Minutes

Mayor and Municipal Council Regular Meeting
of Township of Belleville at Council Chambers - Town Hall,
152 Washington Avenue, Belleville, New Jersey,
Tuesday, September 23, 2025, at 6:00 p.m.

Call to Order: By Mayor Michael Melham at 6:02 p.m.

Members Present: Council Member Vincent Cozzarelli, Naomy DePeña, Thomas Graziano, Diana Guardabasco, Tracy J. Muldrow (via phone), Frank Velez III and Mayor Michael A. Melham

Also Present: Township Attorney Steven Martino, Township Manager Brian Banda, Police Chief Mark Minichini and Municipal Clerk Alberto Cabrera

Pledge of Allegiance: By Mayor Michael Melham

Sunshine Law:

Pursuant to the requirements of the Open Public Meetings Act (Chapter 231, P.L. 1975) known as the Sunshine Law, notice of this Regular meeting was published in Thursday, December 26, 2024, editions of the *Belleville Times* and *Star Ledger.* The Sunshine law was complied with by adopting and forwarding to press, posting and filing with the Municipal Clerk the annual resolution showing the date and times and place of each meeting. A copy of the annual meeting notice has been posted on the Township website and Town Hall Bulletin Board.

PROCLAMATION:

RESOLUTION #224-2025 HONORING JOSE LUIS MUSIC ACADEMY FOR THEIR 25TH ANNIVERSARY (Mayor Melham)

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N. J.

WHEREAS, Jose Luis Serrano or better known as "El Maestro" is the owner and founder of Serrano's Academy in Belleville, where he has been an educational inspiration by sharing his musical experience with students for a quarter of a century. Jose was born and raised in Newark, New Jersey where he first discovered his profound obsession with musical instruments at the age of eight years old, when his uncle placed a guitar in his hands.

WHEREAS, Jose who is a master of more than a dozen instruments attended Jersey City State College as a French horn major and began teaching in the Newark Public School system immediately after graduation. Throughout the years he taught elementary, middle school, and high school level music classes and acted as the orchestra and marching band director. Jose later in life returned to school to obtain an M.M. (Masters in Music) degree in Jazz Performance from New Jersey City University.

WHEREAS, Jose who is currently a resident of Belleville for 31 years, has been married to his wife Ana for 46 years and raised two beautiful daughters Joannie and Janice who share their father's passion for music. Joannie, who played classical piano for 12 years, taught piano for two years when the Serrano Academy opened in 2000 and now runs the front desk as the office manager.

WHEREAS, Jose, although overwhelmed by influencing the minds of the future through music, Jose still found time to perform with his band "Latin Fashion", accumulatively entertaining thousands of people for 46 years with his performances and created eight music method books.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council of the Township of Belleville do hereby proclaim **Serrano's Academy**, and join in **celebrating their twenty-fifth-year anniversary** in the Township of Belleville.

PROCLAIMED on this 23rd day of September 2025

_____
Michael A. Melham, Mayor

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public Hearing on amendment of CY 2025 budget:

Motion to open to public hearing by Councilmember Cozzarelli seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public:

Vincent Frantantoni 138 Mt. Prospect Ave.:

- What is the amendment?

Frank DiMaria CFO:

- Different items, there is a $7 up take

Motion to close public hearing by Councilmember Cozzarelli seconded by Councilmember Graziano Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Adoption of CY 2025 Municipal Budget:

RESOLUTION #067A-2025

Authorizing the approval of the amended CY 2025municipal budget. (Frank DiMaria)

Motion to adopt CY 2025 municipal budget as amended by Councilmember Velez seconded by Councilmember Graziano Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Work Session/Council Discussions:
Mayor Melham:

a) "Six years, still waiting for recorded phone line"

Brian Banda:

- We signed PO and will start soon.

Councilman Graziano:

- We were going to start last week, but we needed electricity.
- P.D. has a separate recording system
- You will have hardware in all departments; however not all departments cannot be recorded
- Attorneys must make policies
- Cost is one-time fee for hardware and installation
- Annual membership fee

Police Chief Mark Michini:

- Who will monitor the recordings

Councilwoman DePeña:

- What does this look like? Manuals, policies?

Steve Martino, Township Attorney:

- You do not have to tell anyone that you're being recorded.
- Policy manual can state recording procedure

b) Part 2 – Fire Prevention Inspection budget (income and expenses)
- Program- Data base is being formulated
- 14,000 inspections yearly
- 7,000 units in township

Councilman Cozzarelli:
- Where is the department going to be located?

Manager Brian Banda:
- Ordinance will be in place tonight.
- Office will be in Fire HQ.
- All businesses are inspected yearly and all others every so many years.

Councilman Velez:
a) Community Meeting on Parking Feedback
- Great meeting at Senior Center.
- Council members Graziano and Cozzarelli were present.
- Good feedback- Some anger.

All the information gathered will be shared with Mayor and Council.

Mayor Melham:
- What are their concerns?

b) Solar Safety Stick Questions
- PD takes pictures, reviews and mail out tickets.

c) Grant Team Presentation Request
- Public presentations in the future to inform residents of grants.

d) Nolton Street Parking
- Why is only one-sided parking permitted.
- Emergency vehicles must be able to go through.

Frank DiMaria:
a) Health Benefits
- Risk Mangers letter - $1Million increase

Brian Banda:
a) Raffle License Procedure

Clerk Albert Cabrera:
- The state is backed up with licenses.
- This will allow me to approve licenses once it gets approved by the state.
- After licenses are approved I will make a list and place them on agenda under communications.

Mayor Melham

- State is still working from home.

Mayor and Council approve adopting a resolution authorizing the Municipal Clerk to approve and sign off on all Legalized Games of Chance Control Commission raffle licenses

Clerk is directed to draft resolution for Mayor and Council approval at the next council meeting

b) Bus Shelter By Clara Maass – Are we ok with doing a resolution of support.

Township Attorney Steve Martino:

- The township will have to maintain the bus shelters.

Mayor Melham:

- We are supposed to get a portion of the cost of the ad. Have we received anything?

c) Parking Study – Parking problems and were to go next

d) Mill Street Park – Did they review the concept plan

- Please review concept plan design, do you like it? Want any changes?

Councilwoman Guardabasco:

- Can we get a swing.

Manager's Report:

- PD completed the handicap parking review; 34 spaces are being removed that are no longer being used. Application program has reopened.
- PD are still painting curbs, currently at Silver Lake.
- Fairway Park pump station should be completed by tomorrow.
- Fairway Park is under construction again, dog park and community garden.
- Streetscaping upgrades will be done on Franklin Ave and Continental.
- DOT has stopped and they are working on some other underground issues.
- Little Legue and Friendly house will be getting security updates and internet.
- Friendly house floor will be redone.
- Courtroom updates should start tomorrow
- Contract negotiations have started.

Councilman Cozzarelli:

- Can we do adult leagues once the floor at the friendly house is done.
- Where are we with taking credit cards? Do you have a projected date when we can accept credit cards?

Mayor's Report:

Upcoming Events:

- Tomorrow Blood drive information on township website
- Tuesday, September 30th County Road to Wellness
- Thursday, October 4th Seniors interest in the Tax relieve information workshop will be done at the Senior Center.
- Townwide Garage Sale, October 4th Saturday and 5th Sunday, register in advance.
- Saturday, October 4th Our annual Food Truck Festival.
- Sunday, October 5th Fire Prevention Open House
- Friday, October 10th Cuban Flag raising and Saturday, October 11th, Rhythm and Roots
- Sunday, October 12th Italian Flag raising, followed by the Nutley-Belleville

Past Events:

- Ended Summer Concert Series, with Country concert and Fireworks.
- End of Summer Senior BBQ
- September 11th Ceremony
- Great Shred Day
- Puerto Rican Flag raising
- Annual BP VS PR Softball game
- Motorcycle Mall 50th Year Anniversary
- Polling locations will change once again
- Early Voting October 26 through November 2nd

Approval of Minutes:

- September 10, 2025 – Special Meeting

Motion to approve by Councilmember DePeña seconded by Councilmember Velez
Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham
Nays: None Absent: Abstain: None

Communications:

a.) Cuban Flag Raising on October 10, 2025, at 10am
b.) Columbus Day Parade and Flag Raising Ceremony on October 12, 2025, at 9am
c.) Mayor Melham's "Mayoral Medals of Achievement" – Basketball Essex County Suburban 6th Grade Champions-Medals #061to 070
d.) Mayor Melham's "Mayoral Medals of Achievement" – Belleville Jr. Bucs Rec. Track & Field -2025 EC-Suburban League Track & Field Championship -Medals #075 to 098

e.) Mayor Melham's "Mayoral Medals of Achievement" – LL Baseball LL World Series Champions-Medals #099 to 111

Ordinances:

Ordinance#44-25
Ordinance for Possible Adoption

AN ORDINANCE AMENDING CHAPTER 13A-9 OF THE CODE OF THE TOWNSHIP OF BELLEVILLE-UNIFORM SAFETY ACT

Chapter 13A. Uniform Fire Safety Act Amended as follows:

§ 13A-9. ADDITIONAL REQUIRED INSPECTIONS AND FEES.
[Ord. No. 2213 § 8; Ord. No. 2972; Ord. No. 3012]

The fees for the certificate of compliance by the Fire Prevention Bureau shall be as follows:

NLHU Businesses (ANNUAL)

Type	Square footage	Fee
NLH Business	Up to 1000 sq ft	$150
	1000-5000 sq ft	$200
	Above 5000 sq ft	$300

3 Family & above- Common area (ANNUAL)

Type	Units	Fee
Residential	3-4	$100
Common area	5-29	$150
	30-99	$200
	100+	$300

3 Family & above- Unit Inspections (EVERY 3 YEARS)

Type	Units	Fee
Residential	3+	$10 per unit
Unit Inspections		

Motion to open to public by Councilmember DePeña seconded by Councilmember Guardabasco Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public:

Michael Sheldon 47 Floyd St.

- Ordinance effective after final passage, 20 days

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #45-25
Ordinance for Possible Adoption

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, CHAPTER 8-2.5, NO PARKING TRUCKS DURING CERTAIN HOURS

It shall be unlawful for the owner of operator of a truck tractor, trailer, semi-trailer, school buses including Type I and Type II school vehicles as defined in NJ 39:1-1, omnibus vehicles (including taxis), limousines, motorized motor homes (a vehicle equipped with sleeping, kitchen, or bathroom facilities), any vehicle with commercial registration, any vehicle with business signs, business decals or any business advertisement, any vehicle that is used for commercial purposes to park such vehicles on any street in the Township of Belleville between the hours of 9:00 P.M. and 6:00 A.M.

This ordinance shall become effective immediately upon final passage and publication as provided by law.

Motion to open to public by Councilmember DePeña seconded by Councilmember Guardabasco Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public:

Mario Drozdz 95 Bell St.

- Weight size on trucks
- Plow makes it a commercial vehicle

Adrian Campos 9 Preston St

- I have a large family, 5 kids.
- I have a passenger van

Motion to close public portion by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Motion to Adopt by Councilmember DePeña seconded by Councilmember Guardabasco Ayes: DePeña, Guardabasco and Mayor Melham Nays: Cozzarelli, Graziano, Muldrow and Velez Absent: None Abstain: None

Ordinance #45-25 Failed to be adopted

Ordinance #46-25
Ordinance for Possible Adoption

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, CHAPTER 8-8, DESIGNATED LOADING ZONES

Section I: that section 8-8, Schedule X of the entitled ordinance is hereby amended by ADDING the following location to be designated as a Loading Zone for use by Michael's Roscommon House, 531 Joralemon Street Sunday through Saturday 10:00 A.M. – 10:00 P.M. Loading Zones are also to be Tow Away Zones during times that parking is prohibited.

NAME OF STREET	SIDE	LOCATION
Joralemon Street the	South	Beginning at a point 65' West of S/W apex of Joralemon Street/ Passaic Avenue and continuing to a point 45' West thereof;

Section II: This ordinance shall become effective immediately upon final passage and publication as provided by law.

Motion to open to public by Councilmember Guardabasco seconded by Councilmember DePeña Ayes: DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: Cozzarelli

Public:

Vincent Frantantoni

- This business has a loading zone on this side

Motion to close public portion and adopt by Councilmember DePeña seconded by Guardabasco Councilmember Ayes: DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: Cozzarelli

Ordinance #47-25
Ordinance for Possible Adoption:

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, CHAPTER 8-2.2, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS

Section I: that section 8-2.2, schedule I of the entitled ordinance is hereby amended by **DELETING** the following location:

NAME OF STREET	SIDE	LOCATION
Stephens Street	West	From Rutgers Street to Belleville Avenue

Section II: This ordinance shall become effective immediately upon final passage and publication as provided by law.

Motion to open to public by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public:

Michael Sheldon 47 Floyd St.

- **Rutgers to Belleville Ave. parking.**

Motion to close public portion and adopt by Councilmember DePeña seconded by Cozzarelli Councilmember Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #48-25

Ordinance for Possible Adoption:

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, CHAPTER 8-6A, FOUR WAY STOP INTERSECTIONS DESIGNATED

Section I: that section 8-6A, schedule VIIIA of the entitled ordinance is hereby amended by ADDING the following locations:

Intersection	Stop Sign On
Holmes Street and Ralph Street	All Four Directions

Section II: This ordinance shall become effective immediately upon final passage and publication as provided by law.

Motion to open to public by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

No Public Comments

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #49-25

Ordinance for Possible Adoption

AN ORDINANCE REPEALING ORDINANCE#38-25, FIXING PERSONNEL POSITIONS, SALARIES, WAGES AND COMPENSATION AMOUNTS AND RATES

BE IT ORDAINED by the Mayor and Council of the Township of Belleville, County of Essex, State of New Jersey:

SECTION I

The base salaries, ranges and rates are adopted for employee categories as per the guides in this ordinance.

SECTION II

Longevity and other benefits shall be paid in accordance with Township personnel policies, collective bargaining agreements and individual employment contracts.

SECTION III

This Ordinance shall take effect twenty (20) days after final passage and publication as required by law.

SECTION IV

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

STATUTORY EMPLOYEES

Title	01/01/2023	01/01/2024	01/01/2025
Municipal Clerk.....	$123,000	$132,600	$135,252
Chief Financial Officer.....	$170,560	$173,971	$177,450
Tax Assessor.....	$132,968	$135,627	$138,340
Tax Collector.....	$125,000	$130,000	$135,000

INDIVIDUAL NON-UNION

Title	01/01/2023	01/01/2024	01/01/2025	Frequency
Township Manager	$ -	$ 69,250	$ 69,250	Annual (Stipend)
Assistant Township Manager	$ 25,200	$ 25,200	$ 25,200	Annual (Stipend)
Mayor	$ 7,000	$ 7,000	$ 7,000	Annual
Council Member	$ 6,000	$ 6,000	$ 6,000	Annual
Municipal Attorney	$ 137,291	$ 150,037	$ 153,038	Annual
Assistant Township Attorney/Prosecutor	$ -	$ -	$ 71,825	Annual
Police Chief	$ 213,616	$ 217,888	$ 222,246	Annual
Deputy Police Chief	$ 185,753	$ 189,468	$ 193,257	Annual
Fire Chief	$ 209,855	$ 214,052	$ 218,333	Annual
Deputy Fire Chief	$ 182,482	$ 186,132	$ 189,855	Annual
Planning Board Attorney	$ 1,000	$ 1,000	$ 1,000	Per Meeting
Zoning Board Attorney	$ 1,000	$ 1,000	$ 1,000	Per Meeting
Historical Society Attorney	$ 1,000	$ 1,000	$ 1,000	Per Meeting
Planning Board Secretary	$ 500	$ 500	$ 500	Per Meeting
Zoning Board Secretary	$ 500	$ 500	$ 500	Per Meeting
Rent Leveling Board Secretary	$ 500	$ 500	$ 500	Per Meeting
Historical Society Secretary	$ 500	$ 500	$ 500	Per Meeting
Municipal Court Judge	$ 86,588	$ 88,320	$ 90,086	Annual
Municipal Court Judge - Alternate	$ 250	$ 250	$ 250	Per Day
Public Defender	$ 24,327	$ 24,814	$ 25,310	Annual
Township Physician	$ 25,000	$ 25,000	$ 25,000	Annual
Public Agency Compliance Officer	$ 1,000	$ 1,000	$ 1,000	Annual (Stipend)
Affirmative Action Officer	$ 1,000	$ 1,000	$ 1,000	Annual (Stipend)
Recycling Coordinator	$ 6,000	$ 6,000	$ 6,000	Annual (Stipend)
Office of Emergency Management Coordinator	$ 10,000	$ 10,000	$ 10,000	Annual (Stipend)
Deputy Office of Emergency Management Coordinator	$ 10,000	$ 10,000	$ 10,000	Annual (Stipend)
Zoning Official	$ 17,293	$ 17,293	$ 17,293	Annual (Stipend)
Municipal Housing Liaison	$ -	$ -	$ -	
Township Engineer	$ -	$ -	$ 50,000	Minimum
	$ -	$ -	$ 200,000	Maximum
Auto Allowance	$ 75	$ 50	$ 50	Minimum (Monthly)
	$ 350	$ 350	$ 350	Maximum (Monthly)

LIUNA

Title	Year	Minimum	Maximum	Steps
Administrative Clerk	2023	$ 85,000	$ 95,000	6
	2024	$ 86,700	$ 96,900	6
	2025	$ 88,434	$ 98,838	6

Assistant Public Works Superintendent.....	2023	$ -	$ 101,706	6
	2024	$ -	$ 103,740	6
	2025	$ -	$ 105,815	6
Assistant Supervising Maintenance Repairer.	2023	$ 79,481	$ 88,289	6
	2024	$ 81,071	$ 90,055	6
	2025	$ 82,692	$ 91,856	6
Construction Official/Zoning Officer.....	2023	$ -	$ 150,891	6
	2024	$ -	$ 153,909	6
	2025	$ -	$ 156,987	6
Deputy Municipal Court Administrator.....	2023	$ 73,078	$ 80,685	6
	2024	$ 74,540	$ 82,299	6
	2025	$ 76,031	$ 83,945	6
Director of Purchasing.....	2023	$ 56,187	$ 86,527	6
	2024	$ 62,311	$ 93,258	6
	2025	$ 63,557	$ 95,123	6
Municipal Department Head.....	2023	$ -	$ 71,701	6
Recreation Department	2024	$ -	$ 90,000	6
	2025	$ -	$ 92,500	6
Municipal Department Head.....	2023	$ -	$ 16,000	
Health Department	2024	$ -	$ 16,000	
	2025	$ -	$ 16,000	
Supervising Code Enforcement Officer.....	2024	$ 10,000	$ 10,000	
	2025	$ 10,000	$ 10,000	
Municipal Court Administrator.....	2023	$ -	$ 117,875	
	2024	$ -	$ 120,000	
	2025	$ -	$ 125,000	
Payroll Supervisor/Pension Fund Supervisor..	2023	$ -	$ 100,630	6
	2024	$ -	$ 102,643	6
	2025	$ -	$ 104,696	6
Personnel Director.....	2023	$ -	$ -	
	2024	$ 70,000	$ 125,000	6
	2025	$ 71,400	$ 127,500	6

Road Repairer III.....	2023	$	79,481	$	88,289	6
	2024	$	81,071	$	90,055	6
	2025	$	82,692	$	91,856	6
Road Repairer Supervisor.....	2023	$	89,676	$	99,712	6
	2024	$	91,470	$	101,706	6
	2025	$	93,299	$	103,740	6
Senior Payroll Clerk.....	2023	$	71,750	$	100,630	6
	2024	$	73,185	$	102,643	6
	2025	$	74,649	$	104,696	6
Sewer Repairer II/Water Repairer III.....	2023	$	79,481	$	88,289	6
	2024	$	81,071	$	90,055	6
	2025	$	82,692	$	91,856	6
Public Works Superintendent.....	2023	$	109,297	$	134,080	6
	2024	$	111,483	$	146,000	6
	2025	$	113,713	$	151,000	6
Supervising Mechanic	2023	$	-	$	101,706	6
	2024	$	-	$	103,740	6
	2025	$	-	$	105,815	6
Supervisor of Buildings and Grounds.....	2023	$	-	$	77,853	6
	2024	$	-	$	79,410	6
	2025	$	-	$	80,998	6
Supervisor of Motor Pool.....	2023	$	-	$	101,706	6
	2024	$	-	$	103,740	6
	2025	$	-	$	105,815	6
Supervisor of Public Works.....	2023	$	80,835	$	88,866	6
	2024	$	82,452	$	90,643	6
	2025	$	84,101	$	92,456	6
Supervisor of Water & Sewer.....	2023	$	83,238	$	89,670	6
	2024	$	84,903	$	91,463	6
	2025	$	86,601	$	93,292	6

BMEA – FULL TIME

Title	Year	Minimum	Maximum	Steps
Account Clerk	2023	$ 40,202	$ 53,985	6
	2024	$ 41,006	$ 55,065	6
	2025	$ 41,826	$ 56,166	6
Administrative Clerk	2023	$ 85,000	$ 95,000	6
	2024	$ 86,700	$ 96,900	6
	2025	$ 88,434	$ 98,838	6
Administrative Secretary	2023	$ 79,801	$ 90,019	6
	2024	$ 81,397	$ 91,819	6
	2025	$ 83,025	$ 93,655	6
Assistant Construction Official	2023	$ 95,554	$ 107,392	6
	2024	$ 97,465	$ 109,540	6
	2025	$ 99,414	$ 111,731	6
Assistant Municipal Tax Collector	2023	$ 72,852	$ 82,238	6
	2024	$ 74,309	$ 95,000	6
	2025	$ 75,795	$ 96,900	6
Assistant Purchasing Agent	2023	$ 59,930	$ 83,901	6
	2024	$ 61,129	$ 85,579	6
	2025	$ 62,352	$ 87,291	6
Assistant Violations Clerk	2023	$ 68,722	$ 71,177	6
	2024	$ 70,096	$ 72,601	6
	2025	$ 71,498	$ 74,053	6
Building Inspector	2023	$ 93,019	$ 104,858	6
	2024	$ 94,879	$ 106,955	6
	2025	$ 96,777	$ 109,094	6
Building Inspector/Code Enforcement Officer	2024	$ 99,879	$ 111,955	6
	2025	$ 101,877	$ 114,194	6
Building Inspector Apprentice	2023	$ 64,499	$ 70,288	6
	2024	$ 65,789	$ 71,694	6
	2025	$ 67,105	$ 73,128	6

Building Maintenance Worker.....	2023	$	51,237	$	56,153	6
	2024	$	52,262	$	57,276	6
	2025	$	53,307	$	58,422	6
Building/Property Maintenance Inspector.....	2023	$	56,127	$	61,949	6
	2024	$	57,250	$	63,188	6
	2025	$	58,395	$	64,452	6
BMEA – FULL TIME						
Clerk I.....	2023	$	51,237	$	56,153	6
	2024	$	52,262	$	57,276	6
	2025	$	53,307	$	58,422	6
Clerk II.....	2023	$	62,026	$	68,950	6
	2024	$	63,267	$	70,329	6
	2025	$	64,532	$	71,736	6
Clerk III.....	2023	$	75,000	$	82,000	6
	2024	$	76,500	$	83,640	6
	2025	$	78,030	$	85,313	6
Clerk Driver/Clerk I.....	2023	$	35,850	$	43,019	6
	2024	$	36,567	$	43,879	6
	2025	$	37,298	$	44,757	6
Code Enforcement Officer	2023	$	62,026	$	68,950	6
	2024	$	63,267	$	70,329	6
	2025	$	64,532	$	71,736	6
Deputy Municipal Clerk.....	2023	$	73,112	$	82,131	6
	2024	$	74,574	$	83,774	6
	2025	$	76,065	$	85,449	6
Economic Development Representative.....	2023	$	76,875	$	97,375	6
	2024	$	78,413	$	99,323	6
	2025	$	79,981	$	101,309	6
Engineering Aide.....	2023	$	84,496	$	93,299	6
	2024	$	86,186	$	95,165	6
	2025	$	87,910	$	97,068	6
Equipment Operator.....	2023	$	62,418	$	69,377	6
	2024	$	63,666	$	70,765	6

	2025	$	64,939	$	72,180	6
Finance Coordinator	2023	$	71,750	$	128,125	6
	2024	$	73,185	$	130,688	6
	2025	$	74,649	$	133,302	6
Municipal Treasurer	2023	$	-	$	-	
	2024	$	75,000	$	90,000	6
	2025	$	76,500	$	91,800	6
Grounds Keeper/Maintenance Repairer	2023	$	62,026	$	68,951	6
	2024	$	63,267	$	70,330	6
	2025	$	64,532	$	71,737	6
BMEA – FULL TIME						
	2023	$	72,581	$	79,261	6
Heavy Equipment Operator						
	2024	$	74,033	$	80,846	6
	2025	$	75,514	$	82,463	6
Laborer I	2023	$	56,127	$	61,949	6
	2024	$	57,250	$	63,188	6
	2025	$	58,395	$	64,452	6
Maintenance Repairer	2023	$	58,545	$	64,813	6
	2024	$	59,716	$	66,109	6
	2025	$	60,910	$	67,431	6
Maintenance Worker I/Grounds	2023	$	43,869	$	52,005	6
	2024	$	44,746	$	53,045	6
	2025	$	45,641	$	54,106	6
Maintenance Worker II/Grounds	2023	$	65,819	$	73,452	6
	2024	$	67,135	$	74,921	6
	2025	$	68,478	$	76,419	6
Mechanic	2023	$	61,935	$	73,218	6
	2024	$	63,174	$	74,682	6
	2025	$	64,437	$	76,176	6
Mechanic Helper	2023	$	58,545	$	64,813	6
	2024	$	59,716	$	66,109	6
	2025	$	60,910	$	67,431	6

Omnibus Operator.....	2023	$	51,236	$	56,153	6
	2024	$	52,261	$	57,276	6
	2025	$	53,306	$	58,422	6
Parking Enforcement Officer.....	2023	$	40,202	$	55,179	6
	2024	$	41,006	$	56,283	6
	2025	$	41,826	$	57,409	6
Parking Meter Collector.....	2023	$	40,202	$	55,179	6
	2024	$	41,006	$	56,283	6
	2025	$	41,826	$	57,409	6
Planning Aid.....	2023	$	87,125	$	128,125	6
	2024	$	88,868	$	130,688	6
	2025	$	90,645	$	133,302	6
Public Health Investigator.....	2023	$	51,236	$	56,152	6
	2024	$	52,261	$	57,275	6
	2025	$	53,306	$	58,421	6

BMEA – FULL TIME

Public Health Nurse.....	2023	$	67,883	$	75,890	6
	2024	$	69,241	$	77,408	6
	2025	$	70,626	$	78,956	6
Public Health Nurse Supervisor.....	2023	$	79,801	$	90,019	6
	2024	$	81,397	$	91,819	6
	2025	$	83,025	$	93,655	6
Public Safety Telecommunicator.....	2023	$	38,438	$	51,250	6
	2024	$	39,207	$	52,275	6
	2025	$	39,991	$	53,321	6
Public Safety Telecommunicator Trainee.....	2023	$	38,438	$	51,250	6
	2024	$	39,207	$	52,275	6
	2025	$	39,991	$	53,321	6
Recreation Aide.....	2023	$	40,202	$	53,985	6
	2024	$	41,006	$	55,065	6
	2025	$	41,826	$	56,166	6

Recreation Leader	2023	$	48,242	$	59,727	6
	2024	$	49,207	$	60,922	6
	2025	$	50,191	$	62,140	6
Registered Environmental Health Specialist.....	2023	$	67,883	$	75,889	6
	2024	$	69,241	$	77,407	6
	2025	$	70,626	$	78,955	6
Registrar of Vital Statistics.....	2023	$	50,000	$	76,513	6
	2024	$	51,000	$	78,043	6
	2025	$	52,020	$	79,604	6
Sanitation Inspector.....	2023	$	63,742	$	71,701	6
	2024	$	65,017	$	73,135	6
	2025	$	66,317	$	74,598	6
Senior Building Maintenance Worker.....	2023	$	68,664	$	77,853	6
	2024	$	70,037	$	79,410	6
	2025	$	71,438	$	80,998	6
Senior Code Enforcement Officer.....	2024	$	73,267	$	80,329	6
	2025	$	74,732	$	81,936	6
Senior Maintenance Repairer Mason.....	2023	$	65,820	$	73,452	6
	2024	$	67,136	$	74,921	6
	2025	$	68,479	$	76,419	6
BMEA – FULL TIME						
	2023	$	84,490	$	93,299	6
Senior Mechanic.....						
	2024	$	86,180	$	95,165	6
	2025	$	87,904	$	97,068	6
Senior Meter Repairer.....	2023	$	53,813	$	66,625	6
	2024	$	54,889	$	67,958	6
	2025	$	55,987	$	69,317	6
Senior Public Safety Telecommunicator	2023	$	53,813	$	66,625	6
	2024	$	54,889	$	67,958	6
	2025	$	55,987	$	69,317	6
Senior Traffic Worker.....	2023	$	65,820	$	73,452	6
	2024	$	67,136	$	74,921	6

	2025	$	68,479	$	76,419	6
Sewer Repairer 1/Water Repairer 1	2023	$	71,217	$	75,766	6
	2024	$	72,641	$	77,281	6
	2025	$	74,094	$	78,827	6
Supervising Code Enforcement Officer	2024	$	10,000	$	10,000	
	2025	$	10,000	$	10,000	
Technical Assistant to the Code Official	2024	$	10,000	$	10,000	
	2025	$	10,000	$	10,000	
Tree Maintenance Worker 2	2023	$	-	$	-	
	2024	$	63,500	$	67,000	6
	2025	$	64,770	$	68,340	6
Tree Maintenance Worker 3	2023	$	65,820	$	73,452	6
	2024	$	67,136	$	74,921	6
	2025	$	68,479	$	76,419	6
Truck Driver	2023	$	61,951	$	67,919	6
	2024	$	63,190	$	69,277	6
	2025	$	64,454	$	70,663	6
Violations Clerk	2023	$	69,051	$	75,644	6
	2024	$	70,432	$	77,157	6
	2025	$	71,841	$	78,700	6
Water Meter Reader	2023	$	62,026	$	68,950	6
	2024	$	63,267	$	70,329	6
	2025	$	64,532	$	71,736	6

BMEA – FULL TIME

	2023	$	68,950	$	76,077	6
Water Meter Repairer						
	2024	$	70,329	$	77,599	6
	2025	$	71,736	$	79,151	6

BMEA - PART TIME

Year	Minimum	Maximum	Frequency	
2023	$ 15	$ 17	Per Hour	
2024	$ 16	$ 25	Per Hour	
2025	$ 16	$ 25	Per Hour	Activity Coordinator.....
2023	$ 15	$ 16	Per Hour	
2024	$ 16	$ 20	Per Hour	
2025	$ 16	$ 20	Per Hour	Building Maintenance Worker.....
2023	$ 27	$ 32	Per Hour	
2024	$ 27	$ 32	Per Hour	
2025	$ 27	$ 32	Per Hour	Building Inspector.....
2023	$ 16	$ 20	Per Hour	
2024	$ 16	$ 20	Per Hour	
2025	$ 16	$ 20	Per Hour	Clerk Driver.....
2023	$ 15	$ 20	Per Hour	
2024	$ 16	$ 20	Per Hour	
2025	$ 16	$ 20	Per Hour	Clerk- Part Time .....
2023	$ 18	$ 25	Per Hour	
2024	$ 18	$ 25	Per Hour	
2025	$ 18	$ 25	Per Hour	Code Enforcement Officer.....
2023	$ 15	$ 21	Per Hour	
2024	$ 16	$ 21	Per Hour	
2025	$ 16	$ 21	Per Hour	Communications Operator.....
2023	$ 16	$ 25	Per Hour	
2024	$ 16	$ 25	Per Hour	
2025	$ 16	$ 25	Per Hour	Court Attendant.....
2023	$ 15	$ 20	Per Hour	
2024	$ 16	$ 20	Per Hour	
2025	$ 16	$ 20	Per Hour	Custodian.....

2023	$	-	$	55	Per Hour
2024	$	-	$	55	Per Hour
2025	$	-	$	55	Per Hour

Electrical Sub Code Inspector.....

2023	$	-	$	55	Per Hour
2024	$	-	$	55	Per Hour
2025	$	-	$	55	Per Hour

Fire Protection Sub Code Official.....

2023	$	30	$	50	Per Hour
2024	$	30	$	50	Per Hour
2025	$	30	$	50	Per Hour

Graduate Nurse- Part Time.....

2023	$	30	$	35	Per Hour
2024	$	30	$	35	Per Hour
2025	$	30	$	35	Per Hour

Health Educator.....

BMEA - PART TIME

Year		Minimum		Maximum	
2023	$	15	$	16	Per Hour
2024	$	16	$	20	Per Hour
2025	$	16	$	20	Per Hour

Inspector.....

2023	$	15	$	20	Per Hour
2024	$	16	$	20	Per Hour
2025	$	16	$	20	Per Hour

Laborer.....

2023	$	15	$	20	Per Hour
2024	$	16	$	22	Per Hour
2025	$	16	$	22	Per Hour

Omnibus Operator.....

Parking Enforcement Officer.....

2023	$	25	$	35	Per Hour
2024	$	25	$	35	Per Hour
2025	$	25	$	35	Per Hour

2023	$	-	$	55	Per Hour
2024	$	-	$	55	Per Hour
2025	$	-	$	55	Per Hour

Plumbing Sub Code Official.....

2023	$	25	$	50	Per Hour			
2024	$	25	$	50	Per Hour			
2025	$	25	$	50	Per Hour	Practical Nurse.....		
						Public Health Investigator.....	2025 $ 16 $ 20	Per Hour
						Property Maintenance Inspector.....	2023 $ 15 $ 20	Per Hour
							2024 $ 16 $ 20	Per Hour
							2025 $ 16 $ 20	Per Hour
2023	$	25	$	35	Per Hour			
2024	$	25	$	35	Per Hour			
2025	$	25	$	35	Per Hour	Public Safety Telecommunications.....		
2023	$	15	$	17	Per Hour			
2024	$	16	$	25	Per Hour			
2025	$	16	$	25	Per Hour	Recreation Leader.....		
2023	$	25	$	30	Per Hour			
2024	$	25	$	30	Per Hour			
2025	$	25	$	30	Per Hour	Sanitary Inspector.....		
2023	$	22	$	28	Per Hour			
2024	$	22	$	28	Per Hour			
2025	$	22	$	28	Per Hour	Senior Citizen Nurse.....		
2023	$	25	$	35	Per Hour			
2024	$	25	$	35	Per Hour			
2025	$	25	$	35	Per Hour	Senior Public Safety Telecommunications.....		
2023	$	25	$	35	Per Hour			
2024	$	25	$	35	Per Hour			
2025	$	25	$	35	Per Hour	Supervisory Public Safety Telecommunications.....		
2023	$	20	$	55	Per Game			
2024	$	20	$	55	Per Game			
2025	$	20	$	55	Per Game	Sports Official.....		

Title	Year	Maximum

Schedule A

Officer	2022	$	104,123
	2023	$	106,205
	2024	$	108,329
	2025	$	110,496
Sergeant	2022	$	119,710
	2023	$	122,136
	2024	$	124,579
	2025	$	127,071
Lieutenant	2022	$	137,667
	2023	$	140,456
	2024	$	143,265
	2025	$	146,130
Captain	2022	$	158,315
	2023	$	161,524
	2024	$	164,754
	2025	$	168,049

Title	Year	Maximum

Schedule B

Academy	2022	$	44,032
	2023	$	44,913
	2024	$	45,811
	2025	$	46,727
Commencing 1st Year after Completion of Academy	2022	$	53,194
	2023	$	54,258
	2024	$	55,343
	2025	$	56,450
2nd Year of Employment	2022	$	62,366
	2023	$	63,613
	2024	$	64,885
	2025	$	66,183
3rd Year of Employment	2022	$	71,538
	2023	$	72,969
	2024	$	74,428

	2025	$	75,917
4th Year of Employment.....	2022	$	80,712
	2023	$	82,326
	2024	$	83,973
	2025	$	85,652
5th Year of Employment.....	2022	$	89,884
	2023	$	91,682
	2024	$	93,516
	2025	$	95,386
6th Year of Employment.....	2022	$	104,123
	2023	$	106,205
	2024	$	108,329
	2025	$	110,496
Sergeant	2022	$	119,710
	2023	$	122,136
	2024	$	124,579
	2025	$	127,071
Lieutenant.....	2022	$	137,667
	2023	$	140,456
	2024	$	143,265
	2025	$	146,130

Title	Year		Maximum
Captain.....	2022	$	158,315
	2023	$	161,524
	2024	$	164,754
	2025	$	168,049

FOA

Title	Year		Maximum
Lieutenant.....	2022	$	117,633
	2023	$	119,986
	2024	$	122,386
	2025	$	124,834
Captain.....	2022	$	135,276
	2023	$	137,982
	2024	$	140,742
	2025	$	143,557

Battalion Chief.....	2022	$	155,567
	2023	$	158,678
	2024	$	161,852
	2025	$	165,089

FMBA

Title	Year		Maximum
Academy Step.....	2022	$	34,887
	2023	$	35,585
	2024	$	36,297
	2025	$	37,023
1st Year (After Academy).....	2022	$	46,120
	2023	$	47,042
	2024	$	47,983
	2025	$	48,943
Commencing 2nd Year.....	2022	$	57,354
	2023	$	58,501
	2024	$	59,671
	2025	$	60,864
Commencing 3rd Year.....	2022	$	68,588
	2023	$	69,960
	2024	$	71,359
	2025	$	72,786
Commencing 4th Year.....	2022	$	79,825
	2023	$	81,422
	2024	$	83,050
	2025	$	84,711
Commencing 5th Year.....	2022	$	91,059
	2023	$	92,880
	2024	$	94,738
	2025	$	96,633
Commencing 6th Year.....	2022	$	102,290
	2023	$	104,336
	2024	$	106,423

	2025	$	108,551
FP Specialist.....	2022	$	117,634
	2023	$	119,987
	2024	$	122,387
	2025	$	124,835
Fire Official PT.....	2022	$	39,404
	2023	$	40,192
	2024	$	40,996
	2025	$	41,816
Fire Inspector PT.....	2022	$	33,000
	2023	$	33,660
	2024	$	34,333
	2025	$	35,020

FMBA

Title	Year	Maximum
Fire Prevention Specialist - Additional Fire Fighter Compensation.....	2025	$5,000

SCHOOL CROSSING GUARDS

	Year	Minimum	Maximum	Frequency
School Crossing Guards.....	2023	$ 17.75	$ 26.75	Per Hour
	2024	$ 17.75	$ 26.75	Per Hour
	2025	$ 17.75	$ 26.75	Per Hour

Motion to open to public by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

No Public Comments

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #50-25
Ordinance for Possible Adoption

AN ORDINANCE OF THE TOWNSHIP OF BELLEVILLE, COUNTY OF ESSEX, STATE OF NEW JERSEY AMENDING CHAPTER 2, SECTION 2-13, OFFICE OF TOWNSHIP ATTORNEY

BE IT ORDAINED, by the Municipal Council of the Township of Belleville, County of Essex, State of New Jersey that Chapter 2, Section 2-13, entitled "Township Attorney" in the Township of Belleville is hereby amended as follows:

Chapter 2, Administration, Section 2-13, Office of the Township Attorney

Section 2-13.7 – Assistant Township Attorney: Creation shall be deleted.

Section 2-13.8 – Term of Assistant Township Attorney shall be deleted.

Section 2-13.9 – Powers and Duties of Assistant Township Attorney shall be deleted.

Section 2-13.10 – Compensation of Assistant Township Attorney shall be deleted.

The following shall be added:

Section 2-13.7 – Assistant Township Attorney/Municipal Prosecutor: Creation. There is hereby created the position of Assistant Township Attorney/Municipal Prosecutor, who shall be appointed by the Council. Prior to the appointment, the attorney shall have been admitted to the practice of law in this State.

Section 2-13.8 – Term of Assistant Township Attorney/Municipal Prosecutor. The Assistant Township Attorney/Municipal Prosecutor shall be appointed for a term of one year from the date of appointment and until a successor has been legally appointed and qualified, except for the initial appointment which shall expire on December 31, 2025. The term of the Assistant Township Attorney/Municipal Prosecutor shall coincide with the term of the Township Attorney.

Section 2-13.9 – Powers and Duties of Assistant Township Attorney/Municipal Prosecutor. It shall be the duty of the Assistant Township Attorney/Municipal Prosecutor to act under the direction of the Township Attorney, to assist in the prosecution, defensive actions and proceedings filed against the Township, departments, and agency thereof. It shall further be the duty of the Assistant Township Attorney/Municipal Prosecutor in the capacity as Municipal Prosecutor to prepare charges and complaints against and to appear in the appropriate court and prosecution of every person charged with a violation of Township ordinance, motor vehicle violations, alcohol beverage control violations, and disorderly persons offenses. The Assistant Township Attorney/Municipal Prosecutor in the capacity as Municipal Prosecutor shall also perform all duties in accordance with the guidelines and regulations promulgated by the Office of the Attorney General of the State of New Jersey, and the Essex County Prosecutor's Office.

Section 2-13.10 – Compensation of the Assistant Township Attorney/Municipal Prosecutor. Compensation of the Assistant Township Attorney/Municipal Prosecutor shall be fixed in the annual salary ordinance adopted by the Council.

BE IT FURTHER ORDAINED by the Municipal Council of the Township of Belleville, New Jersey:

1. That the balance of the Ordinance shall remain in full force and effect.

2. All prior Ordinances inconsistent with the language hereinabove are hereby repealed.

3. This Ordinance shall take effect upon passage and publication as required by law.

Motion to open to public by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public:

Mario Drozdz 95 Bell St.

- **Positions are being deleted? Are they F/T or P/T**

Township Attorney Steve Martino:

- **No title is being deleted**
- **Positions are being consolidated, to save an average of $40,000.**
- **No benefits**
- **It's a part time position**

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #51-25
Ordinance for Possible Adoption

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, NEW JERSEY, CHAPTER 8-16, ENTITLED HANDICAPPED PARKING SPACES

Section I: that section 8, schedule 16 of the entitled ordinance is hereby amended by ADDING the following locations to be designated as a restricted parking space for use by the person who has been issued an identification card or special handicapped plates by the Division of Motor Vehicles. The following locations will expire one year after installation, pending re-evaluation of handicapped parking space request and confirmation of necessary credentials.

STREET	SIDE	LOCATION
56 Heckel Street	East	Beginning at a point 112 feet south of the S/E apex of Heckel Street / Lawrence Street and continuing to a point 22 feet south thereof;
217 Greylock Parkway Apt A8	South	Beginning at a point 77 feet west of the S/W apex of Greylock Parkway and Beech Street and continuing to a point 22 feet west thereof;
16 Dewitt Avenue	West	Beginning at a point 172 feet north of the N/E apex of Dewitt Avenue and Belleville Avenue and continuing to a point 22 feet north thereof;
28 Lloyd Place	North	Beginning at a point 50 feet east of the N/E apex of Lloyd Place and Dewitt Avenue and continuing to a point 22 feet east thereof;
59 Heckel Street	East	Beginning at a point 47 feet north of the N/E apex of Heckel Street and Lawrence Street and continuing to a point 22 feet north thereof;
1 Clearman Place	South	Beginning at a point 50 feet west of the S/W apex of Clearman Place and High Street and continuing to a point 22 feet west thereof;
29 Sanford Avenue	East	Beginning at a point 50 feet south of the S/E apex of Sanford Avenue and Forest Avenue and continuing to A point 22 feet south thereof;

STREET	SIDE	LOCATION
26 Wallace Street	North	Beginning at a point 196 feet east of the N/E apex of Wallace Street and Brighton Avenue and continuing to a point 22 feet east thereof;
30 Cener Street Apt 1	South	Beginning at a point 50 feet east of the S/E apex of Center Street and May Street and continuing to a Point 22 feet east thereof;
2 Bell Street	North	Beginning at a point 50 feet east of the N/E apex of Bell Street and Little Street and continuing to a point 22 feet east thereof;
61 Wilber Street	West	Beginning at a point 172 feet north of the N/W apex of Wilber Street and Liberty Avenue and continuing to a point 22 feet north thereof;
139 Overlook Avenue	South	Beginning at a point 104 feet west of the S/W apex of Overlook Avenue and Dewitt Avenue and continuing to a point 22 feet west thereof;
61 Branch Brook Drive	West	Beginning at a point 296 feet south of the S/W apex of Branch Brook Drive and Maier Street and continuing to a point 22 feet south thereof;
25 Heckel Street	West	Beginning at a point 3 feet south of the S/E apex of Heckel Street and Brook Street and continuing to a point 22 feet south thereof;
134 Branch Brook Drive	East	Beginning at a point 46 feet south of the S/E apex of Branch Brook Drive and Belle Terrace and continuing to a point 22 feet south thereof;
160 Belmont Avenue 1st Floor	East	Beginning at a point 84 feet north of the N/E apex of Belmont Avenue and Honiss Street and continuing to a point 22 feet north thereof;
24 Frederick Street	West	Beginning at a point 296 north of the N/W apex of Frederick Street and Franklin Street and continuing to a point 22 feet north thereof.
81 Lake Street	West	Beginning at a point 148 feet south of the S/W apex of Lake Street and Franklin Street and continuing to a point 22 feet south thereof.

Motion to open to public by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

No Public Comments

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #52-25
Ordinance for Possible Adoption

AN ORDINANCE AMENDING CHAPTER 4, SUBCHAPTER 40-29 – FOOD TRUCK, HEALTH, AND FIRE SAFETY

WHEREAS, the Township of Belleville has opened a park located at 128 Washington Avenue; and

WHEREAS, the Mayor and Council wish to promulgate regulations for food trucks at said location; and

WHEREAS, currently Chapter 4, Subchapter 29 does not provide for food trucks being located at 128 Washington Avenue.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Belleville, County of Essex, State of New Jersey that Chapter 4, Section 40-29.4, Regulations and Restrictions. Paragraph d shall be deleted and replaced with the following:
d. Notwithstanding anything herein to the contrary, a mobile vendor, other than a frozen dessert truck as defined in N.J.S.A. 39:4-128.3, may only occupy the following location, and not in streets, strictly in compliance with the conditions imposed by this section and where applicable, the special conditions imposed by this subsection and set forth below:

1. Location.

    a. The Pocket Park at 128 Washington Avenue, Belleville, New Jersey.

2. Truck parking is limited to the hours of 9:00 a.m. to dusk, Thursday, Friday, Saturday, and Sunday.

3. Food and drinks may only be sold between the hours of 11:00 a.m. to dusk

4. Each vendor must place a trash can of adequate size and a recycle can in close proximity to the vendor's location. Vendors are required to remove trash and to properly dispose of trash and recyclable containers and materials. No trash or recyclables shall be disposed of in receptacles owned by the Township or nonprofit corporations or associations that place trash or recycling receptacles on the street for use by the public.

5. There shall be a limit of two (2) permits per month, issued for the above location in accordance with written procedures established by the Manager and filed with the Township Clerk.

6. Vendors for the permit parking spaces authorized by this subsection shall be selected by the Township Manager on a monthly basis commencing October 1st of 2025 and monthly thereafter fourteen (14) days in advance.

7. The fee for each permit shall be $500.00 per month.

8. The Manager is authorized to promulgate the additional regulations concerning proper behavior of the vendors.

BE IT FURTHER ORDAINED by the Municipal Council of the Township of Belleville, New Jersey:

1. That the balance of the ordinance shall remain in full force and effect.

2. All prior ordinances inconsistent with the language hereinabove are hereby repealed.

3. The ordinance shall take effect upon passage and publication is required by law.

Motion to open to public by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

No Public Comments

Councilman Graziano:

- **Concern about the avenue and don't want negative effect to current businesses.**

Motion to close public portion and adopt by Councilmember Cozzarelli seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #53-25
Ordinance for Possible Adoption

AN ORDINANCE AUTHORIZING EXECUTION OF A FINANCIAL AGREEMENT WITH 740 WASHINGTON AVE, LLC PURSUANT TO N.J.S.A. 40A:21-1 ET SEQ. CONCERNING REAL PROPERTY LOCATED AT 740 WASHINGTON AVE (BLOCK 9406, LOT 11.01)

WHEREAS, the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 *et seq*. (the "Act") enables municipalities to temporarily abate local property taxes imposed upon eligible dwellings, commercial and industrial structures; and

WHEREAS, the Township Council adopted Ordinance No. 3570 and Ordinance No. 3663 (collectively, the "Ordinance") authorizing the Township to enter into financial agreements for the exemption of certain real estate taxes with qualified applicants for qualified uses and improvements as defined in the Act and the Ordinance; and

WHEREAS, 740 Washington Ave, LLC ("740 Washington") is the fee owner of certain real property within the Township, commonly known as 740-748 Washington Avenue, Belleville, NJ which is designated as Block 9201, Lot 2 of the official Tax Map of the Township (the "Property"); and

WHEREAS, on September 8, 2020, in Resolution No. 20-208, the Township Council, having reviewed the preliminary investigation prepared by the Township Engineer and in consideration of the information presented to Township Council, together with the Township Planning Board's recommending resolution, declared the entire area of the Township, including the Property, as an area in need of rehabilitation; and

WHEREAS, an application was submitted to the Planning Board for preliminary and final major site plan approval to develop and operate on the Property a one hundred fourteen (114) unit mixed use residential development with retail on the ground floor and related site improvements, which application was approved by the Township Planning Board and memorialized on September 1, 2021 in Resolution No. PB-2103 (the "Project Improvements"), and

WHEREAS, 740 Washington timely applied for a tax exemption pursuant to the Ordinance on a "tax phase-in basis," which application included the required materials and fee pursuant to N.J.S.A. 40A:21-9 and the Ordinance (including all exhibits and attachments thereto) and is on file in the office of the Township Tax Assessor (the "Application"); and

WHEREAS, the Township Tax Assessor reviewed and approved the Application on July 8, 2025 and recommended the Township Council approve same; and

WHEREAS, having reviewed 740 Washington's Application, the Township is satisfied that the Project Improvements to be constructed by 740 Washington satisfy the requirements to qualify for a five (5) year tax exemption pursuant to N.J.S.A. 40A:20-21 et seq. and the Ordinance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Council of the Township of Belleville that:

1. Pursuant to the Laws of the State of New Jersey, N.J.S.A. 40A:21-1 et seq. and the Ordinance, and more specifically N.J.S.A. 40A:21-10c, the Township Council of the Township of Belleville hereby approves the Application of 740 Washington for a five (5) year tax exemption for the Project Improvements constructed on the Property commonly known as 740-748 Washington Street, Belleville, NJ which is designated as Block 9201, Lot 2 of the official Tax

Map of the Township; provided however, that absent additional future action, the tax exemption will lapse if the Township does not issue a temporary or permanent certificate of occupancy for the Project Improvements on or before the fifth (5th) anniversary of the effective date of the associated financial agreement for payment in lieu of taxes ("Financial Agreement").

2. The Township Council hereby authorizes a Financial Agreement in a form approved by the Township Attorney and Township Administrator to be entered into between 740 Washington and the Township authorizing the tax exemption on a tax phase-in basis and setting forth the obligations of the respective parties and payment schedule for 740 Washington's payment in lieu of taxes, which such revisions as the Township Attorney of Special Redevelopment Counsel shall deem advisable.

3. The Mayor, on behalf of the Township, is hereby authorized to execute, and the Township Clerk to attest and affix the seal of the Township to the Financial Agreement.

4. The Township Clerk shall maintain a copy of the Application and executed Financial Agreement on file in the Township Clerk's Office, and shall forward a copy of the executed Financial Agreement to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of full execution of the Financial Agreement.

5. The tax exemption shall commence on the date of issuance of a temporary certificate of occupancy or permanent certificate of occupancy, whichever is issued first, for the improvements and expire five (5) years thereafter as set forth in the Financial Agreement.

6. The Township Tax Assessor and Township Tax Collector are hereby authorized to take any and all necessary actions granted under law to implement the provisions of this Ordinance.

7. 740 Washington shall provide to the Township all required information concerning construction costs and any other relevant information requested by the Township Tax Assessor or Tax Collector.

8. 740 Washington, or any subsequent owner of the Property, shall notify the Township in writing pursuant to the notice provisions of the Financial Agreement, of any alteration and/or improvements made to the Property or Project Improvements that were not specifically approved by the Financial Agreement as qualifying for a five (5) year tax exemption. Such notice shall include a description of the alterations and/or improvements, a copy of any permits issued for the alterations and/or improvements, and the total cost of said alterations and improvements.

9. In the event that alterations and/or improvements are made to the Property or Project Improvements pursuant to Paragraph 8 immediately above, the tax assessor shall in accordance with the Added Assessment Law, N.J.S.A. 54:4-63.1, et. seq., impose any applicable added assessment for the exempt improvement based on the applicable increase in the true value of the Property or Project Improvements. Such exempt added assessment amount shall be included in the calculation of taxes otherwise due for purposes of determining the final payment in lieu of

taxes due for the year in which the added assessment is imposed, all in accordance with the terms of the Financial Agreement.

10. Fraud or misrepresentation of material facts surrounding the Application and related documents thereto shall be grounds for the Township's rescission of the Financial Agreement *ab initio.*

BE IT FURTHER ORDAINED that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, this Ordinance shall take effect upon passage.

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (the "Financial Agreement") is made on this ___ day of _____, 2025 (the "Effective Date") by and between the **TOWNSHIP OF BELLEVILLE**, a public body corporate and politic of New Jersey, acting as redevelopment entity pursuant to N.J.S.A. 40A:12A-1 et seq., having its principal office at Belleville Town Hall, 152 Washington Avenue, Belleville, New Jersey 07109 (the "Township"), and **740 WASHINGTON AVE, LLC**, having its principal office at 1037 Raymond Boulevard, Suite 1610, Newark, New Jersey 07102 (the "Owner"). The Township and the Owner are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 *et seq.* (the "Exemption and Abatement Law") and Township Ordinance Nos. 3570 and 3663 (the "Ordinance"), the Township is authorized to enter into financial agreements for the exemption and abatement of taxes with qualified applicants for qualified uses, as defined in said Exemption and Abatement Law and the Ordinance; and

WHEREAS, the Owner is the owner of certain real property within the Township, commonly known as 740-748 Washington Avenue, Belleville, NJ which is designated as Block 9201, Lot 2 of the official Tax Map of the Township (the "Property"); and

WHEREAS, on September 8, 2020, in Resolution No. 20-208, the Township Council, having reviewed the preliminary investigation prepared by the Township Engineer and in consideration of the information presented to Township Council, together with the Township Planning Board's recommending resolution, declared the entire area of the Township, including the Property, as an area in need of rehabilitation; and

WHEREAS, an application was submitted to the Planning Board for preliminary and final major site plan approval to develop and operate on the Property a one hundred fourteen (114) unit mixed-use development with retail on the ground floor and related site improvements, which

application was approved by the Township Planning Board and memorialized on September 1, 2021 in Resolution No. PB-2103 (the "Project Improvements"); and

WHEREAS, the Owner timely applied for a tax exemption pursuant to the Ordinance, which application (including all exhibits and attachments thereto) was approved by the Township Tax Assessor on July 8, 2025 and is on file in the office of the Township Tax Assessor (the "Application"); and

WHEREAS, the Township Tax Assessor reviewed and approved the Application on July 8, 2025, and based on the representations of the Owner therein, recommended the Township Council approve of same; and

WHEREAS, by Ordinance No. __-25 the Township Council has approved the Application and authorized the Mayor and Clerk to execute this Financial Agreement with Owner providing for a tax exemption as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Financial Agreement shall be governed by the provisions of the Exemption and Abatement Law and the Ordinance.

2. It is hereby expressly understood and agreed that Township relies upon the facts, data and representations contained in the Application and exhibits attached thereto.

a. The Owner represents that it is the fee owner of the Property.

(b) Notwithstanding any term or provision to the contrary in this Financial Agreement, this Financial Agreement and the tax exemption provided for herein shall not become effective unless and until the Owner acquires fee title to the Property.

3. Township hereby grants approval of a tax exemption for the Project Improvements in accordance with the Exemption and Abatement Law generally, N.J.S.A. 40A:21-10c specifically, and the Ordinance as set forth in this Financial Agreement (the "Tax Exemption") from the Effective Date through the fifth (5th) anniversary of the issuance of a temporary or permanent certificate of occupancy, issued by the appropriate Township official pursuant to N.J.S.A. 52:27D-133, authorizing the occupancy of the Project Improvements, or any portion thereof (the "Completion Date"), provided, however that absent additional future action, the Tax Exemption will lapse if the Township does not issue a temporary or permanent certificate of occupancy for the Project Improvements on or before the fifth (5th) anniversary of the Effective Date of this Financial Agreement.

4. (a) In consideration of the Tax Exemption granted herein, the Owner shall make the following payments to Township in lieu of property taxes on the Project Improvements as authorized by N.J.S.A. 40A:21-10c (tax phase-in basis)(the "PILOT"):

i. In the first (1st) year after the Completion Date - 0% of taxes otherwise due.

ii. In the second (2nd) year after the Completion Date - 20% of taxes otherwise due.

iii. In the third (3rd) year after the Completion Date - 40% of taxes otherwise due.

iv. In the fourth (4th) year after the Completion Date - 60% of taxes otherwise due.

v. In the fifth (5th) year after the Completion Date - 80% of taxes otherwise due.

(b) Prior to the Completion Date, the Township Tax Assessor shall confirm the equalized assessed value of the Property and Project Improvements (the "Assessment"), which Assessment shall not be adjusted before the Termination Date (as defined hereinafter) unless between the Tax Assessor's issuance of the Assessment and the Termination Date, the Township initiates a Township-wide revaluation. Nothing herein shall preclude the Tax Assessor's issuance of an added assessment in accordance with applicable law for any additional, material improvements made to the Property after the Tax Assessor issues the Assessment. For the avoidance of doubt, customary and routine tenant improvement and fit-out work, including the initial tenant fit-out of the Improvement interior to facilitate the tenants' use of the Property, shall not give rise to any added assessment to the extent set forth in the Added Assessment Law, N.J.S.A. 54:4-63.1, et. seq. In the event that an added assessment is triggered, the Tax Assessor shall in accordance with the Added Assessment Law, N.J.S.A. 54:4-63.1, et. seq., impose any applicable added assessment for the exempt improvement based on the applicable increase in the true value of the Property or Project Improvement. Such exempt added assessment amount shall be included in the calculation of taxes otherwise due for purposes of determining the final payment in lieu of taxes due for the year in which the added assessment is imposed, all in accordance with the terms of this Financial Agreement. From the Completion Date through date following the fifth (5th) year after the Completion Date (the "Termination Date") and in addition to the amounts set forth in Section 4(a) above, the Owner shall pay the Township an amount equal to the current land taxes on the Property as per the Assessment. Upon the Termination Date, the tax exemption shall expire, and thereafter, the Project Improvements, the land and Property shall be assessed and conventionally taxed according to applicable law as other real property in the Township; provided, however, that nothing herein shall prohibit the Project Improvements from qualifying for and receiving the full benefits of any other tax preferences provided by applicable law.

5. Owner agrees that the PILOT payments made pursuant to this Financial Agreement shall be made in timely quarterly installments on those dates when real estate tax payments are due. Failure to make timely payments shall result in the assessment of interest at the highest rate permitted for unpaid taxes and a tax lien may be placed on the Property and Project Improvements in accordance with law but only after any applicable cure period(s). If the Completion Date occurs on a date other than the last day of a quarter, the amount of the payment in lieu of taxes for such period shall be based on the per diem assessment for such quarter.

6. It is agreed and understood that if at any time prior to the Termination Date, the Owner disposes of the Property or fails to meet the conditions required for qualifying for the Tax Exemption, then, after such occurrence, this Financial Agreement shall terminate and taxes which would have otherwise been payable with respect to the Project Improvements shall become due and payable from that point in time forward; provided however, pursuant to N.J.S.A. 40A:21-12, with respect to the disposal of the Property, if the new owner of the Property continues to use the Property pursuant to the conditions which qualified the Property, then the exemption shall continue, and this Financial Agreement shall remain in full force and effect. Further, if Owner sells, transfers or in any manner disposes of the Property to an entity in which Owner or any of its

subsidiaries or affiliates are a majority owner and that entity agrees to continue to use the Property pursuant to the qualifying conditions, then the exemption shall continue and the Financial Agreement shall remain in effect.

7. The Township shall notify the Owner in writing of any breach, including but not limited to any such possible occurrences as referenced in Section 5 and Section 6 of this Financial Agreement, relating to the terms of this Financial Agreement. If the Owner fails to cure the breach identified within thirty (30) days after the actual delivery of such notice by the Township, or within any additional periods to which the Parties may agree to, in writing, the Township may invalidate the Tax Exemption upon thirty (30) days final written notice to the Owner, which shall inform the Owner that the Tax Exemption shall terminate due to the breach of the terms of this Financial Agreement. The Township shall not unreasonably refuse to grant a reasonable extension of the cure period.

8. As a condition to granting the Tax Exemption, the Owner agrees to waive the filing of any tax appeal, or withdraw any pending tax appeal for the Property, between the Effective Date and the Termination Date, except for an appeal of: (a) a reassessment pursuant to a Township-wide revaluation; or (b) an added assessment in accordance with applicable law for any improvements to the Property after the Tax Assessor issues the Assessment. In the event a tax appeal is filed between the Effective Date and the Termination Date, other than for one of the two exceptions identified above, the Tax Exemption shall cease as of January 1st of the first tax year for which the appeal is filed.

9. Neither Party shall be liable to the other for failure to perform its obligations under this Financial Agreement due to declarations of public emergency, acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods), acts of the public enemy, acts of terrorism, acts of war, riots, insurrection, accidents, fire, epidemics, quarantine restrictions, blackouts, power failures, energy shortages, governmental embargoes, strikes or similar labor action by equipment or material suppliers or transporters, unavailability of necessary building materials or other industrial disturbances, or other causes beyond the reasonable control of the Parties that have a material impact upon such Party's ability to perform its obligations hereunder.

10. If this Financial Agreement is declared invalid for any reason by a court of law of the State of New Jersey, having valid jurisdiction thereof, the full taxes on the Property shall be due and owing as if no Tax Exemption was in effect. This Financial Agreement shall be binding on all Parties to same, as well as their successors and assigns.

11. Neither Party hereto has made any oral representation that is not contained in this Financial Agreement. This Financial Agreement and the Application, including all of the exhibits attached and annexed thereto, constitute the entire Financial Agreement by and between the Parties.

12. There shall be no modification of this Financial Agreement except by a written instrument executed by and between both Parties.

13. If any term, covenant or condition of this Financial Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

14. If any portion of this Financial Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Financial Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Financial Agreement in a manner contemplated by the Parties, including, but not limited to the authorization and amendment of this Financial Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

15. The Owner and the Township agree to act in good faith in all of their dealings with each other.

16. The Township Clerk shall certify to the Township Tax Assessor, pursuant to the Exemption and Abatement Law, that this Financial Agreement entered into by the Township and the Owner has been lawfully entered into and is in effect pursuant to the Exemption and Abatement Law. The delivery by the Township Clerk to the Township Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the Township Tax Assessor shall implement the Tax Exemption and continue to enforce same without further certification by the Township Clerk until the Termination Date. Further, within thirty (30) days after execution of this Financial Agreement, the Township Clerk shall transmit a copy of the Agreement to the Director of the Division of Local Government Services State of New Jersey Department of Community Affairs.

17. Within thirty (30) days following written request therefore by the Owner, or any mortgagee, purchaser, tenant or other Party having an interest in the Project Improvements, the Township shall issue a signed estoppel certificate in reasonable form stating that (a) this Financial Agreement is in full force and effect, (b) to the best of the Township's knowledge, no default has occurred under this Financial Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a default) or stating the nature of any default; and (c) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a default, it shall also state the manner in which such default may be cured.

18. This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

19. All notices required hereunder shall be sent by certified mail, return receipt requested, or a reputable messenger service or a nationally recognized priority delivery service such as Federal Express, addressed as follows:

If to Owner: 740 Washington Ave, LLC
1037 Raymond Boulevard, Suite 1610
Newark, New Jersey 07102
Attn: _____

If to Township: Honorable Mayor Michael Melham
Township of Belleville
Belleville Town Hall
152 Washington Avenue
Belleville, New Jersey 07109

with a copy to: Brian Banda, Township Manager
Township of Belleville
Belleville Town Hall
152 Washington Avenue,
Belleville, New Jersey 07109

and a copy to: Steven Martino, Esq., Township Attorney
Township of Belleville
152 Washington Avenue
Belleville, New Jersey 07109

and a copy to: Dean J. Donatelli, Esq.
The Law Office of Dean J. Donatelli, LLC
96 Glen Alpin Road
Morristown, New Jersey 07960

In addition, if the Owner delivers formal written notice to the Township in accordance with this Financial Agreement, of the name and address of Owner's mortgagee, then the Township shall provide such mortgagee with a copy of any notice required to be sent to the Owner. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by certified mail shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if transmitted by messenger or a priority delivery service, on the first business day after transmittal provided the sender has evidence of delivery. Counsel for a Party may give notice to the other Party with the same effect as if given by a Party.

[The Remainder if this Page Intentionally Left Blank. Signatures Follow on Next Page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Financial Agreement to be executed, all as of the date first above written.

740 WASHINGTON AVE, LLC

By:_____

Name:
Title:
Date: _____ __, 2025

TOWNSHIP OF BELLEVILLE

By:_____
Albert Cabrera, Township Clerk

By:_____
Michael Melham, Mayor
Date: _____ __, 2025

Motion to open to public by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public Comments:

Michael Sheldon 47 Floyd St.

- **Financial agreement is a five-year rehabilitation program.**

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #54-25
Ordinance for Possible Adoption

ORDINANCE APPROVING THE AGREEMENT BETWEEN THE TOWNSHIP OF BELLEVILLE AND 260 WASHINGTON URBAN RENEWAL, LLC UNDER N.J.S.A. 40A:20-1 ET SEQ.

WHEREAS, pursuant to N.J.S.A. 40A:12A-6 of the Local Redevelopment and Housing Law ("LRHL") the Municipal Council ("Township Council") of the Township directed the Township of Belleville Planning Board (the "Planning Board") on September 12, 2023 in Resolution No. 221-2023 to conduct a preliminary investigation to determine whether the property commonly known as 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 (the "Property"): (a) meet the criteria set forth in N.J.S.A. 40A:12A-5; or (b) pursuant to N.J.S.A. 40A:12A-3 are necessary, with or without change in their condition, for the effective redevelopment of the Property; and

WHEREAS, the Planning Board, at a duly noticed public hearing held on March 14, 2024, reviewed the report entitled "Preliminary Investigation, Non-Condemnation Area in Need of Redevelopment, prepared for Old Belleville Hall & The Elks for Property Located at 254-256, 258-260 Washington Avenue & 143 Valley Street, Block: 8701 Lots: 8.01, 9 & 10, Township of Belleville, Essex County, NJ", dated February 13, 2024 (the "Preliminary Investigation") and testimony of the Township's planning consultant pursuant to and in accordance with the procedural requirements of N.J.S.A. 40A:12A-6, to determine whether the Property satisfies the

criteria set forth in N.J.S.A. 40A:12A-5 (or, if and as applicable, N.J.S.A. 40A:12A-3) to be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, after conducting its investigation and reviewing the Preliminary Investigation and a map of the proposed redevelopment area, and completing the public hearing on March 14, 2024, at which all objections to and support of the designation were received and considered, the Planning Board adopted a resolution on April 11, 2024 recommending that the Mayor and Township Council declare the Property a non-condemnation "area in need of redevelopment" under the Redevelopment Law in accordance with N.J.S.A. 40A:12A-6 for the reasons stated therein; and

WHEREAS, on April 23, 2024, the Township Council adopted Resolution No. 126-2024 designating the Property as an area in need of redevelopment (the "Redevelopment Area"); and

WHEREAS, on June 25, 2024, the Township Council adopted Ordinance No. 13-24 approving and adopting a redevelopment plan for the Redevelopment Area entitled "143 Valley

Street and 254-256 & 258-260 Washington Avenue Redevelopment Plan", prepared by Dougherty Planning & Development, LLC (the "Redevelopment Plan); and

WHEREAS, on November 26, 2024, the Township Council adopted Resolution No. 313-2024 authorizing the execution of the Redevelopment Agreement, dated November 27, 2024, concerning the redevelopment of the Redevelopment Area to include a PILOT Project of approximately 2,930 square feet of commercial space and approximately 108 residential units within a 5-story building with approximately 128 parking spaces and associated improvements in accordance with the Redevelopment Plan (collectively, the "PILOT Project"); and

WHEREAS, 260 Washington Urban Renewal, LLC (the "Entity") has been formed under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law") with the intention that the Entity own and redevelop the Property and construct the PILOT Project; and

WHEREAS, as of the date hereof (i) Block 8701, Lot 8.01 is owned in fee by BV Trade 1, LLC; Block 8701, Lot 9 is owned in fee by Belleville Ventures 2, LLC; and Block 8701, Lot 10 is owned in fee Belleville Ventures, LLC, all contract vendors of the Entity; (ii) the Entity shall be the fee owner of the PILOT Property prior to the Commencement Date and during the term of this Agreement; and (iii) the Entity has the right to acquire in fee the PILOT Property and authority under the agreement(s) related thereto to enter this Agreement and to subject the PILOT Project and the PILOT Property to the terms of this Agreement; and

WHEREAS, on or about August 29, 2025, the Entity filed an Application for a Financial Agreement with the Township (the "Exemption Application"), in accordance with N.J.S.A. 40A:20-8, pursuant to the LTTE Law seeking approval of a Financial Agreement providing for exemption from municipal taxation for the PILOT Project as aforesaid, for a period of thirty (30) years from "Substantial Completion", and for payment in lieu of taxes of an Annual Service Charge; and

WHEREAS, the chief executive officer of the Township submitted the Exemption Application to the Township Council for consideration of approval; and

WHEREAS, the Redeveloper also submitted on behalf of the Entity, as part of the Exemption Application, a form of financial agreement (the "Financial Agreement"), establishing the rights, responsibilities and obligations of the Entity under a long term tax exemption for the PILOT Project; and

WHEREAS, the relative stability and predictability of the payments and service charges to be paid by the Entity to the Township under the Financial Agreement will allow stabilization of the PILOT Project operating budget, allowing a high level of urban design, aesthetics and amenities as well as the use of high-quality materials which will maintain the appearance of the buildings over the life of the PILOT Project, which will ensure the likelihood of the success of the PILOT Project and insure that it will have a positive impact on the surrounding area; and

WHEREAS, the Township Council has reviewed the information provided in the Application and Financial Agreement and has deemed approval of same warranted and acceptable under the LTTE Law and further finds that the Financial Agreement will provide significant and long-term benefits to the Town.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Township of Belleville in the County of Essex, New Jersey, as follows:

Section 1. The Financial Agreement concerning 260 Washington Urban Renewal, LLC and the Long Term Tax Exemption of the PILOT Project under the LTTE Law is hereby approved substantially in the form attached hereto, and the Mayor is hereby authorized to execute such Financial Agreement, subject to such modifications or revisions, as deemed necessary and appropriate after consultation with counsel, and to perform and enforce the rights and obligations set forth therein.

Section 2. The Exemption Application concerning 260 Washington Urban Renewal, LLC and the Long Term Tax Exemption of the PILOT Project under the LTTE Law is hereby approved, and the Mayor and Township Council find that the PILOT Project represents an undertaking permitted by the LTTE Law, and constitutes improvements made for the purposes of clearance, replanning, development or redevelopment of an area in need of redevelopment within the Township, as authorized by the Redevelopment Law and the LTTE Law.

Section 3. The Clerk of the Township is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such document.

Section 4. The executed copy of the Financial Agreement shall be certified by and be filed with the Office of the Township Clerk. Further, the Clerk of the Township shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township and the Director of the Division of Local Government Services with the Department of Community Affairs, in accordance with Section 12 of the LTTE Law.

Section 5. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 6. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are hereby rescinded.

Section 7. This ordinance shall take effect in accordance with applicable law.

Motion to open to public by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public Comments:

Michael Sheldon 47 Floyd St.

- **Explain the nature of this agreement**

Redevelopment Council Dean Donatelli:

- **30-year Financial Redevelopment Agreement**
- **108 units**

Motion to close public portion and adopt by Councilmember DePeña seconded by Councilmember Cozzarelli Ayes: Cozzarelli, DePeña, Graziano, Guardabasco and Mayor Melham Nays: Muldrow and Velez Absent: None Abstain: None

Ordinance #55-25
Ordinance for Introduction

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE CHAPTER 8-2.2, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS

Section I: that section 8-2.2, schedule I of the entitled ordinance is hereby amended by AMENDING the following location:

NAME OF STREET	SIDE	LOCATION
Belmont Avenue	West	Beginning at a point 35 'North of the N/W apex of Honiss Street/ Belmont Avenue and continuing 690' South thereof;

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, this Ordinance shall take effect upon passage.

Motion to introduced by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #56-25
Ordinance for Introduction

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, PARKING METERS, CHAPTER 9-1.3, TIME LIMIT ON ALL TOWNSHIP MUNICPAL LOTS

Section I: that section 9-1.3 of the entitled ordinance is hereby amended by AMENDING the following:

In designated parking meter zones, payment for parking shall be made Monday Through Saturday 9 AM – 6 PM. In all Township Municipal Parking Lots, payment for parking shall be made daily, 24 hours a day.

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section II: This ordinance shall become effective immediately upon final passage and publication as provided by law.

Motion to introduced by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #57-25
Ordinance for Introduction

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, CHAPTER 8-2C.12, RESIDENTIAL PARKING PERMIT AREAS

Section I: that section 8-2C.12 of the entitled ordinance is hereby amended by REMOVING the following location:

Name of Street	Direction
Chestnut Street	South- between Franklin Avenue and Camp Carragher

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section II: This ordinance shall become effective immediately upon final passage and publication as provided by law.

Motion to introduced by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #58-25
Ordinance for Introduction

AN ORDINANCE OF THE TOWNSHIP OF BELLEVILLE, COUNTY OF ESSEX, STATE OF NEW JERSEY AMENDING CHAPTER 16 HEALTH, SUBCHAPTER 8 SANITARY CODE, §16-8.26, §16.8.27 AND §16-8.30 OF THE TOWNSHIP CODE

BE IT ORDAINED, by the Municipal Council of the Township of Belleville, County of Essex, State of New Jersey that Chapter 16 Health, Subchapter 8 Sanitary Code, §16-8.26, §16.8.27 AND §16-8.30 Township of Belleville is hereby amended as follows:

§ 16-8.26 Certain Animals Prohibited ~~in Dwellings.~~
No person shall keep or allow to be kept in any dwelling, house or structure, premises or upon any open property or grounds within the Township of Belleville, any horse, cattle, swine, goat, sheep, horses, roosters or venomous snakes.

§ 16-8.27 Regulation for Rabbits, Pigeons and Fowl.
No person(s) shall keep on his property, or in his possession, or permit to be kept, any rabbits, live chickens, pigeons, or fowl in excess of six (Excepting those persons engaged in the keeping of fowl for commercial purposes in the business zone), in number nor shall such animals or fowl be permitted to run or fly at large within the Township of Belleville. No person(s) shall have or keep any animals for the purpose of breeding. Such animals and fowl shall be confined in a suitable house or coop with an enclosed runway and house or coop shall be no less than 30 feet from a human dwelling, store, or office building and not less than 10 feet from any neighboring property line. Such house or coop shall be kept in good repair, shall have floors impervious to moisture and shall be waterproof, free from rats and vermin, properly lighted and ventilated and in a clean and sanitary condition at all times, and may be subject to periodic inspection by the Health Department. A property survey must be submitted to the Health Department showing the proposed location of the house or coop. All plans for such structures and all structures intended for the use of housing such animals or fowl shall be in accordance with the Construction Codes of the township. Houses or coops must be registered with the Health Department along with an annual fee of $50.00.

§16-8.30 shall be deleted.

BE IT FURTHER ORDAINED by the Municipal Council of the Township of Belleville, New Jersey:

1. That the balance of the ordinance shall remain in full force and effect.

2. All prior ordinances inconsistent with the language hereinabove are hereby repealed.

3. The ordinance shall take effect upon passage and publication is required by law.

Motion to introduced by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #59-25
Ordinance for Introduction

AN ORDINANCE OF THE TOWNSHIP OF BELLEVILLE AUTHORIZING AND APPROVING THE TERMINATION OF THE REDEVELOPMENT AGREEMENT AND THE FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF BELLEVILLE AND 91 TERRY STREET URBAN RENEWAL, LLC

WHEREAS, the Township of Belleville (the "Township") and 91 Terry Street Urban Renewal, LLC (the "Redeveloper/Entity") entered into that certain Redevelopment Agreement, dated December 19, 2016, as amended by the Settlement, Release and Amendment to Redevelopment Agreement, dated as of February 19, 2019, the Second Amendment to Redevelopment Agreement, dated as of June 13, 2023, and the Third Amendment to Redevelopment Agreement, dated as of June 18, 2024 (collectively, the "Redevelopment Agreement"), concerning the property known as 91 Terry Street and 371 Cortland Street and designated on the official tax map of the Township of Belleville as Block 8902, Lots 1, 10 and Lot 11 (the "Property"); and

WHEREAS, the Township of Belleville and Redeveloper/Entity entered into that certain Financial Agreement by and between the Township of Belleville and 91 Terry Street Urban Renewal, LLC, dated April, 2020, pursuant to Ordinance No. 3467 as amended by the First Amendment to Financial Agreement, dated as of June 13, 2023, and the Second Amendment to Financial Agreement, dated as of June 18, 2024 (collectively, the "Financial Agreement"), providing for a long term tax abatement on the Property in accordance with the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.; and

WHEREAS, on or about on December 12, 2019, the Redeveloper/Entity received site plan approval and has since only partially completed construction of certain improvements on the Property under the Redevelopment Agreement, including portions of a multi-family building containing approximately 115 residential units and related site improvements (collectively, the "Project"); and

WHEREAS, under Section 9.01 of the Financial Agreement, the Redeveloper/Entity is required to comply with all relevant Federal, State or Township statutes, ordinances, resolutions, rules and regulations:

> "**Section 9.01 Operation**
> During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of the Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq. as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the Township shall, among its other remedies, have the right to terminate the tax exemption"; and

WHEREAS, similarly under Section 5.04 of the Redevelopment Agreement, the Redeveloper/Entity is required to comply with all applicable local laws and ordinances regarding the Redeveloper/Entity's affordable housing obligations in relation to the Project; and

WHEREAS, Section 6 of Ordinance No. 3451 of the of the Township Code entitled "Amendments to Development Fee Regulations of the Affordable Housing Ordinance of the Township of Belleville" (the "Affordable Housing Ordinance"), the Redeveloper/Entity is required to pay the Township a residential affordable housing fee in the amount $275,152.60, one-half of which (or $137,576.30) the Entity must pay "at the time of issuance of the building permit"; and

WHEREAS, since the application for/issuance of a building permit for the Project on or about January 19, 2021, the Entity has failed to make all or a portion of such affordable housing payment to the Township in accordance with the Affordable Housing Ordinance; and

WHEREAS, in accordance with the Financial Agreement, the Redevelopment Agreement and the applicable penalty sections of the Township Code, the Redeveloper/Entity is, and has been, in default of such agreements and/or in violation of the Township Code because the Redeveloper/Entity has failed to make the above-referenced payments to the Township as required under the Financial Agreement, the Redevelopment Agreement and Township Code; and

WHEREAS, on or about April 30, 2025 and in accordance with the Redevelopment Agreement and Financial Agreement, the Township duly served on the Redeveloper/Entity written notices of the above referenced defaults (namely, the Redeveloper/Entity's default and failure, and continuing failure, to perform its payment obligations under the Redevelopment Agreement and the Financial Agreement (collectively, the "Default Notices"); and

WHEREAS, under the Redevelopment Agreement and the Financial Agreement, the Redeveloper/Entity was required to finish construction of the Project on or about March 12, 2025, and all deadlines and completion dates set forth in the Redevelopment Agreement and the Financial Agreement have passed; and

WHEREAS, the Redeveloper/Entity has, *inter alia*, failed to complete the construction of the Project or diligently pursue same as required under the Redevelopment Agreement and the Financial Agreement; and

WHEREAS, the Redeveloper/Entity has defaulted and failed to comply with its payment obligations as set forth herein, the Redevelopment Agreement, the Financial Agreement and the Default Notices; and

WHEREAS, the Default Notices provide that if the Redeveloper/Entity fails to make such outstanding payments within thirty (30) days of the date of such notices, then the Township shall proceed to terminate the Financial Agreement and/or pursue any and all remedies, fines, penalties and interest available under the Township Code, Financial Agreement or Redevelopment Agreement, at law and in equity; and

WHEREAS, on or about July 25, 2025, the representatives of the Township met in good faith with representatives of the Redeveloper/Entity in an attempt to resolve the Redeveloper/Entity's defaults set forth in the Default Notices; and

WHEREAS, as of the date of this Ordinance and despite the Township's good faith efforts, the Redeveloper/Entity has failed to make the required payment to the Township or complete construction of the Project or show any good faith efforts to complete the Project or the Project in accordance with the Redevelopment Agreement, the Financial Agreement and/or the Default Notices; and

WHEREAS, the cure periods under the respective Default Notices have passed, and the Township's ongoing good faith efforts to resolve the dispute and the Redeveloper/Entity's defaults under the Redevelopment Agreement and Financial Agreement have been unsuccessful; and

WHEREAS, in light of the Redeveloper/Entity's ongoing defaults under the Redevelopment Agreement and the Financial Agreement, and its failure and/or refusal to cure same, the Township desires to terminate the Redevelopment Agreement and the Financial Agreement and all of the Redeveloper/Entity's rights thereunder.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Township Council of the Township of Belleville, Morris County, State of New Jersey, that the Township's termination of the Redevelopment Agreement between the Township of Belleville and 91 Terry Street Urban Renewal, LLC, and all of the Redeveloper/Entity's rights thereunder is hereby authorized and approved; and

BE IT FURTHER ORDAINED, by the Mayor and Township Council of the Township of Belleville, Morris County, State of New Jersey, that the Township's termination of the Financial Agreement between the Township of Belleville and 91 Terry Street Urban Renewal, LLC, and all of the Redeveloper/Entity's rights thereunder is hereby authorized and approved; and

BE IT FURTHER ORDAINED, that the Township Attorney or Redevelopment Counsel are hereby authorized to take any and all actions necessary or desirable to terminate the Redevelopment Agreement and the Financial Agreement and all of the Redeveloper/Entity's rights thereunder through the serving of a written termination notice on the Redeveloper/Entity and other documents necessary or desirable to effectuate such termination on terms consistent with this Ordinance and any other terms and conditions deemed advisable by Township Attorney or Redevelopment Counsel; and

BE IT FURTHER ORDAINED, that the Mayor and Clerk are hereby authorized to sign and witness, respectively, any documents necessary or desirable to effectuate the termination of the Redevelopment Agreement and the Financial Agreement and all of the Redeveloper/Entity's rights thereunder on terms consistent with this Ordinance, and any other terms and conditions deemed advisable by Township Attorney or Redevelopment Counsel, and to perform the Township's obligations and enforce its rights thereunder; and

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and in effect; and

BE IT FURTHER ORDAINED, that any ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

Motion to introduced by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Ordinance #60-25
Ordinance for Introduction

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF BELLEVILLE, NEW JERSEY, CHAPTER 8-16, ENTITLED HANDICAPPED PARKING SPACES

Section I: that section 8, schedule 16 of the entitled ordinance, is hereby amended by ADDING the following locations to be designated as a restricted parking space for use by the person who has been issued an identification card or special handicapped plates by the Division of Motor Vehicles.
The following locations will expire one year after installation, pending re-evaluation of handicapped parking space request and confirmation of necessary credentials.

STREET	SIDE	LOCATION
42 Mount Prospect Avenue continuing	East	Beginning at a point 361 feet south of the S/E apex of Mount Prospect Avenue and Maier Street and to a point 22 feet south thereof;
81 Carmer Avenue APT 1-B	South	Beginning at a point 124 feet east of the N/E apex of Carmer Avenue and Saint Mary's Place and continuing to a point 22 feet east thereof;

STREET	SIDE	LOCATION
225 Ralph Street	West	Beginning at a point 211 feet north of the N/W apex of Ralph Street and Terry Street and continuing to a point 22 feet north thereof;
172 Heckel Street	East	Beginning at a point 152 feet north of the N/E apex of Heckel Street and Honiss Street and contina point 22 feet north thereof;
50 Honiss Street APT 2	North	Beginning at point 116 feet east of the N/E apex of Honiss Street and Heckel Street and continuing to a point 22 feet east thereof.

Motion to introduced by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public Comments:

Motion to open public by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Public Portion:

Adrian Campos 9 Preston St.

- Why is mu van classified as a commuter van. What makes it commercial van.

Police Chief Mark Minichini

- Take summons to court and have the judge rule on it.

Gary Hinton 307 Fairway Ave.

- Thank you for cutting the trees

Rich Ferrigan 279 Fairway Ave.

- PSE&G commercial vehicle never gets vehicle.

Vincent Frantantoni 129 Mt. Pleasant Ave.

- The garbage company is not putting garbage cans back, they are not doing the job right

Mario Drozdz 95 Bell St.

- Pilots have to be consistent

Michael Sheldon 47 Floyd St.

- Residents must not be charged for parking on new developments.
- Minutes for zoning have not been updated.

Motion to close by Councilmember DePeña seconded by Councilmember Velez Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Resolution:

Resolution#234-2025

APPROVING PLACE TO PLACE TRANSFER FOR PLENARY RETAIL DISTRIBUTION LICENSE #0701-44-039-004, ISSUED TO C & I LIQUOR, LLC T/A SILVERLAKE WINES & SPIRITS

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, an application has been filed for a place-to-place transfer of Plenary Retail Distribution License #0701-44-039-004, heretofore, issued to C & I Liquor, LLC t/a Silverlake Wines & Spirits; and

WHEREAS, the submitted application form is complete in all aspects, the State and local entity transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

NOW, THEREFORE, BE IT RESOLVED, that the Township of Belleville Governing Body does hereby approve the place-to-place transfer of the aforesaid Plenary Retail Distribution License to C & I Liquor, LLC t/a Silverlake Wines & Spirits, pursuant to an Act of Legislature of the State of New Jersey entitles, "An Act Concerning Alcoholic Beverages" passed December 6, 1993, and Chapter 6-3.4 of the Revised General Code of the Township of Belleville, Essex

County, New Jersey, and the various supplements thereto, be granted to C & I Liquor, LLC t/a Silverlake Wines & Spirits, New License#0701-44-039-005, to reflect the transfer effective September 23, 2025.

#0701-44-039-005
C & I Liquor, LLC t/a Silverlake Wines & Spirits
165 Belmont Avenue
Belleville, New Jersey

BE IT, FURTHER RESOLVED, that such license be endorsed by the Municipal Clerk/A.B.C. Secretary and be distributed to above named licensee.

Motion to adopt by Councilmember Cozzarelli seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, and Velez and Nays: None Absent: None Abstain: Mayor Melham

RESOLUTIONS:

Consent Agenda

Motion to removed Resolution#228-2025 and Resolution#229-2025 from consent agenda by Councilmember Cozzarelli seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

Motion to table Resolution#229-2025 by Councilmember Cozzarelli seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

AWARDING A FAIR AND OPEN CONTRACT OVER $53,000.00 FOR KITCHEN RENOVATIONS AT THE BELLEVILLE SENIOR CENTER 125 FRANKLIN AVENUE TO WHITE ROCK CORP. $114,750.00

WHEREAS, the Township of Belleville is in need of ***kitchen renovations at the Belleville Senior Center located at 125 Franklin Avenue***, and

WHEREAS, the Township is desirous to award this contract under the provisions of N.J.S.A. 19:44A-20.5 as a fair and open contract, and

WHEREAS, ***White Rock Corp., 17 Grammercy Road, Old Bridge, NJ 08857*** has been awarded ***Bergen County Cooperative Pricing System #CK04-BERGEN***, and

WHEREAS, the contract is in excess of $53,000.00 which requires award by the governing body, and

WHEREAS, the Chief Financial Officer has indicated that funding is available in Township budgetary account number L CBP 675, 690 Main Street (Recreation);

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Township Council of the Township of Belleville award a fair and open contract to ***White Rock Corp.*** for ***kitchen renovations at the Belleville Senior Center, 125 Franklin Avenue Belleville, NJ*** in the amount of ***$114,750.00 as per quote dated September 12, 2025***.

Motion to move consent agenda as amended by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #207-2025

AUTHORIZING THE TOWNSHIP CHIEF FINANCIAL OFFICER TO ISSUE CHECKS IN PAYMENTS OF BILLS FROM VARIOUS ACCOUNTS

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

BE IT RESOLVED by the Mayor and Municipal Council of the Township of Belleville that checks be issued by the Chief Financial Officer to pay bills from various funds the bill list consisting of **29 pages** as follows:

Current A/C	$	4,117,986.25
General Capital A/C	$	1,473,479.91
Water Operating A/C	$	14,469.37
Water Capital A/C	$	-
Trust	$	143,049.79
Trust - COAH A/C	$	2,959.50
Trust - Escrow A/C	$	-
Grant Fund	$	191.19
Law Enforcement Fund		
Clean Communities Grant	$	-
NJ State Unemployment	$	-
TOTAL	**$**	**5,752,136.01**

Total from report	$	5,752,136.01
Difference/Check	$	-

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #208-2025

APPROVING RAFFLE LICENSES
RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

BE IT RESOLVED, by the Mayor and Municipal Council of the Township of Belleville that the below listed licenses be issued to the following organizations in accordance with the application on file in the Office of the Municipal Clerk of the Township of Belleville.

RAS St. Anthony's Church
750 North 7th Street
Newark, NJ 07107

RL# 3363
(Tricky Tray Raffle)

RAS St. Anthony's Church
750 North 7th Street
Newark, NJ 07107

RL# 3366
(50/50 Raffle)

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #209-2025

AUTHORIZING AND APPROVING REFUND OF THE BUILDING DEPARTMENT TO SUBMIT A REFUND ON OVER PAYMENT ON A FIRE PERMIT

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

BE IT RESOLVED, by the Municipal Council of the Township of Belleville, County of Essex, New Jersey, that the owner of 524 UNION AVE., LLC be and are hereby authorized to a refund of the following refund for $2,214.

Make Checks Payable and Mail to:
524 Union Ave., LLC
19 Amelia Street
N. Caldwell, NJ 07006
Amount $2,214

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #210-2025

"RESOLUTION REQUESTING AN EXTENSION OF TIME FOR THE AWARD OF A CONTRACT FOR THE DOT MA 2024 GRANT" FOR SIDEWALKS AND ADA IMPROVEMENTS

WHEREAS, the Belleville Township (Township) Engineer must prepare bid documents, and, advertise and receive bids, for the improvements associated with the 2024 DOT Municipal Aid Project (Project); and

WHEREAS,, the Township has received a DOT MA 2024 grant in the amount of $773,593 for the Project; and,

WHEREAS,, the estimated construction cost of the Project is $1,625,000, which includes sidewalk and ADA improvements; and

WHEREAS,, the Township has recently bonded for the financing of the engineering, construction, and contract administration of the Project; and

WHEREAS,, the bonding for the Project was deferred due to budget delays; and

WHEREAS,, the Township requests a six (6) month extension of time to award a contract to June 30, 2026.

NOW, THEREFORE, BE IT Resolved, that the Municipal Council of Belleville Township hereby authorizes the Township Engineer to request an extension of time to award a contract for the DOT MA 2024 funded Project, to June 30, 2026.

BE IT, FURTHER RESOLVED, that the Township Engineer will forward a letter to the DOT requesting said extension of time along with a certified copy of this resolution.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #211-2025

Proclamation Honoring Motorcycle Mall as Belleville business Leader of the Century
RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, the legacy of Motorcycle Mall began in 1975, when John "Red" Resciniti Sr. and his son John Resciniti Jr. first opened their doors on Halsey Street in Newark, bringing Indian dirt bikes to the streets of New Jersey and laying the foundation for what would become a legendary family-run business; and

WHEREAS, in 1977, the Resciniti family moved their operations to 165 Washington Avenue in Belleville, transforming that location into a thriving destination for motorcycle enthusiasts. Under the leadership and dedication of John Jr., the business flourished for over three decades, built on the core principles of honesty, professionalism, and respect for every customer; and

WHEREAS, the torch was passed to the third generation, John C. "LJ" Resciniti III, who grew up in the business, LJ has worked in every department and has done it all. He has brought Motorcycle Mall to new heights by expanding product lines, enhancing service operations, and driving innovation in all departments — from Sales and Service to Parts, Accessories, and Marketing; and

WHEREAS, in April 2012, Motorcycle Mall moved just one mile up the road to its current world-class facility at 655 Washington Avenue in Belleville, a stunning 100,000+ square-foot showroom and service center, now recognized as one of the largest and most comprehensive motorcycle dealerships in the nation; and

WHEREAS, Motorcycle Mall's commitment to excellence has earned them numerous prestigious awards, including the Power50 Award from Powersports Business, and recognition as the #1 Dealer in the U.S. by DealerNews, as well as annual Top Performer awards from major manufacturers such as Kawasaki, Yamaha, Honda, Suzuki, and BRP; and

WHEREAS, in April 2024, Motorcycle Mall expanded by opening Motorcycle Mall of Monmouth in Middletown, NJ, bringing their trademark service and expertise to customers throughout Monmouth, Middlesex, and Ocean counties, including the Jersey Shore region; and

WHEREAS, for nearly 50 years, the Resciniti family and the entire Motorcycle Mall team have remained steadfast in their dedication to their customers, their community, and the powersports industry. Motorcycle Mall has served as the **premier motorcycle and powersports dealership** in the tri-state area for decades, becoming a beacon of local entrepreneurship, family values, and American business excellence.

NOW, THEREFORE, I, Mayor Michael Melham and the Municipal Council of the Township of Belleville, do hereby recognize and proclaim **Motorcycle Mall** as the **"Belleville Business Leader of the Century"**. We celebrate their incredible legacy, applaud their contributions to Belleville's economic and cultural vitality, and thank them for being a model of integrity, innovation, and hometown pride.

PROCLAIMED *on this 23rd day of September 2025*

_____
Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #212-2025

RESOLUTION IN SUPPORT OF STATE AND FEDERAL FINANCIAL ASSISTANCE FOR THE PLANNING AND CONSTRUCTION OF THE PARALLEL INTERCEPTOR WILL PLACE UPON THE RESIDENTS OF VALLEY SEWERAGE COMMISSION (PVSC)

WHEREAS, the Passaic Valley Sewerage Commission ("PVSC") is a body politic and corporate of the State of New Jersey, established in 1896 by executive order and continued in perpetuity in 1902 pursuant to N.J.S.A. 58:14-1, et seq., for the purpose of relieving the Passaic River and its tributaries of polluting matter, from the Great Falls in Paterson, New Jersey, to the confluence of the Passaic River and Newark Bay in Newark, New Jersey; and

WHEREAS, PVSC's treatment district encompasses all or parts of the following forty eight (48) New Jersey municipalities, located throughout the Counties of Bergen, Essex, Hudson, Passaic, and Union: City of Bayonne, Township of Belleville, Township of Bloomfield, City of Clifton, Borough of East Newark, City of East Orange, Borough of East Rutherford, City of Garfield, Borough of Glen Ridge, Borough of Haledon, Town of Harrison, City of Jersey City, Township of Kearny, Borough of Lodi, Township of Lyndhurst, Township of Montclair, City of Newark, Borough of North Arlington, Township of North Bergen, Township of Nutley, Township of Orange, City of Passaic, City of Paterson, Borough of Prospect Park, Borough of Rutherford, City of Union City, Borough of Wallington, Borough of Elmwood Park, Borough of Fair Lawn, Borough of Glen Rock, Borough of Hawthorne, Township of Little Falls, Borough of North Haledon, Township of Saddle Brook, Township of South Hackensack, Borough of Totowa, Borough of Woodland Park, Borough of Wood-Ridge, Township of Cedar Grove, City of Elizabeth, Township of Franklin Lakes, City of Hackensack, Borough of Hasbrouck Heights, Township of Hillside, Borough of North Caldwell, Village of Ridgewood, South Orange Village, and Township of West Orange the "Contributing Municipalities"; and

WHEREAS, in furtherance of its mission to protect public health and the environment, PVSC owns and operates the fifth largest publicly owned secondary wastewater treatment facility in the United States, located in Newark, New Jersey; and

WHEREAS, each day, PVSC treats wastewater generated by over 1.6 million New Jersey residents and thousands of businesses, providing wastewater treatment services for approximately one of every six persons residing in the State; and

WHEREAS, PVSC's operations are regulated by the State of New Jersey Department of Environmental Protection ("NJDEP") and the United States Environmental Protection Agency through a permit granted pursuant to the New Jersey Pollutant Discharge Elimination System; and

WHEREAS, by letter dated February 13, 2024, NJDEP has advised PVSC that it intends to issue a new permit to PVSC that will require PVSC to adopt and implement a regional long term control plan (the "Regional LTCP") for the reduction and/or elimination of combined sewer overflows; and

WHEREAS, the Regional LTCP includes, among other projects, the construction of a five mile-long sewer interceptor running underneath the city of Newark from approximately the

Bellville/Newark border to the PVSC wastewater treatment plant, parallel to PVSC's main sewer interceptor that is already in place at that location (the "Parallel Interceptor"); and

WHEREAS, the Parallel Interceptor will provide critical infrastructure resiliency, thus, safeguarding public health and the environment; and

WHEREAS, the estimated cost for the Parallel Interceptor and associated infrastructure is approximately $1.6 billion, making it the largest single public health infrastructure expenditure in New Jersey history; and

WHEREAS, without any financial assistance, the cost for the Parallel Interceptor will be borne by all of PVSC's Contributing Municipalities, resulting in an anticipated 60% increase in sewer rates lasting over the next 40 years solely to finance the Parallel Interceptor; and

WHEREAS, large portions of the residents PVSC's sewage treatment district live in communities that are "overburdened" as defined by New Jersey Environmental Justice Law and have poverty levels above the 2023 national average of **11.1**%; and

WHEREAS, communities and residents in PVSC's sewage treatment district face other mounting costs for related issues, such as stormwater mitigation, and legacy environmental issues, including complex litigation by corporations seeking to shed liabilities from discontinued manufacturing operations; and

WHEREAS, State and federal financial assistance is required to alleviate and offset the enormous financial burden that the planning and construction of the Parallel Interceptor will place upon the residents of PVSC Contributing Municipalities.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the Township of Belleville, that the Governor of the State of New Jersey, the Legislature of the State of New Jersey, and the Congressional Delegation of the State of New Jersey should immediately work together to identify and dedicate State and federal funding sources for the full costs of the Parallel Interceptor.

BE IT FURTHER RESOLVED that the Municipal Clerk shall cause a copy of this resolution to be delivered via United States Postal Service to each elected member of the New Jersey Legislature and each elected member of the United States Congress representing the Township of Belleville.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #213-2025

Honoring Dr. Frank A. Cocchiola Jr. as the 2025 Grand Marshal

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Dr. Frank A. Cocchiola, Jr. has dedicated his life to education, public service, and the celebration of Italian-American heritage; and

WHEREAS, Dr. Cocchiola began his distinguished career after earning degrees from Seton Hall University, Montclair State University, and a Doctorate in Educational Leadership from Fordham University; and

WHEREAS, he served the Wallington Public School District for 42 years, as a teacher, coach, principal, and Superintendent of Schools for two decades—earning national recognition as one of the "Top 100 Educators" in the U.S.; and

WHEREAS, even after retirement, he continued to support education by serving in multiple interim leadership roles in South Plainfield, Wallington, and the Essex County Vocational Technical School District—where, under his leadership, two schools were named Blue Ribbon Schools by the U.S. Department of Education; and

WHEREAS, a proud lifelong resident of Nutley, he has been a devoted member of the Nutley Chapter of UNICO National since 1985, receiving numerous honors for his civic leadership, including Unican of the Year and Essex County Italian-American Man of the Year; and

WHEREAS, his dedication to preserving Italian-American culture and organizing meaningful community events has left a lasting impact.

NOW, THEREFORE, BE IT, RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville, do hereby proclaim **Dr. Frank A. Cocchiola, Jr.** as **the 2025 Grand Marshal**. We extend to him our heartfelt congratulations on his full retirement and wish him continued happiness, health, and cherished moments with his beloved wife Susan, daughters Nicole and Gina, their families, and his five grandchildren.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #214-2025

Christine Lamparello as the 2025 Belleville Italian Woman of the Year

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Christine "Chris" Lamparello was born in Newark and raised in Bloomfield, daughter of Joseph and Cecelia, alongside her younger sister and brother; and

WHEREAS, in 1995, she married Michael and settled in Belleville, where together they raised their sons Anthony and Vincent; and

WHEREAS, for the past three years, she has served the Belleville School District as an Adaptive Skills Vocational Facilitator in the Life Skills Program, enhancing educational opportunities for students with special needs; and

WHEREAS, Chris has long embodied the spirit of community service—actively participating in her children's schools, local sports organizations, serving as a Boy Scouts committee member and leader, coaching Special Olympics, and dedicating six years to the Belleville Board of Education, including leadership as trustee and President; and

WHEREAS, she currently serves as a trustee on the library board, leads the district's special education parents' group, and contributes as a member of Belleville UNICO; and

WHEREAS, in 2022, she and her son Vincent founded the Lamparello Foundation to provide scholarships to deserving high school musicians and basketball players and to support the special education community; and

WHEREAS, Chris takes pride in celebrating her Italian heritage—rooted in Calabritto, Avellino, Campania, Marinpoli, and Caltanissetta, Sicily. Keeping alive the laughter, family stories, and culinary traditions passed down from her great-grandparents.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville do herby proclaim ***Christine Lamparello*** as the ***2025 Belleville Italian Woman of the Year.*** Honoring her outstanding contributions to education, community, heritage, and service.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #215-2025

Stephen Donald Sr. as the 2025 Belleville Italian Man of the Year

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N. J.

WHEREAS, Stephen Donald Sr., a proud fourth-generation Italian American, was born in Newark in 1958 and raised with a deep appreciation for his cultural roots—first inspired by the legendary Sunday dinners and holiday feasts hosted by his beloved Grandma Mary, where homemade pasta, tomato pies, and ravioli-making parties laid the foundation for a lifelong love of Italian food, family, and tradition; and

WHEREAS, Stephen moved to Belleville at the age of five, where he attended School #8 and later Belleville Junior and Senior High Schools, participating in wrestling, crew, and theater. After an early career in carpentry, he pursued his academic goals, earning an A.S. in Engineering from Bergen Community College and a B.S. in Computer and Information Science from NJIT, graduating Magna Cum Laude and earning induction into the Tau Beta Pi National Engineering Honor Society; and

WHEREAS, Stephen went on to have a 35-year career in Information Technology, including 25 years with NCR Corporation, where he received multiple performance awards before retiring in 2020 to focus on property management and improvement; and

WHEREAS, Stephen is a devoted father to two accomplished children: Lindsay, a healthcare professional with degrees from Northeastern University, and Stephen Jr., an athletic trainer educated at the University of Delaware. He now embraces the joy of grand fatherhood with his grandson, Elliot, and proudly carries on family traditions like "Second Sunday" gravy dinners and the Feast of the Seven Fishes, ensuring the spirit of Grandma Mary and his mother Dolores lives on in the next generation; and

WHEREAS, deeply committed to community service, Stephen has volunteered as a youth soccer and wrestling coach, supported Toys for Tots, and now serves as 3rd Vice Commander of the American Legion Post 105 in Belleville, where he leads fundraising efforts for veterans, organizes events, and initiated a blood drive that earned the Post its first-ever "4 Pillar Award"—the only American Legion post in New Jersey to receive such recognition.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham, together with the Municipal Council of the Township of Belleville, proudly honor **Stephen Donald Sr.** as the **2025 Belleville Italian Man of the Year** for his enduring commitment to faith, family, community, and Italian-American heritage. From his devotion at the family table to his service in the community, Stephen embodies the true spirit of the Italian-American experience and serves as a source of pride and inspiration to all who know him.

***PROCLAIMED** on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #216-2025

Andrew F. Garruto, Esq. 2025 Nutley Man of the Year

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Andrew "Andy" Garruto grew up in Nutley along with his 5 siblings: Anthony, Cat, Vita, Barbie and Marie. He is a local lawyer and lives and practices in his hometown, three blocks from where he grew up and, in a house, and office, he delivered the Star Ledger to back in the 1970's; and

WHEREAS, Andy graduated from Nutley High School in 1982 and obtained his B.A. from Rutgers University. He then attended Delaware Law School here he was elected President of the Student Bar Association, and upon graduation received two outstanding service awards; and

WHEREAS, Andy began his legal career as a judicial intern for the Hon. Stanley R. Chesler, U.S. Magistrate in Newark, New Jersey. He then worked as a Judicial Law Clerk for the Hon. June Strelecki, and then for the Hon. Arthur J. Blake, both of whom were Judges of the N.J. Superior Court; and

WHEREAS, Andy built a thriving law practice, and has been practicing law for 33 years, 28 of which in Nutley. He is admitted to practice law by the New Jersey Supreme Court, the United States Federal Court, and the United States Supreme Court. He is certified by the New Jersey Supreme Court as a Civil Trial Attorney and is certified by the National Board of Trial Advocacy as a Board-Certified Trial Attorney and is the Founder and membership Chair of the Nutley Lawyers Club and was named in New Jersey Monthly Magazine's "Top 100 Lawyers in New Jersey".

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville**,** proudly recognize and honor **Andrew F. Garruto, Esq.** as the **2025 Nutley Man of the Year**.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #217-2025

Patricia "Tricia" Badalamenti as the 2025 Nutley Italian Woman of the Year

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Patricia "Tricia" Badalamenti exemplifies the values of family, faith, hard work, and community service—balancing a successful four-decade career in property management with philanthropic outreach, and the cherished tradition of hosting Sunday dinners for her extended family; and

WHEREAS, born in Italy and immigrating to the United States at age 12, Tricia proudly declares, *"America is my country, and Italy is in my heart."* Her deep cultural ties are evident in her frequent visits to Italy to support family, churches, and an orphanage with which she maintains ongoing philanthropic relationships; and

WHEREAS, a graduate of Seton Hall University and a member of the New Jersey Real Estate Commission, Patricia is fluent in Italian, English, Spanish, French, and Portuguese—skills that have been instrumental in her business success and in supporting those around her; and

WHEREAS, from a young age, Patricia served as a cultural bridge for her family—often translating and interpreting school communications for her immigrant parents; and

WHEREAS, she continues to serve her community with generosity and dedication, supporting local churches and charities, and currently lending her voice and leadership as a member of the Board of Trustees at Clara Maass Medical Center.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville, do hereby honor and congratulate **Patricia "Tricia" Badalamenti** as the **2025 Nutley Italian Woman of the Year**, in recognition of her enduring contributions to business, culture, and community. Her legacy is one of love, service, and strength which is deeply rooted in both her Italian heritage and American journey.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #218-2025

Louie J. Ritacco 2025 Italian Business Leader of the Year

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Louie J. Ritacco, a proud first-generation Italian-American and son of Luigi and Jozet Ritacco, carries forward a legacy of hard work, family pride, and cultural tradition that began when his father immigrated from Calabria, Italy, in 1966; and

WHEREAS, raised in Belleville and later in Nutley, Louie grew up in the restaurant industry at his family's original business, Ritacco Brothers Pizzeria, where he learned early the values of service, dedication, and entrepreneurship; and

WHEREAS, a standout athlete and four-year starter in both football and wrestling at Nutley High School, Louie earned a full scholarship to the University of Delaware, becoming a finalist in the 2007 National Football Championship before returning home to build his professional path; and

WHEREAS, in 2014, Louie co-founded **Luna Wood Fire Tavern,** now a beloved local destination known for its hospitality, quality, and strong community roots - earning features in *New Jersey Monthly* and other notable outlets for its excellence in cuisine and service; and

WHEREAS, beyond business, Louie has consistently given back - supporting local schools, sports teams, and charities, and being recognized by the Nutley Jaycees in 2019 as Outstanding Young Man of the Year for his civic leadership and generosity; and

NOW, THEREFORE, BE IT RESOLVED, that I Mayor Michael Melham and the Municipal Council of the Township of Belleville, proudly honor **Louie J. Ritacco** as the **2025 Italian Business Leader of the Year**, in recognition of his entrepreneurial excellence, unwavering commitment to community. We celebrate Louie, his wife Rosa, and their sons Louie and Carlo, for the legacy they continue to build—rooted in family, service, and success.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #219-2025

Andrea Lyn Cammarato-Van Benschoten 2025 Italian Heritage Award

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Andrea Lyn Cammarato-Van Benschoten, a proud third-generation Italian-American born in Newark and raised in Belleville, has carried forward her family's deep-rooted values of culture, community, and tradition; and

WHEREAS, with ancestral ties to Calabritto in the Avellino province and to Sicily, Andrea honors her heritage by preserving and sharing the stories of Italian immigrants who helped shape Newark and the surrounding region; and

WHEREAS, a graduate of Seton Hall University with a degree in journalism, Andrea combined her passion for storytelling and cultural pride in her acclaimed book, *The Italians of Newark: A History*—a moving tribute to the lives, struggles, and legacy of everyday Italian-American families; and

WHEREAS, through her online platforms—*thisismynewjersey.com* and *jerseygirlitalianroots.com*—Andrea continues to celebrate New Jersey culture and Italian-American identity, offering thoughtful insight and heartfelt reflection; and

WHEREAS, Andrea draws strength and inspiration from her great-grandparents, who bravely left their homeland in pursuit of the American dream; from her grandparents, Pasquale and Rose (Fucetola) Fieramosca, who instilled in her a deep sense of ethnic and national pride; from her extended family; and from the unconditional support of her husband, Glenn.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham, along with the Belleville Township Council, proudly present the **2025 Italian Heritage Award** to **Andrea Lyn Cammarato-Van Benschoten** for her exceptional literary contributions and her unwavering devotion to preserving and celebrating Italian-American history, culture, and community.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #220-2025

Cristina Maria Latino as the 2025 Renaissance Woman Honoree

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Cristina Maria Latino is a proud second-generation Italian American whose heritage traces to Avellino and Siracusa, Sicilia. Growing up with her maternal nonna, Cristina learned the Avellinese dialect and embraced family traditions like making homemade fusilli and scarola 'mbuttunata; and

WHEREAS, Cristina earned both her B.A. in Language, Business & Culture (Italian concentration) and her M.B.A. from Montclair State University, graduating magna cum laude. She was inducted into multiple honor societies and held leadership roles in student organizations, including Vice President of the Italian Honor Society and revitalizing the Amici Club; and

WHEREAS, her passion for culture extended to the arts, performing with university choirs at venues such as Carnegie Hall, NJPAC, and internationally. Cristina also authored an academic thesis on Italy's economic development, now pending publication; and

WHEREAS, Cristina has served the Coccia Institute since 2018, currently as Program Coordinator. She led major initiatives including a partnership with Serie A USA, edited the docuseries *Red Sauce*, and co-organized the upcoming 2025 Italian American Studies Association Conference; and

WHEREAS, she has secured national grants, held internships with NIAF and Choose NJ, and continues to mentor students and serve her community through groups like Filitalia, the Italian Apostolate of Newark, and Walk Like MADD; and

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham, and the Municipal Council of the Township of Belleville**,** proudly recognize **Cristina Maria Latino** as the **2025 Renaissance Woman Honoree**. Her unwavering dedication to leadership, cultural preservation, and community engagement exemplifies the very best of the Italian-American spirit and legacy.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #221-2025

Steven James Rovell the 2025 Lifetime Achievement Award

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N. J.

WHEREAS, Steven James Rovell is a lifelong, third-generation resident of Belleville and a proud second-generation Italian American whose family has contributed to the township for over 90 years through service in public safety, health, and community leadership: and

WHEREAS, Steven's parents, Frank and Helen Rovell, were children of Italian immigrants from Buccino, Salerno, Campania, Cantalupo nel Sannio, Isernia, and Molise. His father, originally Francisco D. Roviello, changed his name to serve in the U.S. Navy during World War II and the Korean War, later dedicating 50 years of service to Belleville. Their legacy of sacrifice and service profoundly shaped Steven's life and values; and

WHEREAS, a graduate of Belleville High School, Steven earned a Bachelor of Science in Mechanical Engineering from Rutgers University and a Master of Science in Management

from Stevens Institute of Technology. With over four decades of business and technical experience, he holds certifications as a Project Management Professional and a Certified Government Chief Information Officer, serving in high-level roles with companies including Motorola and, most recently, as a Senior Program Manager Level III for Bowhead under contract to the U.S. Army; and

WHEREAS, Steven has been a pillar of civic leadership in Belleville, serving 20 years on the Township Council before retiring in July 2024. During his tenure, he was twice named Deputy Mayor and contributed significantly through leadership on committees including Technology, Stadium, Human Resources, Health, Police, Fire, and Recreation. He also represented Belleville in multiple regional joint insurance funds and commissions, consistently advocating for responsible governance and progress; and

WHEREAS, Steven's service to the community extends far beyond government. He is a past president of the Belleville Foundation, Belleville UNICO, and the Belleville Baseball Commission, and continues to serve as an active member of UNICO. A proud steward of Italian-American heritage, Steven has been a dedicated participant in the Nutley-Belleville Columbus Day Parade and actively preserves his cultural roots through winemaking, mentoring new winemakers, gardening, cooking, baking and sharing long-held family traditions.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville**,** do hereby present **Steven James Rovell** with the **2025 Lifetime Achievement Award** in recognition of his decades of civic service, professional excellence, cultural pride, and unwavering dedication to the Belleville community.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #222-2025

Julie Alongi Palmaborn 2025 Nutley Italian Woman of the Year

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Julie Alongi Palmaborn the youngest to proud Sicilian parents, Frank and Conchetta Alongi, and raised alongside three older brothers, Julie was deeply shaped by the traditions and values of her Italian heritage—traditions that continue to guide her life today; and

WHEREAS, she earned both a Bachelor's and Master's degree, beginning her career as an educator before transitioning into the field of real estate management, where she has thrived for over 35 years as co-owner of a respected Nutley-based business; and

WHEREAS, throughout her career, she has built lasting relationships within the community, handling everything from the complex to the everyday with care and professionalism—always finding joy in connecting with others and sharing stories that celebrate Italian culture and family legacy; and

WHEREAS, she is a devoted member of St. Anthony of Padua in Belleville, where she serves faithfully as a Eucharistic Minister, Lecturer, and member of the Financial Council, as well as Chair of the Archdiocesan Appeal, reflecting a lifelong dedication to her faith and parish community; and

WHEREAS, she has shown great resilience and grace through personal loss, as a widow of 16 years to her beloved husband, Frank Palma, and as the mother of her late daughter, Jayme Anne Palma. Today, she finds joy and pride in her granddaughter, Bianca Stephens, with whom she shares a close and loving bond.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville, proudly recognize and honor **Julie Alongi Palma as the 2025 Nutley Italian Woman of the Year** her enduring commitment to family, faith, and community. Her life stands as a shining example of strength, service, and the lasting spirit of the Italian-American experience.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #223-2025

William Lynch Community Excellence Award

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, Bill was born and raised in Belleville with his family going back four generations, all the way to 1890. The house where his great grandparents lived still stands on Lincoln Terrace and Belleville Avenue; and

WHEREAS, despite being of Irish heritage, he grew up on a street that was primarily Italian. He spent years being exposed to Italian culture in the homes of my childhood friends-the Bini's and the Cerami's; and

WHEREAS, Bill attended St. John's University in New York City from 1978-1984, earning a bachelor's degree in pharmacy sciences. Immediately after graduation, he began to work at the old Laterza's Pharmacy on the corner of Union Avenue and Joralemon Street; and

WHEREAS, in 1968 Bill bought the pharmacy and stayed there for eight years. In 1994, he moved the pharmacy to 530 Joralemon Street, taking over the old Gialanella's Meat Market. All combined, he has been a business owner in Belleville for over 40 years; and

WHEREAS, the success of a small neighborhood pharmacy can only be attributed to the loyalty and support of the Belleville people. Because of you his business has thrived all these years. It has been the joy of his life serving the people of Belleville who treated him like gold.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Michael Melham and the Municipal Council of the Township of Belleville, proudly recognize and honor **William Lynch with the 2025 Community Excellence Award** he thanks his wife of 36 years, Laura, his children and their spouses, for all their love and support throughout this entire journey.

PROCLAIMED *on this 23rd day of September 2025*

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Vincent Cozzarelli, Councilman

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #224-2025

Jose Luis Serrano Music Academy 25th Anniversary

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N. J.

WHEREAS, Jose Luis Serrano or better known as "El Maestro" is the owner and founder of Serrano's Academy in Belleville, where he has been an educational inspiration by sharing his musical experience with students for a quarter of a century. Jose was born and raised in Newark, New Jersey where he first discovered his profound obsession with musical instruments at the age of eight years old, when his uncle placed a guitar in his hands.

WHEREAS, Jose who is a master of more than a dozen instruments attended Jersey City State College as a French horn major and began teaching in the Newark Public School system immediately after graduation. Throughout the years he taught elementary, middle school, and high school level music

classes and acted as the orchestra and marching band director. Jose later in life returned to school to obtain an M.M. (Masters in Music) degree in Jazz Performance from New Jersey City University.

WHEREAS, Jose who is currently a resident of Belleville for 31 years, has been married to his wife Ana for 46 years and raised two beautiful daughters Joannie and Janice who share their father's passion for music. Joannie, who played classical piano for 12 years, taught piano for two years when the Serrano Academy opened in 2000 and now runs the front desk as the office manager.

WHEREAS, Jose, although overwhelmed by influencing the minds of the future through music, Jose still found time to perform with his band "Latin Fashion", accumulatively entertaining thousands of people for 46 years with his performances and created eight music method books.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council of the Township of Belleville do hereby proclaim **Serrano's Academy**, and join in **celebrating their twenty-fifth-year anniversary** in the Township of Belleville.

***PROCLAIMED** on this 23rd day of September 2025*

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Michael A. Melham, Mayor

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #225-2025

RESOLUTION AUTHORIZING MAYOR TO EXECUTE A DEED NOTICE
(FLOOD HAZARD AREA VERIFICATION)

WHEREAS, the Township of Belleville is the owner of property located at Block 1002, Lot 16; and

WHEREAS, a Flood Hazard Area General Permit No. 13, Freshwater Wetlands General Permit No. 17, Water Quality Certificate was issued by the New Jersey Department of Environmental Protection which establishes the jurisdictional boundaries of regulated flood hazard areas and/or riparian zones; and

WHEREAS, the State of New Jersey has determined that all or a portion of this lot lies in a flood hazard area and/or riparian zone; and

WHEREAS, certain activities in flood hazard areas and riparian zones are regulated by the New Jersey Department of Environmental Protection, and some activities may be prohibited on this site or may first require a flood hazard area permit; and

WHEREAS, this Deed Notice shall be recorded in the Office of the Essex County Clerk or the Registrar of Deeds and Mortgages.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Township Council of the Township of Belleville as follows:

1. That the Mayor is hereby authorized to execute a Deed Notice (Flood Hazard Area Verification), a copy of which is attached hereto.

2. That a copy of this resolution shall be published as required by law, within ten (10) days of its passage.

DEED NOTICE
(Flood Hazard Area Verification)

This Deed Notice is made this day of September 2025, by Township of Belleville, owner of property located at Lot(s) 16 in Block(s) 1002, in Belleville Township, New Jersey (together with his/her/their successors and assigns).

In accordance with N.J.A.C. 7:13-5.6, Flood Hazard Area Control Act Rules, the following DEED NOTICE shall be recorded in the Office of the Essex County Clerk or the registrar of deeds and mortgages. A Flood Hazard Area General Permit No. 13, Freshwater Wetlands General Permit No. 17, Water Quality Certificate (attached) was issued by the New Jersey Department of Environmental Protection which establishes the jurisdictional boundaries of regulated flood hazard areas and/or riparian zones.

The State of New Jersey has determined that all or a portion of this lot lies in a flood hazard area and /or riparian zone. Certain activities in flood hazard areas and riparian zones are regulated by the New Jersey Department of Environmental Protection, and some activities may be prohibited on this site or may first require a flood hazard area permit. Contact the Division of Land Use Regulation at (609) 777- 0454 or http://www.nj.gov/dep/landuse for more information prior to any construction onsite.

IN WITNESS WHEREOF, the Owner has executed this Deed Notice as of the date written above.

ATTEST:

By _____
[Owner's signature]

[Print]

THE STATE OF NEW JERSEY

COUNTY OF

On _____, 2025 before me, _____, Notary Public in and for said county, personally appeared _____, (signer/witness) which has/have satisfactorily identified him/her/themselves as the signer(s) or witness(es) to the above-referenced document.

_____
[Notary Public Signature]

_____
[Print]

My commission expires: _____

(Seal)

Record & Return to:

Attachments required:

1. NJDEP Approved Flood Hazard Area Verification.
2. Metes and bounds description of any flood hazard area limit and/or floodway limit; and
3. An 8.5" x 11" copy of the approved verification survey showing the flood hazard area design flood elevation, if applicable, and the width and location of any riparian zone.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #226-2025

AUTHORIZING THE TOWNSHIP OF BELLEVILLE TO SEEK FAIR AND OPEN PROCESS IN COMPLIANCE WITH THE PAY TO PLAY STATUTES FOR THE RECEIPT OF REQUESTS FOR PROPOSALS "RFP'S" FOR VARIOUS SERVICES FROM MONDAY, SEPTEMBER 29, 2025 AND RETURNABLE ON TUESDAY, OCTOBER 14, 2025, AT 11:00 A.M.

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. mandates a municipality to comply with Pay to Play requirements; and

WHEREAS, the Mayor and Municipal Council of the Township of Belleville wish to receive and consider proposals for services as may be needed by the Township, including but not limited to the below listed Request for Proposals services as follows:

Ambulance Administration/EMS Billing Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Animal Control Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Automotive Parts and Accessories (1stoccasion)	October 14, 2025 at 11:00 a.m.
Collision Repairs and Vehicle Painting (1st Occasion)	October 14, 2025 at 11:00 a.m.
Elevator Inspection and Maintenance Service (1st Occasion)	October 14, 2025 at 11:00 a.m.
E-One Fire Vehicle Parts and Service (1st Occasion)	October 14, 2025 at 11:00 a.m.
Floor Mats changing and Cleaning (1st Occasion)	October 14, 2025 at 11:00 a.m.
HVAC Maintenance Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Landscaping Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Pest/Rodent Control Service (1st Occasion)	October 14, 2025 at 11:00 a.m.
Plumbing Materials and Supplies (1st Occasion)	October 14, 2025 at 11:00 a.m.
Purchase of Asphalt Materials (1st Occasion)	October 14, 2025 at 11:00 a.m.
Purchase of Building Supplies (1st Occasion)	October 14, 2025 at 11:00 a.m.
Purchase of Water Supplies (1st Occasion)	October 14, 2025 at 11:00 a.m.
Removal and Disposal of Dirt (1st Occasion)	October 14, 2025 at 11:00 a.m.
Repair and Maintenance of Overhead Doors (1st Occasion)	October 14, 2025 at 11:00 a.m.
Tree Trimming and Removal (1st Occasion)	October 14, 2025 at 11:00 a.m.
Vegetative Waste Removal Services (1st Occasion)	October 14, 2025 at 11:00 a.m.

WHEREAS, the Township of Belleville has previously committed itself to utilizing a Fair and Open Process for the solicitation and review of Request for Proposals and for extraordinary unspecifiable services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Municipal Council of the Township of Belleville, County of Essex, and State of New Jersey as follows:
The aforesaid recitals are incorporated herein as though fully set forth at length; The Township Clerk is authorized and directed to publish and advertise a Request for Proposals for the various services as may be needed by the Township, for each separate board or entity requiring separate legal/professional services, including but not limited to:
Such Request for Proposals (s) shall be published and advertised in accordance with a Fair and Open Process at least ten (10) days in advance, of the opening of the responses to the Requests for Proposals received such opening to take place on or before the next regularly scheduled meeting of the Mayor and Municipal Council, on or before which time all Statements of Proposals must be submitted by interested parties, for consideration by the Review Committee herein established; and The Procurement Committee, consisting of Township Manager, Township Chief Financial Officer and Township Municipal Clerk all in an advisory capacity,

will review all Statements of Proposals and to make recommendations to the Mayor and Municipal Council of the Township of Belleville prior to its next regularly scheduled meeting.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #227-2025

AUTHORIZING THE TOWNSHIP OF BELLEVILLE TO SEEK FAIR AND OPEN PROCESS IN COMPLIANCE WITH THE PAY TO PLAY STATUTES FOR THE RECEIPT OF REQUESTS FOR QUALIFICATIONS "RFQ'S" FOR VARIOUS PROFESSIONAL SERVICES FROM MONDAY, SEPTEMBER 29, 2025 AND RETURNABLE ON TUESDAY, OCTOER 14, 2025, AT 11:00 A.M.

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. mandates a municipality to comply with Pay to Play requirements; and

WHEREAS, the Mayor and Municipal Council of the Township of Belleville wish to receive and consider proposals for services as may be needed by the Township, including but not limited to the below listed Request for Qualifications for the below listed services as follows:

Auditor Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Bond Counsel Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Computer Software Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Computer Support Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Engineering Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Financial Advisor Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
General Counsel Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Grant Consultant Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Health Administrator Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Insurance Broker Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Labor Counsel Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Municipal Public Information Consultant (1st Occasion)	October 14, 2025 at 11:00 a.m.
Real Estate Appraisal Service "Commercial" (1st Occasion)	October 14, 2025 at 11:00 a.m.
Real Estate Appraisal Service "Residential" (1st Occasion)	October 14, 2025 at 11:00 a.m.
Redevelopment Consultant Service (1st Occasion)	October 14, 2025 at 11:00 a.m.
Redevelopment Counsel Service (1st Occasion)	October 14, 2025 at 11:00 a.m.
Risk Manager Services (1st Occasion)	October 14, 2025 at 11:00 a.m.
Township Planner Service (1st Occasion)	October 14, 2025 at 11:00 a.m.
Township Surveyor Service (1st Occasion)	October 14, 2025 at 11:00 a.m.

WHEREAS, the Township of Belleville has previously committed itself to utilizing a Fair and Open Process for the solicitation and review of Request for Qualifications and for extraordinary unspecifiable services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Municipal Council of the Township of Belleville, County of Essex, and State of New Jersey as follows:
The aforesaid recitals are incorporated herein as though fully set forth at length; The Township Clerk is authorized and directed to publish and advertise a Request for Qualifications for the various services as may be needed by the Township, for each separate board or entity requiring separate legal/professional services, including but not limited to:
Such Request for Qualifications (s) shall be published and advertised in accordance with a Fair and Open Process at least ten (10) days in advance, of the opening of the responses to the Requests for Qualifications received such opening to take place on or before the next regularly scheduled meeting of the Mayor and Municipal Council, on or before which time all Statements of Request for Qualifications must be submitted by interested parties, for consideration by the Review Committee herein established; and The Procurement Committee, consisting of Township Manager, Township Chief Financial Officer and Township Municipal Clerk all in an advisory capacity, will review all Statements of Qualifications and to make recommendations to the Mayor and Municipal Council of the Township of Belleville prior to its next regularly scheduled meeting.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None
Absent: None Abstain: None

RESOLUTION #228-2025

AUTHORIZING THE TOWNSHIP ATTORNEY TO ADVISE AFFORDABLE CARTAGE, LLC THAT THE TOWNSHIP OF BELLEVILLE IS EXERCISING THE FIRST ONE-YEAR OPTION TO RENEW THE SOLID WASTE AND RECYCLING COLLECTION SERVICE AGREEMENT

WHEREAS, pursuant to Resolution No. 22-127 the Mayor and Counsel of the Township of Belleville authorized the award of a contract for solid waste and recycling services for the Township for a term of three years with two one-year Township options to renew; and

WHEREAS, pursuant to Resolution No. 245-2024 said contract was assigned to Affordable Cartage LLC; and

WHEREAS, the initial term of the contract has expired; and

WHEREAS, the Mayor and Council wish to exercise the first one-year option to renew said contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Belleville hereby authorizes the Township Attorney to advise Affordable Cartage, LLC that is

exercising the first one-year option for the renewal of its Solid Waste and Recycling Collection Service Agreement with the Township.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #229-2025

AWARDING A FAIR AND OPEN CONTRACT OVER $53,000.00 FOR KITCHEN RENOVATIONS AT THE BELLEVILLE SENIOR CENTER 125 FRANKLIN AVENUE TO WHITE ROCK CORP. $114,750.00

WHEREAS, the Township of Belleville is in need of ***kitchen renovations at the Belleville Senior Center located at 125 Franklin Avenue***, and

WHEREAS, the Township is desirous to award this contract under the provisions of N.J.S.A. 19:44A-20.5 as a fair and open contract, and

WHEREAS, ***White Rock Corp., 17 Grammercy Road, Old Bridge, NJ 08857*** has been awarded ***Bergen County Cooperative Pricing System #CK04-BERGEN***, and

WHEREAS, the contract is in excess of $53,000.00 which requires award by the governing body, and

WHEREAS, the Chief Financial Officer has indicated that funding is available in Township budgetary account number L CBP 675, 690 Main Street (Recreation);

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Township Council of the Township of Belleville award a fair and open contract to ***White Rock Corp.*** for ***kitchen renovations at the Belleville Senior Center, 125 Franklin Avenue Belleville, NJ*** in the amount of ***$114,750.00 as per quote dated September 12, 2025***.

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #230-2025

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BELLEVILLE AUTHORIZING EXECUTION OF AN AGREEMENT CONSENTING TO THE TRANSFER OF A FINANCIAL AGREEMENT FROM 260 WASHINGTON URBAN RENEWAL, LLC TO ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A21A-1, et seq. (the "Redevelopment Law") authorizes the governing body of any municipality, by

resolution, to declare properties within the municipality to be "in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5; and

WHEREAS, based on its review of the criteria contained in the Redevelopment Law, the Township Council of the Township of Belleville (the "Governing Body") believed that the property located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 containing a total of approximately 0.38 acres in the aggregate (the "Project Premises") should be declared to be an "area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-5; and

WHEREAS, on April 23, 2024, by the adoption of Resolution No. 126-2024, the Governing Body declared the Project Premises as a non-condemnation area in need of redevelopment; and

WHEREAS, Dougherty Planning & Development, LLC prepared a redevelopment plan for the Project Premises entitled "143 Valley Street and 254-256 & 258-260 Washington Avenue Redevelopment Plan (the "Redevelopment Plan"); and on or about June 25, 2024, the Township Governing Body adopted Ordinance No. 13-24 approving and adopting the Redevelopment Plan; and

WHEREAS, the Governing Body, on or about September 23, 2025, adopted Ordinance No. ___-2025 (a) approving the application of 260 Washington Urban Renewal, LLC ("260 Washington") concerning a long term tax exception under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., concerning a five-story residential development comprised of one hundred eight (108) residential units and associated commercial/retail space on the ground floor with structured parking and other associated improvements to be developed on the Project Premises (the "Project"), and (b) authorizing the Township to enter into a Financial Agreement with 260 Washington concerning the Project and the Project Premises, subject to certain conditions stated in such Ordinance; and

WHEREAS, the Township and 260 Washington entered into that certain Financial Agreement dated on or about September __, 2025 concerning the Project and the Project Premises (the "Financial Agreement"); and

WHEREAS, Section 7.1.1 of the Financial Agreement requires the Township to consent to the Transfer of the Financial Agreement to another urban renewal entity, subject to certain conditions set forth therein:

> "As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Township will consent to the Transfer of this Agreement to another urban renewal entity, as such term is defined in the LTTEL, and the tax exemption of the improvements shall continue and inure to the Transferee entity without any further action by the Township Mayor and Council of the Township provided: (i) the Transferee entity does not own any other project at the time of transfer; (ii) the Transferee entity is formed and eligible to operate under the Law; (iii) the Entity is not then in Default of this Agreement or the Law; (iv) the Entity's obligations under this Agreement are fully assumed by the Transferee entity; and (v) the Transfer is disclosed to the municipal governing body no less than thirty (30) days prior to

such Transfer. Pursuant to N.J.S.A. 40A: 20-10(d), the Township shall be entitled to charge an administrative fee of two percent (2.0%) of the Annual Service Charge due in the year that the Transfer is requested for processing any such application for Transfer by the Entity."

WHEREAS, Archangel Michael Holdings Urban Renewal, LLC ("Archangel") is a special purpose urban renewal entity that was formed for the purpose of acquiring title to, owning, developing and operating the Project and the Project Premises under the Redevelopment Law; and

WHEREAS, Archangel is taking title to the Project Premises and has requested the Township confirm its consent to a Transfer of the Financial Agreement, and the Township, after reviewing the experience, financial capacity and organization of Archangel, has agreed to consent to such Transfer of the Financial Agreement and all of 260 Washington's rights and obligations thereunder to Archangel, subject to the terms and conditions set forth herein; and

WHEREAS, 260 Washington has given notice of its intent to undertake this Transfer of the Financial Agreement to Archangel; and

WHEREAS, in connection with the acquisition of the Project Premises and transfer of title to Archangel, and at the closing of the purchase of the Project Premises, 260 Washington and Archangel have agreed to enter into an Assignment and Assumption and Consent to Transfer of Financial Agreement, whereby 260 Washington shall assign all of 260 Washington's right, title and interest in and to the Financial Agreement (collectively the "Assignment and Assumption Agreement"), to Archangel, and Archangel shall accept such assignment, and assume the obligations of 260 Washington under the Financial Agreement as provided for in the Assignment and Assumption Agreement; and

WHEREAS, the Mayor and Township Council desire to consent to the Transfer of the Financial Agreement as set forth herein by execution of an Assignment and Assumption and Consent to Transfer of Financial Agreement with 260 Washington and Archangel.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of Belleville in the County of Essex, New Jersey, hereby consent to the Transfer of the Financial Agreement to Archangel Michael Holdings Urban Renewal, LLC as set forth herein by execution of an Assignment and Assumption and Consent to Transfer of Financial Agreement by and among the Township, as a redevelopment entity; 260 Washington Urban Renewal, LLC, as redeveloper/URE; and Archangel Michael Holdings Urban Renewal, LLC, as the new redeveloper/URE, concerning the Project Premises located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 in such a form deemed advisable by the Township Attorney or Redevelopment Counsel, subject to any and all conditions contained herein and such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel; and

BE IT FURTHER RESOLVED, that said consent to Transfer of the Financial Agreement to Archangel Michael Holdings Urban Renewal, LLC is subject to and contingent upon Archangel Michael Holdings Urban Renewal, LLC: (1) entering into an Assignment and Assumption and

Consent to Transfer of Financial Agreement with 260 Washington and the Township concerning the Project Premises in a form reasonably acceptable to the Township and with such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel within sixty (60) days of this Resolution; (2) entering into an Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement (with escrow agreement) with BV Trade 1, LLC, Belleville Ventures 2, LLC, Belleville Ventures, LLC, 780 Cliffside JT LLC and 780 Cliffside BE LLC, and the Township concerning the Project Premises in a form reasonably acceptable to the Township and with such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel within thirty (30) days of this Resolution; (3) paying any and all costs incurred by the Township related to the implementation of the Transfer set forth herein; and (4) satisfying any other terms and conditions contained within the Assignment and Assumption and Consent to Transfer of Financial Agreement and as required under Section 7.1.1 of the Financial Agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute the Assignment and Assumption and Consent to Transfer of Financial Agreement, with such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel, on behalf of the Township, acting as the redevelopment entity and

BE IT FURTHER RESOLVED, that the Township is authorized and directed to perform its obligations and enforce its rights under such Assignment and Assumption and Consent to Transfer of Financial Agreement with 260 Washington Urban Renewal, LLC and Archangel Michael Holdings Urban Renewal, LLC; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ASSIGNMENT AND ASSUMPTION OF FINANCIAL AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF THE FINANCIAL AGREEMENT (this "**Assignment**") is dated as of September ___, 2025 and is made by and between **260 WASHINGTON URBAN RENEWAL LLC**, as the "Entity" ("**Assignor**"), and **ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC** ("**Assignee**").

Reference is made to the Financial Agreement between the Township of Belleville (the "**Township**") and Assignor to be entered into on or around September 24, 2025 (the "**Financial Agreement**"). Capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Financial Agreement.

The Township adopted a Resolution on September 23, 2025 authorizing the transfer of the Property and consenting to an assignment of the Financial Agreement to Assignee pursuant to Section 7.1.1 of the Financial Agreement. Assignor and Assignee wish to memorialize the conveyance of the Property and assignment of the Financial Agreement in this document. In

consideration of the sum of $1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective upon the closing date of the Property, Assignor hereby assigns to Assignee all of Assignor's rights, title, interest and obligations in and under the Financial Agreement, and Assignee hereby assumes all of the Assignor's rights, title, interest, and obligations as "Entity" under the Financial Agreement.

This Assignment and Assumption may be executed in several counterparts and a facsimile copy shall be deemed an original.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

260 WASHINGTON URBAN RENEWAL LLC,

By:_____
Name: Jason Trimbicki
Title: Authorized Signatory

ASSIGNEE:
ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC,

By:_____
Name: Sherif El-Far
Title: Authorized Signatory

JOINDER:
The Township hereby joins in the execution of this Assignment solely for the purposes of consenting to the transactions contemplated in this Assignment pursuant to Section 7.1.1 of the Financial Agreement.

THE TOWNSHIP OF BELLEVILLE,

By: _____
Name: Michael Melham
Title: Mayor

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #231-2025

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BELLEVILLE AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION, MODIFICATION AND CONSENT TO TRANSFER OF REDEVELOPMENT AGREEMENT WITH BV TRADE 1, LLC, BELLEVILLE VENTURES 2, LLC, BELLEVILLE VENTURES, LLC, 780 CLIFFSIDE JT LLC AND 780 CLIFFSIDE BE LLC; AND ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC FOR REDEVELOPMENT OF CERTAIN PROPERTY IN THE TOWNSHIP

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A21A-1, et seq. (the "Redevelopment Law") authorizes the governing body of any municipality, by resolution, to declare properties within the municipality to be "in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5; and

WHEREAS, based on its review of the criteria contained in the Redevelopment Law, the Township Council of the Township of Belleville (the "Governing Body") believed that property located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10, containing a total of approximately 0.38 acres in the aggregate (the "Project Premises") should be declared to be an "area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-5; and

WHEREAS, on April 23, 2024, by the adoption of Resolution No. 126-2024, the Governing Body declared the Project Premises as a non-condemnation area in need of redevelopment; and

WHEREAS, Dougherty Planning & Development, LLC prepared a redevelopment plan for the Project Premises entitled "143 Valley Street and 254-256 & 258-260 Washington Avenue Redevelopment Plan (the "Redevelopment Plan"), and on or about June 25, 2024, the Township Governing Body adopted Ordinance No. 13-24, approving and adopting the Redevelopment Plan; and

WHEREAS, the Governing Body, on November 26, 2024, adopted Resolution No. 313-2024 (a) recognizing BV Trade 1, LLC, Belleville Ventures 2, LLC, Belleville Ventures, LLC, 780 Cliffside JT LLC and 780 Cliffside BE LLC (collectively, "Trade Ventures/Cliffside"), as the redeveloper of the Project Premises, and (b) authorizing the Township to enter into a Redevelopment Agreement with Trade Ventures/Cliffside, subject to certain conditions stated in the such Resolution; and

WHEREAS, in connection with the redevelopment of the Project Premises, Trade Ventures/Cliffside entered into the Redevelopment Agreement dated November 27, 2024 with the Township governing the development of the Project Premises, (the "Original Redevelopment Agreement"); and

WHEREAS, on or about February 13, 2025, Trade Ventures/Cliffside received approval from the Belleville Planning Board for the development on the Project Premises of a five-story residential building comprised of one hundred eight (108) residential units and associated commercial/retail space on the ground floor with structured parking and other associated

improvements (collectively, the "Project") pursuant to Planning Board Resolution/Application No. PB 2416 (the "Planning Board Resolution"); and

WHEREAS, Section 13.02 of the Original Redevelopment Agreement prohibits certain Transfers of the Project Premises, the Original Redevelopment Agreement and Trade Ventures/Cliffside's rights and obligations thereunder without the prior consent of the Township; and

WHEREAS, Archangel Michael Holdings Urban Renewal, LLC ("Archangel") is a special purpose urban renewal entity that was formed for the purpose of acquiring title to, owning, developing and operating the Project Premises under the Redevelopment Law; and

WHEREAS, Archangel has agreed to own, develop and operate the Project and the Project Premises in accordance with and as approved in the Planning Board Resolution; and

WHEREAS, Archangel is closing on the purchase and taking title to the Project Premises from Trade Ventures/Cliffside, or its affiliate, and has requested the Township's consent, and the Township, after reviewing the experience, financial capacity and organization of Archangel, has agreed to consent to the Transfer of the Original Redevelopment Agreement and Trade Ventures/Cliffside's rights and obligations thereunder to Archangel, subject to the terms and conditions set forth herein; and

WHEREAS, Trade Ventures/Cliffside has given notice of its intent to undertake this Transfer of the Original Redevelopment Agreement to Archangel; and

WHEREAS, in connection with the acquisition of the Project Premises and transfer of title from Trade Ventures/Cliffside to Archangel, and at the closing of the purchase of the Project Premises, Trade Ventures/Cliffside and Archangel have agreed to enter into an Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement and together with the escrow agreement attached as an exhibit thereto, whereby Trade Ventures/Cliffside shall assign all of Trade Ventures/Cliffside's right, title and interest in and to the Redevelopment Agreement as modified and amended therein (collectively the "Assignment and Assumption Agreement"), to Archangel, and Archangel shall accept such assignment, and assume the obligations of Trade Ventures/Cliffside under the Original Redevelopment Agreement as provided for and as so modified and amended in the Assignment and Assumption Agreement; and

WHEREAS, the Mayor and Township Council desire to authorize the execution and delivery of an Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement together with the escrow agreement attached as an exhibit thereto with Trade Ventures/Cliffside and Archangel as provided for and in accordance with the provisions of the Redevelopment Law and the Original Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Council of the Township of Belleville in the County of Essex, New Jersey, hereby authorize the execution of a Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement and escrow agreement attached as an exhibit thereto by and among the Township, as a redevelopment entity; BV Trade 1, LLC, Belleville Ventures 2, LLC, Belleville Ventures, LLC, 780 Cliffside JT LLC and 780 Cliffside BE LLC, as redeveloper; and Archangel Michael Holdings

Urban Renewal, LLC, as the new Redeveloper, concerning the Project Premises located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 in such a form deemed advisable by the Township Attorney or Redevelopment Counsel, subject to any and all conditions contained herein and such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel; and

BE IT FURTHER RESOLVED, that the Mayor and Township Council, upon the full execution of a Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement among the Township; BV Trade 1, LLC, Belleville Ventures 2, LLC, Belleville Ventures, LLC, 780 Cliffside JT LLC and 780 Cliffside BE LLC, as redeveloper; and Archangel Michael Holdings Urban Renewal, LLC, as the new Redeveloper, the Township will recognize Archangel Michael Holdings Urban Renewal, LLC as Redeveloper of the Project Premises located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 as provided for and in accordance with such agreement and the provisions of the Redevelopment Law; and

BE IT FURTHER RESOLVED, that said recognition of Archangel Michael Holdings Urban Renewal, LLC as Redeveloper of the Project Premises is subject to and contingent upon Archangel Michael Holdings Urban Renewal, LLC: (1) entering into a Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement, and escrow agreement attached as an exhibit thereto, with Trade Ventures/Cliffside and the Township concerning the Project Premises in a form reasonably acceptable to the Township and with such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel within thirty days (30) of this Resolution; (2) paying any and all costs incurred by the Township related to the implementation of this project as set forth in the Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement and escrow agreement attached as an exhibit thereto; and (3) satisfying any other terms and conditions contained within the Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement and required by any approval of the Belleville Planning Board; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute the Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement, with such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel, on behalf of the Township, acting as the redevelopment entity for the redevelopment of the Project Premises by Archangel Michael Holdings Urban Renewal, LLC; and

BE IT FURTHER RESOLVED, that the Township is authorized and directed to perform its obligations and enforce its rights under such Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement with BV Trade 1, LLC, Belleville Ventures 2, LLC, Belleville Ventures, LLC, 780 Cliffside JT LLC and 780 Cliffside BE LLC; and Archangel Michael Holdings Urban Renewal, LLC; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ASSIGNMENT AND ASSUMPTION, MODIFICATION AND CONSENT TO TRANSFER OF REDEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION, MODIFICATION AND CONSENT TO TRANSFER OF REDEVELOPMENT AGREEMENT (this "Agreement") made as of this ___ day of September, 2025 (the "Effective Date") by and among **BV TRADE 1, LLC, BELLEVILLE VENTURES 2, LLC, BELLEVILLE VENTURES, LLC, 780 CLIFFSIDE JT LLC** and **780 CLIFFSIDE BE LLC**, jointly and severally, each a New Jersey limited liability company with a business address of 2200 Fletcher Avenue, Suite 502, Fort Lee, New Jersey 07024 (collectively, together with its permitted successors and assigns, the "Trade Ventures/Cliffside"), **ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC**, a New Jersey urban renewal entity and limited liability company, having its principal office at 917 Marie Court, Franklin Lakes, New Jersey 07417 ("Archangel"), and the **TOWNSHIP OF BELLEVILLE**, a public body corporate and politic of New Jersey, acting as redevelopment entity pursuant to N.J.S.A. 40A:12A-1 et seq., having its principal office at Belleville Town Hall, 152 Washington Avenue, Belleville, New Jersey 07109 (the "Township"). Trade Ventures/Cliffside, the Township and Archangel are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A21A-1, et seq. ("Redevelopment Law") authorizes the governing body of any municipality, by resolution, to declare properties within the municipality to be "in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5; and

WHEREAS, based on its review of the criteria contained in the Redevelopment Law, the Township Council of the Township of Belleville (the "Governing Body") believed that property located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 (the "Project Premises"), containing a total of approximately 0.38 acres in the aggregate (the "Redevelopment Area") and should be declared to be an "area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-5; and

WHEREAS, on April 23, 2024, by the adoption of Resolution No. 126-2024, the Governing Body declared the Redevelopment Area as an area in need of redevelopment; and

WHEREAS, Dougherty Planning & Development, LLC prepared a redevelopment plan for the Redevelopment Area entitled "143 Valley Street and 254-256 & 258-260 Washington Avenue Redevelopment Plan (the "Redevelopment Plan"), and on or about June 25, 2024, the Township Governing Body adopted Ordinance No. 13-24, approving and adopting the Redevelopment Plan; and

WHEREAS, the Governing Body, on November 26, 2024, adopted Resolution No. 313-2024 (a) recognizing Trade Ventures/Cliffside, as the redeveloper of the Project Premises, and (b) authorizing the Township to enter into a Redevelopment Agreement with Trade Ventures/Cliffside, subject to certain conditions stated in the such Resolution; and

WHEREAS, in connection with the redevelopment of the Project Premises, Trade Ventures/Cliffside entered into the Redevelopment Agreement dated November 27, 2024 with the Township governing the development of the Project Premises, (the "Original Redevelopment Agreement"), a copy of which Redevelopment Agreement is attached as **Exhibit A**; and

WHEREAS, on or about February 13, 2025, Trade Ventures/Cliffside received approval from the Belleville Planning Board for the development on the Project Premises of a five-story residential building comprised of one hundred eight (108) residential units and associated commercial/retail space on the ground floor with structured parking and other associated improvements (collectively, the "Project") pursuant to Planning Board Resolution/Application No. PB 2416 attached hereto and made a part hereof as **Exhibit B** (the "Planning Board Resolution"); and

WHEREAS, Section 13.02 of the Original Redevelopment Agreement prohibits certain Transfers of the Project Premises, the Original Redevelopment Agreement and Trade Ventures/Cliffside's rights and obligations thereunder without the prior consent of the Township; and

WHEREAS, Archangel is a special purpose urban renewal entity that was formed for the purpose of acquiring title to, owning, developing and operating the Project Premises under the Redevelopment Law; and

WHEREAS, Archangel has agreed to own, develop and operate the Project and the Project Premises in accordance with and as approved in the Planning Board Resolution; and

WHEREAS, Archangel is closing on the purchase and taking title to the Project Premises (the "Closing") from Trade Ventures/Cliffside, or its affiliate, and has requested the Township's consent, and the Township, after reviewing the experience, financial capacity and organization of Archangel, has agreed to consent to the Transfer of the Original Redevelopment Agreement and Trade Ventures/Cliffside's rights and obligations thereunder to Archangel, subject to the terms and conditions set forth herein; and

WHEREAS, Trade Ventures/Cliffside has given notice of its intent to undertake this Transfer of the Original Redevelopment Agreement to Archangel; and

WHEREAS, in connection with the acquisition of the Project Premises and transfer of title from Trade Ventures/Cliffside to Archangel at the closing of the purchase of the Project Premises, Trade Ventures/Cliffside and Archangel have agreed to enter into this Agreement whereby Trade Ventures/Cliffside shall assign all of Trade Ventures/Cliffside's right, title and interest in and to the Redevelopment Agreement as modified and amended herein (as so modified and amended herein, the "Redevelopment Agreement"), to Archangel, and Archangel shall accept such assignment, and assume the obligations of Trade Ventures/Cliffside under the Original Redevelopment Agreement as provided for and as so modified and amended in this Agreement; and

WHEREAS, on or about _____ __, 2025 in Resolution No. ____ attached hereto and made a part hereof as **Exhibit C** (the "Council Resolution"), after reviewing the experience, financial capacity and organization of Archangel, the Governing Body authorized the consent to the Transfer of the Original Redevelopment Agreement and Trade Ventures/Cliffside's rights and obligations thereunder to Archangel, subject to the terms and conditions set forth herein; and

WHEREAS, the Parties enter into this Agreement to transfer the Redevelopment Agreement, as modified and amended herein, from Trade Ventures/Cliffside to Archangel as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, which by reference are incorporated herein, and for ten dollars and other good and valuable consideration, the Parties agree as follows:

1. Assignment and Assumption of Original Redevelopment Agreement.

(a) Trade Ventures/Cliffside hereby assigns, sets over and transfers to Archangel, all of the rights, title, interests, duties, covenants, agreements and obligations of Trade Ventures/Cliffside in, to and under the Original Redevelopment Agreement. Trade Ventures/Cliffside represents and warrants that it is in compliance with the terms, conditions, covenants and obligations in the Original Redevelopment Agreement in all respects.

(b) Archangel hereby accepts the within assignment and assumes and agrees to perform, comply with, and to be bound by all of the duties, covenants, agreements, obligations and terms of the Original Redevelopment Agreement on the part of Trade Ventures/Cliffside thereunder and to assume all liabilities for the performance and observance of all duties, covenants, agreements, obligations and terms set forth in the Original Redevelopment Agreement on the part of Trade Ventures/Cliffside thereunder, whether arising or accruing prior to, on or after date hereof, and all in the same manner and with the same force and effect as if Archangel had originally executed the Original Redevelopment Agreement. Notwithstanding the foregoing or any other term or provision in this Agreement to the contrary, the Township and Trade Ventures/Cliffside each acknowledge and agree that Archangel shall not be responsible or liable for any fees or penalties accruing under the Original Redevelopment Agreement prior to the Closing by reason of Trade Ventures/Cliffside failing to perform its obligations thereunder (in a timely fashion or otherwise), or, any Reimbursable Township Costs arising under the Original Redevelopment Agreement prior to the Closing, all of which shall be costs for which Trade Ventures/Cliffside remains responsible to the Township for ("**Trade Ventures/Cliffside Costs**"). Trade Ventures/Cliffside hereby agrees to indemnify, and defend Archangel with respect to any obligations, fees, penalties and/or other liabilities under (including Trade Ventures/Cliffside Costs), or arising from, the Original Redevelopment Agreement that were incurred prior to the Closing. Notwithstanding the foregoing, nothing herein shall supersede the Assignment and Assumption Agreement between Cliffside and Archangel dated July 8, 2025, including the fees and expenses agreed to be paid by the parties after the Closing.

(c) The Township acknowledges and agrees that, as the Transfer of the Project Premises and the Transfer of the Original Redevelopment Agreement from Trade Ventures/Cliffside to Archangel (and the modification thereof) was authorized by the Council Resolution, and is thereby appropriately made and approved without the need or requirement for any further municipal action. Nothing contained in this provision is intended to alter, amend or modify any of the Original Redevelopment Agreement, or constitute a waiver, release, relinquishment or surrender of any of the rights, remedies, privileges or benefits of the Township as set forth in, or otherwise derived from, the Original Redevelopment Agreement or applicable law, except as specifically set forth herein. As a Transfer authorized by and consented to under the Council Resolution, and based upon Trade Ventures/Cliffside's representations herein, Trade Ventures/Cliffside is hereby released and discharged of any obligations and/or liabilities under, or arising from, the Original Redevelopment Agreement.

2. Modification of Redevelopment Agreement.

(a) All references in the Original Redevelopment Agreement to "Redevelopment Agreement" or "Agreement" shall mean the Original Redevelopment Agreement as modified and amended by this Agreement.

(b) Capitalized terms used herein shall have the meaning ascribed to them in the Original Redevelopment Agreement unless otherwise defined herein.

(c) All references to the "Effective Date" in the Original Redevelopment Agreement shall mean the Effective Date of this Agreement, which Effective Date shall be the same day as the Closing.

(d) All references to the "Outside Completion Date" shall mean thirty (30) months from the Effective Date unless extended by Township or in accordance with Section 2.05 of the Redevelopment Agreement.

(e) All references to the "Project" and the "Site Plan Approval" in the Original Redevelopment Agreement shall mean the Project and the Site Plan Approval, respectively, as approved in the Planning Board Resolution referenced herein and any conditions contained therein.

(f) All references to the "Redevelopment Project Schedule" and "Exhibit D" in the Original Redevelopment Agreement shall mean the Redevelopment Project Schedule and **Exhibit D** attached hereto and made a part hereof as **Exhibit D**.

(g) Trade Ventures/Cliffside and Archangel hereby represent and warrant to the Township to the best their knowledge attached hereto as **Exhibit G** is the status of the Governmental Approvals.

(h) In furtherance of Section 4.04 of the Original Redevelopment Agreement, Archangel shall enter into an Escrow Agreement with the Township in the form attached hereto and made a part hereof as **Exhibit E** and establish such escrow within three (3) days of the Effective Date.

(i) The term "either Trade/Ventures or Cliffsides, or Trade/Ventures' or Cliffsides' member or its members" in Section 13.04(a)(iv) of the Original Redevelopment Agreement is hereby amended to and replaced with "Sherif El Far".

(j) Article VII of the Original Redevelopment Agreement is hereby modified and amended to provide that Archangel shall within thirty (30) days from the Effective Date record, and provide the Township with a recorded copy of, a Declaration of Covenants and Restrictions substantially in the form attached to the Original Redevelopment Agreement as **Exhibit F** evidencing the assignment herein and executed by Archangel.

(k) All references to "Exhibit E" of the Original Redevelopment Agreement shall mean the disclosure and **Exhibit E** attached hereto and made a part hereof as **Exhibit E**.

(j) The addresses for all notices to the Redeveloper under Section 18.01 of the Original Redevelopment Agreement are hereby modified and amended as follows:

"If to Redeveloper:

Archangel Michael Holdings Urban Renewal, LLC
917 Marie Court
Franklin Lakes, New Jersey 07417
Attn: Sherif El Far

With a copy to:

Law Office of Jacob J. Awad, L.L.C.
241 Main Street, Suite 202
Hackensack, New Jersey 07601
Attn: Jacob J Awad, Esq."

3. Township's Consent to Assignment and Modification of Redevelopment Agreement

Pursuant to the Council Resolution, the Township hereby consents to the Transfer of the Project Premises and the Original Redevelopment Agreement, as modified and amended herein, from Trade Ventures/Cliffside to Archangel subject to the terms and conditions set forth herein.

4. Miscellaneous.

(a) The Parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

(c) Trade Ventures/Cliffside and the Township hereby represents and covenants that as of the date hereof neither has previously asserted any claim against the other Party, and neither Party has any actual knowledge of any breach or default under the Original Redevelopment Agreement, nor any event which, with the passage of time and/or giving of notice, would result in a default or breach under the Original Redevelopment Agreement.

(d) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(e) This Agreement may be signed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

(f) This Agreement is being entered into with the specific intention to modify the terms of the Original Redevelopment Agreement. All of the provisions of this Agreement shall be deemed to be and construed as part of the Original Redevelopment Agreement to the same extent as if fully set forth therein. All of the provisions of the Original Redevelopment Agreement not amended hereby shall remain in full force and effect.

(g) The captions and headings herein used at the beginning of paragraphs or subparagraphs are solely for the purpose of assisting the reader and do not form a part of this Agreement.

(h) The Recitals above are incorporated herein as though fully set forth at length herein.

(i) If a court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Agreement to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of this Agreement shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

BV TRADE 1, LLC

By: _____
Benjamin Katz
Authorized Signatory

BELLEVILLE VENTURES 2, LLC

By: _____
Benjamin Katz
Authorized Signatory

BELLEVILLE VENTURES, LLC

By: _____
Benjamin Katz
Authorized Signatory

780 CLIFFSIDE JT LLC

By: _____
Jason Trembicki
Member

780 CLIFFSIDE BE LLC

By: _____
Bruce Elia
Member

ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC

By: _____
Name:
Title:

[Signatures continue on next page]

ATTEST:

_____
Albert Cabrera, Township Clerk

TOWNSHIP OF BELLEVILLE

By: _____
Michael Melham
Mayor

Exhibit A
Original Redevelopment Agreement
[Attached]

Exhibit B
Planning Board Resolution
[Attached]

Exhibit C
Council Resolution
[Attached]

Exhibit D
Redevelopment Project Schedule

Subject only to Uncontrollable Circumstances as defined in the Redevelopment Agreement, Redeveloper shall apply for and diligently pursue all Governmental Approvals required for the Commencement of Construction within such times as are consistent with implementation of the Project in accordance with the timetable set forth below.

1. Within one (1) month of the Effective Date, Redeveloper shall submit complete applications for all remaining Governmental Approvals necessary for construction of the Project listed on **Exhibit I** to the Original Redevelopment Agreement, and **Exhibit G** attached hereto, if any.

2. Redeveloper shall apply to the Township for building permits as soon as practicable, but in no event more than three (3) months after receipt of all Governmental Approvals prerequisite to the issuance of building permits for the Project.

3. Redeveloper's Commencement of Construction of the Project Improvements. *

* within 30 days after obtaining any building permit

4. Completion of Project Improvements as necessary for Township to issue C/O. **

**on or prior to the Outside Completion Date.

5. Township to issue Certificate of Completion and Compliance. As per this Agreement.

Exhibit E
Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made as of the ___ of _____, 2023, by and between the **TOWNSHIP OF BELLEVILLE**, having its principal office at 152 Washington Avenue, Belleville, New Jersey 07109 (the "Township"), and **ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC**, a New Jersey urban renewal entity and limited liability company, having its principal office at 917 Marie Court, Franklin Lakes, New Jersey 07417 ("Archangel", and together with the Township, collectively, the "Parties" and each a "Party").

W I T N E S S E T H:

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A21A-1, et seq. ("Redevelopment Law") authorizes the governing body of any municipality, by

resolution, to declare properties within the municipality to be "in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5; and

WHEREAS, based on its review of the criteria contained in the Redevelopment Law, the Township Council of the Township of Belleville (the "Governing Body") believed that property located at 143 Valley Street, 254-256 Washington Avenue and 258-260 Washington Avenue as shown on the official Tax Map of the Township of Belleville as Block 8701, Lots 8.01, 9 and 10 (the "Project Premises"), containing a total of approximately 0.38 acres in the aggregate (the "Redevelopment Area") and should be declared to be an "area in need of redevelopment" in accordance with N.J.S.A. 40A:12A-5; and

WHEREAS, on April 23, 2024, by the adoption of Resolution No. 126-2024, the Governing Body declared the Redevelopment Area as an area in need of redevelopment; and

WHEREAS, Dougherty Planning & Development, LLC prepared a redevelopment plan for the Redevelopment Area entitled "143 Valley Street and 254-256 & 258-260 Washington Avenue Redevelopment Plan (the "Redevelopment Plan"), and on or about June 25, 2024, the Township Governing Body adopted Ordinance No. 13-24, approving and adopting the Redevelopment Plan; and

WHEREAS, the BV Trade 1, LLC, Belleville Ventures 2, LLC, Belleville Ventures, LLC, 780 Cliffside JT LLC and 780 Cliffside BE LLC and the Township entered into a Redevelopment Agreement, dated November 26, 2024, which was assigned to Archangel pursuant to that certain Assignment and Assumption, Modification and Consent to Transfer of Redevelopment Agreement, dated on or about September__, 2025 (collectively, the "Redevelopment Agreement"); and

WHEREAS, Archangel and the Township have agreed to enter into this Agreement in order to, *inter alia*, establish an escrow to provide for Archangel's payment of the Reimbursable Township Costs (as defined in the Redevelopment Agreement) related to the redevelopment of the Property.

NOW, THEREFORE, in consideration of the respective covenants, conditions and agreements herein contained, it is agreed by and among the Parties as follows:

1. Escrow. (a) Within three (3) days of the execution of this Agreement, Archangel shall deposit in a non-interest bearing escrow account held by the Township (the "Escrow Account") the amount of Ten Thousand and 00/100 Dollars ($10,000.00).

(b) Subject to and in compliance with the Redevelopment Agreement, Archangel shall reimburse to the Township all Reimbursable Township Costs incurred by the Township in connection with the Project.

(c) If, when, and as often as may occur that the Escrow Account is drawn down to or is below a balance of Five Thousand and 00/100 Dollars ($5,000.00), then Archangel, upon the Township's written request, shall within thirty (30) days after receipt of such written request, deposit funds sufficient to replenish the Escrow Account to the amount of Ten Thousand and 00/100 Dollars ($10,000.00) for use in accordance with the terms hereof, unless such time period shall be extended for good reason by the Township in its sole discretion.

(d) The Township may pay for, or reimburse itself for any payment made for, any Reimbursable Township Costs from the funds in the Escrow Account as provided in this Agreement. The Township shall provide Archangel with any and all invoices setting forth the Reimbursable Township Costs incurred by the Township for Archangel's review and approval prior to drawing down against the Escrow Account. Archangel shall have ten (10) business days to dispute any invoices received from the Township. If Archangel fails to respond within said ten

(10) business days, the Township may proceed to reimburse itself for the Reimbursable Township Costs from the funds in the Escrow Account. The Parties agree that this Agreement shall not be governed by N.J.S.A. 40:55D-53.2 of the Municipal Land Use Law, except that any dispute concerning payment of the Reimbursable Township Costs shall be resolved in accordance with the procedures set forth in N.J.S.A. 40:55D-53.2a of the Municipal Land Use Law.

(e) Upon the termination of this Agreement, and there being no default by Archangel hereunder, any money remaining in the Escrow Account shall be disbursed to Archangel, except that the Township may retain for not more than sixty (60) days after such submission or termination date, an amount sufficient to cover unpaid expenses of Reimbursable Township Costs.

2. All notices, demands, reports or other communications required or permitted to be given hereunder shall be given in writing and delivered either by (a) certified mail, return receipt requested, postage prepaid, or (b) a reputable messenger service or a nationally recognized priority delivery service such as Federal Express, addressed to respective Party at the address set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by certified mail shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if transmitted by messenger or a priority delivery service, on the first business day after transmittal provided the sender has evidence of delivery. Counsel for a Party may give notice to the other Party with the same effect as if given by a Party.

3. This Agreement and the rights and benefits created by it are for the sole and exclusive benefit of the Township and Archangel and, without limiting the generality of the foregoing, this Agreement shall not be deemed to be for the direct or indirect benefit of any third party.

4. This Agreement shall be governed by the laws of the State of New Jersey, without regard to principles of conflict of laws.

5. No failure of any Party to this Agreement to exercise any power or right granted under this Agreement, or to insist upon strict compliance by any other Party of any obligation under this Agreement, and no custom or practice of any Party with regard to the terms of performance hereof, shall constitute a waiver of the rights of such Party to demand full and exact compliance with the terms of this Agreement.

6. This Agreement contains the entire Agreement of the Parties and no representations, inducements, promises, or agreements, whether oral or otherwise, between such Party not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified or amended unless such modification or amendment is in writing and signed by all Parties.

7. Each clause or term of this Agreement is severable from the entire Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

8. All references in this Agreement to "days" shall mean and refer to calendar days. If any action is required to be performed, or if any notice, consent, or other communication is given, on a day that is a Saturday or a Sunday, or a legal holiday in the jurisdiction in which the action is required to be performed, or in which is located the intended recipient of such notice, consent, or other communication, such performance shall be deemed to be required, and such notice, consent, or other communication, shall be deemed to be required on the first business day following such Saturday, Sunday or legal holiday.

9. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document will be deemed an original instrument, and all of such counterparts, together, constitute one and the same instrument.

11. Subject to Paragraph 1(f) above, this Agreement shall terminate if and when the Township and Archangel enter into a Redevelopment Agreement for the residential redevelopment portion of the Property, provided that the means for covering Reimbursable Township Costs are included in such Redevelopment Agreement or other agreement serving the same purpose.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

TOWNSHIP OF BELLEVILLE

_____
Albert Cabrera, Township Clerk

By: _____
Michael Melham
Mayor

ARCHANGEL MICHAEL HOLDINGS URBAN RENEWAL, LLC

By: _____
Name:
Title:

EXHIBIT E

Disclosure of Ownership/Structure of Archangel

The signatory to this Agreement on behalf of Archangel hereby represents and warrants to the Township that Archangel Michael Holdings Urban Renewal, LLC is owned 100% by Sherif El Far.

Exhibit G

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #232-2025

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BELLEVILLE AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION TO DETERMINE CERTAIN PROPERTY WITHIN THE TOWNSHIP IS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, N.J.S.A. 40A:12A-6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether an area of the municipality is a non-condemnation "area in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Township Council of the Township of Belleville (the "Township Council") considers it to be in the best interest of the Township to have the Township Planning Board conduct an investigation of certain property located in the Township commonly known as 36 Moore Place, 153 Passaic Avenue, 151 Passaic Avenue, 149 Passaic Avenue, 143 Passaic Avenue and 133 Passaic Avenue and shown on the official Tax Map of the Township of Belleville as Block 4406, Lots 9, 48, 49, 50, 51 and 52, and as shown on the map attached hereto and made a part hereof as **Exhibit A** (collectively, the "Property"), to determine whether such Property, or any portions thereof, is a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Property is generally bounded by Passaic Avenue to the east, Moore Place and developed properties to west, and development properties to the north and south; and

WHEREAS, the Township Council believes the Property is potentially valuable for contributing to, serving, and protecting the public health, safety and welfare and for the promotion of smart growth within the Township; and

WHEREAS, the preliminary investigation referenced herein shall be designed to evaluate and study the Property to determine whether the designation of the Property, or any portions thereof, as a non-condemnation redevelopment area is appropriate and in conformance with the statutory criteria contained in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, subject to the results of the preliminary investigation referenced herein, a non-condemnation redevelopment area determination concerning the Property, if so made, would authorize the Township to use all those powers provided under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., except that such determination shall not permit the Township to exercise the power of eminent domain to acquire all or any portion of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Belleville that:

1. The Planning Board of the Township of Belleville is hereby directed and authorized to conduct a preliminary investigation to determine whether the property known as 36 Moore Place, 153 Passaic Avenue, 151 Passaic Avenue, 149 Passaic Avenue, 143 Passaic Avenue and 133 Passaic Avenue and shown on the official Tax Map of the Township of Belleville as Block 4406, Lots 9, 48, 49, 50, 51 and 52, or any portions thereof, constitute a non-condemnation "area in need of redevelopment" according to the criteria set forth in N.J.S.A. 40A:12A-5 of the Local Redevelopment and Housing Law; and

2. The Planning Board of the Township of Belleville is hereby further directed and authorized to study the property known as 36 Moore Place, 153 Passaic Avenue, 151 Passaic Avenue, 149 Passaic Avenue, 143 Passaic Avenue and 133 Passaic Avenue and shown on the official Tax Map of the Township of Belleville as Block 4406, Lots 9, 48, 49, 50, 51 and 52; to develop a map reflecting the boundaries of the proposed non-condemnation redevelopment area; to provide public notice and conduct public hearings pursuant to N.J.S.A. 40A:12A-6; and to draft a preliminary investigation/report to the Mayor and Council containing its findings; and

3. The Planning Board shall submit the results of such preliminary investigation concerning the proposed non-condemnation redevelopment area to the Mayor and Council for review and consideration in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

4. A copy of this resolution shall be published as and if required by law.

EXHIBIT A

36 Moore Pl., 153 Passaic Ave., 151 Passaic Ave., 149 Passaic Ave.,143 Passaic Ave. and 133 Passaic Ave. and shown on the official Tax Map of the Township of Belleville as Block 4406, Lots 9, 48, 49, 50, 51 and 52

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #233-2025

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BELLEVILLE AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION TO DETERMINE CERTAIN PROPERTY WITHIN THE TOWNSHIP IS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, N.J.S.A. 40A:12A-6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") authorizes the governing body of any municipality, by resolution, to have its Planning Board conduct a preliminary investigation to determine whether an area of the municipality is a non-condemnation "area in need of redevelopment" pursuant to the criteria contained in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Township Council of the Township of Belleville (the "Township Council") considers it to be in the best interest of the Township to have the Township Planning Board conduct an investigation of certain property located in the Township commonly known as 45-53 Washington Avenue and shown on the official Tax Map of the Township of Belleville as Block 7503, Lot 15, and as shown on the map attached hereto and made a part hereof as **Exhibit A** (collectively, the "Study Area"), to determine whether such Study Area, or any portions thereof, is a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Study Area is generally bounded by Washington Avenue to the east, Mill Street to the south, and developed properties to the north and west; and

WHEREAS, the Township Council believes the Study Area is potentially valuable for contributing to, serving, and protecting the public health, safety and welfare and for the promotion of smart growth within the Township; and

WHEREAS, the preliminary investigation referenced herein shall be designed to evaluate and study the Study Area to determine whether the designation of the Study Area, or any portions thereof, as a non-condemnation redevelopment area is appropriate and in conformance with the statutory criteria contained in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, subject to the results of the preliminary investigation referenced herein, a non-condemnation redevelopment area determination concerning the Study Area, if so made, would authorize the Township to use all those powers provided under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., except that such determination shall not permit the Township to exercise the power of eminent domain to acquire all or any portion of the Study Area.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Belleville that:

1. The Planning Board of the Township of Belleville is hereby directed and authorized to conduct a preliminary investigation to determine whether the Study Area known as 45-53 Washington Avenue and shown on the official Tax Map of the Township of Belleville as Block 7503, Lot 15, or any portions thereof, constitute a non-condemnation "area in need of redevelopment" according to the

criteria set forth in N.J.S.A. 40A:12A-5 of the Local Redevelopment and Housing Law; and

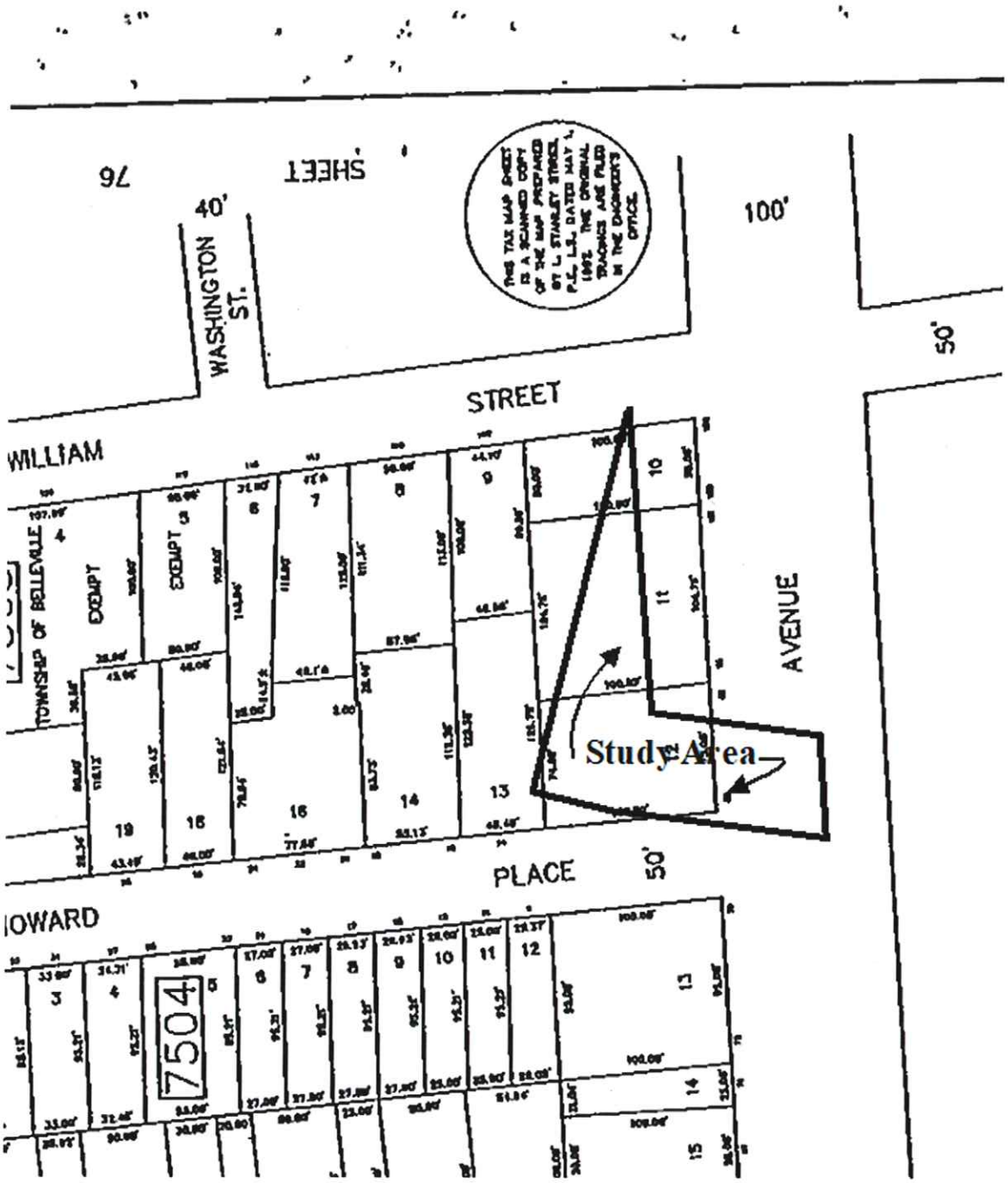
2. The Planning Board of the Township of Belleville is hereby further directed and authorized to study the Study Area known as 45-53 Washington Avenue and shown on the official Tax Map of the Township of Belleville as Block 7503, Lot 15; to develop a map reflecting the boundaries of the proposed non-condemnation redevelopment area; to provide public notice and conduct public hearings pursuant to N.J.S.A. 40A:12A-6; and to draft a preliminary investigation/report to the Mayor and Council containing its findings; and

3. The Planning Board shall submit the results of such preliminary investigation concerning the proposed non-condemnation redevelopment area to the Mayor and Council for review and consideration in accordance with the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

4. A copy of this resolution shall be published as and if required by law.

EXHIBIT A

Study Area



45-53 Washington Avenue and shown on the official Tax Map of the Township of Belleville as Block 7503, Lot 15

EXHIBIT A

36 Moore Pl., 153 Passaic Ave., 151 Passaic Ave., 149 Passaic Ave.,143 Passaic Ave. and 133 Passaic Ave. and shown on the official Tax Map of the Township of Belleville as Block 4406, Lots 9, 48, 49, 50, 51 and 52

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

RESOLUTION #234-2025

APPROVING INITIAL TAXICAB AND LIVERY LICENSE
FOR THE TERM OF SEPTEMBER 23, 2025 TO FEBRUARY 25, 2026

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N.J.

WHEREAS, application for an initial taxi and livery has been submitted on behalf of 20Two, LLC. Subject to the provisions of Chapter 7, of the Revised General Ordinances of the Township of Belleville and Ordinance #3550, Taxicabs and Liveries, and the Regulations Promulgated Thereunder; and

WHEREAS, the applicant submitted the appropriate fees, provided the required documentation, and the Police have inspected vehicle(s), and submitted a report of approval to the Municipal Clerk authorizing to approve initial applicant; and

WHEREAS, the Municipal Clerk has recommended granting said license, for the period commencing September 23, 2025 and terminating February 28, 2026.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Municipal Council of the Township of Belleville, Essex County, New Jersey is hereby authorized and grant issuance of the below listed initial license:

License No.	Company	Owner	Vehicle	Taxi/Limo
2025-06	20Two, LLC	Dezmond D. Morgan	Chevrolet-Suburban	Limo

Motion by Councilmember Velez seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

AUTHORIZING THE TOWNSHIP ATTORNEY TO ADVISE AFFORDABLE CARTAGE, LLC THAT THE TOWNSHIP OF BELLEVILLE IS EXERCISING THE FIRST ONE-YEAR OPTION TO RENEW THE SOLID WASTE AND RECYCLING COLLECTION SERVICE AGREEMENT

WHEREAS, pursuant to Resolution No. 22-127 the Mayor and Counsel of the Township of Belleville authorized the award of a contract for solid waste and recycling services for the Township for a term of three years with two one-year Township options to renew; and

WHEREAS, pursuant to Resolution No. 245-2024 said contract was assigned to Affordable Cartage LLC; and

WHEREAS, the initial term of the contract has expired; and

WHEREAS, the Mayor and Council wish to exercise the first one-year option to renew said contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Belleville hereby authorizes the Township Attorney to advise Affordable Cartage, LLC that is exercising the first one-year option for the renewal of its Solid Waste and Recycling Collection Service Agreement with the Township.

Motion by Councilmember Cozzarelli seconded by Councilmember Velez Ayes**:** Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: None Abstain: None

New/Old Business:

- Motorcycle Mall is celebrating their 50th Anniversary on Saturday, September 20th at 655 Washington Avenue from 10am - 5pm (Vinny Cozzarelli)

Adjournment:

Motion to adjourn by Councilmember Cozzarelli seconded by Councilmember DePeña Ayes: Cozzarelli, DePeña, Graziano, Guardabasco, Muldrow, Velez and Mayor Melham Nays: None Absent: Abstain: None

The meeting was adjourned at 8:47p.m.

Respectfully Submitted,

Alberto Cabrera, R.M.C.
Township Clerk