

THE MEETING OF THE CITY OF BURLINGTON COMMON COUNCIL, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, WAS HELD ON TUESDAY, APRIL 14, 2020, AT 7:00 PM, IN THE CITY HALL, 525 HIGH STREET, BURLINGTON, NJ, PURSUANT TO THE OPEN PUBLIC MEETINGS ACT.

The following notice of the meeting was sent:

Notice of this meeting was sent to the Burlington County Times and the Trenton Times, filed in the Office of the Municipal Clerk, posted on the bulletin board at the Municipal Building and the City of Burlington Website on April 8, 2020. Notices have remained continuously posted.

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended by A-3850, and in consideration of Executive Orders No. 103 and 107, issued by Governor Murphy on March 9 and 21, 2020 respectively, declaring a State of Emergency and a Public Health Emergency in the State of New Jersey, the City of Burlington does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the Regular meeting of the Common Council scheduled for April 14, 2020 will be held electronically only. Members of the public who wish to participate in the meeting may do so by calling 425-436-6368 and followed by meeting number 838523# at 7:00p.m. Individuals calling into this number will be able to fully participate in the meeting, including providing public comment. A non-public dial in number will be used if executive session is required.

Cindy A. Crivaro, RMC
Municipal Clerk

Members present: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7) Absent: (0)

Also present: Mayor Conaway, Administrator- David Ballard, Chief Financial Officer- Ken Mac Millan, Director of Housing- Bill Harris, Director of Public Affairs- John Alexander, Municipal Attorney- Lou Garty, Police Chief- John Fine, EMC- Frank Caruso

INVOCATION

Rev. Dr. Lonnie Gibbs, III

SALUTE TO FLAG

CONSENT AGENDA

Councilman Chachis, moved that all Consent Agenda items be approved. It was seconded by Councilwoman Hatala. All were in favor.

PETITIONS AND COMMUNICATIONS*

Approved by Consent Agenda. All were in favor.

CORRESPONDENCE FOR MARCH 2020

NOTICES, AGENDAS, MINUTES, REPORTS, ETC. RECEIVED

Reports from various departments received:

Monies collected by the Municipal Clerk's Office for the month of February 2020 \$410.00

NOTICE TO PROPERTY OWNERS

03-20 Block 222, Lot 11

PETITIONS OF APPEALS:

03-30 Block 1, Lot 3.01

03-31 Block 1, Lot 1

03-32 Block 9032, Lot 44

03-33 Block 1, Lot 1

CORRESPONDENCE TO AND FROM WITHIN THE CITY AND CITY

ORGANIZATIONS:

03-100 Executive Directive, March 17, 2020 from Mayor Barry Conaway, re: Adopting State of NJ Civil Service COVID -19 Guidelines for Sick Leave

03-101 Office of Emergency Management, re COVID-19

03-102 Annual Drinking Water Quality Report, Year 2019

03-103 Chief John Fine, dated April 9, 2020, re: lunches for community and thank you to Amanda Mackey & Beverly Schnegelsberger

CORRESPONDENCE TO AND FROM BURLINGTON COUNTY

03-500 Public Health Prevent Promote and Protect, dated March 12, 2020

03-501 Burlington County TRAP NEUTER RETURN forum - new time , March 26 2020

03-502 Burlington County Board of Chosen Freeholders, re: County Clerk Urges Voters to Vote by Mail

CORRESPONDENCE TO AND FROM THE STATE OF NEW JERSEY

03-700 State of New Jersey, dated March 2, 2020, re: Important notice to a tier A and Tier B Municipalities

03-701 State of New Jersey Assembly Resolution No. 78

03-702 Executive Order No. 105 from Philip D. Murphy, Governor

03-703 NJDEP, dated March 10, 2020, re: DEP approves 2.5 million for projects

03-704 Executive Order No 120 from Philip D. Murphy, Governor

03-705 State of New Jersey, dated March 31, 2020, re: Buy America Requirements

03-706 State of New Jersey, dated March 24, 2020, re: Route 130 Antwan's Law

MISCELLANEOUS CORRESPONDENCE

03-800 Elaine McClammy, dated March 10, 2020, re: loud music

03-801 Elaine McClammy, dated March 4, 2020, re: Oakland Ave, canoe, junk in yards

03-802 Elaine McClammy, dated March 16, 2020, re: yellow motorcycle

- 03-803 Elaine McClammy, dated March 16, 2020, re: miscellaneous
- 03-804 Board of Education, Notice Special Meeting canceled due to COVID-19 virus
- 03-805 Endeavor Emergency Squad, Inc., dated March 18, 2020, re: needs during COVID-19
- 03-806 Comcast, re: service of support Americans through the Coronavirus Pandemic
- 03-807 Weisberg and Conaway LLC, re: Notice of Change of ownership Block 8, Lot 29
- 03-808 Endeavor Emergency Squad, Inc., dated March 24, 2020, re: needs during COVID-19
- 03-809 City of Burlington Fire Department, February 2020 Monthly Report

NOTICES OF FORECLOSURES

- 03-900 Block 117, Lot 13
- 03-901 Block 137, Lot 4
- 03-902 Block 32, Lot 21
- 03-903 Block 185.01, Lot 3
- 03-904 Block 137, Lot 4
- 03-905 Block 114, Lot 13
- 03-906 Block 185.01, Lot 3
- 03-907 Block 82, Lots 4,5,6
- 03-908 Block 32, Lot 21
- 03-909 Block 117, Lot 13
- 03-910 Block 233, Lot 16

APPROVAL OF INVOICES*

Approved by Consent Agenda. All were in favor.

APPROVAL OF MINUTES*

Approved by Consent Agenda. All were in favor.

LIMITING CITIZENS TO SPEAK NO MORE THAN TWO (2) MINUTES, ONLY ONE TIME EACH, DURING THIS MEETING OF APRIL 14, 2020*

Approved by Consent Agenda. All were in favor.

RESOLUTIONS / CONSENT AGENDA RESOLUTIONS*

Resolution No. 112-2020

AUTHORIZING PARTICIPATION IN AND ACCEPTANCE OF FEDERAL GRANT FUNDS, AS ADMINISTERED BY THE STATE OF NEW JERSEY, FOR THE 2020 SAFE AND SECURE COMMUNITIES GRANT PROGRAM

WHEREAS, the New Jersey Department of Law and Public Safety has awarded to the City of Burlington Police Department, a grant in the amount of \$60,000.00 from the 2020 Safe and Secure Communities Grant Program; and

WHEREAS, a resolution by the Governing Body is required approving acceptance of federal funds and participation in the federal grant program as administered by the State of New Jersey, Department of Law and Public Safety; and

WHEREAS, said resolution must include the following data elements:

- Name of Subrecipient's Unit of Government – City of Burlington, New Jersey
- Name of the Federal Grant Program – 2020 Safe and Secure Communities Grant Program
- Subaward Number – 20-0305
- Subaward Period – 08/01/19 to 07/31/20
- Total amount of the award and match – State \$60,000.00
City of Burlington \$Fringe Benefits
Total \$60,000.00

NOW THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington formally does accept the subaward grant in the amount of \$60,000.00.

BE IT FURTHER RESOLVED that the City of Burlington is accepting these grant funds for the purpose as described in the State of New Jersey Department of Law and Public Safety Safe and Secure Communities Grant Program's Administration and Funding Guidelines; and

BE IT FURTHER RESOLVED that the Mayor, Municipal Clerk, CFO, and Chief of Police are hereby authorized to sign the grant agreement and documents, where applicable, and that their signature(s) constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Upon the motion of Councilman Chachis, seconded by Councilwoman Woodard, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 113-2020

RESOLUTION NO. 113-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING AN ACCESS AGREEMENT WITH THE CHRIST BAPTIST CHURCH TO ENABLE THE CITY'S ENGINEERING CONTRACTORS TO INSTALL MONITORING EQUIPMENT IN CONNECTION WITH THE CLOSURE OF THE FORMER CITY SANITARY LANDFILL

WHEREAS, as part of the process for finalizing the closure of the former City Sanitary Landfill, the City's Engineers have indicated that the City is required to install certain monitoring equipment near or around the former City Sanitary Landfill; and

WHEREAS, the placement of certain monitoring equipment has to be consistent with State (DEP) requirements in order for the landfill closure process to gain final approval from the State; and

WHEREAS, it appears that several of the designated location points for the monitoring equipment are on the property or within structures owned by the Christ Baptist Church (The

Second Baptist Church of Burlington) (hereinafter “the Church”) such that the City needs to obtain the permission of the Church to provide for a right of access for its Consulting Engineers and qualified technicians or contractors to be able to install and have continued, uninterrupted access to the monitoring equipment; and

WHEREAS, the Church has agreed to allow the City of Burlington and its consulting engineers with access to its property for the purpose of installing and maintaining the aforementioned monitoring equipment necessary for the closure of the landfill; and

WHEREAS, the Church previously executed an Access Agreement with the City in 2015 providing for the required right of access, but the agreement needs to be updated; and

WHEREAS, the Church has indicated its willingness to execute an updated Access Agreement with the City providing for the required right of access in order to install and then maintain the monitoring equipment. The Church has graciously agreed to do so at no annual fee or cost to the City; and

WHEREAS, the form of the proposed new Access Agreement has been drafted by the Solicitor in consultation with the City’s Engineers and administration and is in a form which is acceptable to fulfill the purpose of furthering the landfill closure; and

WHEREAS, in order to install the aforementioned equipment, it is necessary to have in effect an updated Access Agreement with the Church.

NOW THEREFORE, BE IT RESOLVED that the Common Council for the City of Burlington hereby authorizes the Mayor to execute an Access Agreement with the Christ Baptist Church (The Second Baptist Church of Burlington) for the purposes of enabling the City’s Consulting Engineers and qualified technicians or contractors to have a right of access to be able to install and then have continued, uninterrupted access to the monitoring equipment in order to gain the State’s approval of the closure of the former City Sanitary Landfill.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Common Council for the City of Burlington hereby authorizes the Mayor to execute the Access Agreement based upon the advice of the City Solicitor and Administration and the City’s professional engineers, so as to effect the essential purpose of the Resolution and the Agreement, namely for the City to be able to give its Engineers and qualified contractors a Notice to Proceed to install the equipment and to ensure that the City has continued access to these areas on Church property where the equipment is to be located and maintained, in furtherance of and consistent with the essential purpose of this Resolution.

Upon the motion of Councilman Chachis, seconded by Councilman Babula, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Lollar. (6); NAYS: (0); ABSTAIN: Ms. Woodard. (1); ABSENT: (0).

Resolution No. 114-2020

RESOLUTION NO. 114-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE FOR CITY OWNED PROPERTY IDENTIFIED AS BLOCK 1, LOT 3

WHEREAS, the City of Burlington has determined that certain City-owned property, identified on the Tax Map as Block 1, Lot 3 and otherwise known as 302 Commerce Square Boulevard (“the Property”), is no longer needed for public purposes as contemplated by N.J.S.A. 40A:12-13; and

WHEREAS, the Property is located within the Commerce Square Redevelopment Area, established by the City in May of 2004 and governed by a Redevelopment Plan, as evidenced via Ordinance No. 11-2004; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-8g and N.J.S.A. 40A:12A-22j, the Common Council as the Redevelopment entity for the City of Burlington, may, among other things, authorize the sale of property located within redevelopment areas without the necessity for public bidding; and

WHEREAS, the Common Council previously authorized a contract to engage the services of Chad Thomason of Marcus & Millichap, a NJ Licensed Real Estate Broker, to list the Property, show the property to prospective purchasers and to assist with negotiating terms of sale deemed favorable to the City, for a period of six months with no provisions for automatic renewal; and

WHEREAS, the Broker has communicated to the City that several *bona fide* proposals to purchase the property were received; and

WHEREAS, a Letter of Intent for terms for purchase the property for \$3,200,000.00 was received from H-M Holdings, LLC following which offer, the broker, in conjunction with the City’s professionals, negotiated specific terms for the sale of the property; and

WHEREAS, such an agreement is exempt from the public bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the Common Council for the City of Burlington has reviewed the Agreement of Sale and seeks to authorize the execution of the Agreement of Sale with H-M Holdings, LLC and for the Broker and the City’s professionals to provide such other information, to perform such other ancillary tasks as may be required and advisable pursuant to the Agreement of Sale, including providing documents and information and providing access to the building and property as may be necessary to fulfill the City’s obligations under the Due Diligence period specified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council for the City of Burlington hereby authorizes the execution of the Agreement of Sale with H-M Holdings, LLC, for the sale of the subject Property identified on the Tax Map as Block 1, Lot 3, more commonly known as 302 Commerce Boulevard, for the sum of \$3,200,000.00; and

BE IT FURTHER RESOLVED, that the Mayor, City Clerk, the City's Professionals, and/or Administration, as applicable, are hereby authorized to execute the Agreement of Sale, to comply with the Due Diligence obligations as are set forth in the Agreement, and to execute the Deed and other documents necessary to effectuate the transfer of title consistent with the Agreement of Sale and to effectuate with the sale of Property identified on the Tax Map as Block 1, Lot 3, more commonly known as 302 Commerce Boulevard.

Upon the motion of Councilman Babula, seconded by Councilwoman Hollingsworth, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 115-2020*

RESOLUTION NO. 115-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE CHIEF FINANCIAL OFFICER OF THE CITY OF BURLINGTON TO MAKE CERTAIN EMERGENCY EXPENDITURES DUE TO THE COVID-19 EMERGENCY AND CONSISTENT WITH THE LOCAL FINANCE NOTICE ISSUED BY THE STATE OF NEW JERSEY RELATING TO REVISED EMERGENCY PROCUREMENT PROCEDURES

WHEREAS, Governor Murphy has declared a state of emergency via Executive Order 103 in response to the coronavirus outbreak, which Order addresses State-level procurement; and

WHEREAS, the State of New Jersey, Department of Community Affairs ("the State"), has issued a revised notice on Emergency Procurement procedures on the Local Level in circumstances where an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, on March 16, 2020, a Local Finance Notice was issued by the State of New Jersey to provide guidance and certain temporary measures for the relaxation of certain procurement procedures during the COVID-19 emergency; and

WHEREAS, the State's March 16, 2020 Local Finance Notice issued revised Emergency Procurement procedures for local contracting units which provided that a contract may be awarded up to \$100,000.00 without public bidding, regardless of the bid threshold required under N.J.S.A. 40A:11-6 (Local Public Contracts Law) and that pursuant to N.J.S.A. 19:44A-

20.12, emergency contracts awarded for purposes of coronavirus response are excepted from Pay-to-Play due to public exigency; and

WHEREAS, the LFN Notice indicates that pursuant to a November 4, 2016 directive of the State Treasurer, contracting units awarding contracts that fall under the “public exigency” exception to Pay-to-Play are no longer required to file an “emergency procurement report” with the State; and

WHEREAS, the Common Council of the City of Burlington has determined that it is necessary to authorize the Chief Financial Officer (“CFO”) to ensure that the provision of essential services are not interrupted during this emergency by authorizing the CFO to use his discretion to process the payment of certain vouchers and/or invoices for essential goods and/or services provided by vendors and/or professionals relating to the COVID-19 emergency, including for goods and services provided by small businesses, as he deems necessary to protect the health, safety and welfare of the City residents and to ensure the continuity of certain essential services during declared COVID-19 State of emergency in the State of New Jersey and in Burlington County; and

WHEREAS, the temporary authority being granted to the CFO is not to exceed the sum of \$100,000.00 for any one contract, which funds are anticipated to be available in the City’s temporary or permanent budget to be introduced by the Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, that in accordance with Executive Order #103 issued by the Governor Murphy and consistent with the waivers, standards and guidance as set forth in the Local Finance Notice issued by the State of New Jersey on March 16, 2020 relating to certain temporary measures for the relaxation of certain procurement procedures during the COVID-19 emergency, the Chief Financial Officer (“CFO”) of the City of Burlington is hereby authorized to take the following actions as is necessary to ensure that the provision of essential government services is not interrupted during this emergency:

1. To process the payment of certain vouchers and/or invoices as he deems necessary in his professional judgment for the procurement of essential goods and/or services provided by vendors and/or professionals relating to the COVID-19 emergency, including the processing of vouchers and/or the payment of invoices for services provided by small businesses as he deems necessary to protect the health, safety and welfare of the City residents and to ensure the continuity of certain essential services during COVID-19 emergency; and

BE IT FURTHER RESOLVED, that the temporary authority being granted herein to the CFO for the procurement of certain goods or services is not to exceed the sum of \$100,000.00 for any

one contract, which funds are anticipated to be available in the City's temporary or permanent budget to be introduced by the Common Council; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby authorize the CFO to sign such documents and process such payments as he deems necessary to protect the health, safety and welfare of the City residents and to ensure the continuity of certain essential services during COVID-19 emergency and consistent with the temporary authority and consistent with the intent of the within Resolution.

Approved by Consent Agenda. All were in favor.

Resolution No. 116-2020

RESOLUTION NO. 116-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING AN RFP FOR QUALIFIED DEVELOPERS FOR THE PROPERTY IDENTIFIED AS 200 E. FEDERAL STREET

WHEREAS, the City of Burlington is a Faulkner Act municipality with a Mayor-Council form of government pursuant to N.J.S.A. 40:69A-31, *et seq.*, with its organization, positions, powers, and duties outlined within the Code of the City of Burlington as set forth pursuant to the Faulkner Act; and

WHEREAS, the Common Council of the City of Burlington previously determined that certain City-owned property, identified on the Tax Map as Block 148, Lots 7, 8, 9, 10, 19 and 20 and more commonly known as 200 E. Federal Street ("the Property") which is located within the Yorkshire – New Yorkshire Redevelopment Area, is desirable for Redevelopment, including but not limited to future improvement; and

WHEREAS, by Resolution No. 92-2020, the City enacted the required legislation pursuant to N.J.S.A. 40A:12-5, *et seq.*, necessary to settle pending litigation and to acquire the subject Property from the present owner; and

WHEREAS, the City has tendered the required payment to the present owner of the property to effectuate the intent of the parties to transfer the property from the current owner to the City of Burlington; and

WHEREAS, the Common Council has indicated its intent to re-acquire the aforementioned property in order to Redevelop the subject property; and

WHEREAS, the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-8f, *et seq.*, provides the Common Council with the authority to designate redevelopers to carry out the objectives of designated Redevelopment areas; and

WHEREAS, the subject property identified on the Tax Map as Block 148, Lots 7, 8, 9, 10, 19 and 20, more commonly known as 200 E. Federal Street (“the Property”) which is located within the Yorkshire – New Yorkshire Redevelopment Area and is suitable for Redevelopment; and

WHEREAS, in order to identify the most beneficial redeveloper for the subject property, the City wishes to review proposals from qualified redevelopers prior to entering into a redevelopment agreement and designating a redeveloper for this property; and

WHEREAS, in order to solicit proposals, the City wishes to authorize the City Administration to issue a Request for Qualifications/ Request for Proposals (RFQ/RFP) to develop 200 E. Federal Street by a qualified Redeveloper.

NOW THEREFORE, BE IT RESOLVED that the City hereby authorizes its professionals and administrative staff to prepared specifications, provide materials to prospective entities seeking to submit a proposal, to provide information to the public, to publish an RFQ/RFP which would include criteria for proposals to be determined to be a qualified developer, and for the purpose of assisting Council in evaluating proposals to be the designated Redeveloper of the identified portion of the property identified on the Tax Map as Block 148, Lots 7, 8, 9, 10, 19 and 20, which is more commonly known as 200 E. Federal Street; and

BE IT FURTHER RESOLVED that upon receipt of proposals, the City will review and discuss the proposals timely received, and if necessary, invite potential developers to appear before the Common Council for further inquiry. Upon determining the most beneficial developer for the site, and upon confirming compliance with all terms and conditions of the RFQ/RFP, the City shall designate one of the respondents as the developer for the portion of the property more commonly known as 200 E. Federal Street, conditioned upon the City and the Developer successfully negotiating and executing a redevelopment agreement, and upon satisfying all other prerequisites as required by law and as may be established by the Common Council of the City of Burlington.

Upon the motion of Councilwoman Woodard, seconded by Councilman Chachis, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 117-2020

RESOLUTION NO. 117-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING AN RFP FOR QUALIFIED DEVELOPERS FOR A PORTION OF THE PROPERTY IDENTIFIED AS 559 HIGH STREET WITHIN THE YORKSHIRE-NEW YORKSHIRE REDEVELOPMENT AREA

WHEREAS, the City of Burlington is a Faulkner Act municipality with a Mayor-Council form of government pursuant to N.J.S.A. 40:69A-31, et seq., with its organization, positions, powers, and duties outlined within the Code of the City of Burlington as set forth pursuant to the Faulkner Act; and

WHEREAS, the Common Council of the City of Burlington previously determined that certain State-owned property, identified on the Tax Map as Block 156, Lot 11 and more commonly known as 559 High Street (“the Property”) which is located within the Yorkshire – New Yorkshire Redevelopment Area, is desirable for public purposes, including but not limited to City use and future improvement; and

WHEREAS, by Ordinance No. 18-2019, the City enacted the required legislation pursuant to N.J.S.A. 40A:12-5, *et seq.*, necessary to acquire the Property from the State of New Jersey; and

WHEREAS, the City has tendered the required payment to the State of New Jersey to effectuate the intent of the parties to transfer the property from the State of New Jersey to the City of Burlington; and

WHEREAS, the Common Council has indicated its intent to subdivide the parcel purchased in order to utilize a portion of the subject property for a public purpose, namely to house a motor pool; and

WHEREAS, the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-8f, *et seq.*, provides the Common Council with the authority to designate redevelopers to carry out the objectives of designated Redevelopment areas; and

WHEREAS, the subject property identified on the Tax Map as Block 156, Lot 11 and more commonly known as 559 High Street (“the Property”) which is located within the Yorkshire – New Yorkshire Redevelopment Area and the portion of the property which is not to be utilized for a public purpose is suitable for Redevelopment; and

WHEREAS, in order to identify the most beneficial redeveloper for the remaining portion of the subject property which is not to be used for a public purpose, the City wishes to review proposals from qualified redevelopers prior to entering into a redevelopment agreement and designating a redeveloper for this property and

WHEREAS, in order to solicit proposals, the City wishes to issue a Request for Qualifications/Request for Proposals (RFQ/RFP) to develop that portion of 559 High Street with the main Armory building, excluding the area of the property to be subdivided from the property.

NOW THEREFORE, BE IT RESOLVED that the City hereby authorizes its professionals and administrative staff to prepared specifications, provide materials to prospective entities seeking to submit a proposal, to provide information to the public, to publish an RFQ/RFP which would include criteria for proposals to be determined to be a qualified developer, and for the purpose of assisting Council in evaluating proposals to be the designated Redeveloper of the identified portion of the property identified on the Tax Map as Block 156, Lot 11 and more commonly known as 559 High Street, with respect to the portion of the property which would not include the garage building to be used as a motor pool by the City; and

BE IT FURTHER RESOLVED that upon receipt of proposals, the City will review and discuss the proposals timely received, and if necessary, invite potential developers to appear before the Common Council for further inquiry. Upon determining the most beneficial developer for the site, and upon confirming compliance with all terms and conditions of the RFQ/RFP, the City shall designate one of the respondents as the developer for the portion of the property more commonly known as 559 High Street, (excluding the aforementioned area to be subdivided and used for a public purpose) conditioned upon the City and the Developer successfully negotiating and executing a redevelopment agreement, and upon satisfying all other prerequisites as required by law and as may be established by the City of Burlington.

Upon the motion of Councilman Chachis, seconded by Councilman Babula, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 118-2020

RESOLUTION OF THE CITY OF BURLINGTON, IN THE COUNTY OF BURLINGTON, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$2,600,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF BURLINGTON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

WHEREAS, the City of Burlington (the "Local Unit"), in the County of Burlington, New Jersey, has determined that there exists a need within the Local Unit for the Replacement of Water Meters (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the financing program (the "Financing Program") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the Project prior to the closing with respect to the Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$2,600,000 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the

Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance 05-2017 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE AUTHORIZING VARIOUS IMPROVEMENTS TO THE WATER UTILITY SYSTEM IN AND FOR THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY, APPROPRIATING THE SUM OF \$3,600,000; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$3,600,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and was finally adopted by the Local Unit at a meeting duly called and held on July 11, 2017, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$2,600,000;
- (b) the maturity of the Note shall be determined by the I-Bank;
- (c) the interest rate of the Note shall be determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance

- with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "CFP-2020-__";
 - (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
 - (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Mayor, Administrator, Chief Financial Officer and Clerk of the Local Unit (collectively, the "Authorized Officers") are hereby further severally authorized to (I) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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EXHIBIT "A"

CITY OF BURLINGTON, NEW JERSEY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

\$ _____, 20__
CFP-__-__

FOR VALUE RECEIVED, the **CITY OF BURLINGTON, NEW JERSEY**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns ("Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) ("I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Bank Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at *N.J.S.A. 58:11B-1 et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (I) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Anticipated Financing Program" means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, which Fund Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the State, acting by and through the New Jersey Department of Environmental Protection.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, _____%, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank: (I) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the I-Bank and the New Jersey Department of Environmental Protection.

"Maturity Date" means _____, 20__, or such earlier or later date to be determined by the I-Bank in its sole discretion, which date shall be determined by the I-Bank to be the date of the closing for the Anticipated Financing Program.

"Principal" means the principal amount of the Loan, at any time being the lesser of: (I) _____ Dollars (\$_____); or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank: (I) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the I-Bank is making the Loan to the Borrower.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to *N.J.A.C. 7:22-3 et seq., 7:22-4 et seq., 7:22-5 et seq., 7:22-6 et seq., 7:22-7 et seq., 7:22-8 et seq., 7:22-9 et seq.* and *7:22-10 et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued, as part of the Anticipated Financing Program.

"I-Bank Portion" means, on any date, an amount equal to twenty-five percent (25%) of the Principal of the Loan on such date, which I-Bank Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the I-Bank.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect: (i) the condition (financial or otherwise) of the Borrower; (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder; (iii) the authorization, execution, attestation or delivery of this Note; (iv) the issuance of this Note and the sale thereof to the I-Bank; and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank; (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the

repayment of the Loan and all other amount due hereunder; and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or © constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower, or its duly authorized agent or assign, has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to: (i) the participation by the Borrower in the Anticipated Financing Program; and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

© Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of

its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax exempt bonds"). In furtherance of such long term financing with tax exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly): (I) in any "private business use" within the meaning of Section 151(b)(6) of the Code; (ii) to make or finance loans to persons other than the Borrower; or (iii) to acquire any "nongovernmental output property" within the meaning of Section 151(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 158(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.158-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition, each such disbursement and the date thereof to be recorded by an Authorized

Officer of the I-Bank on the table attached as Exhibit A hereto. The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (I) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. Any earnings accrued on the undrawn I-Bank Portion of the Principal of the Loan shall be credited against the Borrower's repayment obligations hereunder. The Borrower may prepay the Loan the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, *first*, the Interest then due and payable, *second*, the Principal, *third*, the Administrative Fee, if obligations hereunder, in whole or in part, upon receipt of the prior written consent of an any, *fourth*, any late charges, and, *finally*, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (I) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar

law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Burlington, County of Burlington, New Jersey, 525 High Street, Burlington, New Jersey 08016, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, P.O. Box 440, Trenton, New Jersey 08625, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and

agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF BURLINGTON, NEW JERSEY

[SEAL]

By: _____

BARRY W. CONAWAY, Mayor

By: _____

ATTEST:

**KENNETH R. MACMILLAN,
Chief Financial Officer**

CINDY A. CRIVARO, Municipal Clerk

EXHIBIT A

Loan Disbursements

Date of Loan Disbursement	Amount of Loan Disbursement

Upon the motion of Councilman Babula, seconded by Councilman Chachis, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 119-2020

RESOLUTION OF THE CITY OF BURLINGTON, IN THE COUNTY OF BURLINGTON, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,000,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF BURLINGTON IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING LOAN PROGRAM

WHEREAS, the City of Burlington (the "Local Unit"), in the County of Burlington, New Jersey, has determined that there exists a need within the Local Unit for the Rehabilitation of Dual Media Filters (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the financing program (the "Financing Program") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the Project prior to the closing with respect to the Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the

Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$1,000,000 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance 05-2017 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE AUTHORIZING VARIOUS IMPROVEMENTS TO THE WATER UTILITY SYSTEM IN AND FOR THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY, APPROPRIATING THE SUM OF \$3,600,000; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF BURLINGTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$3,600,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and was finally adopted by the Local Unit at a meeting duly called and held on July 11, 2017, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (I) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to

- \$1,000,000;
- (b) the maturity of the Note shall be determined by the I-Bank;
 - © the interest rate of the Note shall be determined by the I-Bank;
 - (d) the purchase price for the Note shall be par;
 - (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
 - (f) the Note shall be issued in a single denomination and shall be numbered "CFP-2020-__";
 - (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
 - (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Mayor, Administrator, Chief Financial Officer and Clerk of the Local Unit (collectively, the "Authorized Officers") are hereby further severally authorized to (I) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Parker McCay P.A., Mount Laurel, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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EXHIBIT "A"

CITY OF BURLINGTON, NEW JERSEY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

\$ _____, 20__
CFP-__-__

FOR VALUE RECEIVED, the **CITY OF BURLINGTON, NEW JERSEY**, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns ("Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) ("I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Bank Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at *N.J.S.A. 58:11B-1 et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (I) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Anticipated Financing Program" means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, which Fund Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the State, acting by and through the New Jersey Department of Environmental Protection.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, _____%, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank: (I) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the I-Bank and the New Jersey Department of Environmental Protection.

"Maturity Date" means _____, 20__, or such earlier or later date to be determined by the I-Bank in its sole discretion, which date shall be determined by the I-Bank to be the date of the closing for the Anticipated Financing Program.

"Principal" means the principal amount of the Loan, at any time being the lesser of: (I) _____ Dollars (\$_____); or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank: (I) on the Maturity Date; or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the I-Bank is making the Loan to the Borrower.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to *N.J.A.C. 7:22-3 et seq., 7:22-4 et seq., 7:22-5 et seq., 7:22-6 et seq., 7:22-7 et seq., 7:22-8 et seq., 7:22-9 et seq. and 7:22-10 et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued, as part of the Anticipated Financing Program.

"I-Bank Portion" means, on any date, an amount equal to twenty-five percent (25%) of the Principal of the Loan on such date, which I-Bank Portion is expected to be refinanced on the Maturity Date from proceeds of a loan to be made to the Borrower by the I-Bank.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect: (i) the condition (financial or otherwise) of the Borrower; (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder; (iii) the authorization, execution, attestation or delivery of this Note; (iv) the issuance of this Note and the sale thereof to the I-Bank; and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank; (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the

repayment of the Loan and all other amount due hereunder; and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or © constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower, or its duly authorized agent or assign, has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to: (i) the participation by the Borrower in the Anticipated Financing Program; and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

© Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of

its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax exempt bonds"). In furtherance of such long term financing with tax exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly): (I) in any "private business use" within the meaning of Section 151(b)(6) of the Code; (ii) to make or finance loans to persons other than the Borrower; or (iii) to acquire any "nongovernmental output property" within the meaning of Section 151(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 158(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.158-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition, each such disbursement and the date thereof to be recorded by an Authorized

Officer of the I-Bank on the table attached as Exhibit A hereto. The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (I) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. Any earnings accrued on the undrawn I-Bank Portion of the Principal of the Loan shall be credited against the Borrower's repayment obligations hereunder. The Borrower may prepay the Loan the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, *first*, the Interest then due and payable, *second*, the Principal, *third*, the Administrative Fee, if obligations hereunder, in whole or in part, upon receipt of the prior written consent of an any, *fourth*, any late charges, and, *finally*, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (I) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar

law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Burlington, County of Burlington, New Jersey, 525 High Street, Burlington, New Jersey 08016, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, P.O. Box 440, Trenton, New Jersey 08625, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and

agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

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IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF BURLINGTON, NEW JERSEY

[SEAL]

By: _____

BARRY W. CONAWAY, Mayor

By: _____

ATTEST:

**KENNETH R. MACMILLAN,
Chief Financial Officer**

CINDY A. CRIVARO, Municipal Clerk

EXHIBIT A

Loan Disbursements

Date of Loan Disbursement	Amount of Loan Disbursement

Upon the motion of Councilman Babula, seconded by Councilman Chachis, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 120-2020*

RESOLUTION NO. 120-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY HISTORIC TRUST FOR A PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND GRANT TO ASSIST IN THE FURTHER RENOVATION OF THE HISTORIC WILLIAM R. ALLEN SCHOOL

WHEREAS, the Common Council of the City of Burlington desires to further historic preservation through a grant from the New Jersey Historic Trust (NJHT), State of New Jersey in the amount of \$746,250.00 for the following project: William R. Allen School (NJHT Project Number: 2019.2037)

NOW THEREFORE BE IT RESOLVED the Common Council of the City of Burlington authorizes Mayor Barry W. Conaway to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

Approved by Consent Agenda. All were in favor.

Resolution No. 121-2020

RESOLUTION NO. 121-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON EXPRESSING APPRECIATION AND SUPPORT TO THE FIRST RESPONDERS, LAW ENFORCEMENT OFFICERS AND HEALTH CARE WORKERS AND URGING STRICT COMPLIANCE WITH EMERGENCY DIRECTIVES DURING THE STATE EMERGENCY IN RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS, Governor Murphy has declared a state of emergency for the State of New Jersey in response to the coronavirus (COVID-19) outbreak; and

WHEREAS, Governor Murphy has issued various Executive Orders to the citizens of the State of New Jersey and the State and local Departments of Health have issued instructions and information necessary to protect the health, safety and welfare of all residents and to prevent the spread of the COVID-19; and

WHEREAS, the aforesaid emergency regulations and measures are designed to facilitate a coordinated regional response and to obtain necessary protective and other equipment to protect the health, safety and welfare of the City's residents, visitors and employees, and in particular to ensure the necessary supply of safety equipment and gear for its first responders, law enforcement, fire fighters and other workers and volunteers working tirelessly to prevent the spread of this virus; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, that the Common Council supports the actions of the Governor of the State of New Jersey, by Burlington County officials and of the City of Burlington's Emergency preparedness team, including its dedicated First Responders, Law Enforcement officers, Fire Fighters and Health care workers in preparing for and responding to this pandemic is necessary to combat the further spread of the COVID-19 virus; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby support and encourage its citizens to strictly comply with the emergency measures implemented by the Governor of the State of New Jersey and urges all non-essential workers to "shelter in place" in conformance with this State of Emergency; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby support and encourage its citizens to strictly comply with recommendations relating to "social distancing" designed to decrease the rate of transmission; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby support and encourage its citizens to strictly comply with regulations implemented by Burlington County, and by the City of Burlington as being necessary and an important part of the communal strategy to prevent the spread of this virus by working together, and the fact that higher rates of survival and lower rates of transmission are dependent upon mutual coordination and compliance with these adjustments to our daily lives.

Upon the motion of Councilman Babula, seconded by Councilman Swan, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 122-2020

RESOLUTION NO. 122-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON SUPPORTING AND RATIFYING THE EMERGENCY PROCEDURES IMPLEMENTED BY THE EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY OF BURLINGTON DUE TO THE COVID-19 EMERGENCY

WHEREAS, via Executive Order 103, Governor Murphy declared a state of emergency for the State of New Jersey in response to the coronavirus (COVID-19) outbreak; and

WHEREAS, due to increased potential for the spread of the COVID-19, the Emergency Management Coordinator (“EMC”) for the City of Burlington has taken certain preventative measures to prevent the spread of this virus and to protect the health, safety and welfare of all residents of the City of Burlington and the surrounding communities; and

WHEREAS, on or about March 18, 2020, based upon the powers and authority vested in the Emergency Management Coordinator by virtue of the New Jersey Civil Defense Act of 1942, the EMC for the City declared a state of emergency and pursuant to that declaration, promulgated certain emergency/disaster-related measures designed to protect the health safety and welfare of the public (a copy of which is attached hereto); and

WHEREAS, the aforesaid regulations are in addition to and consistent with the emergency measures implemented by the State of New Jersey, by Burlington County, and the City of Burlington; and

WHEREAS, the aforesaid emergency regulations and measures are designed to facilitate a coordinated regional response and to obtain necessary protective and other equipment to protect the health, safety and welfare of the City’s residents, visitors and employees, and in particular to ensure the necessary supply of safety equipment and gear for its first responders, law enforcement, fire fighters and other workers and volunteers working tirelessly to prevent the spread of this virus; and

WHEREAS, the Common Council of the City of Burlington deems these preventative measures necessary and that the proactive and timely response by the City’s EMC to this pandemic is necessary to combat the spread of the COVID-19 virus; and

WHEREAS, the Common Council of the City of Burlington supports the actions of the City’s EMC and has determined that it is appropriate to indicate its support and to ratify the Emergency Declaration of the City’s Emergency Management Coordinator and the Emergency and Disaster preparedness regulations implemented by his Order dated March 18, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, that the Common Council supports the actions of the City’s EMC and hereby ratifies and supports the Emergency Declaration and the Emergency and Disaster preparedness regulations implemented by the City’s Emergency Management Coordinator as set forth in his Emergency Declaration and Order dated March 18, 2020; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby authorize the EMC to take such other reasonable and proactive measures as he deems necessary to secure the appropriate personal protective equipment and other equipment necessary to protect the health, safety and welfare of the City's first responders and to ensure the continuity in the supply of certain essential emergency and relief equipment during declared COVID-19 State of emergency in the State of New Jersey and in Burlington County and in the City of Burlington; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby authorize the EMC to issue such emergency proclamations and regulations as he deems necessary to protect the health, safety and welfare of the City residents and to ensure the continuity of emergency and disaster services during COVID-19 emergency and consistent with the temporary authority and consistent with the intent of the within Resolution.

Upon the motion of Councilman Swan, seconded by Councilwoman Hatala, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 123-2020

RESOLUTION NO. 123-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE SETTLEMENT OF LITIGATION ENTITLED ELIZABETH FITZPATRICK V. CITY OF BURLINGTON, ET AL, PENDING IN THE SUPERIOR COURT OF NEW JERSEY UNDER DOCKET NO. MER-L-2122-15

WHEREAS, there exists certain pending civil litigation which was filed in the Superior Court of New Jersey, Mercer County, entitled Elizabeth Fitzpatrick v. City of Burlington, et al, which is pending under Docket No. MER-L-2122-15, in which a claim has been made against the City of Burlington and its employees by the Plaintiff, Mary Penny, in which the Plaintiff alleges that she suffered certain injuries, damages, and economic losses relating to an employment claim as to certain events which Plaintiff alleged occurred during a part of her employment with the City of Burlington from approximately spring of 2011 through the end of October of 2013; and

WHEREAS, the City has defended this case in the litigation filed against the City of Burlington and its employees; and

WHEREAS, the continuation of this litigation poses certain potential risks to the City and will also necessitate the expenditure of certain defined costs for the continuing to defend this litigation; and

WHEREAS, the City previously engaged by a contract its Special Self-Insured Litigation Counsel for the purpose of defending the City and individual employees named as Defendants in the within litigation and has and will incur costs in defending this matter; and

WHEREAS, the City previously placed its Employment Practices Insurance carrier on notice of this claim and the carrier has provided coverage for aspects of the claim under the applicable policy and has paid certain costs of defending this action; and

WHEREAS, in view of the continued costs and potential risks in proceeding to the trial of the case, the City's litigation counsel and the City's Employment Practices Liability (EPL) insurance carrier have had the opportunity to negotiate with the Plaintiff's counsel and with the assistance of the Court, have recommended that certain terms for the settlement of the litigation be approved, including a provision to share the costs of a settlement between the City of Burlington and the EPL carrier, which terms are favorable to the City to accomplish the goal of settling pending litigation; and

WHEREAS, the settlement of the aforementioned litigation is not an admission of liability on the part of the City of Burlington or any of its employees or officials; and

WHEREAS, through the negotiations of the attorneys of the respective parties and with the aid of the Court, the City would contribute the sum of \$100,000.00 towards a negotiated settlement of all of the Plaintiff's claims for damages, including her claims for damages for personal injuries suffered, for all claims economic damages including lost wages, lost economic opportunity, medical expenses, and including for all counsel fees, costs and expenses of litigation of the Plaintiff (including all expert's fees and costs), while fully releasing the City and its employees from liability for all claims asserted in the Complaint; and

WHEREAS, the settlement of the litigation is made for the purpose of reducing the City's costs in defending the action and its exposure to the cost and risk of continued litigation, including expert's fees, counsel fees and other associated costs; and

WHEREAS, the Chief Financial Officer has certified that the funds necessary to fund this settlement are available; and

WHEREAS, it is determined that it is in the best interests of the City of Burlington to authorize the settlement of this pending litigation in which the City of Burlington would contribute the sum of \$100,000.00 towards the settlement of the subject litigation.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the Burlington City that the settlement of this litigation is hereby authorized; and

BE IT FURTHER RESOLVED that the Common Council of the City of Burlington hereby authorizes the expenditure of \$100,000.00 by way of its contribution towards the settlement of

the litigation entitled and pending under Elizabeth Fitzpatrick v. City of Burlington, et al, Docket No. MER-L-2122-15; and

BE IT FURTHER RESOLVED that City's assigned counsel and administrative staff are hereby authorized to execute such documents and court filings as are necessary to effect the terms and intent of this settlement consistent with the express terms for settlement stated herein, namely to take such actions as are necessary to process the settlement with the contribution by the City in the sum stated towards settlement and to execute any documents necessary to effectuate the settlement, including the signing and filing of all documents ancillary thereto and for the dismissal of this action.

Upon the motion of Councilwoman Woodard, seconded by Councilwoman Hatala, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 124-2020

RESOLUTION NO. 124-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE SETTLEMENT OF LITIGATION ENTITLED MARY PENNY V. CITY OF BURLINGTON, ET AL, PENDING IN THE SUPERIOR COURT OF NEW JERSEY UNDER DOCKET NO. MER-L-2014-14

WHEREAS, there exists certain pending civil litigation which was filed in the Superior Court of New Jersey, Mercer County, entitled Mary Penny v. City of Burlington, et al, which is pending under Docket No. MER-L-2014-14, in which a claim has been made against the City of Burlington and its employees by the Plaintiff, Mary Penny, in which the Plaintiff alleges that she suffered certain injuries, damages, and economic losses relating to an employment claim as to certain events which Plaintiff alleged occurred during a part of her employment with the City of Burlington from approximately spring of 2011 through the end of October of 2013; and

WHEREAS, the City has defended this case in the litigation filed against the City of Burlington and its employees; and

WHEREAS, the continuation of this litigation poses certain potential risks to the City and will also necessitate the expenditure of certain defined costs for the continuing to defend this litigation; and

WHEREAS, the City previously engaged by a contract its Special Self-Insured Litigation Counsel for the purpose of defending the City and individual employees named as Defendants in the within litigation and has and will incur costs in defending this matter; and

WHEREAS, the City previously placed its Employment Practices Insurance carrier on notice of this claim and the carrier has provided coverage for aspects of the claim under the applicable policy and has paid certain costs of defending this action; and

WHEREAS, in view of the continued costs and potential risks in proceeding to the trial of the case, the City's litigation counsel and the City's Employment Practices Liability (EPL) insurance carrier have had the opportunity to negotiate with the Plaintiff's counsel and with the assistance of the Court, have recommended that certain terms for the settlement of the litigation be approved, including a provision to share the costs of a settlement between the City of Burlington and the EPL carrier, which terms are favorable to the City to accomplish the goal of settling pending litigation; and

WHEREAS, the settlement of the aforementioned litigation is not an admission of liability on

WHEREAS, through the negotiations of the attorneys of the respective parties and with the aid of the Court, the City would contribute the sum of \$125,000.00 towards a negotiated settlement of all of the Plaintiff's claims for damages, including her claims for damages for personal injuries suffered, for all claims economic damages including lost wages, lost economic opportunity, medical expenses, and including for all counsel fees, costs and expenses of litigation of the Plaintiff (including all expert's fees and costs), while fully releasing the City and its employees from liability for all claims asserted in the Complaint; and

WHEREAS, the settlement of the litigation is made for the purpose of reducing the City's costs in defending the action and its exposure to the cost and risk of continued litigation, including expert's fees, counsel fees and other associated costs; and

WHEREAS, the Chief Financial Officer has certified that the funds necessary to fund this settlement are available; and

WHEREAS, it is determined that it is in the best interests of the City of Burlington to authorize the settlement of this pending litigation in which the City of Burlington would contribute the sum of \$125,000.00 towards the settlement of the subject litigation.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the Burlington City that the settlement of this litigation is hereby authorized; and

BE IT FURTHER RESOLVED that the Common Council of the City of Burlington hereby authorizes the expenditure of \$125,000.00 by way of its contribution towards the settlement of this litigation entitled Penny v. City of Burlington, et al, pending under Docket No. MER-L-2014-14; and

BE IT FURTHER RESOLVED that City's assigned counsel and administrative staff are hereby authorized to execute such documents and court filings as are necessary to effect the terms and

intent of this settlement consistent with the express terms for settlement stated herein, namely to take such actions as are necessary to process the settlement with the contribution by the City in the sum stated towards settlement and to execute any documents necessary to effectuate the settlement, including the signing and filing of all documents ancillary thereto and for the dismissal of this action.

Upon the motion of Councilman Chachis, seconded by Councilwoman Woodard, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 125-2020

RESOLUTION NO. 125-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON EXPRESSING APPRECIATION AND SUPPORT TO THE CITY'S EMERGENCY RESPONDERS OF THE ENDEAVOR EMERGENCY SQUAD, INC. DURING THIS STATE EMERGENCY IN RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS, Governor Murphy has declared a state of emergency for the State of New Jersey in response to the coronavirus (COVID-19) outbreak; and

WHEREAS, Governor Murphy has issued various Executive Orders to the citizens of the State of New Jersey and the State and local Departments of Health have issued instructions and information necessary to protect the health, safety and welfare of all residents and to prevent the spread of the COVID-19; and

WHEREAS, the aforesaid emergency regulations and measures are designed to facilitate a coordinated regional response and to obtain necessary protective and other equipment to protect the health, safety and welfare of the City's residents, visitors and employees, and in particular to ensure the necessary supply of safety equipment and gear for its first responders, law enforcement, fire fighters and other workers and volunteers working tirelessly to prevent the spread of this virus; and

WHEREAS, the Endeavor Emergency Squad, Inc., is a non-profit, non-governmental entity which has been serving the City of Burlington and several other adjacent municipalities for over eighty (80) years, providing vital emergency health care services and emergency transportation to these citizens on a daily basis in response to accidents, traumatic injuries, and with the sudden onset of an illness and has been a vital part of the community's health care services; and

WHEREAS, during the COVID-19 emergency, the provision of these emergency services to the citizens of the City of Burlington and to our neighboring communities is of critical importance and has stretched the supply of emergency equipment, personal protective equipment, and other resources and equipment necessary for the members of the Endeavor Squad to respond to requests for service; and

WHEREAS, the Common Council of the City of Burlington recognizes that despite the strain on these resources, these events have not affected the professionalism and dedication of the many skilled, caring and brave volunteers of the Endeavor Emergency Squad in providing these essential services at this critical time in our history; and

WHEREAS, the members of the Endeavor Emergency Squad are providing critical emergency services at a time when their members are selflessly placing themselves at risk by being on the front line of treatment of and service to the public during a growing pandemic; and

WHEREAS, during this emergency, the Endeavor Emergency Squad has advised the City of Burlington that many citizens have expressed their gratitude and a desire to assist the Endeavor Emergency Squad at this time of a national health crises; and

WHEREAS, the Endeavor Emergency Squad has indicated that citizens wishing to support them during this critical time can donate funds and/or equipment to the squad including N-95 masks, eye protection such as new, unused safety glasses, Lysol cleaning products for sanitation as well as single serving edible items, such as breakfast or protein bars or other (healthy) snacks and that cards or letters of encouragement are greatly appreciated at this critical time; and

WHEREAS, the Common Council of the City of Burlington wishes to express its deepest appreciation, admiration, gratitude and support for the Endeavor Emergency Squad, Inc. for its professionalism and faithful dedication to service at a time when their services are most needed.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Burlington hereby expresses its deepest appreciation, admiration, gratitude and support on behalf of the citizens of the City of Burlington to the members of the Endeavor Emergency Squad, Inc. for all of their professionalism and faithful dedication to service to the public at a time when their services are most needed and when providing such critical emergency services places these First Responders at risk for their own safety; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington hereby urges its residents and visitors (and all who are able to do so), to support the Endeavor Squad in its mission through either monetary donations or donations of available personal protective equipment, other equipment, food, snacks, and with statements of support and appreciation; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington hereby urges all residents and visitors to individually protect and support the members of the Endeavor Emergency Squad through our own responsible actions of following directives and medical guidance to prevent the further spread of this highly contagious and dangerous virus.

Upon the motion of Councilman Swan, seconded by Councilwoman Hatala, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 126-2020

RESOLUTION NO. 126-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON SUPPORTING THE DECLARATION OF A STATE EMERGENCY AND THE PROCEDURES IMPLEMENTED BY THE GOVERNOR IN RESPONSE TO THE COVID-19 PANDEMIC AND URGING ALL RESIDENTS TO STRICTLY COMPLY WITH THE DIRECTIVE TO “SHELTER IN PLACE”

WHEREAS, via Executive Order 103, Governor Murphy declared a state of emergency for the State of New Jersey in response to the coronavirus (COVID-19) outbreak; and

WHEREAS, Governor Murphy has issued additional Executive Orders to the citizens of the State of New Jersey in order to protect the health, safety and welfare of all residents and to prevent the spread of the COVID-19; and

WHEREAS, Governor Murphy and the State and local Departments of Health have recommended that the residents of the State of New Jersey engage in “Shelter in Place” to reduce the opportunity for contact and potential transmission of this highly contagious and deadly virus; and

WHEREAS, the Common Council of the City of Burlington similarly urges all residents, visitors and citizens to strictly adhere to these preventative measures to prevent the spread of this highly contagious and dangerous virus; and

WHEREAS, the aforesaid actions are part of a larger, coordinated effort to prevent the spread of the virus, but also to protect the safety and lives of health care workers, first responders, law enforcement as well as family, friends and neighbors; and

WHEREAS, the aforesaid emergency measures implemented by the Governor of the State of New Jersey and by Burlington County, and in the City of Burlington are necessary and an important part of the strategy to prevent the spread of this virus by working together, and the fact that higher rates of survival and lower rates of transmission are dependent upon mutual coordination and compliance with these adjustments to our daily lives; and

WHEREAS, the aforesaid emergency regulations and measures are designed to facilitate a coordinated regional response and to obtain necessary protective and other equipment to protect the health, safety and welfare of the City’s residents, visitors and employees, and in particular to ensure the necessary supply of safety equipment and gear for its first responders, law enforcement, fire fighters and other workers and volunteers working tirelessly to prevent the spread of this virus; and

WHEREAS, the Common Council of the City of Burlington deems these preventative measures necessary and that the proactive and timely response by the Governor of the State, by Burlington County and by the City’s Emergency preparedness team in preparing for and responding to this pandemic is necessary to combat the further spread of the COVID-19 virus.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, that the Common Council supports the actions of the Governor of the State of New Jersey, by Burlington County officials and of the City of Burlington's Emergency preparedness team, including its dedicated First Responders, in preparing for and responding to this pandemic is necessary to combat the further spread of the COVID-19 virus; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby support and encourage its citizens to strictly comply with the emergency measures implemented by the Governor of the State of New Jersey and urges all non-essential workers to "shelter in place" in conformance with this State of Emergency; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby support and encourage its citizens to strictly comply with recommendations relating to "social distancing" designed to decrease the rate of transmission; and

BE IT FURTHER RESOLVED, that the Common Council of the City of Burlington does hereby support and encourage its citizens to strictly comply with regulations implemented by Burlington County, and by the City of Burlington as being necessary and an important part of the communal strategy to prevent the spread of this virus by working together, and the fact that higher rates of survival and lower rates of transmission are dependent upon mutual coordination and compliance with these adjustments to our daily lives.

Upon the motion of Councilman Chachis, seconded by Councilwoman Hatala, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 127-2020

RESOLUTION NO. 127-2020 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AWARDING A CONTRACT TO RICHARD T. BARRETT PAVING COMPANY, INC. IN CONNECTION WITH THE FY2019 NEW JERSEY DEPARTMENT OF TRANSPORTATION MUNICIPAL AID PROGRAM GRANT RECEIVED FOR A PAVING PROJECT ON FERNWOOD AVENUE, YORK STREET, EAST BROAD STREET AND HOLMES DRIVE

WHEREAS, the City of Burlington did apply for and did receive a Fiscal Year 2019 Municipal Aid Program Grant from the New Jersey Department of Transportation for a paving project Fernwood Avenue (from Grant Street to Wood Street), York Street (from Belmont Street to Federal Street), Broad Street (from Bordentown Street to Corson Street) and Holmes Drive (from Columbus Road to Mount Road), in the amount of \$246,709.00; and

WHEREAS, bids were received on March 26, 2020 for this project, as outlined on the bid tabulation sheet; and

WHEREAS, the amount of the lowest bid for this project is \$285,956.10, submitted by Richard T. Barrett Paving Company, Inc.; and

WHEREAS, the City of Burlington Chief Financial Officer has certified that funds are available to award a contract Richard T. Barrett Paving Company, Inc.; and

WHEREAS, Richard T. Barrett Paving Company submitted the lowest acceptable bid, and the City Engineer, Frank S. Morris, P.E., of Alaimo Group has reviewed the bid proposal and the qualifications of the bidder and finds them to be in order; and

WHEREAS, the City Engineer recommends that the Common Council of the City of Burlington award a contract to Richard T. Barrett Paving Company, Inc. located at 400 Prospect Street, Trenton, N.J. 08618, per the engineer's letter dated March 27, 2020.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Burlington, County of Burlington, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized to enter into a contract with Richard T. Barrett Paving Company, Inc. for a paving project on portions of Fernwood Avenue, York Street, Broad Street and Holmes Drive, in the amount of \$285,956.10.

Upon the motion of Councilman Swan, seconded by Councilwoman Woodard, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 128-2020

Upon the recommendation of the City Engineers, Alaimo Group, the Common Council of the City of Burlington hereby authorizes the Mayor and the Municipal Clerk to execute an amended agreement with Hydro-Marine Construction Co. Inc. in connection with the Promenade Bulkhead Improvement Project, Change Order No. 1, an increase in the amount of \$189,372.50 providing for additional repair due to unforeseen circumstances making a revised total contract amount of \$1,567,572.50.

Upon the motion of Councilman Chachis, seconded by Councilman Swan, the foregoing resolution was adopted by the following roll call vote: AYES: Mr. Babula, Mr. Chachis, Ms. Hatala, Ms. Hollingsworth, Mr. Swan, Ms. Woodard, Ms. Lollar. (7); NAYS: (0); ABSTAIN: (0); ABSENT: (0).

Resolution No. 129-2020*

RESOLUTION TO CANCEL OLD OUTSTANDING CHECKS IN COURT BANK ACCOUNTS

WHEREAS, there exists various old outstanding checks in the Court General and Bail Accounts, that have not been cashed; and

WHEREAS, these checks were most likely replaced by another check or should have been voided on the books and the City Auditor recommends that they be voided and that checks be issued out of the various accounts to the City of Burlington Current Fund and recorded as Miscellaneous Revenue.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Municipal Court Clerk to void the following outstanding checks and disburse the amount of the voided checks from the various accounts to the City of Burlington Current Fund to be recorded as Miscellaneous Revenue:

COURT GENERAL ACCOUNT:

#1679	\$ 1.00	02/14/18
#1696	\$ 1.00	04/11/18
#1697	\$ 1.00	04/11/18
#1715	\$ 1.00	06/11/18
#1719	\$200.00	06/11/18
#1760	\$ 15.00	10/10/18
#1777	\$ 1.00	12/06/18
#1785	\$ 6.00	01/07/19
#1794	\$ 2.00	02/04/19

BAIL ACCOUNT:

#2725	\$112.00	12/21/17
#2807	\$ 61.00	03/20/18
#2920	\$ 11.00	07/17/18
#2933	\$250.00	07/20/18
#3087	\$ 50.00	01/08/19

Approved by Consent Agenda. All were in favor.

Resolution No. 130-2020*

Common Council of the City of Burlington hereby authorizes the Municipal Clerk to issue a Mercantile License to Chanel Jones, 92 Arrowhead Drive, Burlington, N.J. to operate a business at 124 Route 130 South and Wood Street, Unit 9 t/a “Foxy and Beautiful.”

Approved by Consent Agenda. All were in favor.

PUBLIC COMMENTS

Thomas Keating, 468 W. Broad Street- spoke of parking concerns in front of his property.

Mayor Conaway advised Council that Mr. Keating’s concerns will be reviewed by the City Solicitor.

ADMINISTRATION REPORT

Mr. Ballard gave update on the meter replacement project, on hold with NJDEP due to COVID-19; reviewed precautions being taken due to COVID-19.

COUNCIL COMMENTS

Councilwoman Hollingsworth thanked you Administration for keeping things running smoothly; spoke of feeling very disconnected; asked for weekly updates from the Administration.

Councilman Chachis thanked the Public Works Department for work after a damaging storm.

Councilwoman Hatala thanked Administration.

CONFERENCES

- 2020 Street Paving Program - Dave Ballard, Administrator

ADJOURNMENT

Upon the motion of Councilman Swan, seconded by Councilman Babula, this meeting of April 14, 2020 was adjourned.

Cindy A. Crivaro, RMC
Municipal Clerk