

TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY



TOWNSHIP COUNCIL AGENDA

REGULAR MEETING

7:00 P.M.

DECEMBER 20, 2021

****THIS MEETING WILL BE HELD IN-PERSON****

MUNICIPAL BUILDING, 600 BLOOMFIELD AVENUE

and

VIA ZOOM VIDEO CONFERENCE

Via the internet, please click the link below to join the meeting:

<https://zoom.us/j/95262662770>

Via telephone, please dial 1(312)626-6799 or 1(646)558-8656

Use Zoom Meeting ID: 952-6266-2770, when prompted for a Participant ID, press #

A. CALL TO ORDER

The notice requirements of the Open Public Meetings Act have been satisfied with respect to this meeting of the Township Council which is being held both in-person and via Zoom video conferencing due to the COVID-19 pandemic. Specifically, the time and date were included in the public meeting notice. This information, along with the public internet link and telephone call-in information was posted in the Municipal Building, and sent the official newspapers of the Township, the Verona-Cedar Grove Times and the Star Ledger and MyVeronaNJ.com, TAPinto and the Patch, the official online news source(s) of the Township, at least 48 hours preceding the start time of this meeting. The agenda and public handouts for this meeting can be viewed online at www.veronanj.org/councilmeetings. A public comment period will be held in the order it is listed on the meeting agenda and instructions on how to comment will be provided at the appropriate time.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORT OF THE MAYOR

1. Julius N. Coltre, Essex County Liaison

E. REPORT OF THE TOWNSHIP MANAGER

1. PFAS MCL Compliance – Update
2. VMAC Presentation

F. COUNCILMEMBERS' REPORTS

G. HEARING ADOPTION OR AMENDMENT OF ORDINANCES

H. PROPOSED ORDINANCES

1. Ordinance No. 2021-____ Fix Open Space Committee

I. PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

J. MINUTES

1. December 6, 2021

TOWNSHIP COUNCIL AGENDA DECEMBER 20, 2021

K. PROPOSED RESOLUTIONS

- | | | |
|-----|------------------------|---|
| 1. | Resolution No. 2021-__ | Designating Redeveloper and Authorizing Execution of Redevelopment Agreement - Verona Sunset Urban Renewal, LLC (<i>Block 303, Lot 4</i>) |
| 2. | Resolution No. 2021-__ | 2022 Qualified Private Community Service Agreements |
| 3. | Resolution No. 2021-__ | 2022-2024 Claridge II Qualified Private Community Service Agreement |
| 4. | Resolution No. 2021-__ | 2022-2024 The Claridges LLC Qualified Private Community Service Agreements |
| 5. | Resolution No. 2021-__ | Authorizing Submission Of Strategic Plan – Municipal Alliance Grant – FY 2023 |
| 6. | Resolution No. 2021-__ | Appointing 2022 CDBG Representatives |
| 7. | Resolution No. 2021-__ | Authorizing Competitive Contracting for Pool Concession |
| 8. | Resolution No. 2021-__ | Authorizing Contract – Capital Supply |
| 9. | Resolution No. 2021-__ | Authorizing Tax Collector to Cancel 2017 Tax Overpayments |
| 10. | Resolution No. 2021-__ | Authorizing Agreement To Reimburse Payment of Retiree Health Benefits Costs |
| 11. | Resolution No. 2021-__ | Executive Session |

L. LICENSES AND PERMITS

M. ADDENDUM

N. NEW/UNFINISHED BUSINESS

- | | | |
|-----|---|---------------------------------|
| 1. | Council Appointments | Term Expires |
| a. | Municipal Alliance Committee | |
| i. | Kristina Oliver Public Member | Unexpired Term Ending 6/31/2023 |
| ii. | Catherine Wolverton Public Member | Unexpired Term Ending 6/31/2023 |
| b. | Open Space Trust Fund Advisory Committee | |
| i. | Chris Duffy Public Member | 6/30/2024 |
| 2. | Continued discussion on DEI Subcommittee | |
| 3. | Continued discussion on Stormwater Management | |
| 4. | Continued discussion on 2021-2023 Goals | |

O. PUBLIC COMMENT

P. EXECUTIVE SESSION

- | | |
|----|--|
| 1. | Personnel Matters pursuant to <i>N.J.S.A. 10:4-12(8)</i> |
| | - 2021 and 2022 Salary Ordinances – Exempt Employees |
| | - Planning Board vacancy |
| | - Township Manager vacancy – employment, appointment, terms & conditions of employment |

Q. ADJOURNMENT

TOWNSHIP COUNCIL AGENDA

DECEMBER 20, 2021

*The Public Comment period for the public hearing for ordinances and the Consent Agenda is limited to just those specific items. However, the public may speak on any matter during the Hearing Adoption or Amendment of Ordinance (listed on the agenda as item "G"), Public Comment on Consent Agenda Items (listed on the agenda as item "I") or general Public Comment (listed on the agenda as item "O") on this agenda. At that time, anyone from the public wishing to speak will be prompted to raise his/her virtual hand. You may do so by pressing the "raise hand" button on your monitor or, if dialing in by phone, press *9. You will be recognized and advised that you are unmuted. Your comments will be limited to four (4) minutes.*

Any member of the public may submit written communication in lieu of addressing the Township Council live during the Hearing Adoption or Amendment of Ordinance (listed on the agenda as item "G"), Public Comment on Consent Agenda Items (listed on the agenda as item "I") or general Public Comment (listed on the agenda as item "O") by sending comments to the Township Clerk via electronic mail at TownshipClerk@VeronaNJ.org or by written letter delivered to the Township Clerk by 4:30 p.m. on the day of the meeting. All written comments shall be read aloud during the public meeting at the appropriate time.

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2021-____

CHAPTER 69 (OPEN SPACE, RECREATION AND FARMLAND AND
HISTORIC PRESERVATION TRUST FUND), ARTICLE II (OPEN SPACE
TRUST FUND ADVISORY COMMITTEE), SECTION 14 (POWERS AND
DUTIES) TO CORRECT AN ERROR IN CODIFICATION

WHEREAS, the Township Council adopted Ordinance No. 2019-36 on December 20, 2019 establishing Chapter 98 (Open Space, Recreation, and Farmland and Historic Preservation Trust Fund) of the Code of the Township of Verona; and

WHEREAS, the Township Code was revised by the Ordinance No. 2020-26 on December 29, 2020 and Chapter 98 was recodified as Chapter 68; and

WHEREAS, § 1-7(c)(8) of Ordinance No. 2020-26 changed all references to “Mayor” to read “Township Manager” except such references in Chapter 5, Administration of Government and §§ 55-1A and 55-2A and neglected to exempt the reference to the “Mayor” in § 69-14(E); and

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

SECTION 1. Paragraph E of Chapter 69 (Open Space, Recreation and Farmland and Historic Preservation Trust Fund), Article II (Open Space Trust Fund Advisory Committee), Section 14 (Powers and duties) is hereby amended in part to read as follows **[additions bracketed in bold type, deletions in bold type with strikethrough]**:

The ~~Township Manager~~ **[Mayor]** if appointed as a member of the Committee or the senior most Councilmember on the Committee shall serve as Chairperson of the Open Space Trust Fund Advisory Committee, and the Open Space Trust Fund Advisory Committee shall select from among the six citizen members a Vice Chairman to serve as a presiding officer in the absence of the Chairman. The Township Clerk shall serve as the Secretary to the Committee whose function shall be to maintain minutes of the Committee's meeting and record of the proceedings of the Committee.

SECTION 2. In case any one or more of the provisions of this Ordinance shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 3. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 4. All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX.

JENNIFER KIERNAN
MUNICIPAL CLERK

INTRODUCTION:
PUBLIC HEARING:
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2021-__

A motion was made by _____; seconded by _____ that the following resolution be adopted:

**RESOLUTION DESIGNATING A REDEVELOPER AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH VERONA
SUNSET URBAN RENEWAL, LLC CONCERNING PROPERTY IDENTIFIED
AS BLOCK 303, LOT 4 ON THE TOWNSHIP TAX MAPS**

WHEREAS, by Resolution No. 2019-140 adopted on August 19, 2019, the Township Council of the Township (the "**Township Council**") designated Block 303, Lot 4, commonly known as 1 Sunset Avenue, as a non-condemnation area in need of redevelopment (the "**Redevelopment Area**") in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"); and

WHEREAS, on January 31, 2020, the Township and Spectrum 360, LLC (the owner of the school located on the Redevelopment Area and an affiliate of Redeveloper) entered into that certain First Amended and Restated Settlement Agreement (the "**Settlement Agreement**") with respect to Spectrum 360, LLC's intervention in the matter entitled In the Matter of the Application of the Township of Verona, a municipal corporation of the State of New Jersey, Docket No. ESX-L-4773-15; and

WHEREAS, by the adoption of Ordinance No. 2020-01 on March 8, 2021, the Township Council duly adopted a redevelopment plan for the Redevelopment Area entitled, "The Sunset Avenue Redevelopment Area Redevelopment Plan", which was thereafter amended by the adoption of Ordinance No. 2021-14 on June 21, 2021 (as the same may be further amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, an affiliate of Verona Sunset Urban Renewal, LLC (the "**Redeveloper**") is the owner of the Redevelopment Area; and

WHEREAS, on June 7, 2021, the Township adopted Resolution No. 2021-082 designating the Redeveloper as redeveloper of the Redevelopment Area in accordance with the Redevelopment Law for a period of 6 months during which time the Redeveloper must enter into a redevelopment agreement with the Township; and

WHEREAS, Redeveloper and the Township are in the process of executing a previously approved financial agreement providing for payments in lieu of taxes in accordance with the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*, in connection with the redevelopment of the Redevelopment Area (the "**Financial Agreement**"); and

WHEREAS, the Redeveloper has proposed to undertake the following actions, in accordance with the terms of this Agreement, the Redevelopment Plan and the Settlement Agreement, design, develop, finance, construct, operate and maintain: (i) a multi-family rental housing development including one, residential building of no more than four stories including parking, containing one hundred eighty-five (185) market-rate multi-family residential units (all of which shall be either one-bedroom or two-bedroom units); (ii) fifteen (15) multifamily residential units affordable to very low, low and moderate income households located within the same building as the market-rate units; (iii) associated parking, including electric vehicle charging stations as required by the Redevelopment Plan; (iv) associated amenities for the residential units; and (v) all necessary infrastructure improvements, (collectively, the "**Project**"); and

WHEREAS, in order to effectuate the Redevelopment Plan and the redevelopment of the Redevelopment Area, the Township desires to designate Redeveloper as the redeveloper of the Redevelopment Area and to authorize the execution of a redevelopment agreement with the Redeveloper (in the form attached hereto as Exhibit A, the "**Redevelopment Agreement**").

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona as follows:

1. The preamble to this Resolution is hereby incorporated as if more fully set forth herein.

2. The Redeveloper is hereby designated as the “redeveloper” of the Redevelopment Area pursuant to the Redevelopment Law.

3. The Township Manager and Municipal Clerk are hereby authorized and directed to execute the Redevelopment Agreement, in the form attached hereto as Exhibit A, with such changes, omissions or amendments as the Township Manager deems appropriate in consultation with the Township’s redevelopment counsel, planning consultant and other professionals.

4. This resolution shall take effect immediately.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

EXHIBIT A
REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF VERONA

AND

VERONA SUNSET URBAN RENEWAL LLC

FOR

BLOCK 303, LOT 4

1 SUNSET AVENUE

IN THE

**TOWNSHIP OF VERONA
ESSEX COUNTY, NEW JERSEY**

DATED AS OF ____2021

This **REDEVELOPMENT AGREEMENT** (the “**Agreement**”), is made as of the ____ day of _____, 2021, by and between the **TOWNSHIP OF VERONA** with offices located at 600 Bloomfield Avenue, Verona, New Jersey 07044 (the “**Township**”) and **VERONA SUNSET URBAN RENEWAL, LLC**, with offices located at 16 Microlab Road, Suite A, Livingston, New Jersey 07039 (the “**Redeveloper**”; each of the Township and the Redeveloper hereinafter a “**Party**”, and collectively, the “**Parties**”).

SECTION 1. RECITALS

WHEREAS, the Township is a political subdivision of the State of New Jersey (the “**State**”), located in the County of Essex; and

WHEREAS, by Resolution No. 2019-140 adopted on August 19, 2019, the Township Council of the Township (the “**Township Council**”) designated Block 303, Lot 4, commonly known as 1 Sunset Avenue, as a non-condemnation area in need of redevelopment (the “**Redevelopment Area**” or “**Project Site**”) in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

WHEREAS, on January 31, 2020, the Township and Spectrum 360 (the owner of the school located on the Project Site) entered into that certain First Amended and Restated Settlement Agreement (the “**Settlement Agreement**”) with respect to Spectrum 360, LLC’s intervention in the matter entitled In the Matter of the Application of the Township of Verona, a municipal corporation of the State of New Jersey, Docket No. ESX-L-4773-15; and

WHEREAS, by the adoption of Ordinance No. 2020-01 on March 8, 2021, the Township Council duly adopted a redevelopment plan for the Redevelopment Area entitled, “The Sunset Avenue Redevelopment Area Redevelopment Plan”, which was thereafter amended by the adoption of Ordinance No. 2021-14 on June 21, 2021 (as the same may be further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Redeveloper is the contract purchaser of the Redevelopment Area; and

WHEREAS, on June 7, 2021, the Township adopted Resolution No. 2021-082 designating the Redeveloper as redeveloper of the Redevelopment Area in accordance with the Redevelopment Law for a period of 6 months during which time the Redeveloper must enter into a redevelopment agreement with the Township; and

WHEREAS, Redeveloper and the Township entered into a financial agreement providing for payments in lieu of taxes in accordance with the Long Term Tax Exemption Law

(defined below) in connection with the redevelopment of the Redevelopment Area (the “**Financial Agreement**”); and

WHEREAS, the Redeveloper has proposed to undertake the following actions, in accordance with the terms of this Agreement, the Redevelopment Plan and the Settlement Agreement, design, develop, finance, construct, operate and maintain: (i) a multi-family rental housing development including one, residential building of no more than four stories including parking, containing one hundred eighty-five (185) market-rate multi-family residential units (all of which shall be either one-bedroom or two-bedroom units); (ii) fifteen (15) multifamily residential units affordable to very low, low and moderate income households located within the same building as the market-rate units; (iii) associated parking, including electric vehicle charging stations as required by the Redevelopment Plan; (iv) associated amenities for the residential units; and (v) all necessary infrastructure improvements (items (i) through (v), as more specifically described in Section 4.1 herein, collectively, the “**Project**” or “**Redevelopment Project**”); and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the redevelopment of the Redevelopment Area, the Township has determined to enter into this Agreement with the Redeveloper, which Agreement designates Redeveloper as the exclusive “redeveloper” of the Project in accordance with the Redevelopment Law and which specifies the respective rights and responsibilities of the Parties with respect to the Project.

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

SECTION 2. DEFINITIONS

2.1 Definitions. When used in this Agreement the following words, phrases or terms shall have the following meanings:

Abandonment shall mean the act of relinquishing all right, title and interest in and to the Redevelopment Project without vesting such right, title and interest in any other person pursuant to the terms of this Agreement or a suspension of construction after obtaining a building permit or Commencement of Construction without the prior knowledge and consent of the Township for more than one hundred eighty (180) days (unless such suspension arises out of an event of Force Majeure).

Administrative Agent shall have the meaning set forth in Section 4.9.

Affiliate shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Affordable Units shall have the meaning set forth in Section 4.9.

Agreement shall have the meaning set forth in the Recitals.

Applicable Laws shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the MLUL, applicable Council on Affordable Housing regulations, UHAC, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable 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.

Approvals shall mean all final and unappealable governmental and quasi-governmental approvals, permits, licenses, agreements and capacity reservations from any and all governmental and quasi-governmental authorities having jurisdiction over the Project Site and/or the Redevelopment Project, and/or utility company serving the Project Site that are required as a condition to the Commencement of Construction of the Redevelopment Project, and as may be required to allow the Redevelopment Project to be fully constructed and made fully operational, including, but not limited to, local and county planning approvals, DEP permits and approvals, construction permits, “will-serve” letters from utility providers, any approvals and permits needed from the Township of Montclair, and other various federal, State and local approvals; excluding, however, approvals, permits and the like (i.e. building permits and certificates of occupancy) normally obtained in the ordinary course of construction.

Bond shall have the meaning set forth in Section 4.3.

Certificate of Completion shall have the meaning set forth in Section 4.6.

Certificate of No Default shall have the meaning set forth in Section 12.6.

COAH shall mean the Council on Affordable Housing of the State established by the Fair Housing Act, as the same may be amended from time to time.

Commencement of Construction shall mean the date upon which construction force and machinery are mobilized for the construction of the Project in accordance with the Approvals, including demolition.

Concept Plan shall mean concept plans for the Redevelopment of the Project Site, attached hereto as Exhibit A.

Contamination shall mean the presence of Hazardous Substances in, on, under, over, or emanating from any property in violation of applicable Environmental Laws.

Court shall mean the Superior Court of New Jersey Law Division, Essex County.

Declaration shall have the meaning set forth in Section 15.12.

Deed Restriction Period shall have the meaning set forth in Section 4.9(b).

Default shall have the meaning set forth in Section 12.1.

Default Notice shall mean such notice to a defaulting party as defined in Section 12.3.

DEP shall mean the New Jersey Department of Environmental Protection.

Effective Date shall mean the date first written above.

Environmental Laws shall mean any applicable federal, state, local, municipal or other statutes, laws, ordinances, rules, regulations or other legally enforceable requirement, whether presently existing or hereinafter enacted, promulgated or otherwise created for the protection of the environment or human health from Hazardous Substances, as the same may be amended or supplemented from time to time, including, without limitation, (a) the New Jersey Spill Compensation and Control Act, as amended, *N.J.S.A. 58:10-23.11, et seq.*; (b) the New Jersey Industrial Site Recovery Act, as amended, *N.J.S.A. 13:1K-6, et seq.*; (c) the New Jersey Leaking Underground Storage Tank Act, as amended, *N.J.S.A. 58:10-21, et seq.*; (d) The New Jersey Site Remediation Reform Act, *N.J.S.A. 58:10C-1, et seq.*; (e) the Comprehensive Environmental Response, Compensation & Liability Act, as amended, 42 *U.S.C. Section 9601, et seq.*; (f) the Resource Conservation and Recovery Act, as amended, 42 *U.S.C. Section 6901, et seq.*; (g) the Hazardous Material Transportation Act, as amended, 49 *U.S.C. Section 180, et seq.*; or (h) the Occupational Safety and Health Act, as amended, 29 *U.S.C. Section 651, et seq.*

Event of Default shall have the meaning set forth in Section 12.3.

Fair Housing Act shall mean the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.*

Financial Agreement shall mean an agreement to be entered into by and between the Township and the Redeveloper, pursuant to the Long Term Tax Exemption Law, governing the exemption from taxation of all or a portion of the Redevelopment Project and the payment by Redeveloper to the Township of payments in lieu of taxes.

Force Majeure shall have the meaning set forth in Section 15.1.

Foreclosure shall have the meaning set forth in Section 13.6.

Hazardous Substances shall mean any and all elements, compounds, substances, materials, or wastes, whether solid, liquid or gaseous, which are either defined or referred to as hazardous or toxic or as pollution or a pollutant or contaminant under Environmental Laws.

Holder shall have the meaning set forth in Section 13.1.

Immediate Family Member shall mean a spouse, child or grandchild of Redeveloper.

Infrastructure Improvements shall have the meaning set forth in Section 4.3.

Institutional Financing shall mean the loans from banks, insurance companies, pension funds and other institutional lenders obtained by Redeveloper to fund Redevelopment Project costs.

Long Term Tax Exemption Law shall mean the New Jersey Long Term Tax Exemption Law, codified at *N.J.S.A. 40A:20-1 et seq.*

MLUL shall mean the Municipal Land Use Law, codified at *N.J.S.A. 40:55D-1 et seq.*

Parties shall mean both the Township and Redeveloper together and shall not refer to any other person or entity. Any one of the Parties may be referred to as a “**Party**”.

Permitted Transfers shall have the meaning set forth in Section 9.1(c).

Person shall mean an individual, corporation, limited liability company or other legal entity legally empowered to hold and convey title to real property in its own name under the laws of the State.

Planning Board shall mean the Township of Verona Planning Board.

Project shall have the meaning set forth in Section 4.1.

Project Documents shall have the meaning set forth in Section 12.7.

Project Improvements shall mean those buildings, Infrastructure Improvements, amenities or utilities necessitated by, associated with, desired or required by the implementation of the Project in accordance with Applicable Laws, including but not limited to all facilities, amenities, on and off-street parking, streetscape improvements, landscaping, fencing,

enhancements or improvements required to be made to roadways to permit or control the flow of traffic, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities.

Project Schedule shall mean Exhibit B attached hereto.

Project Site shall have the meaning set forth in the Recitals.

Redeveloper shall have the meaning set forth in the Recitals, together with any permitted successors and assigns.

Redevelopment shall mean the design and construction of the Redevelopment Project.

Redevelopment Area shall have the meaning set forth in the Recitals.

Redevelopment Law shall have the meaning set forth in the Recitals.

Redevelopment Plan shall have the meaning set forth in the Recitals.

Redevelopment Project shall have the meaning set forth in Section 4.1.

Remediation when used in this Agreement shall mean all necessary actions to investigate and cleanup or respond to any known, suspected, or threatened discharge, including, as necessary, the preliminary assessment, site investigation, remedial investigation and remedial action.

Settlement Agreement shall have the meaning set forth in the Recitals, which is attached hereto as Exhibit C.

State shall have the meaning set forth in the Recitals.

Substantial Portion shall have the meaning set forth in Section 15.7.

Third Party means a Person or entity, including but not limited to a governmental entity, other than (a) the Township; (b) any agent, employee, agency, board, elected official or representative of the Township; (c) Redeveloper; (d) any member, shareholder, partner, officer, representative, employee or agent of Redeveloper; or (e) any entity owned or controlled by, under common control with, or that owns or controls, Redeveloper or any member, shareholder or partner of Redeveloper.

Township shall have the meaning set forth in the Recitals.

Township Council shall have the meaning set forth in the Recitals.

Township Default shall have the meaning set forth in Section 12.2.

Township Indemnified Parties shall mean the Township, its Township Manager, Township Councilmembers, officers, agents, employees, contractors, boards, departments, officials and consultants.

Transfer shall have the meaning set forth in Section 9.1(b).

UHAC shall mean the Uniform Housing Affordability Controls, *N.J.A.C. 5:80-26.1, et seq.*, as same may be amended, or any successor laws or regulations.

2.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires: (a) the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the Effective Date; (b) words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa; (c) all references to Recitals, Articles, or Sections shall, unless otherwise indicated, mean the Recitals, Articles or Sections hereto; (d) any headings preceding the texts of the several Articles and Sections of this Agreement, any table of contents or marginal notes appended to copies hereof, and the Recitals hereto shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect; (e) unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person hereunder shall be in writing and shall not be unreasonably withheld, conditioned, or delayed; (f) all notices to be given hereunder and responses thereto shall also be in writing and shall be given, unless a certain number of days is specified, within a reasonable time; (g) unless otherwise indicated, any “fees and expenses” shall be required to be customary and reasonable; and (h) “knowledge” shall mean actual knowledge of an officer of the applicable Party after due investigation and inquiry.

SECTION 3. OVERVIEW

3.1 Purpose and Background. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Township and Redeveloper in connection with the Redevelopment of the Project Site. Redeveloper is hereby designated the exclusive “redeveloper” of the Project Site for the purpose of undertaking the Redevelopment Project.

SECTION 4. THE REDEVELOPMENT PROJECT

4.1 Redevelopment Project. The “Redevelopment Project” shall consist of: (i) a multi-family rental housing development including one, residential building of no more than four stories including parking, containing one hundred eighty-five (185) market-rate multi-family residential units (all of which shall be either one-bedroom or two-bedroom units); (ii) fifteen (15) multifamily residential units affordable to very low, low and moderate income households located within the same building as the market-rate units; (iii) associated parking, including electric vehicle charging stations as required by the Redevelopment Plan; (iv) 10,000 square feet of associated amenities for the residential units, including but not limited to a pool and landscaped courtyards; and (v) all necessary Infrastructure Improvements, all in accordance with the Redevelopment Plan, and the Concept Plan.

The Redeveloper agrees to undertake the Redevelopment Project. The Redeveloper further agrees that, notwithstanding the Redevelopment Law, it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of existing utilities, easements and parking spaces therefor, in order to complete the Redevelopment Project as provided by this Agreement. Redeveloper shall exercise reasonable efforts to ensure the effective coordination between the Project Improvements and shall cooperate with the Township to insure that the implementation of the Redevelopment Project does not interfere with the operation of existing utilities. Redeveloper agrees to provide or cause to be provided all performance and maintenance bonds as required by a separate developer’s agreement to be entered into between the Township and the Redeveloper.

4.2 Designation of Redeveloper. Redeveloper has been and hereby is designated as Redeveloper for the Redevelopment Project and Redeveloper shall have the exclusive right to redevelop and implement the Redevelopment Project on the Project Site in accordance with the terms and conditions of this Agreement.

4.3 Infrastructure Improvements. (a) Improvements Defined. Redeveloper acknowledges that certain infrastructure improvements (all items listed in this Section 4.3(a) collectively, the “Infrastructure Improvements”) may be necessary in connection with the implementation of the Project. In accordance with the Settlement Agreement and the Redevelopment Plan, Redeveloper, at Redeveloper’s sole cost and expense, shall provide all

necessary engineering studies for, and construct and install all municipal infrastructure and capacity enhancements or upgrades required in connection with the provision of water, sanitary sewer, and stormwater sewer service to the Project, in addition to all required tie-in or connection fees, that may be required in connection with the Project, but only as may be required in accordance with Applicable Law and the Redevelopment Plan.

(b) Time for Completion. All Infrastructure Improvements shall be completed: (i) prior to the issuance of the first Certificate of Occupancy or Temporary Certificate of Occupancy for the Project; or (ii) at such later time as may be approved by the Township Engineer, in his reasonable discretion.

4.4 Project Schedule. Redeveloper will diligently implement and complete the Redevelopment Project in accordance with the Project Schedule, subject to the terms of this Agreement and subject only to relief resulting from events of Force Majeure. The Parties agree and acknowledge that adherence to the Project Schedule is of the essence in this Agreement. Notwithstanding the Project Schedule, Redeveloper may attempt to implement each task whenever possible earlier than the dates set forth for such tasks in the Project Schedule. If Redeveloper fails to meet a completion date set forth on the Project Schedule or determines that it will fail to meet a completion date, Redeveloper shall promptly provide notice to the Township stating: (a) the reason for the failure to complete the applicable task, (b) Redeveloper's schedule for completing such task and (c) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant extended completion dates. The Redeveloper may request the Township's consent for extensions of the Project Schedule, which may be granted via the adoption of a resolution and consent for such extensions shall not be unreasonably withheld by the Township.

4.5 Commencement of Redevelopment Project. Redeveloper agrees that Commencement of Construction shall occur in accordance with the Project Schedule and shall progress in accordance with the time frames set forth in the Project Schedule. After Commencement of Construction, Redeveloper will thereafter diligently and continuously prosecute construction of the Redevelopment Project to completion in accordance with the Project Schedule.

4.6 Certificate of Completion. The completion of the Project Improvements shall be evidenced by a certificate issued by the Township in the recordable form substantially attached

hereto and made a part hereof as Exhibit E (the “**Certificate of Completion**”) stating that: (a) all the Project Improvements have been completed in accordance with the approved final site plan and (b) a final Certificate of Occupancy, if required, has been issued for the Project Improvements. If the Township determines that Redeveloper is not entitled to a Certificate of Completion, the Township shall, within ten (10) days of receipt of Redeveloper’s certification, provide Redeveloper with a written statement, specifying in reasonable detail the reasons the Township refused or failed to furnish a Certificate of Completion, and describing the measures or acts reasonably necessary, in the opinion of the Township, that the Redeveloper must take or perform in order to obtain such Certificate of Completion, which reasons shall be consistent with the requirements of this Agreement, the Approval and/or the Redevelopment Plan. Upon Redeveloper’s completion of the actions deemed reasonably necessary by the Township consistent with the requirements of this Agreement, the Approval and/or the Redevelopment Plan, it shall forthwith issue the Certificate of Completion.

The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to Redeveloper’s obligation to construct the Project Improvements within the dates for the commencement and completion of same. Upon issuance of the Certificate of Completion, the conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment shall be deemed to no longer exist, and the Declaration shall be released.

4.7 Certificates of Occupancy. The Township, in accordance with Applicable Laws then in effect, upon application of Redeveloper, shall issue certificates of occupancy or temporary certificates of occupancy from time to time, as applicable, for individual residential units, as may be necessary to enable Redeveloper to lease same to third parties.

4.8 Approval of Project Concept; Pre-Approval of Site Plan. Subject to review and approval of site plans, the Township approves of the Concept Plan. Any material modifications to the Concept Plan will require approval of the Township and Redeveloper.

Furthermore, Redeveloper acknowledges that it will be required to submit proposed site plan applications to the Township Council (or, at the Township’s option, to a subcommittee organized by the Township Council) prior to submission to the Planning Board. Confirmation by the Township Council (or a subcommittee organized thereby) stating that the application is

consistent with the Redevelopment Plan and this Agreement shall be a required element of any application for site plan approval, and the Planning Board shall deem any application for site plan approval lacking such confirmation to be incomplete. The Township Council shall make a determination as to whether the Redeveloper's proposed site plan application is consistent with the Redevelopment Plan within forty-five (45) days of submission.

4.9 Affordable Housing Obligation. Pursuant to the Settlement Agreement, the Redevelopment Project is an inclusionary development and shall include fifteen (15) rental units affordable to very low, low and moderate income households (the "**Affordable Units**"), which the Township agrees to apply towards satisfaction of the Township's obligations under the Fair Housing Act, applicable COAH regulations and the Settlement Agreement. As further described in the Settlement Agreement:

(a) The Affordable Units shall comply with UHAC, applicable COAH affordable housing regulations, the Settlement Agreement, any applicable order of the Court and other Applicable Laws.

(b) The Redeveloper shall have an obligation to deed restrict the Affordable Units as very low, low or moderate income affordable units in accordance with subsections (c) and (d) hereof for a period of thirty (30) years (the "**Deed-Restriction Period**") so that the Township may count the Affordable Units against its obligation to provide family rental affordable housing. The deed restriction shall be provided to the Township for its review for compliance with the terms of the Redevelopment Plan, the Settlement Agreement and this Agreement prior to recordation and filed by the Redeveloper prior to the Township issuing the Certificate of Completion for the Project Improvements. The Parties agree that the affordability controls shall expire at the end of thirty (30) years after the date of the initial occupancy of the respective Affordable Unit. At the end of the Deed Restriction Period, the Township shall cooperate with the Redeveloper, at no cost to the Township, to facilitate the Redeveloper's ability to exercise its right to have the deed restriction last for only thirty (30) years subject to the requirements of *N.J.A.C. 5:80-26.1 l(b)* of UHAC.

(c) Redeveloper's obligation includes, but is not limited to, the Redeveloper's obligation to comply with bedroom distribution requirements, income distribution requirements, pricing requirements, integration of Affordable Units, affirmative marketing requirements,

candidate qualification and screening requirements and deed restriction requirements under UHAC.

(d) Redeveloper shall contract with an experienced and qualified administrative agent (“**Administrative Agent**”) reasonably acceptable to the Township or approved by COAH for the administration of the Affordable Units and shall have the obligation to pay all costs associated with properly deed restricting the Affordable Units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. Redeveloper and the Administrative Agent shall work with the Township regarding any affordable housing monitoring requirements imposed by COAH or the Court. Redeveloper shall provide, within sixty (60) days of written notice, detailed information requested by the Township or the Administrative Agent concerning Redeveloper’s compliance with UHAC and other applicable laws.

(e) The Parties agree that the Affordable Units are to be included in the Affordable Housing Plan to be approved and credited by the Court in the Compliance Action (as defined in the Settlement Agreement), and that the credits will be applied against any Round 3 obligation assigned to the Township.

(f) In the event the Redeveloper receives all Approvals to construct the Project and as a specific condition thereof, the Redeveloper shall pay to the Township Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00), which the Township shall immediately deposit into the Township’s Affordable Housing Trust Fund for use in accordance with applicable law, which payment shall be made upon the later of the purchase of the Property by Redeveloper or the Redeveloper’s receipt of all Approvals.

4.10 Township of Montclair. A portion of the Project Site is located within the Township of Montclair. The Redeveloper shall be responsible, at its sole cost and expense, for obtaining any and all approvals or permits required by the Township of Montclair for construction of the Project.

**SECTION 5. EASEMENTS/NO RELIANCE
ON OTHER INVESTIGATIONS**

5.1 Existing Easements. The Project Site, as well as many of the surrounding contiguous properties, may contain numerous easements, rights-of-way and developer's agreements which will play a significant and vital role in the redevelopment of the Redevelopment Area. The Redeveloper shall be responsible for preparing a survey illustrating all covenants, restrictions, easements, rights-of-ways and agreements of record on the Project Site and surrounding contiguous properties which may impact the redevelopment of the Project Site. The Redeveloper shall be responsible for amending these covenants, restrictions, easements, rights-of-ways and agreements in order to comply with the requirements of this Agreement and the Redevelopment Plan.

5.2 No Reliance On Other Investigations. Redeveloper further agrees, acknowledges and represents that, subject to the terms hereof, Redeveloper is entering into this Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Agreement solely in reliance on and as a result of Redeveloper's own investigations and efforts and at Redeveloper's sole risk, understanding that any such investigations, examinations and inspections may not reveal any or all adverse or existing conditions, aspects or attributes of any such property.

SECTION 6. ENVIRONMENTAL

6.1 Environmental Obligations and Indemnification. The Parties expressly agree and acknowledge that it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all Remediation, compliance, environmental testing, and/or other analyses for the Project Site, and that the Township has no obligation or liability whatsoever with respect to the environmental condition of the Project Site, or any other parcels which may claim Contamination arising from the Project Site.

SECTION 7. REDEVELOPMENT PROJECT OVERSIGHT

7.1 Progress Meetings. Redeveloper agrees to attend and participate in progress meetings every six (6) months with representatives of the Township to report on the status of the Redevelopment Project and to review the progress under the Project Schedule. The meetings shall be held virtually, or in person at the Township's Municipal Building or other convenient

location in the Township. Prior to the meeting, subject to the terms of Section 7.3 below, the Township engineer may visit the Project Site to inspect the progress of the work on the Redevelopment Project. Redeveloper shall prepare the agenda for the progress meeting in advance of the meeting (which shall include, *inter alia*, any agenda items reasonably requested by the Township) and shall provide information to the Township at the meetings regarding the Redevelopment Project progress including but not limited to property acquisition, Approval submissions, financial commitments, construction of Project Improvements, compliance with the Redevelopment Plan and activities concerning marketing and leasing, if applicable. At the meeting, this information will be evaluated by the Township to determine compliance with the terms and conditions of this Agreement and the Project Schedule, and shall promptly thereafter advise the Redeveloper of the result of such evaluation.

7.2 Progress Reports. Commencing on the first day of the second month after the Effective Date of this Agreement, Redeveloper shall submit to the Township a quarterly written progress report which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed.

7.3 Access to Project Site. Upon reasonable advance written notice, but in no event less than 72 hours advanced written notice (except for Township construction code officials, fire officials, public safety personnel and the like performing their duties in the ordinary course, who shall not be obligated to provide advance written notice) the Township and its authorized representatives shall have the right to enter the Project Site to inspect the site and any and all work in progress for the purpose of furthering its interest in this Agreement. Such entrance shall be for informational purposes and shall not relieve Redeveloper of its obligation to implement the Redevelopment Project in accordance with this Agreement. In no event shall the Township's inspection of the Redevelopment Project be deemed acceptance of the work or be deemed to waive any right the Township has under this Agreement. Any such entry shall be subject to reasonable restrictions by Redeveloper typical of an active construction site and any persons present at the Project Site shall comply with all applicable health and safety rules established by

the Redeveloper or the general contractor for personnel present on the Project Site. Such measures may include a need to be accompanied by Project personnel when visiting the Project Site.

SECTION 8. REPRESENTATIONS AND WARRANTIES

8.1 The Redeveloper. Redeveloper represents and warrants as follows:

- (a) it is a limited liability company duly created under the laws of the State and is duly organized and existing in good standing;
- (b) it has full power and authority to enter into this Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder;
- (c) the execution, delivery and performance by Redeveloper of this Agreement has been duly authorized and the person executing this Agreement on its behalf is authorized to do so and that this Agreement constitutes a valid and legally binding obligation of Redeveloper, enforceable in accordance with its terms;
- (d) subject to obtaining Institutional Financing or other private or equity financing, it is financially capable to undertake and fulfill the obligations of Redeveloper hereunder;
- (e) Redeveloper has the necessary expertise, qualifications, staff and resources to undertake and fulfill the obligations hereunder;
- (f) except for litigation entitled First Ridge Alliance, Inc. v. Township of Verona, and Mayor and Council of the Township of Verona, Docket No. ESX-L-3739-19 and First Ridge Alliance, Inc. v. Township of Verona, and Mayor and Council of the Township of Verona, Docket No. ESX-L-3530-21, there is no action, proceeding or investigation now pending or threatened, 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 them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in its property, assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement;
- (g) the execution, delivery, or performance of this Agreement will not constitute a violation of any of Redeveloper's organizational documents, or of any mortgage, indenture, instrument, judgment or other agreement to which it is a party or by which it is bound;
- (h) that Redeveloper is majority owned and controlled by Howard Schwartz, Larry Pantirer, Alan Pines, Jonathan Schwartz, Marshall Tycher, and Carl Goldberg; and
- (i) that Redeveloper is the contract purchaser of the Project Site.

8.2 The Township. The Township represents and warrants as follows:

(a) the designation of the Redevelopment Area, the adoption of the Redevelopment Plan and the designation of Redeveloper were done (and any amendment thereto will be done) in conformance with the Redevelopment Law, the adoption of the Redevelopment Plan was duly authorized in accordance with Redevelopment Law and the Township Council is duly and properly acting as the redevelopment entity for the Township pursuant to the Redevelopment Law;

(b) it is executing this Agreement in its capacity as a political subdivision of the State located in the County of Essex, as the designated redevelopment entity; the execution, delivery and performance by the Township of this Agreement has been duly authorized and the person executing this Agreement on its behalf is authorized to do so; and this Agreement constitutes a valid and legally binding obligation of the Township, enforceable in accordance with its terms;

(c) except for litigation entitled First Ridge Alliance, Inc. v. Township of Verona, and Mayor and Council of the Township of Verona, Docket No. ESX-L-3739-19 and First Ridge Alliance, Inc. v. Township of Verona, and Mayor and Council of the Township of Verona, Docket No. ESX-L-3530-21, there is no action, proceeding or investigation now pending or threatened, 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 them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in its agency, property, assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement; and

(d) it has full power and authority to enter into this Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder.

SECTION 9. REDEVELOPER COVENANTS

9.1 Redeveloper Covenants. Redeveloper covenants and agrees that:

(a) Redeveloper shall not use the Project Site or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals and this Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with the Redevelopment Law.

(b) Except as permitted in Section 9.1(c) below, prior to the issuance of a Certificate of Completion for the Redevelopment Project or any part thereof, pursuant to *N.J.S.A. 40A:12A-9(a)*, Redeveloper shall not, without the prior written consent of the Township in its reasonable discretion: (i) effect or permit any change, directly or indirectly, in the majority ownership of more than fifty percent (50%) or control of Redeveloper (whether in one transaction or by virtue of the combined effect of more than one transaction), provided, however, that the Township will not unreasonably withhold consent to a transfer of a majority or greater interest in Redeveloper (or in an Affiliate of Redeveloper) to a reputable financial institution for *bona fide* financing purposes, provided that the current members of Redeveloper remain in control of the entity, (ii) assign or attempt to assign this Agreement or any rights herein or in the Project Site, (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Site or the Redevelopment Project; or (iv) pledge, or transfer all or substantially all of its assets (collectively, a “**Transfer**”). If Redeveloper proposes a Transfer, other than as set forth above, Redeveloper will promptly provide to the Township for its consideration information concerning the proposed transferee, including, but not limited to, current audited financial statements for the proposed transferee and any other documentation reasonably requested by the Township pertaining to the transferee’s identity, principals, qualifications, reputation and financial condition. If a Transfer is approved by the Township, the transferee, by written document acceptable in form and substance to the Township, for itself and its successors and assigns, and for the benefit of the Township, shall expressly assume all of the obligations of Redeveloper under this Agreement applicable to the property interest conveyed with such sale, assignment or transfer and shall agree to be subject to all the conditions and restrictions to which Redeveloper is subject hereunder, including the restrictions regarding the right to subsequent transfers. All relevant instruments and other legal documents proposed to effect any such

transfer shall be submitted to the Township, and if the transferee is approved by the Township, such approval shall be indicated to Redeveloper in writing.

(c) Redeveloper, without violating the provisions of Section 9.1(b), may, subject to the requirements of *N.J.S.A. 40A:12A-9(a)* effect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township (the “**Permitted Transfers**”): (i) Transfers to an Affiliate of Redeveloper; (ii) leases to residential tenants; (iii) mortgages to secure Institutional Financing for acquisition of the Project Site and/or the construction of the Redevelopment Project; (iv) environmental covenants and restrictions imposed by DEP as a condition of any permit or Approval; (v) any direct or indirect transfer of any interest in Redeveloper to a Person not presently holding an interest in Redeveloper, provided that the transfer is for less than fifty percent (50%) of the ownership interest of Redeveloper and otherwise does not change the control of Redeveloper; (vi) granting of easements, deed restrictions and licenses required for utilities or in connection with development approvals; (vii) transfers by means of inheritance, devise or bequest or by operation of law upon an Immediate Family Member, or a trust established for the benefit of such Immediate Family Member; and (viii) any contract or agreement which effectuates any of the foregoing exceptions. With respect to any of the Permitted Transfers listed in this Section 9.1(c), Redeveloper shall provide to Township written notice within thirty (30) days of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee parties, individuals and/or entities involved.

(d) Upon issuance of a Certificate of Completion for the Redevelopment Project, Redeveloper shall have the unfettered right to sell its interest in the Redevelopment Area.

(e) Redeveloper shall design, implement, complete and operate the Redevelopment Project in compliance with this Agreement and all other Applicable Laws, ordinances, Approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution, health, environmental and safety ordinances, laws and such rules and regulations thereunder as shall be binding upon Redeveloper under Applicable Laws. Without limiting the foregoing, Redeveloper shall comply at its own expense with all stormwater regulations, including but not limited to, those pertaining to detention, recharge and water quality.

(f) Redeveloper shall not unlawfully discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, disability, age, marital status, gender, gender identity or expression, sex, affectional or sexual orientation or any other characteristic protected by law in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall Redeveloper itself, or any person claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Project Site.

(g) Redeveloper shall not use the Project Site, or any part thereof, as security or collateral for an unrelated transaction.

9.2 Compliance with Redevelopment Plan. Redeveloper shall take all necessary steps so that the development of the Project Site and the construction, use, operation, and maintenance of the Redevelopment Project thereon shall be in accordance with the provisions of this Agreement and Redevelopment Plan.

9.3 Redevelopment Project Completion. Redeveloper agrees to diligently undertake and implement the Redevelopment Project throughout the term of this Agreement and shall complete the Redevelopment Project within the time frames set forth in the Project Schedule.

9.4 Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any commercially reasonable contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Redevelopment Project in accordance with the terms of this Agreement and all necessary Approvals.

9.5 Fees. Redeveloper shall be subject to normal and customary application fees for Township approvals and review processes for the Approvals for the Redevelopment Project, as well as normal and customary building and construction permit fees and utility connection fees.

9.6 Construction Assurances. Redeveloper shall, upon Commencement of Construction, proceed diligently to complete construction.

SECTION 10. REDEVELOPER'S FINANCIAL OBLIGATIONS

10.1 Redeveloper's Equity. Redeveloper represents that it will use commercially reasonable efforts to obtain and commit the requisite equity and debt financing in order to finance the Redevelopment Project.

10.2 Payment to Township. Redeveloper agrees that simultaneously with the execution of this Agreement it will make payment to the Township, in the amount of Twenty-Five Thousand Dollars (\$25,000.00). The Township shall use such funds to pay for: (a) all out of pocket costs it has incurred or will incur in connection with the Redevelopment Project, including, but not limited to, the professional, legal, technical and other consultant fees incurred in connection with the designation of the Redevelopment Area as an area in need of redevelopment, the adoption of the Redevelopment Plan, the review, preparation and negotiation of this Agreement and the Financial Agreement, and the implementation and oversight of the Redevelopment Project; and (b) any other such costs as the Township shall determine, in its discretion, are necessary and proper. If at any time the balance of the funds deposited with the Township falls below Seven Thousand Five Hundred Dollars (\$7,500.00) or is insufficient to fund work to be performed, the Township shall provide the Redeveloper with a notice of the insufficient deposit balance. The Redeveloper shall replenish the account with additional funds such that the amount on deposit therein is Twenty-Five Thousand Dollars (\$25,000.00) and such deposit shall be made within ten (10) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Redeveloper. The escrow shall be deposited in an account bearing interest at the minimum rate currently paid by the institution or depository in which the escrow is deposited on time or savings deposits. The Township shall notify the Redeveloper in writing of the name and address of the institution or depository in which the deposit is made. The chargeable expenses shall not include any Township clerical or administrative functions, overhead expenses, meeting room charges, or other Township costs and expenses except as provided herein. Each payment charged to the escrow shall be pursuant to a voucher from the professional, which voucher shall identify the personnel performing the service, and for each date the services performed, the hours spent in at least one-quarter hour increments, the hourly rate, and the expenses incurred. The Township shall send a courtesy copy of the voucher to the Redeveloper on a monthly basis, which shall include an accounting of escrow funds expended. Any unexpended escrow funds shall be returned to the Redeveloper within thirty (30) days of the issuance of a Certificate of Completion.

Except for any fee due in connection with any Approval (for example, Planning Board escrow), any fee required to be paid by statute, rule or ordinance (for example, Township Engineering escrow for building permits, certificates of occupancy or utility connection), or any tax, assessment, payment-in-lieu-of-tax or similar payment, Redeveloper shall not be required to make any other payment to the Township in connection with the Redevelopment Agreement or Financial Agreement.

SECTION 11. INDEMNIFICATION

11.1 Indemnification. (a) Redeveloper agrees to indemnify and hold harmless and defend the Township and hold harmless and defend the Township Indemnified Parties, and Redeveloper shall pay any and all liability, actual loss, costs, damages, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, including but not limited to, claims for personal injury, death and property damage, which the Township and/or the Township Indemnified Parties may sustain, be subject to or be caused to incur relating to, based upon or arising from (i) Redeveloper's activities in connection with the Project, or any portion thereof, (ii) contracts entered into by the Redeveloper which relate to such activities, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper, its contractor and subcontractors and unrelated third parties, (iii) the maintenance and functioning of the Project Improvements, or any other activities of Redeveloper within the Redevelopment Area, (iv) the current or former environmental condition of the Redevelopment Area and including but not limited to any third-party claim with respect to other properties alleging harm emanating from such environmental condition of the Redevelopment Area, (v) a material breach of this Agreement by Redeveloper, or (vi) any violation of applicable law by Redeveloper, unless any such loss, liability claim or suit arises from the negligent or intentional wrongful acts of the Township, its employees, agents and contractors. Notwithstanding the foregoing, any third-party actions or claims challenging the Settlement Agreement, this Agreement, the Redevelopment Plan, or land use approval by the Planning Board are specifically excluded from the indemnification requirements of this Section 11, and the Township or the Township Indemnified Parties shall bear their own costs in connection with the same.

(b) Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Township, and/or the Township

Indemnified Parties; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Redeveloper, the Township and any other insured named or named as an additional insured in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable fees in situations where it is required that the Township engage its own attorneys, experts' testimony costs and all actual costs to defend the Township or any Township Indemnified Party, agents, servants, or employees shall be reimbursed to it by Redeveloper in connection with such defense and indemnification claim.

(c) In any situation in which the Township Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Township Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Township Indemnified Parties. Upon receipt of such notice, Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Parties, including the employment of counsel reasonably acceptable to the Township Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. The Township shall have the right to retain counsel of its choosing, the cost of which shall be borne by Redeveloper. All of the other Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper or the Township Indemnified Parties in any such action, Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Further, Redeveloper shall have the right to settle any such action on behalf of itself and all Township Indemnified Parties, provided that such settlement (i) is solely a monetary payment, (ii) does not involve the entry of a judgment against Township or any Township Indemnified Parties and (iii) does not expose the Township Indemnified Parties to any liability, contingent or otherwise. Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement.

11.2 Survival of Indemnity. The provisions of Section 11 shall survive the termination of this Agreement for a period of five (5) years following the termination of this Agreement.

SECTION 12. DEFAULT PROVISIONS

12.1 Redeveloper Default. Subject to the terms of this Agreement, the Township shall have the right to declare Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, a “**Default**”):

(a) Redeveloper’s failure to substantially perform any of its obligations under the terms of this Agreement or under the Financial Agreement, including the failure to cure such default during any applicable cure periods; or

(b) A final and unappealable determination by a court of competent jurisdiction that Redeveloper is insolvent; or

(c) (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; (iv) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against Redeveloper and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; or (ix) Redeveloper shall have abandoned the transaction of its usual business; or

(d) A notice to the Township by Redeveloper that it has determined not to proceed with the Redevelopment Project, unless Redeveloper has the right not to proceed, under the terms of this Agreement; or

(e) Failure by Redeveloper to make any payments owed to the Township when due;
or

- (f) Abandonment of the Redevelopment Project by Redeveloper; or
- (g) Failure by Redeveloper to comply with the Project Schedule and any extensions granted hereunder, subject to delays caused by the Township's failure to timely perform its obligations under this Agreement and further subject to any delays caused by a Third Party(s) related to the Remediation of the Project Site, including but not limited to, delays caused by other party(s) obligated pursuant to Environmental Laws for Remediation of all or a part of the Project Site; or
- (h) Redeveloper or its successor in interest shall fail to pay, when due, any real estate taxes, payments in lieu of taxes or other assessments on the Project Site; or
- (i) Redeveloper shall implement a Transfer in violation of this Agreement; or
- (j) Failure by Redeveloper to comply with its obligations, or default by Redeveloper in any of its representations, warranties or covenants under this Agreement.

12.2 Township Default. Redeveloper shall have the right to declare the Township in default of this Agreement in the event of the failure by the Township to substantially perform any covenant, condition or obligation under this Agreement when performance is due, and if no time is specified then within a reasonable time (the "**Township Default**").

12.3 Default Notice. Upon the occurrence of a Default, the non-defaulting party shall notify the defaulting party in writing that it has declared that party in Default (the "**Default Notice**"). Absent such Default Notice, no declaration of Default shall be deemed binding against the defaulting party. The Default Notice shall state the basis for the determination that a Default has occurred. Upon receipt of the Default Notice, the defaulting party shall have, in the case of a financial obligation, fifteen (15) days to cure such Default; or in the case of any failure to perform any other obligation set forth in this Agreement, forty-five (45) days to commence to cure said Default. With respect to a failure to perform any obligation other than a financial obligation, provided the defaulting party shall thereafter diligently and continuously proceed to correct same, the defaulting party shall have an additional one hundred eighty (180) days to complete the cure. In the event that the defaulting party does not cure a Default as set forth herein, the non-defaulting party shall have the right to exercise the remedies set forth below. The Parties may agree in writing, notwithstanding the provisions of this paragraph, to extend the period of time by which the defaulting party must respond to the Default Notice or the period of

time in which the defaulting party must cure the Default. Any Default by either Party hereto that remains uncured following any notice and applicable cure period shall be an “**Event of Default**”.

12.4 Default Rights and Remedies. Except as may otherwise be provided in this Agreement, upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement and/or take whatever action, at law or in equity, it may deem desirable, including the seeking of damages, or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in Default or breach of its obligations. In the event that the Township terminates this Agreement following an Event of Default by Redeveloper, Redeveloper’s designation as the redeveloper of the Project Site shall immediately terminate, together with Redeveloper’s rights as Redeveloper. In that event, any tax exemption and Financial Agreement applicable to the Redevelopment Project, or any portion thereof, shall also immediately terminate.

12.5 Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties whether provided by this Agreement or by law or in equity, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay by either Party in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that such Party shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by either Party with respect to any specific Default be considered or treated as a waiver of the rights of either Party with respect to any other defaults except to the extent specifically waived in writing.

12.6. Certificate of No Default. Either Party hereto shall deliver to the other, upon written request, a certificate signed by a duly authorized officer to the effect that the certifying Party is not aware of any condition, event or act which constitutes a violation of this Agreement

or which would constitute a Default hereunder and no condition, event or act exists which, with notice or lapse of time, or both, would constitute such a violation, or Default, or if any such condition, event or act exists, specifying the same (“**Certificate of No Default**”).

12.7 Effect of Termination of Redeveloper. Upon termination, the designation of Redeveloper as redeveloper shall automatically cease, and neither party shall have any further rights or obligations under this Agreement, except as expressly provided otherwise herein.

12.8 Termination for Failure to Obtain Approvals. Notwithstanding anything herein to the contrary, Redeveloper shall have the right to terminate this Agreement at any time upon written notice to the Township in the event any Approval is denied or the obtaining of any one or more Approvals appears without reasonable likelihood for success, in Redeveloper’s good faith and reasonable judgment.

SECTION 13. FINANCING PROVISIONS

13.1 Rights of Institutional Mortgagee. Except to the extent that the Project Site may be subject to a mortgage or other encumbrance or lien on the Effective Date, Redeveloper shall not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Site, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project Site, except as may be reasonably required for the construction of the Redevelopment Project or the continued operation of the Redevelopment Project or portion thereof after the completion of construction, provided, however, that upon the issuance of a Certificate of Completion, such prohibition shall no longer apply with respect to the corresponding portion of the Redevelopment Project. Redeveloper shall notify the Township in writing no less than ten (10) days in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Redevelopment Project or any part thereof (the mortgagee thereunder or its affiliate, a “**Holder**”). The provisions of this Agreement shall not be deemed to grant to the Township the right to approve or review the terms of any such proposed financing.

13.2 No Termination for Mortgage Default. This Agreement, as an arrangement made by a governmental body or agency of the State pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Redevelopment Project, as though such default or foreclosure had not occurred, except as specifically provided herein.

13.3 Cooperation. To the extent reasonably requested by Redeveloper or any Holder, the Township shall execute an estoppel certificate, recognition agreement, attornment agreement and or such other agreements and/or documents (to the extent same are in form and content reasonably acceptable to the Township) as may be requested or required by any Holder; provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of Redeveloper or the Township under this Agreement.

13.4 Notice of Default to Holder and Right to Cure.

(a) Whenever the Township shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Agreement, the

Township shall at the same time deliver to each Holder a copy of such notice or demand, provided that Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall have the right at its option within ninety (90) days after the receipt of such notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds.

(b) To the extent that any Holder is required to foreclose against any lien it has with respect to the Redevelopment Project (as a result of a Redeveloper Event of Default or a default by Redeveloper under any agreements executed by Redeveloper and its project lenders), the Township agrees to forbear from the enforcement of any remedies provided under this Agreement that it may have against Redeveloper in order to permit such Holder to foreclose and assume or cause a Third Party to assume the obligations of Redeveloper under this Agreement; provided, however, that the Township shall not be obligated to forbear from the exercise of any remedies available to it hereunder if such forbearance will result (or may result, in the reasonable judgment of the Township) in a waiver of the Township's rights under this Agreement.

13.5 No Guarantee of Development, Construction or Completion of the Redevelopment Project. A Holder shall in no manner be obligated by the provisions of this Agreement to develop, construct or complete the Redevelopment Project (or portion to which its mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Redevelopment Project, or portion to which its mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having expressly assumed Redeveloper's obligations to the Township going forward from and after the date of such assumption with respect to the Redevelopment Project (or portion to which its mortgage relates) by written agreement reasonably satisfactory to the Township and the Holder.

13.6 Foreclosure. If a Holder forecloses its mortgage secured by the Project Site (or portion to which its mortgage relates), or takes title to the Project Site (or portion to which its mortgage relates) by deed-in-lieu of foreclosure or similar transaction (collectively a

“**Foreclosure**”), the Holder shall have the option to either (a) sell the Project Site and the Redevelopment Project to a responsible Person reasonably acceptable to the Township, which Person shall assume the obligations of Redeveloper under this Agreement in accordance with applicable law, and/or (b) assume the obligations of Redeveloper under this Agreement in accordance with applicable law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Agreement available in connection with the events preceding the Foreclosure. The Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Redevelopment Project in the manner provided in this Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing the Redevelopment Project, or any portion thereof, shall be entitled to Certificates of Completion in accordance herewith. Nothing in this Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the Project Site, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements consistent with the Concept Plan or other provided for or authorized by this Agreement.

13.7 Lender Changes. If Redeveloper’s lender requires a change in the terms of this Agreement, the Township shall reasonably cooperate with Redeveloper in approving and implementing such change, so long as such change does not increase the Township’s obligations or decrease the Township’s rights as set forth in the Agreement, or materially change the Concept Plan. In addition, the Township agrees to enter into such agreement as Redeveloper’s lender (or its equity participants) may reasonably require provided that such agreement shall not increase the Township’s obligations or decrease the Township’s rights in connection with this Agreement, or materially change the Concept Plan.

SECTION 14. ADDITIONAL PROVISIONS

14.1 Township Cooperation. The Township shall cooperate with and assist Redeveloper so as to enable Redeveloper to implement, develop and complete the Redevelopment Project in accordance with the Concept Plan and to otherwise perform Redeveloper's obligations and responsibilities under this Agreement. This cooperation shall include, but not be limited to, (a) causing all construction and building permits over which the Township or any of its agencies or offices has jurisdiction to be granted to Redeveloper provided the applications for same comply with applicable law, (b) assisting Redeveloper in obtaining Approvals, in expediting required action by the Planning Board in connection with site plan and subdivision applications filed by Redeveloper in connection with this Agreement, and (c) the exercise of such other actions pursuant to Redevelopment Law as may be reasonably necessary to carry out the purpose and intent of this Agreement.

14.2 Maintenance and Landscaping. Redeveloper shall keep the Project Site free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping and amenities required under any applicable approved final site plan. The exterior of the Project Site and premise shall be maintained in a clean, safe and sanitary condition and comply with the Property Maintenance Code of the Township.

14.3 Speculative Development. Redeveloper represents its undertakings pursuant to this Agreement are for the purpose of Redevelopment of the Project Site and not for speculation in land holding. Redeveloper shall not use the Project Site, or any part thereof, as collateral for an unrelated transaction.

14.4 Compliance with Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, and contractors engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Redevelopment Project in compliance with the terms and conditions of this Agreement.

SECTION 15. MISCELLANEOUS

15.1 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the Township nor Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in Default with respect to its obligations hereunder because of any delay in the performance of such obligations, including commencement or completion of construction, arising from causes beyond its reasonable control and without its fault or

negligence, including, but not limited to, acts of God, acts of public enemy, acts or omissions of other parties (including litigation by Third Parties), unavailability of materials, fires, floods, earthquakes, epidemics, pandemics, pestilence, quarantine restrictions, pandemics, moratoriums, strikes, freight shortages, energy shortages, embargoes, unusual or severe weather including but not limited to blizzards, hurricanes, super storms, or tornados, or delays of subcontractors due to any of the forgoing such causes, actions or inactions by any federal, state or local governmental or quasi-governmental entity, including the Township, with respect to the Approvals or the development of the Redevelopment Project (including, without limitation, a failure of the Township to perform in accordance with the terms of this Agreement), legal action or lawsuits filed in challenge of the issuance, grant or denial of any Approval and a change in laws, if such actions or inactions are not caused by Redeveloper (collectively “**Force Majeure**”). It is the purpose and intent of this provision that in the event of the occurrence of any such delay due to Force Majeure, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for such period(s) as may be reasonable in the circumstances but in no event less than the period of the delay.

15.2 Section Headings. The headings and numbering of paragraphs and sections of this Agreement are set forth for ease of reference only and are not to be construed or considered to impart meaning to any provision of this Agreement.

15.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State and any litigation relating to this Agreement shall be brought in Court.

15.4 Amendments to Agreement. This Agreement represents the entire agreement by and between the Parties with respect to the development of the Project Site and the construction of the Redevelopment Project. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Township and Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in the amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

15.5 Severability. Should any provision, term, section or other portion or portions of this Agreement be held by any court of competent jurisdiction to be in violation of any applicable law, or against public policy or held to be null and void for any reason whatsoever, such portion shall be deemed severable so that such determination, unless it prohibits or otherwise prevents the performance of this Agreement or materially alters the rights or obligations of the Parties (in such event this Agreement is to be reformed to reflect as nearly as possible the original stated terms), shall not affect the validity of any other provisions of this Agreement, and such other provisions shall be deemed to be in full force and effect and binding on the Parties unless amended in accordance with Section 15.4.

15.6 Incorporation of Recitals and Exhibits. The recitals set forth in Section 1 and the Exhibits attached hereto are hereby incorporated by reference and are considered part of this Agreement.

15.7 Condemnation/Casualty. In the event that all or any substantial portion of the Project Site is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty prior to Commencement of Construction, Redeveloper may, at its option, terminate this Agreement by written notice to the Township within thirty (30) days after Redeveloper is notified of the condemnation, taking, damage or casualty. For purposes of this provision “**Substantial Portion**” shall be defined as any portion which is equal to or in excess of ten percent (10%) of the total acreage of the Project Site or that portion which, in the reasonable opinion of Redeveloper, would prevent the successful completion of construction or operation of the Redevelopment Project as envisioned by this Agreement. The Township acknowledges that it has no right to the proceeds resulting from a condemnation of the fee simple interest in the Project Site.

15.8 Litigation. Redeveloper shall have the right, but not the obligation, to undertake litigation in order to obtain Approvals with conditions reasonably satisfactory to Redeveloper including, without limitation, the right to litigate to the ultimate decision maker. Any litigation filed by Redeveloper to obtain Approvals, or any litigation filed by the Township or a third-party challenging Redeveloper’s Approvals, shall toll the relevant time periods set forth in the Project Schedule until such time that the litigation is resolved in Redeveloper’s favor and the applicable time periods for an appeal have expired without any further appeals being filed.

15.9 Waivers. Any right or remedy which any party may have under this Agreement may be waived in writing by the relevant party without the execution of a new or supplemental agreement. Except as otherwise provided in this Agreement, said right of waiver shall include the right to waive a default. No waiver made by any party with respect to the performance, or manner or time thereof, of any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver.

15.10 Commissions. The Parties agree that no commissions to any broker, agent, or any other intermediary are due hereunder, and further agree to indemnify and save harmless the other party in the event of any claim whatsoever for any commission or other remuneration payable or alleged to be payable by any broker, agent or other intermediary by virtue of the acts or agreements of the indemnifying party.

15.11 No Significance of Party Drafting. The Parties agree that in the construction or interpretation of this Agreement no significance shall be attributed in presumption or otherwise to the identity of the party drafting the provision or provisions in question.

15.12 Recordation. In accordance with the Redevelopment Law, a short form memorandum of this Agreement, in the form attached hereto as Exhibit D (the “**Declaration**”), shall be duly recorded by Redeveloper in the land records of Essex County and the cost of such recordation shall be paid by Redeveloper. The Redeveloper shall submit the Declaration to be recorded simultaneously with the closing on the Project Site.

15.13 Notices. Any notice provided or required to be given under this Agreement must be in writing and shall be served (and shall be deemed to have been served) (a) by hand delivering a copy thereof to the party being served in person or by commercial courier, (b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available, to the person or persons set forth below for each party to this Agreement. Minor communications between the Parties that are other than formal notices of action may be sent by regular mail, facsimile or e-mail. Notifications are deemed to be given (a) on the date of delivery if hand delivered, (b) on the third business day following their deposit in the United

States Mail, postage prepaid, return receipt requested, or (c) on the next business day following their deposit with a commercial overnight delivery service.

As to the Township:

Township Manager of Township of Verona
Municipal Building
600 Bloomfield Avenue
Verona, New Jersey 07044

With copies to:

Joseph P. Baumann, Jr., Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

As to Redeveloper:

BNE Acquisitions, LLC
16 Microlab Road, Suite A
Livingston, New Jersey 07039
Attention: Jonathan Schwartz

With a copy to:

John P. Inglesino, Esq.
Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) days notice in advance of such change of address in accordance with the provisions hereof.

15.14 Further Assurances. Each party shall execute such further documents, papers and instruments and shall use good faith efforts to take such further actions as are contemplated by and reasonably necessary to carry out the expressed intent of this Agreement as may be reasonably requested by the other Party.

15.15 Counting of Days. Unless otherwise specifically set forth, all references to counting of days shall be calendar days.

15.16 Successors Bound. The Agreement shall be binding upon the respective Parties hereto, and, subject to the limitations on transfer set forth in Section 9.1(b), their successors and assigns.

15.17 No Obligation. The Parties agree that the submission of this Agreement (or any draft, re-draft, or other copy) by one party to another is not intended by either party to be an offer to enter into a legally binding contract. Notwithstanding any discussions, memorandum or

exchange of correspondence or emails, the Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, including, without limitation, all of the exhibits hereto, and each of the Township and Redeveloper have fully executed and delivered to the other (or its attorney) an executed counterpart of this Agreement. Unless and until each of the Township and Redeveloper have fully executed and delivered a counterpart of this Agreement to the other, neither shall have any obligation whatsoever to the other.

15.18 Time of the Essence. Time is of the essence with regard to all dates set forth in this Agreement.

15.19 No Restriction on Police Powers. Nothing in this Agreement will in any way limit or affect the right of the Township or any municipal board, department, agency, authority, commission, official, or representative to enforce any generally applicable municipal ordinance, regulation, rule, procedure or other requirement, including, but not limited to, with respect to the Redevelopment Project, the Project Site or Redeveloper.

15.20 Prior Agreements Superseded. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof, except for the terms and conditions of the Settlement Agreement, which continue to be in full force and effect.

Signatures on next page

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

Attest: THE TOWNSHIP OF VERONA

Jennifer Kiernan, Township Clerk

By:_____
Name: Matthew Cavallo
Title: Township Manager

Attest: VERONA SUNSET URBAN RENEWAL, LLC

By:_____
Name:
Title:

EXHIBIT A
CONCEPT PLAN

EXHIBIT B

PROJECT SCHEDULE

Submission of site plan application:	By January 1, 2022
Receipt of all approvals for project:	By January 1, 2023
Commencement of construction if school vacates immediately:	By March 1, 2023
Commencement of construction if school stays for 2 years:	By March 1, 2025
Completion of construction:	
If school vacates immediately:	By June 1, 2025
Or, if school stays for 2 years:	By June 1, 2027

EXHIBIT C
SETTLEMENT AGREEMENT

EXHIBIT D
DECLARATION

RECORD AND RETURN TO:
Joseph P. Baumann, Jr., Esq.
McManimon, Scotland and Baumann, LLC
75 Livingston Ave, Second Floor
Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS

with respect to

Block 303, Lot 4 on the official tax map of the Township of Verona, New Jersey (the “Project Area”) as depicted on the map and more specifically delineated in the metes and bounds description both attached hereto as Exhibit A.

This Declaration of Covenants and Restrictions is made this ____ day of _____, 2021 by and between the **TOWNSHIP OF VERONA** (the “**Township**”), a municipal corporation of the State of New Jersey having its offices at 600 Bloomfield Avenue, Verona, New Jersey 07044, in its capacity as redevelopment entity pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-4(c) (the “**Redevelopment Law**”),

and

VERONA SUNSET URBAN RENEWAL, LLC, a New Jersey limited liability company with an address of 16 Microlab Road, Suite A, Livingston, New Jersey 07039 (together with permitted successors or assigns as hereinafter provided, the “**Redeveloper**”).

W I T N E S S E T H

WHEREAS, on August 19, 2019, the Municipal Council (the “**Township Council**”) of the Township, pursuant to and in accordance with the requirements of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), designated as an area in need of redevelopment certain property identified on the tax maps of the Township as Block 303, Lot 4, commonly known as 1 Sunset Avenue (the “**Redevelopment Area**”); and

WHEREAS, on March 8, 2021, the Township Council adopted Ordinance No. 2020-01 enacting a redevelopment plan for the Redevelopment Area entitled the “*The Sunset Avenue Redevelopment Area Redevelopment Plan*”, which was thereafter amended by the adoption of Ordinance No. 2021-14 on June 21, 2021 (as the same may be further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the Township elected to act as the “redevelopment entity” (as such term is defined at *N.J.S.A. 40A:12A-3* of the Redevelopment Law) for the Redevelopment Area; and

WHEREAS, the Redeveloper is the owner of the Redevelopment Area (the “**Project Area**”); and

WHEREAS, the Redeveloper agreed to develop, construct and implement that certain Project defined in the Redevelopment Agreement executed by and between the Township and the Redeveloper (as amended from time to time, the “**Redevelopment Agreement**”) in accordance with *N.J.S.A. 40A:12A-8(f)* of the Redevelopment Law; 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 municipality and a redeveloper shall

contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any building or structures erected thereon; and

WHEREAS, the Redevelopment Agreement also provides that the Project Area, the Redevelopment Agreement, and Redeveloper’s interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the City for violations of the covenants and defaults under the Redevelopment Agreement; and

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

WHEREAS, the Redevelopment Agreement also establishes certain obligations of the Redeveloper in Section 11 thereof with respect to indemnities required by Redeveloper, its successors or assigns, which obligations survive the expiration of the Agreement,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that, subject to the terms of the Redevelopment Agreement:

(a) Redeveloper shall construct the Project on the Project Area in accordance with, and subject to the terms of, the Redevelopment Plan, the Redevelopment Agreement, and all Applicable Laws and Governmental Approvals. Redeveloper shall not use the Project Site or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals and this Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with the Redevelopment Law

(b) Except for Permitted Transfers, and subject to the terms of the Redevelopment Agreement, prior to the issuance of a Certificate of Completion, the Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

(c) The Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Area is restricted upon the basis of race, color, religion, creed, national origin, ancestry, physical handicap, disability, age, marital status, gender, gender identity or expression, sex, affectional or sexual orientation or any other characteristic protected by law in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall Redeveloper itself, or any person claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Project Area.

(d) Subject to and in accordance with the terms of the Redevelopment Agreement, upon Completion of Construction, Redeveloper shall obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Project Area, and the Project shall only be used for the purposes contemplated by the Redevelopment Agreement and the Redevelopment Plan.

(e) Subject to and in accordance with the terms of the Redevelopment Agreement, Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Subject to and in accordance with the terms of the Redevelopment Agreement, Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with Applicable Laws, Governmental Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(g) Prior to the issuance of a Certificate of Completion, the Redeveloper shall not encumber, hypothecate or otherwise use the Project Area, or any part thereof as collateral for any transaction unrelated to the Project.

(h) Redeveloper will promptly pay any and all taxes, service charges, SID special assessments or similar obligations when owed with respect to the Project Area and any other property owned by Redeveloper situated in the City.

(i) Redeveloper recognizes the importance of the redevelopment project to the general welfare of the community and that the identity of the Redeveloper and its qualifications were critical to the Township in entering into the Redevelopment Agreement. The Township considers that a change of Control in Redeveloper, or the transfer of more than fifty percent (50%) or more of the ownership interest in Redeveloper to any Person other than an Institution, is for practical purposes a Transfer or disposition of the Project. Redeveloper recognizes that it is because of such qualifications and identity that the Township entered into the Redevelopment Agreement with Redeveloper, and, in so doing, the Township relied on the obligations of Redeveloper and not some other Person for the faithful performance of all undertakings and covenants to be performed by Redeveloper under the Redevelopment Agreement. As a result, except for Permitted Transfers, prior to Completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the Township, which shall not be unreasonably withheld, conditioned or delayed, Redeveloper agrees for itself and all successors in interest that there shall be no change in Control of Redeveloper, nor shall there be any transfer of more than 50% of the ownership interest in Redeveloper to any Person other than an Institution.

(j) Redeveloper will comply with all obligations of Redeveloper under Section 11 of the Redevelopment Agreement.

Section 3. It is intended and agreed that the covenants and restrictions set forth in Section 2 shall be covenants running with the Project Area. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and its successors and assigns, against Redeveloper, its successors and assigns, and any successor in interest to the Project Area, or any part thereof, and any party in possession or occupancy of the Project Area or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 2 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenants in 2(c) shall remain in effect without limitation as to time and the covenants in 2(j) shall remain in effect in accordance with the terms of Sections 11 of the Redevelopment Agreement, as the case may be.

Section 4. 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 Section 2 and Section 3 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard as to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants and Restrictions to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

ATTEST:

Township of Verona

Jennifer Kiernan, Township Clerk

By: _____
Matthew Cavallo, Township Manager

[SEAL]

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :

: SS.:

COUNTY OF UNION :

The foregoing instrument was acknowledged before me this _____, 2021, by the Township of Verona (the “**Township**”), a municipal corporation of the State of New Jersey, by Matthew Cavallo, in his capacity as Township Manager, on behalf of the Township, and was authorized to and did execute this instrument as the act of the Township.

Notary or Attorney At Law
The State of New Jersey

Verona Sunset Urban Renewal, LLC
a New Jersey limited liability company

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :
: ss.:
COUNTY OF :

BE IT REMEMBERED, that on this ____ day of _____, 2021 before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he/she is the [____] of **Verona Sunset Urban Renewal, 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 _____ as and for the voluntary act and deed of said entity.

Notary or Attorney At Law
The State of New Jersey

Exhibit A to Declaration

Map and Metes and Bounds Description

EXHIBIT E

CERTIFICATE OF COMPLETION

Record and Return to:

Joseph P. Baumann Jr., Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

CERTIFICATE OF COMPLETION

Pursuant to Section 4.6 of the Redevelopment Agreement by and between the **TOWNSHIP OF VERONA** (the “Township”) and **VERONA SUNSET URBAN RENEWAL, LLC** (the “Redeveloper”), dated as of _____ (the “Redevelopment Agreement”), the undersigned, as of the date hereof, certifies that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

- (i) that the Project Improvements have been Completed in accordance with the Approvals and the Redevelopment Agreement;
- (ii) other facilities as required by any Approvals to achieve substantial completion and commence occupancy of the Project Improvements have been acquired, constructed or improved in accordance with the Approvals and the Redevelopment Agreement and all costs and expenses incurred in connection therewith have been paid or adequate security posted;
- (iii) a Certificate of Occupancy and any other permissions required, if any, of governmental authorities or agencies for the occupancy or use of the Project Improvements have been obtained and Redeveloper has fulfilled all of its responsibilities and obligations under the Redevelopment Agreement;
- (iv) in accordance with N.J.S.A. 40A:12A-9(a), the conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment no longer exist with respect to the Redevelopment Area upon which the Project Improvements are located and completed. The land and improvements within the Redevelopment Area upon which the Project Improvements are located are no longer be subject to the covenants, provisions and continuing controls running with the Redevelopment Area and set forth in the Redevelopment Agreement.

Except as set forth in the Redevelopment Agreement, this certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

BUILDING SUMMARY

200 TOTAL UNITS
185 MARKET RATE UNITS
15 AFFORDABLE UNITS

380 PARKING SPACES (1.9 SP/DU)
371 GARAGE SPACES
9 SURFACE SPACES



TYPICAL FLOOR PLAN
SCALE: 1:60

CONCEPTUAL PLANS
DATE: 10/13/2021

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-_____

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AUTHORIZING EXECUTION OF
2022 QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENTS**

WHEREAS, in accordance with *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on public roads and streets in the Condominium, which is a qualified private community, or to reimburse said Condominium to the extent specified in that statute for the actual costs to the Association of providing said specified services; and

WHEREAS, Green Acres/Ardleigh Mews, Verona Bloomfield Association, 300 Claremont Avenue, 284 Claremont Avenue, Verona Invest., Kimberly Gardens, Kathleen Gardens, Beacon Hill, Kips Ridge, Wedgewood Gardens, Commons at Verona, and Huntington Park are Qualified Private Communities located within the Township of Verona; and

WHEREAS, the Township wishes to enter into a Qualified Private Community Services Agreement with the Qualified Private Communities for purposes of providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection where applicable at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, County of Essex, New Jersey that the Township is hereby authorized to enter into 2021 Qualified Private Community Service Agreements with the above listed the Qualified Private Communities for the purpose providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection where applicable at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

BE IT FURTHER RESOLVED that the Township Manager and the Township Clerk are hereby authorized to execute said agreements on behalf of the Township of Verona to effectuate same.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

**MUNICIPAL SERVICES AGREEMENT
CALENDAR YEAR 2022**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this date _____, 20__ between the **TOWNSHIP OF VERONA**, a municipal corporation organized under the laws of the State of New Jersey, having its principal office at 600 Bloomfield Avenue, Verona, New Jersey 07044 (hereinafter referred to as the "Township") and **NAME OF CONDOMINIUM ASSOCIATION** a non-profit corporation of the State of New Jersey, having offices **XXXX Drive, Verona, New Jersey 07044** (hereinafter referred to as the "Association").

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **NAME OF CONDO ASSOCIATION** (hereinafter referred to as the "Development"), which is a qualified private community, as defined under *N.J.S.A. 40:67-23.2*, located within the Township; and

WHEREAS, in accordance with New Jersey's Municipal Services Act (hereinafter referred to as the "Act"), *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on roads and streets within the Development, or reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services:

NOW, THEREFORE, in accordance with the Act, the parties hereby covenant and agree as follows:

1. **Scope of Agreement.** This Agreement shall apply to all roads and streets located within the Development.
2. **Term of Agreement and Agreement Modifications.** This Agreement shall commence upon execution and can be terminated upon 60 days' notice by either Party. Upon termination, the Parties agree that a successor Agreement may be negotiated in accordance with the applicable law. This Agreement may be modified only upon subsequent written agreement of the parties and in conformity with subsequent legislative changes to the Act or case law decisions by a Court of competent jurisdiction.
3. **Collection of Refuse and Bulky Waste.** The Township shall reimburse the Association for the actual cost of the collection of refuse and bulky waste from Residents within the Development not to exceed the amount set forth in Exhibit A which represents the cost that would be incurred by the Township in providing these services to the Association itself for the Calendar Year.
4. **Street Lighting.** The Township shall reimburse the Association for the actual cost of the street lighting provided by PSE&G from the streets within the Development.
5. **Leaf Removal Services.** The Township shall reimburse the Association for the actual cost of the collection of leaves from the Development not to exceed the amount set forth in Exhibit A which represents the cost that would be incurred by

the Township in providing these services to the Association itself for the Calendar Year.

6. **Reimbursement of Services.** The Township shall reimburse the Association for the Association's costs for the following services on the roads and streets within the Development:
7. **Removal of Snow, Ice and Other Obstructions from Roads and Streets.**

The Township shall reimburse the Association for the Association's costs for removal of snow, ice and other obstructions from its roads and streets as follows:

- 1.) Formula The Township shall reimburse the Association for the Association's actual costs incurred of removing snow and ice from the Association's streets and roads. The calculations for the Township's reimbursement shall be based upon the documentation that the Association provides for the Township's review. The amount that the Association is reimbursed by the Township shall not exceed the lesser of the actual cost incurred by the Association or the cost that would have been incurred by the Township in providing these services to the Association. The Association will submit such necessary documentation required by the Township no later than April 1 of each year following the snow season for which the Association seeks reimbursement. Thus, when seeking reimbursement for the 2020-2021 Snow Season, the Association shall submit its documentation for this request no later than April 1, 2021. The Township will reimburse the Association by no later than June 1 of each year for the snow and ice removal expenses for the prior snow season year ending on or about March 31.
- 2.) Definition of Costs For the purposes of this Agreement, the components of cost to be utilized to determine the cost of providing the snow, ice and other obstructions removal services covered under this Agreement shall include the following:
 - a) Labor costs for all personnel who perform snow, ice and other obstructions removal services during any applicable storm event including supervisory employees, which labor costs shall consist of: i) wages (straight time and overtime, if applicable); ii) employee benefits, calculated on straight time only, which shall consist of payments for workers' compensation insurance, payments under the Federal Insurance Contribution Act ("FICA"), payments under Supplementary Unemployment Insurance ("SUI"), payments for medical insurance and pension contributions;
 - b) Material costs (salt, grit, sand, calcium chloride, etc.);
 - c) Fuel and oil;
 - d) Actual costs of outside plowing services;

- e) Depreciation of all vehicles and equipment owned by the Township and used for snow, ice and other obstructions removal, with such depreciation to be allocated, where appropriate, based upon the number of miles a vehicle is used for snow, ice and other obstructions removal each year as compared to total vehicle mileage for the year; and
 - f) The maintenance costs related to all snow, ice and other obstructions removal equipment and vehicles, with such costs to be allocated as provided in sub-part (“e”) of this provision.
- 3.) Calculation of Costs. The Township shall develop a per mile calculation of costs for removal of snow, ice and other obstructions services from the Association’s streets and roads and provide the Association with the per mile calculation by September 1 preceding the snow season for which the Association shall seek reimbursement. The per-mile calculation of the costs for removal of snow, ice and other obstructions services is set forth in Exhibit A.
8. **Accounting of Use of Monies Paid.** Pursuant to N.J.S.A. 40:67-23.5, Association shall provide for an accounting of the use of the money paid over to it by Township, and for the refunding to Township of any payments in excess of the amounts actually expended or contractually committed by Association during the accounting period in order to provide for the services covered by the Agreement.
9. **Discontinuance of Services.** Nothing in this Agreement will be deemed to require the Township to provide, or to continue to provide, any service(s) to the residents at large of the Township. Should the Township discontinue any particular service(s) now rendered to Township residents, any provision(s) of this Agreement concerning the same service(s) will terminate upon the effective date of discontinuance of said service(s). In the event any services are discontinued, the Township will provide the Association with prior advance notice of same.
10. **Invalidity or Amendment.** Notwithstanding the provisions of Paragraph 2 herein, in the event that the Act, as amended from time to time, is declared by a Court of competent jurisdiction to be invalid or is repealed by the legislature, the Township will not be obliged to provide to the Association any of the services covered by the Act, or to pay reimbursement for any outstanding costs incurred by the Association or for any costs incurred by the Association on or after the effective date of such invalidation or repeal, and this Agreement will become null and void as of that date. In the event that the Act is held by a Court of competent jurisdiction to be invalid in part, or is amended by the legislature in a manner which reduces this Agreement, including any obligation to reimburse the Association for any outstanding costs incurred by the Association, or any costs incurred by the Association on or after the effective date of such court decision or such amendment with respect to any services affected by the decision or amendment, will be reduced or voided accordingly. However, the Association

will not be obliged to refund the Township any monies, which it may have received from the Township on or before the effective date for reimbursement under the terms of this Agreement. Conversely, in the event the subsequent enactment of legislation or decision by a Court of competent jurisdiction expands the Township's obligations or requirements under the Act, the Association will be entitled to receive the benefit of any such legislation or decision.

11. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, the respective successors, representatives and assigns of the parties, except that any reimbursement due to the Association shall be paid to the Association rather than to their grantees, unless the Association expressly gives contrary written instructions to the Township.
12. **Township's Representative.** The Township Council of Verona (hereinafter referred to as the "Township Council") delegates to the Township Manager, or in the Township Manager's absence, the Township Clerk, the power to act on behalf of the Township Council in any instance in which this Agreement provides for some action by the Township. This provision shall not override any provision of law, which, in particular matters, does not permit delegation of the Township Council's powers.
13. **Headings.** Paragraph headings in this Agreement are for convenience of reference only and are to be disregarded in interpreting this agreement.
14. **Notices.** Notices relating to this Agreement will be in writing and mailed to the following addresses, or such different addresses as any party may designate for itself by notice to the others.

For the Township:

Township Clerk
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

and

Township Manager
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

For the Association:

NAME OF CONDO ASSOCIATION
ADDRESS
Verona, New Jersey 07044
ATTN: Property Manager

15. **Full Consideration.** Provided payment for street lighting, leaf removal and removal of snow, ice and other obstructions is made as required under this

Agreement, the Association agrees to accept the Township's annual payment as good, adequate and full consideration for the services provided by the Association.

16. **Recording of Agreement.** This Agreement may be recorded in the Office of the County Clerk by the Township or by the Association at either party's expense.
17. **Agreement to Contain All Provisions.** It is mutually agreed that the Agreement is the entire Agreement and that no oral or other evidence shall contradict this Agreement unless set forth in writing and executed by both parties.

{SIGNATURES ON NEXT PAGE}

SAMPLE

IN WITNESS WHEREOF, the parties accept and enter into this Agreement this date _____, 20__.

TOWNSHIP OF VERONA

NAME OF CONDO ASSOCIATION

BY: _____
Matthew Cavallo,
Township Manager

BY: _____

Attest: _____
Jennifer Kiernan,
Township Clerk

SAMPLE

**MUNICIPAL SERVICES AGREEMENT
CALENDAR YEAR 2022**

EXHIBIT A

Association: NAME OF CONDO ASSOCIATION

The following shall be the reimbursement rates for the below referenced services for the Calendar Year 2022.

1. **Collection of Refuse and Bulky Waste.** The Township shall reimburse the Association for the actual cost of the collection of refuse and bulky waste from Residents within the Development not to exceed \$_____, which represents the cost that would be incurred by the Township in providing these services to the Association itself for the Calendar Year.
2. **Street Lighting.**
This section intentionally omitted.
3. **Leaf Removal Services.**
This section intentionally omitted.
4. **Removal of Snow, Ice and Other Obstructions from Roads and Streets.**
This section intentionally omitted.

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-_____

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AUTHORIZING EXECUTION OF
2022 – 2024 QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT
WITH CLARIDGE HOUSE II CONDOMINIUM ASSOCIATION**

WHEREAS, in accordance with *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on public roads and streets in the Condominium, which is a qualified private community, or to reimburse said Condominium to the extent specified in that statute for the actual costs to the Association of providing said specified services; and

WHEREAS, Claridge House II Condominium Association is a Qualified Private Community located within the Township of Verona; and

WHEREAS, the Township wishes to enter into a Qualified Private Community Services Agreement with Claridge House II Condominium Association for purposes of providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection where applicable at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, County of Essex, New Jersey that the Township is hereby authorized to enter into a 2022 – 2024 Qualified Private Community Service Agreement with Claridge House II Condominium Association for the purpose providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

BE IT FURTHER RESOLVED that the Township Manager and the Township Clerk are hereby authorized to execute said agreements on behalf of the Township of Verona to effectuate same.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

**MUNICIPAL SERVICES AGREEMENT
CALENDAR YEARS 2022 - 2024**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this ____ day of December, 2021 between the **TOWNSHIP OF VERONA**, a municipal corporation organized under the laws of the State of New Jersey, having its principal office at 600 Bloomfield Avenue, Verona, New Jersey 07044 (hereinafter referred to as the "Township") and **CLARIDGE HOUSE I CONDOMINIUM ASSOCIATION, INC.** a non-profit corporation of the State of New Jersey, having offices **1 Claridge Drive, Verona, New Jersey 07044** (hereinafter referred to as the "Association" or the "Development").

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **CLARIDGE HOUSE I CONDOMINIUM ASSOCIATION, INC.**, which is a qualified private community, as defined under *N.J.S.A. 40:67-23.2*, located within the Township; and

WHEREAS, in accordance with New Jersey's Municipal Services Act (hereinafter referred to as the "Act"), *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on roads and streets within the Development, or reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services:

NOW, THEREFORE, in accordance with the Act, the parties hereby covenant and agree as follows:

1. **Scope of Agreement.** The Township shall reimburse the Association for the Association's costs for the services identified herein on the roads and streets within the Development.
2. **Term of Agreement and Agreement Modifications.** This Agreement shall commence upon execution and can be terminated upon 60 days notice by either Party. Upon termination, the Parties agree that a successor Agreement may be negotiated in accordance with the applicable law. This Agreement may be modified only upon subsequent written agreement of the parties and in conformity with subsequent legislative changes to the Act or case law decisions by a Court of competent jurisdiction.
3. **Collection of Refuse and Bulky Waste and Leaf Removal.** Assuming the cost is less than that of the Township's cost, the Township shall reimburse the Association for the actual cost incurred by the Association for solid waste and recyclable material removal plus 50% of the difference between the Association's cost and the Township's cost. If the Association's cost is greater than the Township's cost, the Township shall reimburse the Association only the Township's costs. In addition, the Township shall reimburse the Association for leaf removal at \$1,512 per year. The Township's cost shall be calculated and provided to the Association in December of the previous year.

4. **Street Lighting.** The Township shall reimburse the Association for the Association's costs for the street lighting provided by PSE&G from the streets within the Development in the amount of \$700 per year. In 2025, the parties shall analyze the actual amount spent by the Association for 2022, 2023, and 2024, the Township's cost to provide the services for 2022, 2023, and 2024 and compare those amounts to the reimbursements made for 2022, 2023, and 2024 as indicated above. Based upon the analysis, the parties will estimate and agree to the appropriate reimbursement amount for 2026, 2027, and 2028 to cover the anticipated costs of providing the services for those years, as well as reimbursing the Township for any overpayments made to the Association for 2022, 2023, and 2024 or reimburse the Association for any underpayments to the Association based upon the 2022, 2023, and 2024 payments. Any overpayments or underpayments shall be reimbursed by adding or deducting equal amounts from the estimate payments due over the next agreed upon number of years. This process shall be repeated every few years as agreed to by the parties.
5. **Removal of Snow, Ice and Other Obstructions from Roads and Streets.** The Township shall reimburse the Association for the Association's costs for removal of snow, ice and other obstructions from its roads and streets in the amount of \$5,000 per calendar year.
6. **Accounting of Use of Monies Paid.** Pursuant to *N.J.S.A. 40:67-23.5*, the Association shall provide for an accounting of the use of the money paid over to it by Township, and for the refunding to Township of any payments in excess of the amounts actually expended or contractually committed by Association during the accounting period in order to provide for the services covered by the Agreement.
7. **Discontinuance of Services.** Nothing in this Agreement will be deemed to require the Township to provide, or to continue to provide, any service(s) to the residents at large of the Township. Should the Township discontinue any particular service(s) now rendered to Township residents, any provision(s) of this Agreement concerning the same service(s) will terminate upon the effective date of discontinuance of said service(s). In the event any services are discontinued, the Township will provide the Association with prior advance notice of same.
8. **Invalidity or Amendment.** Notwithstanding the provisions of Paragraph 2 herein, in the event that the Act, as amended from time to time, is declared by a Court of competent jurisdiction to be invalid or is repealed by the legislature, the Township will not be obliged to provide to the Association any of the services covered by the Act, or to pay reimbursement for any outstanding costs incurred by the Association or for any costs incurred by the Association on or after the effective date of such invalidation or repeal, and this Agreement will become null and void as of that date. In the event that the Act is held by a Court of competent jurisdiction to be invalid in part, or is amended by the legislature in a manner which reduces this Agreement, including any obligation to reimburse

the Association for any outstanding costs incurred by the Association, or any costs incurred by the Association on or after the effective date of such court decision or such amendment with respect to any services affected by the decision or amendment, will be reduced or voided accordingly. However, the Association will not be obliged to refund the Township any monies, which it may have received from the Township on or before the effective date for reimbursement under the terms of this Agreement. Conversely, in the event the subsequent enactment of legislation or decision by a Court of competent jurisdiction expands the Township's obligations or requirements under the Act, the Association will be entitled to receive the benefit of any such legislation or decision.

9. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, the respective successors, representatives and assigns of the parties, except that any reimbursement due to the Association shall be paid to the Association rather than to their grantees, unless the Association expressly gives contrary written instructions to the Township.
10. **Township's Representative.** The Township Council of Verona (hereinafter referred to as the "Township Council") delegates to the Township Manager, or in the Township Manager's absence, the Township Clerk, the power to act on behalf of the Township Council in any instance in which this Agreement provides for some action by the Township. This provision shall not override any provision of law, which, in particular matters, does not permit delegation of the Township Council's powers.
11. **Headings.** Paragraph headings in this Agreement are for convenience of reference only and are to be disregarded in interpreting this agreement.
12. **Notices.** Notices relating to this Agreement will be in writing and mailed to the following addresses, or such different addresses as any party may designate for itself by notice to the others.

For the Township:

Township Clerk
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

and

Township Manager
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

For the Association:

CLARIDGE HOUSE II CONDOMINIUM
ASSOCIATION, INC.

2 Claridge Drive
Verona, New Jersey 07044
ATTN: Property Manager

13. **Full Consideration.** Provided payment for street lighting, leaf removal and removal of snow, ice and other obstructions is made as required under this Agreement, the Association agrees to accept the Township's annual payment as good, adequate and full consideration for the services provided by the Association.
14. **Recording of Agreement.** This Agreement may be recorded in the Office of the County Clerk by the Township or by the Association at either party's expense.
15. **Agreement to Contain All Provisions.** It is mutually agreed that the Agreement is the entire Agreement and that no oral or other evidence shall contradict this Agreement unless set forth in writing and executed by both parties.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the parties accept and enter into this Agreement this ____ day of December, 2021.

TOWNSHIP OF VERONA

**CLARIDGE HOUSE II CONDOMINIUM
ASSOCIATION, INC.**

BY: _____
Matthew Cavallo,
Township Manager

BY: _____

Attest: _____
Jennifer Kiernan,
Township Clerk

DRAFT

[END OF AGREEMENT]

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-_____

A motion was made by _____; seconded by _____ that the following resolution be adopted:

**AUTHORIZING EXECUTION OF
2022 – 2024 QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT
WITH THE CLARIDGES, LLC**

WHEREAS, in accordance with *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on public roads and streets in the Condominium, which is a qualified private community, or to reimburse said Condominium to the extent specified in that statute for the actual costs to the Association of providing said specified services; and

WHEREAS, the Claridges, LLC is a Qualified Private Community located within the Township of Verona; and

WHEREAS, the Township wishes to enter into a Qualified Private Community Services Agreement with the Claridges, LLC for purposes of providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection where applicable at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, County of Essex, New Jersey that the Township is hereby authorized to enter into a 2022 – 2024 Qualified Private Community Service Agreement with the Claridges, LLC for the purpose providing reimbursement for street ice and snow removal and street lighting at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

BE IT FURTHER RESOLVED that the Township Manager and the Township Clerk are hereby authorized to execute said agreements on behalf of the Township of Verona to effectuate same.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

**MUNICIPAL SERVICES AGREEMENT
CALENDAR YEARS 2022 - 2024**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this ____ day of December, 2021 between the **TOWNSHIP OF VERONA**, a municipal corporation organized under the laws of the State of New Jersey, having its principal office at 600 Bloomfield Avenue, Verona, New Jersey 07044 (hereinafter referred to as the "Township") and **THE CLARIDGES LLC**, a non-profit corporation of the State of New Jersey, having offices at 2 Claridge Drive, Verona, New Jersey 07044 (hereinafter referred to as the "Association" or the "Development").

WHEREAS, the Association is responsible for the administration and management of the common areas and facilities at the residential development known as **THE CLARIDGES LLC**, which is a qualified private community, as defined under *N.J.S.A. 40:67-23.2*, located within the Township; and

WHEREAS, in accordance with New Jersey's Municipal Services Act (hereinafter referred to as the "Act"), *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on roads and streets within the Development, or reimburse the Association to the extent specified in that statute for the actual costs to the Association of providing said specified services:

NOW, THEREFORE, in accordance with the Act, the parties hereby covenant and agree as follows:

1. **Scope of Agreement.** The Township shall reimburse the Association for the Association's costs for the following services on the roads and streets within the Development.
2. **Term of Agreement and Agreement Modifications.** This Agreement shall commence upon execution and can be terminated upon 60 days' notice by either Party. Upon termination, the Parties agree that a successor Agreement may be negotiated in accordance with the applicable law. This Agreement may be modified only upon subsequent written agreement of the parties and in conformity with subsequent legislative changes to the Act or case law decisions by a Court of competent jurisdiction.
3. **Collection of Refuse and Bulky Waste and Leaf Removal.** The reimbursement for this service is provided directly to Claridge House I Condominium Association and Claridge House II Condominium Association. No further reimbursement to the Association will be provided to the Association.
4. **Street Lighting.** The street lighting along the roads and streets of the Association are billed to and paid for directly to the Electric Utility by the Township. No reimbursement to the Association will be provided.
5. **Removal of Snow, Ice and Other Obstructions from Roads and Streets.** The Township shall reimburse the Association for the Association's costs for

removal of snow, ice and other obstructions from its roads and streets in the amount of \$19,000 in 2022, \$19,500 in 2023 and \$20,000 in 2024. In 2025, the parties shall analyze the actual amount spent by the Association for 2022, 2023, and 2024, the Township's cost to provide the services for 2022, 2023, and 2024 and compare those amounts to the reimbursements made for 2022, 2023, and 2024 as indicated above. As negotiated between the parties, it is agreed upon that reimbursement by the Township shall be at a rate of 64% of the total expenses incurred by the LLC for snow removal and deicing paid to their private contractor. Based upon the analysis, the parties will estimate and agree to the appropriate reimbursement amount for 2026, 2027, and 2028 to cover the anticipated costs of providing the services for those years, as well as reimbursing the Township for any overpayments made to the Association for 2022, 2023, and 2024 or reimburse the Association for any underpayments to the Association based upon the 2022, 2023, and 2024 payments. Any overpayments or underpayments shall be reimbursed by adding or deducting equal amounts from the estimate payments due over the next agreed upon number of years. This process shall be repeated every few years as agreed to by the parties.

6. **Accounting of Use of Monies Paid.** Pursuant to *N.J.S.A. 40:67-23.5*, Association shall provide for an accounting of the use of the money paid over to it by Township, and for the refunding to Township of any payments in excess of the amounts actually expended or contractually committed by Association during the accounting period in order to provide for the services covered by the Agreement.
7. **Discontinuance of Services.** Nothing in this Agreement will be deemed to require the Township to provide, or to continue to provide, any service(s) to the residents at large of the Township. Should the Township discontinue any particular service(s) now rendered to Township residents, any provision(s) of this Agreement concerning the same service(s) will terminate upon the effective date of discontinuance of said service(s). In the event any services are discontinued, the Township will provide the Association with prior advance notice of same.
8. **Invalidity or Amendment.** Notwithstanding the provisions of Paragraph 2 herein, in the event that the Act, as amended from time to time, is declared by a Court of competent jurisdiction to be invalid or is repealed by the legislature, the Township will not be obliged to provide to the Association any of the services covered by the Act, or to pay reimbursement for any outstanding costs incurred by the Association or for any costs incurred by the Association on or after the effective date of such invalidation or repeal, and this Agreement will become null and void as of that date. In the event that the Act is held by a Court of competent jurisdiction to be invalid in part, or is amended by the legislature in a manner which reduces this Agreement, including any obligation to reimburse the Association for any outstanding costs incurred by the Association, or any costs incurred by the Association on or after the effective date of such court decision or such amendment with respect to any services affected by the decision or amendment, will be reduced or voided accordingly. However, the Association will not be obliged to refund the Township any monies, which it may have

received from the Township on or before the effective date for reimbursement under the terms of this Agreement. Conversely, in the event the subsequent enactment of legislation or decision by a Court of competent jurisdiction expands the Township's obligations or requirements under the Act, the Association will be entitled to receive the benefit of any such legislation or decision.

9. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, the respective successors, representatives and assigns of the parties, except that any reimbursement due to the Association shall be paid to the Association rather than to their grantees, unless the Association expressly gives contrary written instructions to the Township.
10. **Township's Representative.** The Township Council of Verona (hereinafter referred to as the "Township Council") delegates to the Township Manager, or in the Township Manager's absence, the Township Clerk, the power to act on behalf of the Township Council in any instance in which this Agreement provides for some action by the Township. This provision shall not override any provision of law, which, in particular matters, does not permit delegation of the Township Council's powers.
11. **Headings.** Paragraph headings in this Agreement are for convenience of reference only and are to be disregarded in interpreting this agreement.
12. **Notices.** Notices relating to this Agreement will be in writing and mailed to the following addresses, or such different addresses as any party may designate for itself by notice to the others.

For the Township:

Township Clerk
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

and

Township Manager
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

For the Association:

THE CLARIDGES LLC
2 Claridge Drive
Verona, New Jersey 07044
ATTN: Property Manager

13. **Full Consideration.** Provided payment for street lighting, leaf removal and removal of snow, ice and other obstructions is made as required under this Agreement, the Association agrees to accept the Township's annual payment as

good, adequate and full consideration for the services provided by the Association.

14. **Recording of Agreement.** This Agreement may be recorded in the Office of the County Clerk by the Township or by the Association at either party's expense.
15. **Agreement to Contain All Provisions.** It is mutually agreed that the Agreement is the entire Agreement and that no oral or other evidence shall contradict this Agreement unless set forth in writing and executed by both parties.

{SIGNATURES ON NEXT PAGE}

DRAFT

IN WITNESS WHEREOF, the parties accept and enter into this Agreement this ____ day of December, 20212.

TOWNSHIP OF VERONA

THE CLARIDGES LLC

BY: _____
Matthew Cavallo,
Township Manager

BY: _____

Attest: _____
Jennifer Kiernan,
Township Clerk

DRAFT

[END OF AGREEMENT]

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION NO. 2021-_____

A motion was made by _____; seconded by _____ that the following resolution be adopted:

**AUTHORIZING THE SUBMISSION OF A STRATEGIC PLAN FOR THE
VERONA MUNICIPAL ALLIANCE GRANT FOR FISCAL YEAR 2023 (2022-23)**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Township Council recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Township Council further recognize that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, County of Essex, State of New Jersey does hereby authorize submission of a strategic plan for the Verona Municipal Alliance grant for Fiscal Year 2023 (2022-23) in the amount of:

DEDR	\$16,300.00
Cash Match	\$ 4,075.00
In-Kind	\$12,225.00

BE IT FURTHER RESOLVED that the Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

FORM 1A

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: 2023

Alliance Tier: 2 (\$10,001-\$20,000)

APPLICANT MUNICIPALITY/IES: Verona, NJ	COUNTY: Essex
ALLIANCE NAME: Verona Municipal Alliance Committee (VMAC)	ALLIANCE WEBSITE: www.vmacnj.org
ALLIANCE STREET ADDRESS: c/o Township of Verona, Municipal Building, 600 Bloomfield Avenue TOWN: Verona STATE: NJ ZIP: 07044	
TELEPHONE: (973) 857-4850 (973) 239-3220	FAX: (973-857-8551)
ALLIANCE CHAIRPERSON: Wendi Caplan-Carroll STREET ADDRESS: 16 Whitney Terrace TOWN: Verona STATE: NJ ZIP: 07044 EMAIL: wendicc@gmail.com	ALLIANCE COORDINATOR: Claudine Pascale STREET ADDRESS: 17 Gould Street TOWN: Verona STATE: NJ ZIP: 07044 EMAIL: pascale@veronalibrary.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): 12 / 20 / 2021	

A) Alliance DEDR Allocation \$ 16,300

B) Cash Match (must be 25% of DEDR Allocation) \$ 4,075

C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 12,225

TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 32,600

Township of Verona	Alex Roman	
_____ *MUNICIPALITY	_____ MAYOR	_____ SIGNATURE

Township of Verona	Matthew Cavallo	
_____ *MUNICIPALITY	_____ TOWNSHIP MANAGER	_____ SIGNATURE

Township of Verona	Jennifer Kiernan	
_____ *MUNICIPALITY	_____ MUNICIPAL CLERK	_____ SIGNATURE

Wendi Caplan-Carroll		
_____ ALLIANCE CHAIRPERSON	_____ SIGNATURE	_____ DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

Governor's Council on Alcoholism and Drug Abuse

Fiscal Grant Cycle October 2020-June 2025

FORM 1C**STATEMENT OF ASSURANCES**

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. In the event that a final audit has not been performed prior to the closeout of the grant, GCADA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
13. The municipality agrees that in the event that the matching requirement is not met, the county government will only reimburse the DEDR expenses in portion to the percentage of Cash Match and In-Kind that was expended/documented.
14. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

Governor's Council on Alcoholism and Drug Abuse
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FORM 1D

FISCAL REQUIREMENTS

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
2. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
3. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
4. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
5. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
6. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.
7. The applicant agrees that if an Alliance does not fully expend their DEDR funding in a grant year, the 25% cash match and 75% in-kind matching requirement will be based upon the actual level of DEDR expenditures within the grant year.
8. The applicant agrees that if the DEDR funding is fully expended but the cash match and in-kind requirement is not met, the County government will not fully reimburse the municipal DEDR expenses.
9. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
10. The municipality or lead municipality will maintain information required about cash and in-kind match.

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FORM 3

MUNICIPAL ALLIANCE COMMITTEE MEMBERSHIP LIST

Alliance Name: Verona MAC **County:** Essex **Grant Year:** 2022-23 **Last Updated:** 12/7/21

INDIVIDUAL REPRESENTATIVE	MAILING ADDRESS AND E-MAIL	TERM	SECTOR
TOWNSHIP REPRESENTATIVES (5)			
Christine McGrath Council Representative	c/o Verona Town Hall 600 Bloomfield Ave, Verona	n/a	Mayor and/or governing body (or designee)
Rosanne Bornstein for Matt Cavallo	33 Brentwood Drive, Verona rofb@hotmail.com	n/a	Township Manager or designee and past Alliance Coordinator
Joel Martin, Detective Alyssa Kirby, Officer	600 Bloomfield Ave, Verona joel.martin@veronapolice.org	n/a	Chief of Police (or designee) and other law enforcement agencies
Dr. Lydia E. Furnari, Interim Superintendent of Schools	121 Fairview Ave, Verona	n/a	School district administrative staff and/or school board member
Claudine Pascale, Library Director	17 Gould St, Verona	n/a	Alliance Coordinator
PUBLIC MEMBERS (10)			
Wendi Caplan-Carroll (Co-Chair)	16 Whitney Terrace, Verona	6/30/2022	A representative of the Parent-Teacher Association (VHS)
Rachel Klansky (Co-Chair)	74 Derwent Avenue, Verona	6/30/2024	Representative of local civic or volunteer groups (Junior Women's Club of Verona)
Colin Boyle	23 Balson Drive, Verona	6/30/2024	Parents and/or guardians (VHS)
Ann Jocelyn	11 Willow Terrace, Verona	6/30/2024	Community representative, past Alliance Coordinator
Kimberly Manis	70 Sunset Avenue, Verona	6/30/2023	A representative of the Parent-Teacher Association (Brookdale)
Suzanne Simpson	18A Montrose Avenue, Verona	6/30/2022	A representative of the Parent-Teacher Association (Forest)
Julianna Boyle (Secretary)	23 Balston Drive, Verona	6/30/2024	Youth representative
Kristina Oliver	21 Hamilton Road, Verona	PENDING 6/30/2024	A representative of the Parent-Teacher Association (Laning)
Catherine Wolverton	87 Lynwood Road, Verona	PENDING 6/30/2024	A representative of the Parent-Teacher Association (HBW & FN Brown)
VACANT			
Suzanne Simpson	Above		Health and Human Service agencies/professionals; especially health care professionals including Pharmacists, Physicians or Therapists, etc.
Suzanne Simpson	Above		Individuals who have been affected by alcoholism or drug abuse, including individuals who have been directly affected by their own or family members abuse or addictions
Suzanne Simpson	Above		Representatives of public and private organizations involved in the prevention or treatment of alcoholism and drug abuse and/or the regional coalition

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Rosanne Bornstein	Above		Older adult representatives
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FORM 5
Municipal Alliance Committee Capacity Assessment Tool

Alliance Name: Verona MAC **County:** Essex **Grant Year:** FY23 **Last Updated:** 12/7/21

The assessment tool serves as BOTH a tool to evaluate the current capacity of the Municipal Alliance Committee and a resource to build-up and strengthen the structure and function of the Committee. The goal is to increase the Municipal Alliance's community identity and participation to affect community-wide change.

- At a minimum, the assessment check list must be completed and included in the Strategic Plan and annual updates
- On a quarterly basis, it is recommended that the Municipal Alliance Committee will evaluate their Improvement Plan section.
- At a minimum, the outcomes of the Improvement Plan section will be reviewed by the county at the annual Site Visit.

It is important that the Improvement Plan be reassessed on a regular basis as capacity building is an ongoing and fluid process which is subject to both internal and external changes.

Overall Section Score: Committee Members rate the Municipal Alliance's overall score in each category.
Scores are rated '1 through 5'; 5 is the highest score and 1 is the lowest score.
All categories rated 2 or below must be addressed in the improvement plan section
The committee may choose to strengthen any categories rated '3' or above

Date of Assessment: _____12/6/21_____ Number of members participating in the assessment: ____7____

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<i>Category</i>	<i>Considerations</i>	<i>Overall Section Score</i>	<i>Successes/Challenges/Comments</i>	<i>Improvement Plan <u>Steps to build & strengthen structure and function.</u></i>
A. Membership (see suggested sectors on Form 3)	<ol style="list-style-type: none"> 1. All sectors are represented on the committee 2. Community cultural demographics are represented on the committee. 3. The committee encourages collaborations with community partners. 4. Diversity issues are discussed at meetings. 5. Cultural sub-groups are included in all aspects of the SPF (i.e. assessment, planning, implementation, evaluation, etc.) to insure cultural relevance. 6. Members receive copies of membership listing. 	3	<p>The town is not very diverse however we are working towards addressing and discussing diversity issues.</p> <p>It is difficult to recruit members, at no fault of the committee. We have tried for years to maintain membership.</p>	<p>Outreach through the faith based community.</p> <p>Invite new members who represent diverse viewpoints.</p> <p>Increase visibility at school based clubs, plays, sport events, musical events, etc.</p>
B. Meeting Place/Time & Room Preparation	<ol style="list-style-type: none"> 1. The meeting site is appropriate in size/location and represents the group as a Municipal government organization. 2. The meeting time fits-in with member schedules. 3. There is adequate signage: Members/ public easily locate the meeting place. 4. There is adequate seating prepared prior to the start of the meeting. The seating 	5	<p>Quarterly meetings and video conference call meetings decrease the formal demand on time while increasing the availability of and flexibility for members.</p>	

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	<p>arrangement is conducive to discussion.</p> <p>5. Sign-In Sheets, Agendas, and Hand-Outs are visible and available.</p>			
C. Vision & Mission Statements and Bylaws	<ol style="list-style-type: none"> 1. The Municipal Alliance has Vision and Mission Statements. 2. The Municipal Alliance's Bylaws are current. 3. Members have copies of the Vision and Mission Statements and Bylaws. 4. The Vision and Mission Statements are available at each meeting. 	4	<p>The formalization and proliferation of the mission (to the point of being able to encapsulate in into 5 or even 3 words) has been beneficial in focusing members and the community on VMAC work.</p> <p>Due to the use of Zoom for virtual meetings the availability of mission statements are not practical but they are posted on all VMAC sites and used on all publicity.</p>	
D. Welcome	<ol style="list-style-type: none"> 1. Current literature hand-outs about the Municipal Alliance are on file. 2. Special attention is given to New Members, Public Participants, Presenters, and Visitors at meetings; and they receive Alliance information. 	4	<p>This is standard practice at all meetings.</p>	

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	3. Round Table introductions are conducted prior to start of each meeting.			
E. Decision Making	<ol style="list-style-type: none"> 1. A clear summary statement (motion) is presented to members prior to a vote. 2. All members are given an opportunity to express opinions and participate in discussions. 	5	<p>The subcommittee meets and prepares proposals before a general meeting.</p> <p>Proposals are often sent via email for thought and discussion before a meeting so members are prepared.</p>	
F. Program Information and Outcomes	<ol style="list-style-type: none"> 1. Members are informed of activity/program descriptions, progress, and outcomes at each meeting. 	5	The chair or coordinator prepares a report for each program.	The club advisors could be present at a meeting when there is something special to report.
G. Correspondence	<ol style="list-style-type: none"> 1. Meeting reminders/follow-up and meeting minutes are sent to all members. 2. Alliance Correspondence (Local, County, State) is shared with members. 	5	Email reports are sent to all members.	
H. Training	<ol style="list-style-type: none"> 1. Training opportunities are available for members. Cultural Competency training is provided and new members are oriented. 	3	It is a challenge to find time that members can or will donate to implementation of programs and additional broad training. As we move out of pandemic, this should improve.	<p>Share information about County meetings with more members.</p> <p>Invite Count Coordinator to meetings.</p>

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I. Acknowledgements	1. The committee has a process in place for recognizing the efforts of volunteers or community partners.	4	<p>There is no formal recognition of members or broad recognition of programs outside of the meetings.</p> <p>At the end of the year we used to be able to thank the advisors with gifts but the grant no longer allows for that.</p> <p>Successes are acknowledged as part of the meeting reports and recorded in the minutes.</p>	
J. Feedback	1. Members are encouraged to make suggestions and share ideas regarding the organizational structure of the committee.	5	<p>There is open dialog during meetings and the Coordinator and Chair have always been available to members for offline discussion.</p> <p>Time is allowed at each meeting for suggestions and discussion from the members, The Chair and coordinator are available to all members for suggestions on structure.</p>	
K. Resources and Collaborations	<p>1. The Municipal Alliance maintains a list of membership resources (See Community Anti Drug Coalitions of America “Capacity Primer” p. 12-18 and Appendix 2 of the Guidelines)</p> <p>2. The Municipal Alliance informs the governing body of programs and activities.</p>	4	Resources, specifically human resources, are limited at many organizations. There is not always enough communication among stakeholders to ensure cooperation and reduce program redundancies.	

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	<ul style="list-style-type: none"> 3. Community organizations are invited to Municipal Alliance Committee meetings to discuss ATOD issues and resources. 4. There is a listing of current Community Resources to build community partnerships. 5. The Municipal Alliance supports other community organizations' ATOD prevention programs. 		A member of the Town Council is an active participant in our meetings for dialogue.	
L. Subcommittees	<ul style="list-style-type: none"> 1. The Municipal Alliance creates subcommittees when appropriate to achieve the program and activity goals. Relevant non-members are considered for inclusion on the subcommittee. 	4	COVID has changed some of these committees but we have maintained what we can.	
M. Other Suggestions				

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FORM 6
ALLIANCE COORDINATION PLAN

(Complete this form if there is a paid Municipal Alliance Coordinator.)

Alliance Name: Verona MAC

County: Essex

Last Updated: 11/22/2021

Coordinator Information: Name Street Address City, State Zip Phone Number Email	Claudine Pascale 17 Gould St. Verona, NJ 07044 973-857-4850 pascale@veronalibrary.org or vmac@veronanj.org
Job Responsibilities: Identify responsibilities of the Coordinator.	Completes purchase requisitions, quarterly and yearend reports to VMAC Board, GCADA & Township; attends county/state meetings and trainings; monitors programs for appropriate activity/spending; coordinates programs with other parties; grant writing activities i.e. need assessments, surveys and coordination.
Role in the Municipality: Define your role in the municipality and to whom you report. If you are also a municipal employee, please list your title.	Report to the CFO and the Township Manager for all purchases and reports. Attend all VMAC Board and general meetings as well as coordinate some programs with Township Departments as needed. Paid through Township of Verona In-Kind as the Grant Coordinator. Also the Township's Library Director.
Coordination Budget and Resources: Complete this section for administrative coordination services only. This does not include any program implementation services. Please provide a detailed breakdown including hourly rate or salary. *Information from this section must be placed on Form 8 under Alliance Coordination.	DEDR Total \$0 DEDR—Personnel/Twp Employee---\$0 DEDR---Consultant—\$0 DEDR—Other Direct Cost—\$0 Cash Match Total \$0 Cash Match—Personnel/Twp Employee---\$0 Cash Match---Consultant—\$0 Cash Match—Other Direct Cost—\$0 In-Kind Total \$5,000 In-Kind—Personnel/Twp Employee---\$5,000 In-Kind---Consultant—\$0 In-Kind—Other Direct Cost—\$0 COORDINATION TOTAL \$5,000
Program Implementation: Are you also being paid to implement any Alliance programs? If so, please detail the program and responsibilities. Complete this section for program implementation services only. This does not include administrative coordination services. Please provide a detailed breakdown including hourly rate or salary. *Information from this section must also be accounted for as part of the program information included on Form 7 and 8. This does not get included on Form 8 under Alliance Coordination.	DEDR Total \$0 DEDR—Personnel/Twp Employee---\$0 DEDR---Consultant—\$0 DEDR—Other Direct Cost—\$0 Cash Match Total \$0 Cash Match—Personnel/Twp Employee---\$0 Cash Match---Consultant—\$0 Cash Match—Other Direct Cost—\$0
Grand Total Costs:	DEDR Total \$0 DEDR—Personnel/Twp Employee---\$0 DEDR---Consultant—\$0

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<p>Add both sections above (Coordination Budget and Resources AND Program Implementation) to provide a grand total.</p>	<p>DEDR—Other Direct Cost—\$0</p> <p>Cash Match Total \$0</p> <p>Cash Match—Personnel/Twp Employee---\$0</p> <p>Cash Match---Consultant—\$0</p> <p>Cash Match—Other Direct Cost—\$0</p> <p>In-Kind Total \$5,000</p> <p>In-Kind—Personnel/Twp Employee---\$5,000</p> <p>In-Kind---Consultant—\$0</p> <p>In-Kind—Other Direct Cost—\$0</p>
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FORM 7
ALLIANCE ACTION PLAN
For an Intervention Tied to Multiple Logic Models
(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Verona

County: Essex

Last Updated: 12/14/2021

Priority Problem: Alcohol/Underage Drinking

Problem Statement (State or Regional Coalition): Alcohol Misuse and underage use has led to a number of consequences in our community

Root Cause: Availability/Access Favorable Attitudes & Community Norms

Local Condition: Social Availability: family and friends low risk perception

Priority Problem: Tobacco (vaping nicotine)

Problem Statement (State or Regional Coalition): Tobacco use has led to a number of consequences in our community

Root Cause: Availability/Access and Social Norms (youth & adults), low perception of risk

Local Condition: Attitudes Favorable towards General and Low Perception of risk

Priority Problem: Marijuana

Problem Statement (State or Regional Coalition): Marijuana use has led to a number of consequences in our community

Root Cause: Favorable Attitudes & Community Norms

Local Condition: Attitudes Favorable towards General and Low Perception of risk

Priority Problem: Prescription Drugs

Problem Statement (State or Regional Coalition): Prescription drug use and misuse has led to a number of our community

Root Cause: Availability and Access

Local Condition: Social Availability: Peers and Family

Plan for Action	Intervention: Specific name of activity/program	COMMUNITY OUTREACH 1. Family Night/Dinner Makes a Difference 2. SAFE Homes Program and Registry with Parents Who Host Lose the Most (PWH) 3. Public Service Announcements/Social Media/Website 4. Community Events: National Night Out & Fair in the Square 5. Community Wellness Presentations: Success Street, LLC 6. Family Movie Nights
	CADCA Strategy/ies:	Provide information, enhance skills, change consequences, reduce access/ increase barriers
	Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	1. Family Night/Dinner Makes a Difference focuses on the importance of eating meals as a family and provides conversation starters and activities to help parents have conversations with their children. Most local restaurants offer specials and discounts for families and all school and town activities are cancelled for the afternoon and evening, including no homework. This is coordinated with the school district's homework free weekends. 2. Parents Who Host Lose the Most (PWH) with SAFE Homes Program and Registry to educate parents and other community members, including youth, about the legal ramifications of hosting events where alcohol is consumed by underage youth. The registry educates parents about multiple threats to youth safety and enables parents to connect with like-minded individuals. It also provides VMAC with a list of receptive and supportive members of the community. 3. Public Service Announcements are designed to share specific facts and general motivation messages to various target populations: students, parents, grandparents, community members, etc. The community will benefit from the increased knowledge about dangers and increased motivation among youth to stay drug and alcohol free. These are delivered through local media outlets, posters, website and social media. 4. Community Events: Attendance at National Night Out and Fair in the Square allows VMAC to expand awareness of vast program initiatives, contact potential volunteers, and reach audiences with information regarding ATOD use and abuse. Participation and partnership in these events also keep VMAC as a relevant and vital component of the community wellness efforts.

		<p>5. Community Wellness Presentation: FY23 will feature seminars for parents at each school level (elementary, middle and high school) from Success Street lead by doctoral-level social worker and school psychologist/Board Certified Behavioral Analyst.</p> <p>6. Family Movie Nights: Provides an environment and opportunity for family/community bonding that is alcohol, tobacco and drug free. Raise awareness regarding the dangers of these substances.</p>	
	<p>When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?</p>	<p>1. Family Night/Dinner Makes a Difference: Two per year, in March and October.</p> <p>2. Parents Who Host Lose the Most (PWH) with SAFE Homes Program and Registry: The SAFE Homes registry and PWH information is sent home to every Verona family in the back-to-school packets in the fall. This is followed up by PSA and social media through December with November being designated as SAFE Homes month by the Township. PWH is the focus of a spring assembly and PSA campaign in conjunction with AwareAwakeAlive in the high school. These programs are also addressed at events such as National Night Out.</p> <p>3. PSA placement will take place throughout the year through various mediums. The placement may be in school activity programs, social media and local online media outlets. Most of these PSAs will be general motivational themes while others will support awareness. Additional social media and email outreach will address facts important to students and parents. VMAC will also participate in articles for local news outlets.</p> <p>4. Community Events will include National Night Out in August and Fair in the Square in December.</p> <p>5. Community Wellness presentations: Success Street LLC will present five webinars, throughout the year: October, November, February, March and April. VMAC to identify and/or support other free presentations as needed.</p> <p>6. Family Movie Nights will take place in July and August. The screen will be set up outdoors in the Township's Civic Center.</p>	
	<p>Target Population: How many people are being served? Who is this impacting?</p>	<p>Number of participants/recipients: approximately 8,000</p>	
		<p>Primary Population: families and school-age youth</p> <p>Other Populations Reached: young adults, seniors, community at large</p>	<p>Primary Ethnicity: White/European American (~80%)</p> <p>Other Ethnicities Reached: Hispanic, Asian, Black American</p>
	<p>Community Partners: Who else is collaborating on this project? List partners.</p>	<p>Township of Verona Alliance Members Verona Board of Ed Personnel Verona Police Department Verona Fire Department Verona Rescue Squad Local Verona restaurants myVeronaNJ.org, editor Virginia Citrano Verona Recreation Department Verona Senior Citizen group ADAPT Essex County Essex County Alliance Coordinator</p>	
Plan for Implementation	<p>Budget and Resources:</p> <p>MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS FOR DEDR AND CASH MATCH FUNDS</p>	<p>DEDR Total \$2,445.00 DEDR—Personnel/Twp Employee—\$0 DEDR—Consultant—\$1,000.00 (fee to Success Street for wellness programs) DEDR—Other Direct Cost—\$1,445.00 (Blockbuster movie screen rentals from FunFlicks for 2 outdoor Family Movie Nights)</p> <p>CASH MATCH Total - \$2,060.00 Cash Match—Personnel/Twp Employee—\$0 Cash Match—Consultant—\$250.00 (fee to Success Street for wellness program) Cash Match—Other Direct Cost— \$1,810.00 (\$1,355 SWANK movie licensing, giveaways & refreshments for Movie Nights, \$215 giveaways and copies for National Night Out & Fair in the Square, \$40 posters for Family Night, \$200 PSAs)</p> <p>IN-KIND Total \$4,900.00 (volunteer time, room usage, restaurant space, copies)</p> <p>INTERVENTION TOTAL \$9,405.00</p>	

	<p>Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume.</p> <p>If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.</p>	<p>VMAC members Alliance Coordinator, Claudine Pascale (social media, PSA) Alliance Chair, Wendi Caplan-Carroll (social media, Constant Contact email newsletter) Alliance member, Rachel Klansky (Family Night and Safe Homes) Alliance member, Kim Manis (website) Verona Police Department: Det. Joel Martin & Off Alyssa Kirby Success Street Parent Education Webinars: Melissa Dupree and Kristen Niemczyk-Kistner SWANK Motion Pictures</p>
Plan for Evaluation	<p>Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?</p>	<p>Process goals: number of restaurants participating, number of registry forms distributed, number of PSA placements, number of participants in a session/event, VMAC member participation at events</p> <p>Short term goals: Promote family togetherness, encourage conversation, and facilitate relaxation and emotional well being Increased awareness of dangers, increased conversation about topics, positive peer pressure Raise awareness of dangers and alternatives to use and misuse of ATOD, increase conversations around ATOD Increase awareness of VMAC mission, programs and resources, increase awareness of ATOD use and abuse information, especially the consequence of underage drinking, consequences of vaping nicotine and marijuana, the dangers of misuse of prescription drugs, laws relating to ATOD (911, Host Law, etc), general health and wellness Create Conversation around topics of ATOD use</p>
	<p>Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post-test, survey, questionnaire</p>	<p>Process tools: attendance, sign-up sheet, Verona Public Schools for homework free weekends and days, views of placements online. Track amount of materials distributed at events, head count of members of the public at various meetings & events</p> <p>Short term tools: questionnaire/survey for participants, anecdotal feedback from students and parents, website redirects from PSA, feedback from Verona Police and Rescue on incidents Number of families signing up for SAFE Homes Registry, Verona Police reports of incidences of hosting, website access, information views, anecdotal information and feedback from volunteers regarding conversations, website visits, number of social media followers</p>

FORM 7

ALLIANCE ACTION PLAN

For an Intervention Tied to Multiple Logic Models

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Verona

County: Essex

Last Updated: 12/14/2021

Priority Problem: Alcohol/Underage Drinking

Problem Statement (State or Regional Coalition): Alcohol Misuse and underage use has led to a number of consequences in our community

Root Cause: Availability/Access Favorable Attitudes & Community Norms

Local Condition: Social Availability: family and friends low risk perception

Priority Problem: Tobacco (vaping nicotine)

Problem Statement (State or Regional Coalition): Tobacco use has led to a number of consequences in our community

Root Cause: Availability/Access and Social Norms (youth & adults), low perception of risk

Local Condition: Attitudes Favorable towards General and Low Perception of risk

Priority Problem: Marijuana

Problem Statement (State or Regional Coalition): Marijuana use has led to a number of consequences in our community

Root Cause: Favorable Attitudes & Community Norms

Local Condition: Attitudes Favorable towards General and Low Perception of risk

Priority Problem: Prescription Drugs

Problem Statement (State or Regional Coalition): Prescription drug use and misuse has led to a number of our community

Root Cause: Availability and Access

Local Condition: Social Availability: Peers and Family

Plan for Action	Intervention: Specific name of activity/program	SCHOOL PROGRAMS 1. AwareAwakeAlive – 911 Amnesty Law education 2. Peer Leadership (Verona High School/HBW Middle School) 3. Heroes & Cool Kids (Verona High School/HBW Middle School) 4. Red Ribbon Week (all Verona schools) 5. BABES (Verona Public Schools 4 Elementary Schools)
	CADCA Strategy/ies:	Provide information, enhance skills, provide support, limit access/ increase barriers, change consequences
	Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	AwareAwakeAlive – 911 Amnesty Law education: Alcohol poisoning awareness program for all Verona High School students (~700) to raise awareness of the dangers of alcohol poisoning, create conversation, and limit unintended deaths or injury due to alcohol consumption. Program allows students and parents to discuss alcohol consumption in the third person which opens up dialog. Conversation lends itself to drug use as well. Program is delivered in-person to students with video presentation to be developed for online viewing by students and parents. Peer Leadership (HBW Middle School): Peer leadership program will provide peer to peer support and information about the facts about peer pressure, alcohol, vaping, and drug use. They will also serve as positive role models for other students (younger students and peers) through their own behavior in person and on social media platforms. Participation in programs will incentivize members to self-monitor behavior. The target population will learn facts about use and model behavior. Usage and abuse will decrease. Peer Leadership (VHS) Program will provide peer to peer support and information about the facts about peer pressure, alcohol, vaping, and drug use. They will also serve as positive role models for other students (younger students and peers) through their own behavior in person and on social media platforms. Participation in programs will incentivize members to self-monitor behavior. The target population will learn facts about use and model behavior. Usage and abuse will decrease. Heroes & Cool Kids (VHS) A mentoring program employing high school student leaders (Heroes) to mentor middle school students (Cool Kids) in the district. These Heroes are sent into the middle schools to share their lives and facilitate program geared to helping all students make better, healthier choices that will lead to a positive future. High school student receive training to prepare them for their roles as mentors. Heroes visit 5 th grade classroom to share lessons. Program addresses issues of peer pressure, conflict resolution, alcohol, vaping, and drug use. Heroes will also

		<p>serve as positive role models for other students (younger students and peers) through their own behavior in person and on social media platforms.</p> <p>Red Ribbon Week serves as a catalyst to mobilize communities to educate youth and encourages participation in drug and alcohol prevention activities. Centered in the Middle School where theme days help focus students on the negative impact of drug and alcohol use and abuse. High School and elementary school students will also participate in this week to raise awareness.</p> <p>B.A.B.E.S. is a drug & alcohol awareness program to be presented to all 2nd grade classes in Verona elementary schools.</p>	
	<p>When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?</p>	<p>AwareAwakeAlive – 911 Amnesty Law education: This program is conducted in cooperation with the Verona Public Schools and Verona Police Department. It is offered every spring in advance of the prom, Memorial Day weekend, and graduation activities. Posters and handouts reinforce the message with students and parents throughout the year. A video presentation of this program will be developed. This program is supported by members of Heroes & Cool Kids.</p> <p>Peer Leadership (HBW Middle School): These programs will run during the school year. Members apply and are recommended by teachers and staff. Members meet 1-2 times per month for training and to plan 3 advisory lessons for 5th grade, welcome activities for 5th grade (Fall) and 4th grade (Spring), 2-3 all-school activities including a full week of Red Ribbon Week in October activities and Kindness Rocks in April.</p> <p>Peer Leadership (VHS) Program is during the school year. Members meet 1-2 times per month for training and to plan welcome activities for 9th graders (fall), 5-6 lessons for 9th graders, 1 session with 8th grade (Spring), 2-3 all-school activities including community service (food drive); Kindness Rocks, and Red Ribbon Week.</p> <p>Heroes & Cool Kids (VHS) Program will run during the school year. Heroes must apply with a teacher and a coach recommendation. Three trainings sessions for Heroes, 3 sessions/yr with Cool Kids (5th grade), 2 all-school, all-day activities at middle school. Current and past Heroes will support the AwareAwakeAlive presentation in the High School in the spring.</p> <p>Red Ribbon Week: Activities take place during National Red Ribbon Week, usually the 3rd week of October. There is a different theme each day. The activities often coincide with week of respect activities conducted at the district level. A social media/email campaign accompanies this program to encourage parents to use the themes as conversation starters with children. This program will be supported by the Peer programs at each level.</p> <p>B.A.B.E.S. will be presented to all district 2nd grade students through the classroom with 5 lessons. There will be one group each at Forest, Brookdale and Laning schools and 2 groups at FNBrown.</p>	
	<p>Target Population: How many people are being served? Who is this impacting?</p>	<p>Number of participants/recipients: approximately 700 high school students, 700 middle school students, 700-800 elementary school students</p>	<p>Primary Population: elementary, middle and high school students</p> <p>Other Populations Reached: parents and community at large</p>
	<p>Community Partners: Who else is collaborating on this project? List partners.</p>	<p>Verona Public Schools – Head of Special Programs/Anti-Bullying, Robert Merkler Verona Public Schools – Head of Guidance, Jennifer Gadaleta, and counselors Principals and staff of Brookdale Elementary, FNBrown Elementary, Forest Elementary, Laning Elementary, Our Lady of the Lake School, HBWhitehorne Middle School, Verona High School Verona Board of Ed members and Superintendent Heroes & Cool Kids program staff ADAPT Essex County Essex County Alliance Coordinator</p>	
Plan for Implementation	<p>Budget and Resources:</p> <p>MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS FOR DEDR AND CASH MATCH FUNDS</p>	<p>DEDR Total \$13,855 DEDR—Consultant—\$11,855: \$2,463 (HBW Peer Leader advisor stipend) \$3,284 (VHS Peer Leadership advisor stipends) \$2000 (Heroes & Cool Kids advisor stipends) \$2,500 Heroes & Cool Kids trainers’ fee, \$1,608 (BABES facilitator fee) DEDR—Personnel/Twp Employee--\$0 DEDR—Other Direct Cost—\$2,000: (Heroes & Cool Kids training materials)</p> <p>CASH MATCH Total \$1,992 Cash Match – Consultant- \$892: (BABES facilitator fee) Cash Match—Personnel/Twp Employee—\$0</p>	

Plan for Evaluation		<p>Cash Match—Other Direct Cost—\$1,100.00: \$100 (Aware Awake Alive support), \$400 (VHS Peer Leadership supplies), \$400 (HBW Peer Leadership supplies), \$200 (Red Ribbon Week supplies)</p> <p>IN-KIND Total \$2,325: \$1,284 Verona Public Schools funded stipend for Heroes, volunteer time), \$1,041 (BABES room usage and copies)</p> <p>INTERVENTION TOTAL \$18,172.00</p>
	<p>Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume.</p> <p>If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.</p>	<p>AwareAwakeAlive: VHS guidance staff, Verona Police Department, Heroes & Cool Kids members and alumni.</p> <p>HBW Peer Leadership advisors: Stacey Smith (HBW teacher)</p> <p>VHS Peer Leadership advisors: Christine Garson & Alyssa Boldurian (VHS teachers)</p> <p>Heroes & Cool Kids advisors: Angela Salisbury & Patricia Hemsley-Cortotta (VHS teachers and coaches)</p> <p>Red Ribbon Week: peer leadership advisors and members at each school</p> <p>VMAC representatives from SCA at each school</p> <p>BABES facilitator Jennifer Carr</p>
	<p>Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?</p>	<p>Process goals: fewer incidences of underage drinking, fewer incidences of underage alcohol poisoning cases. Fewer cases of alcohol related occurrences at Prom, Memorial Day, Graduation. Number of training sessions, number of students enrolled as peer leaders, number of student-led peer sessions, interest in becoming a member Number of sessions, number of students reached Participation in activities and theme days</p> <p>Short term goals: learn dangers of ATOD; social skills, refusal skills, acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.</p>
	<p>Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post-test, survey, questionnaire</p>	<p>Process tools: attendance sheet, district statistics, police and rescue statistics, anecdotal reports from principals and participation logs from schools for activities Short term tools: pre-& post-survey and questionnaires, assessments in advisory</p>

**FORM 8
ALLIANCE BUDGET**

Alliance Name: Verona MAC

County: Essex

Grant Year: 22-23

Last Updated: 12/7/2021

PROGRAM	DEDR AWARD TOTAL	DEDR			CASH MATCH	IN-KIND	PROGRAM TOTAL
		PERSONNEL/TWP EMPLOYEE	CONSULTANT	OTHER DIRECT COST			
Alliance Coordination	0.00	0.00	0.00	0.00	23.00	5,000.00	5,023.00
School Programs	13,855.00	0.00	11,855.00	2,000.00	2,060.00	2,325.00	18,240.00
Community Outreach	2,445.00	0.00	1,000.00	1,445.00	1,992.00	4,900.00	9,337.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
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	0.00						0.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
	0.00						0.00
TOTAL EXPENSES	16,300.00	0.00	12,855.00	3,445.00	4,075.00	12,225.00	32,600.00

CONTRACT

AGREEMENT entered into by and between the County of Essex, a body politic and corporate of the State of New Jersey through the Office of Alcoholism, Drug Abuse and Addiction Services, (hereinafter referred to as the "County") and **the Township of Verona** Municipal Alliance, herein referred to as the "Subgrantee"

WHEREAS, the County has received grant funding from the Governor's Council on Alcoholism and Drug Abuse to provide Alcoholism/Drug Services; and

WHEREAS, the County proposes to contract with Subgrantee to provide said services for prevention, education, and intervention for preschoolers to senior citizens.

WHEREAS, in response to the County's Request for Application dated October 22, 2021.

WHEREAS, the Subgrantee has submitted to the County its Application dated January 7, 2022 for the performance of such services (hereinafter referred to as the "Strategic Plan"); and

WHEREAS, the parties propose hereby to enter into an agreement in accordance with said "Strategic Plan", the Subgrantee's Application, and the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse Guidelines (Attachments A, B, C and D) for the performance of such services;

WHEREAS, the Subgrantee has agreed that funds for services provided under this grant will not be used for any other purpose other than those listed in this contract.

NOW, therefore, it is agreed as follows:

1. TERM

This agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023.

2. SERVICE TO BE PERFORMED BY SUBGRANTEE

Prevention, education, and intervention of alcohol/drug abuse for citizens in the entire community from preschoolers through senior citizens in accordance with the approved Strategic Plan.

3. COMPENSATION

The County agrees to reimburse the Subgrantee for its services, in the amount of \$ **16,300.00** in accordance with the fee schedule set forth in its Strategic Plan and approved program activities. Subgrantee shall submit quarterly reports, which shall serve as the basis of reimbursement and shall comply with the County's standard billing and payment procedures.

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4. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS

- A. Subgrantee shall comply with all applicable government codes and regulations (such as electrical, building, plumbing, fire, fire prevention, health, and environmental codes).
- B. Subgrantee shall provide any assistance as requested by the County in relation to any appearances before any municipal or other forum.

5. TIME FOR PERFORMANCE OF SERVICES

Subgrantee shall proceed with due diligence and shall complete such work within the time required by the Strategic Plan, County of Essex program requirements and the Governor's Council on Alcoholism and Drug Abuse requirements.

6. INSURANCE: INDEMNIFICATION

Subgrantee shall maintain comprehensive general liability insurance of at least \$1,000,000.00 per occurrence naming the County as an additional insured in any such policy of insurance therefore, and shall provide the County with a Certificate of Insurance as evidence of said policy upon execution of this Agreement. Subgrantee shall ensure that the County always has a current Certificate of Insurance throughout the term of this agreement.

Subgrantee hereby indemnifies and holds the County harmless from all liability claims arising out of the acts or omissions of its agents, servants, employees and/or subcontractors, including the cost of defense and/or attorney's fees.

7. AFFIRMATIVE ACTION

The parties to this Agreement agree that incorporated herein is the mandatory language of N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c127, 25 as amended and supplemented from time to time, and the Subgrantee agrees to comply fully with the terms, provisions and obligations of said N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 provided that N.J.A.C. 17:27-3.4. (a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4 (d).

8. NON-DISCRIMINATION

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated thereto, are hereby made a part of this Agreement and are binding upon them.

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9. EFFECTIVE DATE

This Agreement shall not be effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Commissioners by resolution.

10. GOVERNING LAW

This Agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

11. SUBCONTRACTING

Subgrantee represents that it has not secured the services of any other consultant or associate as subcontractor. In the event Subgrantee seeks to subcontract any part of the services specified herein above, then before such subcontractor is approved, the County shall have the absolute right to review the qualifications of any subcontractor, and if any such subcontractor, in the sole and absolute discretion of the County, is unsatisfactory to the County, then in that event, the County may disaffirm and cancel this Agreement by so notifying the Subgrantee in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County. The qualifications of any such subcontractor shall be presented to the County in accordance with the County's Standard Operating Practice and Procedures. Approval of such subcontracting by the County shall not relieve Subgrantee of its responsibility to perform all aspects of the Project covered by this Agreement. Upon approval, any such subcontractor shall be retained and secured by the Subgrantee at the expense of the Subgrantee.

Subgrantee further represents that it and any subcontractor hereunder have obtained all necessary approval to conduct business in the State of New Jersey. To the extent that this representation is inaccurate or cannot be corrected within a reasonable time, the County shall have the absolute right, in its discretion, to disaffirm and cancel this Agreement, which shall be null and void upon the County so disaffirming in writing.

12. INCORPORATION

The following documents are attached hereto and made a part hereof:

- A. Appendix A - Grant Award Conditions
- B. Appendix B - Affidavit
- C. Appendix C - Affirmative Action Affidavit
- D. Appendix D - Statement of Political Contributions

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E. Appendix E - Recommendation for Approval

F. Appendix F - Attachments A, B, C and D of Governor's Council Guidelines

To the extent, if any, that there is a conflict between the provisions in the Appendices and those in this Agreement, those provisions, which grant the County the broadest rights and provides it with the most protection shall control and govern the relationship between the parties. Without limiting the generality of the foregoing, the provisions in the Appendices shall be construed, where appropriate, as supplementary of and complimentary to all other provisions in this Agreement and the Appendices hereto shall be cumulative and recourse to one shall not bar the County from relying on any other right or remedy hereunder. References in Appendices to the "Contractor", "Engineer" or similar designations shall be deemed to be Subgrantee herein. The Subgrantee shall submit, on or before the effective date of this Agreement, fully completed Appendices. To the extent that the information disclosed in the Appendices reveals a disability on the part of the Subgrantee which would constitute a ground upon which the County could have rejected the Strategic Plan, or contains material and/or inaccurate statements regarding the Subgrantee's qualifications, then the County shall have the absolute right to disaffirm and cancel this Agreement, in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the dates set forth below:

ATTEST:

THE COUNTY OF ESSEX

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF
COMMISSIONERS

Joseph N. DiVincenzo, Jr.
ESSEX COUNTY EXECUTIVE OR
REPRESENTATIVE

DATE: _____

DATE: _____

WITNESS

SUBGRANTEE

DATE: _____

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This Agreement was approved on_____

by Resolution No._____ of the Essex County Board of
Commissioners.

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

Courtney M. Gaccione, ESQ.
COUNTY COUNSEL

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Appendix A
GRANT AWARD
MUNICIPAL ALLIANCE

The Grant Award is subject to the following conditions:

1. The program assures that funds provided through this subgrant will not duplicate payment from any other sources.
 2. Grantee must attend all Essex County Municipal Alliance meetings.
 3. Grant period runs from July 1, 2022 through June 30, 2023.
 4. Grantee must submit financial and programmatic reports every three (3) months before any payments are received. Reports must be submitted even if there have not been any activities during the quarter.
 5. The County may conduct programmatic and fiscal monitoring without advanced notification.
 6. Failure to submit quarterly reports on a timely basis may result in significant delays in reimbursement or denial of reimbursement.
 7. If the award request is different from the award received, a new budget must be submitted.
 8. If programs proposed in the approved Strategic Plan are changed, amended or revised, a programmatic revision/modification request form must be submitted to the Essex County Office of Alcoholism, Drug Abuse and Addiction Services and approved in writing prior to the new program being implemented.
-

The above terms are acceptable, and we are willing to comply with them as set forth:
By our signatures, these conditions are made part of the grant.

Date: _____

Mayor/Township Administrator

Date: _____

Municipal Alliance Chairperson

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Appendix B**AFFIDAVIT**

STATE OF NEW JERSEY

SS:

COUNTY OF ESSEX

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this Strategic Plan and Strategic Plan, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request for Strategic Plan and understands that it is completely discretionary with the County officials whether to accept, reject or negotiate its Strategic Plan submitted pursuant thereto.

Signature of Applicant

Title**Sworn to Before Me This****_____ Day of**
_____ day of _____, _____**_____ Notary Public or Commissioner of Deeds**

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Appendix C**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY

51 employees or more

SS:

COUNTY OF ESSEX

I, Alex Roman, of full age, being duly sworn according to law, upon my oath, depose and say:

1. I am the employee and/or officer of the handling of the Township of Verona (Proposer) in charge of the handling of this bid and/or grant and am fully familiar with the operations of Township of Verona (Proposer) and also with the provisions of the New Jersey P.L. 1975, Chapter 127, approved June 23, 1975.
2. The Township of Verona (Proposer) is in compliance with the provisions of the aforementioned P.L. 1975, Chapter 127, and the rules and regulations formulated pursuant to it relating to the filing of affirmative action programs with the New Jersey State Treasurer.
3. The Township of Verona (Proposer) is aware that any failure to comply with P.L. 1975, Chapter 127, approved June 23, 1975, shall be a breach of grant and will make the Township of Verona (Proposer) fail to comply.

Proposer
Sworn and subscribed to before me this

_____ day of _____, _____

Notary Public

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Appendix C**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY

50 employees or less

SS:

COUNTY OF ESSEX

I, _____, of the (City, Township, Borough) of _____, in the County of Essex, State of New Jersey, of full age, being duly sworn according to law on my oath, depose and say that:

1. I am (president, partner, owner) of the firm of a bidder making a Strategic Plan upon the above-named project.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, Chapter 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ as complies with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, Chapter 127 and of the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex until an affirmative action plan is approved.

I am also aware that the grant may be terminated and the _____ (Proposer) may be debarred from all public contracts or grants, for a period of five (5) years.

Proposer

Subscribed and sworn to before me, this

_____ day of _____, 20____

Notary Public

Appendix D**STATEMENT OF CERTAIN POLITICAL CONTRIBUTIONS
MADE AFTER NEGOTIATED CONTRACTS**

(This statement is part of the Application packet)

Ordinance Number 0-86-0007 adopted by the Board of Commissioners of the County of Essex requires that all Applications for negotiated contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex, shall contain a statement setting forth each political contribution by them of \$500.00, or made within five years next preceding the date of said contract or commencing _____, whichever period is less, either directly or indirectly to any County elected official, County political party and/or County official or political organization.

Name of County Elected Official, County Political Party and/or County Official or Political Organization to whom a political contribution of \$500.00 or more was made by proposer within five (5) years of the date hereof. **If none, write "none"**.

NAME**AMOUNT**

Proposer _____

By _____
Signature

Print or Type Name of Signatory:

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Appendix E**RECOMMENDATION FOR APPROVAL**

Pursuant to the Application evaluation process as outlined in this Strategic Plan, the following recommendations are made for appropriate final County approval:

County of Essex	Township of Verona Name of Contractor
By: _____ Joseph N. DiVincenzo, Jr. County Executive or Representative	By: _____ Mayor or Township Manager
Approved:	
By: _____ Eileen Fishman Single County Alcoholism Authority	By: _____ Township Financial Officer
Recommended:	
By: _____ Essex County LACADA Chairperson	By: _____ Municipal Alliance Chairperson
By: _____ Essex County CASS Chairperson	By: _____ Municipal Alliance Coordinator

APPROVED AS TO FORM:

Courtney M. Gaccione, ESQ.
County Counsel

This Municipal Alliance Grant is approved by the Board of Commissioners by Resolution on

Deborah Davis Ford, Clerk
Essex County Board of Commissioners

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-__

A motion was made by _____ ; seconded by _____ ; that the following resolution be adopted:

**APPOINTMENT OF REPRESENTATIVE'S TO THE ESSEX COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE**

BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey, that Engineering Manager and the Township Manager are hereby appointed to serve as the Township's representatives to the Community Development Block Grant Committee for the year 2022.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-_____

A motion was made by _____; seconded _____ that the following resolution be adopted:

**AUTHORIZING USE OF COMPETITIVE CONTRACTING FOR THE
PROCUREMENT OF A POOL CONCESSIONAIRE**

WHEREAS, the Recreation Department wishes to solicit proposals from an outside vendor to operate the snack bar concession at the Verona Community Pool; and

WHEREAS, *N.J.S.A. 40A:11-4.1(b)(j)* permits competitive contracting to be utilized to procure concessions; and,

WHEREAS, *N.J.S.A. 40A:11-4.3(a)* requires that in order to use competitive contracting for the first time for a specified purpose, the governing body shall pass a resolution authorizing the use of competitive contracting for such purpose; and,

WHEREAS, *N.J.S.A. 40A:11-4.3(b)* requires that the competitive contracting process shall be administered by a designated Authorized Agent who may be a purchasing agent pursuant to *N.J.S.A. 40A:11-9*, or by legal counsel of the contracting unit, or by the chief administrative officer of the contracting unit; and,

WHEREAS, the Township Council has determined that the procurement of the concession through the use of competitive contracting is in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona, in the County of Essex, State of New Jersey that the Township Manager is authorized to initiate competitive contracting for the solicitation of proposals from an outside vendor to operate the snack bar concession at the Verona Community Pool pursuant to *N.J.S.A. 40A:11-4.1 et seq.*

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2021-____

A motion was made by _____; seconded by _____ that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH
CAPITOL SUPPLY CONSTRUCTION PRODUCTS, INC.**

WHEREAS, the Township has a continued need to purchase water service materials; and

WHEREAS, Capitol Supply Construction Products, Inc. is the local distributor of Mueller Water Works Products used by the Water Utility; and

WHEREAS, the Township has already expended \$14,785.04 and has a need to purchase additional materials before year end estimated to cost approximately \$15,000; and

WHEREAS, the Township Manager/Qualified Purchasing Agent has determined that the value of said services has exceeded \$17,500.00 but will not exceed the Township's bid threshold of \$44,000; and

WHEREAS, funds are available to award contracts for the services listed shall be charged to the budget accounts or capital ordinances listed on the availability of funds, a copy of said Certification is annexed to this Resolution as Exhibit B; and

WHEREAS, the award of the contract to Capitol Supply Construction Products, Inc. is being made pursuant to *N.J.S.A. 19:44A-20.5* and the Business Entity Disclosure Certification and Political Contribution Disclosure Form completed by Capitol Supply Construction Products, Inc. have been filed with the Township and are annexed to this Resolution as Exhibit C; and

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Capitol Supply Construction Products, Inc., 149 Old Turnpike Road, Wayne, New Jersey 07470 is hereby awarded a contract for providing water service materials for use by the water utility not to exceed \$30,000.00.

BE IT FURTHER RESOLVED that this contract is being awarded pursuant to *N.J.S.A. 19:44A-20.5*.

BE IT FURTHER RESOLVED that a notice of this action shall be published once in the Verona-Cedar Grove Times; and

BE IT FURTHER RESOLVED that the Township Manager and the Township Clerk are hereby authorized to enter into any agreement necessary for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

**EXHIBIT A
DETERMINATION OF VALUE**

TO: Township Council of the Township of Verona
FROM: Matthew Cavallo, Township Manager
DATE: December 16, 2021

This memorandum is being written to request your approval of a resolution authorizing the award of a contract pursuant to *N.J.S.A. 19:44A-20.5*, for professional services.

Contractor: Capitol Supply Construction Products, Inc.
149 Old Turnpike Road
Wayne, New Jersey 07470

Cost: Not to Exceed \$30,000.00

Purpose: Purchase of water service materials

I certify that the value of the contract exceeds \$17,500.00 and is to be awarded as a Non-Fair and Open Contract, pursuant to *N.J.S.A. 19:44A-20.5*.



MATTHEW CAVALLO,
Township Manager

EXHIBIT B

TO: Township Council of the Township of Verona

FROM: Jennifer Muscara, Temporary Chief Financial Officer

RE: Certification of Availability of Funds

DATE: December 16, 2021

This is to certify to the Township Council that funds for the above referenced contract are available.

Contractor: Capitol Supply Construction Products, Inc.
149 Old Turnpike Road
Wayne, New Jersey 07470

Contract: Purchase of water service materials

Budget Account No.	Amount	Account Description
1-05-55-502-334	NTE \$30,000.00	Water – Other Materials

/s/ Jennifer Muscara
JENNIFER MUSCARA
TEMPORARY CHIEF FINANCIAL OFFICER

TOWNSHIP OF VERONA, NEW JERSEY
BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 N.J.S.A. 19:44A-20.8

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CAPITAL SUPPLY has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding December 6, 2021 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Alex Roman	Councilman Jack McEvoy
Deputy Mayor Christine McGrath	Councilwoman Cynthia Holland
Essex County Republican Organization	Councilman Dr. Christopher Tamburro
	Essex County Democratic Committee

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CAPITAL SUPPLY CONSTRUCTION PRODUCTS, INC.
 Signature of Affiant: Larry Danziger Title: CHIEF FINANCIAL OFFICER
 Printed Name of Affiant: LARRY DANZIGER Date: 12/03/2021

Subscribed and sworn before me this
3rd day of December, 2021.

Andy Sung
 Notary Public

Commission Expires: _____

(Notary Stamp/Seal)

ANDY SUNG
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01SU6302191
 Qualified in Queens County
 My Commission Expires 04-28-2022

Vendor Name: _____

[illegible]☐ Check here if the information is continued on subsequent page(s)

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-_____

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AUTHORIZING MOVING TAX OVERPAYMENTS FROM
2017 TAXES TO BUDGET OPERATIONS**

WHEREAS, monies for taxes resulting in overpayments are held in Tax Overpayment;
and

WHEREAS, a listing of these accounts is on file in the Office of the Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the Tax Collector is hereby authorized to cancel the following Tax Overpayments to Budget Operations as follows:

2017 Tax Overpayments	\$16,549.58
------------------------------	--------------------

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

Range: Block: First	to Last	Property Class Range: First to Last	Print Balances Less Than: 0.00
Lot:		Bill Year Range: 2017 to 2017	Include Prior Yr/Prd In Balance: N
Qual:		Bill Period Range: 1 to 4	Print Name/Prop Loc: Name
As Of Date: 12/14/21		Assessed Value/SPTX Code Year: 2017	

Block	Lot	Qual Class	Name	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
202.	39.	2	ZHOU, QUAN & CHI, XIANG	0.00	10,652.69 0.00	13,358.63 0.00	2,705.94-
804.	27.	2	JUDGES, MARCIE & SCHEIFELE, TODD	0.00	11,864.01 117.93	15,025.53 0.00	3,043.59-
806.	8.	2	PENA, ALEXIS & NATALYA	0.00	9,609.83 0.00	12,050.87 0.00	2,441.04-
1406.	1.	-C0006- - 2	ARMSTRONG, CHRISTOPHER & NATALIE	0.00	11,907.23 0.00	14,931.85 0.00	3,024.62-
1502.	22.	2	KADAKIA, ALPESH & SAHU, SUPRIYA	0.00	10,487.70 0.00	13,151.73 0.00	2,664.03-
1703.	30.	2	LI, AI FENG	0.00	10,512.60 0.00	13,182.96 0.00	2,670.36-

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	15,967.44	15,967.42	16,549.62	16,549.58	65,034.06
Added/Omitted	58.97	58.96	0.00	0.00	117.93
Other Billing	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Payments (Prin)	16,026.41	16,026.38	16,549.62	33,099.16	81,701.57
Payments (Pnl t)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	0.00	0.00	0.00	0.00	0.00
NSF (Pnl t)	0.00	0.00	0.00	0.00	0.00
Tax Balance (Prin + Pnl t)	0.00	0.00	0.00	16,549.58-	16,549.58-
Misc. Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc. Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc. Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
Total Balance (Prin + Pnl t)	0.00	0.00	0.00	16,549.58-	16,549.58-
Payments (Intr)	0.00	0.00	0.00	0.00	0.00
NSF (Intr)	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00

Prior Yr/Prd Balance: 0.00
Current Balance: 16,549.58-
Total Balance: 16,549.58-

2017 DEDUCTIONS

Number of Accts:	6	Senior Citizen	0
Land Value:	1,006,900	Disabled Person	0
Improvement Value:	1,086,000	Surviving Spouse	0
Limited Exemptions:	0	Veteran	0
Net Taxable Value:	2,092,900	Widow of Veteran	0

NOTE: Balance includes Bill Year/Period Range Only.

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2021-____

A motion was made by ; seconded by ; that the following resolution be adopted:

RESOLUTION AUTHORIZING THE TOWNSHIP MANAGER TO
EXECUTE AN AGREEMENT TO REIMBURSE PAYMENT OF
RETIREE HEALTH BENEFITS COSTS

WHEREAS, a retirement application was filed for a former Verona police officer (EE# 964) with a retirement date of September 1, 2014; and

WHEREAS, between October of 2014 and September 2016, the employee was enrolled in the New Jersey State Health Benefits Plan and the premium for the health benefits was paid for by the State deducting the employee’s pension payments; and

WHEREAS, the employee was a member of the PBA and eligible for paid health benefits upon retirement, per the collective bargaining agreement; and

WHEREAS, the Township deems it appropriate to reimburse the employee for the approximate \$29,000 in health care premiums paid by the employee that were the responsibility of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, State of New Jersey, that the Township Manager and the Township Clerk is hereby authorized to execute an Agreement and General Release and take any additional action to effectuate the intent of this Resolution.

- ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

JENNIFER KIERNAN
MUNICIPAL CLERK

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2021-__

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

PERMITTING ITEMS TO BE DISCUSSED IN EXECUTIVE SESSION

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the Public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exists.

NOW, THEREFORE, BE IT RESOLVED by the Township of the Township of Verona, County of Essex, State of New Jersey, as follows:

1. The public shall be excluded from discussion of an action upon the hereinafter specified subject matter.
 - a. Pending, Ongoing, or Anticipated Litigation and Contract Negotiations pursuant to *N.J.S.A. 10:4-12 (7)*
 - b. Personnel Matters pursuant to *N.J.S.A. 10:4-12(8)*
 - 2021 and 2022 Salary Ordinances – Exempt Employees
 - Planning Board vacancy
 - Township Manager vacancy – employment, appointment, terms & conditions of employment

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON DECEMBER 20, 2021.

**JENNIFER KIERNAN
MUNICIPAL CLERK**