the rules of the Council on Affordable Housing.

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(c).

Allowable Profit Rate - The greater of twelve percent (12%) or the percentage per annum arrived at by adding 1 ¼ % 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 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%) or the percentage per annum arrived at by adding 1 ¼% per annum to the interest rate per annum that the Town 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 – shall be as defined in N.J.S.A. 40A:20-3(a) and Section 4.03 of this Agreement.

Annual Service Charge - The amount the Entity has agreed to pay the Town pursuant to Article IV hereof for municipal services supplied to the Project, which sum is in lieu of any taxes on the Land and 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 shall be the date of Substantial Completion of the Project.
Application - The application filed by the Entity pursuant to N.J.S.A. 40A:20-8 with the Town for a long-term tax exemption for the Project, attached hereto as Exhibit A.

Auditor's Report - A complete financial statement outlining the financial status of the Project (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 - Document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

Cumulative Allowable Net Profit – In accordance with the calculation set forth in the Long Tax Exemption Law, specifically N.J.S.A. 40A:20-15, an amount equal to the sum of the Allowable Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Allowable Net Profit is being calculated.

Cumulative Net Profit – In accordance with the calculation set forth in the Long Tax Exemption Law, specifically N.J.S.A. 40A:20-15, an amount equal to the sum of the Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Net Profit is being calculated.

Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

Entity - The term Entity within this Agreement shall mean Harrison Senior Housing, LP, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law with an address of c/o Domus Corporation, 590 North Seventh Street, Newark, NJ 07107.

Excess Net Profit – In any given year, an amount equal to the sum of (a) the Cumulative Net Profit, minus (b) the Cumulative Allowable Net Profit.

Gross Revenue - The annual Gross Revenue of the Entity as defined in N.J.S.A. 40A:20-3(a).

Improvements - Any building, structure or fixture permanently affixed to the Land and to be constructed and/or rehabilitated and tax exempted 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. Said foreclosure is governed by N.J.S.A. 54:5-1 to 54:5-129 [seq].

Land - The land, but not the Improvements, identified on the official tax map of the Town of Harrison as Block 6, Lot 50.02, and more commonly known as 774 Harrison Avenue, Harrison, New Jersey, and more particularly described by the metes and bounds description set forth within Exhibit A of this Agreement.

Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq., as it may be amended and supplemented; the Code of the Town of Harrison, the ordinance which authorized the execution of this Agreement; and all other relevant Federal, State or Town statutes, ordinances, resolutions, rules and/or regulations.

Local Redevelopment and Housing Law – N.J.S.A. 40A:12A-1 et seq.


Material Conditions – As defined in Section 4.08 hereof.

Minimum Annual Service Charge - The minimum annual service charge shall be the amount of the total taxes levied against all real property within the Project in the last full tax year in which the area was subject to taxation. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12(2) and the Financial Agreement, would be less than the Minimum Annual Service Charge.

Net Profit – The 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).
Ordinance – The ordinance adopted by the Mayor and Council adopting the long term tax exemption for the Property.

Project – An residential rental affordable housing project located within the Town of Harrison to construct certain improvements on the Property, including but not limited to the construction of a facility with fifteen (15) one bedroom rental Affordable Housing Units (as such term is defined herein) on the Property, as described more fully within the Application.

Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

Property – The real property identified on the official tax map of the Town of Harrison as Block 6, Lots 50.02, and more commonly known as 774 Harrison Avenue, New Jersey, including both the Land and the Improvements thereon which are the subject of this Agreement.

Substantial Completion - The determination by the Town that the Project is ready for the use intended, which ordinarily shall mean the date on which such Project receives, or is eligible to receive, a Certificate of Occupancy.

Tax Sale Law – N.J.S.A. 54:5-1 et seq.

Termination - Any action or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, 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 and/or rehabilitate the Improvements which are specifically described in the Application attached as Exhibit A hereto.

Total Project Cost Audit – A report prepared by a certified public accountant, who is licensed to do business in the state of New Jersey on behalf of the Entity that sets forth the Total Project Cost for the Project. The Total Project Cost shall be supported by a certification of the licensed architect for the Project as required by N.J.S.A. 40A:20-3(h)(4).

1.03 Exhibits Incorporated. The Application (including all exhibits to the Application) are attached to this Financial Agreement as Exhibit A and are incorporated herein and made part hereof.

ARTICLE II
APPROVALS

2.01 Town Approval of Tax Exemption. Pursuant to the Ordinance, any and all Improvements constructed pursuant to this Project shall be exempt from taxation as provided for herein and under the Long Term Tax Exemption Law. In addition, to the extent the Property is used exclusively for residential purposes, the Project shall be exempt from the payment of taxes on the land. In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, such tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Financial Agreement. The Project shall be as described in the Application and the Entity hereby expressly covenants, warrants and represents that the Property, including any Improvements related thereto, shall be used, managed and operated for purposes set forth in the Application and in accordance with the Law.

2.02 Approval of Entity. The Entity represents that its Certificate of Formation as attached hereto contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

ARTICLE III
DURATION AND TERMINATION OF AGREEMENT

3.01 Term. It is expressly understood and agreed by the parties that this Agreement, including the obligation to pay Annual Service Charges required under Article IV hereof and the tax exemption granted and referred to within Section 2.01 hereof, shall commence on the Effective Date and shall remain in effect until the earlier of (i) thirty (30) years from the Annual Service Charge Start Date, (ii) the Entity’s voluntary termination of this Agreement in accordance with the requirements of Section 3.02, or (iii) the occurrence of a Default as set forth within Article XIV of this Agreement. Upon the expiration of the tax exemption provided for herein, all restrictions and limitations of this Financial Agreement imposed upon the Entity and the Property, including the Improvements related thereto, shall terminate upon the end of the fiscal year of the Entity in accordance with N.J.S.A. 40A:20-13 and the Improvements and Land shall thereafter be assessed and taxed according to the
general law applicable to other non-exempt property in the City; provided, however, that (i) the requirement to make payment of any Annual Service Charge due and owing hereunder, (ii) the requirement to make payment to the Town of any reserves, Net Profit, or Excess Net Profit, and (iii) any and all related remedies available to the Town shall survive the termination of this Agreement; and further provided that the Entity has rendered, and that the Town has accepted, the Entity’s final accounting in accordance with N.J.S.A. 40A:20-12.

3.02 Voluntary Termination of Agreement by Entity. At any time after the expiration of one year from the completion date of the Project (which the parties agree shall be the Annual Service Charge Start Date for purposes of this section), the Entity may voluntarily terminate this Agreement and relinquish its status as an urban renewal entity under the Long Term Tax Exemption Law. If that occurs, the date of termination shall be deemed to be the close of the fiscal year of the Entity and the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to any other property located within the Town upon a change in the exemption or tax status of such property.

ARTICLE IV
ANNUAL SERVICE CHARGE

4.01 Commencement of Annual Service Charge. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge on the Annual Service Charge Start Date. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable New Jersey law and then being assessed by the City against other delinquent taxpayers in the case of unpaid taxes or tax liens on the land until paid.

4.02 Payment of Annual Service Charge. The Annual Service Charge shall be due on the first day of the month following the Annual Service Charge Start Date. The Annual Service Charge will be prorated in the year in which the Annual Service Charge Start Date begins and terminates. The Annual Service Charge shall continue for a period of thirty (30) years from the Annual Service Charge Start Date for the Project in accordance with the terms contained herein.

4.03 Annual Gross Revenue. The Annual Gross Revenue shall be calculated as the total of all revenues that would normally be payable to a landlord in the case where the landlord is responsible to pay all costs of operations and maintenance as well as to pay the full cost of the capital required to construct the Project. To the extent that the actual revenues collected by the Entity are less than such amount, due to any reason including without limitation, the payment of expenses by tenants that would normally be paid by the landlord, such as insurance, taxes and or maintenance or the existence of an intermediate entity between the Entity and any tenant, but specifically excluding reductions in revenue due to vacancies within the Project, the Town shall have the right, at its sole discretion, to recalculate the amount that the revenues would have been, without such issues and to utilize the results of its recalculation in all determinations of Annual Service Charges.

4.04 Calculation of Annual Service Charges. The Annual Service Charge for year one (1) through year fifteen (15) shall be the amount equivalent to 6.28% of the Annual Gross Revenue generated from the Affordable Housing Units plus 15% of the Annual Gross Revenue for all other revenue generated from the Project, including but not limited to parking, vending machines and the like. The Annual Service Charge for the remaining period of the Financial Agreement shall be determined as follows, pursuant to N.J.S.A. 40A:20-12(b)(2):

A. During year sixteen (16) through year twenty (20) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 10% of the Annual Gross Revenue generated from the Affordable Housing Units plus 15% of the Annual Gross Revenue for all other revenue generated from the Project, including but not limited to parking, vending machines and the like or 20% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater;

B. During year twenty-one (21) through year twenty-five (25) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 12% of the Annual Gross Revenue generated from the Affordable Housing Units plus 15% of the Annual Gross Revenue for all other revenue generated from the Project, including but not limited to parking, vending machines and the like or 40% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater;

C. During year twenty-six (26) through year twenty-eight (28) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 15% of the Annual Gross Revenue generated from the Affordable Housing Units plus 15% of the Annual Gross Revenue for all other revenue generated from the Project, including but not limited to parking, vending machines and the like or 60% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater; and

D. During year twenty-nine (29) through year thirty (30) of the Financial Agreement, the Annual Service Charge shall be an amount equal to 15% of the Annual Gross Revenue generated from the Affordable Housing Units plus 15% of the Annual Gross Revenue for all other revenue generated from
the Project, including but not limited to parking, vending machines and the like or 80% of the amount of the taxes otherwise due on the value of the Land and Improvements, whichever is greater.

In no event shall the Annual Service Charge, in any year after the Annual Service Charge Start Date be less than the Minimum Annual Service Charge. The parties agree that the Minimum Annual Service Charge for the Project shall be $6,854. The Minimum Annual Service Charge shall not be reduced through any tax appeal on the Land and/or Improvement during the period the Agreement is in force and effect.

4.05 **Annual Service Charge Installments.** Payment of the Annual Service Charge shall be paid to the Town on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date, subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the rate of interest permitted under applicable New Jersey law and then being assessed by the Town against other delinquent taxpayers in the case of unpaid taxes or tax liens on the land until paid.

4.06 **Administrative Fee.** The Entity agrees that the Entity shall pay to the Town a fee of two percent (2%) of the Annual Service Charge as an administrative fee to be paid annually for the term of this Agreement. For purposes of enforcement of collections only, such payments shall be considered to be an additional part of the Annual Service Charge.

4.07 **Material Conditions and Severability.** It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon and payment of Land Taxes, if applicable, and water and sewer charges, are material conditions of this Agreement ("Material Conditions"). 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 to 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 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 law.

4.08 **Payments.** Neither the Entity nor the Town may alter the amounts or dates as established in this Article IV, other than as set forth herein.

4.09 **Annual Service Charge as Municipal Lien.** The Annual Service Charge and other related municipal charges shall be a continuous, municipal lien on the Land and Improvements and any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, shall be added and shall relate back to and part of the initial municipal lien. The Entity hereby acknowledges, understands and agrees that the Annual Service Charge shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined.

4.10 **Percentage of Annual Service Charge Paid to County.** Upon receipt, the Town shall remit five percent (5%) of the Annual Service Charge to Hudson County pursuant to N.J.S.A. 40A:20-12.

**ARTICLE V**

**ADDITIONAL PROJECT COVENANTS**

5.01 **Improvements to be Constructed.** The Entity represents that it will construct a residential rental affordable housing project on the Property, including but not limited to the construction of a facility with fifteen (15) one bedroom rental Affordable Housing Units (as such term is defined herein) on the Property, as described more fully within the Application. The Entity shall commence the Project within thirty (30) days of the date that the Town Clerk issues a Notice to Proceed for the Project and shall complete the Project within eighteen (18) months of the issuance of the Notice to Proceed. The Entity may apply to the Town Clerk for extensions to this deadline so long as it files such extension request in writing and shows good cause for the extension; provided, however, that the Town Clerk may only provide a maximum of two six month extensions to this deadline and provided further that the Town Clerk shall have sole discretion as to whether to grant or deny any extension request sought hereunder.

5.02 **Construction Schedule.** The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with Section 5.01 of the Financial Agreement. Failure to commence or complete construction in accordance with that schedule shall be grounds for Termination of this Agreement.

5.03 **Ownership, Management and Control.** The Entity represents that it shall take title to the Land upon which the Project is to be constructed prior to undertaking any construction thereon and prior to this tax exemption taking effect. Once the Entity takes title to the Land, it shall provide notice thereof to the Town Clerk so that the Town Clerk may thereafter issue a Notice to Proceed with construction of the Project.
5.04 **Project Financing.** The Entity represents that the Improvements shall be financed in accordance with the financing commitments attached to the Application.

**ARTICLE VI**

**CERTIFICATE OF OCCUPANCY**

6.01 **Certificate of Occupancy.** It is understood and agreed by the parties that it shall be the obligation of the Entity to make all good faith efforts to obtain Certificates of Occupancy for the Property and the Improvements related thereto in a timely manner.

6.02 **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 Town, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

**ARTICLE VII**

**TOWN DETERMINATIONS**

7.01 **Benefits and Importance of Tax Exemption.** In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11, the Town finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Town and its citizens because it allows for the construction of fifteen (15) Affordable Housing Units. Additionally, the Town has determined that:

(a) the benefits of the Project, including (i) the construction of the Improvements which will provide affordable housing to residents of the City, (ii) the approximately 35 jobs created during the construction period, and (iii) the approximately 3-5 part-time permanent jobs created outweigh any costs associated with the tax exemption; and

(b) without the tax exemption granted herein, the Project would not otherwise be undertaken.

**ARTICLE VIII**

**REPORTS AND AUDITS**

8.01 **Accounting System.** The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

8.02 **Total Project Cost Audit.** Within ninety (90) days after the Substantial Completion of the Project, the Entity shall submit to the Tax Collector and the Town Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, supported by a certification of the licensed architect for the Project as required by N.J.S.A. 40A:20-3(h)(4).

8.03 **Annual Audit.** (a) Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity’s accounting basis, that this Agreement shall continue in effect, the Entity shall submit to the Tax Collector and the Town Clerk, who shall advise those municipal officials required to be advised, and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor’s Report for the preceding fiscal or calendar year certified by an independent certified public accountant. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity agrees to calculate its Net Profit pursuant to N.J.S.A. 40A:20-3(c). The Entity assumes all costs associated with preparation of the annual audit.

(b) Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity’s accounting basis, that this Agreement shall continue in effect, the Entity shall submit to the Town Clerk an employment report for the preceding fiscal or calendar year.

8.04 **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 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.

8.05 **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 Town as an additional service charge. 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 Town as an additional Annual Service Charge.
8.06 **Prohibition Against Use of Master Leases or Related Techniques.** The Entity agrees that the intent of this Agreement is to account for all revenue arising from the Project as if it accrues to the benefit of the Entity. The Entity shall therefore have no right to enter into any lease, contract or other agreement the effect of which is to interpose another person corporation or other entity between the Entity and the end users of the Project for the purpose of reducing the amount of revenue accounted for as benefiting the Entity. To the extent that the Town, in its sole discretion, determines that such an arrangement has been put in place, the Town shall have the right to recast the financial statements of the Entity so as to account for the Annual Gross Revenue and Net Profit as would have accrued to the Entity had the arrangement not been in existence, and to require the Entity to make payments of the Annual Service Charge based on such recast financial statements.

8.07 **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 Tax Collector and the Town Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each, and such additional information as the Town may request from time to time.

8.08 **Inspection.** The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project, if deemed appropriate or necessary, by representatives duly authorized by the Town and NJ Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, 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. All costs incurred by the Town to conduct such inspections and/or audits, including reasonable attorneys’ fees if appropriate, shall be billed to the Entity and paid to the Town as an additional part of the Entity’s Annual Service Charge.

ARTICLE IX
SALE AND/OR ASSIGNMENT PROVISIONS

9.01 **Approval.** As permitted by N.J.S.A. 40A:20-10, it is understood and agreed that the Town, on written application by the Entity after completion of the Project, may consent to a sale of the Project and the transfer of this Agreement provided: 1) the transferee entity does not own any other project subject to long term tax exemption at the time of transfer; 2) the transferee entity is an urban renewal entity formed and eligible to operate under the Law; 3) the Entity is not then in Default of this Agreement or the Law; 4) the Entity’s obligations under this Agreement are fully assumed by the transferee entity; 5) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Town in regard to the Project; and 6) the principal owners of the transferee entity possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The Town may levy an administrative fee of two percent (2%) of the then applicable Annual Service Charge for the Project being transferred for processing any such application by the Entity.

9.02 **Prohibition Against Severing of Improvements From Land.** 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 Mayor and Council by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Lands which are basic to, embraced in, or underlying the exempted Improvements.

9.03 **Subordination of Fee Title.** It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges and to the rights of the Town hereunder, to encumber and/or assign the fee title to the Land and/or Improvements for the sole purpose of obtaining financing for use in the Project, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement.

ARTICLE X
WAIVER

10.01 **No Waiver.** Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Town or the Entity of any rights and remedies provided by the law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Financial 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 Town or the Entity has under law, in equity, or under any provision of this Financial Agreement.
ARTICLE XI

NOTICE

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 courier, as follows:

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

Harrison Senior Housing, LP
c/o Domus Corporation
590 North Seventh Street
Newark, NJ 07107

The Entity has an affirmative duty to provide the Town with the new information in the event that the address for the Entity changes. The Entity must provide the Town with the name and address of the registered agent or party authorized to accept service of process on their behalf.

When sent to the Town, it shall be addressed to the Town Clerk, Town Hall, 318 Harrison Avenue, Harrison, New Jersey 07029, with copies sent to Town Counsel, at Castano Quigley LLC, 155 Passaic Avenue Suite 340, Fairfield, NJ 07004, unless prior to the giving of notice the Town shall have notified the Entity otherwise. The notice to the Town shall identify the subject with the tax account numbers of the tax parcels comprising the Property.

ARTICLE XII

COMPLIANCE

12.01 Statutes and Ordinances. The Entity hereby agrees at all times prior to the expiration or other Termination of this Financial Agreement to remain bound by the provisions of Federal and State law and any lawful ordinances and resolutions of the Town, 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 Financial Agreement.

ARTICLE XIII

INDEMNIFICATION

13.01 Indemnification. It is understood and agreed that in the event the Town shall be named as party in any action brought against the Town or 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 Town and its public officials and employees 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 N.J.S.A. 40A:20-1 et seq., and/or any other applicable law except for any misconduct by the Town or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. However, the Town 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.

ARTICLE XIV

DEFAULT

14.01 Default. Default shall be any failure of the Entity to conform to the terms of this Agreement and/or any failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

14.02 Cure Upon Default. Should the Entity be in Default of any obligation under this Agreement, the Town shall notify the Entity and any mortgagee of the Entity in writing of said Default (“Default Notice”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge) from the date of its receipt of the Default Notice. In the event of any uncured Default, the Town shall have the right to proceed against the Property pursuant to applicable provisions of the law. Upon any Default in payment of any installment of the Annual Service Charge, the Town shall have the
right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law.

14.03 Remedies. In the event of any dispute between the parties, other than a dispute arising from the failure of the Entity to timely pay any portion of the Annual Service Charge or any other financial obligation required by this Agreement, the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing party. 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 Town in addition to its other remedies, reserves the right to proceed against the Entity’s land and premises, in the manner provided by law, including the Tax Sale Law, and any act supplementary 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 Town to proceed in the above-mentioned manner.

14.04 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 Town, and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Town of any of their remedies or actions against the Entity because of 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 of 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 In Rem Tax Foreclosure proceedings consistent with the terms and provisions of this Agreement.

14.05 Termination Upon Default of the Entity. In the event the Entity fails to cure or remedy the Default, including without limitation a Default as described in Section 14.01, within the time period provided in Section 14.02, the Town may terminate this Agreement upon thirty (30) days written notice to the Entity (“Notice of Termination”).

14.06 Final Accounting. Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the Town 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.

14.07 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 Town.

ARTICLE XV
MISCELLANEOUS

15.01 Conflict. The parties agree that in the event of a conflict between the Ordinance, Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

15.02 Oral Representations. There have been no oral representations made by either of the parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance of the Town authorizing this Agreement, and the Application constitute the entire agreement between the parties regarding the long term tax exemption for the Property and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them.

15.03 Entire Document. All conditions in the Ordinance of the Mayor and Council approving this Agreement are incorporated in this Agreement and made a part hereof.

15.04 Construction. This Financial 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 Town have had the opportunity to review and approve the Financial Agreement.

15.05 Recording. This entire Agreement and the Ordinance, together with the Declaration of Restriction on Transfer of the Property described herein, will be filed and recorded with the Hudson County Clerk by the Entity at the Entity's expense.
15.06 **Municipal Services.** The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on parity with or superior to the lien for the Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

15.07 **Delivery to Tax Assessor.** Upon the Effective Date, the Clerk of the Town shall deliver to the Tax Assessor a certified copy of the Ordinance along with an executed copy of this Financial Agreement. Such delivery by the Town Clerk to the Tax Assessor shall constitute the certification as required in accordance with the Tax Exemption Law, specifically N.J.S.A. 40A:20-12. Upon such delivery, the Tax Assessor shall implement the tax exemption granted and provided herein and shall continue to enforce the tax exemption, without further certification by the City Clerk, until the expiration of the tax exemption in accordance with the terms hereof.

15.08 **Waste and Refuse Disposal.** The Entity shall comply with the Town of Harrison Mandatory Recycling Ordinance to ensure that used corrugated cardboard, glass bottles and jars, food and beverage cans, newspapers and magazines and other recyclables deemed mandatory by the Town of Harrison are separated from waste and refuse emanating from the herein Project for the purpose of recycling. The Entity shall be responsible to cause all solid waste, refuse or recyclable materials generated by the Project and tenants to be collected and disposed of at the sole expense of the Entity. Such collection and disposal shall be performed by a collector, hauler or scavenger licensed for such activities by the State of New Jersey. The Director of the Department of Public Works for the Town may establish regulations for the collection, storage, disposal and recycling of solid waste, refuse and recyclable materials, with which the Entity agrees to comply. The Entity shall post a sign to identify the company or companies responsible for collection of solid waste, refuse and recyclable materials from the Project. For each such company, the sign shall clearly indicate the name, address and telephone number, the types of materials the company is responsible to collect as well as the days and times at which such collection will occur. Such sign shall be prominently displayed by affixing it to the inside of a window, near the principal entrance of the Project so as to be easily visible from outside the structure. If this is not possible, such sign shall be prominently displayed inside the building in a public corridor near the principal entrance.

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

15.10 **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.

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

15.12 **Effective Date.** This Agreement shall take effect as of the date that it is fully executed by the parties (the “Effective Date”).
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

For the Entity

By: ____________________________________
Name: ________________________________
Title: ________________________________

STATE OF ___________________________
COUNTY OF __________________________
The foregoing instrument was acknowledged before me this ______ day of ________________, 2012, by _______________________, a ____________, by _______________________, its _______________________, on behalf of the company.

____________________________________
Notary Public
Commission Expiration: ________________

THE TOWN OF HARRISON

By: ____________________________________
Mayor

ATTEST:

____________________________________
Town Clerk
TOWN OF HARRISON
COUNTY OF HUDSON
ORDINANCE NO. 1271

CALENDAR YEAR 2013 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

WHEREAS: The Local Government Cap Law, N.J.S.A 40A:4-45.1, et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.0% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and

WHEREAS: N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS: The Mayor & Council of the Town of Harrison, in the County of Hudson, finds it advisable and necessary to increase its CY 2013 Budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS: The Mayor & Council hereby determines that a 3.5% increase in the Budget for said year, amounting to $435,998.73 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS: The Mayor & Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Mayor & Council of the Town of Harrison, in the County of Hudson, a majority of the full authorized membership of this Mayor & Council affirmatively concurring, that, in the CY 2013 Budget Year, the final appropriations of the Town of Harrison shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to $435,998.73, and that the CY 2013 Municipal Budget for the Town of Harrison be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Councilman James P. Doran

Introduced: 02-05-2013
A RESOLUTION DESIGNATING RESTRICTED PARKING SPACES FOR USE BY HANDICAPPED PERSONS

WHEREAS: An application has been submitted for a parking space for use by handicapped persons at the location set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: SECTION I

Whenever any words and phrases are used in this Resolution, the meaning respectively ascribed to them in Subtitle I of Title 39 of the Revised Statutes of New Jersey shall be deemed to apply to such words used therein; and

THAT: SECTION II

Pursuant to the Authority granted to this municipality by N.J.S.A. 39:4-197.5, the following locations are hereby designated as restricted parking spaces for use by persons who have been issued a special vehicle identification card by the Division of Motor Vehicles. No other persons shall be permitted to park in this space:

2 Washington Street
307 North Fifth Street
417 Cleveland Avenue

THAT: SECTION III

The Department of Public Works is hereby directed to have proper signs calling attention to the provisions of the Resolution erected or placed upon said streets; and

THAT: SECTION IV

This Resolution shall take effect as required by Law.

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION TO PROVIDE A TEMPORARY EMERGENCY APPROPRIATION TO THE 2013 WATER & SEWER BUDGET

WHEREAS: An emergency has arisen with respect to the payment of various bills prior to the adoption of the 2013 Municipal Budget; and

WHEREAS: Adequate provision will be made in the 2013 Municipal Budget, which has not yet been adopted; and

WHEREAS: N.J.S.A. 40A:4-20 provides for the creation of a temporary emergency appropriation for payment of said bills; and

WHEREAS: The total emergency appropriation resolution adopted in the year 2013 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A 40A:4-20) including this Resolution total $1,721,092.68.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: With not less than two-thirds of all members affirmatively concurring, in accordance with N.J.S.A. 40A:4-20, a temporary emergency appropriation be and the same is made for the following line item appropriations to be provided in full in the 2013 Municipal Budget under the titles of:

WATER & SEWER UTILITY OPERATING FUND

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<tr>
<td>Interest on Bonds</td>
<td>408,908.50</td>
</tr>
<tr>
<td>NJEIT</td>
<td>78,680.18</td>
</tr>
</tbody>
</table>

TOTAL WATER & SEWER APPROPRIATIONS $1,726,092.68

THAT: Said temporary emergency appropriations will be provided for in full in the 2013 Municipal Budget under the titles set forth above; and

THAT: One certified copy of this Resolution shall be filed with the Director of the Division of Local Government Services.

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
WHEREAS: An emergency has arisen with respect to the payment of various bills prior to the adoption of the 2013 Municipal Budget; and

WHEREAS: Adequate provision will be made in the 2013 Municipal Budget, which has not yet been adopted; and

WHEREAS: N.J.S.A. 40A:4-20 provides for the creation of a temporary emergency appropriation for payment of said bills; and

WHEREAS: The total emergency appropriation resolution adopted in the year 2013 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A 40A:4-20) including this Resolution total $13,027,939.65.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: With not less than two-thirds of all members affirmatively concurring, in accordance with N.J.S.A. 40A:4-20, a temporary emergency appropriation be and the same is made for the following line item appropriations to be provided in full in the 2013 Municipal Budget under the titles of:

<table>
<thead>
<tr>
<th>GENERAL GOVERNMENT:</th>
<th>Other Expenses</th>
<th>75,000.00</th>
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</thead>
<tbody>
<tr>
<td>Engineering Services</td>
<td>Other Premiums</td>
<td>20,000.00</td>
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| SANITATION: | Garbage & Trash Removal | 309,000.00 |

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<tr>
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<tr>
<td>Municipal Drug Alliance Grant</td>
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<td>Equitable Sharing</td>
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<tr>
<td>Senior Outreach Program</td>
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<tr>
<td>Senior Outreach Program - 2013</td>
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<tr>
<td>Senior Food Program - 2013</td>
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<tr>
<td>Assistance to Firefighters Grant</td>
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<tr>
<td>Assistance to Firefighters Grant Match</td>
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<tr>
<td>Public Employees Retirement System</td>
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<tr>
<td>Police &amp; Fire Retirement System</td>
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<th>DEBT SERVICE:</th>
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<tr>
<td>Payment of Bond Principal</td>
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<td>Interest on Bonds</td>
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<tr>
<td>Interest on Notes</td>
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<tr>
<td>Developer Bonds Principal &amp; Interest</td>
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<tr>
<td>NJEIT Loan Repayment Principal &amp; Interest</td>
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<tr>
<td>Other Bonds Payable - Principal</td>
</tr>
<tr>
<td>Other Bonds Payable - Interest</td>
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<tr>
<td>Capital Lease Obligations - Principal</td>
</tr>
<tr>
<td>Capital Lease Obligations - Interest</td>
</tr>
<tr>
<td>School - Payment of Bond Principal</td>
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<tr>
<td>School - Interest on Bonds</td>
</tr>
</tbody>
</table>
TOTAL MUNICIPAL APPROPRIATIONS $ 13,027,939.65

THAT: Said temporary emergency appropriations will be provided for in full in the 2013 Municipal Budget under the titles set forth above; and

THAT: One certified copy of this Resolution shall be filed with the Director of the Division of Local Government Services.

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<th>Town Council</th>
<th>Moved</th>
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Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION APPROVING TAX SETTLEMENT - - BLOCK 67, LOT 1

WHEREAS: There is pending in the New Jersey Tax Court the matter of Isaac Heller -v- Town of Harrison (Block 67, Lot 1 aka 43-57 Harrison Avenue) covering tax years 2009, 2010, 2011 and 2012.

WHEREAS: Tax Counsel, Tax Assessor and appraisal expert retained by the Town have recommended settlement of said litigation in accordance with a memo submitted to the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: Said settlement is approved as follows:

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Assessment</th>
<th>Settlement</th>
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<tbody>
<tr>
<td>2009</td>
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<tr>
<td>Improvements</td>
<td>749,000</td>
<td>440,000</td>
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<tr>
<td>TOTAL</td>
<td>$1,409,000</td>
<td>$1,100,000</td>
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<tr>
<th>Tax Year</th>
<th>Assessment</th>
<th>Settlement</th>
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</thead>
<tbody>
<tr>
<td>2010</td>
<td>$660,000</td>
<td>$432,000</td>
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<tr>
<td>Improvements</td>
<td>749,000</td>
<td>440,000</td>
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<tr>
<td>TOTAL</td>
<td>$1,409,000</td>
<td>$1,100,000</td>
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<tr>
<th>Tax Year</th>
<th>Assessment</th>
<th>Settlement</th>
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<tbody>
<tr>
<td>2011</td>
<td>$660,000</td>
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<tr>
<td>Improvements</td>
<td>749,000</td>
<td>440,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,409,000</td>
<td>$1,100,000</td>
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<thead>
<tr>
<th>Tax Year</th>
<th>Assessment</th>
<th>Settlement</th>
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<tbody>
<tr>
<td>2012</td>
<td>$660,000</td>
<td>$660,000</td>
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<tr>
<td>Improvements</td>
<td>749,000</td>
<td>440,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,409,000</td>
<td>$1,100,000</td>
</tr>
</tbody>
</table>

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 157, LOT 19

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid
municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the
tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 512 Sussex St. was sold
to eos Energy Venture, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 18, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson
County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust
in the amount of $1,291.06 for the redemption amount and a check in the amount of $600
for the premium amount.

Certificate # 45-12
Block: 157
Lot: 19
Owner: Carvalho, Carla Adriana
Property Location: 512 Sussex Street, Harrison, NJ 07029

Lien Holder: eos Energy Venture
255 Maple Street
Kearny, NJ 07032
A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 19, LOT 5

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid
municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the
tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 107 N. Third St. was sold
to Robert Del Vecchio, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 7, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson
County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust
in the amount of $1,235.66 for the redemption amount and a check in the amount of
$17,100 for the premium.

Certificate # 16-12
Block: 19
Lot: 5
Owner: Castenada, Julio & Ruth Wendy
Property Location: 107 N. Third Street, Harrison, NJ 07029

Lien Holder: Robert U. Del Vecchio
P.O. Box 196
Hawthorne, NJ 07507

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 27, LOT 6

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 505 Rodgers Blvd N. was sold to Isaac Moradi, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 24, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust in the amount of $3,166.86 for the redemption amount and $2,600 for the premium amount.

Certificate # 25-12
Block: 27
Lot: 6
Owner: Flores, Jose Alberto
Property Location: 505 Rodgers Blvd N., Harrison, NJ 07029

Lien Holder: Isaac Moradi
520 Elm St.
Kearny, NJ 07032

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 160, LOT 13.02

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 6 Sixth Street was sold to US Bank CUST for Pro Capital, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 29, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust in the amount of $1,505.76 for the redemption amount and a check in the amount of $100 for the premium amount.

Certificate # 50-12
Block: 160
Lot: 13.02
Owner: Garcia, Pablo
Property Location: 26 Sixth Street, Harrison, NJ 07029
Lien Holder: US Bank CUST for Pro Capital, LLC
2 Liberty Place, TLSG
50 South 16th St.-Suite 1950
Philadelphia, PA 19102

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<th>Yes</th>
<th>No</th>
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Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 63, LOT 3

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 714 N. Fifth St was sold to US Bank CUST for Phoenix Funding, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 11, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust in the amount of $2,326.83 for the redemption amount and a $8,000 for the premium amount.

Certificate # 39-12
Block: 63
Lot: 3
Owner: Gonzalez, Humberto & Beatriz
Property Location: 714 N. Fifth Street, Harrison, NJ 07029
Lien Holder: US Bank CUST for Phoenix Funding
2 Liberty Place, TLSG
50 South 16th St.-Suite 1950
Philadelphia, PA 19102
TOWN OF HARRISON

Meeting Date: 02/05/2013

Resolution #: R-2013-

HUDSON COUNTY

Committee: Finance

Presented by Councilperson: James P. Doran

A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 193, LOT 16.02

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 703 Warren Street was sold to eos Energy Venture, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 30, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust in the amount of $456.54 for the redemption amount and $300 for the premium amount.

Certificate # 52-12
Block: 193
Lot: 16.02
Owner: Mesquita, Mario
Property Location: 703 Warren St. Harrison, NJ 07029

Lien Holder: eos Energy Venture
255 Maple Street.
Kearny, NJ 07032

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<tr>
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Raymond J. McDonough, Mayor

I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
TOWN OF HARRISON

Resolution #: R-2013- 

HUDSON COUNTY

A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 27, LOT 40

WHEREAS: On December 19, 2012 the Harrison Tax Collector’s office conducted a sale for unpaid municipal liens for the calendar year 2012; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 414 Central Ave. was sold to US Bank CUST for Phoenix Funding, and the certificate was purchased at 0% plus premium; and

WHEREAS: On January 8, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized and directed to issue a check from trust in the amount of $3,734.22 for the redemption amount and a $7,000 for the premium amount.

Certificate # 26-12
Block: 27
Lot: 40
Owner: Ping Pei Maa, ETALS
Property Location: 414 Central Avenue, Harrison, NJ 07029

Lien Holder: US Bank CUST for Phoenix Funding
2 Liberty Place, TLSG
50 South 16th St., Suite 1950
Philadelphia, PA 19102

Town Council Moved Seconded Yes No Abstain Absent
L. BENNETT [ ] [ ] [ ] [ ] [ ] [ ]
M. DOLAGHAN [ ] [ ] [ ] [ ] [ ] [ ]
J. DORAN [ ] [ ] [ ] [ ] [ ] [ ]
J. HUARANGA [ ] [ ] [ ] [ ] [ ] [ ]
C. MANDAGLIO [ ] [ ] [ ] [ ] [ ] [ ]
A. MILLAN [ ] [ ] [ ] [ ] [ ] [ ]
F. NASCIMENTO [ ] [ ] [ ] [ ] [ ] [ ]
V. VILLALTA [ ] [ ] [ ] [ ] [ ] [ ]
R. McDONOUGH [ ] [ ] [ ] [ ] [ ] [ ]

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION REGARDING REDEMPTION OF OUTSIDE LIEN --
BLOCK 63, LOT 6

WHEREAS: On December 15, 2011 the Harrison Tax Collector’s office conducted a sale for unpaid municipal liens for the calendar year 2011; and

WHEREAS: A notice of such sale was posted in five public places in the municipality. A copy of the tax sale notice was sent to each taxpayer on the list; and

WHEREAS: Resulting from such sale, the lien on the real property at 708 N. Fifth St. was sold to the Town of Harrison, and the certificate was purchased at 18%; and

WHEREAS: On January 24, 2013 the lien was redeemed with all interest due.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby authorized to cancel such certificate.

Certificate # 170-11
Block: 63
Lot: 6
Owner: Suerz, Ricardo & Francisco Mercedes
Property Location: 708 N. Fifth Street, Harrison, NJ 07029

Lien Holder: Town of Harrison
318 Harrison Avenue
Harrison, NJ 07029

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION APPROVING TAX EXEMPTION DUE TO MILITARY SERVICE-CONNECTED DISABILITY - - BLOCK 38, LOT 26, QUAL CA19

WHEREAS: John Dolaghan ("taxpayer") is the owner of the real property designated as Block 38, Lot 26, Qual CA19 commonly known as 550 Central Avenue Unit 19; and

WHEREAS: The taxpayer has applied for an exemption from local real property taxes due to a military service-connected disability; and

WHEREAS: The taxpayer has filed an application for such exemption, together with documentation from the Department of Veteran Affairs confirming such service-connected disability being 100% effective as of March 8, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The above-captioned real estate shall be exempt of local real property taxes retroactive to January 1, 2013.

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
TOWN OF HARRISON

HUDSON COUNTY

A RESOLUTION APPROVING TAX EXEMPTION DUE TO MILITARY
SERVICE-CONNECTED DISABILITY - - BLOCK 127, LOT 33

WHEREAS:  Richard McMorris ("taxpayer") is the owner of the real property designated as Block 127, Lot 33 commonly known as 416 Jersey Street; and

WHEREAS:  The taxpayer has applied for an exemption from local real property taxes due to a military service-connected disability; and

WHEREAS:  The taxpayer has filed an application for such exemption, together with documentation from the Department of Veteran Affairs confirming such service-connected disability being 100% effective as of June 1, 2009; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The above-captioned real estate shall be exempt of local real property taxes retroactive to January 1, 2013.

Raymond J. McDonough, Mayor
I hereby certify this to be a true and correct copy.

Paul J. Zarbetski, Town Clerk
A RESOLUTION FOR PAYMENT OF BILLS AND PAYROLLS

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Harrison, Hudson County, New Jersey, as follows:

THAT: The Chief Financial Officer is hereby directed to pay the bills for the month of January 2013, certified by the Heads of the Departments and approved by the respective committees of the Council; and

THAT: The Chief Financial Officer is hereby authorized to issue the payrolls during the month of February 2013, and the payroll for the month of January 2013 is hereby ratified and confirmed and is on file in the Finance Office.