



TOWNSHIP OF EAST HANOVER
411 RIDGEDALE AVENUE
EAST HANOVER, NJ 07936



Felicia McDonald
Deputy Clerk

(973) 888-6000
FAX: (973) 887-7210

AGENDA FOR TOWNSHIP COUNCIL MEETING
MONDAY, MAY 4, 2020 @ 7:00 P.M.

Meeting Called to Order by Mayor Pannullo
Roll Call
Pledge of Allegiance
Invocation: Councilman DeMaio
Public Announcement
Adoption of Minutes: March 2, 2020

BUDGET HEARING: Department Heads

INTRODUCTION: 2020 Municipal Budget

OLD BUSINESS: None

PUBLIC INPUT:

COUNCIL INPUT:

CONSENT AGENDA:

Matters listed within the Consent Agenda have been referred to members of the Township Council for reading and study, are considered to be routine, and will be enacted by one motion of the Township Council with no separate discussion. If separate discussion is desired, the item may be removed from the Consent Agenda by Council action and placed on the regular agenda under new business.

- 80 -2020- Resolution Re: Emergency Temporary Appropriation Prior to Adoption of 2020 Budget
- 81 -2020- Resolution Re: Approval of Change Order #2020-1 Between the Township and Core & Main LP for the Water Meter Replacement Project
- 82 -2020- Resolution Re: Authorizing Unexpended and Dedicated Balances of Water-Sewer Utility Capital Appropriations
- 83 -2020- Resolution Re: Refund for Overpayment of Taxes (Block 41, Lot 22.01)
- 84 -2020- Resolution Re: Approving a Developer's Agreement with 19 Ridgedale Ave East Hanover, LLC; 28 Rt. 10 East Hanover, LLC & 14 Rt. 10 East Hanover, LLC for Property Located at 28 Route 10 West (Commonly Known as Wawa Convenience Store)

- 85 -2020- Resolution Re: Approving the 2020 Budget of East Hanover Community Partnership (Special Improvement District)
- 86 -2020- Resolution Re: Certification of Compliance with Federal Civil Rights Requirements
- 87 -2020- Resolution Re: Grant Application to Morris County Historic Preservation Trust Fund for a Preservation Plan for the Ellis Cook House
- 88 -2020- Resolution Re: Approving the Indemnification and Hold Harmless Agreement for 8 Baybury Court in Block 40.08, Lot 6
- 89 -2020- Resolution Re: Renewal of Participation in Morris County Community Development and Home Program
- 90 -2020- Resolution Re: Designating 30 Farinella Associates 1.0, LLC as Redeveloper of 30 Farinella Drive Located in the Varityper Redevelopment Area
- 91 -2020- Resolution Re: Approving a Redeveloper's Agreement with 30 Farinella Associates 1.0, LLC for Property Known as 30 Farinella Drive Located in the Varityper Redevelopment Zone

COMMUNICATIONS & DISCUSSION ITEMS: None

NEW BUSINESS:

- Introduction: Ordinance No. 1-2020~ Bond Ordinance Appropriating \$4,278,900 Providing for Various Capital Improvements
- Introduction: Ordinance No. 2-2020~ Bond Ordinance Appropriating \$927,000 Providing for Various Water/Sewer Utility Improvements
- Introduction: Ordinance No. 3-2020~ Exceed Municipal Budget Appropriation Limits and Establish a Cap Bank

PAYMENT OF BILLS:

ADJOURNMENT:

Respectfully submitted,



Paula A. Massaro, RMC
Township Clerk



**Township of East Hanover
Kenneth Huelbig
Finance Officer, Tax Collector &
Purchasing Agent
973-888-6004 Fax- 973-887-7210**

Memo

To: Department Heads
Date: April 28, 2020
Re: 2020 Department Head Budget Hearing

The Department Head Budget Hearing is scheduled for the Monday, May 4th Council Meeting with the time for each department section listed below. I have attached your department budget spreadsheets with the Administration amount approved for the Budget Introduction including capital. Please be prepared to answer any questions in regards to your 2020 Budget & Capital Proposals. Instructions for accessing the teleconference meeting is included in the email.

7:00 PM – Thomas Pershouse, Construction Official, (Budget – **Section 3, C10**)

7:05 PM – Christopher Cannizzo, Chief of Police
(Budget – **Section 4, C12**) (Capital – **Section 12, L2**)

7:10 PM – John Centanni, OEM Coordinator
(Budget – **Section 4, C13**) (Capital – **Section 12, L2**)

7:15 PM – Carmine Davino, Fire Chief
(Budget – **Section 4, C14 & C15**) (Capital – **Section 12, L2**)

7:20 PM – Marc Macaluso, Supt of Public Works
(Budget – **Section 6, C19 to C24**) (Capital – **Section 12, L3-L6**)

7:25 PM – Carlo DiLizia, Health Officer, (Budget – **Section 7, C25**)

7:30 PM – Linda Lurz, Supt of Recreation, (Budget – **Section 7, C26**) (Capital – **Section 12, L4**)

7:35 PM – Ed Schimminger, Supt of Public Utilities
(Budget – **Section 11, W1**) (Capital – **Section 12, L7**)

7:40 PM - Admin/Clerk/Finance/Tax Collection/Assessment & Misc Sections

**INTRODUCTION OF 2020
MUNICIPAL BUDGET**

CONSENT AGENDA

RESOLUTION NO. 80-2020

**EMERGENCY TEMPORARY RESOLUTION
PRIOR TO ADOPTION OF THE BUDGET
N.J.S.A. 40A:4-20**

WHEREAS, an emergent condition has arisen with respect to unexpected expenses and no adequate provision was made in the 2020 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

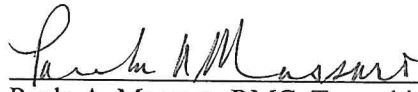
WHEREAS, the total emergency temporary resolutions adopted in the year 2020, pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951 as amended), including this resolution total \$11,755,545.18.

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members therefore affirmatively concurring) that in accordance with N.J.S.A. 40A:4-20, the following Temporary Emergency Appropriation is hereby made:

Current Fund Operating	\$4,174,761.40
Water/Sewer Utility Operating	\$ 908,718.60

That two certified copies of this resolution be filed with the Director of Local Government Services.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on April 6, 2020.



Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT
X			
X			
X			
X			
X			

RESOLUTION NO. 81-2020

RESOLUTION AUTHORIZING THE APPROVAL OF CHANGE ORDER #2020-1 BETWEEN THE TOWNSHIP OF EAST HANOVER AND CORE & MAIN LP FOR THE WATER METER REPLACEMENT PROJECT


WHEREAS, the Township Mayor and Council approved Resolution #158-2017 awarding a contract to Core & Main LP for the Water Meter Replacement Project in the amount not to exceed \$1,573,241.00; and

WHEREAS, the Superintendent of Public Utilities and the Purchasing Agent has certified Change Order #2020-1 for a reduction in the amount of (\$9,406.66), which reflects the change in quantity of residential and commercial meters to be installed; and

WHEREAS, the Chief Finance Officer has certified the availability of funds for this contract.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover that the total contract amount \$1,573,241.00 for the Water Meter Replacement Project be decreased by \$9,406.66 for an adjusted total amount of \$1,563,834.34, based on Change Order #2020-01.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on April 6, 2020.


Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT
X			
X			
X			
X			
X			

RESOLUTION NO. 82-2020

**RESOLUTION AUTHORIZING UNEXPENDED AND DEDICATED BALANCES
OF WATER-SEWER UTILITY CAPITAL APPROPRIATIONS**

WHEREAS, certain Water-Sewer Utility Capital Improvement appropriation balances remain dedicated to projects now completed and/or canceled; and

WHEREAS, the Finance Officer certifies that it is necessary to formally cancel said balances so that the unexpended balances may be returned to either Capital Improvement Fund or Surplus, and unused debt authorizations and grant receivables may be canceled.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover that the following unexpended and dedicated balances of Water-Sewer Utility Capital Appropriations be canceled:

Ord. #	Project Description	Amount Canceled	
		Funded	Unfunded
14-2017	Water Meter Installation Project		\$ 275,000.00
	To be canceled to Capital Fund Balance:		\$ 0.00
	To be canceled to Capital Improvement Fund:		\$ 0.00
	To Reduce Fixed Capital Authorized & Uncompleted:		\$ 275,000.00

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on April 6, 2020.


 Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT
X			
X			
X			
X			
X			

RESOLUTION NO. 83-2020

**REFUND FOR OVERPAYMENT OF TAXES
(BLOCK 41, LOT 22.01)**

WHEREAS, the Tax Collector has certified that the mortgage company Wells Fargo has made payment of the fourth quarter 2019 Added & Omitted taxes; and

WHEREAS, the 2019 Added & Omitted taxes were successfully appealed by the Homeowner, thus creating an overpayment of taxes on this property.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover that a warrant be drawn to the Mortgage Servicer in the designated amount representing an overpayment of taxes as follows:

Current Homeowner:

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Tax Year</u>	<u>Amount</u>
B 41	L 22.01	Wells Fargo Real Estate Tax Services 1 Home Campus MAC F2302-04D Des Moines, IA 50328	2019/4	\$ 1,622.86

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on April 6, 2020.



Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT
X			
X			
X			
X			
X			

RESOLUTION NO. 84-2020

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING AND AUTHORIZING EXECUTION OF THE DEVELOPER'S AGREEMENT WITH 19 RIDGEDALE AVE EAST HANOVER, LLC; 28 RT. 10 EAST HANOVER, LLC & 14 RT. 10 EAST HANOVER, LLC FOR THE PROPERTY LOCATED AT 28 ROUTE 10 WEST AND DESIGNATED AS BLOCK 129, LOTS 8, 8.01, 9, 10 & 11 (COMMONLY KNOWN AS WAWA CONVENIENCE STORE)

WHEREAS, Resolution No. 23-2019 was adopted by the East Hanover Land Use Planning Board on October 29, 2019, which Resolution, including all conditions set forth therein, including any correspondence and conditions issued by the Township Engineer and the Township Planner are incorporated by reference within the Developer's Agreement and this Resolution, as if same were set forth at length herein, for the property located on 28 Route 10 West, and designated as Block 129, Lots 8, 8.01, 9, 10 & 11 on the official tax map of the Township of East Hanover, County of Morris, State of New Jersey; and

WHEREAS, the Township Attorney, Township Planner and the Township Engineer have reviewed and approved the Developer's Agreement, a copy of which is incorporated by reference as if same were set forth at length herein; and

WHEREAS, the Township of East Hanover Mayor and Council reviewed the Developer's Agreement and recommend that the Developer's Agreement be executed and the Performance Guarantees and Insurance requirements be submitted to the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of East Hanover, New Jersey, that the Developer's Agreement between 19 Ridgedale Ave East Hanover, LLC; 28 Rt. 10 East Hanover, LLC & 14 Rt. 10 East Hanover, LLC and the Township of East Hanover is approved and the Mayor and Township Clerk are authorized to execute same.

BE IT FURTHER RESOLVED, that the Developer's Agreement shall be filed in the Morris County Clerk's Office at the owner and developer's expense within seven (7) days of receipt of this signed agreement; and is available for inspection in the Township Clerk's office. The owner and developer agree that a copy of the recorded document will be provided to the Township of East Hanover Clerk within seven (7) days of receipt of the filed document.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

Record and Return to: William J. Rush, Esq.
435 Ridgedale Avenue, Ste. 1
East Hanover, New Jersey 07936

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made this 4th day of **May** 2020,

BETWEEN:

19 Ridgedale Ave East Hanover, LLC; 28 Rt. 10 East Hanover, LLC & 14 Rt. 10 East Hanover, LLC, all Limited Liability Companies of the State of New Jersey, having its collective principal place of business at 28 Route 10 West, East Hanover, New Jersey 07936 in the Township of East Hanover, County of Morris and State of New Jersey 07936 (hereinafter collectively designated as "Developer"),

AND

TOWNSHIP OF EAST HANOVER, a Municipal Corporation of the State of New Jersey, having its principal office at 411 Ridgedale Avenue in the Township of East Hanover, County of Morris and State of New Jersey 07936, (hereinafter designated as "Township").

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain real property commonly known as 28 Route 10 West, Block 129; Lots 8, 8.01, 9, 10 & 11 on the official tax map of the Township of East Hanover, County of Morris, State of New Jersey; and

WHEREAS, Developer obtained approval from the East Hanover Land Use Planning Board (hereinafter designated as "Board") for the construction of a new Wawa convenience store with fuel sales having egress and ingress on Route 10 West and Ridgedale Avenue and approval to merge the existing 5 separate lots and then subdivide into two separate lots and to install improvements to the property, such as parking, lighting and landscaping; and for several variances, more specifically set forth in the East Hanover Land Use Planning Board Resolution No.: 23-2019, adopted on October 29, 2019, which Resolution, including all conditions set forth therein, including the correspondence issued by the Board Conflict Engineer, Joseph A. Pomante, PE of Boswell Engineering, Inc., dated July 23, 2019, August 23, 2019 and any other correspondence issued by the Board Conflict Engineer detailing the conditions of approval; correspondence issued by the Board Conflict Planner, Michael D. Kauker, P.P. of Kauker & Kauker LLC, dated July 24, 2019 and any other correspondence issued by the Board Conflict Planner detailing the

conditions of approval; and correspondence issued by the East Hanover Fire Chief Carmine Davino dated August 22, 2019; and correspondence issued by the East Hanover Police Chief dated August 21, 2019 and any other conditions set forth by the Board Conflict Engineer and/or Planner, incorporated by reference within this Agreement as if same were set forth at length herein; and

WHEREAS, in accordance with the approvals, and with the Township of East Hanover Land Use and Zoning Ordinance, Developer is obligated to enter into a Developer's Agreement with the Township and submit a Performance Guarantee for its completion of certain improvements; and

WHEREAS, Developer has agreed to make certain improvements in accordance with the provisions hereof and to deliver a Performance Guarantee pursuant to N.J.S.A. 40:55D-53 and in accordance with the Township of East Hanover Land Use and Zoning Ordinance, Article VVI, Section 95-35 D(4), et seq., totaling \$420,000.00 of which ten percent (10% cash guarantee), \$42,000.00, shall be provided by way of cash, certified check, irrevocable letter of credit or assignment of a certificate of deposit or a savings account in the sole name of the Township, and the balance in the amount of \$378,000.00 (90% surety guarantee), by way of a Performance Bond, in the sole name of the Township to guarantee the proper installation of all public improvements; and

WHEREAS, the Township, in accordance with the Township of East Hanover Land Use and Zoning Ordinance, Article VI, Section 95-35 D (1) through (14), has directed that Developer, in addition to posting the above-mentioned Performance Guarantees, deposit in cash with the Township certain engineering inspection fees for construction inspection by the Board Conflict Engineer in the amount of \$36,000.00 representing 4% of the Schedule B - Total Improvements; and

WHEREAS, the Developer shall deposit with the Township \$5,000.00 to be held in escrow until all professional fees accruing in connection with this Agreement are paid in accordance with N.J.S.A. 40:55D-53, et seq. If professional bills exceed \$5,000.00, the Developer shall immediately deposit additional monies with the Township to cover said bills. When all professional fees have been paid from the escrow account the balance, if any, shall be returned to the Developer; and

WHEREAS, all monies deposited by Developer with the Township shall be held in escrow in an interest-bearing account.

NOW THEREFORE, in consideration of the foregoing and the sum of One Dollar (\$1.00) by the parties each to the other paid, it is mutually agreed as follows:

PARAGRAPH 1. Developer hereby expressly agrees to construct and install all improvements, including, but not by way of limitation, streets, paving, curbs, sidewalks, drainage facilities, water mains, sanitary sewer lines, storm sewers, monuments, street signs, shade trees, fire hydrants, street lighting, underground utilities and grading as may be shown on the aforementioned site and subdivision plans. Developer shall comply with all conditions as set forth in the memorialized approvals.

PARAGRAPH 2. The improvements to be made upon which Performance Guarantees are based on the correspondence issued by Joseph A. Pomante, PE, dated February 12, 2020, incorporated by reference within this Agreement as if same were set forth at length herein, attached hereto (hereinafter designated as "Schedule A - Public Improvements" and "Schedule B - Total Improvements").

All of the Schedule A – Public and B - Total Improvements are to be completed within twenty-four (24) months from the date hereof in accordance with the Ordinances, specifications, and requirements of the Township, and are more particularly outlined in Township of East Hanover Land Use and Zoning Ordinance, Article VI, Section 95-39 et. seq.

The work is to be performed in accordance with the design standards as outlined in Article VI, Chapter 95-39 of the Township of East Hanover Land Use and Zoning Ordinance.

The Developer is required to schedule a pre-construction meeting to be held at the Township of East Hanover Town Hall at least one (1) week prior to the commencement of construction. The Developer is required to notify the Board Conflict Engineers within seventy-two (72) hours prior to the commencement of any construction activities. At that time the Developer is required to provide copies of any and all permits and/or approvals of such agencies having jurisdiction thereof, including but not limited to the Morris County Planning Board, Morris County Soil Conservation District, NJDEP, and NJDOT, if applicable.

All Schedule A – Public and Schedule B – Total Improvements shall be installed and shall be subject to the approval and inspection by the Board Conflict Engineer who shall be notified in writing by Developer at least two (2) weeks prior to the start of construction of any of such improvements. No underground installation shall be covered until inspected and approved by the Township Engineer. The Board Conflict Engineer shall inspect any underground installation upon forty-eight (48) hour notice, excluding Saturdays, Sundays and Holidays. The Township Construction Official shall prohibit Developer from proceeding on any

further work and shall not issue any additional permits of any kind unless compliance with this requirement is strictly adhered to.

PARAGRAPH 3. In the event Developer does not complete the Schedule A Improvements in a satisfactory manner within twenty four (24) months, subject however, to any delays caused by force majeure, and to extension commensurate with any water or sewer ban, building moratorium, an extension of this Developer's Agreement by the Township Council upon reasonable request by Developer, or other governmental action, Developer shall be liable to the Township for any legal, engineering and installation costs which the Township incurs in order to have the Schedule A Improvements completed properly. In the event of a failure on the part of Developer to fully and properly complete the aforementioned work after notice of same and a reasonable opportunity to cure, the Township shall not be under any obligation to complete same; but if the Township shall determine to complete the work, it may bring an action on the Performance Guarantee; expend cash guarantee funds held in the name of the Township; bring an action for specific performance; or seek to effect completion on the basis of any other remedy available to the Township. If the Board Conflict Engineer certifies that in his opinion, the Developer's completion of certain improvements is immediately imminent and necessary, then Developer will be put on written notice that Developer will have two (2) weeks or an amount of time as determined by the Board Conflict Engineer to complete the stated improvements.

PARAGRAPH 4. Developer, if applicable, upon completion of all improvements which are being released shall deliver to the Township a two (2) year Maintenance Guarantee in the amount of fifteen percent (15%) of the cost of the improvements which are being released and issued by a surety company in accordance with the Township's Land Use and Zoning Ordinance and Statutes of the State of New Jersey. The Maintenance Guarantee shall be in a form and issued by a surety company reasonably satisfactory to the Township Attorney and Township Insurance Risk Management Consultant. The Maintenance ~~Bond~~ Guarantee shall cover the cost of the improvements which are being released constructed by Developer in connection with the aforementioned site plan approval as more particularly referred to in this Agreement. Developer shall pay all required premiums and produce proof of payment of same.

PARAGRAPH 5. Developer, if applicable and to the extent of Developer's ownership interest therein, further agrees to convey to the Township in a manner approved by the Township Attorney, by Deed of Bargain and Sale with Covenants Against Grantors Acts, described by reference to filed map, all public roads, easements, and rights-of way, or other interests in public land or improvements required hereunder

together with a proper Affidavit of Title and Title Insurance Policy subject only to the standard A.L.T.A. exceptions and those currently in Developer's Title Policy, said public roads, easements and rights-of-way, or other interests in public land or improvements, to become part of the Township road and utility systems, reserving unto Developer and his successors and assigns the right to drain into drainage easements and discharge sanitary waste in the appropriate system, all subject to and under the supervision and approval of the Board Conflict Engineer and in accordance with all pertinent ordinances and regulations of any governmental agency having jurisdiction over same.

PARAGRAPH 6. Developer shall hold the Township, its employees, agents, appointments, and consultants harmless and indemnify same from any claims arising out of the construction of the Schedule A – Public and Schedule B - Total Improvements by Developer as provided for in this Agreement, including any alleged damage to adjacent property, as well as the defense of any such claims, which Developer shall insure against.

PARAGRAPH 7. The Township further agrees to authorize the execution of maps and direct the Board Conflict Engineer to authorize construction only after Developer has submitted to the Township the following:

A. A Performance Guarantee or irrevocable letter of credit, subject to the prior approval by the Township Attorney and Township Insurance Risk Management Consultant, in the amount of one hundred twenty percent (120%) of the total cost of the public improvements in the following manner:

1. Ten percent (10%) of the total amount of the Performance Guarantee in the form of cash, a certified check, or irrevocable letter of credit or assignment of Certificate of Deposit or savings account in the amount of \$42,000.00 shall be deposited with the Township; and

2. A Performance Bond in the amount of \$378,000.00 (90% of the total performance guarantee) to guarantee performance of the terms of this Agreement.

B. Payment in cash for construction inspection by the Board Conflict Engineer in the amount of \$36,400.00 for engineering, project administration and inspection fee, as set forth in the Township of East Hanover Land Use and Zoning Ordinance, Article VI, Section 95-35 D (1) through (14).

C. Payment in cash of \$5,000.00 by the Developer to the Township to be held in escrow until all professional fees accruing in connection with this Agreement are paid in accordance with N.J.S.A. 40:55D-53, et seq. If professional bills exceed \$5,000.00, the Developer shall immediately deposit additional monies with the Township to cover said bills. When all professional fees have been paid from the escrow account the balance, if any, shall be returned to the Developer.

PARAGRAPH 8. The Township shall deposit all escrow monies in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the Federal Government, or in any other fund or depository approved for such deposits by the State of New Jersey, in an account bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits. The Township shall notify Developer in writing of the name and address of the institution or depository in which the deposit is made and the amount of the deposit. The Township shall not be required to refund any amount of interest paid on a deposit which does not exceed \$100.00 for the year. If the amount of interest exceeds \$100.00, that entire amount shall belong to Developer and shall be refunded to Developer by the Township at the time the deposit is repaid or applied to the purposes for which it was deposited, as the case may be; except that the Township may retain for administrative expenses a sum equivalent to no more than thirty three and one third percent (33 1/3%) of that entire amount of interest, which shall be in lieu of all other administrative and custodial expenses.

PARAGRAPH 9. The Developer shall comply with Sections 32 through 38 of P.L.2008, c.46, known and cited as the "Statewide Non-Residential Development Fee Act", found at N.J.S.A. 40:55D-8.1 through 40:55D-8.7. The Developer shall comply with the Non-Residential Development Fee Act, unless proof of exemption from the Act is submitted to the Township. The Township of East Hanover Tax Assessor is the entity responsible for calculating the non-residential fee.

PARAGRAPH 10. The Developer and the Developer's general contractor (hereinafter designated as "GC") retained by Developer to install any and all public improvements as described herein shall at their own expense maintain commercial general liability insurance with minimum limits of \$1,000,000.00 per occurrence for each accident involving bodily injury and personal injury; property damage including loss of use within the site and/or on adjoining or adjacent land with minimum limits of \$1,000,000.00 per occurrence; \$1,000,000.00 for products/completed operations aggregate; and \$5,000,000.00 annual general aggregate coverage. The insurance shall include coverage for all of the following: (i) General aggregate limit applying on a per project basis; (ii) Liability arising from premises and operations; (iii) Liability arising from the actions of independent contractors; (iv) Liability arising from products and completed operations with such coverage to be maintained for two years from completion of the work; (v) Contractual liability, including protection of Developer and GC from bodily injury and property damage claims arising out of the liability assumed under this Agreement; and (vi) Liability arising from the explosion, collapse, or underground (XCU) hazards.

The Developer and GC shall also maintain business automobile and/or fleet liability insurance on all of its automobiles with a minimum limit of \$1,000,000.00 per accident and occurrence, \$1,000,000.00 for property damage per accident and occurrence, and \$5,000,000.00 annual aggregate, and shall include coverage for all of the following: (i) Bodily injury and property damage for liability arising out of the ownership, maintenance or use of any auto; (ii) Automobile contractual liability; and (iii) MCS-90 endorsement if hazardous materials or waste are to be transported.

The Developer and GC shall also maintain Workers' Compensation Insurance in amounts in accordance with any State and Federal Law.

The Developer and GC shall also maintain property insurance, including builders risk and/or installation floater insurance at a limit sufficient to cover full replacement value. This insurance shall be maintained until fully acceptance of the work by the Developer. This insurance shall include the interest of the Developer, GC, subcontractors and sub-subcontractors in the work. All property insurance shall be on an "all-risk" or equivalent policy form and shall cover debris removal including demolition occasioned by a covered loss. This insurance shall cover all of the following types of property: (i) All structures to be constructed, under construction, and/or already constructed which are part of the Developer's project; (ii) All materials, equipment, machinery, and supplies which are to be incorporated into the work; (iii) Temporary structures of any nature whatsoever; and (iv) Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.

The Developer and GC shall also maintain Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of: (i) \$5,000,000.00 per occurrence; (ii) \$5,000,000.00 aggregate for other than products/completed operations and auto liability; and (iii) \$5,000,000.00 products/completed operations aggregate. Included on all of the above Umbrella excess liability or excess liability insurance coverages shall be: (i) Commercial general liability; (ii) Business auto liability; and (iii) Employers liability.

All policies of insurance shall provide for coverage naming the Township, and its elected and appointed officials, employees and agents, officers, engineers and professionals (collectively referred to as the "Township") as additional insureds and which will insure the Township against claims which may arise out of or result from the Developer and/or GC's work and/or operations and for which the Developer and/or GC may be legally liable, whether such work and/or operations be by the Developer, GC or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable. The coverage described herein shall be in force throughout the entire length of the project and for two years after final certificates of occupancy have been secured and all permits have been closed. All of the above insurance provided shall be primary and provide coverage per-occurrence to the Township, and any other insurance, self-insurance, coverage, or indemnity available to the Township shall be

excess of and non-contributory with insurance provided to the Township, if any, and their respective officers, elected and appointed officials, engineers, agents and employees specified herein.

No work shall be commenced until the Developer and its GC obtain the above-listed required insurance. Certificates of insurance disclosing this coverage and naming the Township, and its elected and appointed officials, employees and agents, officers, engineers and professionals as additional insureds shall be delivered to the Township and be acceptable by the Township Attorney and the Township Insurance Risk Management Consultant in form and content as well as to the insurer, before any construction work is commenced. Nor shall the GC allow any subcontractor to commence work on any subcontract until all insurance required herein has been so obtained and approved by the General Contractor.

Approval of all insurance required herein of the Developer and General Contractor will be granted only after submission to the Township Attorney of original certificates of insurance signed by authorized representatives of the insurers naming the other parties as additional insured shall be sufficient, or at the Township's request, certified copies of the required insurance policies.

All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Township Attorney and the Township Insurance Risk Management Consultant. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company, unless the Township grants specific approval for an exception.

Any deductible or retention amounts elected by the Developer and/or GC or imposed by the Developer and/or GC's insurer shall be the sole responsibility of the Developer and/or GC.

PARAGRAPH 11. The Township shall instruct the Construction Official not to issue a permanent Certificate of Occupancy for any building on the final site plan until all Schedule A Improvements are installed, inspected and approved; provided, however, that shade trees, final road topping and survey monuments need not be completed prior to a Certificate of Occupancy.

A. Developer shall make application for building permits pursuant to Township Ordinances and in conformity with the requirements of the Uniform Construction Code and the site plan approval, if applicable.

B. Upon Developer's application for a Certificate of Occupancy, the building shall be completed in accordance with local building codes and all lot improvements required shall be completed, and Developer shall submit a final "as built" lot grading plan which complies with the approved final location survey, subject only to paragraph C of this section. The "as-built" plan must include the location of all underground utilities with three (3) ties to permanent features for each underground bend, valve, tee, service, connection,

and the like; and must contain sufficient grading information such as spot elevations and contours to clearly identify surface topography as well as drainage patterns.

C. Upon completion of the building in accordance with local building codes and in the event that the lot improvements and grading have not been completed, due to weather conditions beyond the control of Developer, the Construction Official may, but is not obligated to, authorize the issuance of a Temporary Certificate of Occupancy by a procedure as follows:

i. The Board Conflict Engineer shall determine an approximate amount to complete the aforementioned improvements and lot grading plan and may authorize reduction of the Performance Guarantee amount to one hundred twenty percent (120%) of the value of the public improvements to be completed and the cash and surety bond amounts may be reduced accordingly.

ii. The Board Conflict Engineer shall stipulate a date for satisfactory completion of the remaining improvements and lot grading, but not later than Six (6) months from the date of issuance of the Temporary Certificate of Occupancy.

iii. Developer shall provide notice to the recipient of the Temporary Certificate of Occupancy, who shall give written acknowledgement of the following: 1) Receipt of this notice that the lot improvements and grading will be completed by the specified date; 2) Developer has posted a Performance Guarantee for completion of the lot improvements and grading to the Township; and 3) The lot grades shall not be altered by the recipient of the Temporary Certificate of Occupancy, pending final completion and acceptance by the Board Conflict Engineer of the lot improvements and grading plan of Developer.

iv. In the event the lot improvements and grading are not completed within the specified time, and in the event that the Board Conflict Engineer shall not extend the time for completion for up to ninety (90) days more, with notice to the appropriate parties, Developer consents to the forfeiture of the performance guarantee posted within the Township for the satisfactory completion of the lot improvements and grading.

PARAGRAPH 12. No Certificate of Occupancy shall be issued for any building until all of the following have been provided or performed:

a. Potable water service has been provided in accordance with the approved plans and permits have been approved by the Department of Planning, the Board Conflict Engineer and the Township Superintendent of Water Works, as applicable.

b. Sanitary sewers are in place, and the required permit has been obtained from the New Jersey Department of Environmental Protection (NJDEP) for the operation of sanitary sewers.

PARAGRAPH 13. The Township Engineer shall determine in its reasonable judgment when the final "as built" for the Schedule A Improvements shall be satisfactorily completed and furnished by Developer to the Board Conflict Engineer.

PARAGRAPH 14. All work shall be subject to the inspection of the Township Engineer or Office of the Township Construction Official, as appropriate. The Developer shall provide safe access at all times for inspection by Township personnel.

PARAGRAPH 15. The Developer's Performance Guarantee shall be released when all of the terms of this Agreement are fully complied with by the Developer pursuant to the requirements of the Code of the Township and upon notice from the Township to the Developer.

PARAGRAPH 16. Developer shall comply with all appropriate Federal and State Statutes, rules and regulations and County and Township ordinances, in regard to Developer's performance under this Agreement. Developer's application and all final acts and approvals issued by the Township and County with respect to this final site plan approval, including all the terms and conditions of approval are hereby incorporated herein by reference as if set forth herein at length.

PARAGRAPH 17. Developer may seek reduction of Performance Guarantees in accordance with N.J.S.A. 40:55D-53, et seq., but such request by Developer shall be made not more frequently than at six (6) month intervals. It is specifically understood and agreed by the Developer that a reduction in the amount of total bonds due hereunder will not constitute an acceptance or approval of any improvements or parts thereof. Upon Developer's completion of all items of the Schedule A - Public Improvements, which are inspected and approved by the Township, formal acceptance of said improvements will be acted upon by the Township.

PARAGRAPH 18. Regarding the improvements to be made by Developer to the Property, the Developer shall meet the following conditions with regard to the construction of the improvements:

A. The construction of all buildings and all facilities in connection therewith shall be in accordance with the minimum requirements of Township's Land Use Ordinance, unless such requirements were waived or a variance therefrom was granted by the Board, in effect at the time of the approval and all applicable laws, codes and ordinances.

B. No dumping in the form of a sanitary land fill shall be allowed on the property. Temporary dumping upon the surface of the land during confined periods of construction at specific locations for

inorganic and inert construction debris shall be allowed with prior approval of the Board Conflict Engineer which approval may be withdrawn for health reasons. Prior to withdrawing said approval, the Board Conflict Engineer shall notify Developer of the problems and Developer shall have a reasonable time to cure said problems.

C. Should any land be stripped and/or cleared in preparation for building construction and such building construction is not commenced within a reasonable time and said clearing should cause any drainage or dust problem, Developer shall cause, at its own expense, the exposed land to be drained, regraded, stabilized, planted, or take such other similar action as may be reasonably necessary to abate the problem.

PARAGRAPH 19. The Schedule A - Public and Schedule B - Total Improvements shall be made in accordance with the approved plans and the following conditions shall be met to the extent applicable:

A. Water System improvements shall be in accordance with Township specifications.

B. Sanitary sewer improvements shall be in accordance with Township specifications.

C. Developer shall prepare and obtain all necessary sanitary sewer construction permits from the NJDEP.

D. Developer shall, prior to authorization to install sanitary sewer line, file an application with the Board Conflict Engineer. This application shall contain all required final technical drawings.

E. Developer shall retain a licensed professional engineer to provide certification required by the New Jersey Department of Environmental Protection. The Engineer shall certify the as-built construction of the sanitary sewers as being in conformance with the approved plans and specifications. No occupancy permit shall be issued until the operating permit has been issued by the NJDEP and approved by the Board Conflict Engineer and Township Superintendence of Public Works.

F. Developer shall provide all necessary engineering services for the applications and related certifications required by the NJDEP for construction and operation of the sanitary sewer, and as may be reasonably required by the Township. Technical specifications shall be submitted by Developer's engineer and shall be in conformance with the accepted practice for installation of sanitary sewer pipe. Technical specifications shall be as required by the NJDEP, and as may be required by the Board Conflict Engineer. Where sanitary sewer pipe passes under pipe of larger diameter, it shall be encased in concrete when vertical elevation between the two (2) utilities is less than three (3) feet. Only precast manholes shall be used and precast storm inlets where possible. Manhole castings shall be set at the stabilized base elevations upon completion of the stabilized base and shall be elevated to the finished pavement level by approved adjusting rings or by a method approved by the Board Conflict Engineer. All sanitary sewers shall be tested for leaks with low air pressure or by a method approved by the Board Conflict Engineer prior to acceptance by the

Township. Sanitary sewers shall also be tested for deflection by manually pulling a "go-no go" mandrel through the pipe. The mandrel shall be specifically designed for this purpose. Total vertical wall deflection of the sewer pipe shall not exceed seven and one half percent (7 ½ %) of the inside pipe diameter.

PARAGRAPH 20. With regard to the general overall construction, Developer shall comply with the following:

Particular attention shall be given by Developer to the maintenance of a clean road in areas not undergoing construction, the elimination of dust, removal of dirt and mud, the reduction of noise, the safety of persons and the preservation of property. Developer shall take all reasonable precautions to ensure that sedimentation and siltation does not occur. In the event that such sedimentation and siltation should occur, Developer shall be responsible to restore affected areas to their original conditions, depth and cross section.

PARAGRAPH 21. Developer shall give notice to all property owners within two hundred (200) feet of the portion of the property which forms the subject matter of this Agreement and public notice shall be given by publication in the official newspaper of the municipality no less than seven (7) days and no more than fourteen (14) days prior to the date set for any hearing on any request by Developer for release or reduction in the amount of the Performance Guarantee posted by Developer. Any notice furnished hereunder shall set forth the specific purpose of Developer's request, the amount and the type of guarantee to be release or reduced, and/or any other information which is appropriate in order to give fair and adequate notice to the property owners. Proof of said notice shall be furnished to the Township Clerk prior to or at the time of the hearing on the release or reduction of guarantee posted for this site plan.

PARAGRAPH 22. Developer herein represents that neither Developer nor any person owing five percent (5%) or more of the stock or equity interest in Developer's business has been convicted of an offense under N.J.S.A. 2C:27-2 or N.J.S.A. 2C:29-4.

PARAGRAPH 23. The Developer is required to schedule a pre-construction meeting to be held at the Township of East Hanover Town Hall at least one (1) week prior to the commencement of construction. At that time the Developer is required to provide copies of any and all permits and/or approvals of such agencies having jurisdiction thereof, including but not limited to the Morris County Planning Board, Morris County Soil Conservation District, NJDEP, and NJDOT, if applicable.

Developer shall obtain any and all necessary Federal, State, County and Municipal permits and post

required bonds or performance guarantees applicable and necessary to the development and shall submit same to the Township Engineer, prior to the execution of this Agreement by the Township.

PARAGRAPH 24. Any time extensions requested under the terms of this Agreement must be obtained from the Township Council, and prior to any extensions, all bonds and insurance certificates must be updated and approved by the Township Attorney and the Township Insurance Risk Manager. In addition, all taxes and fees must be current with the Township.

PARAGRAPH 25. Developer agrees that if it does not comply with all the terms and conditions of this Agreement, all work shall cease upon notice to Developer by the Board Conflict Engineer or other appropriate Township Officer.

PARAGRAPH 26. If any guarantee posted by Developer pursuant to the terms of this Agreement expires prior to the compliance by the Developer with all the terms of this Agreement and the requirements of the Township's Ordinances, Developer shall automatically be in default under the terms of this Agreement and all work shall cease upon notice to Developer by the Board Conflict Engineer. It is the obligation of the Developer to provide instruments or binding written documents which obligate Developer, the issuing bank, depository, or surety or similar parties to notify the Township at least ninety (90) days prior to the expiration of any guarantee or similar security furnished to the Township pursuant to the terms of the Agreement. Final discretion as to the form and content of any surety bond or similar instrument or document to be furnished to the Township pursuant to the terms of this Agreement shall be vested in the Township.

PARAGRAPH 27. If applicable, Developer further agrees to produce copies of letters written to the appropriate utility companies, requesting the arrangement be made for the installation of utilities, which letters shall be counter-signed by the appropriate authorized representative of the receiving party of other proof of service.

PARAGRAPH 28. Developer hereby recognizes and acknowledges that this Agreement incorporates by reference all conditions placed upon the project by the East Hanover Land Use Planning Board as reflected in Resolution 23-2019, adopted on October 29, 2019, which Resolution, including all conditions set forth therein, including the correspondence issued by the Board Conflict Engineer, Joseph A. Pomante, PE, dated July 23, 2019, August 23, 2019 and any other correspondence issued by the Board Conflict Engineer detailing the conditions of approval; correspondence issued by the Board Conflict Planner, Michael D.

Kauker, P.P., dated July 24, 2019 and any other correspondence issued by the Board Conflict Planner detailing the conditions of approval; and correspondence issued by the East Hanover Fire Chief Carmine Davino dated August 22, 2019; and correspondence issued by the East Hanover Police Chief dated August 21, 2019 and any other applicable Resolutions.

PARAGRAPH 29. Developer has entered into this Agreement based upon the advice of independent counsel and Developer waives any claim now, or in the future, that it has entered into this Agreement under duress or that this Agreement violates any constitutional or statutory rights that Developer may have.

PARAGRAPH 30. The execution of this Developer's Agreement shall permit the Developer to proceed with any and all site work required and provided for under the terms of this Agreement, and subject to obtaining all other permits as required by the Township Engineering Department. If and to the extent any easement is required for Developer to commence and/or complete the Schedule A Improvements, the Township will consent to, and will cooperate with and assist Developer in securing for the benefit of Developer any and all such easements for the construction and installation of the Schedule A Improvements in or on public lands or property owned by third-party persons. The twenty-four (24) month performance period set forth in paragraph 3 shall be extended for any period of delay involved in the securing of any such easement(s). Notwithstanding anything to the contrary contained herein, if Developer is unable to secure any necessary easement required to commence and/or complete any of the Schedule A Improvements, Developer will not be required to commence and/or complete such Schedule A Improvements unless and until the necessary easement is secured.

PARAGRAPH 31. Neither this Agreement nor any provision hereof shall be amended, waived or modified, or deemed amended, waived or modified except by an Agreement, in writing, identifying each particular provision amended, waived or modified, or deemed amended, or modified, and duly subscribed and acknowledged by both parties with the same formality as this Agreement except as expressly provided herein. No oral representation shall constitute an amendment, waiver or modification even if substantially and detrimentally relied upon. Any waiver by either party or any provision of this Agreement or any right or option hereunder shall not prevent or stop such party from thereafter enforcing such provision, right or option and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term of provision, but the same shall continue in full force and effect.

PARAGRAPH 32. Notices required by this Agreement to be sent to the Township by Developer shall be sufficient if sent by Developer or its representative by certified or registered mail (return receipt requested) to the Township Attorney at the Municipal Building, 411 Ridgedale Avenue, East Hanover, New Jersey 07936 or such other address which the Township, by similar notice shall have advised Developer for the sending of such notices.

PARAGRAPH 33. Notices required by this Agreement to be sent to Developer shall be sufficient if sent by the Township or its representative, by certified or registered mail (return receipt requested) to Developer at the address first above written on page one, and to Developer's counsel: Jennifer M. Knarich, Esq., Price, Meese, Shulman & D'Arminio P.C., 50 Tice Boulevard, Woodcliff Lake, New Jersey 07677.

PARAGRAPH 34. The parties agree that each will notify the other of any change of address and/or telephone number within at least five (5) days of such event.

PARAGRAPH 35. A written acknowledgment of the receipt of a Notice, however, if signed by an authorized representative of the party to whom the Notice is addressed, shall be sufficient and need not be sent by certified or registered mail.

PARAGRAPH 36. In case any provision of this Agreement should be held by a court of competent jurisdiction to be contrary to or invalid under the laws of the State of New Jersey or other applicable jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect, unless a court of competent jurisdiction holds that (a) such provisions are not severable from all other provisions of this Agreement or that (b) the invalidity of the affected provisions materially alters the substance of this Agreement.

PARAGRAPH 37. This Agreement and all documents executed simultaneously herewith contain the entire Agreement of the parties.

PARAGRAPH 38. This Agreement and all of the rights and obligations of the parties hereunder shall be construed according to the laws of the State of New Jersey. Any litigation arising out of this Agreement shall be brought in the Superior Court of New Jersey, Law Division, Morris County vicinage, and the parties agree to submit to the jurisdiction of said Court.

PARAGRAPH 39. Except as otherwise provided herein, the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligations set forth herein.

PARAGRAPH 40. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors and assigns and shall be recorded in the Office of the Morris County Clerk by the Developer within thirty (30) days of execution of this Agreement.

PARAGRAPH 41. The Developer represents that it is adequately capitalized for the obligations it is incurring relative to the construction and completion of this development project, and its continuing obligations hereunder. Further, the Developer represents that the Corporate Entity guarantees the full, prompt and unconditional payment of any and all amounts due to the Township pursuant to this Developer's Agreement and the Escrow Agreement, and to perform all of its obligations hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE

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

19 RIDGEDALE AVENUE EAST HANOVER, LLC

By: _____

28 RT. 10 EAST HANOVER, LLC

By: _____

14 RT. 10 EAST HANOVER, LLC

By: _____

**STATE OF NEW JERSEY
COUNTY OF MORRIS**

I certify that on MARCH 11, 2020, EDWARD KLOSS personally came before me and acknowledged under oath, to my satisfaction, that this person:

- A. Is named in and personally signed this document; and/or
- B. Signed, sealed and delivered this Document as this person's voluntary act and deed on behalf of 19 Ridgedale Avenue East Hanover, LLC; 28 Rt. 10 East Hanover, LLC; and 14 Rt. 10 East Hanover, LLC

Mary Ann Rainey

Notary Public of New Jersey

MARY ANN RAINEY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 31, 2022

ATTEST:

TOWNSHIP OF EAST HANOVER

PAULA A. MASSARO, Township Clerk

By: _____
JOSEPH PANNULLO, Mayor

**STATE OF NEW JERSEY
COUNTY OF MORRIS**

I certify that on _____, 2020, Mayor Joseph Pannullo personally came before me and acknowledged under oath, to my satisfaction, that he:

- C. Is named in and personally signed this document; and/or
- D. Signed, sealed and delivered this Document as his voluntary act and deed on behalf of the Township of East Hanover.

Notary Public of New Jersey

**STATE OF NEW JERSEY
COUNTY OF MORRIS**

BE IT REMEMBERED, that on this _____ day of _____ 2020, before me, the subscribed, a notary public of the State of New Jersey, personally appeared Paula A. Massaro, Township Clerk, who being by me duly sworn, on her oath, deposes and makes proof to my satisfaction, that she is the Township Clerk of the Township of East Hanover; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Township Council of the Township of East Hanover; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by the Mayor of East Hanover as and for the voluntary act and deed of said Township, in the presence of said deponent, who thereupon subscribed her name thereto as attesting witness.

Notary Public of New Jersey

RESOLUTION NO. 85-2020

**RESOLUTION APPROVING THE 2020 BUDGET OF THE EAST HANOVER
COMMUNITY PARTNERSHIP, AUTHORIZING PUBLICATION THEROF
AND ESTABLISHING DATE FOR A PUBLIC HEARING**

WHEREAS, the East Hanover Community Partnership (Special Improvement District) has submitted its 2020 Budget to the Township Council for approval pursuant to the provisions of N.J.S.A. 40:56-84.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover in the County of Morris, New Jersey, as follows:

1. The following statements of revenues and expenses shall constitute the budget of the East Hanover Community Partnership for the year 2020.
2. The 2020 budget hearing is scheduled for the Township Council meeting agenda on June 1, 2020.
3. The said budget shall be published in the Hanover Eagle in the issue of May 14, 2020.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

**Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo**

YES	NO	ABSTAIN	ABSENT

**East Hanover Community Partnership
2020 Budget**

2019 Assessments

Tier I (S01) assessment (.05) - \$205,724.15
Tier II (S02) assessment (.04) - \$ 45,838.59
Tier III assessment (.03) - \$ 23,394.33

Reserve Funds - Year Ending 12/31/19 - 1,131,509

Revenue Accounts

	<u>Revenue</u>	<u>Expenses</u>
2019 Assessments	274,957	
Interest Income	15,000	
Miscellaneous Revenue		
Surplus Appropriated	400,000	
Total Revenue	689,957	

Expense Accounts

Administrative Services

Administrative Assistant- Part Time		15,000
Office Expenses		5,000

Professional Services

Legal Expense		25,000
Audit Expense		10,000
Financial Planning		5,000

Operating Expenses

Utilities		12,000
Maintenance Contracts		20,000
Visual Improvements		15,000
Office Miscellaneous		2,000

Capital Expenses

Engineering Services		100,000
Vendor Expense		150,000

Marketing Expenses

Website Maintenance	10,000
Mailings and Correspondence	6,000
Promotional	50,000

Reserve Accounts

Minimum Reserve in Bank	250,000
Future Projects	

<i>Contingency</i>	20,000
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TOTAL EXPENSES **695,000**

Total Revenue & Expenses **689,957** **695,000**

Projected 2019 Year-End Reserve **731,509**

RESOLUTION NO. 86-2020

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Township of East Hanover hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance, and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE
WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment
Decisions Under Title VII of the Civil Rights Act of 1964"**

GROUP AFFIDAVIT FORM

STATE OF NEW JERSEY
COUNTY OF MORRIS

We, members of the governing body of the Township of East Hanover, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of East Hanover in the County of Morris;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

Mayor Joseph Pannullo

Council President Michael Martorelli

Councilwoman Carolyn Jandoli

Councilman Frank DeMaio, Jr.

Councilman Brian Brokaw, Sr.

Sworn to and subscribed before me this
4th day of May, 2020

Notary Public of New Jersey

Paula A. Massaro, Municipal Clerk

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

RESOLUTION NO. 87-2020

RESOLUTION OF THE MAYOR AND TOWNSHIP COUNCIL OF THE TOWNSHIP OF EAST HANOVER AUTHORIZING THE GRANT APPLICATION TO THE MORRIS COUNTY HISTORIC PRESERVATION TRUST FUND FOR A PRESERVATION PLAN FOR THE ELLIS COOK HOUSE

WHEREAS, the Township of East Hanover is interested in completing a new Historic Preservation Plan to update condition assessments and recommendations for the building, as well as identify priorities and phasing for future work; and

WHEREAS, the Mayor and Township Council fully support this effort and authorize application to the Morris County Historic Preservation Trust Fund, as follows:

Grant	Description	Total Project Cost	Funding Request	Match
Preservation Plan for the Ellis Cook House	Historic Preservation Plan	\$27,950	\$22,360	\$5,590

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of East Hanover authorize said application to the Morris County Historic Preservation Trust Fund.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

RESOLUTION NO. 88-2020

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING AND AUTHORIZING EXECUTION OF THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR 8 BAYBURY COURT, BLOCK 40.08, LOT 6

WHEREAS, at the May 4, 2020 Council meeting, the Township of East Hanover Mayor and Council granted permission to Sebastian Varga to submit the appropriate zoning application to construct a six (6) foot tall white vinyl fence within the area designated and consisting of a utility and/or drainage easement area within the Township of East Hanover, New Jersey as shown on the Survey dated August 27, 2019, a copy of which is attached hereto and incorporated herein as if fully set forth, which runs on the property located on 8 Baybury Court, Block 40.08, Lot 6. The fence shall not be installed on a wall or berm; and

WHEREAS, the Township Attorney reviewed the Indemnification and Hold Harmless Agreement, a copy of which is attached hereto and incorporated herein at length as if fully set forth, and recommends that same be executed as a condition of any permits being issued.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of East Hanover, New Jersey, that the Indemnification and Hold Harmless Agreement is approved and the Mayor is authorized to execute same.

BE IT FURTHER RESOLVED, by the Mayor and Council of the Township of East Hanover, New Jersey, that Sebastian Varga shall file the executed Indemnification and Hold Harmless Agreement with the Morris County Clerk at their own expense within seven (7) days of receipt of this signed agreement; and provide a copy of the recorded Agreement to the Township Clerk within thirty (30) days of receipt of the recorded document. The property owners agree to provide a Certificate of Insurance naming the Township an additional insured within seven (7) days of receipt of this signed agreement.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Dated: _____

Sebastian Vargas (hereinafter "Property Owner")
8 Baybury Court
Block 40.08, Lot 6
East Hanover, New Jersey 07936

WHEREAS, the Property Owner has requested permission from the Township of East Hanover (the "Township") to construct a six (6) foot tall white vinyl fence (hereinafter referred to as "the Improvements") within an area designated and consisting of a utility and/or drainage easement area within the Township of East Hanover, Morris County, New Jersey as shown on the attached survey, which survey is incorporated herein (the "Easement Area"); and

WHEREAS, the Township has agreed to grant permission to construct the Improvements within the Easement Area subject to the terms and conditions contained herein together with the terms and conditions of any other approvals, resolutions and/or permits associated with the Improvements.

NOW, THEREFORE, the parties agree as follows:

1. **Construction of Improvements.** In addition to the terms and conditions of any other approvals, resolutions and/or permits associated with the Improvements, the undersigned agrees to construct the Improvements subject to the following terms and conditions:

- 1.1 The location of the improvements will not interfere with the use, operation or maintenance of any Township utility or drain.
- 1.2 If an underground utility is located within the easement, the proposed structure shall not include any construction below grade. Notwithstanding the foregoing, the Property Owner is permitted to install the necessary fences posts so long as such installation does not interfere with or damage the utility or drain. Property Owner will be responsible for any such damage in accordance with the terms of this Agreement.
- 1.3 The applicant shall obtain the approval of all private utilities with facilities within the easement.
- 1.4 The location, design and construction of the structure otherwise complies with the Township Design and Construction standards and all other applicable ordinances, regulations, and laws.

2. **Indemnification and Hold Harmless.**

- 2.1 In consideration of being permitted to construct the Improvements, the Property Owner hereby agrees to indemnify, protect, defend and hold harmless the Township, its Mayor and Council, officers, employees, contractors, attorneys and agents, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and judgments and orders, remedial actions of any kind, and special charges by third-parties, for loss, injury, damage to person or property in any form, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the Property Owner's construction of the Improvements within the Easement Area (the "Claims").
- 2.2 Nothing contained in this Indemnification and Hold Harmless Agreement shall be deemed a waiver by the Township, its Mayor and Council, officers, employees, contractors, attorneys and agents, of any governmental immunity that applies to the Township, its Mayor and Council, officers, employees, contractors, attorneys and agents.
- 2.3 In the event that the Township requires the Property Owner to remove the Improvements from the Easement Area, the Property Owner expressly acknowledges that immediate access to the Easement Area is allowed and the Property Owner will bear the sole cost and expense to remove same within fourteen (14) calendar days of the request; and nothing contained in this Indemnification and Hold Harmless Agreement shall absolve the Property Owner or their successors and/or assigns of the responsibility of addressing this issue. The Property Owner acknowledges that the Improvements may need to be removed in the event maintenance and/or construction is required in or about the Easement Area and the Township is not liable for or required to reconstruct any improvements impacted by the construction.
- 2.4 Each party to this Indemnification and Hold Harmless Agreement hereby agrees that it shall give immediate notice, in writing, to the other party of any and all Claims in any form arising, directly or indirectly, in whole or in part, out of the Improvements, which encroaches on the Easement Area.

3. **Insurance/Additional Insured.** The Property Owner agrees to provide a Certificate of Insurance naming the Township as an additional insured prior to the commencement of the Improvements but in no event more than seven (7) days from the receipt of this signed agreement which insurance shall remain in effect during the construction of the Improvements. Thereafter, the Property Owner agrees to maintain the appropriate homeowner's insurance which insurance shall provide coverage for the Improvements and any Claims.

4. **Recording/Filing.** This Indemnification and Hold Harmless Agreement shall be filed in the Morris County Clerk's Office by the Township Attorney within seven (7) days of receipt of this signed agreement.

5. **Binding Effect.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns.

6. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of New Jersey (without reference to the choice of law provisions of New Jersey law) applicable to contracts executed and to be wholly performed within such State. The Superior Court of New Jersey, Morris Vicinage will have exclusive jurisdiction for purposes of adjudicating any disputes under this agreement. The parties hereby consent to personal jurisdiction and venue of the Superior Court of New Jersey, Morris Vicinage and hereby waive any claim or defense that the party lacks minimum contacts with the forum that such Court lacks personal jurisdiction over the parties, or that such Court is an improper or inconvenient venue.

7. **Attorneys Fees.** In the event the Township is required to institute any action as a result of a violation of this Agreement, the Property Owner shall be responsible to pay any and all expenses incurred by the Township, including but not limited to reasonable attorney's fees and costs.

8. **Severability.** If any one or more of the provisions contained in this Agreement or any document executed in connection herewith or incorporated herein shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, that in such case the Parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

9. **Modification.** This Agreement may only be amended or modified by written agreement signed by all parties hereto.

10. **Voluntary Agreement.** **THE PROPERTY OWNER HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.**

IN WITNESS WHEREOF, the parties, by their duly authorized representatives and intending to be legally bound, hereby execute this Agreement which shall be deemed effective as of the date first written above.

SEBASTIAN VARGAS, PROPERTY OWNER

JOSEPH PANNULO, MAYOR

PAULA A. MASSARO, CLERK

RESOLUTION NO. 89-2020

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EAST HANOVER APPROVING RENEWAL OF PARTICIPATION IN THE MORRIS COUNTY COMMUNITY DEVELOPMENT AND HOME PROGRAM FOR FISCAL YEARS 2021~2023

WHEREAS, the County is eligible to receive Federal funds available through the Department of Housing and Urban Development; and

WHEREAS, in order to receive certain Federal funds, which are potentially available to the County of Morris under the Community Development Block Grant Program, HOME Investment Partnerships Program authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act, Federal Register, Vol. 56, No. 143, dated July 2, 1991; and

WHEREAS, the Emergency Shelter Grant Program (“ESG”) provided through Subtitle B of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent livings.

NOW, THEREFORE, BE IT RESOLVED, that the agreement entitled, “AGREEMENT BETWEEN THE COUNTY OF MORRIS AND CERTAIN MUNICIPALITIES LOCATED THEREIN ESTABLISHING A COOPERATIVE MEANS OF CONDUCTING CERTAIN COMMUNITY DEVELOPMENT AND HOME ACTIVITIES PROGRAM” has been renewed by the Mayor and Township Council of the Township of East Hanover for fiscal years 2021, 2022 and 2023.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

RESOLUTION NO. 90-2020

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY DESIGNATING 30 FARINELLA ASSOCIATES 1.0, LLC AS DESIGNATED REDEVELOPER OF 30 FARINELLA DRIVE LOCATED IN THE VARITYPER REDEVELOPMENT AREA

WHEREAS, the Township is authorized, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, on May 10, 2004, the Township Council (the "Township Council"), designated certain property generally covering approximately 37 acres in the southern portion of East Hanover and is generally bounded by Farinella Drive to the west, Route 10 to the north, Hanover Park High School to the east, and Timber Hill Drive to the south; including the property that was the site of the former Varityper plant as an area in need of redevelopment, pursuant to the Redevelopment Law (the "Redevelopment Area"), which includes the property identified on the official tax maps of the Township as Block 99, Lot 4.02 known as 30 Farinella Drive (the "Property"); and

WHEREAS, on October 10, 2006, the Township Council adopted the "Varityper Redevelopment Plan" dated May 2, 2006 and prepared by Schoor DePalma, Inc. (the "Original Redevelopment Plan") as subsequently amended by the "Varityper Redevelopment Plan" dated April 4, 2018 and prepared by Maser Consulting. P.A., adopted by the Township Council on June 4, 2018 by Ordinance No. 7-2018, which supersedes and replaces the Original Redevelopment Plan for the Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, 30 Farinella Associates 1.0, LLC having its offices at 167 Flanders-Netcong Road, Flanders, New Jersey 07836 (the "Redeveloper") is the owner of the Property and seeks to be designated as the "Redeveloper" (as defined in the Redevelopment Law and the Redevelopment Plan) of same, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, Redeveloper proposes to redevelop the Property to contain an approximately 75,500 square foot warehouse with 42 employee parking spaces and 15 loading docks and related amenities as generally depicted in the Redevelopment Agreement (the "Project"); and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project in accordance with the Redevelopment Law and the Redevelopment Plan and requested designation by the Township as the Redeveloper for the Project; and

WHEREAS, the Township has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

WHEREAS, the Township and the Redeveloper negotiated a Redevelopment Agreement, a copy of which is attached hereto as Exhibit A, with respect to the Project to ensure the success of the Project, and the Township desires to approve the same in accordance with the Redevelopment Law and the Redevelopment Plan; and

WHEREAS, the Mayor and Township Council have determined that the execution of the Redevelopment Agreement is in the best interests of the Township; will contribute to the redevelopment, rehabilitation, and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the objectives of the Redevelopment Plan and the Redevelopment Law, and desire to approve the Redevelopment Agreement and authorize the execution of the same and related actions thereto.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of East Hanover that 30 Farinella Associates 1.0, LLC be designated Redeveloper of 30 Farinella Drive located in the Varityper Redevelopment Area in accordance with the Township's Redevelopment Plan, Redevelopment Law and all other applicable laws.

BE IT FURTHER RESOLVED, that a Redevelopment Agreement shall be prepared and reviewed by the Township Attorney and the Redeveloper's Attorney.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

EXHIBIT A

**Redeveloper's Agreement between the Township of East Hanover
and 30 Farinella Drive**

RESOLUTION NO. 91-2020

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY AUTHORIZING EXECUTION OF A REDEVELOPER'S AGREEMENT WITH 30 FARINELLA ASSOCIATES 1.0, LLC FOR PROPERTY KNOWN AS 30 FARINELLA DRIVE LOCATED IN THE VARITYPER REDEVELOPMENT ZONE

WHEREAS, the Township is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, on May 10, 2004, the Township governing body (the "Governing Body") designated certain property generally covering approximately 37 acres in the southern portion of East Hanover and is generally bounded by Farinella Drive to the west, Route 10 to the north, Hanover Park High School to the east and Timber Hill Drive to the south including the property, which was the site of the former Varityper plant as an area in need of redevelopment, pursuant to the Redevelopment Law (the "Redevelopment Area"), which includes the property identified on the official tax maps of the Township as Block 99, Lot 4.02 known as 30 Farinella Drive (the "Property"); and

WHEREAS, on October 10, 2006, the Governing Body adopted the "Varityper Redevelopment Plan" dated May 2, 2006 and prepared by Schoor DePalma, Inc. (the "Original Redevelopment Plan") as most recently amended by the "Varityper Redevelopment Plan" dated April 4, 2018 and prepared by Maser Consulting, P.A., adopted by the Governing Body on June 4, 2018 by Ordinance No. 7-2018, which supersedes and replaces the prior redevelopment plans for the Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, Redeveloper proposes to redevelop the Property to contain an approximately 75,500 square foot warehouse with 42 employee parking spaces and 15 loading docks and related amenities as generally depicted in the Redevelopment Agreement (the "Project"); and

WHEREAS, the Township and the Redeveloper negotiated a Redevelopment Agreement, a copy of which is attached hereto as Exhibit A, with respect to the Project to ensure the success of the Project and the Township desires to approve the same in accordance with the Redevelopment Law and the Redevelopment Plan; and

WHEREAS, the Mayor and Township Council have determined that the execution of the Redevelopment Agreement is in the best interests of the Township, will contribute to the redevelopment, rehabilitation, and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the objectives of the Redevelopment Plan and the Redevelopment Law and desires to approve the Redevelopment Agreement and authorizes the execution of the same and related actions thereto.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council:

Section 1. Recitals. The recitals hereto are fully incorporated herein as if set forth at length.

Section 2. Approval of the Redevelopment Agreement. The Redevelopment Agreement, and the related exhibits thereto, substantially in the form attached hereto as Exhibit A, is hereby approved, together with any changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the Township and the Redeveloper, deem in their collective discretion to be necessary or desirable for the execution thereof.

Section 3. Execution of the Redevelopment Agreement. The Mayor is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the Township of the Redevelopment Agreement, to execute the Redevelopment Agreement, together with each of the exhibits to which the Township is a signatory, in substantially the form of the draft attached hereto as Exhibit A, and such changes as may be provided in accordance with Section 4 hereof and/or as necessary to the effectuate the intent and purpose of this Resolution.

Section 4. Attestation and Sealing of the Redevelopment Agreement. The Clerk of the Township is hereby authorized and directed, upon the execution of the Redevelopment Agreement and required exhibits, in accordance with the terms of Section 4 and Section 6 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such documents.

Section 5. Implementation of the Redevelopment Agreement. Upon the execution and attestation and placing of the seal on the Redevelopment Agreement as contemplated by Sections 3 and 4 hereof, the Mayor and Township staff and professionals are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the Redeveloper, (ii) perform such other actions as the Mayor deems necessary or desirable in relation to the execution, delivery, implementation and performance of the Redevelopment Agreement and (iii) execute, and deliver all documents required under the Redevelopment Agreement (including, but not limited to, the Declaration of Covenants and Restrictions and the Certificate of Completion), the normal and customary documents in this regard, and undertake all actions reasonably necessary to effectuate the purpose and intent of the Redevelopment Agreement and this Resolution.

Section 6. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 7. A copy of this Resolution shall be available for public inspection at the Office of the Township Clerk.

Section 8. This Resolution shall take effect immediately.

I, Paula A. Massaro, Township Clerk of the Township of East Hanover, County of Morris, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a duly convened meeting held on May 4, 2020.

Paula A. Massaro, RMC, Township Clerk

Councilman DeMaio
Councilman Brokaw
Councilwoman Jandoli
Council President Martorelli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT

EXHIBIT A

REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF EAST HANOVER

As Township

and

30 FARINELLA ASSOCIATES 1.0, LLC

as Redeveloper

Dated: April __, 2020

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) made this ___ day of April, 2020 (the “**Effective Date**”) by and between

THE TOWNSHIP OF EAST HANOVER, a municipal corporation of the State of New Jersey, having its offices at 411 Ridgedale Avenue, East Hanover, New Jersey 07936 in its capacity as a “**Township**” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the “**Township**”);

AND

30 FARINELLA ASSOCIATES 1.0 LLC, a New Jersey Limited Liability Company, having its offices at 167 Flanders-Netcong Road, Flanders, New Jersey 07836, together with permitted successors or assigns (hereinafter referred to as the “**Redeveloper**” and together with the Township, the “**Parties**” or, separately, each a “**Party**”);

WITNESSETH

WHEREAS, the Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, on May 10, 2004, the Township governing body (the “**Governing Body**”), designated certain property generally covering approximately 37 acres in the southern portion of East Hanover and is generally bounded by Farinella Drive to the west, Route 10 to the north, Hanover Park High School to the east and Timber Hill Drive to the south including the property which was the site of the former Varityper plant as an area in need of redevelopment, pursuant to the Redevelopment Law (the “**Redevelopment Area**”) which includes the property identified on the official tax maps of the Township as Block 99, Lot 4.02 known as 30 Farinella Drive (the “**Property**”) and

WHEREAS, on October 10, 2006, the Governing Body adopted the “**Varityper Redevelopment Plan**” dated May 2, 2006 and prepared by Schoor DePalma, Inc. (the “**Original Redevelopment Plan**”) as most recently amended by the “**Varityper Redevelopment Plan**” dated April 4, 2018 and prepared by Maser Consulting. P.A., adopted by the Governing Body on June 4, 2018 by Ordinance No. 7-2018 which supersedes and replaces the prior redevelopment plans for the Redevelopment Area (the “**Redevelopment Plan**”); and

WHEREAS, Redeveloper proposes to redevelop the Property to contain an approximately 75,500 square foot warehouse with 42 employee parking spaces and 15 loading docks and related amenities (the “**Project**”); and

WHEREAS, by Resolution _____-2020 adopted on May 4, 2020, the Township Council designated 30 Farinella Associates 1.0, LLC having its offices at 167 Flanders-Netcong Road, Flanders, New Jersey 07836 (the “**Redeveloper**”) as the “**redeveloper**” (as defined in the

Redevelopment Law and the Redevelopment Plan) of that certain property within the Varityper Redevelopment Area known as 30 Farinella Drive, Block 99, Lot 4.02, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, in order to set forth, in a more comprehensive agreement, the terms and conditions under which the Parties shall carry out their respective undertakings, rights and obligations with respect to the construction of the Project, the Parties have determined to execute this Redevelopment Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and with the Recitals being incorporated herein by reference, the Parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.01. Definitions. As used in this Agreement the following terms shall have the meanings ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, delayed and/or conditioned" unless otherwise specified. All references to Sections, Articles or Exhibits shall refer to Sections, Articles or Exhibits in this Agreement unless otherwise specified.

(a) The terms defined in the Recitals are hereby incorporated into this Agreement:

(b) The following terms shall have the definitions ascribed to them herein:

“Applicable Laws” shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable to the Property and the Redeveloper including, but not limited to, the Redevelopment Law, the Municipal Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and State labor standards.

“Building Permit” shall mean a building permit issued by or on behalf of the Township for the Project.

“Certificate of Completion” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project (or a relevant

Phase or portion thereof) in accordance with the requirements of this Agreement and Applicable Laws and the Redevelopment Plan and is released from all obligations and liabilities hereunder.

“Certificate of Occupancy” means a temporary or permanent Certificate of Occupancy, unless otherwise stated herein; as such term is defined in the municipal code, issued by the Township, authorizing occupancy of any building or structure within the Project, or any phase or portion thereof.

“Commence Construction” and **“Commencement of Construction”** shall mean the undertaking of any actual physical construction of any portion of the Project, including but not limited to demolition, or site preparation.

“Completion of Construction” and **“Complete Construction”** shall mean the completion of the Project in accordance with the Redevelopment Plan sufficient for issuance of a temporary Certificate of Occupancy for the Project, subject to final tenant fit-up and/or occupancy of the Project by a tenant(s).

“Completion Notice” means written notification to the Township of Completion of Construction of the Project and request by Redeveloper for the issuance of a Certificate of Completion. Such notice shall include the Redeveloper’s representation and warranty of compliance with all Applicable Laws.

“County” means Morris County, New Jersey.

“Declaration” is defined in Section 3.01 and shall be substantially in the form as attached hereto as Exhibit A.

“Event of Default” is defined in Section 5.01.

“Force Majeure Event” shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, pandemics or disease, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Redeveloper or the Township. Compliance with Applicable Laws shall not be considered or construed as events of Force Majeure.

“Governmental Approvals” shall mean all governmental approvals required for the construction of the Project, including, without limitation, to the extent such may be applicable: the site plan approval with respect to the development of the Project submitted to, and approved by, the Township Planning Board, in accordance with the Municipal Land Use Law; County Planning Board approvals; construction plans and specifications for the obtaining of Building Permits for the proposed construction; sewerage capacity approvals, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“Municipal Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*

“**Notice**” is defined in Section 6.07.

“**Planning Board**” shall mean the Planning Board of the Township of East Hanover.

“**Plans**” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Agreement.

“**State**” shall mean the State of New Jersey.

“**Termination Notice**” is defined in Section 5.02.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01. Designation as Redeveloper. The Township by Resolution ____-2020 adopted on April 6, 2020 designated the Redeveloper as the sole and exclusive redeveloper of the Property (Block 99, Lot 4.02 known as 30 Farinella Drive) and of the Project on the Property. For so long as this Agreement and the designation hereunder remain in effect, Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Agreement. Should this Agreement be terminated, as further provided herein, the designation of 30 Farinella Associates 1.0, LLC as the redeveloper of the Project on the Property shall also be terminated.

2.02. Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan and the designation of the Redevelopment Area have been duly adopted in compliance with all Applicable Laws and are currently in full force and effect.

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Agreement.

(c) All requisite action has been taken by the Township and all requisite consents have been obtained in connection with entering into this Agreement. To the best knowledge of the Township there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Township entering into or performing its obligations under this Agreement.

(d) This Agreement has been duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(e) The Township represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the Township pursuant to the Redevelopment Plan or Agreement.

(f) The use(s) of the Property, as contemplated by this Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

(g) The Township shall not amend the Redevelopment Plan as it applies to this Property and this Project from the Effective Date of this Agreement until the issuance of the Certificate of Completion without the consent of the Redeveloper.

2.03. Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) Redeveloper is the owner of the Property and has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Agreement.

(b) Redeveloper is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Agreement and to authorize and direct the persons executing this Agreement to do so for and on Redeveloper's behalf.

(c) To the best of Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

**ARTICLE 3
COVENANTS AND RESTRICTIONS**

3.01. Declaration of Covenants and Restrictions. The Township and the Redeveloper shall execute the Declaration of Covenants and Restrictions in a form substantially similar to the form as attached hereto as **Exhibit A** (the “**Declaration**”) and the Redeveloper shall record the Declaration on the Property in the office of the County Clerk immediately upon the execution of this Agreement.

3.02. 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 land. 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 Township against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Property, the buildings and structures thereon, or any part thereof.

3.03. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed 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 have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate.

3.04. Discharge of Declaration of Covenants and Restrictions. As further detailed in Section 4.03 upon the completion of the Project, the Township shall execute and deliver to the Redeveloper a Certificate of Completion in a form substantially similar to the form as attached hereto as **Exhibit B** (the “**Certificate of Completion**”) and the Redeveloper shall record the Certificate of Completion on the Property in the office of the County Clerk.

**ARTICLE 4
PROJECT DETAILS**

4.01. General Scope of the Project. It is understood and agreed by and between the Parties that Redeveloper has the right to develop the Project on the Property consistent with the terms of all Applicable Laws, Government Approvals, the Redevelopment Plan and this Agreement.

4.02. Redeveloper's Obligations. The Redeveloper shall develop, construct, operate and maintain the Project as described below:

(a) Governmental Approvals. Prior to Commencement of Construction the Redeveloper shall obtain all final and non-appealable Governmental Approvals required to Commence Construction of the Project.

(b) Development Schedule. The Redeveloper shall:

(i) Use commercially reasonable efforts to submit, and pursue, a site plan application before the Township Planning Board within 180 days of an unappealable Agreement. Redeveloper shall construct the Project in accordance with the final, unappealable Planning Board approvals.

(ii) Use commercially reasonable efforts to make an application for construction permits from the Township within forty-five (45) days after the latest of (i) final and unappealable site plan approval from the Township Land Use Planning Board, (ii) compliance with the conditions of approval of the resolution by the Township Land Use Planning Board, and (iii) final and unappealable approvals of any and all necessary outside agency, County, and State permits, licenses, consents and approvals.

(iii) Use commercially reasonable efforts to Commence Construction of the Project within ninety (90) days after the issuance of a Building Permit for the Project; and

(iv) Use commercially reasonable efforts to Complete Construction of the Project on or before thirty (30) months after the Commencement of Construction of the Project.

If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project time line set forth above, for any reason, the Redeveloper shall promptly provide Notice to the Township stating: (A) the reason for the failure or anticipated failure, (B) the Redeveloper's proposed method for correcting such failure, (C) the Redeveloper's proposal for revising the time line and (D) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project time line. Redeveloper's proposed revisions to the Project timeline shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) Off-Site Improvements and Contribution. Redeveloper shall be solely responsible for the cost of extending and/or providing any and all utilities required to service the Property and/or the Project. The Parties recognize and agree that the scope and/or cost of other off-site improvements, including but not limited to traffic control devices, traffic control measures, roadway widening and related road/traffic measures improvements (the "**Off-Site Improvement(s)**") cannot be determined at this time. The Parties have agreed that the Redeveloper shall make a contribution for Off-Site Improvements which shall be in an amount not to exceed \$200,000.00 (the "**Off-Site Contribution**"). The Off-Site Contribution shall be

paid as follows: (i) \$125,000.00 prior to the issuance of building permits for vertical construction (i.e.: not including permits for site work, and foundations), and, (ii) an amount not to exceed \$75,000.00 after the issuance of the final Certificate of Occupancy and prior to the issuance of the Certificate of Completion for the Project. The Township shall not be restricted in its use of the Off-Site Contribution and is free to use the Off-Site Contribution in any manner it sees fit. The provisions of this Section, along with the construction and installation of the water line pursuant to Section 4.02(h)(ii), shall be in full and complete satisfaction of any off-site improvement requirements in the Redevelopment Plan, the Municipal Land Use Law and/or any applicable Township ordinances or regulation, and the same shall be conclusive on these matters and binding upon the Township Planning Board and Township Engineer.

(d) Transfer of the Property or Project.

(1) Except for Permitted Transfers, prior to the issuance of a Certificate of Completion, Redeveloper shall not, without the prior written consent of the Township, which consent shall not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Agreement or any rights herein, the Property and/or the Project, or (ii) make any total or partial sale, transfer or conveyance of the whole or any part of its interest in the Property or the Project (collectively a “**Transfer**”).

(2) The following Transfers are exceptions to the prohibitions of Section 4.02(d) and the Township’s consent is deemed given hereby (the “**Permitted Transfers**”), provided that, to the extent practical, notice of same is given to the Township as described in Section 4.02(d)(3): (i) financing of the Property and/or Project, (ii) utility and other development easements; (iii) a lease to a tenant occupying the entire Project, or a certain premises in the Project, as a part of the intended use of the Project; (iv) transfer to an affiliate of Redeveloper, including but not limited to the entities listed on the organizational chart attached hereto as **Exhibit C**; (v) transfer of less than a direct or indirect controlling interest in Redeveloper; (vi) environmental covenants and restrictions imposed by a regulatory agency; and (vii) any contract or agreement with respect to any of the foregoing exceptions.

(3) With respect to any Permitted Transfer under Section 4.02(d)(2) Redeveloper shall, to the extent practical, provide to the Township written notice at least fifteen (15) days prior to such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the parties.

(e) Progress Reports. Redeveloper shall on a semi-annual basis provide the Township Engineer with a report regarding the progress of approvals for, and construction of, the Project. The first report shall be submitted six (6) months after the Effective Date of this Agreement and shall cease upon the issuance of the Certificate of Completion.

(f) Construction Parking Plan. Redeveloper shall have a construction parking plan reasonably acceptable to the Township Engineer in place prior to the commencement of construction.

(g) Insurance. Redeveloper shall, prior to the commencement of construction and until the issuance of the Certificate of Completion, maintain commercially reasonable amounts of insurance including builder's risk insurance, comprehensive general liability insurance, worker's compensation, commercial auto insurance, and umbrella liability coverages.

(h) Easement and Construction/Installation of Water Line. (i) Redeveloper shall grant and convey to the Township a fifteen (15) foot wide utility easement for a water supply line in, on, under, and over the Property and generally located as depicted on Exhibit D attached hereto ("Water Line Easement"). The Water Line Easement may be used for the purpose of inspecting, operating, protecting, repairing, replacing, altering, and/or removing water lines and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses, and/or facilities common to and as may from time to time be deemed necessary by the Township in connection with the use, operation, transportation, and furnishing of water services. Each Party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any portion of the system to deliver water upon demand. (ii) Within the easement established in Section 4.02(h)(i), Redeveloper shall construct and/or install an underground water line as set forth on Exhibit D. The installed water line shall be minimum 8-inch ductile iron pipe (class 52) and shall be installed at a minimum of four (4) feet below ground level. Redeveloper shall be solely responsible for all costs and expenses associated with the establishment of the easement and construction and installation of the water line.

4.03. Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction, Redeveloper shall apply to Township Construction Code Official for a Certificate of Occupancy. It is understood and agreed by the Parties that the final fit-up and/or occupancy of the Project will be by a tenant(s) who may not be in place at the time the construction of the Project is completed. As such, the Redeveloper shall be permitted to obtain a temporary Certificate of Occupancy, in satisfaction of the requirements of Sections 4.03(a) and (b), provided the remaining work is related to the final fit-up and/or occupancy of the Project by a tenant(s).

(b) After receipt of a Certificate of Occupancy (temporary or final as permitted by Section 4.03(a)) for the Project, the Redeveloper shall apply to the Township for a Certificate of Completion (the "**Completion Notice**"). Upon receipt of a Completion Notice from Redeveloper, the Township shall have sixty (60) days to determine whether Completion of the Project has in fact occurred. The Redeveloper shall cooperate fully with the Township and any inspector or other person assisting the Township in making this determination. The Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to Complete the Project in accordance with the provisions of this Agreement or is otherwise in default hereunder and what reasonable measures or acts will be necessary in the reasonable opinion of the Township in order for Redeveloper to be entitled to the Certificate of Completion, if any. The Redeveloper shall have sixty (60) days to address any necessary measures or acts to Complete the Project, and to

re-submit a Completion Notice. Following the determination of the Completion of the Project, the Township shall issue a Certificate of Completion in a form substantially similar to the form as attached hereto as **Exhibit B**. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Agreement and the Redevelopment Plan. The deadline to Complete Construction as described in Section 4.02(b)(ii) shall be tolled during the period of the Township's consideration of the Completion Notice and during the period in which the Redeveloper addresses any necessary measures or acts to Complete the Project.

4.04. Building Permits, Sewer Connection Fees, Affordable Housing Fees.

(a) Building Permits.

(i) Volume Calculation. The Township agrees that any building permits or like permits issued, and the fees for the same, pursuant to the New Jersey Uniform Construction Code (N.J.S.A. 52:27D-119 et seq. and/or N.J.A.C. 5:23 et seq.) and/or local enacting ordinances (including, but not limited to: Township Code Chapter 75. "Construction Codes, Uniform", and/or Section 79-5 "Fees under Chapter 75, Construction Codes, Uniform") that are based upon the volume of a building, as applied to this Project, shall be calculated in accordance with N.J.A.C. 5:23-4.20(c)(2)(i)(2)(A), which states: "For purposes of calculating the volume to determine the fee for large, open-volume, single story spaces in buildings, such as barns, silos, greenhouses, warehouses, distribution centers, and other agricultural and storage-use occupancies, the height shall be limited to 20 feet notwithstanding the fact that the actual height of the space may be greater than 20 feet."

(ii) Building Subcode fees. The Township agrees that any permit issued for this Project under the applicable provisions of Township Code Section 79-5.B(1) shall be at the rate of \$0.045 per cubic foot.

(b) Sewer Connection Fees. The Township agrees that if it is determined the Project is subject to a sewer connection fee (pursuant to, but not limited to: Township Code Chapter 159, "Water and Sewer Utility", and/or Section 79-9 "Fees under Chapter 159, Water and Sewer Utility"):

(i) the Redeveloper shall be given credit for the existing connection and its capacity;

and provided that,

(ii) a connection fee may only be charged if the diameter of the existing connection is enlarged or increased (by way of example increasing an existing 4" diameter connection to a 6" diameter connection), is made to the system.

If the foregoing conditions are met, the sewer connection fee shall be the current fee for the enlarged/increased connection, minus, the current fee for the existing connection (by way of

example the fee for a new 6" connection = \$3,500, minus, the fee for a new 4" connection = \$2,000, so that the fee owed would be \$1,500).

(c) Affordable Housing Fees. The Redeveloper's sole affordable housing obligation (i.e.: COAH) shall be the payment of the nonresidential development fee of 2.5% of the equalized assessed value of the land and improvements pursuant to Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) and Ordinance Section 95-68.1. Nothing in this section is intended to preclude the Redeveloper from seeking an exemption of the nonresidential development fee pursuant to the Statewide Nonresidential Development Fee Act and Ordinance Section 95-68.1.D.(2). Further, the Redeveloper agrees not to intervene in any litigation relating to the Township's affordable housing obligation (i.e.: COAH); however the same shall not preclude the Redeveloper from involvement should any party attempt to require the Redeveloper to provide more than the 2.5% nonresidential development fee.

ARTICLE 5 EVENTS OF DEFAULT; TERMINATION

5.01. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder, subject to Force Majeure Event extension and tolling as provided elsewhere in this Agreement:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a "Default" or a "default", and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Township specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days or such longer period as the Parties may agree to in writing if reasonably required to cure such default after such Notice unless this Agreement specifically provides otherwise.

(b) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; or (iv) Redeveloper shall have suspended the transaction of its usual business.

(c) Redeveloper (i) fails to perform its obligations with respect to implementation of the Project in accordance with this Agreement, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Agreement; or (ii) abandons the Project or suspends construction work for more than ninety (90) days without the prior knowledge and consent of the Township.

(d) The Township fails to substantially perform any covenant or condition under this Agreement.

5.02. Remedies Upon Event of Default. Whenever any Event of Default shall have occurred, the non-defaulting Party may, on written Notice to the defaulting Party (a “**Termination Notice**”) terminate this Agreement, and Redeveloper’s Designation as Redeveloper hereunder if the Redeveloper is the defaulting Party, and the non-defaulting Party take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the defaulting Party under this Agreement.

5.03. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by the non-defaulting Party in asserting any of its rights or remedies as to any default by the defaulting Party, shall not operate as a waiver of such default, or of any such rights or remedies, or deprive the non-defaulting Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

5.04. Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

5.05. Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Redevelopment Area, (ii) the Redevelopment Plan, (iii) execution of this Agreement by the Township, or (iv) any Governmental Approval, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure Event provisions of this Agreement; *provided, however*, that (A) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Agreement by written Notice to the other, and (B) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least one (1) year from the date the complaint was filed, then Redeveloper only may elect to terminate this Agreement.

ARTICLE 6 MISCELLANEOUS

6.01. No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Agreement.

6.02. Conflict of Interest. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

6.03. Non-Liability of Officials and Employees of the Township and Redeveloper. No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Agreement. Redeveloper, and its employees, officers, members or managers shall not be personally liable to Township in the event of any default or breach by Redeveloper, or for any amount which may become due to the Township or its successor, or any obligation under the terms of this Agreement.

6.04. Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

6.05. Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

6.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

6.07. Severability. The validity of any Articles and Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

6.08. Notices. Formal Notices, demands and communications (“**Notice**”) between the Township and Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such Notice is deemed effective upon delivery. Such written Notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written Notice. Copies of all Notices, demands and communications shall be sent as follows:

To the Township:

Joseph Tempesta, Jr., Township Administrator
The Township of East Hanover
411 Ridgedale Avenue
East Hanover, New Jersey 07936

With copies sent to:

M. Murphy Durkin, Esq.
Durkin & Durkin, LLC
1120 Bloomfield Avenue
P.O. Box 1289
West Caldwell, NJ 07007

To the Redeveloper:

30 Farinella Associates I.0, LLC
167 Flanders-Netcong Road
Flanders, New Jersey 07836

With copies sent to:

Adam J. Faiella, Esq.
Sills Cummis & Gross, P.C.
One Riverfront Plaza
Newark, NJ 07102

From time to time either Party may designate a different person or address for all purposes of this Notice provision by giving the other Party no less than twenty (20) days' Notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee, provided, that any Notice delivered by telecopy shall be deemed to have been received by such Party at the time of transmission, provided that a hard copy and transmission confirmation is simultaneously sent by a recognized overnight national carrier service for next business day delivery. Any Notice given by an attorney for a Party shall be effective for all purposes.

6.09. Further Assurances/Cooperation. The Parties shall reasonably cooperate with each other as reasonably necessary to effectuate the Project. From time to time at the request of either Redeveloper or the Township, the other Party shall execute, acknowledge and deliver such other and further documents as the requesting Party may reasonably request to better effectuate the provisions of this Agreement.

6.10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

6.11. Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Morris County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Morris County, in any such suit, action or proceeding and to the laying of venue in such court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said

court and irrevocably waives any claim that any such suit, action or proceeding brought in said court has been brought in any inconvenient forum. The Parties further hereby knowingly, intentionally, voluntarily and irrevocably agree that any claims relating to or arising out of this Agreement shall be tried before a judge and without a trial by jury. The provisions of this section shall survive the closing (and not be merged therein) or any earlier termination of this Agreement.

6.12. Counterparts. This Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

6.13. Return of Escrows. Upon any termination of this Agreement for any reason whatsoever, all escrows and other amounts deposited with the Township under this Agreement shall be promptly returned to Redeveloper, after payment of any costs and/or permitted damages for which Redeveloper is then liable under the terms of this Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Attest:

TOWNSHIP OF EAST HANOVER

Paula A. Massaro
Clerk

By: _____
Joseph Pannullo
Mayor

Witness:

30 FARINELLA ASSOCIATES 1.0, LLC

By: _____
Michael Petillo
Co-Managing Member

By: _____
Michael Mackessy
Co-Managing Member

By: _____
Peter Gilpatric
Co-Managing Member

EXHIBIT A

FORM OF DECLARATION

Record and Return to:
Adam J. Faiella, Esq.
Sills Cummis & Goss, PC
One Riverfront Plaza
Newark, NJ 07102

DECLARATION OF COVENANTS AND RESTRICTIONS

This **DECLARATION OF COVENANTS AND RESTRICTIONS** (this "**Declaration**") is made as of this ___ day of _____, 2020, by and between:

THE TOWNSHIP OF EAST HANOVER, a municipal corporation of the State of New Jersey, having its offices at 411 Ridgedale Avenue, East Hanover, New Jersey 07936 in its capacity as a "Township" pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the "**Township**");

AND

30 FARINELLA ASSOCIATES 1.0, LLC a New Jersey Limited Liability Company, having its offices at 167 Flanders-Netcong Road, Flanders, New Jersey 07836, together with permitted successors or assigns hereinafter referred to as the "**Redeveloper**" and together with the Township, the "**Parties**" or, separately, each a "**Party**");

WITNESSTH

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law (the "**Redevelopment Law**"), the Township identified and designated certain property within the Township, including, without limitation, the property located at 30 Farinella Drive, also known and identified on the official tax maps of the Township as Block 99, Lot 4.02 (the "**Property**") as an area in need of redevelopment, (the "**Redevelopment Area**"), and adopted a redevelopment plan for the Redevelopment Area the "Varityper Redevelopment Plan" as most recently amended by the "Varityper Redevelopment Plan" dated April 4, 2018 and prepared by Maser Consulting. P.A., adopted by the Governing Body on June 4, 2018 by Ordinance No. 7-2018 (the "**Redevelopment Plan**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Mayor and Council of the Township (the "**Township**") are to act as the "redevelopment entity" (as such term is defined at *N.J.S.A. 40A:12A-3*) for the Redevelopment Area (including the Property) to exercise the powers contained in the Redevelopment Law to facilitate the redevelopment of the Township; and

WHEREAS, on April____, 2020 the Redeveloper, entered into a redevelopment agreement (the “**Redevelopment Agreement**”) with the Township for the development of the Property with an approximately 75,500 square foot warehouse with 42 employee parking spaces and 15 loading docks and related amenities, (the “**Project**”) on as Block 99, Lot 4.02 known as 30 Farinella Drive (the “**Property**”) as further described in the legal description attached hereto as SCHEDULE 1; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a Township 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...”; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants and Restrictions and said Declaration be recorded in the Morris County Clerk’s Office.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The Recitals are incorporated herein as if set forth at length.

Section 2. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 3. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

- (a) The Redeveloper shall carry out the Project in accordance with the provisions of the Redevelopment Agreement, the Redevelopment Plan, the Redevelopment Law, all other Applicable laws, and the Development Schedule.
- (b) The Redeveloper shall not use the Property in a manner that is not consistent with the Redevelopment Plan and the Redevelopment Agreement. The Redeveloper will construct only the Project on the Property.
- (c) The Redeveloper shall undertake (i) the construction and development of the Project with due diligence throughout the term of the Redevelopment Agreement, and (ii) to begin and complete the Project on or prior to the date set forth in the Development Schedule, subject only to relief from the occurrence of a Force Majeure Event. All activities performed under the Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the nature of the Project.
- (d) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the use, occupancy, tenure

or enjoyment of the Project (or any part thereof) nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation.

- (e) The Redeveloper shall not sell, lease or otherwise transfer the Property, the Project, or any part thereof, except in accordance with the Redevelopment Agreement.
- (f) Upon redevelopment of the Property and Completion of the Project, the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project.

Section 4. It is intended and agreed that the covenants and restrictions set forth in Section 3 shall be covenants running with the land. All covenants in Section 3, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Declaration and 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 Township and its successors and assigns, against Redeveloper, its successors and assigns, and any successor in interest to the Property, or any part thereof, and any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 3 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenants in 3(d) shall remain in effect without limitation as to time.

IN WITNESS WHEREOF, the Party hereto has caused this Declaration of Covenants and Restrictions to be executed by its duly authorized officials or managers as of the date first written above.

[Signatures on the following pages]

Witness:

30 FARINELLA ASSOCIATES 1.0, LLC

By:

Michael Petillo
Co-Managing Member

By:

Michael Mackessy
Co-Managing Member

By:

Peter Gilpatric
Co-Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

:ss

COUNTY OF _____ :

BE IT REMEMBERED, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared **Michael Petillo, Michael Mackessy and Peter Gilpatric** who being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that s/he is the designated authorized signatory of **30 Farinella Associates 1.0, 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

Attest:

TOWNSHIP OF EAST HANOVER

Paula A. Massaro
Clerk

By: _____
Joseph Pannullo
Mayor

STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:

I CERTIFY that on _____, 2020, PAULA A. MASSARO, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Municipal Clerk of the Township of East Hanover, the MUNICIPAL CORPORATION named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is MAYOR JOSEPH PANNULLO;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this documents; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before
me on _____, 2020.

PAULA A. MASSARO, RMC
MUNICIPAL CLERK

Notary or Attorney at Law
The State of New Jersey

SCHEDULE 1
to Declaration of Covenants and Restrictions

Legal Description
Block 99, Lot 4.02 known as 30 Farinella Drive

[to be inserted at time of execution]

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

LOCATION: Block 99, Lot 4.02 on the tax map of the Township of East Hanover, Morris County, New Jersey also known as 30 Farinella Drive (the “**Property**”)

REDEVELOPER: 30 FARINELLA ASSOCIATES 1.0, LLC (the “**Redeveloper**”).

DATE: As of _____, 2020

The Township of East Hanover, New Jersey, a municipal corporation of the State, acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law (the “**Township**”), issues this Certificate of Completion with respect to the Property identified above, in accordance with the provisions of that certain Redevelopment Agreement by and between the Township and the Redeveloper, dated _____, 2020 (the “**Redevelopment Agreement**”).

The Township issues this Certificate of Completion based upon its findings that the Redeveloper has completed the Project on the Property in accordance with, and in full and complete satisfaction of, the Redevelopment Agreement.

The recording of this Certificate of Completion shall discharge and terminate the Declaration of Covenants and Restrictions recorded with the Morris County Clerk on _____, 2020, at Book _____, Page _____.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on behalf of the Township, this ____ day of _____, 202_.

[Signature on following page]

Attest:

TOWNSHIP OF EAST HANOVER

Paula A. Massaro
Clerk

By: _____
Joseph Pannullo
Mayor

STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:

I CERTIFY that on _____, 2020, PAULA A. MASSARO, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Municipal Clerk of the Township of East Hanover, the MUNICIPAL CORPORATION named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is MAYOR JOSEPH PANNULLO;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this documents; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before
me on _____, 2020.

PAULA A. MASSARO, RMC
MUNICIPAL CLERK

Notary or Attorney at Law
The State of New Jersey

EXHIBIT C

ORGANIZATIONAL CHART

EXHIBIT D

**MAP EXHIBITING LOCATION OF PROPOSED
EASEMENT AND WATER LINE**

FARINELLA DRIVE

PROPOSED WATER MAIN

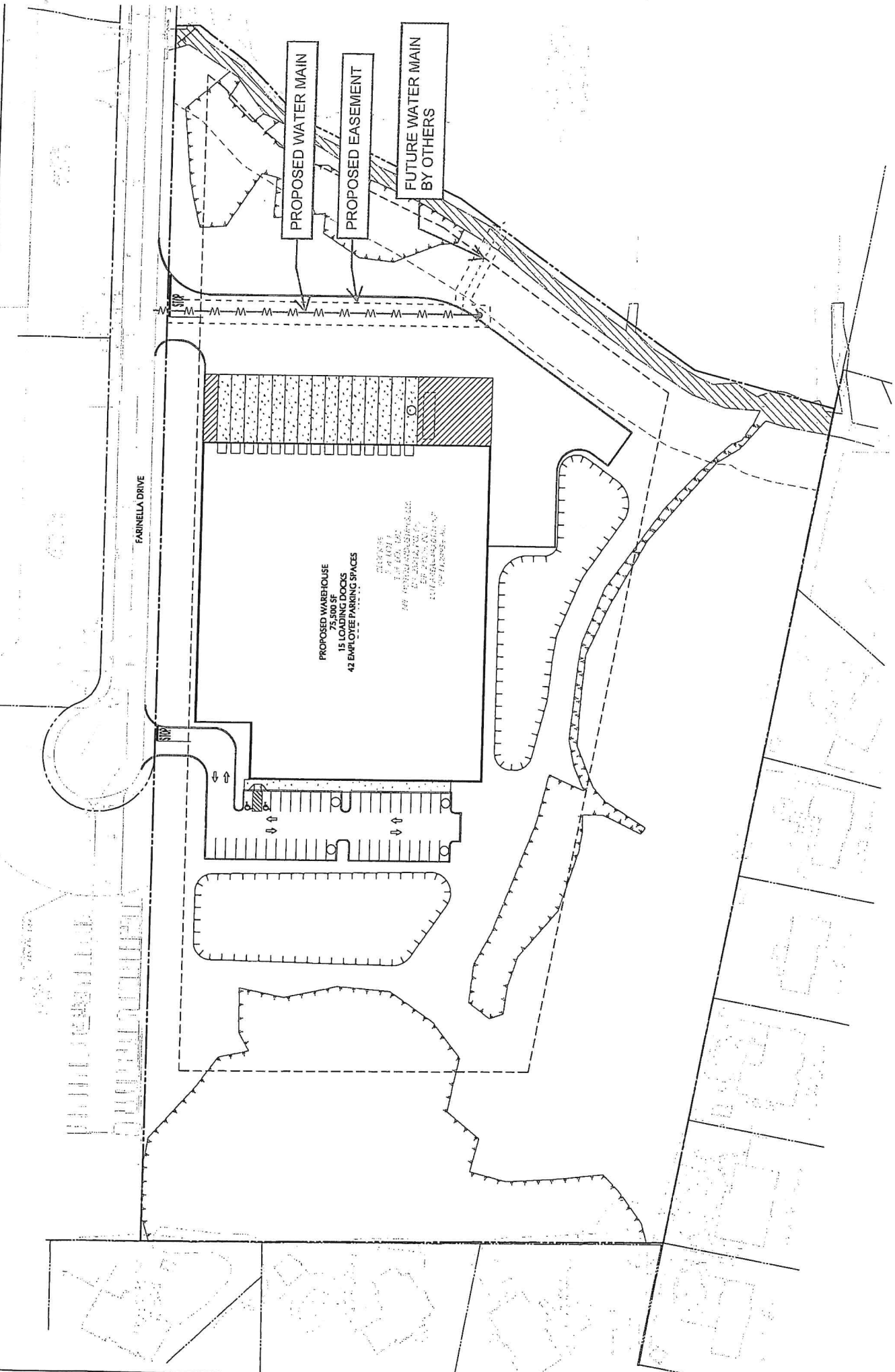
PROPOSED EASEMENT

FUTURE WATER MAIN
BY OTHERS

PROPOSED WAREHOUSE
75,500 SF
15 LOADING DOCKS
42 EMPLOYEE PARKING SPACES

20250726
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EXHIBIT D



NEW BUSINESS

INTRODUCTION OF ORDINANCE NO. 1-2020

MAYOR: The Clerk will please read the title of the ordinance.

COUNCILMEMBER: I move the ordinance be introduced by title, adopted on first reading, placed on file in the Clerk's office and set down for a public hearing on June 1, 2020.

COUNCILMEMBER: I second.

MAYOR: The Clerk will call the roll.

MAYOR: The ordinance will be published according to law.

ORDINANCE NO. 1-2020

AN ORDINANCE OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS AND RELATED EXPENSES IN AND FOR THE TOWNSHIP OF EAST HANOVER AND APPROPRIATING \$4,278,900 THEREFOR AND PROVIDING FOR THE ISSUANCE OF \$4,064,955 IN BONDS OR NOTES OF THE TOWNSHIP OF EAST HANOVER TO FINANCE THE SAME

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The several improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Township of East Hanover, in the County of Morris, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3 hereof, there are hereby appropriated the respective sums of money therein stated as the appropriations made for each improvement or purpose, such sums amounting in the aggregate to \$4,278,900 and including \$213,945 as the several down payments required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$4,064,955 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds or notes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The several improvements hereby authorized and the several purposes for which the bonds or notes are to be issued, the estimated cost of each improvement and the appropriation therefore, the maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

- (1) Purpose: Township Administration Department projects, including, but not limited to, the acquisition of computers, software and hardware upgrades, the Township Master Plan, the preparation of Tax Maps, the installation of Fiber, Network, and a Surveillance System at Fire House #2, and the installation of Senior Center Fiber Switch & Connections, including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$173,500
<u>Maximum Amount of Bonds or Notes:</u>	\$164,825
<u>Period or Average Period of Usefulness:</u>	5 years
<u>Amount of Down Payment:</u>	\$ 8,675

- (2) Purpose: Public Safety projects for the Township Police Department, including, but not limited to, the acquisition of tech/hardware, software and copiers, the replacement of (i) SUV patrol vehicles with equipment, (ii) ballistic vests, (iii) patrol vehicle lap tops, the installation of license plate readers, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$531,500
<u>Maximum Amount of Bonds or Notes:</u>	\$504,925
<u>Period or Average Period of Usefulness:</u>	5 years
<u>Amount of Down Payment:</u>	\$ 26,575

- (3) Purpose: Public Safety projects for the Township Fire Department, including, but not limited to, the replacement of PPE turn out gear, the acquisition of structural firefighting tools, the acquisition of various pagers and radios, the acquisition of Overturn Vehicle Stabilizer, the replacement of a Snuzzle Pumper Truck, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$783,000
<u>Maximum Amount of Bonds or Notes:</u>	\$743,850
<u>Period or Average Period of Usefulness</u>	9.84 years
<u>Amount of Down Payment:</u>	\$ 39,150

- (4) Purpose: Public Safety projects for the Township Office of Emergency Management, including, but not limited to, the acquisition of (i) safety tools and equipment, (ii) IT equipment & EOC Center IT equipment, (iii) drone equipment and hardware, (iv) equipment for Cert & Command Post Trailers, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$20,000
<u>Maximum Amount of Bonds or Notes:</u>	\$19,000
<u>Period or Average Period of Usefulness</u>	5 years
<u>Amount of Down Payment:</u>	\$ 1,000

- (5) Purpose: Acquisition of various equipment and vehicles for the Township Public Works Department, including, but not limited to, the acquisition of (i) multiple pick up trucks with plows, (ii) dump truck with aluminum body with plow, (iii) Senior Transit Bus, (iv) rack body lift gate, (v) 18,000 lb post lift, (vi) (2) 20 yard & (2) 30 yard roll off containers, (vii) plow and roll-off truck, (viii) a light tower, (ix) a bobcat skidsteer, (x) new message board & speed control, (xi) asphalt hot box, (xii) (2) air analyzers, (xiii) utility alterrain vehicle, (xiv) rotary tiller attachment, (xv) walk behind mower, (xvi) lawn mower, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$552,000
<u>Maximum Amount of Bonds or Notes:</u>	\$524,400
<u>Period or Average Period of Usefulness:</u>	13.60 years
<u>Amount of Down Payment:</u>	\$ 27,600

- (6) Purpose: Various Township Parks and Playground improvements, including, but not limited to, the acquisition of platform blocks for Luker Pool, upgrade walkways at Luker Park, installation of maintenance garage at Luker Park, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$180,400
<u>Maximum Amount of Bonds or Notes:</u>	\$171,380
<u>Period or Average Period of Usefulness:</u>	15 years
<u>Amount of Down Payment:</u>	\$ 9,020

- (7) Purpose: Various Township Buildings and Grounds improvements, including, but not limited to, minor building renovations, repair wood siding at Cook House, second floor Town Hall Administration Office renovation, installation of new flooring first floor Town Hall, fencing & security lighting at Firehouse #2, renovation Public Safety Building Sprinkler System, installation of new windows at First Aid Squad, transfer switch at Camp Hope Facility, shed at Public Works Facility, siding & soffit at the First Aid Squad Building, installation and sound proofing at the OEM Office, renovation of the building apron, the overhand and front doors at the Police Department, and the replacement of the front double doors at the Public Works Facility, and the installation of flooring at the Recreation Department, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$338,500
<u>Maximum Amount of Bonds or Notes:</u>	\$321,575
<u>Period or Average Period of Usefulness:</u>	15 years
<u>Amount of Down Payment:</u>	\$ 16,925

- (8) Purpose: Infrastructure repair and maintenance, including, but not limited to, upgrades, milling resurfacing, reconstruction to streets, roads and sidewalks, repairs/maintenance to sidewalks, fire hydrants, curbing, storm water system and traffic signals, Gail Drive Road Reconstruction Project, Balsam Road Resurfacing and Drainage Project, Olympia Drive Resurfacing and Drainage Project, John Street Drainage Project, and including all work and materials necessary therefor or incidental thereto.

<u>Appropriation and Estimated Cost:</u>	\$1,700,000
<u>Maximum Amount of Bonds or Notes:</u>	\$1,615,000
<u>Period or Average Period of Usefulness:</u>	10 years
<u>Amount of Down Payment:</u>	\$ 85,000

(b) The estimated maximum amount of bonds or notes to be issued for the several improvements or purposes is as stated in Section 2 hereof.

(c) The estimated cost of the several improvements or purposes is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Township Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The several improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the Township may lawfully undertake as general improvements, and no part of the costs thereof have been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness of the several improvements or purposes, computed on the basis of the respective amounts or obligations authorized for each improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10.20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$4,064,955, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$856,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the several improvements or purposes.

(e) The Township reasonably expects to commence the acquisition and/or construction of the several improvements or purposes described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Township further reasonably expects to

reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. The Township hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 10. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ORDINANCE NO. 2-2020

AN ORDINANCE OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, NEW JERSEY, PROVIDING FOR VARIOUS WATER/SEWER UTILITY IMPROVEMENTS AND RELATED EXPENSES IN AND FOR THE TOWNSHIP OF EAST HANOVER AND APPROPRIATING \$927,000 THEREFOR, AND PROVIDING FOR THE ISSUANCE OF \$927,000 IN BONDS OR NOTES OF THE TOWNSHIP OF EAST HANOVER TO FINANCE THE SAME

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EAST HANOVER, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The several improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Township of East Hanover, in the County of Morris, New Jersey (the "Township") as general improvements. For the improvements or purposes described in Section 3 hereof, there is hereby appropriated the sum of \$927,000. Pursuant to N.J.S.A. 40A:2-7(h) and N.J.S.A. 40A:2-11(c), no down payment is required as the purposes authorized herein are deemed self-liquidating and the obligations authorized herein are deductible from the gross debt of the Township, as more fully explained in Section 6(e) of this ordinance.

Section 2. In order to finance the cost of the several improvements or purposes, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$927,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds or notes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of: (i) repair and maintenance of utility pumps, motors, and controls; (ii) acquisition of service truck utility body; (iii) acquisition of utility service SUV;

(iv) acquisition of sewer jet vac truck; (v) replacement of electric hoist pump equipment removal system; (vi) seal and cap well number 6; (vii) underground storage tank removal and testing; (viii) rebuilding sewer Muffin Monster.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes is as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes or bonds issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes or bonds shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8.1. The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget (or temporary capital budget as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget (or amended temporary capital budget as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The several improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the Township may lawfully undertake as self-liquidating improvements of a municipal public utility, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness of the several improvements or purposes, computed on the basis of the respective amounts or obligations authorized for each improvement or purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 13.06 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$927,000, but that the net debt of the

Township determined as provided in the Local Bond Law is not increased by this bond ordinance and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$185,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the several improvements or purposes.

(e) This bond ordinance authorizes obligations of the Township solely for a purpose described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

(f) The Township reasonably expects to commence the acquisition and/or construction of the several improvements or purposes described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Township further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 2 hereof.

Section 7. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be

obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. The Township hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 10. To the extent that any previous ordinance or resolution is inconsistent herewith or contradictory hereto, said ordinance or resolution is hereby repealed or amended to the extent necessary to make it consistent herewith.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ORDINANCE NO. 3-2020

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2020
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Township Council of the Township of East Hanover, in the County of Morris, finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Township Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$192,506.63 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of East Hanover, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Township of East Hanover shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.50%, amounting to \$673,773.21, and that the CY 2020 municipal budget for the Township of East Hanover be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.