



City of Burlington

COUNCIL MEETING AGENDA

February 18, 2025
7:00 pm

NOTICE OF THIS MEETING WAS ADVERTISED IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT.

FIRE EXITS: TURN LEFT UPON EXITING COUNCIL CHAMBERS AND THE ENTRANCE TO THE BUILDING.

Cindy A. Crivaro, RMC
Municipal Clerk

Please silence all electronics during this meeting. Thank you.

GOVERNING BODY ROLL CALL:

- | | |
|----------------------------------|---------------------------------------|
| _____ Councilman Dave Ballard | _____ Councilman Richard Spaulding |
| _____ Councilman George Chachis | _____ Councilwoman Suzanne Woodard |
| _____ Councilman Timothy Hutton | _____ President Dawn Bergner-Thompson |
| _____ Vice President Geneva Rijs | |

ALSO PRESENT:

- _____ Mayor Barry Conaway
- _____ Administrator Johanna Conyer
- _____ Municipal Attorney Stuart Platt, Esq. / Justin Strausser, Esq.
- _____ Financial Consultant Dean Ciminera / _____
- _____ Director of Housing Bill Harris
- _____ Director of Public Works Bill Curry / _____
- _____ Acting Police Chief Ryan Elbertson / _____

Others: _____

SALUTE TO FLAG

EXPLANATION OF RESOLUTIONS

Johanna Conyer, Administrator 77-2025, 80-2025, 82-2025, 85-2025 & 86-2025

PUBLIC COMMENTS

Each Citizen will be allotted up to five (5) minutes to speak, to allow everyone an opportunity to express their concerns.

MOTION TO OPEN PUBLIC COMMENTS: 1. _____ 2. _____

MOTION TO CLOSE PUBLIC COMMENTS: 1. _____ 2. _____

CONSENT AGENDA

All items listed with an asterisk (*) are routine and will be enacted by one motion. Should a Council Member wish to discuss a consent agenda item separately, that item can be removed from the consent agenda and considered in its normal sequence on the regular agenda.

_____ Moved that all Consent Agenda items (*) be approved Seconded by _____.

APPROVAL OF PAYMENT OF BILLS*

APPROVAL OF MINUTES*

RESOLUTIONS / CONSENT AGENDA RESOLUTIONS*

Resolution No. 77-2025 Authorizing a contract with CGP&H, LLC in an amount not to exceed \$8,000.00 for the preparation of a FY 2025 Certified Local Government Grant application.

Resolution No. 78-2025* Authorizing Change Order No. 1 with Think Pavers Hardscaping, LLC for an increase in the amount of \$5,106.37, to a contract total of \$165,067.37, in connection with the Phase V: East Broad Street Sidewalk Improvements Project.

Resolution No. 79-2025* Authorizing the refund of overpayment of 2025 taxes on Block 199, Lot 1, in the amount of \$1,623.75 due to duplicate payment.

Resolution No. 80-2025 Authorizing a contract with Habitat for Humanity of South-Central New Jersey in an amount not to exceed \$35,000.00, in connection with the preservation and rehabilitation of properties in the New London NPP District.

Resolution No. 81-2025* Authorizing the settlement of a Tax Appeal with Rite Aid Corporation, Block 165, Lot 3; and further authorizing the refund of overpayment of taxes in the amount of \$12,762.00 consistent with the Settlement Agreement.

Resolution No. 82-2025 Authorizing an agreement for Payment in Lieu of Taxes for an Affordable Housing Rental Development Project located at Block 121, Lot.

Resolution No. 83-2025 Granting the floodplain variance application of the Applicant for the property located at 205 Green Street.

Resolution No. 84-2025* Appointing Corey Towner as Fire Official for the City of Burlington effective March 1, 2025.

Resolution No. 85-2025 Authorizing Change Order No. 3 with Earle Asphalt Co. for a decrease in the amount of \$14,753.00, to a contract total of \$231,122.53, in connection with the Stacy Street Parking Lot – Phase 1 Improvements Project.

Resolution No. 86-2025 Authorizing the submission of a grant application and the execution of a grant agreement with NJDEP to fund the preparation of design guidelines for residents to use when renovating historic structures.

COUNCIL COMMENTS

MOTION TO OPEN COUNCIL COMMENTS: 1. _____ 2. _____

MOTION TO CLOSE COUNCIL COMMENTS: 1. _____ 2. _____

ADJOURNMENT 1. _____ 2. _____

RESOLUTION NO. 77-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE HIRING OF CGP&H, LLC, TO PREPARE A FFY 2025 - CERTIFIED LOCAL GOVERNMENT GRANT (CLG) GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) FOR A FEE NOT TO EXCEED EIGHT-THOUSAND DOLLARS (\$8,000.00)

WHEREAS, the Chairman of the City's Historic Preservation Commission (HPC) has recommended to City Council that there is a need to inform the public that many areas of the City are located in Federal, State or Municipal Historic districts and such designations require compliance with the US Secretary of the Interior's Standard on any modifications to the exteriors of such properties; and

WHEREAS, Chairman of the HPC further stated that many applications which come before the HPC are denied due to the lack of such an understanding of the above-referenced requirements by many residents and business owners; and

WHEREAS the Chairman of the HPC has recommended to the City Council that written and online informational tools are needed to inform the public of the US Secretary of the Interior's Standards which the HPC is required to enforce on applications for certain construction projects affecting properties in the City's historic districts; and

WHEREAS, the City Administration and the HPC have solicited proposals from firms who are experienced in preparing CLG grant applications; and

WHEREAS, CGP&H, LLC, has submitted a proposal to apply for said CLG grant application which is acceptable to the City Administration and HPC; and,

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Burlington does hereby authorize the hiring of CGP&H, LLC, to prepare said CLG application for a fee not to exceed Eight-Thousand Dollars (\$8,000.00); and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Burlington is hereby authorized to sign the agreement with CGP&H, LLC, and any other documents associated with the CLG application.

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RESOLUTION NO. 77-2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 78-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON APPROVING AND AUTHORIZING CHANGE ORDER NUMBER ONE WITH THINK PAVERS HARDSCAPING, LLC RELATED TO THE PHASE V: EAST BROAD STREET SIDEWALK IMPROVEMENTS PROJECT

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, it is the recommendation of the City Engineer that the Common Council of the City of Burlington authorize an amended agreement with Think Pavers Hardscaping, LLC in the form of Change Order No. 1, in connection with engineering services related to the Phase V: East Broad Street Sidewalk Improvements project representing the as-built quantities and additional work; and

WHEREAS, this Change Order No. 1 is an increase in the amount of \$5,106.37, making a revised total contract amount of \$165,067.37.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Burlington that the Mayor and Municipal Clerk are hereby authorized to execute a change order in a form acceptable to the City Solicitor, with Think Pavers Hardscaping, LLC for an increase in the amount of \$5,106.37, to a contract total of \$165,067.37, in connection with the Phase V: East Broad Street Sidewalk Improvements project.

 Dawn Bergner-Thompson, President
 Common Council

Attest:

 Cindy A. Crivaro, RMC
 Municipal Clerk

February 18, 2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 79-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON REFUNDING OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, an overpayment of 2025 taxes has occurred on the properties identified herein due to a duplicate payment.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Burlington hereby authorizes the Chief Financial Officer to issue a refund check for 2025 taxes as follows:

<u>Block</u>	<u>Lot</u>	<u>Property Owner</u>	<u>Amount</u>
199	1	SJK Properties, LLC	\$1,623.75

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 80-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING A CONTRACT WITH HABITAT FOR HUMANITY OF SOUTH-CENTRAL NEW JERSEY IN AN AMOUNT NOT TO EXCEED \$35,000 FOR THE FOR THE PRESERVATION AND REHABILITATION OF PROPERTIES IN THE NEW LONDON NPP DISTRICT

WHEREAS, the City of Burlington applied for a 2024 Neighborhood Preservation Program (“NPP”) \$125,000 grant from the State of New Jersey, Department of Community Affairs (NJCA) to fund certain activities in the New London NPP district including the preservation and rehabilitation of properties and

WHEREAS, the City of Burlington has committed \$20,000 in funding from the City’s Affordable Housing Trust Fund (AHTF) to meet the NJCA’s matching requirement for the above-referenced \$125,000 NPP grant; and

WHEREAS, consistent with the terms of the aforementioned grant, the City approved Resolution 119-2024 appropriating \$15,000 in NPP funds and \$20,000 in AHTF funds for housing activities in the New London NPP district; and

WHEREAS, consistent with the terms of the aforementioned grant, the City wishes to enter into a Memorandum of Understanding (hereinafter referred to as “MOU”) in 2023 with Habitat for Humanity of South Central New Jersey, whose address is 530 Route 38 East, Maple Shade NJ (Hereinafter referred to as “HFHSCNJ”) for the purpose of engaging HFHSCNJ to perform certain rehabilitation projects in the New London NPP district; and

WHEREAS, consistent with the terms of the aforementioned grant, HFHSCNJ previously provided the requested services to rehabilitate the eligible properties identified by the City in a manner which is satisfactory to the City of Burlington; and

WHEREAS, the City and HFHSCNJ agree and acknowledge that the services described herein are professional services and/or are extraordinary, unspecifiable services (as that term is defined by the Public Contracts Law, N.J.S.A. 40A:11-1, et seq.) such that it is impractical to obtain quotes or bids for the type and quality of services to be provided or to specify the various knowledge, experience, skills and community contacts necessary to perform the services described herein. In addition, the source of the funding for this contract is the State Neighborhood Preservation Program Grant funding, such that the terms and conditions of the grant and the services to be provided are to be in conformance with the terms of the grant; and

WHEREAS, the contract term for the contract with HFHSCNJ is for a period of approximately seven months, commencing on March 1, 2025, through September 30, 2025, which is coterminous with the term of the State NPP grant; and

NOW, THEREFORE, BE IT RESOLVED;

RESOLUTION NO. 80-2025

1. That the City of Burlington does hereby authorize the utilization of the aforementioned grant funds as well as to approve the use of the funding from its Affordable Housing Trust Fund, consistent with the Spending Plan for the subject contract for services to be performed by HFHSCNJ; and
2. Consistent with the terms of the Grant Agreement from NJDCA, Council does further authorize the expenditure of funds pursuant to the terms of said agreement between the City of Burlington and the NJDCA, including any applicable provision of a local match share requirement for the specified ratio of local funds to State funding.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City are authorized to sign the MOU with HFHSCNJ and that they or their successors in said titles are authorized to sign the agreement and any other documents in connection therewith:

 Dawn Bergner-Thompson, President
 Common Council

Attest:

 Cindy A. Crivaro, RMC
 Municipal Clerk

February 18, 2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 81-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON APPROVING AND AUTHORIZING SETTLEMENT OF A TAX APPEAL AND AUTHORIZING A REFUND ACCORDINGLY

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, a State Court tax appeal was filed in the matter of Rite Aid Corporation #04789-03, as Tenant in a Parcel Owned by RAD Equities LLC % Rite Aid #04879 v. Burlington City, Docket No. 002927-2023; and

WHEREAS, the parties find it to be in their respective best interests to settle, resolve and compromise the claims; and

WHEREAS, as a result of the above, all controversies between the parties will be resolved; and

WHEREAS, the City is of the opinion that the settlement is in the best interests of the City and its residents.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Burlington that for the reasons set forth above that a settlement consistent with terms in the Settlement Agreement be and is hereby approved.

BE IT FURTHER RESOLVED that an overpayment of taxes for the property located at Block 165, Lot 3 in the amount of \$12,762.00 shall be refunded accordingly.

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RESOLUTION NO. 81-2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPALDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 82-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON APPROVING AND AUTHORIZING AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR AN AFFORDABLE HOUSING RENTAL DEVELOPMENT PROJECT LOCATED AT BLOCK 121, LOT 2 ON THE OFFICIAL TAX MAP OF THE CITY OF BURLINGTON

WHEREAS, the Sponsor is the contract purchaser of a site described as Block 121, Lot 2 as shown on the official assessment map of the City of Burlington, County of Burlington, and State of New Jersey and commonly known as Burlington Manor Apartments, located at 255 E. Pearl Street, Burlington City, New Jersey 08016 (the “Property”);

WHEREAS, the Sponsor proposes to rehabilitate one-hundred twenty-six (126) units of multifamily low-income housing consisting of one-hundred twenty-five (125) one-bedroom apartments and one (1) two-bedroom superintendent unit with other improvements and amenities in connection therewith (the “Project”);

WHEREAS, the Sponsor will receive financing for the Project from the New Jersey Housing and Mortgage Finance Agency (the “Agency”);

WHEREAS, the Municipality is authorized, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the “HMFA Law”), to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project’s owner agrees to pay to the City an annual charge for municipal services supplied to the Project;

WHEREAS, the City has determined in a Resolution of Need (Resolution 266-2023) by the City Council (the “Resolution”), adopted on December 25, 2023 that the Project meets an existing housing need;

WHEREAS, the City has agreed to grant an exemption to the Project for real estate taxes and the Sponsor has agreed to make payments to the City in lieu of real estate taxes; and

WHEREAS, the Sponsor and the City desire to enter into this Agreement to memorialize the Sponsor's exemption from real property taxes and its obligation to make payments in lieu of such real property taxes;

WHEREAS, pursuant to HMFA Requirements, the governing body of the City hereby determines that there is a need for this housing project in the City; and

WHEREAS, the Sponsor has presented to the City a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Burlington , that:

1. Council finds and determines that the proposed Project will meet or meets an existing housing need;

2. Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall rehabilitate, own and operate the Project;

3. Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Agency mortgage, the proposed Project, including both the land and improvements thereon, will be exempt from real property taxation as provided in HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the City in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit "A";

RESOLUTION NO. 82-2025

4. Council hereby authorizes and directs the Mayor of the City of Burlington to execute, on behalf of the City, an Agreement for Payments in Lieu of Taxes in substantially the form annexed hereto as Exhibit "A"; and

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
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BERGNER-THOMPSON						

EXHIBIT "A"

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AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (this “**Agreement**”) is made as of this 18th day of February, 2025 (the “**Effective Date**”) between **BURLINGTON MANOR PRESERVATION ASSOCIATES LLC**, a Delaware limited liability company (the “**Sponsor**”), having offices at 4 Denny Road, Wilmington, DE 19809, and its permitted assigns, and the the **CITY OF BURLINGTON** (the “**City**”), in the County of Burlington, State of New Jersey, having its offices at City Hall, 525 High Street, Burlington, New Jersey 08016 (the “**Municipality**” and together with the Sponsor, the “**Parties**”).

WITNESSETH:

WHEREAS, the Sponsor is the contract purchaser of a site described as Block 121, Lot 2 as shown on the official assessment map of the City of Burlington, County of Burlington, and State of New Jersey and commonly known as Burlington Manor Apartments, located at 255 E. Pearl Street, Burlington City, New Jersey 08016 and as more particularly described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, the Sponsor proposes to rehabilitate one-hundred twenty-six (126) units of multifamily low-income housing consisting of one-hundred twenty-five (125) one bedroom apartments and one (1) two bedroom superintendent unit with other improvements and amenities in connection therewith (the “**Project**”);

WHEREAS, the Sponsor will receive financing for the Project from the New Jersey Housing and Mortgage Finance Agency (the “**Agency**”);

WHEREAS, the Municipality is authorized, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the “**HMFA Law**”), to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project’s owner agrees to pay to the Municipality an annual charge for municipal services supplied to the Project;

WHEREAS, the Municipality has determined in a Resolution of Need (Resolution 266-2023) by the Mayor and Council of the Municipality (the “**Resolution**”), adopted on December 25, 2023 that the Project meets an existing housing need;

WHEREAS, the Municipality has agreed to grant an exemption to the Project for real estate taxes and the Sponsor has agreed to make payments to the Municipality in lieu of real estate taxes; and

WHEREAS, the Sponsor and the Municipality desire to enter into this Agreement to memorialize the Sponsor’s exemption from real property taxes and its obligation to make payments in lieu of such real property taxes.

NOW, THEREFORE, the Sponsor and the Municipality, in consideration of the mutual undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby covenant and agree as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the HMFA Law and the Resolution, and with the approval of the Agency, as required by the HMFA Law. This Agreement is subject to N.J.S.A. 55:14K-37 and shall be submitted to the Agency for review. Except as expressly set forth in Section 2 below to the contrary, any exemption from taxation pursuant to the provisions of N.J.S.A. 55:14K-37 shall not extend beyond the date on which the eligible loan made by the Agency on the Project is paid in full.

2. On the date (the "**Tax Exemption Commencement Date**") of the Sponsor's execution of a mortgage encumbering the Property and the Project with a permanent (not merely construction) mortgage lien in favor of the Agency (the "**Agency Mortgage**"), the land and improvements comprising the Property and the Project shall be exempt from all ad valorem real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. Subject to the next sentence, the exemption of the Property and the Project from ad valorem real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall apply until the earlier of (a) satisfaction and discharge of the Agency Mortgage or (b) the expiration of thirty (30) years from the Tax Exemption Commencement Date (such earlier event being the "**Tax Exemption Expiration Date**"). Notwithstanding the prior sentence as to the Tax Exemption Expiration Date, the Parties agree that, pursuant to N.J.S.A. 55:14K-37(c), the tax exemption granted pursuant to this Agreement shall continue, without any further action of the Parties, beyond the Tax Exemption Expiration Date and the Tax Exemption Expiration Date shall be automatically extended for so long as the Project remains subject to affordability controls pursuant to the rent and income limits established by the federal Low Income Housing Tax Credit program pursuant to Section 42 of the Internal Revenue Code, as amended.

If for any reason the land is determined not to be exempt from taxation, and if the Sponsor is required to pay both the Annual Service Charge and taxes on the land (the "**Land Taxes**") during any year after the Tax Exemption Commencement Date, then in such instances the Sponsor shall receive a credit against the Annual Service Charge equal to the Land Taxes paid by the Sponsor for the immediately preceding calendar year ("**Land Tax Credit**"). The Land Tax Credit shall operate as a partial payment toward the Sponsor's Annual Service Charge obligation.

3. From the Effective Date until the Tax Exemption Commencement Date:

(a) the Sponsor shall make payment to the Municipality in an amount equal to the amount currently payable on an annual basis (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the Property for the year preceding the recording of the Agency Mortgage); and

(b) the Municipality agrees that no assessment shall be made upon any improvements constructed in connection with the Project, whether by added/omitted assessment, revaluation, interim assessment or any other manner permitted by law.

4. (a) From the Tax Exemption Commencement Date until the Tax Exemption Expiration Date, the Sponsor shall pay to the Municipality an annual service charge in lieu of real estate taxes (the "**Annual Service Charge**") in an amount equal to the lesser of (a) Ten and One Half Percent (10.5%) of Project Revenues, as defined below and (b) the amount of ad valorem real estate taxes that would have been levied against the Property for the period of time in question.

(b) As used herein, “**Project Revenues**” means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, trash disposal, water supplied, and sewage charges, if any.

(c) The estimated amounts of the Annual Service Charge to be paid each year pursuant to this Agreement are set forth in Exhibit B attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit B and as part of the Sponsor’s application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of real estate taxes to be paid by the Sponsor shall be determined as set forth in this Agreement.

5. (a) Payments of the Annual Service Charge by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the tax collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon the lesser of 10.50% of Project Revenues of the previous quarter and the amount of ad valorem real estate taxes that would have been levied against the Property for the period of time in question.

(b) No later than three (3) months following the end of the Sponsor’s fiscal year for each year that this Agreement is in effect after the Tax Exemption Commencement Date, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the “**Audit**”), setting forth (i) the Project Revenues for the previous year and (ii) the total Annual Service Charge due to the Municipality, calculated at the lesser of Ten and One Half Percent (10.5%) of Project Revenues for the previous year and the amount of ad valorem real estate taxes that would have been levied against the Property for the period of time in question (the “**Audit Amount**”). The Sponsor simultaneously with the submission of the Audit shall pay the difference, if any, between (i) the Audit Amount and (ii) the quarterly payments in lieu of real estate taxes made by the Sponsor to the Municipality for the preceding year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(c) All payments pursuant to this Agreement shall be in lieu of taxes and, subject to the provisions of this Agreement, the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if such payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes any Audit Amount, it may apply to the Superior Court, Chancery Division, Burlington County for an accounting of the Project Revenues in accordance with this Agreement and HMFA Law. The Municipality must commence any such action to challenge an Audit Amount within six months of the receipt of the corresponding Audit.

(d) In the event of any delinquency in the payments required under this Agreement, the Municipality shall give notice of the delinquency to the Sponsor and the Agency in the manner set forth in Section 10(a) below and allow the Sponsor or Agency thirty (30) days to cure the delinquency prior to taking any legal action.

6. The tax exemption herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event after the Tax Exemption Expiration Date (as the same may be extended as set forth in Section 2 above).

7. (a) Notwithstanding anything to the contrary contained herein, the withdrawal, removal and/or replacement of the Sponsor's managing member(s) for cause in accordance with the operating agreement of the Sponsor (the "**Operating Agreement**") shall not require the consent of the Municipality and shall not constitute a default under this Agreement. If the investor member of the Sponsor exercises its right to remove a member thereof under the Operating Agreement, the Municipality shall not unreasonably withhold its consent to any substitute managing member proposed by the investor member, provided in no event shall Municipality's consent be required if the investor member or its affiliate decides to serve as the substitute managing member. The substitute managing member shall assume all of the rights and obligations of the removed managing member under this Agreement. In the event of a change in the organizational structure of the Sponsor pursuant to this Section 7(a), this Agreement shall be assigned to the Sponsor's successor without the Municipality's consent, but upon prior written notice to the Municipality and shall continue in full force and effect only if the successor entity assumes the Agency Mortgage and qualifies under HMFA Law or any successor thereto for the tax exemption provided by this Agreement. In no event may this Agreement be voluntarily terminated without notice to and consent of the Agency.

(b) The Project and the Property may be sold or transferred with the prior written consent of the Municipality, which consent shall not be unreasonably withheld, delayed or conditioned, subject to all statutory and regulatory requirements and conditions applicable to the Project. Sponsor agrees that the Municipality shall not be deemed unreasonable in refusing to consent to the sale or transfer of the Project if (a) the Sponsor is in material default under this Agreement or the HMFA Law, and such default has continued beyond any applicable cure period; (b) the Municipality reasonably believes that the risk of a breach of any covenant or agreement contained in this Agreement would be increased as a result of such sale or transfer; (c) the Municipality reasonably believes that the prospective transferee has insufficient experience or net worth to operate the Project in a manner satisfactory to the Municipality, or has willfully violated affordability or management covenants with the Municipality or other public agencies; or (d) the Municipality reasonably believes that such sale or transfer will result in the loss of the Project's exemption from real estate taxes, without satisfactory payment or arrangement therefor. No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Municipality and that obligates the transferee to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the Agency Mortgage. In the event of a sale, transfer or conveyance of the Project by the Sponsor with the Municipality's consent pursuant to this Section 7(b), this Agreement shall be assigned to the Sponsor's successor, and shall continue in full force and effect only if the successor entity assumes the Agency Mortgage and qualifies under the HMFA Law or any successor thereto for the tax exemption provided by this Agreement. In no event may this Agreement be voluntarily terminated without notice to and consent of the Agency.

8. The Sponsor reserves all rights pursuant to applicable laws of the State of New Jersey with respect to the Municipality's determination of the value of land and improvements within the Property, including the right to challenge the annual assessments through a tax appeal or other appropriate proceeding.

9. Notwithstanding anything to the contrary contained in this Agreement, the Sponsor may terminate this Agreement upon ninety (90) days prior written notice to the Municipality. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Property and the Project shall be assessed as omitted property in accordance with the law.

10. The Sponsor, and its successors and assigns, shall, upon request, permit duly authorized representatives of the Municipality to inspect and examine upon reasonable prior written notice (a) the Property, (b) the equipment, buildings and other facilities of the Project, and (c) all documents and papers relating to the Project. Any such inspection or examination shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor, or its successors and assigns.

11. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested or reputable overnight courier, addressed follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to Burlington Manor Preservation Associates LLC at 4 Denny Road, Wilmington, Delaware 19809, attention: Glenn Brooks, or to such other address as the Sponsor may hereafter designate in writing and a copy of such notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085. The Municipality shall also send copies of all notices to the Sponsor to the investor member of the Sponsor from and after delivery to the Municipality of notice of the identity and contact information of such investor member.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to Burlington City, City Hall, 525 High Street, Burlington, New Jersey 08016, attention: Municipal Clerk, or to such other address as the Municipality may designate in writing and a copy of such notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

12. In the event of a breach of this Agreement by either party or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, Burlington County to relief in such fashion as will tend to accomplish the purposes of the HMFA Law.

13. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto.

14. If any clause, sentence, subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

15. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

16. Subject to the terms of Agency financing, this Agreement may be assigned by the Sponsor to an affiliate of the Sponsor, provided that such affiliate develops the Project in accordance with the terms and conditions set forth in this Agreement.

17. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

18. This Agreement shall be subject to a Deed of Easement and Restrictive Covenant for extended low-income occupancy for the Project for a period of no less than 45 years in a form consistent with NJHMFA requirement for similar LIHTC projects which shall be provided to the City prior to the completion of the Project.

[CONTINUED ON NEXT PAGE]

MUNICIPALITY:

CITY OF BURLINGTON

ATTEST:

Cindy A. Crivaro, RMC City Clerk

By: _____
Mayor Barry W. Conaway

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by Barry W. Conaway, who acknowledged herself to be the Mayor of the City of Burlington.

Notary Public
Commission Expiration: _____

EXHIBIT "A"

EXHIBIT "B"

RESOLUTION NO. 83-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON APPROVING FLOODPLAIN VARIANCES FOR PROPERTY LOCATED AT 205 GREEN STREET

WHEREAS, Zubair Ali (“Applicant”) is the owner of a single-family home located at 205 Green Street in the City of Burlington (“Property”); and

WHEREAS, the Property is within a 100-year floodplain zone; and

WHEREAS, the Applicant has applied for floodplain variances pursuant to City Code Section 170-04, dated December 3, 2024 (“Application”); and

WHEREAS, the Applicant requests floodplain variances due to the stated hardships contained therein; and

WHEREAS, pursuant to City Code Section 170-04, a public hearing was held on January 21, 2025 with the presentation of William Harris, Director of the Department of Community Affairs and by the sworn testimony of Zubair Ali; and

WHEREAS, Mr. Harris indicated the Application met the definition of substantial improvements in that the cost of construction exceeds 50% of the assessed improved value of the Property and the Applicant provided architectural plans and the Application was deemed complete; and

WHEREAS, Zubair Ali testified. He indicated he was doing major renovations to the inside and outside of the single-family home at 205 Green Street and the estimated the cost of the work is \$65,000.00. He submitted a FEMA Application and architectural plans. He advised that the he would comply with the following mitigation techniques:

- The basement at the Property will be filled with clean fill dirt and graded;
- Engineered flood vents will be installed within the new crawl space area to reduce

hydrostatic pressure on the foundation wall system; and

- The second story AC condenser unit will be raised on a platform at or above the designed flood elevation of 13.8 feet.

WHEREAS, Allison Iannacone, the City's Certified Floodplain Manager, testified the Applicant needs the following variances: (a) the existing and proposed floodplain elevation is at 12 feet where 13 feet is required. Although this is an existing condition it does not conform to the municipal designed flood elevation; (b) the lowest proposed mechanical elevation is 12 feet where 13 feet is required; and (c) the proposed first floor elevation is 12 feet where 13.8 feet is required. The proposed construction does not conform to the NJ Climate Adjusted Flood Elevation. It was noted that the house at 205 Green Street was originally constructed in 1889; and

WHEREAS, Ms. Iannacone prepared a report dated January 16, 2025, regarding this matter and reviewed all of the Applicant's plans; and

WHEREAS, Ms. Iannacone is of the opinion the Applicant would suffer a hardship based upon the Property inasmuch as it would be impossible to raise the house to the floodplain elevations required without the house possibly collapsing due to its age; and

WHEREAS, Ms. Iannacone made the recommendation to the City Council that the Applicant has met the hardship requirements for the grant of the variances because he has attempted reasonable mitigation measures based upon the Property and did not want to risk the structural integrity of the building; and

WHEREAS, Ms. Iannacone and Mr. Ali also confirmed that if the variances are granted, he may be subject to increased flood insurance premiums; and

WHEREAS, City Council opened the hearing to the public and no members of the public made any comments; and

WHEREAS, upon motion duly made and seconded, City Council determined that there was substantial credible evidence in the record to grant the floodplain variance application based upon the hardships set forth in the Application as well as the testimony provided at the hearing.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Burlington hereby grants the floodplain variance Application of the Applicant for the property located at 205 Green Street, Burlington City, New Jersey pursuant to City Code Section 170-04 subject to the following: (1) the Applicant relocate all mechanicals to the first floor, (2) the basement shall be filled with clean fill dirt and graded, (3) the Applicant shall a submit pre-construction flood elevation certificate to determine the number and types of engineered flood vents which must be installed within the new crawl space area to reduce hydrostatic pressure on the foundation wall system to Ms. Iannacone and (4) the air conditioning condenser unit on the second floor shall be raised above the designed flood elevation of 13.8 feet.

 Dawn Bergner-Thompson, President
 Common Council

Attest:

 Cindy A. Crivaro, RMC
 Municipal Clerk

February 18, 2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 84-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON APPOINTING COREY TOWNER AS FIRE OFFICIAL

WHEREAS, the City of Burlington (the "City") is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, the City of Burlington is required to provide the services of a Fire Official to administer the City's fire prevention program pursuant to the Uniform Fire Safety Act, N.J.S.A. 52:24D-192 et seq. and New Jersey Regulations for Fire Code Enforcement; and

WHEREAS, there exists a vacancy in the City for Fire Official services; and

WHEREAS, the Common Council has determined that providing such services is in the best interest of the City to enforce life safety requirements for its residents and businesses which could cause substantial harm to the public; and

WHEREAS, the Common Council of the City of Burlington have determined that Corey Towner is qualified to be appointed as Fire Official.

NOW THEREFORE BE IT RESOLVED that Corey Towner is hereby appointed to the position of City Fire Official effective March 1, 2025; and

BE IT FURTHER RESOLVED by the Common Council of the City of Burlington that members of the Governing Body and the City Clerk are hereby authorized and directed to execute any additional documents as may be required to effectuate the provisions of this Resolution.

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RESOLUTION NO. 84-2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIIS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 85-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING CHANGE ORDER NO. 3 WITH EARLE ASPHALT CO. FOR THE IMPROVEMENTS TO STACY STREET PARKING LOT - PHASE 1

WHEREAS, the City of Burlington (the “City”) is organized as a Mayor-Council form of government pursuant to the Optional Municipal Charter Law, N.J.S.A. 40:69A; and

WHEREAS, Resolution No. **61-2024** authorized a contract with Earle Asphalt Co. in the amount of \$217,913.13 for the Improvements to Stacy Street Parking Lot – Phase 1; and

WHEREAS, Resolution No. **169-2024** authorized Change Order No. 1 in the amount of \$6,600.00 (increase) for a revised contract amount of \$224,513.13; and

WHEREAS, Resolution No. **240-2024** authorized Change Order No. 2 in the amount of \$21,362.40 (increase) for a revised contract amount of \$245,875.53; and

WHEREAS, since there is a need to revise the as-built quantities of the work completed, the agreement must be amended to decrease certain line items in the amount of \$14,753.00; and

WHEREAS, this Change Order No. 3 is a decrease in the amount of \$14,753.00, making a revised total contract amount of \$231,122.53.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Burlington that the Mayor and Municipal Clerk are hereby authorized to execute a change order in a form acceptable to the City Solicitor, with Earle Asphalt Co. for a decrease in the amount of \$14,753.00, to a contract total of \$231,122.53, in connection with the Improvements to Stacy Street Parking Lot – Phase 1.

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RESOLUTION NO. 85-2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RIJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						

RESOLUTION NO. 86-2025 OF THE COMMON COUNCIL OF THE CITY OF BURLINGTON AUTHORIZING THE SUBMISSION OF A 2025 - CERTIFIED LOCAL GOVERNMENT GRANT (CLG) GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP)

WHEREAS, the Common Council of the City of Burlington, Burlington County, New Jersey desires to further public interest by obtaining a 2025 NJDEP Certified Local Government (CLG) grant from the State of New Jersey in the amount of approximately \$50,000 to fund the following project: Preparation of design guidelines for residents to use when renovating historic structures.

NOW THEREFORE BE IT RESOLVED that Mayor Barry W. Conaway is authorized to make application for such a grant and, if awarded, to execute a grant agreement with the State of New Jersey for a grant in an amount not less than \$15,000 and not more than \$50,000 and to execute any amendments thereto which do not increase the Grantee's obligations.

AND BE IT FURTHER RESOLVED that the Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Certified as a true copy of the Resolution adopted by the Common Council
On this 18th day of February 2025.

Cindy A. Crivaro, RMC
City Clerk

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

Dawn Bergner-Thompson, President
Common Council

Attest:

Cindy A. Crivaro, RMC
Municipal Clerk

February 18, 2025

RESOLUTION NO. 86-2025

RECORD OF VOTE OF PASSAGE BY THE COMMON COUNCIL						
	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
BALLARD						
CHACHIS						
HUTTON						
RJS						
SPAULDING						
WOODARD						
BERGNER-THOMPSON						