



AGENDA
May 10, 2022
Council Conference Meeting
7:00 p.m.

APPOINTMENTS

PRESENTATION

BIDS

RESOLUTIONS

Finance Policy Committee

1. Resolution authorizing the Chief Financial Officer to draw warrant for dog licenses for April 2022
2. Resolution authorizing the Chief Financial Officer to refund Recreation Department Fees
3. Resolution authorizing the Chief Financial Officer to draw warrants for overpaid taxes in 2021-2022
4. Resolution to approve insertion of special item of revenue in the municipal budget (municipal alliance)
5. Resolution to approve insertion of special item of revenue in the municipal budget (bulletproof vest)

Public Safety, Transportation and Parking Committee

Code Review & Town Property Committee

1. Resolution to reject bids for 2022 ADA Door Improvement at Town Hall
2. Resolution amending redevelopment agreement with SW Westfield LLC with respect to preview center

Public Works Committee

ORDINANCES

GENERAL BUSINESS

Eagle Scout Project

COMMITTEE REPORTS

OPEN DISCUSSION BY CITIZENS

EXECUTIVE SESSION



**TOWN OF WESTFIELD
TOWN COUNCIL
REGULAR MEETING**

**Tuesday, May 10, 2022
8:00 PM**

PROPOSED AGENDA

This agenda is prepared for the information of the public. It is the order of the meeting; however, if changes in order, deletions or additions are made, they will be noted at the time.

1. Roll Call
2. Invocation
3. Salute to the flag
4. Appointments

Council Committees:

Public Safety, Transportation & Parking Committee

*Mike Dardia, Chairman
Emily Root, Vice Chairwoman
Linda Habgood
Mark LoGrippe*

Code Review & Town Property Committee

*Mark Parmelee, Chairman
Scott Katz, Vice Chairman
Dawn Mackey
Michael Dardia*

Public Works Committee

*David Contract, Chairman
Dawn Mackey, Vice Chairwoman
Emily Root
Mark LoGrippe*

Downtown Westfield Corporation Liaison – Emily Root, Unexpired Term ending December. 31, 2022

Tree Preservation Commission Liaison —Scott Katz, Unexpired Term ending December. 31, 2022

Westfield Memorial Library Liaison – Scott Katz – Unexpired Term ending December 31, 2022

Downtown Westfield Corporation

Kelly Richardson – Unexpired Term ending December 31, 2022

Town Clerk:

Resolution to appoint Town Clerk

Deputy Town Clerk:

Resolution to appoint Deputy Town Clerk

5. Presentations

Proclamations:

Town Clerk

Building Safety Month

6. Advertised Hearings

1. GENERAL ORDINANCE NO. 2022-13

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF WESTFIELD, CHAPTER 19A, ESTABLISHMENT, REGULATION AND LICENSING FOR POLICE REQUESTED AND NON-PREFERENCE VEHICLE TOWING AND STORAGE SERVICES

2. GENERAL ORDINANCE NO. 2022-14

AN ORDINANCE ADOPTING AN AMENDMENT TO THE DOWNTOWN WESTFIELD SCATTERED SITE REDEVELOPMENT PLAN

7. Approval of Minutes from Town Council Conference Session held April 26, 2022

Approval of Minutes from Town Council Regular Meeting held April 26, 2022

8. Petitions and Communications

9. Open discussion by citizens

10. Bills and Claims in the amount of \$398,437.59

11. Reports of Standing Committees

Finance Policy Committee

6. Resolution authorizing the Chief Financial Officer to draw warrant for dog licenses for April 2022

7. Resolution authorizing the Chief Financial Officer to refund Recreation Department Fees

8. Resolution authorizing the Chief Financial Officer to draw warrants for overpaid taxes in 2021-2022

9. Resolution to approve insertion of special item of revenue in the municipal budget (municipal alliance)

10. Resolution to approve insertion of special item of revenue in the municipal budget (bulletproof vest)

11. Resolution to appoint Deputy Town Clerk

Public Safety, Transportation and Parking Committee

Code Review & Town Property Committee

1. Resolution to reject bids for 2022 ADA Door Improvement at Town Hall

2. Resolution amending redevelopment agreement with SW Westfield LLC with respect to preview center

Public Works Committee

12. Reports of Department Heads

TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY
RESOLUTION

FINANCE POLICY COMMITTEE

MAY 10, 2022

WHEREAS, pursuant to N.J.S.A. 40A:9-133 a., every municipality shall appoint a municipal clerk for a three-year term; and

WHEREAS, commencing January 1 following the third anniversary of the effective date of P.L. 1197, c.279 (C40A:9-133.9 et al), no person shall be appointed or reappointed as a municipal clerk unless that person holds a registered municipal clerk certificate issued pursuant to section 3 or section 4 of P.L. 1985, c174 (C.40A:9-133 or C.40A:9-133.4); and

WHEREAS, pursuant to Sec. 2-75(a) of the code of the Town of Westfield, the Town Clerk shall be appointed by the Town Administrator with the approval of the Mayor and Town Council to hold office for a term of three years and subject to the provisions of the Revised Statutes, section 40:46-7, with respect to tenure of office.

NOW, THEREFORE, BE IT RESOLVED that the Town Council does hereby appoint Maureen Lawshe, RMC as the Westfield Municipal Clerk effective immediately for a three-year term expiring on May 10, 2025.

TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY
RESOLUTION

FINANCE POLICY COMMITTEE

MAY 10, 2022

WHEREAS, pursuant to 40A:9-135, the governing body of any municipality, by ordinance, may create the office of Deputy Municipal Clerk and provide for appointments thereto; and

WHEREAS, pursuant to Sec. 2-75(10) (b) of the Code of the Town of Westfield, the Deputy Town Clerk shall be appointed by the Town Administrator with the approval of the Mayor and Town Council.

NOW, THEREFORE, BE IT RESOLVED that the Town Council does hereby appoint Nathalie Bernier as the Westfield Deputy Town Clerk effective May 10, 2022.

**TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY**

GENERAL ORDINANCE NO. 2022-13

**AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF WESTFIELD
CHAPTER 19A ENTITLED “VEHICLE TOWING AND STORAGE” TO
ESTABLISH A SYSTEM OF RATES FOR TOWING AND STORAGE
SERVICES**

SECTION I

That Section 19A-7 “Rates” be amended to read as follows:

“The rates charged for basic towing services, storage and labor shall be in accordance with the schedule established herein and shall be kept on file in the police department and shall be available for inspection by the public.

TOWING:

Class I Vehicles, Passenger and Commercial up to 6999 lbs.	Weekdays 8:00 AM to 6:00 PM Using a Conventional Wrecker	\$100.00
	Weekends and Holidays 6:00 PM to 8:00 AM Using a Conventional Wrecker	\$110.00
	Flatbed Truck, all hours	\$125.00
No mileage charge for Class I or II vehicles if the vehicle is towed to a location within the Town of Westfield or back to the duty tow’s yard. Regardless of location.		
Vehicles towed to locations other than above.		\$6.00 per mile or fraction thereof from pickup point
Fees for Towing Police Department Vehicles shall not exceed		\$50.00
Commercial vehicles Class II, 7000 to 14,999 lbs		\$200.00
Commercial vehicles Class III, 15,000 lbs. and up		\$350.00 per hour \$450 with trailer

Trucks and trailers

No mileage
charge

Vehicle Classification will be determined by the registered gross weight

ROAD SERVICE CHARGE: (All hours)

Out of fuel (plus charge for fuel)	\$75.00
Battery jump	\$75.00
Changing of flat tire	\$75.00
Separation charge	\$75.00
Drop Drive Shaft	\$75.00
Release Air Brake	\$75.00

STORAGE: (Commencing 24 hours after the vehicle was towed)

Class I vehicles per day	\$45.00
Class II vehicles per day	\$50.00
Class III vehicles per day	\$100.00
Inside Storage	Add \$10.00 per day

MISCELLANEOUS:

Waiting time at scene (per minute) commencing 15 minutes after arrival on scene	\$1.00
Winching service, up to 50 feet	\$75.00
In excess of 50 feet (per foot)	\$ 2.50
Rollover charges (to bring a vehicle back onto its wheels)	\$100.00
Administration fees for "paper work" or "yard charges" relating to the retrieval of a motor vehicle in storage are prohibited	---

No towing operators shall charge an additional fee when a towed vehicle is being picked up by an owner/driver or other tow operator or for services such as moving motor vehicles to get to the vehicle in question, towing from the operators property to the street and other such towing operations.

SECTION II

Any and all ordinances or parts thereof in conflict, or inconsistent, with any part of the terms of this ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

SECTION III

In the event that any section, part or provision of this ordinance shall be held to be unconstitutional or invalid by any court, such holding shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so held unconstitutional or invalid.

SECTION IV

This ordinance shall take effect after passage and publication as soon as, and in the manner, permitted by law.

**TOWN OF WESTFIELD
GENERAL ORDINANCE NO. 2022-14**

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE DOWNTOWN
WESTFIELD SCATTERED SITE REDEVELOPMENT PLAN**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment; and

WHEREAS, on March 10, 2020, the Mayor and Council of the Town (the “**Governing Body**”) adopted Resolution Number 77-2020, requesting and authorizing the Town’s Planning Board (the “**Planning Board**”) to undertake a preliminary investigation to determine whether certain properties including:

Block	Lot	Street Address
2405	15	146 Elm Street
2505	12.01	131 Elm Street
3001	5	360 Waterson Street
3101	5	300 South Avenue West
3103	7	301 North Avenue West
3107	2	116 Elmer Street
3116	11	148 Central Avenue

as identified on the Official Tax Map of the Town (the “**Parking Lot Properties**”) qualify as a “non-condemnation” area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on March 10, 2020, the Governing Body also adopted Resolution Number 78-2020, requesting and authorizing the Planning Board to undertake a preliminary investigation to determine whether the properties:

Block	Lot	Street Address
2502	14	630 North Avenue West
2506	1	526 North Avenue West
2508	11	601-613 North Avenue West

as identified on the Official Tax Map of the Town (the “**L&T Properties**,” together with the Parking Lot Properties, the “**Redevelopment Area**”) qualify as a “non-condemnation” area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on June 30, 2020, based upon a recommendation from the Planning Board following a public hearing on June 1, 2020, the Governing Body adopted Resolution No. 145-2020, designating the Parking Lot Properties as a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, on August 11, 2020, based upon a recommendation from the Planning Board following a public hearing on July 20, 2020, the Governing Body adopted Resolution No. 180-2020, designating the L&T Properties as a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Town Planner, Donald B. Sammet, PP/AICP, prepared a redevelopment plan for the Redevelopment Area dated October 5, 2020, entitled the “*Downtown Westfield Scattered Site Redevelopment Plan*” (the “**Redevelopment Plan**”); and

WHEREAS, on October 27, 2020, the Governing Body introduced, and on November 10, 2020, adopted General Ordinance No. 2198, adopting the Redevelopment Plan; and

WHEREAS, on October 13, 2020, based upon a recommendation from the Planning Board following a public hearing on October 5, 2020, the Governing Body adopted Resolution No. 225-2020, designating the Town in its entirety as an area in need of rehabilitation pursuant to the Redevelopment Law; and

WHEREAS, the Redevelopment Law provides for the adoption of a redevelopment plan for an area in need of redevelopment or an area in need of rehabilitation, or for both; and

WHEREAS, the Governing Body has determined it to be in the best interests of the Town to adopt an amendment to the Redevelopment Plan to provide, but not limited to, as follows:

- (1) To include within the Redevelopment Plan the real property commonly known as 74-76 Elm Street, Westfield, and identified on the Official Tax Map of the Town as Block 3106, Lot 5 (the “**Rehabilitation Property**”);
- (2) To permit the temporary use of the Rehabilitation Property as a preview center, as defined therein, and create certain incentives for the establishment of a preview center;
- (3) To require electric vehicle charging infrastructure be provided in any redevelopment project in accordance with the Municipal Land Use Law, *N.J.S.A. 40A:55D-1, et seq.*, as amended and supplemented, and the Town Land Use Ordinance;
- (4) To require a redevelopment agreement for the temporary use of the Rehabilitation Property as a preview center.

as set forth in a plan entitled “*Downtown Westfield Scattered Site Redevelopment Plan,*” dated October 5, 2020, amended as attached hereto as Exhibit A (the “**Amended Redevelopment Plan**”); and

WHEREAS, immediately following the introduction of this Ordinance, the Town Clerk was directed to refer this Ordinance and the Redevelopment Plan to the Planning Board for its review and recommendations pursuant to the Redevelopment Law, which review shall take place within forty-five (45) days of the referral.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Westfield as follows:

1. The Amended Redevelopment Plan, a copy of which is attached to this Ordinance as Exhibit A, is hereby adopted in its entirety.
2. If any provision or portion of this Ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.
3. This ordinance shall take effect immediately upon final publication as required by law.

4. All ordinances and parts of ordinances that are inconsistent with the provisions of this ordinance are here by repealed to the extent of such inconsistency.

TOWN OF WESTFIELD
WESTFIELD NEW JERSEY
RESOLUTION NO.

FINANCE POLICY COMMITTEE

MAY 10, 2022

RESOLVED that the Chief Financial Officer be authorized to draw a warrant in the amount of \$69.00 to the order of New Jersey Department of Health, P.O. Box 369, Trenton, New Jersey for Dog Licenses issued by the Town Clerk for the month of April 2022.

TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY
RESOLUTION NO.

FINANCE POLICY COMMITTEE

MAY 10, 2022

RESOLVED, that the Town Treasurer be authorized to refund the following fees to the following individual via checks:

<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Fee</u>
Jeff Filiberto 940 Highland Ave Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund Field Hockey Clinics / Spring 2022 Grace Filiberto / 6-8 grade	\$133.00
Greg Materdomini 824 Coolidge St Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund Pool Membership / Summer 2022 Lindsay Materdomini / Resident Parent/Child	\$294.50
Kiran Chandra 308 North Scotch Plains Ave Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund Pool Membership / Summer 2022 Kiran Chandra / Resident Family of 4 or less	\$418.00

BE IT FURTHER RESOLVED, that the Town Treasurer be authorized to refund the following fees to the following individual via credit card:

<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Fee</u>
Funda Erparlak 717 South Ave W. #1 Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund Playground Camp 2022 Isabel Fernandez / McKinley	\$346.75
Chetan Hemnani 321 Brightwood Ave Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund CSI Workshop 5/7/22 Sonia Hemnani	\$90.00
Melissa Mohan 259 Hazel Ave Westfield, NJ 07090	Swim Lessons/Pool 03-55-920-203	Refund Swim Lessons / Session 2 Jacqueline Mohan / Swimmer 9:50 am	\$74.00
Scott Binder 404 W Dudley Ave Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund Playground Camp 2022 Kyle Binder / Franklin	\$346.75
Conal Berberich 802 Shackamaxon Dr Westfield, NJ 07090	Swim Lessons/Pool 03-55-920-203	Refund Swim Lessons / Session 2 Elloitt Berberich / Beginner 9:10 am	\$74.00
Mary Coffey 2235 Paff Pl Scotch Plains, NJ 07076	Tennis/Rec T-05-600-071	Refund CSI Workshop 5/7/22 Tess Coffey	\$90.00
Tracie Mandelbaum	Tennis/Rec	Refund	\$111.15

858 Summit Ave Westfield, NJ 07090	T-05-600-071	Track & Field / Spring 2022 Zachary Mandelbaum / 2-3 grade
Rich Werner 718 Scotch Plains Ave Westfield, NJ 07090	Tennis/Rec T-05-60-071	Refund \$170.00 Pickleball -Adult /Spring 2022 / "Almost" Rich Werner / Session 2 (\$85) Maryann Huhn-Werner / Session 2 (\$85)
Alejo Giachino 1 Wellington Downs Scotch Plains, NJ 07076	Pool Membership 03-55-920-202	Refund \$685.90 Pool Membership / Summer 2022 Alejo Giachino/Non-Resident Family of 4 or less
Bob Kermanshahi 528 First St Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund \$440.00 Pool Membership / Summer 2022 Jack Kermanshahi/Resident Family of 4 or less
Philippe Richards 711 Austin St Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund \$545.00 Pool Membership / Summer 2022 Philippe Richards/Resident Family of 5 or more
Mark Coscarello 95 Glenwood Rd Fanwood, NJ 07023	Swim Lessons/Pool 903-55-920-203	Refund \$100.00 Diving Clinic / Session 5 Mia Coscarello / Intermediate 9:10 am (\$50) Anthony Coscarello / Intermediate 9:10 (\$50)
Suzanne P Sherman 858 Summit Ave Westfield, NJ 07090	Tennis/Rec T-05-600-071	Refund \$57.00 Transfer from Tennis to Pickleball Class Suzanne Sherman / Adult Classes / Spring 2022
John Kim 417 Tuttle Pkwy Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund \$545.00 Pool Membership / Summer 2022 John Kim / Resident Family of 5 or more
Brian Wallen 634 4 th Ave Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund \$440.00 Pool Membership / Summer 2022 Brian Wallen/Resident Family of 4 or less
Sean Blessington 622 Cumberland St Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund \$545.00 Pool Membership / Summer 2022 Isabella Blessington / Resident Family of 5 or more
Christopher Gatto 12 Marlin Ct. Westfield, NJ 07090	Pool Membership 03-55-920-202	Refund \$440.00 Pool Membership / Summer 2022 Quinn Gatto / Resident Family of 4 or less

TOWN OF WESTFIELD
WESTFIELD NEW JERSEY

RESOLUTION NO.

FINANCE POLICY COMMITTEE

MAY 10, 2022

RESOLVED that the Chief Financial Officer be, and he hereby is authorized to draw warrants to the following persons, these amounts being overpaid for 2021-2022:

<u>Block/Lot/Qualifier</u> <u>Name</u>	<u>Property Address</u>	<u>Quarter/Year</u> <u>Amount</u>
2105/1 TRYSTONE CAPITAL ASSETS LLC	323 Canterbury Road	Subs/2021 \$195.00
4007/8 TRYSTONE CAPITAL ASSETS LLC	220 Myrtle Avenue	Subs/2021 \$195.00
4503/55 CANO, Daniel	868 Willow Grove Road	1 st /2021 \$637.70
		2 nd /2021 \$4,135.27 \$4,772.97
4503/55 PennyMac Loan Services Attn: Property Tax Refunds 6101 Condor Dr. Moorpark, CA 93021	868 Willow Grove Road	4 th /2021 \$4,154.43 1 st /2022 \$4,144.85 2 nd /2022 \$4,144.85 \$12,444.13
5201/56 KRAMER, Leslie 869 Winyah Avenue Westfield, NJ 07090	82 Tamaques Way	4 th /2021 \$3,304.03

TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY
RESOLUTION

FINANCE POLICY COMMITTEE

MAY 10, 2022

WHEREAS, N.J.S.A.40A:4-87 (Chapter 159, P.L. 1948) provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by the law and the amount thereof was not determined at the time of the adoption of the budget, and

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

NOW, THEREFORE, BE IT RESOLVED that the Town of Westfield hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget year 2022 in the sum of \$3,646.00, which is now available from Union County Municipal Alliance Program Youth Leadership Grant; and

BE IT FURTHER RESOLVED that the like sum be, and the same is hereby appropriated under the following caption:

General Appropriations	
Municipal Alliance Program	
Youth Leadership Grant	\$3,646.00

BE IT FURTHER RESOLVED that one copy of this resolution be forwarded electronically to the Division of Local Government Services by the Chief Financial Officer.

TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY
RESOLUTION

FINANCE POLICY COMMITTEE

MAY 10, 2022

WHEREAS, N.J.S.A.40A:4-87 (Chapter 159, P.L. 1948) provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by the law and the amount thereof was not determined at the time of the adoption of the budget, and

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

NOW, THEREFORE, BE IT RESOLVED that the Town of Westfield hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget year 2022 in the sum of \$7,133.10, which is now available from the Fiscal Year 2020 Federal Bullet Proof Vest program; and

BE IT FURTHER RESOLVED that the like sum be, and the same is hereby appropriated under the following caption:

General Appropriations	
2020 Federal Bullet Proof Vest program (BPV)	\$7,133.10

BE IT FURTHER RESOLVED that one copy of this resolution be forwarded electronically to the Division of Local Government Services by the Chief Financial Officer.

TOWN OF WESTFIELD
WESTFIELD NEW JERSEY
RESOLUTION NO.

CODE REVIEW & TOWN PROPERTY COMMITTEE

MAY 10, 2022

WHEREAS, one (1) sealed bid was received on April 28, 2022 by the Town Clerk for the 2022 ADA Door Improvement at Town Hall in the Town of Westfield; and

WHEREAS, it has been determined that the bid submitted exceeded the amount budgeted by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Westfield that the bid received on April 28, 2022 for the ADA Door Improvement at Town Hall in the Town of Westfield be and hereby is rejected.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Recreation Department is hereby authorized to re-bid for the **2022 ADA Door Improvement at Town Hall**

TOWN OF WESTFIELD
WESTFIELD, NEW JERSEY
RESOLUTION NO. 2022

CODE REVIEW & TOWN PROPERTY COMMITTEE

MAY 10, 2022

**RESOLUTION OF THE TOWN OF WESTFIELD, COUNTY OF UNION,
STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT WITH SW WESTFIELD LLC**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment and/or in need of rehabilitation; and

WHEREAS, the Town of Westfield (the “**Town**”) and SW Westfield LLC (“**SW**”) entered into that certain Conditional Designation & Interim Costs Agreement, dated as of December 8, 2020 (the “**CDIC Agreement**”), conditionally designating SW as the redeveloper of certain real property designated as areas in need of redevelopment (and defined in the CDIC Agreement as the Project Site), subject to the redevelopment plan, dated October 5, 2020, entitled “*Downtown Westfield Scattered Site Redevelopment Plan*” (the “**Redevelopment Plan**”); and

WHEREAS, on April 26, 2022, the Town Council (the “**Governing Body**”) introduced, and on May 10, 2022 adopted General Ordinance No. 2022-14, amending the Redevelopment Plan to provide as follows: (i) to include within the Redevelopment Plan the real property commonly known as 74-76 Elm Street, Westfield, and identified on the Official Tax Map of the Town as Block 3106, Lot 5 (the “**Rehabilitation Property**”), which has been deemed in need of rehabilitation; (ii) to limit the uses of the Rehabilitation Property; and (iii) require electric vehicle charging infrastructure be provided in any redevelopment project in accordance with the Municipal Land Use Law, *N.J.S.A. 40A:55D-1, et seq.*, as amended and supplemented, and the Town Land Use Ordinance (the “**Amended Redevelopment Plan**”); and

WHEREAS, SW proposes to rehabilitate the Rehabilitation Property in accordance with the standards contained in the Amended Redevelopment Plan (the “**Rehabilitation Project**”); and

WHEREAS, the use of the Rehabilitation Property as a preview center, as that term is defined within the Amended Redevelopment Plan, shall be temporary in nature and shall cease upon either the date (a) SW is no longer conditionally or unconditionally designated redeveloper of the Project Site (as defined in the CDIC Agreement) or (b) SW’s lease agreement with Downtown Realty LLC for use of the Rehabilitation Property is terminated; and

WHEREAS, the Town has determined that SW possesses the proper qualifications and experience to rehabilitate the Rehabilitation Property in accordance with the Amended Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, to effectuate the Amended Redevelopment Plan, the Town has determined to enter into a Redevelopment Agreement for the purpose of designating SW as the “redeveloper”, as that term is defined in the Redevelopment Law, of the Rehabilitation Property and memorialize the respective rights and responsibilities of the Town and SW with respect to the Rehabilitation Property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Westfield, County of Union, and State of New Jersey, that the Mayor is hereby authorized to execute a Redevelopment Agreement with SW Westfield LLC in substantially the form annexed hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT all Town officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution. This Resolution shall take effect immediately.

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “**Redevelopment Agreement**” or “**Agreement**”) is made this _____ day of _____, 2022 (the “**Effective Date**”), by and between the **TOWN OF WESTFIELD**, having its offices at Westfield Town Hall, 425 East Broad Street, Westfield, New Jersey 07090 (the “**Town**”), and SW WESTFIELD LLC, a limited liability company, having an address of 225 Liberty Street, 31st Floor, New York City, New York 10281 (hereinafter “**SW**”). The Town and Redeveloper shall each be referred to herein as a “**Party**” and together as the “**Parties.**”

RECITALS

A. The Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment and/or in need of rehabilitation.

B. The Town and SW entered into that certain Conditional Designation & Interim Costs Agreement, dated as of December 8, 2020 (the “**CDIC Agreement**”), conditionally designating SW as the redeveloper of certain real property designated as areas in need of redevelopment and defined in the CDIC Agreement as the Project Site, subject to the redevelopment plan, dated October 5, 2020, entitled “*Downtown Westfield Scattered Site Redevelopment Plan*” (the “**Redevelopment Plan**”).

C. On April 26, 2022, the Town Council (the “**Governing Body**”) introduced, and on May 10, 2022 adopted General Ordinance No. 2022-14 amending the Redevelopment Plan to provide as follows: (i) to include within the Redevelopment Plan the real property commonly known as 74-76 Elm Street, Westfield, and identified on the Official Tax Map of the Town as Block 3106, Lot 5 (the “**Rehabilitation Property**”), which has been deemed in need of rehabilitation; (ii) to limit the uses of the Rehabilitation Property; and (iii) require electric vehicle charging infrastructure be provided in any redevelopment project in accordance with the Municipal Land Use Law, *N.J.S.A. 40A:55D-1, et seq.*, as amended and supplemented, and the Town Land Use Ordinance (the “**Amended Redevelopment Plan**”).

D. SW proposes to rehabilitate the Rehabilitation Property by constructing and using the property as a preview center in accordance with the standards contained in the Amended Redevelopment Plan (the “**Rehabilitation Project**”).

E. The use of the Rehabilitation Property as a preview center, as that term is defined within the Amended Redevelopment Plan, shall be temporary in nature and shall cease upon either the date (a) SW is no longer conditionally or unconditionally designated redeveloper of the Project Site (as defined in the CDIC Agreement) or (b) SW’s lease agreement with Landlord, as described in Section 5 below, for use of the Rehabilitation Property is terminated.

F. The Town has determined that SW possesses the proper qualifications and experience to implement and complete the Rehabilitation Project in accordance with the Amended Redevelopment Plan, and all other applicable laws, ordinances and regulations.

G. In order to effectuate the Amended Redevelopment Plan, the Town has determined to enter into this Redevelopment Agreement for the purpose of designating SW as the “redeveloper”, as that term is defined in the Redevelopment Law, of the Rehabilitation Property and memorialize the respective rights and responsibilities of the Town and SW with respect thereto.

H. On May 10, 2022, the Governing Body adopted Resolution No. 131-2022 authorizing the execution of this Redevelopment Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

1. Designation as Redeveloper. The Town hereby designates and appoints SW as redeveloper of the Rehabilitation Property. Until such time as this Redevelopment Agreement is terminated, SW shall have the exclusive right to rehabilitate the Rehabilitation Property in accordance with the Amended Redevelopment Plan, and any other governmental approval issued by the Town, and the terms and conditions of this Redevelopment Agreement.

2. Declaration of Covenants and Restrictions. The Town will record the Declaration of Covenants and Restrictions (the “**Declaration**”) annexed hereto as Exhibit A, in the Union County Clerk’s Office immediately upon execution of this Agreement. The covenants and restrictions contained within the Declaration are hereby incorporated and made part of this Agreement by reference. The covenants and restrictions contained within the Declaration are imposed upon SW, its successors, and assigns, and Downtown Realty LLC, the owner of the Rehabilitation Property (the “**Landlord**”) and are intended to run with the Rehabilitation Property until the termination of this Agreement. SW and Landlord’s execution and recording of the Declaration is a material condition of this Agreement.

SW acknowledges that the Town and its successors and assigns are beneficiaries of the agreements and covenants set forth in the Declaration both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Town for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

3. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in the Declaration shall be covenants running with the Rehabilitation Property. All covenants in the Declaration, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Town and its successors and assigns, and any successor in interest to the Rehabilitation Property, or any part thereof, against any signatory of the Declaration, and their successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Rehabilitation Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in the Declaration shall cease and terminate automatically and without further action upon the termination of this Redevelopment Agreement. Upon the request of SW and/or Landlord or any successor owner at any time after the termination of this Agreement, the Town shall execute and deliver a discharge of the Declaration in recordable form for the Rehabilitation Property.

4. Schedule and Implementation of the Rehabilitation Project. SW shall obtain all necessary governmental approvals, including a certificate of occupancy, if necessary, and begin using the Rehabilitation Property as a Preview Center, as that term is defined within the Amended Redevelopment Plan, within six (6) months of the Effective Date of this Agreement.

5. Termination. The use of the Rehabilitation Property as a Preview Center shall be temporary in nature and shall cease upon the termination of this Agreement. This Agreement shall terminate upon the sooner of the date (a) SW is no longer conditionally or unconditionally designated redeveloper of the Project Site (as defined in the CDIC Agreement) or (b) SW’s lease agreement with Landlord for use of the Rehabilitation Property is terminated. SW and/or Landlord, and their successors and assigns shall cease using the Rehabilitation Property as a Preview Center within thirty (30) days from the date of termination of this Agreement and without notice from the Town. This paragraph shall survive the termination of this Agreement.

6. Transfer Prohibited. SW shall not sell, lease or otherwise transfer the Rehabilitation Project and/or the Rehabilitation Property, or any part thereof, without the prior written consent of the Town.

7. Notices. Notices and other communications required or permitted under this Agreement shall be in writing and delivered by nationally recognized overnight delivery service to a Party's address as set forth as follows

For the Town:

James Gildea, Business Administrator
Town of Westfield
Westfield Town Hall
425 East Broad Street
Westfield, New Jersey 07090

with copy to Robert S. Goldsmith, Esq.
Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue, Suite 301
Roseland, New Jersey 07068

For SW:

SW Westfield LLC
225 Liberty Street, 31st Floor
New York City, New York 10281
Attn: President of Real Estate
cc: General Counsel

with copy to Nicholas Racioppi, Jr., Esq.
Riker Danzig Scherer Hyland Perretti
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962-1981

8. Governing Law. This Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Union County, New Jersey, and SW hereby waives all objections to such venue.

9. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and upon each party's successors and assigns.

10. Review by Counsel. Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against either Party drawing or causing this Agreement to be drawn, as counsel for both SW and the Town have combined in their review and approval of same.

11. Entire Agreement; No Modification Unless in Writing. This Agreement contains the entire agreement of the Parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the Parties hereto.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Amendment may be executed by facsimile or scanned signatures; any signed Amendment or signature page to this Amendment that is

transmitted by facsimile or in the portable document format (.pdf) shall be treated in all manners and respects as an original agreement or signature page.

IN WITNESS WHEREOF, the parties have executed this Redevelopment Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

TOWN OF WESTFIELD

By: _____ By: _____

Name:

Name:

Title:

Title:

Dated:

SW WESTFIELD LLC

By: _____ By: _____

Name:

Name:

Title:

Title: Managing Member

Dated:

EXHIBIT A

Form of Declaration of Covenants and Restrictions

Record and Return to:
Steven G. Mlenak, Esq.
75 Livingston Avenue
Roseland, NJ 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

Block 3106, Lot 5 Town of Westfield, County of Union

This Declaration of Covenants and Restrictions (“**Declaration**”) is made this ____ day of _____, 2022, by Downtown Realty LLC, a limited liability company, having an address of 213 South Avenue, East, Cranford, New Jersey 07016 (the “**Landlord**”) and SW WESTFIELD LLC, a limited liability company, having an address of 225 Liberty Street, 31st Floor, New York City, New York 10281 (“**SW**”).

RECITALS

A. The Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as being in need of redevelopment.

B. The Town and SW entered into that certain Conditional Designation & Interim Costs Agreement, dated as of December 8, 2020 (the “**CDIC Agreement**”), conditionally designating SW as the redeveloper of certain real property designated as areas in need of redevelopment and defined in the CDIC Agreement as the Project Site, subject to the redevelopment plan, dated October 5, 2020, entitled “*Downtown Westfield Scattered Site Redevelopment Plan*” (the “**Redevelopment Plan**”).

C. On April 26, 2022, the Town Council (the “**Governing Body**”) introduced, and on May 10 2022 adopted General Ordinance No. 2022-14, amending the Redevelopment Plan to provide as follows: (i) to include within the Redevelopment Plan the real property commonly known as 74-76 Elm Street, Westfield, and identified on the Official Tax Map of the Town as Block 3106, Lot 5 (the “**Rehabilitation Property**”), which has been deemed in need of rehabilitation; (ii) to limit the uses of the Rehabilitation Property; and (iii) require electric vehicle charging infrastructure be provided in any redevelopment project in accordance with the Municipal Land Use Law, *N.J.S.A. 40A:55D-1, et seq.*, as amended and supplemented, and the Town Land Use Ordinance (the “**Amended Redevelopment Plan**”).

D. Landlord is the owner of the Rehabilitation Property and has agreed to enter into a lease agreement with SW to permit the rehabilitation of the Rehabilitation Property in accordance with the standards contained in the Amended Redevelopment Plan (the “**Rehabilitation Project**”).

E. On _____, 2022, the Town and SW entered into a Redevelopment Agreement for the purpose of designating SW as the “redeveloper”, as that term is defined in the Redevelopment Law, of the Rehabilitation Property and memorialize the respective rights and responsibilities of the Town and SW with respect thereto.

F. *N.J.S.A. 40A:12A-9(a)* of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”.

NOW THEREFORE, in consideration of the foregoing and in compliance with the requirements of the Redevelopment Law, Landlord, as owner, and SW as lessee and the designated redeveloper of the Rehabilitation Property, hereby declare as follows:

1. SW and the Landlord covenant and agree that:

- a. The use of the Rehabilitation Property as a Preview Center shall be temporary in nature and shall cease upon the termination of the Redevelopment Agreement. Upon said termination, SW and Landlord agree to cease the use of the Rehabilitation Property as a Preview Center within thirty (30) days from the date of termination.

2. SW covenants and agrees that:

- a. SW shall rehabilitate the Rehabilitation Property in accordance with applicable laws, the Amended Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth therein.
- b. SW shall not sell, lease or otherwise transfer the Rehabilitation Project and/or Rehabilitation Property, or any part thereof, without the prior written consent of the Town.
- c. SW shall not effect or execute any covenant, agreement, lease, conveyance or other instrument, in connection with its use or occupancy of the Rehabilitation Project, whereby the Rehabilitation Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and SW, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.
- d. SW shall not encumber, hypothecate or otherwise use the Rehabilitation Property, or any part thereof, as collateral for any transaction unrelated to the Rehabilitation Project.

3. The covenants and restrictions set forth in Sections 1 and 2 above shall be covenants running with the land until extinguished in accordance with the provisions of Section 5 below. All covenants in Section 1 and 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Town and its successors and assigns, and any successor in interest to the Rehabilitation Property, or any part thereof, against SW, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Rehabilitation Property to any part thereof. However, said covenants shall be binding on SW, its successors and assigns, respectively, only for such period as SW or any successor or party shall own, lease or occupy the Rehabilitation Property, or any part thereof, the buildings and structures thereon or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in this Declaration shall cease and terminate upon the termination of Redevelopment Agreement.

4. In amplification, and not in restriction of the provisions of Section 3, it is intended and agreed that the Town and its successors and assigns shall be deemed beneficiaries of the restrictions and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Town for the entire period during which such agreements and covenants

shall be in force and effect, without regard to whether the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

5. Upon the termination of Redevelopment Agreement, the conditions determined to exist at the time the Rehabilitation Property was determined to be an area in need of rehabilitation shall be deemed to no longer exist with respect to the Rehabilitation Property, and the Rehabilitation Property and improvements constituting the Rehabilitation Project shall no longer be subject to any covenant running with the land as to the Property, unless otherwise provided herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Redeveloper has executed this Declaration effective as of the date first above written.

Witness/Attest:

SW WESTFIELD LLC

Name:
Title:

By: _____
Name:
Title: Managing Member

Witness/Attest:

DOWNTOWN REALTY LLC

Name:
Title:

By: _____
Name:
Title: Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF UNION :

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared _____, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of SW Westfield LLC, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary or Attorney at Law
The State of New Jersey

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF UNION :

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared _____, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of Downtown Realty LLC, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary or Attorney at Law
The State of New Jersey