

PLEASANTVILLE CITY COUNCIL

Work Meeting September 6, 2017

Council President Christmas called the meeting to order. He stated that this meeting has been duly advertised in the City newspapers in conformance with the Open Public Meetings Act, otherwise known as the Sunshine Law.

The following members of City Council were present: Swan, Cistrunk, Scott, Harmon, Ward, Allen and Christmas. Absent: None. Also present was Mayor Tweedle, City Administrator Linda Peyton, and City Solicitor Mike Coskey.

Mayor Tweedle sworn in the following Police Officers: Jamal N. Roy, Michael F. Mabkhouti, MacKenzie R. Hankins, Shamira Melendez and Carlos Collado. Class II Officer Keith J. Fane. Class III Officers Thomas Carberry, Jose L. Ruiz and Raymond W. Cox, Jr.

Chief Riggins congratulated all Officers and thanked the public for their help in the apprehension of a wanted suspect involved in a dirt bike incident on West Jersey Avenue.

On a motion by Councilman Swan, duly seconded by Councilman Harmon, the minutes from the meeting held on August 21, 2017 were approved, all voted in favor.

The City Clerk reviewed the following agenda items.

Ord.#14 Amending Chapter 235, Article I, of the City code entitled "Sewers and Sewage Disposal" in the City of Pleasantville. This is the second reading.

Res.#156 Authorizing the entry into a memorandum of understanding with the Boys & Girls Club of Atlantic City. The following provided a presentation on the Boys and Girls Club Homework Program before City Council: Dr. Michelle Carrera and Dr. Natalie Devonish of the Boys and Girls Club, Merydawilda Colon of Stockton University, and Deborah Washington, of the Recreation Center.

There was a discussion amongst Council regarding a survey and funding for Resolution #156.

Res.#157 Budget insertions into the 2017 Budget. Res.#158 Authorizing the certified amounts to be deemed as liens against properties cleaned by the City. Res.#159 Awarding the contract for the "Bike Improvements" to Ronald Janney Electrical Contractor, Inc.

Res.#160 Submit a grant application and execute a grant agreement with the NJ DOT for the Safe Streets to Transit Program. Res.#161 Submit a grant application and execute a grant agreement with the NJ DOT for the Transit Village Grant Program. Res.#162 Submit a grant application and execute a grant agreement with the NJDOT for the Bikeway Grant Program.

Res.#163 Submit a grant application and execute a grant agreement with the NJ DOT for the Bikeway Grant Program. Res.#164 Authorizing the City to amend the contract with Charles Maradino. Res.#165 Authorizing demolition liens against properties demolished by the City.

Res.#166 Determining the form and other details of its "note relating to the Construction financing trust loan program of NJ Environmental Infrastructure Trust" issued in the amount of \$3,200,000, providing the issuance and sale of such note and authorizing the execution and delivery of such note.

Res.#167 Authorizing the entry into and the execution of a redevelopment agreement with Spyglass at Pleasantville, LLC.

CF0 Barry Ludy presented a summary of the bill list.

Council President Christmas opened the public portion for discussion on the agenda items. There being no comments, the public portion was closed.

Councilman Harmon thanked Public Safety and the Recreation Center on a job well done on National Night and the Caribbean Carnival.

Mayor Tweedle mentioned the article he presented to The Press about the National Night Out.

President Christmas commended the City on how nice Main Street appears.

Council President Christmas opened the work session to the public for discussion on the agenda items.

Being no further business, on a motion by Councilman Harmon, duly seconded by Councilman Swan, the work meeting was adjourned.

Respectfully submitted,

Denise P. Scott,
Assistant Municipal Clerk

PLEASANTVILLE CITY COUNCIL

September 6, 2017

Minutes for the Regular Meeting of the City Council, City of Pleasantville, New Jersey held on September 6, 2017 6:30 p.m., with President Christmas presiding.

President Christmas stated that this meeting had been duly advertised in the city newspapers in conformance with the Open Public Meetings Act, otherwise known as the Sunshine Law.

President Christmas led the Invocation and Flag Salute.

The following members of Council were present: Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Absent: None. Also present were Mayor Jesse Tweedle, City Administrator, Marvin Hopkins and Solicitor, Fred Scerni.

On a motion of Councilman Christmas, duly seconded by Councilman Swan, minutes of the previous meeting held on August 21, 2017 was dispensed with. Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

The City Clerk reviewed the following agenda items.

On a motion Ordinance No. 14, entitled;

CITY OF PLEASANTVILLE ORDINANCE NO. 14-2017

"AN ORDINANCE AMENDING CHAPTER 235, ARTICLE I,
OF THE CITY CODE ENTITLED 'SEWERS AND SEWAGE DISPOSAL',
IN THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC,
STATE OF NEW JERSEY"

was read by title. The City Clerk reported that a copy of the Ordinance had been posted upon the Bulletin Board in the City Hall, and that copies of the Ordinance had been available for any person desiring the same. President Christmas declared that a hearing would now be granted to any person who desired to speak either for or against said Ordinance. No. 14 one wished to speak and President Christmas declared the hearing closed. On motion of Councilman Swan, duly seconded by Councilman Cistrunk, the ordinance was adopted upon second reading by the following vote of the Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

On a motion by Councilman Cistrunk, duly seconded by Councilman Allen, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE RESOLUTION NO. 156-2017

"A RESOLUTION AUTHORIZING THE ENTRY INTO
A MEMORANDUM OF UNDERSTANDING WITH THE
BOYS & GIRLS CLUB OF ATLANTIC CITY"

WHEREAS, the Boys & Girls Club of Atlantic City, Inc. (Boys & Girls Club) has submitted a proposal to the City of Pleasantville

to conduct an afterschool youth development program at the Pleasantville Public Library; and

WHEREAS, the Boys & Girls Club has received a verbal response that the application for funds has been approved; and

WHEREAS, the City Administrator has been authorized by the Mayor of the City of Pleasantville to enter a Memorandum of Understanding between the Boys & Girls Club and the City of Pleasantville; and

WHEREAS, the Parties have negotiated such Memorandum of Understanding, a copy of which is attached hereto; and

WHEREAS, the City Council of the City of Pleasantville wishes to authorize the execution of such Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pleasantville that the Mayor and the City Administrator are authorized to execute such Memorandum of Understanding.

Dated: September 6, 2017

On a motion by Councilman Swan, duly seconded by Councilman Scott, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 157-2017

"A RESOLUTION PROVIDING FOR BUDGET
INSERTIONS INTO THE 2017 BUDGET"

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for an equal amount:

SECTION I

NOW, THEREFORE, BE IT RESOLVED that the Treasurer of the City of Pleasantville, in the County of Atlantic, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertions of items of revenue in the budget of the year 2017 in the sum of \$15,342.00 which items are now available as revenues from:

Tarentino Community Policing Grant	\$	7,842.00
UEZ LSRP Engineering Grant SJP Bld.		7,500.00

SECTION II

BE IT FURTHER RESOLVED that a like sum of \$15,342.00 is hereby appropriated under the following caption:

Tarentino Community Policing Grant	\$	7,842.00
UEZ LSRP Engineering Grant SJP Bld.		7,500.00

Dated: September 6, 2017

On a motion by Councilman Cistrunk, duly seconded by Councilman Harmon, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 158-2017

"A RESOLUTION AUTHORIZING CERTIFIED AMOUNTS TO BE DEEMED AS LIENS AGAINST PROPERTIES CLEANED BY THE CITY"

WHEREAS, Chapter 102 of the Code of the City of Pleasantville provides for the cutting and removal of brush, weeds and debris from properties where the owner has failed to comply with a notice to remove same; and

WHEREAS, the Code Enforcement Department has certified to City Council the cost of cleaning many properties, at various times, a list of which is included; and

WHEREAS, City Council has examined this certified list and finds it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Pleasantville that the amounts in the following list are hereby charged as a lien and shall be added to and become part of the taxes to be collected upon each property:

BLOCK/LOT	ADDRESS	AMOUNT OF LIEN
356/28	525 Lafayette Avenue	653.40
278/7	110 E Reading Avenue	333.22
189/22	33 E Reading Avenue	347.82
239/21	33 E Park Avenue	514.03
110/60	519 Wesley Avenue	323.40
355/24	523 Shaw Avenue	408.11
48/16	619 S New Road	418.05
366/10	507 S Main Street	455.42
48/12	627 N New Road	379.53
49/11	709 Ohio Avenue	397.67
48/8.01	535 Noah's Road	533.39
369/20	607 New Jersey Avenue	156.35
296/20	28 Pacific Avenue	355.18
4/6	201 E Park Avenue	413.61

Dated: September 6, 2017

On a motion by Councilman Harmon, duly seconded by Councilman Scott, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 159-2017

"A RESOLUTION TO AWARD THE CONTRACT FOR THE "BIKE IMPROVEMENTS" TO RONALD JANNEY ELECTRICAL CONTRACTOR, INC."

WHEREAS, the Qualified Purchasing Agent, and City Engineer and City CFO received bids on August 24, 2017 for the installation of lights on a portion of the Bike Path that is in Pleasantville; and

WHEREAS, the following proposals were received:

Ronald Janney Electrical Contractor, Inc.	\$176,310.00
Diehl Electric, Inc.	\$198,232.10
Axios, Inc.	\$298,600.00

WHEREAS, the bids were reviewed by the City Engineer, City CFO and QPA who deemed Ronald Janney Electrical Contractor, Inc. as the lowest and most qualified.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Pleasantville that Ronald Janney Electrical Contractor, Inc is hereby awarded the contract for the "Bike Path Lighting Improvements" in the amount of in the amount of One Hundred Seventy-Six Thousand, Three Hundred Ten Dollars and Zero Cents (\$176,310.00); and_

BE IT FURTHER RESOLVED that Fund Certification has been issued by CFO and that the funds will be made available by the NJDOT Grant Fund.

Dated: September 6, 2017

On a motion by Councilman Swan, duly seconded by Councilman Allen, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 160-2017

"A RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE SAFE STREETS TO TRANSIT PROGRAM SST-2018-PLEASANTVILLE CITY-00008"

WHEREAS, the New Jersey Department of Transportation is accepting applications for the Municipal Aid Grant Program; and

WHEREAS, this program is available to all municipalities in the State of New Jersey; and

WHEREAS, this grant program does not require a local match; and

WHEREAS, the City of Pleasantville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, the Safe Streets to Transit Program may fund intersection improvements, new sidewalks, safety enhancements, pedestrian signals, traffic calming measures and ornamental lighting.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Pleasantville formally approves that grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as SST-2018-Pleasantville-0008 to the New Jersey Department of Transportation on behalf of the City of Pleasantville.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Pleasantville and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 6, 2017

On a motion by Councilman Harmon, duly seconded by Councilman Scott, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 161-2017

"A RESOLUTION TO SUBMIT A GRANT APPLICATION AND
EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT
OF TRANSPORTATION FOR THE TRANSIT VILLAGE GRANT PROGRAM
TV-2018-PLEASANTVILLE CITY-00005"

WHEREAS, the New Jersey Department of Transportation is accepting applications for the Transit Village Grant Program; and

WHEREAS, this program is available to municipalities that have received the Transit Village designation from the New Jersey Commissioner of Transportation; and

WHEREAS, this grant program does not require a local match; and

WHEREAS, eligible projects include pedestrian paths, way-finding signage, traffic calming measures, and traffic flow improvement/signal synchronization; and

WHEREAS, the City of Pleasantville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, the City is applying for funding through the Transit Village Grant Program.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Pleasantville formally approves that grant application for the Transit Village Grant Program.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as TV-2018-Pleasantville City-00005 to the New Jersey Department of Transportation on behalf of the City of Pleasantville.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Pleasantville and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 6, 2017

On a motion by Councilman Cistrunk, duly seconded by Councilman Allen, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 162-2017

"A RESOLUTION TO SUBMIT A GRANT APPLICATION
AND EXECUTE A GRANT AGREEMENT WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR THE BIKEWAY GRANT PROGRAM
BIKE-2018-PLEASANTVILLE-00006"

WHEREAS, the New Jersey Department of Transportation is accepting applications for the Bikeway Grant Program; and

WHEREAS, this program is available to all counties and municipalities in the State of New Jersey and the grant program does not require a local match; and

WHEREAS, the City of Pleasantville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Pleasantville formally approves a NJDOT grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as Bike-2018-Pleasantville-00006 to the New Jersey Department of Transportation on behalf of the City of Pleasantville.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Pleasantville and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 6, 2017

On a motion by Councilman Swan, duly seconded by Councilman Scott, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 163-2017

"A RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE
A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR THE MUNICIPAL AID PROGRAM
MA-2018-PLEASANTVILLE CITY-00044"

WHEREAS, the New Jersey Department of Transportation is accepting applications for the Municipal Aid Grant Program; and

WHEREAS, this program is available to all municipalities in the State of New Jersey; and

WHEREAS, this grant program does not require a local match; and

WHEREAS, the City of Pleasantville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Pleasantville formally approves that grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2018-Pleasantville-00044 to the New Jersey Department of Transportation on behalf of the City of Pleasantville.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Pleasantville and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Dated: September 6, 2017

On a motion by Councilman Swan, duly seconded by Councilman Harmon, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 164-2017

"A RESOLUTION AUTHORIZING THE CITY OF PLEASANTVILLE TO
AMEND THE CONTRACT WITH CHARLES MARANDINO"

WHEREAS, the City of Pleasantville and Charles Marandino, LLC ("Marandino") entered into a contract for the South Main Street Streetscape Improvement Project; and

WHEREAS, all amendments to the contract must be in writing and approved by City Council by resolution; and

WHEREAS, NJEDA revised its Administrative Manual on January 30, 2017; and

WHEREAS, both Parties agree that the contract is in need of amendment pursuant to NJEDA's recommendations; and

WHEREAS, neither Party disagrees with the recommendations of NJEDA; and

WHEREAS, additionally, Section 3.3 of the Contract stated that substantial completion of the project shall be achieved sixty (60) days after the Notice to Proceed was issued; and

WHEREAS, Both Parties agree that further time is needed to complete the project; and

WHEREAS, neither Party asserts any claims against the other for any delays with the completion of the project.

NOW, THEREFORE, BE IT RESOLVED, by City Council of the City of Pleasantville, County of Atlantic, and State of New Jersey as follows:

- 1) The Mayor, Business Administrator, and City Solicitor are hereby authorized to prepare the necessary documents to execute the amendment with Marandino to supplement the contract with Exhibit 5-6 of the NJEDA-CDBG-DR Administrative Manual.
- 2) The Mayor, Business Administrator, and City Solicitor are hereby authorized to prepare the necessary document to execute

the amendment with Marandino to extend time for completion of the contract to December 31, 2017.

Dated: September 6, 2017

On a motion by Councilman Cistrunk, duly seconded by Councilman Allen, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 165-2017

"A RESOLUTION TO AUTHORIZE DEMOLITION LIENS
AGAINST PROPERTIES DEMOLISHED BY THE CITY"

WHEREAS, the City of Pleasantville has demolished properties which have been determined to be a health and safety hazard; and

WHEREAS, the Building Department has certified to City Council the cost of demolishing many properties, at various times, a list of which is included; and

WHEREAS, City Council has examined this certified list and finds it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Pleasantville that the amounts in the following list are hereby charged as a demolition lien and shall be added to and become part of the taxes to be collected upon each property:

BLOCK/LOT	ADDRESS	AMOUNT OF LIEN
68/86	312 E Greenfield Avenue	\$ 8,641.75
113/3	618 Wesley Avenue	13,441.75
62/20	15 W Decatur Avenue	10,241.75
65/94	239 E Greenfield Avenue	9,741.75
65/32	219 E Greenfield Avenue	10,141.75
355/24	523 Shaw Avenue	9,641.75
268/12	147 Charles Avenue	17,154.05
178/198	823 Linden Avenue	11,041.75
47/26	811 Church Street	11,496.75
72/67	313 E Bayview Avenue	11,941.75
86/17	77 E Washington Avenue	16,741.05
93/15	16 Cambria Avenue	10,441.75

Dated: September 6, 2017

On a motion by Councilwoman Ward, duly seconded by Councilman Cistrunk, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 166-2017

"A RESOLUTION OF THE CITY OF PLEASANTVILLE, IN THE COUNTY OF ATLANTIC, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,200,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE CITY OF PLEASANTVILLE IN FAVOR OF THE NEW JERSEY

ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
CONSTRUCTION FINANCING TRUST LOAN PROGRAM”

WHEREAS, the City of Pleasantville (the "Local Unit"), in the County of Atlantic, New Jersey, has determined that there exists a need within the Local Unit for the Replacement of Various Sanitary Sewer Lines and related improvements to the Sanitary Sewer System (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the financing program (the "Environmental Infrastructure Financing Program") of the New Jersey Environmental Infrastructure Trust (the "Trust");

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

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the Trust with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the Trust the "Note Relating to the Construction Financing Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to \$3,200,000 (the "Note");

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

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

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

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance 6-2017 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE AUTHORIZING THE REPLACEMENT OF VARIOUS SANITARY SEWER LINES AND RELATED IMPROVEMENTS IN THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC, NEW JERSEY; APPROPRIATING THE SUM OF \$3,200,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$3,200,000 MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" and was finally adopted by the Local Unit at a meeting duly called and held on May 1, 2017, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

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

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

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

- (a) the principal amount of the Note to be issued shall be an amount up to \$3,200,000;
- (b) the maturity of the Note shall be determined by the Trust;

- (c) the interest rate of the Note shall be determined by the Trust;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "CFP-2017-__";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

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

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

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

Section 8. This resolution shall take effect immediately.

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

Dated: September 6, 2017

[Remainder of Page Intentionally Left Blank.]

EXHIBIT "A"

CITY OF PLEASANTVILLE, NEW JERSEY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING TRUST LOAN PROGRAM
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

\$ _____, 20__
CFP-__-__

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Interest**" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the Trust Portion of the Principal, _____%, and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the Trust: (i) on the Maturity Date;

or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

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

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

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

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

"**Project**" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the Trust is making the Loan to the Borrower.

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

"**State**" means the State of New Jersey.

"**Trust Bonds**" means the revenue bonds of the Trust to be issued, as part of the Anticipated Financing Program.

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

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the Trust:

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

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

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

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the Trust; (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amount due hereunder; and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower, or its duly authorized agent or assign, has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the Trust, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

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

SECTION 3. Covenants of the Borrower.

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

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

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the Trust, which consent may or may not be granted by the Trust in its sole discretion.

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

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

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

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

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

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The Trust shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the Trust of a Loan Disbursement Requisition, each such disbursement and the date thereof to be recorded by an Authorized Officer of the Trust on the table attached as Exhibit A hereto. The latest date upon which the Borrower may submit to the Trust a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the Trust for the sale of its bonds in connection with the Anticipated Financing Program. On the Maturity Date, the Borrower shall repay the Loan to the Trust in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. Any earnings accrued on the undrawn Trust Portion of the Principal of the Loan shall be credited against the Borrower's repayment obligations hereunder. The Borrower may prepay the Loan the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the Trust. Each payment made to the Trust shall be applied to the payment of, *first*, the Interest then due and payable, *second*, the Principal, *third*, the Administrative Fee, if obligations hereunder, in whole or in part, upon receipt of the prior written consent of an any, *fourth*, any late charges, and, *finally*, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the Trust later than the Maturity Date, a late fee shall be payable to the Trust in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

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

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be

observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

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

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Pleasantville, County of Atlantic, New Jersey, 94 Washington Street, Pleasantville, New Jersey 07030, Attention: Business Administrator; and to the Trust at the following address: New Jersey Environmental Infrastructure Trust, P.O. Box 440, Trenton, New Jersey 08625, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the Trust shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the Trust; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the Trust, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the Trust pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the Trust in its sole and absolute discretion.

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

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

CITY OF PLEASANTVILLE, NEW JERSEY

[SEAL]

By: _____
JESSE L. TWEEDLE, SR., Mayor

ATTEST:

By: _____
BARRY LUDY, Chief Financial Officer

DAVINNA KING-ALI, City Clerk

EXHIBIT A

Loan Disbursements

Date of Loan Disbursement	Amount of Loan Disbursement

On a motion by Councilman Cistrunk, duly seconded by Councilman Allen, the following resolution was approved by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Harmon, Ward, Allen, and Christmas. Nays; None.

CITY OF PLEASANTVILLE
RESOLUTION NO. 167-2017

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTVILLE, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, AUTHORIZING THE ENTRY INTO AND THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SPYGLASS AT PLEASANTVILLE, L.L.C."

WHEREAS, pursuant to Resolution No. 40-2017, the City Council of the City of Pleasantville designated SP#2, LLC, t/a SCARBOROUGH PROPERTIES, LLC as the Conditional Redeveloper for an approximately nine (9) acre portion of the Lakes Bay Waterfront Redevelopment Area, that portion being Block 255, Lot 1; and

WHEREAS, the Conditional Redeveloper has formed a single purpose entity, known as SPYGLASS AT PLEASANTVILLE LLC, to perform the actual development of the project, which single purpose entity is an urban renewal entity property formed pursuant to N.J.S.A. 40A:20-1 et. seq.; and

WHEREAS, pursuant to Resolution 139-2017, City Council has authorized the transfer of the designation of Conditional Redeveloper from SP#2 LLC t/a SCARBOROUGH PROPERTIES, LLC, to SPYGLASS AT PLEASANTVILLE, LLC; and

WHEREAS, pursuant to Resolution 140-2017, the City Council has authorized the sale of Block 255, Lot 1 located in the Lakes Bay Waterfront Redevelopment Area, (the "Project Site") to Spyglass at Pleasantville, LLC"; and

WHEREAS, the City of Pleasantville and Spyglass at Pleasantville, LLC (the "Parties") wish to set forth the rights and obligations of the Parties in furtherance of the redevelopment of the Project site, and have negotiated a Redevelopment Agreement to memorialize the terms and conditions in regard to redevelopment of the Project; and

WHEREAS, the Parties wish to enter into a Redevelopment Agreement in the form as substantially attached hereto and presented to Council for authorization to execute.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute a Redevelopment Agreement, in the form as substantially attached hereto, with SPYGLASS AT PLEASANTVILLE, LLC for the redevelopment of Block 255, Lot 1 in the Lakes Bay Waterfront Redevelopment Area.

Dated: September 6, 2017

On a motion by Councilman Scott, duly seconded by Councilman Allen, the approved bills were ordered paid by the following vote of Council: Ayes; Swan, Cistrunk, Scott, Allen, Harmon and Christmas. Nays; None

Council President Christmas declared the public portion opened.

Kim Pilgrim Davis of Absecon spoke on New Day Family Success Center in Galloway. They are open to the community and is located at 622 S. New York Avenue.

There being no other comments, the public portion was closed.

Mayor Tweedle announced the City's Wear Pink Day to be held on September 22.

Ms. Peyton thanked the presenters from the Boys and Girls Club for coming out tonight.

Councilman Allen welcomed the Boys and Girls Club and the new Officers.

Councilwoman Ward welcomed the Boys and Girls Club and Stockton.

Councilman Scott mentioned the passing of former Chief of Police Paul Moore and Senator Whelan.

Councilman Cistrunk asked for a moment of silence for Chief Moore and Senator Whelan.

Councilman Harmon thanked the Boys and Girls Club and Stockton.

Councilman Swan also thanked the Boys and Girls Club and Stockton.

President Christmas welcomed the Boys and Girls Club, Stockton and New Day Family Success Center.

Being no further business and on motion of Councilman Scott, duly seconded by Councilman Harmon, this meeting was adjourned.

Approved this 6th day of September 2017.

Jesse L. Tweedle, Sr., Mayor

ATTEST:

Davinna P. King-Ali
Municipal Clerk