

BOROUGH OF ROOSEVELT
33 N. Rochdale Ave, Roosevelt Borough, NJ 08555

DRAFT
COUNCIL MEETING AGENDA
DECEMBER 6, 2021 @ 7:00 P.M.

DUE TO THE CORONAVIRUS AND THE NEED FOR SOCIAL DISTANCING, THIS MEETING WILL ALSO BE HELD REMOTELY AND AVAILABLE TO THE PUBLIC IN A LIVE FEED. TO ACCESS THE MEETING PLEASE FOLLOW THE INSTRUCTIONS BELOW:

Join Zoom Meeting

<https://us02web.zoom.us/j/3251865085?pwd=L1RWNlhPYTZZZdUZ5R3piT0NZWHhuUT09>

Meeting ID: 325 186 5085; Passcode: 968068

One tap mobile

+16465588656,,3251865085#,,,,*968068# US (New York)

+13017158592,,3251865085#,,,,*968068# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York); +1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago); +1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma); +1 346 248 7799 US (Houston)

Standard protocols for Remote Meetings set forth in Resolution 20-108 adopted November 23, 2020:

- 1) Members of the public wishing to make a comment during a remote meeting shall be permitted to do so using the audio and/or video technology under which the remote meeting is being held.
- 2) Members of the public may also submit written comments to the Council, through the Borough Clerk, by either e-mail to clerk@rooseveltnj.us or written letter to Borough Clerk, Borough of Roosevelt, 33 North Rochdale Ave, P.O. Box 128, Roosevelt, NJ 08555. Written comments must be received at least 24 hours prior to the noticed start of the remote meeting in order to be included in the meeting.
- 3) Public comments shall be received and/or read into the record during times designated during the meeting for public participation.
- 4) The Council reserves the right to pass over duplicative written comments; however, each duplicative comment shall be noted for the record with the content summarized.
- 5) A member of the public wishing to speak during a remote meeting shall state their name and address for the record prior to making their comment.
- 6) Members of the public commenting during a remote meeting shall not act in any manner to disrupt the meeting. If such a member of the public becomes disruptive during the meeting, the individual chairing the meeting shall mute, or direct the muting of, the disruptive member and warn that any continued disruption may result in the member being prevented from speaking during the meeting or be removed from the remote meeting. Disruptive conduct includes, but is not limited to, sustained inappropriate behaviors such as shouting, interruption, and the use of profanity.
- 7) Any member who continues to be disruptive after receiving a warning may be muted while other members of the public are allowed to proceed with their comments. If time permits, the disruptive individual shall be allowed to speak after all other members of the public are provided an opportunity to comment. Should the individual remain disruptive, the individual may be muted or kept on mute for the remainder of the remote meeting or removed from the meeting.

TIME IN _____

Adequate notice of this meeting, as required by Chapter 231, P.L. 1975, has been provided by a public notice on January 25, 2021 which was posted on the Bulletin Board at the Roosevelt Post Office and in the Borough Hall. The notice was published in The Times and Asbury Park Press.

OATH OF OFFICE (Administered to Newly Elected Official)

Borough Council (1 Year Unexpired Term 12/31/22.....Constance Herrstrom

ROLL CALL

- Councilmember Robert Atwood
- Councilmember Louis Esakoff
- Councilmember Michael Hamilton
- Councilmember Constance Herrstrom
- Councilmember Steven Macher
- Councilmember Joseph Trammell
- Mayor Peggy Malkin

MAYOR’S REPORT

PUBLIC COMMENT (Agenda items only)

PRESENTATION:

- 1. RAP presenting gift to the Borough from Dave Teich

APPROVAL OF MINUTES:

- 1. Regular Meeting Minutes – November 1, 2021

CORRESPONDENCE:

- 1. Letter from Roosevelt First Aid Squad, Inc., dated November 20, 2021.

ORDINANCES:

SECOND READING

ORDINANCE 2021-06

AN ORDINANCE AMENDING SCHEDULE A OF CHAPTER Z: “ZONING” TO INCREASE, ELIMINATE, AND IMPLEMENT CERTAIN ADMINISTRATIVE FEES

M/Malkin opens the public hearing at _____

M/Malkin closes the public hearing at _____

RESOLUTIONS:

- Resolution 21-126 Payment of Bills for December 6, 2021
- Resolution 21-127 Approving a Shared Services Agreement with the County of Monmouth to Provide the iTAX Map/Collaboration Center System
- Resolution 21-128 Grant Agreement Between Borough of Roosevelt and the State of New Jersey By and for the Department of Environmental Protection

Grant Identifier: Ucf-2021-044

Resolution 21-129 Resolution Authorizing an Issue of Refunding Bonds of the Borough of Roosevelt, in the County of Monmouth, New Jersey and Providing for the Form, Maturities, Interest Rates and Other Details Thereof and for the Sale Thereof to the Monmouth County Improvement Authority

Resolution 21-130 Appointing Part-Time Public Works Employee

Resolution 21-131 Resolution Appointing Crossing Guard

REPORTS OF COMMITTEE CHAIRS:

Councilmember Atwood	Envi, Health & Safety
Councilmember Esakoff	Administration
Councilmember Hamilton	Finance
Councilmember Herrstrom	Community Dev/Code
Councilmember Macher	Public Works
Councilmember Trammell	Utilities

REPORTS OF BOROUGH OFFICIALS:

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Use of Borough Microphones – December 9, 2021 for the RPS School Board Meeting
2. Use of Borough Hall – Tai Chi for 2022 on the following days:
 - a. Mondays from 11am – 12pm
 - b. Wednesdays from 9am – 11am
 - c. Thursdays from 6pm – 7:30pm
3. Use of Borough Hall – RAP Open Mic Night on January 15, 2022 from 8pm – 10pm.
4. Municipal Aid Fiscal 2022 Improvements to Tamara Drive between Pine Drive & S. Rochdale Avenue – Project Length

PUBLIC COMMENT: (Any item)

M/Malkin opens the public comment at _____

M/Malkin closes the public comment at _____

CLOSED SESSION:

Resolution 21-132 Providing for a Private Executive Meeting that Excludes the Public
 Time In: _____ Time Out: _____

ADJOURNMENT

TIME OUT _____



Roosevelt First Aid Squad, Inc.

33 North Rochdale Avenue
PO Box 274
Roosevelt, New Jersey 08555

November 20, 2021

via email

Honorable Peggy Malkin, Mayor
And The Borough Council of
Roosevelt New Jersey
Borough Hall
Rochdale Avenue
Roosevelt, New Jersey 08555

Dear Ms. Mayor and members of the Borough Council:

The Roosevelt First Aid Squad would like you to know that we are still here, able and willing to assist and support our neighbors. As you may have seen, we showed our support once again, by strategically positioning our ambulances on Halloween with lights flashing, as we have done every year in the past, encouraging drivers on 571 to slow down and protect our children. We know that many residents appreciate our effort and understand its limits. Unfortunately, even though you have excluded the Roosevelt First Aid Squad from responding to First Aid calls, we are still willing to do so without cost to Borough or charging the residents. We think it is clear that we still can contribute to the effort.

In order to gauge the resident's support, the RFAS recently sent out a straw poll letter. We wanted to find out if the residents wanted us to be part of the Borough's EMS solution. Our poll asked a simple question: Do you want the Roosevelt First Aid Squad to be a part of our community and respond to First Aid calls? After reviewing the results, we were quite astounded. We were hoping for a majority YES response. If we got better than 75% YES, we would be ecstatic. In fact, the results (which are still coming in), as of 11/16, were 75 YES and 3 NO, or 96% of those responding said they wanted the RFAS as part of the solution.

The RFAS is hoping that you will agree, as many residents do, that the Borough has a very distinct and unique personality of its own and that we are not just an appendage of Millstone. Our poll results are saying the residents want to have an active Roosevelt First Aid Squad. We are looking forward to assisting the Council with an EMS plan that will allow us to contribute. Let us know and when we can meet and discuss a plan that includes our participation.

Very truly yours,

Neil Marko
Roosevelt First Aid Squad

cc: Roosevelt Borough Bulletin

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**ORDINANCE 2021-06
INTRODUCTION DATE: 10-18-2021
PUBLIC HEARING DATE: 12-06-2021**

**AN ORDINANCE AMENDING SCHEDULE A OF CHAPTER Z: "ZONING" TO
INCREASE, ELIMINATE, AND IMPLEMENT CERTAIN ADMINISTRATIVE FEES**

C/_____ offered the following Ordinance and moved its introduction, which was seconded by C/_____.

WHEREAS, the Borough of Roosevelt (the "Borough"), as a municipal corporation, is empowered by the New Jersey Municipal Land Use Law to issue and administer certain land use approvals; and

WHEREAS, the Borough charges certain fees for the provision of municipal services and the administration of its duties under New Jersey law and the Borough Code; and

WHEREAS, from time-to-time, pursuant to its authority under New Jersey law, it is necessary for the Borough to amend certain administrative fees to reflect changed circumstances and/or the cost(s) to the Borough of administering the applicable service or regulation;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Roosevelt, County of Monmouth, State of New Jersey, as follows:

SECTION 1. Schedule A attached to Chapter Z: "Zoning" of the Borough Code of the Borough of Roosevelt is hereby amended as follows (~~stricken text~~ indicates deletions, underlined text indicates additions):

SCHEDULE A: NON-REFUNDABLE FEES

5. OTHER ZONING/PLANNING BOARD FEES

(a) List of Adjacent Property Owners	\$0.25/name or \$10, whichever is greater
(b) Publication of Notice of Decision (to be paid at time of application)	\$25
<u>(b) Zoning Permits – General</u>	<u>\$25</u>
<u>(c) Zoning Permits – New Buildings</u>	<u>\$25</u> \$50
(d) Fence Permits	\$10
(e) (d) Copy of Zoning Ordinance	\$75
(f) (e) Copy of Master Plan (text and B/W map)	\$75
(g) (f) Copy of Master Plan Map (24 inches by 36 inches)	\$25

BE IT FURTHER ORDAINED that should any section, paragraph, sentence, clause, or phase of this ordinance be declared unconstitutional or invalid for any reason, the remaining portion of this ordinance shall not be affected thereby and shall remain in full force and effect, and to that end the provisions of this ordinance are hereby declared to be severable; and

BE IT FURTHER ORDAINED that, after introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning/Zoning Board of the Borough of Roosevelt for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough's Mayor & Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate; and

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted ordinance by the Clerk with the Monmouth County Planning Board pursuant to N.J.S.A. 40:55D-16; and

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances inconsistent with this amending ordinance are hereby repealed to the extent of their inconsistencies only.

ATTEST:

APPROVED

Kathleen Hart, Borough Clerk

Peggy Malkin, Mayor

PUBLIC NOTICE

PLEASE TAKE NOTICE: Notice is hereby given that Ordinance 2021-06 was introduced at a meeting of the Mayor and Borough Council of the Borough of Roosevelt in the County of Monmouth and State of New Jersey on the 18th of October 2021 and was then read for the first time. This Ordinance was adopted by the Mayor and Council at Borough Hall on the ____ day of _____ 2021.
Kathleen Hart, Borough Clerk

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 21-126
MEETING DATE: 11-01-2021**

PAYMENT OF BILLS FOR DECEMBER 6, 2021

C/ _____ offered the following resolution and moved its adoption, which was second by C/ _____.

WHEREAS, the attached list of bills have been submitted to the Council for payment approval; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the payment of bills.

NOW, THEREFORE, BE IT RESOLVED that the bills on the attached bill list be paid.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk

December 2, 2021
01:55 PM

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Page No: 1

12-6-21 BILL LIST

P.O. Type: All
Range: First
Format: Condensed

to Last

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ALLO0003	ALLEN'S LAWN & TREE SERV, INC.								
		21-00623	11/12/21	CURBSIDE BRANCH PICKUP 2021	Open	1,100.00	0.00		
		21-00625	11/12/21	TREE REMOVAL AT BOROUGH HALL	Open	<u>2,600.00</u>	0.00		
						3,700.00			
BILYK005	BILYK, JOHN								
		21-00640	11/22/21	4/Q/2021 ANIMAL CONTROL SERV	Open	200.00	0.00		
BOARD005	BOARD OF FIRE COMMISSIONERS OF								
		21-00641	11/22/21	2021 FIRE SERVICES:4/Q/2021	Open	19,631.75	0.00		
BOROU005	BOROUGH OF HIGHTSTOWN								
		21-00632	11/17/21	LANDFILL TIPPING FEES:OCT 2021	Open	3,797.77	0.00		
		21-00642	11/23/21	SOLID WASTE CONTRACT:DEC 2021	Open	<u>5,796.38</u>	0.00		
						9,594.15			
CENTR005	CENTRAL JERSEY WASTE &								
		21-00038	01/15/21	2021 RECYCLING CONTRACT	Open	3,059.13	0.00		B
COMPL010	COMPLETE CARE MAINTENANCE, LLC								
		21-00657	12/02/21	NOV 2021 SERVICES	Open	400.00	0.00		
CORRP005	CORRPRO COMPANIES, INC.								
		21-00059	01/27/21	MAINT:WATER TANK 2021	Open	655.00	0.00		
CROSS005	CROSS OVER NETWORKS, LLC								
		21-00101	02/16/21	2021 TEAMVIEWER ANTI-VIRUS	Open	35.00	0.00		B
		21-00104	02/17/21	2021 IT SERVICES	Open	103.00	0.00		B
		21-00105	02/17/21	2021 EMAIL ARCHIVING	Open	115.00	0.00		B
		21-00551	10/12/21	2021 CLOUD BACKUP	Open	<u>66.00</u>	0.00		B
						319.00			
GANNE005	GANNETT NJ NEWSPAPERS								
		21-00633	11/18/21	OCT 2021 NOTICES	Open	238.50	0.00		
GEORG005	GEORGE S COYNE CHEMICAL CO INC								
		21-00133	02/23/21	SEWER-2021 SODIUM ALUMINATE	Open	1,556.20	0.00		B
JCPL0005	JCP & L								
		21-00638	11/22/21	OCT 2021 ELECTRIC SERVICE	Open	917.76	0.00		
KYOCE005	KYOCERA DOCUMENT SOLUTIONS AME								
		21-00650	12/01/21	KYOCERA COPIER PYMT 38 OF 60	Open	194.54	0.00		
NJDEP005	NJ DEPARTMENT OF HEALTH								
		21-00658	12/02/21	DOG REPORT:NOV 2021	Open	1.20	0.00		
ORKIN005	ORKIN PEST CONTROL SERVICE								
		21-00618	11/10/21	NOV 2021 PEST CONTROL	Open	43.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PARIS005	PARIS AUTOMOTIVE SUPPLY								
		21-00629	11/16/21	NEW BATTERY-FORD EXPEDITION	Open	120.91	0.00		
PEGER005	PEGER, KYLE d/b/a								
		21-00207	04/07/21	PUBLIC LAND MAINTENANCE:2021	Open	2,223.00	0.00		B
PETTY005	PETTY CASH								
		21-00615	11/10/21	REIMBURSE PETTY CASH	Open	15.98	0.00		
		21-00622	11/12/21	REIMBURSE PETTY CASH	Open	22.34	0.00		
		21-00624	11/12/21	REIMBURSE PETTY CASH	Open	28.99	0.00		
		21-00626	11/12/21	REIMBURSE PETTY CASH	Open	60.71	0.00		
		21-00637	11/22/21	REIMBURSE PETTY CASH	Open	80.00	0.00		
		21-00645	12/01/21	REIMBURSE PETTY CASH	Open	74.80	0.00		
						<u>282.82</u>			
PSEGC005	PSE & G CO.								
		21-00616	11/10/21	OCT 2021 GAS SERVICE	Open	140.63	0.00		
READY005	READY REFRESH BY NESTLE								
		21-00646	12/01/21	WATER+RENTAL:DELIVERY 10/12/21	Open	59.46	0.00		
RIOSU005	RIO SUPPLY, INC.								
		21-00627	11/15/21	WATER METERS (13)	Open	4,043.00	0.00		
ROBER005	ROBERTS ENGINEERING GROUP, LLC								
		19-00076	01/30/19	WATER MAIN-HOMESTEAD, ELM, CEDAR	Open	480.50	0.00		B
		20-00463	07/30/20	ROAD IMPROV:FARM & SCHOOL	Open	501.50	0.00		B
		20-00464	07/30/20	WATER MAIN REPL-FARM & SCHOOL	Open	1,463.00	0.00		B
		21-00426	08/05/21	FY2022 SAFE ROUTES GRANT APPL	Open	881.50	0.00		B
		21-00631	11/17/21	T-MOBILE-PB REVIEW-9/20-10/15	Open	2,657.50	0.00		
		21-00652	12/02/21	SEWER MAIN CLEANING/TELEVISION	Open	101.25	0.00		
		21-00653	12/02/21	ESTIMATE COSTS-PINE DR WMR	Open	860.00	0.00		
		21-00654	12/02/21	PSEG CONSTRUCTION NOTIFICATION	Open	206.50	0.00		
		21-00655	12/02/21	ATTEND 10/18/21 COUNCIL MTG	Open	425.00	0.00		
						<u>7,576.75</u>			
ROOSE025	ROOSEVELT ARTS PROJECT								
		21-00621	11/12/21	CLEAN COMM-LITTER PICKUP	Open	350.00	0.00		
ROOSE005	ROOSEVELT BOARD OF EDUCATION								
		21-00639	11/22/21	DEC 2021 SCHOOL TAXES	Open	146,004.00	0.00		
ROOSE020	ROOSEVELT PUBLIC SCHOOL								
		21-00620	11/12/21	CLEAN COMM-LITTER PICKUP	Open	350.00	0.00		
SOBEL005	SOBEL HAN & CANNON, LLP								
		21-00647	12/01/21	LEGAL SERVICES-JUL 2021	Open	2,662.28	0.00		
		21-00648	12/01/21	LEGAL SERVICES-AUG 2021	Open	2,500.00	0.00		
		21-00649	12/01/21	LEGAL SERVICES-SEP 2021	Open	2,508.70	0.00		
						<u>7,670.98</u>			
SUTPH005	SUTPHEN MEMORIAL, INC.								
		21-00032	01/14/21	2021 CEMETERY MANAGEMENT	Open	775.00	0.00		B

December 2, 2021
01:55 PM

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
THEH0010	THE HOME DEPOT	21-00644	11/30/21	HOLIDAY WREATH FOR BORO HALL	Open	34.98	0.00		
UNITE005	UNITED FIRE PROTECTION CORP.	21-00635	11/19/21	SEWER-SEMI-ANNUAL INSPECTION	Open	623.17	0.00		
VERIZ015	VERIZON	21-00643	11/23/21	PHONE/INTERNET-NOV 2021	Open	688.29	0.00		
WRNEU005	W.R. NEUMANN COMPANY, INC.	21-00092	02/10/21	WATER-2021 SODIUM HYPOCHLORITE	Open	225.65	0.00		B
WEBHA005	WEB HAULING & DISTRIBUTION, INC	21-00603	11/04/21	PUMP LAKE DR PUMP PIT 10/27/21	Open	233.13	0.00		
WEBOU005	WEB OUTBACK	21-00630	11/16/21	RESTROOM RENTAL-OCT 2021	Open	120.00	0.00		
Total Purchase Orders:		52	Total P.O. Line Items:		0	Total List Amount:	212,032.00	Total Void Amount:	0.00

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
	1-01	196,409.15	0.00	196,409.15	0.00	0.00	196,409.15
	1-09	<u>8,719.15</u>	<u>0.00</u>	<u>8,719.15</u>	<u>0.00</u>	<u>0.00</u>	<u>8,719.15</u>
Year Total:		205,128.30	0.00	205,128.30	0.00	0.00	205,128.30
	C-04	501.50	0.00	501.50	0.00	0.00	501.50
	C-08	<u>1,943.50</u>	<u>0.00</u>	<u>1,943.50</u>	<u>0.00</u>	<u>0.00</u>	<u>1,943.50</u>
Year Total:		2,445.00	0.00	2,445.00	0.00	0.00	2,445.00
	G-02	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00
	T-12	2,657.50	0.00	2,657.50	0.00	0.00	2,657.50
ANIMAL CONTROL	T-13	<u>1.20</u>	<u>0.00</u>	<u>1.20</u>	<u>0.00</u>	<u>0.00</u>	<u>1.20</u>
Year Total:		2,658.70	0.00	2,658.70	0.00	0.00	2,658.70
Total of All Funds:		<u>212,032.00</u>	<u>0.00</u>	<u>212,032.00</u>	<u>0.00</u>	<u>0.00</u>	<u>212,032.00</u>

RESOLUTION NO. 21-127
MEETING DATE: 12-06-2021

RESOLUTION APPROVING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH TO PROVIDE THE iTAX MAP/COLLABORATION CENTER SYSTEM

C/_____ offered the following resolution and moved its adoption, which was second by C/_____.

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq. authorizes a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to primary purposes of any of the participating local units; and

WHEREAS, in accordance with N.J.A.C. 18:23A-1.1, each municipality is to provide for the preparation of revisions to their tax map; and

WHEREAS, a County to Municipality shared services agreement would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities in Monmouth County; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipality costs and to provide for the most up to date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems; and

WHEREAS, the County of Monmouth has the facilities to provide the aforesaid services; and

WHEREAS, there are no costs for the municipality for the initial two (2) years of service, wherein during the initial two (2) years of the agreement, the County shall pay for the conversion and maintenance of all parcels within the municipality to a County/State digital standard; and

WHEREAS, once all municipalities who agreed to participate have been brought to the County/State digital standard, a per parcel annual maintenance cost shall be determined and presented to all municipalities for review and consideration; and

WHEREAS, the County will pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications within the County's IT facilities; and

WHEREAS, any and all additional costs of releases or future add-ons, will be mutually agreed upon by the municipalities; and

WHEREAS, the term of the Agreement shall be effective upon execution through December 31, 2025, unless sooner terminated or extended; and

WHEREAS, the County and the Borough will have the right to terminate the Agreement upon ninety (90) days written notice; and

WHEREAS, it is in the best interest of the Borough of Roosevelt to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Borough of Roosevelt hereby approves entry into the aforesaid Shared Services Agreement with the County of Monmouth consistent with the foregoing.

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are each hereby authorized to execute the Shared Services Agreement, for the County of Monmouth to provide the iTaxMap/Collaboration Center System, on behalf of the Borough.

BE IT FURTHER RESOLVED, that the Borough Clerk shall forward a certified copy of this Resolution to the following: Teri O'Connor, Monmouth County Administrator; Elizabeth Perez, Shared Service Coordinator; Borough of Roosevelt Tax Assessor; Borough of Roosevelt Chief Financial Officer and Borough of Roosevelt Treasurer.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk

**SHARED SERVICE AGREEMENT
FOR THE COUNTY OF MONMOUTH TO PROVIDE
THE iTaxMap/Collaboration Center SYSTEM**

THIS SHARED SERVICE AGREEMENT (the “Agreement”) is made this ___ day of _____, 20___ by and between the COUNTY OF MONMOUTH, a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and BOROUGH OF ROOSEVELT, in the County of Monmouth, a municipal corporation of the State of New Jersey, having its principal offices located at 33 N. Rochdale Ave, P.O. Box 128, Roosevelt, NJ 08555, (referred to as the “municipality”).

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, the Commissioners have approved the awarding of a contract for digital tax mapping in Resolution # 2021-0552; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined

editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

IT IS AGREED:

1. Grant of Sublicense. Monmouth hereby grants the municipality use of the Collaboration Center as provided by Civil Solutions, under the terms of this Agreement.

2. Costs.

(a) There are no costs for municipality for the initial two (2) years of the service. During the initial two (2) years of the agreement the County shall pay for the conversion and maintenance of all parcels within the municipality to a County/State digital standard.

(b) Once all municipalities who have agreed to participate have been brought to the County/State digital standard, a per parcel annual maintenance cost shall be determined and presented to all municipalities for review and consideration.

(c) The County shall pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications within the County's IT facilities.

(d) Any and all additional costs of releases or other future add-ons, will be mutually agreed upon by the municipalities.

3. Other Costs.

(a) The municipality will retain Civil Solutions directly to perform any customization, data conversion or future additional training and implementation services required by the municipality.

(b) The municipality will also provide the necessary personal computer(s), printer(s) and internet connection for the proper operation of iTaxMap/Collaboration Center System. For current operating requirements, see Exhibit "A" attached.

4. iTaxMap/Collaboration Center System access through Civil Solutions.

(a) Each participating municipality has access to the iTaxMap/Collaboration Center system

(b) Each municipality is entitled to two (2) named users accounts to access the Collaboration Center system, one of which shall be the municipal Assessor.

5. Maintenance and Support.

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Civil Solutions is responsible for maintenance and upgrades to the iTaxMap System.
- (b) Municipalities will have access to Civil Solutions' technical help and support services to assist questions regarding the iTaxMap System.
- (c) In the event of any major changes in the maintenance and support arrangements with iTaxMap System, all municipalities in good standing under this Agreement will receive prior and timely notification of such changes.

6. Copyright & Trademark Acknowledgement.

- (a) The iTaxMap System product is the exclusive property of Civil Solutions, a Division of ARH. Civil Solutions owns the title, copyright, and other intellectual property rights in web-based software. The iTaxMap System is licensed, not sold. The iTaxMap System is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by ARH, Civil Solutions retains all proprietary rights to the iTaxMap System.
- (b) The iTaxMap System may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Civil Solutions. The licensee, municipalities and other users shall not disassemble; decompile, or reverse engineer Civil Solutions products.

Copyright © 2021 Civil Solutions

All rights reserved.

7. Ownership of Images, Metadata, and Database Information.

- (a) Municipality is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All data, associated metadata and database information of the municipality remain the sole property of the municipality. Unless required by law, Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the municipality.

8. Term of Agreement.

This Agreement shall be effective through (December 31, 2025), unless sooner terminated or extended.

9. Termination of Agreement.

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days' notice, if the municipality fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Civil Solutions is terminated for any reason, Monmouth shall promptly notify all municipalities of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the municipality is terminated for any reason, upon the written request of the municipality, Monmouth shall, within sixty (60) days from the effective termination date, provide the municipality with a copy of all data and metadata stored within the iTaxMap System for the municipality ("municipality's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the municipality's data.

10. Dispute Resolution.

- (a) Monmouth agrees to continue providing the municipality access to the iTaxMap System web-based interface and all data during the pendency of a dispute.

11. Limitation of Liability/Indemnification.

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the municipality for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The municipality shall defend, indemnify and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the municipality, its officers, agents and employees.

12. Terms of Use and Notices.

In order to access the iTaxMap System, the municipality and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the municipality agrees to the terms of Exhibit "B".

13. Support Process.

The iTaxMap System Product Support process attached hereto as Exhibit "A" is incorporated herein.

14. Changes.

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure.

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

16. Choice of Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

17. Filing of Agreement.

Monmouth's Clerk of the Board shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

18. Authority to Execute Agreement.

Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. Counterparts.

This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

20. Notices.

Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Teri O'Connor, Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: elizabeth.perez@co.monmouth.nj.us
Fax:

To the Municipality:

Borough of Roosevelt
P.O. Box 128
Roosevelt, NJ 08555
Attn: Kathleen Hart, Borough Clerk
Email: clerk@rooseveltnj.us
Fax: 609-448-8716

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

Clerk of the Board

By: _____
Commissioner Director

Date: _____

ATTEST:

Kathleen Hart, Borough Clerk

By: _____
Title: Mayor

Date: _____

Exhibit "A"

END USER PC(s)

Support Services:

- *Civil Solutions Collaboration Center is a web-centric tool that allows users to:*
 - *Input change requests; upload attachments for documentation and support*
 - *Track work order status*
 - *View completed tax map products via direct link*
 - *View backup documentation, uploaded in original order, via direct link*
 - *Track all map change requests and responsible parties*
 - *Track dates submitted, changed and state approved*

Supported Browser Versions:

- The iTaxMap System is supported in the most recent and second most recent versions of Mozilla Firefox, Microsoft Edge and Google Chrome.
- They do not support Internet Explorer 9 and below.
- JavaScript needs to be enabled on your web browser.

Suggested System Specifications for Basic Browsing:

- PC with at least 2GB of RAM, or
- Modern tablet devices, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

Suggested System Specifications for Advanced or Professional Use:

- PC with at least 8GB of RAM, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

RESOLUTION NO. 21-128
MEETING DATE: 12-06-2021

**GRANT AGREEMENT BETWEEN BOROUGH OF ROOSEVELT AND THE STATE OF NEW
JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**
GRANT IDENTIFIER: UCF-2021-044
GOVERNING BODY RESOLUTION

C/ _____ offered the following resolution and moved its adoption, which was second by
C/ _____.

WHEREAS, the governing body of Borough of Roosevelt desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$8,515.00 to fund the following project: 2021 NJUCF Stewardship Grant-Resiliency Planning.

NOW, THEREFORE, BE IT RESOLVED, the governing body resolves that Peggy Malkin or the successor to the office of Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in the amount no less than \$0.00 and not more than \$8,515.00, and (c) to execute any amendments thereto which do not increase the Grantee's obligations.

BE IT FURTHER RESOLVED, the Mayor and Council authorizes and hereby agrees to match 20% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. Up to 100% of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).

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

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk

**RESOLUTION NO. 21-129
MEETING DATE: 12-06-2021**

**RESOLUTION AUTHORIZING AN ISSUE OF REFUNDING BONDS OF THE
BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY
AND PROVIDING FOR THE FORM, MATURITIES, INTEREST RATES AND OTHER
DETAILS THEREOF AND FOR THE SALE THEREOF TO THE MONMOUTH
COUNTY IMPROVEMENT AUTHORITY**

C/ _____ offered the following resolution and moved its adoption, which was second by C/ _____.

WHEREAS, the Borough of Roosevelt, in the County of Monmouth, New Jersey (the "Borough") has heretofore issued various series of bonds to finance and/or refinance various capital assets, including, inter alia, its \$1,825,000 General Improvement Refunding Bonds, Series 2011 dated December 29, 2011 (the "2011 Bonds"); and

WHEREAS, upon issuance, the Series 2011 Bonds were sold by the Borough to the Monmouth County Improvement Authority (the "MCIA") to secure payment of an allocable portion of the debt service on the MCIA's \$14,850,000 Governmental Pooled Loan Revenue Bonds, Series 2011B dated December 29, 2011 (the "2011 MCIA Bonds"); and

WHEREAS, by Refunding Bond Ordinance No. 2021-10 finally adopted on November 15, 2021 (the "Refunding Bond Ordinance"), the Borough Council of the Borough has heretofore authorized the issuance of not to exceed \$1,135,000 General Obligation Refunding Bonds of the Borough (the "Refunding Bonds") pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., in order to refund all or part of the 2011 Bonds; and

WHEREAS, the Borough now desires to authorize the issuance of the Refunding Bonds and to provide for the form, maturities, interest rates and other details thereof and for the sale thereof to the MCIA; and

WHEREAS, the Refunding Bonds so sold to the MCIA will secure payment of an allocable portion of the debt service on the MCIA's Governmental Pooled Loan Revenue Bonds, Series 2021B (the "2021 MCIA Bonds"); and

WHEREAS, the proceeds of the sale of the Refunding Bonds will be used to refund an allocable portion of the 2011 MCIA Bonds, thereby indirectly refunding all or part of the 2011 Bonds; and

WHEREAS, the Refunding Bonds will be issued in accordance with N.J.S.A. 40A:2-51(c), and therefore the consent of the New Jersey Local Finance Board is not required;

NOW, THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) that:

Section 1. General Obligation Refunding Bonds, in an amount not exceeding \$1,135,000 (the "Refunding Bonds"), of the Borough are hereby authorized to be issued and sold in order to refund all or part of the 2011 Bonds. The Chief Financial Officer shall determine the actual aggregate principal amount of the Refunding Bonds to be issued and, if less than all of the 2011 Bonds are to be refunded, the portion thereof to be refunded; provided, that such determinations shall be consistent with the Refunding Bond Ordinance and that the maturities, interest rates and terms of sale are in accordance with the provisions of N.J.S.A. 40A:2-51 and N.J.A.C. 5:30-2.5 (which does not require the approval of the Local Finance Board, provided certain conditions therein are satisfied).

Section 2. The Refunding Bonds shall be designated "General Obligation Refunding Bonds" and shall be numbered from one (1) consecutively upward with a prefix designating the series. The Refunding Bonds shall be dated the date of delivery of the Refunding Bonds and will be issued in fully registered form. The Refunding Bonds shall be issued in such principal amount (not exceeding \$1,135,000) as shall be determined by the Chief Financial Officer to be necessary to provide a deposit to one or more escrow funds in respect of the 2011 MCIA Bonds and/or the 2011 Bonds and to pay issuance expenses (including the Borough's allocable share of issuance expenses in respect of the 2021 MCIA Bonds). The Refunding Bonds shall mature on such dates and in such amounts, and shall bear interest at such rates, as shall be determined by the Chief Financial Officer and as required by the MCIA. The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, as shall be set forth in the MCIA's proposal for the purchase of the Bonds, the acceptance of which is authorized pursuant to Section 5 hereof.

Section 3. The Refunding Bonds shall be payable as to interest at the corporate trust office of U.S. Bank National Association, Edison, New Jersey. Unless otherwise determined by the Chief Financial Officer, interest shall be payable on the May 15 and November 15 prior to each June 1 and December 1 interest payment date, commencing May 15, 2022, in an amount equal to the interest accruing to each such June 1 and December 1, and payable as to principal at the corporate trust office of U.S. Bank National Association. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months.

Section 4. The Refunding Bonds shall be signed by the Mayor or Deputy Mayor and the Chief Financial Officer, by their manual or facsimile signatures, and the corporate seal of the Borough shall be affixed thereto, or imprinted or reproduced thereon, and shall be attested by the manual signature of the Clerk or Deputy Clerk.

Section 5. The Refunding Bonds are hereby sold and awarded to the MCIA at a price determined by the Chief Financial Officer pursuant to the terms of a Bond Purchase Agreement between the Borough and the MCIA (the "Bond Purchase Agreement"), in substantially the form presented to this meeting as Exhibit A attached hereto, with such changes as may be approved by the Chief Financial Officer and by the Authorized Officer (as hereinafter defined) executing

same, such approval to be conclusively evidenced by his or her execution thereof. The Mayor, Business Administrator and Chief Financial Officer, or any of them (each, an "Authorized Officer"), is hereby authorized on behalf of the Borough to execute the Bond Purchase Agreement and, if required, a Continuing Disclosure Agreement by and between the Borough and U.S. Bank National Association and/or one or more escrow deposit agreements in respect of the 2011 MCIA Bonds and/or the 2011 Bonds, each in such form as may be approved by the Authorized Officer executing same, such approval to be conclusively evidenced by his or her execution thereof.

Section 6. The Refunding Bonds and the registration provisions endorsed thereon shall be in substantially the following form, with such changes as may be approved by the Authorized Officers executing same, such approval to be conclusively evidenced by their execution thereof:

No. _____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH**

**BOROUGH OF ROOSEVELT
GENERAL OBLIGATION REFUNDING BOND**

DATE OF
ORIGINAL
ISSUE: December __, 2021

The Borough of Roosevelt, in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

**THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY (the "Authority")
c/o U.S. BANK NATIONAL ASSOCIATION
(the "Trustee")**

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing May 15, 2022, in an amount equal to the interest accruing to each such June 1 and December 1. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on November 4, 2021 (as the same may be supplemented and amended, the "Bond Resolution").

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) three percent above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (ii) the maximum interest rate allowed by law.

[The Bonds maturing on or prior to December 1, 20__ are not subject to redemption prior to their stated maturities. The Bonds maturing on or after December 1, 20__ are subject to redemption at the option of the Borough on or after December 1, 20__ upon notice as described in a bond resolution adopted by the Authority on May 6, 2021, either in whole or in part by lot within a single maturity from maturities selected by the Borough, on any date, at a redemption price equal to 100% of the principal amount thereof (the “Redemption Price”), plus in each case accrued interest to the date fixed for redemption.]

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the Borough of Roosevelt adopted on December 6, 2021 and entitled “RESOLUTION AUTHORIZING AN ISSUE OF REFUNDING BONDS OF THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY AND PROVIDING FOR THE FORM, MATURITIES, INTEREST RATES AND OTHER DETAILS THEREOF AND FOR THE SALE THEREOF TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY”, and the refunding bond ordinance referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the Borough of Roosevelt are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Borough of Roosevelt, is within every debt and other limit prescribed by such Constitution or statutes.

The Borough of Roosevelt agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the Borough of Roosevelt and the Authority.

IN WITNESS WHEREOF, the BOROUGH OF ROOSEVELT, in the County of Monmouth, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Borough Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

BOROUGH OF ROOSEVELT

By: _____

ATTEST:

By: _____

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints _____ as Attorney to transfer this bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

BOROUGH OF ROOSEVELT

GENERAL OBLIGATION REFUNDING BOND

Schedule of Principal and Interest Payments

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Coupon</u>
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Section 7. Any Authorized Officer is hereby authorized and directed (a) to cause a copy of the written opinion with respect to the Refunding Bonds which is to be rendered by the firm of GluckWalrath LLP (complete except for omission of its date) to be printed or referred to on the Refunding Bonds, and at the time of the original delivery of payment for the Refunding Bonds and when such written opinion is rendered, to cause the Borough Clerk to certify to the truth and correctness of such copy of opinion by executing on each of said Refunding Bonds, by manual or facsimile signature, a certificate subjoined to each such copy, and to file a signed duplicate of such written opinion in such Clerk's office and at each place at which the Refunding Bonds are payable, (b) to cause the applicable CUSIP number (if any) assigned for each of said Refunding Bonds by the CUSIP Service Bureau of Standard & Poor's Corporation of New York, New York, to be printed on each of the Refunding Bonds, and (c) to cause, in the event that the Refunding Bonds shall qualify for issuance of any policy of municipal bond insurance at the option of the purchaser thereof, such legend or reference (if any) of such insurance to be printed (at the expense of such purchaser) on the Refunding Bonds.

Section 8. Upon the date of issue of the Refunding Bonds, being the date of delivery of the Refunding Bonds to the MCIA and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, any Authorized Officer is hereby authorized and directed as of said date of issue, to execute and deliver to said purchaser (a) an arbitrage certification with respect to the Refunding Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) an accompanying opinion of GluckWalrath LLP as of said date of issue with respect to said arbitrage certification for the purposes of said Section 148.

Section 9. The proceeds of the Refunding Bonds shall be applied in the amounts and for the purposes provided in Section 2 hereof.

Section 10. The Authorized Officers are hereby authorized and directed, as is the Borough Clerk, to execute all documents and certificates, necessary for the sale and delivery of said Refunding Bonds.

Section 11. This resolution shall take effect immediately.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk

EXHIBIT A – FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

December __, 2021

Borough of Roosevelt
Roosevelt, New Jersey

To Members:

The undersigned, The Monmouth County Improvement Authority (the “Authority”), offers to enter into the following Bond Purchase Agreement with you (the “Borrower”) which, upon your acceptance of this offer, will be binding upon you and upon the Authority. This offer is made subject to acceptance of this Bond Purchase Agreement by the Borrower on or before the date of Closing (as hereinafter defined), and, if not so accepted, will be subject to withdrawal by the Authority upon notice delivered to the Borrower at the address set forth above at any time prior to the acceptance hereof by the Borrower.

The Borrower acknowledges that the Authority is purchasing the bonds described below with the proceeds of the Authority’s Governmental Loan Revenue Bonds, Series 2021B (Monmouth County Guaranteed) (Roosevelt Project) (the “Authority Local Unit Bonds”) pursuant to a bond resolution of the Authority adopted November 4, 2021 (said bond resolution, together with any amendments and supplements thereto, is referred to herein as the “Local Unit Bond Resolution”). The Borrower further acknowledges that the Authority will execute a Contract of Purchase pursuant to which it will agree to sell its Governmental Pooled Loan Revenue Bonds, Series 2021B (the “Authority Pooled Bonds”) to the underwriters named therein (the “Underwriters”), the proceeds of which shall be used by the Authority to purchase the Authority Local Unit Bonds. The Authority Pooled Bonds are being issued under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “2021B Governmental Pooled Loan Revenue Bond Resolution” adopted by the Authority on November 4, 2021, as from time to time amended or supplemented in accordance with the terms thereof (the “Bond Resolution”). The Authority agrees to use its best efforts to issue and deliver its Authority Pooled Bonds no later than December __, 2021. The Borrower agrees to comply with the provisions of the Authority’s Bond Resolution as applicable to it.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and covenants set forth herein, the Authority hereby agrees to purchase from the Borrower, and the Borrower hereby agrees to sell to the Authority, \$_____ principal amount of the Borrower’s \$_____ general obligation refunding bonds (the “Borrower Bonds”), on the date on which the Authority initially issues its Authority Pooled Bonds. The Borrower Bonds shall be dated the date of Closing, shall mature not later than ten years from the date of Closing and shall bear interest at the interest rates per annum as shall be approved by an Authority representative and as shall be approved by the Borrower pursuant to the proceedings taken to authorize and issue such Borrower Bonds under the Local Bond Law of the State of New Jersey,

N.J.S.A. 40A:2-1, et seq. or other similar law, including, where applicable, the approval of the New Jersey Local Finance Board and under the Borrower's resolution, adopted June 16, 2021, as amended and supplemented (the approval by the Borrower of the principal amortization schedule and the interest rates per annum thereon shall be herein referred to as the "Details Resolution"; all other proceedings of the Borrower taken to authorize the Borrower Bonds shall be herein referred to as the "Local Proceedings").

2. The purchase price for the Borrower Bonds shall be equal to \$ _____ (representing the principal amount of the Borrower Bonds plus the original issue premium of \$ _____). The payment for and delivery of the Borrower Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery, herein called the "Closing," and as hereinafter further described in paragraph 7 hereof.

The Borrower hereby requests that its share of the costs of issuance of the Authority, \$ _____, including but not limited to the County guaranty premium and the underwriters' discount, be netted against the purchase price for the Borrower Bond.

The Borrower hereby further requests that the Authority apply the purchase price for the Borrower Bonds as follows:

(i) \$ _____ shall be transferred to _____, as Trustee (the "2011 Trustee") for the Authority's Governmental Pooled Loan Revenue Bonds, Series 2011B (the "2011 Authority Bonds"), for deposit to the Escrow Deposit Trust Fund (the "Escrow Deposit Trust Fund") established pursuant to the Escrow Deposit Trust Agreement, dated as of December 1, 2021, between the Authority and the 2011 Trustee (the "Escrow Agreement");

(ii) \$ _____ shall be transferred to the Borrower in accordance with wiring instructions provided by the Borrower prior to Closing.

The Borrower acknowledges that said deposit to the Escrow Deposit Trust Fund and the subsequent investment and application thereof in accordance with the Escrow Agreement will effect the refunding of a portion of 2011 Authority Bonds, maturing on January 15 in each of the years 2022 through 2031, inclusive (the "2011 Refunded Bonds"). The Borrower further acknowledges that the defeasance of the 2011 Refunded Bonds will directly benefit the Borrower by serving as a prepayment of the 2022 through 2031, inclusive, maturities of the Borrower's General Improvement Revenue Bonds, Series 2011, which are held by the 2011 Trustee as security for the repayment of a portion of the 2011 Authority Bonds.

3. The Borrower Bonds shall be as described in, and shall be issued and secured under, the Local Proceedings.

4. It shall be a condition (i) to the obligations of the Borrower to sell and to deliver the Borrower Bonds to the Authority, and (ii) to the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds, that the entire issue of Borrower Bonds to be sold pursuant to Paragraph 1 hereof shall be sold and delivered by the Borrower and purchased, accepted and paid for by the Authority at the Closing. The Authority

has pledged such Borrower Bonds, when issued, as security for the repayment of the Authority Local Unit Bonds.

5. By virtue of the execution of this Bond Purchase Agreement, the Borrower represents and warrants to, and agrees with, the Authority (and it shall be a condition of the obligation of the Authority to purchase and to accept delivery of the Borrower Bonds that the Borrower shall so represent and warrant as of the date of Closing) that:

(a) The Borrower was duly created and organized as a political subdivision of the State of New Jersey (the "State"), the Borrower is authorized to execute and deliver this Bond Purchase Agreement, to issue the Borrower Bonds, to adopt the Local Proceedings and the Details Resolution and to perform its respective obligations under such instruments and proceedings, the Borrower has the authority to levy *ad valorem* property taxes on all the taxable real property within the geographic area or jurisdiction of the Borrower to provide for the payments required under the Borrower Bonds, and the Borrower Bonds will constitute full faith and credit obligations of the Borrower;

(b) The officers of the Borrower are the duly qualified and presently acting officers of the Borrower;

(c) The Borrower has complied with the provisions of all laws of the State relating to the issuance of the Borrower Bonds and has full power and authority to issue the Borrower Bonds and to carry out and consummate all transactions contemplated to be performed by it pursuant to this Bond Purchase Agreement, the Borrower Bonds, the Local Proceedings and the Details Resolution, and any and all other agreements relating hereto and thereto;

(d) The Borrower will not take any action, or fail or omit to take any action (or to the extent it exercises control or direction, permit any action), with respect to the proceeds of the sale of the Borrower Bonds to the Authority (i) which would result in any of the Borrower Bonds becoming an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) which could adversely affect the exclusion from federal gross income of interest on the Borrower Bonds or the Authority Pooled Bonds pursuant to Section 103 of the Code;

(e) At the time of the Borrower's acceptance of this Bond Purchase Agreement and at all times subsequent thereto up to and including the date of the Closing, the financial and other information supplied by such Borrower to the Authority does not and will not contain any untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(f) The Borrower has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Borrower Bonds upon the terms set forth herein; (ii) the adoption, delivery and due performance of the Local Proceedings and, as of the date of Closing, the Details Resolution; and (iii) the execution, delivery and performance by the

Borrower of this Bond Purchase Agreement, the Borrower Bonds, an arbitrage certificate, and any and all other agreements and instruments that may be required to be executed, delivered and received by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by each of said documents and the Local Proceedings;

(g) Between the date of this Bond Purchase Agreement and the Closing, the Borrower will not, without advising the Authority, issue any bonds, notes or other obligations, other than the Borrower Bonds sold hereby;

(h) To the knowledge of any official of the Borrower, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of any official of the Borrower, threatened affecting the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings and, as of the date of Closing, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds;

(i) The execution, delivery and performance by the Borrower of the events and documents provided for in this Bond Purchase Agreement, the Local Proceedings, the Details Resolution, and the Borrower Bonds and compliance with the provisions hereof and thereof, will not violate any provision of any law of the State or any applicable judgment, order or regulation of any court or any public or governmental agency or authority of the State and will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties is or may be bound, nor will such action result in any violation of the Constitution or laws of the State relating to the establishment of the Borrower or its affairs, or any statute, order, rule or regulation of any court or of any federal, state or other regulatory agency or other governmental body having jurisdiction over the Borrower, and all consents, approvals, authorizations and orders of any governmental or regulatory agency, including but not limited to, the New Jersey Local Finance Board, which are required for the consummation of the transactions contemplated hereby have been obtained or will be obtained prior to the delivery of the Borrower Bonds, and are or will be in full force and effect;

(j) When delivered to and paid for by the Authority in accordance with the terms of this Bond Purchase Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights generally, the Borrower Bonds will be duly authorized, executed, authenticated (if applicable), issued and delivered by the Borrower, and will constitute legal, valid and binding obligations of the

Borrower enforceable in accordance with their terms and will be entitled to the benefit of the Local Proceedings and the Details Resolution;

(k) Any certificate which is executed on behalf of the Borrower by any authorized officer of the Borrower, or by any duly appointed agent of the Borrower, and delivered to the Authority shall be deemed to be a representation by the Borrower to the Authority as to the truth of the statements made therein;

(l) If, between the date of this Bond Purchase Agreement and the date of the Closing, an event occurs affecting the Borrower, of which any official of the Borrower has knowledge, which would cause the financial and other information supplied by the Borrower to contain an untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the Borrower shall notify the Authority, and, if in the reasonable opinion of the Authority, such event requires an amendment or supplement to such information, the Borrower will amend or supplement such information, at the expense of the Borrower, in a form and in a manner approved by the Authority; and

(m) All approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter, including but not limited to the New Jersey Local Finance Board, which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder have been obtained and are in full force and effect.

6. As a condition to the effectiveness of this Bond Purchase Agreement, the Borrower is required to deliver at or prior to the Closing: (A) an opinion of counsel, dated the date of the acceptance hereof and addressed to the County of Monmouth, New Jersey (the "County") and the Authority, to the effect that (i) the Borrower has the right and power to enter into and carry out its obligations under this Bond Purchase Agreement, (ii) the Borrower has duly authorized, executed and delivered this Bond Purchase Agreement, and (iii) this Bond Purchase Agreement is a valid and binding agreement of the Borrower enforceable in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, moratorium, debt adjustment, reorganization or other similar laws affecting creditors' rights generally, and (y) the availability of any particular remedy; and (B) certified copies of the Local Proceedings.

7. At or prior to 2:00 P.M., New York time, on December __, 2021, or at such earlier or later time on such date as may be mutually agreeable to the Authority and the Borrower, the Borrower will deliver the Borrower Bonds to the Authority in substantially the form provided in Exhibit A to this Bond Purchase Agreement, duly executed, and the Authority will accept delivery, at which time the Authority will, upon receiving the documents hereinafter mentioned, and, subject to the terms and conditions hereof, pay the purchase price for the Borrower Bonds as set forth in Paragraph 2 hereof. Delivery of the Borrower Bonds as provided above shall be at the offices of Bond Counsel to the Authority, or at such other place as shall have been mutually agreed upon by the Borrower and the Authority.

8. The Authority has entered into this Bond Purchase Agreement in reliance upon the accuracy of the representations and warranties of the Borrower contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Borrower of its obligations hereunder at or prior to the date of the Closing. Accordingly, the Authority's obligation under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds shall be subject to the performance by the Borrower of its obligations to be performed hereunder and under the documents and instruments described herein, at or prior to the Closing, and such obligation shall also be subject to the following conditions:

(a) The representations and warranties of the Borrower contained herein shall be true, complete and correct on the date of the acceptance hereof, and on and as of the date of the Closing with the same effect as if made on the date of the Closing;

(b) At the time of the Closing, the Local Proceedings and the Details Resolution shall be in full force and effect, and shall not have been rescinded, amended, modified or supplemented;

(c) On the date of the acceptance hereof, and on and as of the date of the Closing, there shall have been taken in connection with the issuance of the Borrower Bonds all such actions as shall, in the opinion of the Authority, Bond Counsel to the Authority, and Bond Counsel to the Borrower, be necessary and appropriate in connection with the transactions contemplated hereby;

(d) On and as of the date of Closing, (i) no Event of Default or condition, event or act which with notice or lapse of time or both shall result in an Event of Default shall have occurred and be continuing under the Bond Resolution or the Borrower Bonds and (ii) sufficient funds shall be available to the Authority in the Loan Fund under the Bond Resolution to purchase the Borrower Bonds;

(e) At or prior to the Closing, the Borrower shall have performed all of its obligations required under or specified in this Bond Purchase Agreement and under the Local Proceedings and the Details Resolution to be performed at or prior to the date of the Closing, and the Authority shall have received each of the following documents:

(1) A certified copy of the record of the Local Proceedings and the Details Resolution;

(2) An unqualified final approving opinion, dated the date of the Closing and addressed to the Borrower, the County, the Underwriters and the Authority, of Bond Counsel to the Borrower, which shall be a firm satisfactory to the Authority, to the effect that (a) the Local Proceedings and the Details Resolution have been validly adopted and are in full force and effect, (b) the Borrower Bonds are legal, valid and binding general obligations of the Borrower enforceable in accordance with their terms and the terms of the Local Proceedings and the Details Resolution and, unless paid from other sources, are payable from *ad valorem* taxes levied upon all the taxable property located within the jurisdiction of the Borrower, without limitation

as to rate or amount, and (c) the interest on the Borrower Bonds is excluded from gross income for federal income tax purposes and interest on the Borrower Bonds and any gain on the sale thereof is not includable as gross income under the New Jersey Gross Income Tax Act;

(3) An opinion or opinions, dated the date of the Closing and addressed to the Borrower, the County, the Underwriters and the Authority, of Bond Counsel to the Borrower, to the effect that (a) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower, (b) the Borrower Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, respectively, to the extent provided in such acts, and that it is not necessary in connection with the sale of the Borrower Bonds to the public to register the Borrower Bonds under the Securities Act of 1933, as amended, or to qualify the Local Proceedings or the Details Resolution under the Trust Indenture Act of 1939, as amended, (c) this Bond Purchase Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors' rights generally, and (d) nothing has come to such counsel's attention which would cause them to believe that the statements and information relating to the Borrower contained in the Official Statement under the captions "SECURITY FOR THE SERIES 2021B BONDS - Obligation of the Borrowers," "SUMMARY OF CERTAIN PROVISIONS OF THE BORROWER BONDS AND BOND PURCHASE AGREEMENTS - Obligation of the Borrowers," and "SECONDARY MARKET DISCLOSURE - Obligated Borrower Obligation to Provide Continuing Disclosure (except for the last paragraph)" and as of its date and the date of Closing, contained any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Such letter may state that it is solely for the benefit of the Authority, the Underwriters, the Borrower and the County.

(4) An opinion, dated the date of the Closing and addressed to the Borrower, the County, the Underwriters and the Authority, of counsel to the Borrower, to the effect that (A) there is no litigation pending or, to such counsel's knowledge, threatened against the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds; and (B) nothing has come to such counsel's attention which would cause him to believe that the statements and information relating to the Borrower contained in the Official Statement under the caption "LITIGATION-The Borrowers" and as of its date and the date of Closing, contained any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) A certificate or certificates, satisfactory in form and substance to the Authority and the County, of a duly authorized officer of the Borrower, dated as of the date of the Closing, to the effect that (i) each of the representations and warranties of the Borrower set forth in this Bond Purchase Agreement is true, accurate and complete as of the date of the Closing; (ii) the executed copies of this Bond Purchase Agreement and the certified copies of the Local Proceedings and the Details Resolution are true, correct and complete copies of such documents and have not been modified, amended, superseded or rescinded, and remain in full force and effect as of the date of the Closing; (iii) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower; (iv) this Bond Purchase Agreement and any and all other agreements and documents required to be executed and delivered by the Borrower in order to carry out, give effect to and consummate the transactions contemplated hereby have each been duly authorized, executed and delivered by or on behalf of the Borrower, and as of the date of the Closing, each is in full force and effect; (v) no litigation is pending or, to such authorized officer's knowledge, threatened to restrain or enjoin the issuance or sale of the Borrower Bonds or in any way contesting the validity or affecting the authority for the issuance of the Borrower Bonds, the authorization, execution or performance of the Local Proceedings, the Details Resolution, the Bond Purchase Agreement or the existence or powers of the Borrower; (vi) no further authorization, approval, consent or other order of any governmental authority or agency, or of any other entity or person (or persons) is required for the valid authorization, execution and delivery of the Borrower Bonds or the Local Proceedings, the Details Resolution, the Bond Purchase Agreement or any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement; (vii) the authorization, execution and delivery of the Borrower Bonds, the Local Proceedings, the Details Resolution, the Bond Purchase Agreement and any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement and the fulfillment of the terms and provisions of said agreements and instruments by the Borrower will not, to the best of his knowledge (a) conflict with, violate or result in a breach of any law any administrative order, regulation or decree applicable to the Borrower, or (b) conflict with, or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party, or by which it is bound or any order, rule or regulation applicable to the Borrower of any court or other governmental body; (viii) such officer has reviewed the Official Statement dated June 23, 2021 relating to the Authority Pooled Bonds (the "Official Statement"); (ix) to the best of such officer's knowledge, the information contained in the Official Statement relating to the Borrower is true and correct, and the Official Statement, solely with respect to the information relating to the Borrower, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (x) there are no facts known to such officer that the Borrower has failed to disclose to the County that, in such officer's opinion, individually or in the aggregate, materially adversely affect or will materially adversely affect the operations, affairs, properties, conditions (financial or otherwise) or prospects of the Borrower and (xi) no event has occurred and is continuing that constitutes or that with notice or the lapse of time or both would constitute a default under the Local Proceedings;

(6) An unqualified opinion of Bond Counsel to the Authority addressed to the Authority to the effect that the purchase of the Borrower Bonds by the Authority, the use of the proceeds thereof by the Borrower as represented by the Borrower to such Bond Counsel and the pledge of the Borrower Bonds under the Local Unit Bond Resolution complies in all respects with the Local Unit Bond Resolution and does not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Authority Pooled Bonds;

(7) An arbitrage certificate, in form and substance satisfactory to Bond Counsel to the Authority, executed by an authorized officer of the Borrower;

(8) A certificate, dated the date of the Closing, signed by official representatives of the Borrower (i) consenting to the use by the Underwriters in the Official Statement of the financial and other information relating to the Borrower and (ii) regarding the “deemed final” nature of certain information concerning the Borrower set forth in the Preliminary Official Statement, in accordance with Securities and Exchange Commission Rule 15c2-12;

(9) If the Authority shall determine that the Borrower is or will be an “obligated person” with respect to the Authority Pooled Bonds within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, an executed Continuing Disclosure Agreement in substantially the form appended hereto as Exhibit B; and

(10) Such additional legal opinions, certificates, instruments and other documents as the Authority or the County may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Borrower’s representations, warranties and covenants contained herein and the due performance or satisfaction by the Borrower, at or prior to the Closing, of all agreements then to be performed and all conditions then to be satisfied by the Borrower.

If the Borrower shall be unable to satisfy, after good faith efforts on its part, the conditions to the obligations of the Authority contained in this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds, or if the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall immediately terminate and neither the Authority nor the Borrower shall be under further obligation hereunder except as set forth in Section 9 hereof. No failure to purchase Borrower Bonds hereunder due to a failure to satisfy any condition precedent (whether or not within the control of the Borrower) shall give rise to any liability of the Authority to such Borrower.

9. The Authority shall be under no obligation to pay, and the Borrower shall pay (whether or not Borrower Bonds are purchased hereunder), all expenses incidental hereto and to the performance of the Borrower’s obligations hereunder, including but not limited to: (i) the cost of the preparation of the Local Proceedings and the Details Resolution; (ii) the cost of the preparation and printing of the Borrower Bonds; (iii) the fees and disbursements of Bond Counsel to the Borrower; (iv) the fees and disbursements of the Borrower’s counsel, financial advisor, independent auditor, and advisers, if any, and of any other experts or consultants

retained by the Borrower; (v) the fees and disbursements of any paying agent or bond registrar for the Borrower Bonds; (vi) the Borrower's proportionate share of (A) the Authority's Cost of Issuance (as defined in the Bond Resolution) to the extent not paid from proceeds of the Authority Pooled Bonds and (B) the ongoing fees that the Trustee, Paying Agent and Registrar under the Bond Resolution and the Local Unit Bond Resolution charge in connection with the Bond Resolution and the Local Unit Bond Resolution; (vii) the cost of preparing, mailing and delivering any financial or other information about the Borrower; (viii) any applicable taxes or fees for issuance and purchase of any Borrower Bonds or other related expenses; and (ix) all costs and expenses (including legal fees) in connection with the administration and enforcement of the Borrower Bonds, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution). The Borrower's proportionate share of the costs and fees referenced in clause (vi) (A) of the immediately preceding sentence shall be \$ _____; provided, however, that to the extent that the Borrower is solely responsible for the incurrence of any payments referenced in clause (vi)(B), the Borrower shall be obligated to make all such payments.

10. Any notice or other communication to be given to the Borrower under this Bond Purchase Agreement may be given by delivering the same in writing at the Borrower's address set forth above, and any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to The Monmouth County Improvement Authority, Hall of Records, 1 East Main Street, Freehold, New Jersey 07728, attention: Marion Masnick, Secretary.

11. This Bond Purchase Agreement is made solely for the benefit of the Borrower, the County and the Authority (including the successors or assigns of each), and no other person shall acquire or have any right hereunder by virtue hereof. All of the Borrower's representations, warranties and covenants contained in this Bond Purchase Agreement shall remain operative and in full force and effect subsequent to the delivery of and payment for the Borrower Bonds pursuant to this Bond Purchase Agreement.

12. This Bond Purchase Agreement shall not be amended nor shall any provision hereof be waived by either party hereto without the prior written consent of the Borrower, the County and the Authority.

13. This Bond Purchase Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

14. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof on behalf of the Borrower by such officer authorized by resolution to so execute it, shall be valid and enforceable as of the time of such acceptance and consent and shall remain in full force and effect until the Borrower Bonds shall have been fully paid in accordance with their terms and all payments due and owing pursuant to paragraph 9 hereof shall have been paid in full.

THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY

By: _____
William C. Barham
Chairman

Accepted:

This __ day of December 2021

Borough of Roosevelt, New Jersey:

By _____

Title _____

RESOLUTION NO. 21-130
MEETING DATE: 12-06-2021

RESOLUTION APPOINTING PART-TIME PUBLIC WORKS EMPLOYEE

C/_____ offered the following resolution and moved its adoption, which was second by C/_____.

WHEREAS, the Mayor and Borough Council finds that there is a need to hire a Part-Time Public Works Employee; and

WHEREAS, the Heriberto Ramirez is qualified and meets all the requirements and recommends the same be appointed at a salary of \$25.00 per hour on an as needed basis.

BE IT FURTHER RESOLVED that the appointment made hereby is effective immediately and is contingent on a clean background check and drivers abstract.

BE IT FURTHER RESOLVED that a copy of this resolution, certified by the Borough Clerk to be a true copy be forwarded to Heriberto Ramirez, Public Works Committee, Ana Debevec, Treasurer and George Lang, Chief Financial Officer.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk

*BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY*

**RESOLUTION NO. 21-131
MEETING DATE: 16-06-2021**

RESOLUTION APPOINTING CROSSING GUARD

C/_____ offered the following resolution and moved its adoption, which was second by C/_____.

WHEREAS, the Borough is need of a crossing guard; and

WHEREAS, Heidi Monteleone has offered to be a crossing guard at a rate of \$18.50 per hour effective November 29, 2021.

NOW, THEREFORE, BE IT RESOLVED that Heidi Monteleone will fulfil the crossing guard position in the Borough of Roosevelt.

ROLL CALL:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk

**RESOLUTION NO. 21-132
MEETING DATE: 12-06-2021**

**PROVIDING FOR A PRIVATE EXECUTIVE MEETING THAT
EXCLUDES THE PUBLIC**

C/ _____ offered the following Resolution and moved its adoption, which was second by C/ _____.

WHEREAS, the “Open Public Meetings Act” enacted October 21, 1975 permits a public body to exclude the public from meetings or portions thereof wherein matters are to be discussed which are exempted from the requirements of the Act; and

WHEREAS, the said Act requires that prior to the holding of a meeting or portion thereof from which the public shall be excluded, the public body should adopt a Resolution at a public meeting providing for the holding of a private meeting; and

WHEREAS, the Borough Council of The Borough of Roosevelt has determined that a meeting should be held from which the public should be excluded in order to discuss a subject which is exempted under the said Act;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council, as follows:

- That the next portion of this meeting be held in Private Session.
- That the general nature of the matter(s) to be discussed relate to the matters:
 - a. Potential Litigation – Green Acres Encroachment
- That no official action will be taken at the meeting but Minutes shall be kept and shall be available to the public after official action on the subject matter has been taken.
- It is anticipated the discussion conducted in closed session can be disclosed to the public after no further action is required in the matter.

ROLL CALL VOTE:

AYES:

NAYS:

ABSTAIN:

ABSENT:

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on December 6, 2021.

Kathleen Hart
Borough Clerk