

MEETING OF THE
MAYOR AND COUNCIL
TOWN OF HARRISON
HARRISON, NEW JERSEY 07029

FEBRUARY 3, 2026

AGENDA

MEETING

6:30 PM - CALL TO ORDER/SUNSHINE NOTICE

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES OF 01-20-2026

LEGAL

- A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH BLOCK A PARTNERS URBAN RENEWAL I LLC AND BLOCK B PARTNERS URBAN RENEWAL I, LLC FOR CERTAIN PROPERTY WITHIN THE WATERFRONT REDEVELOPMENT AREA

FINANCE

- A RESOLUTION OF THE MAYOR AND COUNCIL AUTHORIZING THE TOWN OF HARRISON TO TERMINATE PARTICIPATION IN THE NEW JERSEY STATE HEALTH BENEFITS PLAN
- A RESOLUTION OF THE MAYOR AND COUNCIL AUTHORIZING THE TOWN OF HARRISON TO JOIN THE NJ SOLUTIONS JOINT HEALTH INSURANCE FUND
- A RESOLUTION AUTHORIZING TO PROVIDE FOR TEMPORARY EMERGENCY APPROPRIATIONS TO THE 2026 MUNICIPAL OPERATING BUDGET
- A RESOLUTION AUTHORIZING TO PROVIDE FOR TEMPORARY EMERGENCY APPROPRIATIONS TO THE 2026 WATER AND SEWER UTILITY BUDGET
- A RESOLUTION AUTHORIZING TO PROVIDE FOR TEMPORARY EMERGENCY APPROPRIATIONS TO THE 2026 PARKING UTILITY BUDGET
- A RESOLUTION FOR PAYMENT OF BILLS AND PAYROLLS

PUBLIC COMMENT

ADJOURN

TOWN OF HARRISON

Meeting Date: 02/03/2026

Committee: Legal

Resolution #: 2026-02-



Presented by Councilperson:
Maria Camano

HUDSON COUNTY

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH BLOCK A PARTNERS URBAN RENEWAL I LLC AND BLOCK B PARTNERS URBAN RENEWAL I, LLC FOR CERTAIN PROPERTY SOUTH OF GUYON DRIVE (BLOCK 138.01, LOTS 1.01 AND 1.02 AND BLOCK 138.02, LOTS 1.01 AND 1.02) WITHIN THE WATERFRONT REDEVELOPMENT AREA

WHEREAS: Block A Partners Urban Renewal I, LLC, applied to the Town of Harrison Planning Board (the “**Planning Board**”) for preliminary and final major site plan and subdivision approval, variance and waiver relief from the Town of Harrison Waterfront Redevelopment Plan (the “**Redevelopment Plan**”), as well as relief from the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1 et seq., for the development known as Parcels A and B within the Riverbend District on property (the “**Property**”) located within the Redevelopment Plan’s Mixed-Use District, containing approximately 9.8 acres, bounded by Pete Higgins Boulevard to the east, Riverbend Drive to the south, Frank E. Rodgers Boulevard to the west, and Guyon Drive to the north, as located in the Waterfront Redevelopment Area and as presently designated on the Official Tax Map of the Town of Harrison as Block 138.01, Lots 1.01 and 1.02, and Block 138.02, Lots 1.01 and 1.02, which application was approved by the Planning Board on March 23, 2022, and memorialized by Resolution on April 27, 2022 (the “**Approval**”); and

WHEREAS: The Developer sought and secured from the Planning Board an amendment of the Approval on February 28, 2024, converting the proposed retail corridor to a private right-of-way to be owned and operated by the Developer, and eliminating the obligation to dedicate the roadway to the Town, with all other conditions remaining in place (the “**Amended Approval**”); and

WHEREAS: One of the conditions set forth in the Approval and Amended Approval is that the Developer enter into a Development Agreement with the Town of Harrison (hereinafter the “Town”) or a total project that would consist of 1,998 residential units, 60,757 sq. ft. of retail, and 1808 residential parking spaces in buildings varying between 3 and 11 stories across the four Tax Lots.

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

THAT: The recitals above are fully incorporated herein.

THAT: The Mayor is hereby authorized and directed to execute the Development Agreement substantially in the form attached hereto, with such changes deemed necessary by the Town Attorney, and to do all acts reasonably necessary to effectuate the terms of the Amended Approval and the Development Agreement.

THAT:

The Clerk of the Town is hereby authorized and directed, upon execution of the Development Agreement in accordance with the terms of this Resolution, to attest to the signature of the Mayor and to affix the corporate seal of the Town to same.

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

I hereby certify this to
be a true and correct copy

Paul J. Zarbetski, Town Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of February, 2026, between the

TOWN OF HARRISON

A Municipal Corporation of the State of New Jersey

(hereinafter called "**Harrison**" or the "**Town**"); the

AND:

BLOCK A PARTNERS URBAN RENEWAL I, LLC and BLOCK B PARTNERS URBAN RENEWAL I, LLC

(together, hereinafter called the "**Developer**")

WITNESSETH:

WHEREAS, Block A Partners Urban Renewal I, LLC, on behalf of the Developer, applied to the Town of Harrison Planning Board (the "**Planning Board**") for preliminary and final major site plan and subdivision approval, variance and waiver relief from the Town of Harrison Waterfront Redevelopment Plan (the "**Redevelopment Plan**"), as well as relief from the Residential Site Improvement Standards, N.J.A.C. 5:21-1.1 et seq., for the development known as Parcels A and B within the Riverbend District on property (the "**Property**") located within the Redevelopment Plan's Mixed-Use District, containing approximately 9.8 acres, bounded by Pete Higgins Boulevard to the east, Riverbend Drive to the south, Frank E. Rodgers Boulevard to the west, and Guyon Drive to the north, as located in the Waterfront Redevelopment Area and as presently designated on the Official Tax Map of the Town of Harrison as Block 138.01, Lot 1, and Block 138.02, Lot 1, which application was approved by the Planning Board on March 23, 2022, and memorialized by Resolution on April 27, 2022, which Resolution is attached hereto as Exhibit A (the "**Approval**"); and

WHEREAS, the Developer sought and secured an amendment of the Approval on February 28, 2024, converting the proposed retail corridor to a private right-of-way to be owned and operated by the Developer, and eliminating the obligation to dedicate the roadway to the Town, with all other conditions remaining in place (the "**Amended Approval**"); and

WHEREAS, one of the conditions of the Approval is that a Development Agreement be executed between the Town and Developer; and

WHEREAS, Developer has agreed to make certain improvements in accordance with the provisions hereof and to deliver Performance Guarantees, pursuant to N.J.S.A. 40:55D-53; and

WHEREAS, the improvements to be made, upon which Performance Guarantees are based, consist of the items, quantity, unit price and amount as designated on Exhibit B attached hereto ("**Improvements**"), which Improvements are intended to be constructed in phases,

consistent with the Approval and the timeline envisioned for development under the Redevelopment Agreement, as same is further defined herein; and;

WHEREAS, the Town and the Developer wish to establish certain obligations as to the construction and development of such Improvements, timing for certain traffic improvements, and the timing of the dedication of certain Improvements to the Town.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and, agreements hereinafter contained, it is hereby agreed as follows:

1. Developer agrees that all materials, labor, equipment, tools and appliances furnished, provided and supplied to complete the Improvements will be completed in a good, substantial and workmanlike manner.

2. Provided Developer receives a construction permit and commences construction, Developer agrees to do, in the manner aforesaid, all work and improvements necessary to implement, construct and complete the Improvements as required in the aforesaid condition.

3. All the Improvements on the Property shall be done in strict compliance with the Approval and any approved revisions or replacements thereto, including the Amended Approval. The Construction Official shall utilize reasonable efforts to promptly make inspections and issue reports so as not to unreasonably delay the construction of this project. Developer will submit to the Town Engineer, Construction Code Official and the Fire Department final, signed copies of the site plans approved in the Approval and the Amended Approval ("**Site Plans**") for construction of the Improvements for which a permit will be sought. Said Site Plans will show all pertinent data concerning the construction of the project as described in the Approval and Amended Approval ("**Project**"), to wit: grading; grades, size and type of the proposed utilities and their connection to the main systems; location, sizes and grades of driveways, curbs and curb openings; sidewalk; streets, if and as required by the Approval; landscaping; lot dimensions and easements, etc. in accordance with the approved drawings and to the extent any of the foregoing are to be dedicated to the Town. All on-site utilities shall be constructed in accordance with the specifications and the approval of the respective utility companies. Developer agrees to install on-site storm drainage and sanitary facilities, including manholes, pipes, connections and curblines, landscaping, etc., all of which shall be provided, installed and laid out in the manner shown on the Site Plans, and all on-site improvements as otherwise defined in the Municipal Land Use Law, N.J.S.A. 40:55D-53a (1), as required by the Project, shown on the Site Plans, and contemplated herein.

4. All installed Improvements shall be subject to the approval and inspection of the Town Engineer. No underground installation shall be covered until inspected and approved by the Town Engineer. The Town Engineer shall inspect any underground installation upon forty-eight (48) hours' notice excluding Saturdays, Sundays, and Holidays.

5. The Town agrees that, consistent with the Approval, construction of the Project may occur in phases, consistent with the Approval, with each phase being proposed on a resulting block of the subdivided Property. Recordation of the subdivision shall be a prerequisite to the construction of any Improvements on the Property.

6. The Town further agrees to authorize the execution of the Site Plans and direct the Construction Official to issue a permit for construction for any phase only after Developer has submitted to the Town the following:

a. A notice to proceed, identifying the parcel on which the proposed development is intended to occur, the scope of such development within the Site Plans, and an anticipated date of commencement of construction;

b. A Performance Guarantee or irrevocable letter of credit, subject to the prior approval by the Town, in the amount of 120% of the total cost of the Improvements applicable to that phase of development, as identified on Exhibit B and as agreed between the parties, in the following manner:

i. Ten (10%) percent of the total amount of the Performance Guarantee in the form of a certified check, letter of credit, or irrevocable assignment of certificate of deposit shall be deposited with the Town; and

ii. A Performance Bond covering the remainder of the required Performance Guarantee pursuant the terms of this Agreement.

c. An initial deposit of \$10,000.00 to be held in escrow pursuant to N.J.S.A. 40:55D-53.1 and -53.2 for the payment of reasonable inspection fees for the inspection of the Improvements with regard to all phases of development on the Property. In accordance with N.J.S.A. 40:55D-53, when the amount deposited by Developer drops to 10% of the inspection fee because the amount deposited by Developer has been reduced by the amount paid to the Construction Official, the Construction Official shall so notify Developer, and Developer shall make additional successive deposits of 25% of the inspection fees estimated for a given phase of development, as needed. Notwithstanding the foregoing, Developer shall not be required to post more than \$ 106,161.61 in total for the payment of inspection fees for the development of the Project.

d. Due to existing escrows related to the development of adjacent parcels within the Riverbend district, the Developer shall not be required to make an additional deposit and the Town shall not be required to establish a new escrow account. Instead, the existing escrow account for the development of the Project on the Property under the Redevelopment Agreement, as defined at Paragraph 18 hereof, may be used for payment of reasonable professional services related to the review and preparation of this Agreement, not to exceed \$25,000. Such payment of reasonable professional services related to the review and preparation of this Agreement shall be as specified in and in accordance with N.J.S.A. 40:55D-53.1 and -53.2. In no instance, however, shall the payment of inspection fees be made from this account, which shall instead be governed by the escrow account described in Section 6(c), supra.

7. Provided Developer receives a construction permit, Developer shall commence construction within ninety (90) days of its receipt thereof. Developer shall complete the construction of the Improvements (except for the top course of any roadways) within forty-two (42) months from the date on which the first construction permit is issued or such earlier date as

may be required under the Redevelopment Agreement (“**Completion Date**”) for any given phase of development. The Completion Date may be extended (i) due to force majeure; (ii) automatically during any water or sewer ban, or building moratorium; (iii) for up to one hundred and twenty (120) days in the reasonable discretion of the Construction Official; (v) by the Town Council upon reasonable request by Developer; or (vi) by other governmental action.

8. In the event Developer does not complete the Improvements for any phase (except for the top course and associated striping and road markings) in a satisfactory manner by the Completion Date, the Town shall provide notice to the Developer of a claim against a surety, in accordance with the terms of the Performance Guarantee, and such surety shall be liable to the Town for the reasonable cost of the Improvements not completed or corrected, and the Town may perform the uncompleted work and draw down on the Performance Guarantee to reimburse the Town for the costs of completing such work. If the Town Engineer certifies that in his opinion, Developer’s completion of certain Improvements are immediately necessary to protect the public health and safety, then Developer will be put on written notice that Developer will have two weeks or a greater amount of time as reasonably determined by the Construction Official to complete the stated Improvements before the Town may take action to complete the stated Improvements itself.

9. Developer shall provide an endorsement from a bonding company or lending institution showing that the Town is a secured party in connection with the requirements of this Development Agreement. The Performance Guarantees are to guarantee that all of the Improvements that are undertaken shall be completed in accordance with the Site Plans. Upon completion or partial completion of said Improvements, Developer may seek the complete or partial release of the Performance Guarantees, as appropriate, in accordance with N.J.S.A. 40:55D-53.

10. Upon completion of said Improvements, Developer shall post a maintenance bond in the amount of fifteen (15%) percent of the cost of the Improvements, as calculated in accordance with N.J.S.A. 40:55D-53, written by an acceptable surety company licensed to do business in New Jersey. Said guarantee or maintenance bond shall remain with the Town for a period of two (2) years from the date the Certificate of Occupancy is issued.

11. Prior to the discharge of the Performance Guarantees referred to above and prior to the issuance of any Certificate of Occupancy for a given phase of development, Developer shall submit to the Town Engineer a detailed “As Built” Site Plan prepared and certified by a licensed New Jersey Professional Engineer. The “As Built” Site Plan shall show the exact location, sizes and elevation of all installed Improvements for that particular phase of development, and shall meet with the reasonable requirements and approval of the Construction Official.

12. Developer agrees to comply with all laws, orders or regulations of the State of New Jersey, Hudson County and the Town, or any of their respective subordinate agencies, departments or commissions which might apply to the performance of this Development Agreement or the construction of any Improvements upon the Property. Further, Developer agrees to abide by any orders issued by duly constituted officials as may be deemed necessary to protect the public health, safety and welfare.

13. Developer shall comply with the reasonable requests of the Town and shall take reasonable steps as necessary to insure that the construction of this Project will not unreasonably interfere with the use of the adjoining properties. This may include the limitation of use of certain municipal streets and regulation of the hours other streets may be used for construction vehicles and equipment. In addition, the Developer shall submit a construction schedule to the Building Department outlining the various phases of construction so that the Town may coordinate the use of municipal streets so as not to unreasonably interfere with the use by Town residents. Developer shall notify the Town at least 72 hours in advance of such work.

14. During construction of the Improvements, Developer or its contractors, as applicable, shall maintain as its own cost and expense the following kinds and amounts of insurance with such variations as may reasonably be required to conform to customary insurance practice and which insurance at Developer's option may be issued in "blanket coverage" format, though such insurance obligations may be satisfied by existing policies as required under the Redevelopment Agreement, provided that the same extent of coverage is provided:

a. Builder's Risk Insurance for the benefit of Developer and the Town, as their interests may appear, during the term of construction, which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction. To the extent that a policy conforming to these requirements is not available within the State of New Jersey, the Developer shall provide such policy as may be available as most closely conforms to these requirements; and

b. Commercial General Liability Insurance (including coverage for any construction activity required by the Project) against claims for bodily injury, death or property damage arising from the Project in amounts not less than \$2,000,000.00 for each claim with respect to any bodily injury or death and \$10,000,000.00 with respect to all claims for property damage relating to any one occurrence and an aggregate coverage amount of \$10,000,000.00; and

c. Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with at least the following limits of liability: Bodily Injury Liability and Property Damage Liability - \$1,000,000.00 combined single limit per occurrence; and

d. Worker's compensation insurance coverage in the amount of the full statutory liability of Development, if applicable; and

e. Such other insurance, in such amounts and against such risks, as is customarily maintained by Developer with respect to other similar properties owned or leased by it, including automobile insurance.

15. During the construction of this Project, Developer shall maintain the construction site in a safe condition and shall take appropriate measures to insure the safety, health and welfare

of the residents of the Town. Furthermore, Developer agrees to provide for the proper maintenance of all streets in the vicinity of the Project upon which its contractors travel on a daily basis, to insure that they are clean from dirt and debris which may accumulate from the excavation and construction of this development site. Developer agrees to take all required dust prevention measures and appropriate steps to prevent spillage on public streets. If Developer fails to correct any of the foregoing conditions within the reasonable time specified in a written notice from the Town, the Town may undertake or order corrective work to be done, and Developer shall reimburse and indemnify the Town for all costs and expenses incurred thereby.

16. Developer shall submit to the Town for filing and information purposes, all other final approvals required from any other Federal, State or County governmental entity required for the Project as a condition of the Approval.

17. The Site Plans shall reflect the requirements of the Planning Board as contained in the Approval and the requirements set forth in the review letters issued by the municipal engineer and the municipal planner, namely the March 21, 2022 letter from Heyer, Gruel and Associates and the February 15, 2022 letter from T & M Associates.

18. Nothing in this Development Agreement shall be read or understood to supersede any of the provisions in the Redevelopment Agreement entered into between the Harrison Redevelopment Agency and Advance at Harrison, LLC (the “**Redevelopment Agreement**”), on November 15, 2013, or any Financial Agreement entered into between the Town and Developer, as either may be amended, assigned, or modified. Developer’s obligations hereunder, where not in conflict with the Redevelopment Agreement, are in addition to the obligations imposed by the Redevelopment Agreement.

19. Upon completion of the Project, Developer shall remove all rubbish and debris, scaffolding, temporary construction tools and surplus materials, such as mounds of dirt, and shall leave the Property in a clean suitable condition.

20. This Development Agreement shall be construed in accordance with the laws of the State of New Jersey and shall bind and inure to the benefit of all parties, and their successors and assigns; however, this Development Agreement shall not be construed to inure to the benefit of the general public. The individuals signing this Development Agreement on behalf of the respective parties have the authority to execute this Development Agreement.

21. Developer, and its successors in interest, shall be obligated to provide unified maintenance for all Improvements as shown on the approved Site Plan.

22. Notices under this Agreement shall be provided by any Party to any other via either certified mail, return receipt requested, or by overnight courier to the other Party at the addresses as set forth below, or at such other address or addresses as the Parties may designate. Notices may also be sent via electronic mail, provided that one of the forms of notice in the preceding sentence is also provided.

Town of Harrison:

Paul J. Zarbetski, Municipal Clerk
318 Harrison Avenue
Harrison, New Jersey 07029
pjzarbetski@townofharrison.com

Harrison Planning Board
Mary Gaines, Secretary
318 Harrison Avenue
Harrison, New Jersey 07029
mgaines@townofharrison.com

with a copy to:

Castano Quigley Cherami LLC
Attn: James P. Bruno, Esq.
7 Giralda Farms
Suite 170
Madison, NJ 07940
jbruno@cqcclaw.com

Block A Partners Urban Renewal I, LLC:

Block A Partners Urban Renewal I, LLC
c/o Advance Realty Investors
1430 U.S. Route 206
Bedminster, New Jersey 07921
ATTN: Daniel Coccoziello
danielc@advancere.com

with copies to:

Advance at Harrison, LLC
1430 U.S. Route 206
Bedminster, New Jersey 07921
ATTN: General Counsel
richc@advancere.com

Jennifer Phillips Smith, Esq.
Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102
jsmith@gibbonslaw.com

23. All parties hereto have entered into this Development Agreement in good faith and with the desire that this development will be constructed in the Town of Harrison. If any provisions of this Development Agreement shall be declared invalid, illegal, or specifically contrary to N.J.S.A. 40:55D-53, such provisions shall be deemed deleted and the remaining terms and provisions of the within Development Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

24. Nothing herein contained shall be construed to render the Town or the Planning Board or any of its officers, board, or employees liable for any charges, costs or debts for material, labor or other expenses incurred in the making of the Improvements.

25. Developer shall be and remain liable for any and all damage or money loss occasioned to the Town, the Planning Board, or their officers, employees, boards or agents by any negligent or wrongful omission or commission of or by Developer or any person, firm or corporation acting for Developer hereunder arising from the making of the Improvements, the performance of the terms hereof, or from or out of this Agreement. Developer shall save, indemnify, and hold harmless the Town, and the Planning Board and their officers, agents, boards and employees from any and all actions at law or in equity, charges, debts, liens, encumbrances, and costs which may arise from any such damage or loss, from the making of the Improvements, the performance of the terms hereof, or from or out of this Development Agreement.

26. Developer agrees that if Developer is in default for failure to comply with any of the terms of this Development Agreement or any part of the requirements herein mentioned, the Town may forthwith issue a notice of default, detailing the alleged violation(s) and providing Developer with at least ten (10) business days to correct the violation(s). If the violation is not corrected within ten (10) days, or such other extended time limit as is reasonable under the circumstances and conditions encountered by Developer, then the completion of said work may be undertaken by the Town at the expense of the Developer and the Developer's surety.

27. Nothing contained in this Development Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claim against the Town, the Planning Board, or any of its agents or agencies with respect to the matter of the installation of Improvements, or for any damages arising there from.

28. In accordance with Ordinance 1326, adopted on February 7, 2017, Developer agrees to contribute to the Town a sum of one-half of one percent (0.5%) of the budgeted costs of construction for the structure ("**Budgeted Costs**") to be constructed on each phase of the Property (the "**Recreation Contribution**") for the express purpose of the development of open space and recreation areas within the Waterfront Redevelopment Plan ("**Waterfront Park**"). Such a payment is due and payable as a condition of the issuance of a final Certificate of Occupancy for each phase of the proposed development.

a. Budgeted Costs used to determine the Recreation Contribution shall be limited only to the costs of materials and construction labor directly related to the construction of the structure on the Property, and shall not include (i) the costs of any utility service connection or relocation, site remediation, sidewalks, stormwater structures, landscaping, lighting, or other Improvements identified on the Site Plan; (ii) the costs of

any interior finishes such as appliances, flooring, cabinets, tiling, or decorative features; (iii) the costs associated with legal, architectural, engineering, or other professional fees; or (iv) fees charged or required by governmental entities in connection with the permitting and inspections process for the Project. By way of example, if the Budgeted Costs for the each of the proposed phases of development are estimated to be \$47,700,000.00 for illustrative purposes, then those phases are anticipated to result in a Recreation Contribution approximately equal to \$ 238,500 for each phase, payable in portions as each phase of development is completed pursuant to this Agreement.

29. In accordance with the Approval and the Amended Approval, the Developer hereby grants a license to the Town for purposes of (i) installation of parking meters and (ii) enforcement of parking and motor vehicle restrictions pursuant to Title 39, all of which will commence upon completion of all or a portion of the private right of way identified on the Site Plans. All parking restrictions within the private right of way shall be consistent with the restrictions on Riverbend Drive. Any revenue generated by the enforcement of parking restrictions shall be shared equally with the Developer.

30. All roadways, sidewalks, and park areas created pursuant to the Approval and the Amended Approval shall be reasonably maintained by the Developer or its assigns. Developer agrees to open the private right of way, sidewalks, and park areas to the general public during reasonable hours, all of which shall be determined in Developer's sole discretion. Developer's actions, including, but not limited to, allowing the general public to use the private right of way, sidewalks, and park areas, do not and shall not constitute an offer to dedicate any portion of the Property to the Town. Should Developer subsequently decide to offer any portion of the Property to the Town for dedication, such dedication must occur by formal written and explicit notice to the Town. The access described herein shall survive the termination of this Agreement, unless otherwise described in a declaration associated with a property owner's association.

31. As a condition of the Approval, certain improvements have been proposed to the surrounding traffic network, as identified in the February 16, 2022 letter from T&M Associates, specifically signal timing modifications to the intersection of Frank E. Rodgers Blvd. and Bergen Street (comment 5.9.3) and the intersection of Frank E. Rodgers Blvd. and Guyon Blvd (comment 5.9.4). To the extent these modifications are made, the Developer shall contribute its pro rata share of any costs required for such signal modifications to the Town no later than the issuance of a certificate of occupancy for the second phase of development on the Property.

32. All utility systems related to the Property, including any electrical connections, shall be underground no later than the completion of the third phase of development on the Property, to the extent same is practicable and permitted by the applicable utility company. For the avoidance of doubt, however, to the extent that temporary service is required to be provided above-ground during construction at the direction of a given utility, same shall be permitted.

33. This Agreement and all rights and obligations of the parties shall be construed according with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first above written.

TOWN OF HARRISON

By: _____
Hon. James A Fife, Mayor

**BLOCK A PARTNERS URBAN
RENEWAL I, LLC**

By: Advance at Harrison LLC, its
Member

By: Padco Management, Inc. its Managing Member

By: _____
Peter J. Coccoziello
President

**BLOCK B PARTNERS URBAN
RENEWAL I, LLC**

By: Advance at Harrison LLC, its
Member

By: Padco Management, Inc. its Managing Member

By: _____
Peter J. Coccoziello
President

STATE OF NEW JERSEY :

:ss:

COUNTY OF HUDSON :

I certify that on _____, 2026, James A. Fife personally came before me, and he acknowledged under oath, to my satisfaction, that he is the Mayor of the Town of Harrison and that he signed and delivered this document as his act and deed on behalf of the Town of Harrison.

STATE OF NEW JERSEY:

:ss:

COUNTY OF SOMERSET:

I certify that on _____, 2026, Peter J. Coccoziello personally came before me, and he acknowledged under oath, to my satisfaction, that he is President of Padco Management, Inc., which entity is the Managing Member of Advance at Harrison LLC, which is the Member of Block A Partners Urban Renewal I, LLC, and that he signed and delivered this document as his act and deed on behalf of Block A Partners Urban Renewal I, LLC.

STATE OF NEW JERSEY:

:ss:

COUNTY OF SOMERSET:

I certify that on _____, 2026, Peter J. Coccoziello personally came before me, and he acknowledged under oath, to my satisfaction, that he is President of Padco Management, Inc., which entity is the Managing Member of Advance at Harrison LLC, which is the Member of Block B Partners Urban Renewal I, LLC, and that he signed and delivered this document as his act and deed on behalf of Block B Partners Urban Renewal I, LLC.

Exhibit “A”

Planning Board Resolution

RESOLUTION OF THE TOWN OF HARRISON PLANNING BOARD
RE: BLOCK A PARTNERS URBAN RENEWAL I, LLC
CASE #2201
APPLICATION FOR PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL,
PRELIMINARY AND FINAL MAJOR SUBDIVISION,
"C" VARIANCE RELIEF, DESIGN WAIVERS AND
DE MINIMIS RELIEF FROM RSIS STANDARDS
TAX BLOCK 138.01, LOT 1 AND
TAX BLOCK 138.02, LOT 1
FOR RESIDENTIAL & RETAIL USES WITH
BUILDING HEIGHTS RANGING FROM 3 TO 11 STORIES INCLUDING
INTERIOR PARKING STRUCTURES
TO BE CONSTRUCTED IN FOUR PHASES
HARRISON, NEW JERSEY

I. RECITALS

WHEREAS, BLOCK A PARTNERS URBAN RENEWAL I, LLC ("Applicant") has applied to the Town of Harrison Planning Board (the "Board") for preliminary and final major site plan approval, preliminary and final major subdivision approval, variance relief, design waiver relief and a *de minimis* exception from the Residential Site Improvement Standards ("RSIS") for the development known as "Advanced Realty Investors Proposed Mixed-Use Development" (the "Property") within the Redevelopment Plan's Mixed-Use district, which consists of two blocks located on the east side of Frank E. Rodgers Boulevard South in what has become known as the Riverbend District. The properties were part of previous perfected subdivisions and are commonly referred to as "Block A" (Block 138.01 Lot 1 on the Town's tax map) and "Block B" (Block 138.02 Lot 1 on the Town's tax map). Block A is bound by Guyon Drive to the north, South 5th Street to the east, Riverbend Drive to the south, and Frank E. Rodgers Boulevard South to the west. Block B is bound by Guyon Drive to the north, Pete Higgins Boulevard to the east, Riverbend Drive to the south, and South 5th Street to the west. The Applicant is proposing to subdivide the existing two blocks into four smaller blocks of roughly equal sizes. The subdivision creates an east/west corridor connecting Frank E. Rodgers Boulevard South and Pete Higgins Boulevard. Without a street name identified yet, this new public right-of-way is currently referred to as the "Retail Corridor," as it is proposed to be a central retail thoroughfare, in accordance with the Buildout Road Network Map and the Ground Floor Land Uses Map of the adopted Waterfront Redevelopment Plan. The development across all four blocks will include 1,998 residential units, 60,757 square feet of retail, 1,808 structured parking spaces, 53 on-street parking spaces along the Retail Corridor, as well as amenity space for residents and publicly accessible green space. Each block will consist of buildings, ranging in heights from 3 to 11 stories, including parking, in accordance with the Redevelopment Plan. and

WHEREAS, Applicant has received approval of its concept plan from the Harrison Redevelopment Agency as per its Resolution 11-1-2022 attached/to be attached hereto; and

WHEREAS, Applicant requests variance relief for off-street parking for retail tenants

and ROW Encroachment along the Guyon Drive and Riverbend Drive; and

WHEREAS, the Applicant requests design waivers for: loading and service areas (2); parking and circulation; signage (2) and street lights; and

WHEREAS, the applicant requests *de minimis* RSIS relief for the amount of residential parking to be provided as per RSIS standards; and

WHEREAS, the Board has considered Applicant's development proposal as depicted in the following plans (the "Plans"):

- (a) Two-page letter from Cameron W. MacLeod of Gibbons P.C., dated November 5, 2021;
- (b) Town of Harrison Standard Development Application, marked received November 5, 2021;
- (c) One (1) sheet Major Subdivision Plan prepared by Stonefield Engineering & Design, dated December 21, 2021;
- (d) One (1) sheet Aerial Image, prepared by Stonefield Engineering & Design, dated March 4, 2022;
- (e) One (1) sheet Overall Aerial Image, prepared by Stonefield Engineering & Design, dated March 4, 2022;
- (f) Three (3) sheet Boundary and Topographic Survey, prepared by Stonefield Engineering & Design, dated October 23, 2021;
- (g) Two (2) sheet Existing Drainage Area Map, prepared by Stonefield Engineering & Design, dated November 4, 2021;
- (h) Twenty-Four (24) sheet Preliminary and Final Major Site Plans, prepared by Stonefield Engineering & Design, dated November 5, 2021;
- (i) One (1) sheet Civil Site Rendering, prepared by Stonefield Engineering & Design, dated March 4, 2022;
- (j) Fifty-Seven (57) page Architectural Site Plan Submission, prepared by RAMSA Robert A.M. Stern Architects, dated March 9, 2022;
- (k) Three (3) page Stormwater Management Statement, with Appendix A through E, plus Maintenance Guide, prepared by Stonefield Engineering & Design, dated November 5, 2021;
- (l) Traffic Impact Study, prepared by Stonefield Engineering & Design, dated

November 4, 2021; and

- (m) Nine (9) sheet Civil Parking Exhibit, prepared by Stonefield Engineering & Design, dated February 15, 2022, revised through March 3, 2022; and

WHEREAS, a fourteen (14) page Review Memorandum was prepared by M. McKinley Mertz, PP, AICP, LEED Green Associate, Heyer, Gruel & Associates, Board Planner, dated March 21, 2022; and

WHEREAS, a seven (7) page Review Letter was prepared by Peter Bondar PE, T&M Associates, Board Engineer, dated February 15, 2022; and

WHEREAS, Applicant is proposing Preliminary & Final Major Site Plan approvals as follows:

- 1,998 residential units;
- 1,808 residential parking spaces;
- 60,757 sq. ft. of retail space;
- Heights of buildings between 3 and 11 stories; and

WHEREAS, the Board has considered all testimony, reports, exhibits and other evidence submitted in connection with the application; and

WHEREAS, the Board has taken judicial notice of certain facts, including the factual findings set forth in its prior resolution in regard to an application for the Property by a previous Applicant involving certain approvals for Advance at Harrison, LLC (herein called "Advance Application"); It was noted that Block A received preliminary and final major site plan approval on February 25, 2015 via Planning Board Resolution 14-04 to construct a 5-story, 150-room hotel with 883 square feet of conference space and 4,340 square feet of restaurant use as well as 75 surface parking spaces and 42 street parking spaces; These improvements were proposed for the northern section of the block along Guyon Drive; As part of the approval, the applicant at the time, Advance at Harrison, LLC, received variance relief for increased setbacks and deficient on-site parking. Advance at Harrison, LLC did not proceed with the construction of the approved hotel and associated parking. The site remains undeveloped; Block B has never been the subject of a site plan application/approval;

and

WHEREAS, the current application was the subject of a duly noticed public hearing held via the Zoom platform on March 23, 2022 with the following individuals in attendance:

Chairman Arthur Pettigrew
Councilman Member Laurence Bennett
Member Andrea Choffo
Member Carlos Mariano
Member John Starr

Also present were:

M. McKinley Mertz, PP, AICP, LEED Green Associate, Heyer, Gruel &
Associates, Board Planner

Peter Bondar PE, T&M Associates, Board Engineer
Mary C. Gaines, Board Secretary
Michael R. Pichowicz, Esq., Board Attorney;

and

WHEREAS, at the hearing Cameron W. MacLeod, Esq., for the firm Gibbons
P.C., represented the Applicant.

II. FINDINGS AND CONCLUSIONS

WHEREAS, the Board has made the following findings of fact and conclusions of law
based upon the evidence before it:

A. INCORPORATION OF RECITALS

1. All Recitals are incorporated by reference into the Board's findings and conclusions.

B. STANDING

2. Applicant has standing to bring this application before the Board as the owner of the
Property and as the designated redeveloper.

C. OVERVIEW OF PROPOSED SITE PLAN

3. Applicant is proposing to subdivide the two blocks into four smaller blocks of
roughly equal sizes. The subdivision creates an east/west corridor connecting Frank E. Rodgers
Boulevard South and Pete Higgins Boulevard. Without a street name identified yet, this new
public right-of-way is currently referred to as the "Retail Corridor," as it is proposed to be a
central retail thoroughfare, in accordance with the Buildout Road Network Map and the Ground
Floor Land Uses Map of the adopted Waterfront Redevelopment Plan. The development across
all four blocks will include 1,998 residential units, 60,757 square feet of retail, 1,808 structured
parking spaces, 53 on-street parking spaces along the Retail Corridor, as well as amenity space
for residents and publicly accessible green space. Each block will consist of buildings, ranging in

heights from 3 to 11 stories, in accordance with the Redevelopment Plan. The project will be phased, likely beginning with the Southwest Block, followed by the Southeast Block, Northeast Block, and finally the Northwest Block. The following is a breakdown of development by block:

	Phase I – Southwest Block	Phase II – Southeast Block	Phase III – Northeast Block	Phase IV – Northwest Block	TOTALS
Residential Units	512 units	524 units	477 units	485 units	<i>1,998 units</i>
Structured Parking Spaces	414 spaces	413 spaces	692 spaces	289 spaces	<i>1,808 spaces</i>
Retail	14,440 sf	14,440 sf	16,190 sf	15,687 sf	<i>60,757 sf</i>
Height	3-story entrance on South 5 th Street followed by an 11-story tower; 11-story tower fronting on Frank E. Rodgers; 7 stories in the middle of the block	3-story entrance on South 5 th Street followed by an 11-story tower; 11-story tower fronting on Pete Higgins Boulevard and the Retail Corridor; 7 stories in the middle of the block	11-story towers fronting on South 5 th Street and Pete Higgins Boulevard; 7 stories in the middle of the block	11-story towers fronting on Frank E. Rodgers, South 5 th Street, and a portion of Guyon Drive; 7 stories in the middle of the block	-

All garage entrances to the structured parking will be accessed from either Guyon Drive or Riverbend Drive. No garage entrances are proposed from the Retail Corridor, Frank E. Rodgers South or Pete Higgins Boulevard. The Applicant is proposing a publicly accessible green space on the Northwest Block that will connect Guyon Drive to the Retail Corridor. Each building will also have their own private courtyard spaces, accessed from the second floor. Additional rooftop amenity space is proposed.

D. PROPOSED USE

4. The subject properties are within the Mixed-Use District of the Waterfront Redevelopment Plan. Retail sales and services as well as multi-family are permitted uses within the District.

E. PROPOSED REDEVELOPMENT

5. On behalf of the Applicant, testimony was presented before the Board by Kevin Smith, Robert A.M. Stern Architects, who was qualified as an expert in the field of architecture.

6. Mr. Smith described in detail and introduced several exhibits in evidence. Exhibit A-1 was marked as Site Plan Documents 3/23/22. It included floor plans, proposed elevations, shadow studies and reviews from different angles. The gas and electric meter rooms will be at grade, as well as the transformers which will be carefully hidden and/or screened. He discussed residential loading and waste pickup areas. In addition, he reviewed overall building elevations.

Architect Smith set forth that the submitted lighting plans would be parallel for all other buildings, which would be subject to the Board's Professional Planner's review and approval. A "green" wall was proposed for the garage wall fronting the publicly accessible open space on the northwest block. He reviewed the amenity spaces along with rooftop decks. There would be gates and sound warnings at the entrance of the garage parking areas. The garages parking would be for residential units only, not for the retail tenants. The park in the northwest block would not be gated. There will be bike storage areas in each building. Further, he stated the width of the proposed Retail Corridor roadway would be 68 feet and would be dedicated to the Town of Harrison. A building generator would be installed for all buildings, including parking areas. Each generator would power life-safety concerns and would be located on the roof.

7. On behalf of the Applicant, testimony was presented before the Board by Paul Mutch, Stonefield Associates, who was qualified as an expert in the field of engineering. Mr. Mutch reviewed colorized site plan renderings with the Board. He pointed out the raised sidewalks and planter boxes. He reviewed elevations with the Board and that all buildings will be above the flood elevation levels. He set forth the four proposed phases or quadrants of the project. The property would be developed in a counterclockwise fashion, likely starting with the Southwest. Applicant would be responsible for the irrigation and maintenance of all plantings. Mayor & Council approval would be required for the encroachments into the Right of Way. Mr. Mutch confirmed that 4' x 4' tree grates would be used. He confirmed that the loading spaces would be used mostly by the retail tenants. Additional signage would be added for Uber/Lyft car service areas. The Applicant will maintain the water quality treatment devices within the right-of-way.

8. On behalf of the Applicant, testimony was presented before the Board by Matt Seckler, Stonefield Associates, who was qualified as an expert in the fields of traffic engineering and professional planning. He described the traffic study that was submitted. His analysis involved pre-COVID traffic counts. Mr. Seckler was confident that implementing the proposed signal time changes, along with left turn arrows, would improve traffic flow. He described the parking requirements and layouts. The four buildings combined will support the entire residential parking requirements for the entire development. The traffic entering and exiting the complex at Frank E. Rodgers Blvd. So. will be right turn in and right turn out only. Compact parking was not proposed, but any future provisions for compact parking necessitated by minor design revisions will follow established ratios. There will be off-street parking available on the Fifth Street side of the complex. Mr. Seckler opined that many goals of the town's master plan, as well as, the purposes of the Municipal Land Use Law, were met. The area was transit orientated and the windows, doors, mullions, sills and lentils were in harmonious design. He reviewed the requested relief from the zoning ordinances.

F. RELIEF FROM REDEVELOPMENT PLAN DESIGN STANDARDS

9. The Applicant is seeking certain design waivers from the Redevelopment Plan design standards. They include:

- a. Loading & Service Areas (page 43) -- Loading and service areas shall be integral to building design and screened from public view where the applicant is proposing four (4) loading areas along the Retail Corridor that are not screened.

- b. Loading & Service Areas (page 43) – No vehicular access to loading areas shall be permitted along Riverbend Drive where the applicant is proposing access to residential loading areas for Phases I and II from Riverbend Drive.
- c. Parking and Circulation (page 44) – All permanent parking spaces shall be in structures and screened from view. The applicant is proposing to utilize on-street parking spaces along the Retail Corridor and South 5th Street to count toward the overall parking requirement.
- d. Signage (page 46) – Each use is permitted no more than two signs, not exceeding 60 square feet in total. For Phase I, the applicant is proposing 11 building identification signs and 2 marquee signs, which combined represent approximately 677 square feet. It is noted that the “parking sign band” on the south elevation of Phase I does not count toward overall sign number and square footage.
- e. Signage (page 46) – Vertical blade signs shall be a minimum of 8 feet above grade and shall be a maximum size of 6 square feet (a blade sign is defined as a vertically oriented wall sign), where the applicant is proposing 2 marquee-style vertical signs that are 90 and 91 square feet and are mounted higher than 8 feet above grade.
- f. Street Lights (page 57) – Light fixtures shall be mounted at 18 feet where the applicant is proposing 16 feet.
- g. Residential Windows and Doors (pages 41-42) – The Redevelopment Plan requires certain design standards for residential windows and doors which are visible from the street, including the following provisions, from which the applicant seeks relief:
 - i. Openings for windows and windowpanes must have a vertical dimension greater than the horizontal dimension;
 - ii. For grouped windows, a mullion of at least 5 inches is required, and the grouped windows may not be more than three times as wide as they are in vertical dimension;
 - iii. Windowsills shall project a minimum of 2 inches from the building face;
 - iv. All lintels must extend a minimum of 4 inches from the opening;
 - v. Doors, except garage doors, shall be or appear to be constructed of planks or raised panels;

The relief requested from Redevelopment Plan design standards should be granted under the standards for relief set forth in the Redevelopment Plan. Consistent with prior applications in the Riverbend District, the Applicant represented that it would continue to coordinate, in conjunction with the Board's Professional Planner, the location of signage and refinement of certain architectural elements within the proposed buildings from which relief is requested, to

assure consistency with the Waterfront Redevelopment Plan's intentions, look, and feel.

G. RELIEF FROM RSIS

10. The NJ Residential Site Improvement Standards (RSIS) for High Rise Buildings for this project require a total of 2,158 parking spaces:

- 0.8 spaces per studio or one bedroom -> 999 units = 799 spaces
- 1.3 spaces per two-bedroom -> 899 units = 1,169 spaces
- 1.9 spaces per three-bedroom -> 100 units = 190 spaces

The Applicant is proposing 1,808 on-site parking spaces. The applicant further requests relief from the requirements of RSIS to permit, consistent with the Waterfront Redevelopment Plan, that some parking spaces may be designated for compact vehicles, which would result in some parking spaces that would be smaller than the 9' x 18' requirements of RSIS.

11. The relief requested from the RSIS is reasonable and within the purpose and intent of the RSIS because an adequate parking supply is being provided. In addition, literal enforcement is impracticable because of peculiar conditions pertaining to the development.

12. Further, the Board finds that this *de minimis* exception (a) is consistent with the intent of the RSIS and the Site Improvement Act, (b) is reasonable, limited, and not unduly burdensome, (c) meets the needs of public health and safety, and (d) takes adequate account of existing infrastructure and possible future surrounding development.

H. VARIANCE RELIEF

13. The applicant requires variance relief from the following items, as the standard for such relief is set forth in the Waterfront Redevelopment Plan:

- (a) **Off-Street Parking** – The applicant is required to provide 1,859 off-street parking spaces: 1,798 off-street parking spaces for the residential units and 61 off-street spaces for the retail tenants. The applicant is proposing 1,808 off-street spaces for the residential units, and 0 off-street parking spaces for the retail tenants. The applicant identifies 163 on-street parking spaces in the vicinity of the subject properties, including 53 along the proposed retail corridor and 16 along the South 5th Street corridor.
- (b) **ROW Encroachment** – The applicant is proposing rain gardens within the right-of-way along the Guyon Drive and Riverbend Drive building frontages. If conceptually approved by the Planning Board, final approval from the Town Council would be required.

14. The Municipal Land Use Law, at N.J.S.A. 40:55D-70(c), provides this Board with the power to grant variances when the applicant satisfies the requisite burden of proof as per State law. An applicant is entitled to relief under the criteria under Section 70(c)(2) criteria,

when the applicant has the option of showing that in a particular instance relating to a specific piece of property, the purposes of the Municipal Land Use Law will be advanced by allowing a deviation from the Redevelopment Plan requirements, and that the benefits of such deviation will substantially outweigh any potential detriment. In such instances, the variance may be granted to allow departure from regulations adopted pursuant to State law. The applicant has to demonstrate that the proposed relief will not substantially cause detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

15. The Board finds that in this particular instance, the variance relief being sought by the applicant can be granted pursuant to this standard. The Applicant is proposing an overall design that promotes a more aesthetically pleasing look to the buildings, a safer pedestrian and vehicular traffic flow and adequate off-street parking for the retail uses. The relief that is being sought is consistent with the overall intent and purpose of the Waterfront Redevelopment Plan. There is no evidence before the Board indicating that granting this relief would in any way be detrimental to the public good, or in any significant manner inconsistent with the intent and purpose of the Waterfront Redevelopment Plan.

I. PROPOSED SUBDIVISION

16. Applicant is proposing to subdivide the two blocks into four smaller blocks of roughly equal sizes. The subdivision creates an east/west corridor connecting Frank E. Rodgers Boulevard South and Pete Higgins Boulevard. Without a street name identified yet, this new public right-of-way is currently referred to as the "Retail Corridor," as it is proposed to be a central retail thoroughfare, in accordance with the Buildout Road Network Map and the Ground Floor Land Uses Map of the adopted Waterfront Redevelopment Plan.

17. The Board finds the subdivision and right-of-way dedication are integral parts of the overall development of the Property. It is necessary in order to promote a more aesthetically pleasing look to the buildings, a safer pedestrian and vehicular traffic flow and adequate off-street parking for the retail uses.

J. PUBLIC PORTION

18. During the public portion of the hearing, no person came forth.

K. CONCLUSION

19. Subject to the conditions of this Resolution, this application meets requirements for the granting of amended preliminary and final major site plan approval, relief from Redevelopment Plan design standards, and a *de minimis* exception from RSIS parking requirements.

III. APPROVAL AND CONDITIONS

NOW, THEREFORE, BE IT RESOLVED that this application by BLOCK A PARTNERS URBAN RENEWAL I, LLC for preliminary and final major site plan approval, preliminary and final major subdivision approval, variance relief, design waiver relief and a *de minimis* exception from the Residential Site Improvement Standards ("RSIS") be and hereby is granted subject to the following conditions:

1. Compliance with all applicable Town, County, State, and Federal laws, ordinances, regulations, and directives.
2. All construction, use and development of the Property shall be in conformance with the Plans approved herein, all findings, conclusions, terms and conditions of this resolution and, to the extent not inconsistent therewith, all representations of Applicant and its witnesses during the public hearing. Any material deviation from the terms of this condition shall be deemed a violation of the Land Development Ordinance.
3. Applicant shall not begin any land disturbance (with the exception of disturbance incidental to demolition work or environmental remediation work pursuant to permits properly issued by the Construction Official and/or NJDEP, as the case may be) or construction pursuant to the approved Plans, and the Construction Official shall not issue a permit for construction on any approved lot, until:
 - (a) The approved Plans have been signed by the Board Chairman and Secretary and released to Applicant;
 - (b) Applicant has submitted an engineer's estimate for all proposed work (both on-tract and off-tract) and, upon acceptance of the estimate by the Town Engineer or his designee, has posted inspection fees as required by ordinance;
 - (c) Applicant has arranged for and attended a preconstruction meeting with the Town Engineer and such other Town officials as the Town Engineer shall designate; and
 - (d) Applicant has obtained road opening permits for all work to be performed within a public street. Thereafter, Applicant shall comply with all applicable road opening permit requirements in the course of the work.
4. Before the Board Chairman and Secretary sign the approved Plans:
 - (a) Applicant shall submit to the Board Engineer (a) proof that it has obtained approvals from all other governmental authorities with jurisdiction, or (ii) a certification from its engineer or attorney that no such approvals are required. Such authorities shall include, to the extent applicable, and without limitation, the County of Hudson (the "County") (for required traffic signal timing adjustments and coordination of signal phasing), the Hudson County Planning Board, Hudson-Essex-Passaic Soil Conservation District, New Jersey Department of Environmental Protection (including treatment works approval, flood hazard

permit, and any approvals required by the Bureau of Safe Drinking Water) and New Jersey Department of Transportation.

- (b) Applicant shall have paid all required application fees and technical review fees.
- (c) Applicant shall submit six (6) complete sets of the Plans approved herein, with the following revisions, all of which shall be submitted to and approved by the Board Engineer.
- (d) All plans and reports submitted by the applicant shall conform to the conditions and provisions in the letter from T&M Associates dated February 15, 2022, and from Heyer Gruel & Associates, dated March 21, 2022, both of which are attached hereto and incorporated herein by reference; the reports are attached as Exhibits A (T&M Associates) and B (Heyer Gruel & Associates).
 - (i) The Plans shall be revised to address all outstanding comments of the Town Engineer, Board Engineer, Town Planner, and Board Attorney. Comments of the Board Attorney calling for a response from another Town or Board professional shall be deemed to be outstanding until such time as the response has been given, and addressed to the satisfaction of the responding Town or Board professional.
 - (ii) The Plans shall be revised to include additional signage for Uber/Lyft areas subject to the Board's Professional Planner's review and approval.
 - (iii) The submitted lighting plans shall be parallel for all other buildings, which would be subject to the Board's Professional Planner's review and approval.
 - (iv) The submitted signage plans shall be parallel for all other buildings, which would be subject to the Board's Professional Planner's review and approval.
 - (v) Any future provisions for compact parking necessitated by minor design revisions will follow established ratios and subject to the Board's Professional Planner's review and approval.
 - (vi) The Applicant will maintain the water quality treatment devices within the right-of-way.
 - (vii) The proposed rain gardens located within the right-of-way along the Guyon Drive and Riverbend Drive building frontages shall require final approval from the Mayor & Council.
 - (viii) A contribution will be made to the Town's open space fund pursuant to the Waterfront Redevelopment Plan requirements, as amended by Town

Ordinance number 1326.

- (e) Applicant shall enter into a developer's agreement with the Town of Harrison. The agreement shall include, but shall not be limited to provisions governing (a) Applicant's responsibility for all traffic improvements (signal timing adjustments and signal phasing coordination) in conformance with the conditions of this resolution, (b) Applicant's responsibility for contribution towards open space or recreation, and (c) Applicant's obligation to deliver to the Town of Harrison, at such time(s) as may be required by the Town Attorney, (i) a deed of dedication for the creation of any street as described above in conformance with the Plans for this particular project.
- (f) Applicant shall provide performance guarantees for this particular project for improvements to all public right-of-ways, and for any and all other improvements to be dedicated to the Town of Harrison. The requirement for a performance guaranty for these improvements shall conform to all applicable Redevelopment Plan standards. The amount of the performance guaranty for these permanent improvements (including the required 10% cash portion of the guarantee) shall be subject to adjustment on the third anniversary date of the issuance of the performance guaranty and on every three-year anniversary date thereafter, in order to account for changing construction costs. Such performance guarantees shall be satisfactory in form to the Town Attorney, and in amount to the Board Engineer. All such performance guarantees shall conform with all applicable provisions of the Municipal Land Use Law and the Land Development Ordinance.
- (g) Applicant shall deliver to the Town Clerk a performance guaranty that shall be satisfactory in form to the Town Attorney and in amount to the Board Engineer. The performance guaranty must meet all applicable requirements of N.J.S.A. 40:55D-53 and Ordinance Section 17-105.1. The amount of the performance guaranty (including the cash portion) shall be subject to adjustment on the third anniversary date of its issuance, and on every three-year anniversary date thereafter, in order to account for changing construction costs. In the event the County insists upon delivery of the same performance guaranty, and the same provision for periodic adjustments, in *its* favor, Applicant shall, in lieu of the performance guaranty required by this condition, deliver to the Board Engineer proof that such guaranty has been delivered to the County.
- (h) All bonds to be posted to the Town by the applicant shall be directly and solely related to the particular phase of building construction.
- (i) Applicant shall supply "will-serve" letters from all utilities providing service to the project.

5. Applicant shall provide maintenance guarantees for all improvements covered by a performance guarantee. A maintenance guarantee shall be provided for each improvement prior to the release of the performance guarantee (or any portion thereof) given for such

improvement. Such maintenance guarantee shall be governed by all applicable provisions of the Municipal Land Use Law and the Land Development Ordinance. Such maintenance guarantees shall be satisfactory in form to the Town Attorney and in amount to the Town Engineer.

6. All site improvements, screening, fencing and landscaping required by the approved Plans or the terms and conditions of this resolution shall be maintained in good condition for so long as any building, structure, or use approved herein shall remain on the Property.

7. Applicant's construction activities shall be limited to those hours permitted by ordinance.

8. ALL NOTES INCLUDED IN THE APPROVED PLANS, INCLUDING NOTES REQUIRED BY THIS RESOLUTION, SHALL BE DEEMED TO BE CONDITIONS OF APPROVAL HAVING THE SAME FORCE AND EFFECT AS CONDITIONS EXPRESSLY SET FORTH HEREIN.

9. In the event Applicant fails to obtain approvals from any other governmental agency having jurisdiction, and addressing such failure requires (directly or indirectly) any change (other than a *de minimis* change) in the Plans approved herein, or in the event the approval granted by any other governmental agency with jurisdiction requires (directly or indirectly) any change in the approved Plans (other than a *de minimis* change) Applicant shall return to the Board to seek amended development approvals for any and all resulting changes.

10. In the event Applicant fails to satisfy any condition of this resolution, Applicant shall return to the Board to seek amended development approvals or other appropriate relief.

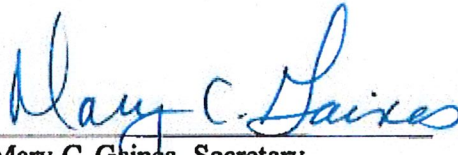
Voting to Approve Application Subject to Formal Resolution Detailing Conditions:

	Yes	No	Abstain	Not Voting
Chairperson Arthur Pettigrew	X			
Councilman Member Laurence Bennett	X			
Member Andrea Choffo	X			
Member Carlos Mariano	X			
Member John Starr	X			

Voting to Approve This Formal Resolution Detailing Conditions:

	Yes	No	Abstain	
Chairperson Arthur Pettigrew	✓			
Councilman Member Laurence Bennett	✓			
Member Andrea Choffo	✓			
Member Carlos Mariano	✓			
Member John Starr	✓			

I certify that this is a true copy of a resolution duly adopted by the Town of Harrison Planning Board at a regular public meeting held on April 27, 2022. This resolution memorializes an action of the Board taken on March 23, 2022.


Mary C. Gaines, Secretary

RESOLUTION OF THE TOWN OF HARRISON PLANNING BOARD
RE: BLOCK A PARTNERS URBAN RENEWAL I, LLC
CASE #2401
APPLICATION FOR AMENDED PRELIMINARY AND FINAL MAJOR SITE PLAN
APPROVAL & AMENDED PRELIMINARY AND FINAL MAJOR SUBDIVISION
TAX BLOCK 138.01, LOTS 1.01 & 1.02 AND
TAX BLOCK 138.02, LOTS 1.01 & 1.02
HARRISON, NEW JERSEY

I. RECITALS

WHEREAS, BLOCK A PARTNERS URBAN RENEWAL I, LLC ("Applicant") has applied to the Town of Harrison Planning Board (the "Board") for amended preliminary and final major site plan approval, and amended preliminary and final major subdivision approval, for the development known as "Advance Realty Investors Proposed Mixed-Use Development" (the "Property") within the Redevelopment Plan's Mixed-Use district. The subject properties consist of two blocks located on the east side of Frank E. Rodgers Boulevard in what has become known as the Riverbend District. The properties are commonly referred to as "Block A" (Block 138.01, Lots 1.01 & Lot 1.02 on the Town's tax map) and "Block B" (Block 138.02, Lot 1.01 & Lot 1.02 on the Town's tax map). Block A is bound by Guyon Drive to the north, South 5th Street to the east, Riverbend Drive to the south, and Frank E. Rodgers Boulevard to the west. Block B is bound by Guyon Drive to the north, Pete Higgins Boulevard to the east, Riverbend Drive to the south, and South 5th Street to the west. Both properties are currently vacant but are used for temporary parking and as a laydown area for construction of adjacent "Building D" on Block 138.04, Lot 1; and

WHEREAS, Blocks A and B received preliminary and final major site plan and preliminary and final major subdivision approval through Planning Board Resolution Case #2201, which was memorialized on April 27, 2022. The Applicant, Block A Partners Urban Renewal I, LLC, was approved for a subdivision of Blocks A and B into four smaller lots of roughly equal sizes, to create an east/west corridor connecting Frank E. Rodgers Boulevard and Pete Higgins Boulevard. Along the proposed 68-foot-wide corridor, Block A would contain two (2) new lots: Lot 1.01 to the north and Lot 1.02 to the south. Both lots measured approximately 90,531 square feet (2.078 acres). The same lot measurements and right-of-way provisions were also applied to Block B. Without a street name identified, the proposed corridor remains the "Retail Corridor," as it is proposed to be a central retail thoroughfare; and

WHEREAS, both the preliminary and final major subdivision and major preliminary and final site plan approval were granted in accordance with the Buildout Road Network Map and the Ground Floor Land Uses Map of the adopted Town Waterfront Redevelopment Plan (the "Plan"). The site plan approval amounted to the following: 1,998 residential units, 60,757 square feet of retail, 1,808 residential parking spaces, and the construction of buildings varying between 3 and 11 stories within each lot; and

WHEREAS, Ordinance #1500 was adopted on December 19, 2023 and established amendments to the Redevelopment Plan. These amendments include designating the Retail Corridor as a private street, and allowing the stormwater management facilities to be placed

below grade within the Retail Corridor's proposed private right-of-way; and

WHEREAS, Applicant is requesting Amendments to its prior approvals so that the proposed retail corridor street shall remain private and not dedicated to the Town as a new right-of-way as previously approved, in order to match the revisions to the Redevelopment Plan. This was necessary for the site's stormwater management facilities to be located within (below) the proposed retail corridor street and remain on private property in accordance with NJDEP requirements, as well as simplifying future maintenance requirements and obligations for both the Town and the Applicant. Applicant is also proposing to re-subdivide the lots to incorporate the private Retail Corridor into the southerly lots of the subdivided blocks, as shown on the proposed subdivision map referenced below; and

WHEREAS, the Board has considered Applicant's development proposal as depicted in the following plans (the "Plans"):

- (a) Two-page letter from Cameron W. MacLeod of Gibbons P.C., dated January 11, 2024 with attachments;
- (b) Resolution of the Town of Harrison Planning Board, Case #2201, memorialized on April 27, 2022;
- (c) Town of Harrison Standard Development Application with associated checklists and exhibits dated January 10, 2024;
- (d) Twenty-Five (25) sheet Preliminary & Final Major Site Plans, prepared by Stonefield Engineering & Design, dated November 5, 2021, and revised through January 5, 2024;
- (e) One (1) sheet Major Subdivision Plan prepared by Stonefield Engineering & Design, dated January 5, 2024;
- (f) Environmental Impact Statement Report, prepared by Stonefield Engineering & Design, dated September 28, 2023;
- (g) Various New Jersey Department of Environmental Protection ("NJDEP") compliance documents and reports prepared by the Applicant; Three (3) sheet Boundary and Topographic Survey, and

WHEREAS, the Board has considered a five (5) page Review Memorandum prepared by M. McKinley Mertz, PP, AICP, LEED Green Associate, Heyer, Gruel & Associates, Board Planner, dated February 27, 2024 ("Board Planner's Memorandum"); and

WHEREAS, the Board considered a four (4) page Review Letter prepared by Peter Bondar PE, T&M Associates, Board Engineer, dated February 8, 2024 ("Board Engineer's Letter"); and

WHEREAS, the Board has considered all testimony, reports, exhibits and other evidence submitted in connection with the application; and

WHEREAS, the Board has taken judicial notice of certain facts, including the factual findings set forth in its prior resolution of the Town of Harrison Planning Board, Case #2201, memorialized on April 27, 2022 ("Prior Resolution");

and

WHEREAS, the current application was the subject of a duly noticed public hearing held in-person at the Harrison Town Hall, 318 Harrison Avenue, Harrison, NJ 07029 on February 28, 2024 with the following individuals in attendance:

Chairman Arthur Pettigrew
Vice-Chairman John Mulrenan
Member Edward Acevedo
Councilman Member Laurence Bennett
Member Carlos Mariano
Member John Starr
Member John Thomas

Also present were:

M. McKinley Mertz, PP, AICP, LEED Green Associate, Heyer, Gruel & Associates, Board Planner

Peter Bondar PE, T&M Associates, Board Engineer
Mary C. Gaines, Board Secretary
Michael R. Pichowicz, Esq., Board Attorney;

and

WHEREAS, at the hearing Cameron W. MacLeod, Esq., for the firm Gibbons P.C., represented the Applicant.

II. FINDINGS AND CONCLUSIONS

WHEREAS, the Board has made the following findings of fact and conclusions of law based upon the evidence before it:

A. INCORPORATION OF RECITALS

1. All Recitals are incorporated by reference into the Board's findings and conclusions.

B. STANDING

2. Applicant has standing to bring this application before the Board as the owner of the Property and as the designated redeveloper.

C. OVERVIEW OF PROPOSED SITE PLAN

3. Applicant is seeking Amendments to its prior approvals so that the proposed retail corridor street shall remain private and not dedicated to the Town as a new right-of-way as previously approved. This was necessary for the site's stormwater management facilities to be located within (below) the proposed retail corridor street and remain on private property in accordance with NJDEP requirements.

D. PROPOSED USE

4. The subject properties are within the Mixed-Use District of the Waterfront Redevelopment Plan. Retail sales and services as well as multi-family are permitted uses within the District. The proposed uses are the same as approved by way of the Prior Resolution.

E. PROPOSED REDEVELOPMENT

5. On behalf of the Applicant, testimony was presented before the Board by Paul Mutch, PE, Stonefield Engineering & Design, who was qualified as an expert in the field of engineering.

6. Mr. Mutch described in detail and introduced several exhibits in evidence. Exhibit A-1 was marked as Approvals Granted Two Years Ago, 2/28/24. Exhibit A-2 was marked as Updated Site Plan (with blue boxes illustrating the stormwater detention facilities), 2/28/24. Mr. Mutch pointed out there would be two underground detention basins.

7. Further, Mr. Mutch reviewed the Board Planner's Memorandum with the Board. Mr. Mutch confirmed that: none of the changes will be visible; the proposed amendments will not alter any previously approved public access paths for pedestrians and/or lanes for automobiles; the proposed amendments will not alter any of the previously approved street landscaping (including trees, shrubs, etc.); none of the previously proposed bicycle racks, benches, decorative planters, and/or trash/recycling receptacles will be relocated; and previously approved street lighting (i.e. number of proposed fixtures, illumination values, etc.) will not be altered. Further, Mr. Mutch described how the relocation of the stormwater management system will not negatively affect the site's overall drainage and utilities. In addition, Engineer Mutch stated that the maintenance plans for the retail corridor will be addressed in the Developer's Agreement, including, the private hauling of snow removal to be hired and solely paid for by the Applicant. Also, the parking and parking meter details will be included in the Developer's Agreement.

8. Mr. Mutch also addressed the Board Engineer's Letter. He stated the utilities will be below ground and discussed the phasing of the buildings.

I. PROPOSED SUBDIVISION

16. Applicant is proposing to re-subdivide the four (4) previously approved lots which will now incorporate the private road. The new subdivision maintains the east/west corridor connecting Frank E. Rodgers Boulevard South and Pete Higgins Boulevard. Without a street name identified yet, this new private right-of-way is currently referred to as the "Retail Corridor," as it is proposed to be a central retail thoroughfare, in accordance with the Buildout Road Network Map and the Ground Floor Land Uses Map of the adopted Waterfront

Redevelopment Plan.

17. The Board finds the subdivision and right-of-way dedication are integral parts of the overall development of the Property. It is necessary in order to promote a more aesthetically pleasing look to the buildings, a safer pedestrian and vehicular traffic flow and adequate off-street parking for the retail uses.

J. PUBLIC PORTION

18. During the public portion of the hearing, no person came forth.

K. CONCLUSION

19. Subject to the conditions of this Resolution, this application meets requirements for the granting of amended preliminary and final major site plan approval and amended preliminary and final site plan approval.

III. APPROVAL AND CONDITIONS

NOW, THEREFORE, BE IT RESOLVED that this application by BLOCK A PARTNERS URBAN RENEWAL I, LLC for preliminary and final major site plan approval and preliminary and final major subdivision approval be and hereby is granted subject to the following conditions:

1. Compliance with all applicable Town, County, State, and Federal laws, ordinances, regulations, and directives.
2. All construction, use and development of the Property shall be in conformance with the Plans approved herein, all findings, conclusions, terms and conditions of this resolution and, to the extent not inconsistent therewith, all representations of Applicant and its witnesses during the public hearing. Any material deviation from the terms of this condition shall be deemed a violation of the Land Development Ordinance.
3. Applicant shall not begin any land disturbance (with the exception of disturbance incidental to demolition work or environmental remediation work pursuant to permits properly issued by the Construction Official and/or NJDEP, as the case may be) or construction pursuant to the approved Plans, and the Construction Official shall not issue a permit for construction on any approved lot, until:
 - (a) The approved Plans have been signed by the Board Chairman and Secretary and released to Applicant;
 - (b) Applicant has submitted an engineer's estimate for all proposed work (both on-tract and off-tract) and, upon acceptance of the estimate by the Town Engineer or his designee, has posted inspection fees as required by ordinance;
 - (c) Applicant has arranged for and attended a preconstruction meeting with the Town

Engineer and such other Town officials as the Town Engineer shall designate; and

- (d) Applicant has obtained road opening permits for all work to be performed within a public street. Thereafter, Applicant shall comply with all applicable road opening permit requirements in the course of the work.
- 4. Before the Board Chairman and Secretary sign the approved Plans:
 - (a) Applicant shall submit to the Board Engineer (a) proof that it has obtained approvals from all other governmental authorities with jurisdiction, or (ii) a certification from its engineer or attorney that no such approvals are required. Such authorities shall include, to the extent applicable, and without limitation, the County of Hudson (the "County") (for required traffic signal timing adjustments and coordination of signal phasing), the Hudson County Planning Board, Hudson-Essex-Passaic Soil Conservation District, New Jersey Department of Environmental Protection (including treatment works approval, flood hazard permit, and any approvals required by the Bureau of Safe Drinking Water) and New Jersey Department of Transportation.
 - (b) Applicant shall have paid all required application fees and technical review fees.
 - (c) Applicant shall submit six (6) complete sets of the Plans approved herein, with the following revisions, all of which shall be submitted to and approved by the Board Engineer.
 - (d) All plans and reports submitted by the applicant shall conform to the conditions and provisions in the letter from T&M Associates (Board Engineer's Review Letter), and from Heyer Gruel & Associates (Board Planner's Memorandum), both of which are attached hereto and incorporated herein by reference; the reports are attached as Exhibits A (T&M Associates) and B (Heyer Gruel & Associates).
 - (i) The Plans shall be revised to address all outstanding comments of the Town Engineer, Board Engineer, Town Planner, and Board Attorney. Comments of the Board Attorney calling for a response from another Town or Board professional shall be deemed to be outstanding until such time as the response has been given, and addressed to the satisfaction of the responding Town or Board professional.
 - (e) Applicant shall enter into a developer's agreement with the Town of Harrison. The agreement shall include, but shall not be limited to provisions governing (i) Applicant's responsibility for all traffic improvements (signal timing adjustments and signal phasing coordination) in conformance with the conditions of this resolution, (ii) Applicant's responsibility for contribution towards open space or recreation, and (iii) Applicant's obligation to deliver to the Town of Harrison, at such time(s) as may be required by the Town Attorney, iv) specifications and details setting forth Applicant's responsibility to maintain the private right-of-way

in a clean condition free of snow, ice and debris; (v) an arrangement for the Town to collect parking meter revenue and determine the street signage for parking, etc.; (vi) Applicant shall maintain, repair and replace as necessary, at its own cost and expense, the underground stormwater basins/systems. For the avoidance of doubt, no street dedication is anticipated, due to the private nature of the roadway being proposed.

- (f) Applicant shall provide performance guarantees for this particular project for improvements to all public right-of-ways, and for any and all other improvements to be dedicated to the Town of Harrison. The requirement for a performance guaranty for these improvements shall conform to all applicable Redevelopment Plan standards. The amount of the performance guaranty for these permanent improvements (including the required 10% cash portion of the guarantee) shall be subject to adjustment on the third anniversary date of the issuance of the performance guaranty and on every three-year anniversary date thereafter, in order to account for changing construction costs. Such performance guarantees shall be satisfactory in form to the Town Attorney, and in amount to the Board Engineer. All such performance guarantees shall conform with all applicable provisions of the Municipal Land Use Law and the Land Development Ordinance.
- (g) Applicant shall deliver to the Town Clerk a performance guaranty that shall be satisfactory in form to the Town Attorney and in amount to the Board Engineer. The performance guaranty must meet all applicable requirements of N.J.S.A. 40:55D-53 and Ordinance Section 17-105.1. The amount of the performance guaranty (including the cash portion) shall be subject to adjustment on the third anniversary date of its issuance, and on every three-year anniversary date thereafter, in order to account for changing construction costs. In the event the County insists upon delivery of the same performance guaranty, and the same provision for periodic adjustments, in *its* favor, Applicant shall, in lieu of the performance guaranty required by this condition, deliver to the Board Engineer proof that such guaranty has been delivered to the County.
- (h) All bonds to be posted to the Town by the Applicant shall be directly and solely related to the particular phase of building construction.
- (i) Applicant shall supply "will-serve" letters from all utilities providing service to the project.

5. Applicant shall provide maintenance guarantees for all improvements covered by a performance guarantee. A maintenance guarantee shall be provided for each improvement prior to the release of the performance guarantee (or any portion thereof) given for such improvement. Such maintenance guarantee shall be governed by all applicable provisions of the Municipal Land Use Law and the Land Development Ordinance. Such maintenance guarantees shall be satisfactory in form to the Town Attorney and in amount to the Town Engineer.

6. All site improvements, underground stormwater basins/systems, screening, fencing and landscaping required by the approved Plans or the terms and conditions of this resolution shall be maintained in good condition for so long as any building, structure, or use

approved herein shall remain on the Property.

7. Applicant's construction activities shall be limited to those hours permitted by ordinance.

8. **ALL NOTES INCLUDED IN THE APPROVED PLANS, INCLUDING NOTES REQUIRED BY THIS RESOLUTION, SHALL BE DEEMED TO BE CONDITIONS OF APPROVAL HAVING THE SAME FORCE AND EFFECT AS CONDITIONS EXPRESSLY SET FORTH HEREIN.**

9. In the event Applicant fails to obtain approvals from any other governmental agency having jurisdiction, and addressing such failure requires (directly or indirectly) any change (other than a *de minimis* change) in the Plans approved herein, or in the event the approval granted by any other governmental agency with jurisdiction requires (directly or indirectly) any change in the approved Plans (other than a *de minimis* change) Applicant shall return to the Board to seek amended development approvals for any and all resulting changes.

10. In the event Applicant fails to satisfy any condition of this resolution, Applicant shall return to the Board to seek amended development approvals or other appropriate relief.

11. Except to the extent modified hereinbefore, all conditions and requirements of the Board Resolution for Case #2201, shall remain in full force and effect.

Voting to Approve Application Subject to Formal Resolution Detailing Conditions:

	Yes	No	Abstain	Not Voting
Chairperson Arthur Pettigrew	X			
Vice-Chairperson John Mulrenan	X			
Member Edward Azevedo	X			
Councilman Member Laurence Bennett	X			
Member Ricky Holloway				Not Present
Member Carlos Mariano	X			
Member Matthew Ravo				Not Present
Member John Starr	X			
Member John Thomas	X			

Voting to Approve This Formal Resolution Detailing Conditions:

	Yes	No	Abstain	Not Voting
Chairperson Arthur Pettigrew	✓			
Vice-Chairperson John Mulrenan	✓			
Member Edward Azevedo	✓			
Councilman Member Laurence Bennett	✓			
Member Ricky Holloway				✓
Member Carlos Mariano	✓			
Member Matthew Ravo				✓

Member John Starr	<input checked="" type="checkbox"/>			
Member John Thomas	<input checked="" type="checkbox"/>			

I certify that this is a true copy of a resolution duly adopted by the Town of Harrison Planning Board at a regular public meeting held on March 27, 2024. This resolution memorializes an action of the Board taken on **February 28, 2024**.

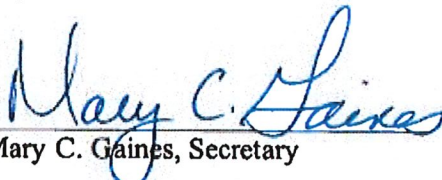

 Mary C. Gaines, Secretary

Exhibit “B”

Site Improvements Engineer’s Estimates for All Phases

TOWN OF HARRISON

Meeting Date: 02/03/2026

Committee: Finance

Resolution #: 2026-02-

Presented by Councilperson:
Delfim Sarabando



HUDSON COUNTY

A RESOLUTION OF THE MAYOR AND COUNCIL AUTHORIZING
THE TOWN OF HARRISON TO TERMINATE PARTICIPATION IN THE
NEW JERSEY STATE HEALTH BENEFITS PLAN

WHEREAS: The Town of Harrison has been providing health insurance benefits to its eligible employees through participation in the New Jersey State Health Benefits Plan (“SHBP”); and

WHEREAS: Due to the sharp increase in premiums under the SHBP starting January 1, 2026, the Mayor and Council believes that it is in the best interests of the Town and its employees and taxpayers to terminate participation in the SHBP and to provide health insurance benefits to its eligible employees through the NJ Solutions Joint Health Insurance Fund (the “Fund”); and

WHEREAS: The SHBP requires that the attached “RESOLUTION: Terminate Participation in SHBP/SEHBP” (the “RESOLUTION”) be completed and by the Town and filed with the New Jersey Division of Pensions & Benefits (the “Division”) a minimum of 60 days prior to termination of participation; and

WHEREAS: The Mayor and Council desire to complete and file the RESOLUTION as soon as possible to terminate participation in the SHBP effective May 1, 2026.

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

THAT: The Mayor and appropriate Town officials be and the same are hereby authorized to complete the attached RESOLUTION as soon as possible and file same with the Division so as to terminate participation in the SHBP effective May 1, 2026; and

THAT: The Mayor and appropriate Town officials be and the same are hereby authorized to take any and all such further action as is required to effectuate the purposes of this Resolution.

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

I hereby certify this to
be a true and correct copy

Paul J. Zarbetski, Town Clerk



State Health Benefits Program (SHBP) & School Employees’ Health Benefits Program (SEHBP)
RESOLUTION: Terminate Participation in SHBP/SEHBP

To be completed by the employing agency’s Certifying Officer.

A resolution to terminate all participation under the SHBP and SEHBP (including prescription drug plan and/or dental plan coverage).

BE IT RESOLVED:

1. The _____

Corporate Name of EmployerSHBP/SHEBP Employer Location Number
- hereby resolves to terminate its participation in the Program (Medical Plan, Prescription Drug Plan, and/or Dental Plan coverage) thereby canceling coverage provided by the SHBP and/or SEHBP (N.J.S.A. 52:14-17.25 et seq.) for all its active and retired employees.
2. We shall notify all active employees of the date of their termination of coverage under the Program.
3. We understand that the New Jersey Division of Pensions & Benefits (NJDPB) will notify retired employees of the _____ cancellation of their coverage.
4. We understand that all COBRA participants will be notified by the NJDPB and advised to contact our office concerning _____ a possible alternative health, prescription drug, and dental insurance plan.
5. We understand that this resolution shall take effect the first of the month following a 60-day period beginning with the receipt of the resolution by the State Health Benefits Commission or School Employees’ Health Benefits Commission.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

Corporate Name of Employer

Phone Number

Street Address

City

State

Zip Code

Print Official

Title

Name Email

Address

Signature

Date

Number (EIN)

of Employees Employer’s State

Employer Identification

Number

Please complete page 2 of this form.

Type of funding method with the new contract:

☐ Conventionally _____ insured

RESOLUTION: Terminate Participation in SHBP/SEHBP

☐ Minimum _____ premium

☐ Administrative Services Only (ASO)

☐ Other _____ (please _____ list)

☐ New ☐ Health ☐ Carrier

☐ New Prescription Drug Carrier

☐ New Dental Plan Carrier

☐ Reason for termination from the SHBP/SEHBP

**Mail Completed Resolution to: New Jersey Division of Pensions & Benefits
Health Benefits Bureau
P.O. Box 299
Trenton, NJ 08625-0299**

Or Email: Your Designated NJDPB Health Benefits Group Email Box found on the Resources & Support page in your Benefit solver Administrator account.

TOWN OF HARRISON

Meeting Date: 02/03/2026

Committee: Finance

Resolution #: 2026-02-



Presented by Councilperson:
Delfim Sarabando

HUDSON COUNTY

A RESOLUTION OF THE MAYOR AND COUNCIL AUTHORIZING THE TOWN OF HARRISON TO JOIN THE NJ SOLUTIONS JOINT HEALTH INSURANCE FUND

WHEREAS: A number of public entities in the State of New Jersey have joined together to form the NJ Solutions Joint Health Insurance Fund, hereafter referred to as the "Fund," as permitted by N.J.A.C. 11:15-3.1, *et. seq.*, N.J.S.A. 17:1-8.1, *et. seq.*, and N.J.S.A. 40A:10-36, *et. seq.*, and

WHEREAS: The Fund was approved to become operational by the Department of Banking and Insurance and the Department of Community Affairs (collectively, the "Departments") and has been operational since that date; and

WHEREAS: The statutes and regulations governing the creation and operation of a joint insurance fund in the State of New Jersey contain certain restrictions and safeguards in connection with the administration of the public interest entrusted to such a Fund; and

WHEREAS: The Mayor and Council of the Town of Harrison, hereinafter referred to as "Local Unit," has studied the feasibility of joining the Fund and has determined that membership in the Fund is in the best interests of the Local Unit.

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

THAT: Execution of the application for membership in the Fund, including any and all documents and/or certifications as may be necessary, in order for the Local Unit to complete the application process and join the Fund, is hereby authorized; and

THAT: The Local Unit shall become a member of the Fund for an initial period outlined in the Local Unit's Indemnity and Trust Agreement, subject to the approval of the Fund Commissioners, which in no event shall exceed three (3) years as prescribed in N.J.A.C. 11:15-3.3(a); and

THAT: The Local Unit shall participate in the following types of coverages offered by the Fund: Health Insurance and/or Prescription Insurance and/or Dental Insurance and/or Medicare Advantage/Employer Group Waiver Program as defined pursuant to N.J.S.A. 17B:17-4, the Fund's Bylaws, and Plan of Risk Management; and

THAT: Adoption and approval of the Fund's Bylaws, a true and correct copy of which is annexed hereto as Attachment A, which has been approved by the Departments, is hereby authorized; and

THAT: Execution of the Local Unit's Indemnity and Trust Agreement, a true and correct copy of which is annexed hereto as Attachment B, which has been approved by the Departments, is hereby authorized.

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

THAT: The Local Unit certifies, pursuant to N.J.A.C. 11:15-3.3(a), that the Local Unit has never defaulted on claims under a self-insured plan and that it has not had its insurance canceled for nonpayment of premium for a period of at least two (2) years prior to this application; and

THAT: The Local Unit is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as required by the Fund's

Bylaws, and to deliver these documents to the Fund’s Executive Director with the express reservation that these documents shall become effective only upon on acceptance of the Fund’s Bylaws as prescribed in N.J.A.C. 11:15-3.3(a); and

THAT: This resolution shall take effect upon its passage.

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

I hereby certify this to
be a true and correct copy

Paul J. Zarbetski, Town Clerk

NJ SOLUTIONS JOINT HEALTH INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS INDEMNITY AND TRUST AGREEMENT (the “Agreement”) made this ____ day of _____ 2025, by and between the NJ Solutions Joint Health Insurance Fund, referred to herein as the “Fund”, and the governing body of the [LOCAL UNIT No. 1], a duly constituted Local Unit of Government, hereinafter referred to as “Local Unit”.

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the Local Unit has agreed to become a member of the Fund in accordance with and to the extent provided for in the Bylaws of the Fund and in consideration of such obligations and benefits to be shared by the membership of the Fund;

NOW THEREFORE, it is agreed as follows:

1. The Local Unit accepts the Fund’s Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.

2. The Local Unit agrees to participate in the Fund with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the Local Unit’s resolution to join.

3. The Local Unit agrees to become a member of the Fund and to participate in the health insurance coverages and or prescription coverages and/or dental coverages offered by the Fund (subject to early release or termination pursuant to the Bylaws), such membership to commence on January 1, 2026 and ending on December 31, 2028 at 11:59 PM.

4. The Local Unit certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.

5. In consideration of membership in the Fund, the Local Unit agrees that it shall jointly and severally assume and discharge the liability of each and every member of the Fund, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the Fund shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the Local Unit is pledged to the punctual payments of any sums which shall become due to the Fund in accordance with the Bylaws thereof, this Agreement or any applicable statute and/or regulation. However, nothing herein shall be construed as an obligation of the Local Unit for claims and expenses that are not covered by the Fund, or for that portion of any claim or liability within the Local Unit retained limit or in an amount which exceeds the Fund’s limit of coverage.

6. If the Fund in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorneys’ fees and/or court costs, the Local Unit agrees to reimburse the Fund for all such reasonable expenses, fees, and costs on demand.

7. The Local Unit and the Fund agree that the Fund shall hold all moneys in excess of the Local Unit’s retained loss fund paid by the Local Unit to the Fund as fiduciaries for the benefit of Fund claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The Fund shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 et. seq., and such other statutes and/or regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance;

- b) Employee contributions to contributory group health insurance;
- c) Employer contributions to contingency account;
- d) Employee contributions to contingency account; and
- e) Other trust accounts as required by the Commissioner of Insurance.

9. Notwithstanding Section 8 above, the Fund shall not be required to establish separate trust accounts for employee contributions provided the Fund provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each Local Unit of government who shall become a member of the Fund shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

11. This Indemnity and Trust Agreement satisfies the requirements set forth in Section 2.01 of the Fund’s Bylaw.

ATTEST

[LOCAL UNIT No. 1]

BY: _____

ATTEST

NJ SOLUTIONS JOINT HEALTH INSURANCE FUND

BY: _____

TOWN OF HARRISON

Meeting Date: 02/03/2026

Committee: Finance

Resolution #: 2026-02

Presented by Councilperson:
Delfim Sarabando



HUDSON COUNTY

A RESOLUTION AUTHORIZING TO PROVIDE FOR TEMPORARY
EMERGENCY APPROPRIATIONS TO THE 2026 MUNICIPAL
OPERATING BUDGET

WHEREAS: An emergency has arisen with respect to the payment of various bills prior to the adoption of the 2026 Municipal Budget; and

WHEREAS: Adequate provisions will be made in the 2026 Municipal Budget, which has not been Adopted; and

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

WHEREAS: The total emergency appropriation resolution adopted in the year 2026 pursuant to Provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$17,669,492.69.

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

THAT: With not less than two-thirds of all members affirmatively concurring, in accordance with N.J.S.A. 40A:4-20, a temporary emergency appropriation be and the same is made for the following line item appropriations to be provided in full in the 2026 Municipal Operating Budget under the titles of:

GENERAL GOVERNMENT:

Elections	Salaries & Wages	4,000.00
Elections	Other Expenses	13,200.00
Human Resources	Salaries & Wages	12,500.00
Governing Body	Salaries & Wages	15,000.00
Town Clerk	Salaries & Wages	129,000.00
Administrative & Exec.	Other Expenses	10,000.00
Finance	Salaries & Wages	130,000.00
Finance	Other Expenses	2,000.00
Bond Registration	Other Expenses	39,000.00
Collection of Taxes	Salaries & Wages	120,000.00
Collection of Taxes	Other Expenses	4,000.00
Assessment of Taxes	Salaries & Wages	21,000.00
Legal Services	Salaries & Wages	23,000.00
Legal Services	Other Expenses	50,000.00
Engineering Services	Other Expenses	59,000.00
Information Technology	Salaries & Wages	73,000.00
Information Technology	Other Expenses	100,500.00
Planning Board	Other Expenses	10,500.00
Zoning Board	Other Expenses	2,500.00
Construction Official	Salaries & Wages	157,000.00
Construction Official	Other Expenses	4,000.00
Sub-Code Official	Salaries & Wages	14,200.00
Sub-Code Official	Other Expenses	24,000.00
Employee Group Health	Other Expenses	2,200,000.00
Municipal Court	Salaries & Wages	139,000.00
Municipal Court	Other Expenses	19,000.00
Public Defender	Salaries & Wages	10,000.00

PUBLIC SAFETY:

Police	Salaries & Wages	1,984,000.00
Police	Other Expenses	56,000.00
Police Clothing Allowance	Other Expenses	58,000.00
Police & Fire Radio Communications		16,000.00
Ambulance Service	Other Expenses	9,000.00
Fire	Salaries & Wages	1,700,000.00
Fire	Other Expenses	72,500.00
Fire Clothing Allowance	Other Expenses	32,000.00
Uniform Fire Safety	Salaries & Wages	38,000.00
Uniform Fire Safety	Other Expenses	1,000.00

PUBLIC WORKS:

Streets & Roads	Other Expenses	64,000.00
Traffic Signals	Other Expenses	25,000.00
Snow Removal	Salaries & Wages	149,450.00
Snow Removal	Other Expenses	162,000.00
Recycling	Salaries & Wages	7,000.00
Public Works	Salaries & Wages	473,000.00
Garbage & Trash Removal	Other Expenses	225,000.00
Buildings & Grounds	Other Expenses	161,500.00
Public Vehicle Maintenance	Other Expenses	72,000.00

HEALTH & WELFARE:

Board of Health	Salaries & Wages	51,000.00
Board of Health	Other Expenses	82,500.00
Adm. of Public Assistance	Other Expenses	1,000.00
Animal Control	Other Expenses	19,000.00
Senior Citizens Center	Other Expenses	64,500.00
Transportation Sen Citizens	Salaries & Wages	36,000.00

RECREATION & EDUCATION:

Parks & Playgrounds	Salaries & Wages	130,000.00
Parks & Playgrounds	Other Expenses	20,900.00
Community Center	Other Expenses	8,000.00
Public Library	Salaries & Wages	85,000.00
Public Library	Other Expenses	23,000.00
Postage	Other Expenses	19,900.00
Celebration of Public Events	Other Expenses	2,000.00

UTILITIES:

Gas & Electric	Other Expenses	75,000.00
Street Lighting	Other Expenses	152,000.00
Telephone	Other Expenses	21,000.00
Gasoline & Diesel	Other Expenses	33,000.00

UNCLASSIFIED:

Public Employees Retirement System	987,597.00
Police & Firemen's Retirement System	3,945,521.00
Social Security	175,000.00
Defined Contribution Retirement Program	25,000.00
Shared Services Bergen County	396,857.00

DEBT SERVICE

Capital Lease Obligations Interest	135,421.88
Bond Principal	420,000.00
Interest on Bonds	175,818.80
Developer Bonds Principal & Interest	532,838.67
Loan Repayments Principal & Interest	1,207,178.34
School Bond Principal	70,000.00
School Bond Interest	83,610.00

TOTAL MUNICIPAL APPROPRIATIONS

17,669,492.69; and

THAT: Said Temporary Appropriations with be provided for full in the 2026 Municipal Operating Budget under the titles set forth above; and

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

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

I hereby certify this to
be a true and correct copy

Paul J. Zarbetski, Town Clerk

TOWN OF HARRISON

Meeting Date: 02/03/2026

Committee: Finance

Resolution #: 2026-02-

Presented by Councilperson:
Delfim Sarabando



HUDSON COUNTY

A RESOLUTION AUTHORIZING TO PROVIDE FOR TEMPORARY
EMERGENCY APPROPRIATIONS TO THE 2026 WATER AND SEWER
UTILITY BUDGET

WHEREAS: An emergency has arisen with respect to the payment of various bills prior to the adoption of the 2026 Water and Sewer Utility Budget; and

WHEREAS: Adequate provisions will be made in the 2026 Water and Sewer Utility Budget, which has not been Adopted; and

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

WHEREAS: The total emergency appropriation resolution adopted in the year 2026 pursuant to Provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$647,000.00.

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

THAT: With not less than two-thirds of all members affirmatively concurring, in accordance with N.J.S.A. 40A:4-20, a temporary emergency appropriation be and the same is made for the following line item appropriations to be provided in full in the 2026 Water and Sewer Utility Budget under the titles of:

WATER and SEWER UTILITY OPERATING FUND		
Salaries and Wages	\$	25,000.00
Other Expenses		20,000.00
Sewer Disposal (PVSC)		275,000.00
Water Purchases		325,000.00

STATUTORY EXPENDITURES		
Social Security System		2,000.00

TOTAL WATER and SEWER UTILITY APPROPRIATIONS \$ 647,000.00; and

THAT: Said Temporary Appropriations with be provided for full in the 2026 Water and Sewer Utility Budget under the titles set forth above; and

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

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

I hereby certify this to
be a true and correct copy

Paul J. Zarbetski, Town Clerk

TOWN OF HARRISON

Meeting Date: 02/03/2026

Committee: Finance

Resolution #: 2026-02-



Presented by Councilperson:
Delfim Sarabando

HUDSON COUNTY

A RESOLUTION AUTHORIZING TO PROVIDE FOR TEMPORARY
EMERGENCY APPROPRIATIONS TO THE 2026 PARKING UTILITY
BUDGET

WHEREAS: An emergency has arisen with respect to the payment of various bills prior to the adoption of the 2026 Parking Utility Budget; and

WHEREAS: Adequate provisions will be made in the 2026 Parking Utility Budget, which has not been Adopted; and

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

WHEREAS: The total emergency appropriation resolution adopted in the year 2026 pursuant to Provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$2,758,637.50

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

THAT: With not less than two-thirds of all members affirmatively concurring, in accordance with N.J.S.A. 40A:4-20, a temporary emergency appropriation be and the same is made for the following line item appropriations to be provided in full in the 2026 Parking Utility Budget under the titles of:

PARKING UTILITY OPERATING FUND		
Salaries and Wages	\$	25,000.00
Other Expenses		50,000.00
DEBT SERVICE		
Bond Principal		1,250,000.00
Interest on Bonds		1,430,637.50
STATUTORY EXPENDITURES		
Social Security System		3,000.00
TOTAL PARKING UTILITY APPROPRIATIONS		\$ 2,758,637.50; and

THAT: Said Temporary Appropriations with be provided for full in the 2026 Parking Utility Budget under the titles set forth above; and

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

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

I hereby certify this to
be a true and correct copy

Paul J. Zarbetski, Town Clerk

TOWN OF HARRISON

Meeting Date: 02/03/2026

Resolution #: 2026-02-



HUDSON COUNTY

Committee: Finance

Presented by Councilperson:
Delfim Sarabando

A RESOLUTION FOR PAYMENT OF BILLS AND PAYROLLS

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

- THAT:

The Chief Financial Officer is hereby directed to pay the bills certified by the Heads of the Departments and approved by the respective committees of the Council (attached).
- THAT:

The Chief Financial Officer is hereby authorized to issue the payrolls during the month of February 2026, and the payrolls for the month of January 2026 are hereby ratified and confirmed and are on file in the Finance Office.

Town Council	Moved	Seconded	Yes	No	Abstain	Absent
L. BENNETT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. CAMANO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. DOLAGHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DORAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. HUARANGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. DIACO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SARABANDO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. VILLALTA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. FIFE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

James A. Fife, Mayor

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Paul J. Zarbetski, Town Clerk