

1/31/2024

2020

Part 3

Reese, Cathy

From: Vautin, Maryellen
Sent: Wednesday, September 9, 2020 1:00 PM
To: Vautin,
Maryellen;jlindner@unionstone.net;jtcivplan@comcast.net;gpdviper@aol.com;ckastrud@kastrudengineering.com;saldi@optonline.net;vslaw@optimum.net;dan@gallic.com;jctoth38@hotmail.com;mjscuderi1@yahoo.com;bargiro@optonline.net;Marion,Mick;george.lazo@marriott.com;david@deltafinancialgroup.com;esplou@ideal-supply.com;Sordillo, Victor J.;oceanvill125@optimum.net
Cc: Lisa Sammartino;Hode, Evamarie
Subject: Planning Board meeting Sept 14 cancellation
Attachments: sept 14 cancel.pdf

Hello Board Members

The September 14 planning board meeting will be cancelled. The next meeting is September 28. We may not have any applications ready to hear but we can hopefully adopt a few resolutions and the minutes from June 22 forward. June 22, July 13, July 27 (I have done but will review before sending out) and August 10 (not started yet)

We were told that K.Hov is going to submit application today and that 40 Mountain Blvd will submit today also. I am sure there will be at least one TCC for K. Hov and 40 Mountain.

(Evamarie could you post the cancellation please)

thank you

Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243

1/31/2024

**PUBLIC NOTICE
PLANNING BOARD
TOWNSHIP OF WARREN
COUNTY OF SOMERSET**

PLEASE TAKE NOTICE the Planning Board Meeting scheduled for **Monday, September 14, 2020 has been cancelled.** All other meeting dates remain as previously published. The next scheduled hearing date is **Monday, September 28, 2020 at 7:30 p.m..**

1/31/2024

Reese, Cathy

From: Reese, Cathy
Sent: Thursday, May 14, 2020 11:23 AM
To: Administrator; Gary DiNardo; George Lazo (george.lazo@marriott.com); Jolanta Maziarz (jmaziarz@warrennj.org); mmarion@warrennj.org; vjsordillo@warrennj.org
Subject: FW: Pilot
Attachments: 2020-098 DESIGNATING AREA IN NEED OF REDEVELOPMENT (A1205902x9D7D2).pdf

FYI

-----Original Message-----

From: Reese, Cathy
Sent: Thursday, May 14, 2020 11:23 AM
To: Rick de Pinho <rdepinho@gmail.com>
Subject: RE: Pilot

Resolution 2020-098 is attached

-----Original Message-----

From: Rick de Pinho <rdepinho@gmail.com>
Sent: Thursday, May 14, 2020 11:20 AM
To: Reese, Cathy <creese@warrennj.org>
Subject: Re: Pilot

2020-098

> On May 14, 2020, at 10:34 AM, Reese, Cathy <creese@warrennj.org> wrote:

>

> What is the Ordinance number?

>

> -----Original Message-----

> From: Rick de Pinho <rdepinho@gmail.com>

> Sent: Thursday, May 14, 2020 10:22 AM

> To: Reese, Cathy <creese@warrennj.org>

> Subject: Pilot

>

> Hi Cathy,

>

> Can you share a copy of the pilot ordinance that looks to be on for the meeting tonight?

>

> Best,

> Rick

TOWNSHIP OF WARREN

RESOLUTION NO. 2020-098

DESIGNATING APPROXIMATELY 1.8 ACRES KNOWN AS BLOCK 89, LOT 4 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF WARREN AS AN "AREA IN NEED OF REDEVELOPMENT" UNDER THE NEW JERSEY LOCAL REDEVELOPMENT AND HOUSING LAW (N.J.S.A. 40A:12A-1 ET SEQ.)

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") authorizes municipalities to determine whether certain parcels of land within the municipality constitute an "area in need of redevelopment" as described in Section 5 of the Redevelopment Law; and

WHEREAS, to determine whether a certain parcel of land constitutes an area in need of redevelopment, the Township Committee of the Township of Warren (the "Township Committee") by way of Resolution No. 2019-218 dated August 15, 2019, authorized and directed the Warren Township Planning Board (the "Board") to conduct a preliminary investigation to determine whether the area identified as Block 89, Lot 4 as shown on the Tax Map of the Township of Warren consisting of approximately 1.8 acres (the "Study Area"), meets the criteria set forth in Section 5 of the LRHL and should be designated as an "area in need of redevelopment"; and

WHEREAS, the Board authorized the undertaking of the preliminary investigation as to whether the Study Area, or any portion thereof, constitutes an area in need of redevelopment in accordance with the LRHL; and

WHEREAS, the LRHL requires the Board to conduct a public hearing prior to making its determination whether the Study Area should be designated as "an area in need of redevelopment", at which hearing the Board shall hear all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area; and

WHEREAS, the LRHL requires that the Board, prior to conducting such public hearing, publish notice in a newspaper of general circulation in the Township once each week for two consecutive weeks, with the last publication made not less than ten (10) days prior to such public hearing; and

WHEREAS, the LRHL further requires that such notice be mailed at least ten (10) days prior to such public hearing to the last owner(s) of the relevant properties in accordance with the Township's assessment records; and

WHEREAS, the Board held a public hearing (the "Public Hearing") to determine whether the Study Area is "an area in need of redevelopment" under the criteria set forth in Section 5 of the LRHL at a regular meeting of the Board on March 11, 2020; and

WHEREAS, notice of the Public Hearing was provided in the official newspaper of the Township on two consecutive weeks, the last being not less than ten (10) days before the Public Hearing; and

WHEREAS, the Board also provided notice to property owners in the Study Area, as well as property owners within 200 feet of the Study Area; and

WHEREAS, at the Public Hearing, John T. Chadwick IV, P.P. ("Chadwick"), Township Planning Consultant, presented a report dated February 2020 entitled "Preliminary Investigation Report 40 Mountain Blvd." (the "Report") concerning the determination of the Study Area as an "area in need of redevelopment"; and

WHEREAS, at the Public Hearing, the Board reviewed the Report, heard the testimony of Chadwick as well as members of the public who were given an opportunity to testify and to ask questions of the Board and of Chadwick; and

WHEREAS, after the conclusion of the Public Hearing, and in consideration of the Report and the substantial and credible testimony presented, the Board, on March 11, 2020, adopted a Resolution (the "Board Resolution"), determining that the Study Area should be designated as an "area in need of redevelopment"; and

WHEREAS, the Board Resolution recommended to the Warren Township Committee that the Study Area be designated as an "area in need of redevelopment"; and

WHEREAS, the Township Committee agrees with the recommendation of the Board that the Study Area be designated as an "area in need of redevelopment" pursuant to the LRHL; and

WHEREAS, the Township Committee now desires to authorize and direct the Board to cause a redevelopment plan to be prepared for the Study Area and present same to the Township Committee pursuant to N.J.S.A. 40A:12A-7(f).

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, as follows:

1. The Township Committee hereby designates Block 89, Lot 4 as shown on the Tax Map of the Township of Warren consisting of approximately 1.8 acres, as an "area in need of redevelopment" (the "Determination") pursuant to the LRHL.
2. The Determination shall authorize the Township Committee to use all of the powers provided by the Legislature for use in a redevelopment area except the use of eminent domain, thus designating it a "Non-Condensation Redevelopment Area".
3. The Township Clerk is hereby directed to transmit a certified copy of this Resolution by regular and certified mail to the Commissioner of Community Affairs (the "Commissioner") for review. The Determination of the Study Area as an "area in need of redevelopment" shall not take effect without first receiving the review and approval of the Commissioner. If the Commissioner does

not issue an approval or disapproval within thirty (30) calendar days of transmittal, the Determination shall be deemed to be approved.

4. Notice of the Determination (the "Notice") shall be served, within ten (10) days of the Determination, upon all record owners of property located within the delineated area, those whose names are listed on the tax assessor's records, and upon each person who filed a written objection thereto and stated, in or upon the written submission, an address to which the notice of Determination may be sent.

5. A property owner who received notice of the Determination as set forth above who does not file a legal challenge to the Determination affecting his or her property within 45 days of receipt of such notice shall thereafter be barred from filing such a challenge.

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Wednesday, March 4, 2020 12:09 PM
To: Vautin,
Maryellen;jlindner@unionstone.net;jtcivplan@comcast.net;gpdviper@aol.com;ckastrud@kastrudengineering.com;saldi@optonline.net;vslaw@optimum.net;dan@gallic.com;jctoth38@hotmail.com;mjscuderi1@yahoo.com;bargiro@optonline.net;Marion,Mick;george.lazo@marriott.com;david@deltafinancialgroup.com;esplou@ideal-supply.com;Sordillo, Victor J.;oceanvill125@optimum.net
Cc: Lisa Sammartino
Subject: March 11 next Wednesday meeting
Attachments: PB march 11 meeting agenda.doc; PB Jan 27 meeting minutes.doc; PB Jan 27 meeting minutes.doc; AnnStreet.DOC; REDEVELOPMENT STUDY- 40 MOUNTAIN BOULEVARD.pdf

Hello We have a special meeting next Wednesday, March 11. I am attaching the documents for the meeting. If you would like a packet delivered please let me know. I will have the documents at the meeting. the agenda, the January 27, 2020 minutes, the 84 Ann Street LLC resolution, and the Preliminary Investigation Report, 40 Mountain Blvd (In Need of Redevelopment investigation).

Please let me know if you would like a hard copy dropped off at your home as I will try to get those out on Thursday sometime.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING AGENDA
7:30 P.M. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
March 11, 2020**

CALL TO ORDER

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion	Mr. Argiro
Committeeman Lazo	Mr. Scuderi
Mr. Toth	Mr. Pasi
Mr. Lindner	Mr. Villani
Mr. DiBianca	Mr. Gallic
Mr. Lindner	

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:
January 27, 2020**

ROLL CALL

Reports:
Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk

■ **ADOPTION OF RESOLUTION:**

PB 19-08 Adoption of Resolution to approve 84 Ann Street, Minor Subdivision, 5 Majors Road, Block 203 Lot 10

■ **CORRESPONDENCE**

■ **CITIZENS HEARING non-agenda items**

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**WARREN TOWNSHIP
PLANNING BOARD MEETING AGENDA
MARCH 11, 2020
PAGE 2**

■ **AGENDA ITEMS**

Redevelopment Area Public Hearing

40 Mountain Boulevard, Block 89, lot 4

- **SCHEDULE OF NEXT MEETING: March 30, 2020**
Special meeting to hear application Chase/Pulte PB 1911, PB 19-12, PB 19-13
Subdivision and Site Plan.

■ **ADJOURNMENT**

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING MINUTES
7:30 P.M. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
JANUARY 27, 2020**

CALL TO ORDER Meeting was called to order at 7:30 p.m.

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion (excused)
Committeeman Lazo
Mr. Toth
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Pasi
Mr. Scuderi
Mr. Esposito
Mr. Villani
Mr. Gallic

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:
January 13, 2020**

ROLL CALL

Motion was made by Mr. Lindner, seconded by Mr. DiBianca to approve the minutes
All in favor.

Reports:
Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk
No reports

■ **ADOPTION OF RESOLUTION:**

None.

- **CITIZENS HEARING non-agenda items**
Mr. Gallic asked if anyone was here for non-agenda items. Seeing no one come forward this portion of the meeting was closed.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
JANUARY 27, 2020
PAGE 2**

■ **PUBLIC HEARING**

■ **PB 19-08 84 Ann Street Subdivision** (carried from November 25, 2019)

Mr. Kevin Page, the applicant's engineer, came forward. All witnesses were previously sworn in. He went over the area preserved and it is 54% of the land and the area proposed to be developed is 46%, so more is preserved. Mr. Page referenced Mr. Kastrud's report dated November 22, 2019, which recommended to limit the amount of impervious coverage on the lot and they agree to 5545SF, which is 1/8th of an acre. If an owner goes over that number the owner would have to meet water quality standards as required by the state.

There is no other land to acquire from a neighbor. Mr. Gallic spoke about the paper road that the township owns on the southeast corner of the property. If that was acquired by the applicant, then it would meet a de minimus exception. Mr. Gallic asked if the applicant is willing to ask the township to buy as much of that as possible and the applicant did agree.

There was further discussion. It will be a condition to ask the Township. Mr. Chadwick, the township planner, thought it was a good idea. Mr. Kastrud agrees they could ask. Mr. Gallic feels drywells are not effective for most of Warren Township.

Mr. Page went over the topography and that a rain pond might be able to be used, or drywells could drain out the bottom. There is a lot of tree preservation easements proposed and it will help buffer neighbor's views and protect land.

Mr. Kastrud went over his review memo from November 22, 2019. A survey needs to be submitted, there will be a deed restriction limiting impervious coverage (5545SF per lot) to keep it at a minor development with respect to stormwater. If drywells are proposed, testing will be required with best management practices, all utilities will be underground in accordance with RSIS. Each lot is subject to soil movement permit approval through the engineering department. The deed shall be submitted for review and approval, and the easement for tree preservation area will need metes and bounds.

Mr. Toth asked about the contour lines and drainage on lot 9.01. There was some discussion and the lot is owned by the applicant.

Mr. Siegel, the planning board attorney, went over conditions that would be required. Mr. Kastrud's memo of November 22, 2019, items 1, 3, 4, 5, 6, and 7 and comment item 3. A condition would also be that the request the town to vacate a portion of the paper road, and to purchase, if possible, from the township.

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**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
JANUARY 27, 2020
PAGE 3**

Mr. Gallic asked if there were any comments or concerns. Hearing none he entertained a motion. A motion was made by Mr. Villani, seconded by Mr. Lindner

Roll Call

For: Committeeman Lazo, Mr. Lindner, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Pasi, Mr. Scuderi, Mr. Esposito, Mr. Villani, and Mr. Gallic

Against: None.

■ **SCHEDULE OF NEXT MEETING:**

February 10, 2020 (was cancelled) and February 24, 2019

■ **ADJOURNMENT**

Motion was made by Mr. Toth, seconded by Mr. Lazo. All in favor. Meeting was adjourned at 7:55.

1/31/2024

**WARREN TOWNSHIP PLANNING BOARD
MEETING MINUTES
7:30 P.M. – Susie B. Boyce Meeting Room – 44 Mountain Boulevard
JANUARY 27, 2020**

CALL TO ORDER Meeting was called to order at 7:30 p.m.

FLAG SALUTE AND MOMENT OF SILENCE FOR OUR TROOPS

ROLL CALL

Mayor Marion (excused)
Committeeman Lazo
Mr. Toth
Mr. Lindner
Mr. DiBianca
Mr. Argiro

Mr. Pasi
Mr. Scuderi
Mr. Esposito
Mr. Villani
Mr. Gallic

Statement by Presiding Officer: *Adequate notice of this meeting was posted on January 21, 2020 on the Township bulletin board and sent to the Township Clerk, and The Star Ledger per the Open Public Meetings Act. All Board members are duly appointed volunteers working for the good and welfare of Warren Township. We plan to adjourn no later than 10:00 p.m.*

■ **APPROVAL OF MINUTES:
January 13, 2020**

ROLL CALL

Motion was made by Mr. Lindner, seconded by Mr. DiBianca to approve the minutes
All in favor.

Reports:

Alan Siegel, Esq.
John T. Chadwick, IV, P.P., Professional Planner
Christian Kastrud, P.E., Professional Engineer
Maryellen Vautin, Clerk
No reports

■ **ADOPTION OF RESOLUTION:**

None.

■ **CITIZENS HEARING non-agenda items**

Mr. Gallic asked if anyone was here for non-agenda items. Seeing no one come forward this portion of the meeting was closed.

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
JANUARY 27, 2020
PAGE 2**

■ **PUBLIC HEARING**

■ **PB 19-08 84 Ann Street Subdivision** (carried from November 25, 2019)

Mr. Kevin Page, the applicant's engineer, came forward. All witnesses were previously sworn in. He went over the area preserved and it is 54% of the land and the area proposed to be developed is 46%, so more is preserved. Mr. Page referenced Mr. Kastrud's report dated November 22, 2019, which recommended to limit the amount of impervious coverage on the lot and they agree to 5545SF, which is 1/8th of an acre. If an owner goes over that number the owner would have to meet water quality standards as required by the state.

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There was further discussion. It will be a condition to ask the Township. Mr. Chadwick, the township planner, thought it was a good idea. Mr. Kastrud agrees they could ask. Mr. Gallic feels drywells are not effective for most of Warren Township.

Mr. Page went over the topography and that a rain pond might be able to be used, or drywells could drain out the bottom. There is a lot of tree preservation easements proposed and it will help buffer neighbor's views and protect land.

Mr. Kastrud went over his review memo from November 22, 2019. A survey needs to be submitted, there will be a deed restriction limiting impervious coverage (5545SF per lot) to keep it at a minor development with respect to stormwater. If drywells are proposed, testing will be required with best management practices, all utilities will be underground in accordance with RSIS. Each lot is subject to soil movement permit approval through the engineering department. The deed shall be submitted for review and approval, and the easement for tree preservation area will need metes and bounds.

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1/31/2024

**WARREN TOWNSHIP
PLANNING BOARD MEETING MINUTES
JANUARY 27, 2020
PAGE 3**

Mr. Gallic asked if there were any comments or concerns. Hearing none he entertained a motion. A motion was made by Mr. Villani, seconded by Mr. Lindner

Roll Call

For: Committeeman Lazo, Mr. Lindner, Mr. Argiro, Mr. Toth, Mr. DiBianca, Mr. Pasi, Mr. Scuderi, Mr. Esposito, Mr. Villani, and Mr. Gallic

Against: None.

■ **SCHEDULE OF NEXT MEETING:**

February 10, 2020 (was cancelled) and February 24, 2019

■ **ADJOURNMENT**

Motion was made by Mr. Toth, seconded by Mr. Lazo. All in favor. Meeting was adjourned at 7:55.

Planning Board
Township of Warren, New Jersey
Resolution PB 19-08

WHEREAS, 84 ANN STREET, LLC, Owner, has applied to the Planning Board of the Township of Warren for Minor Subdivision Approval, Case # 19-08 for premises known as Block 203, Lot 9 and 10, also known as Majors Road and Upper Warren Way, and

WHEREAS, David M. and Kimberly M. Thomasson, the owners of Lot 9, have consented to the making of the application; and

WHEREAS, the matter was heard and considered at public hearings held on September 23, 2019, October 28, 2019 and January 27, 2020, at which time the Board rendered its decision, and this resolution is intended to memorialize the same in accordance with *N.J.S.A. 40:55D-10(g)* (2); and

WHEREAS, the Board, having considered the evidence presented by the Applicant, the arguments of its counsel, the plans and application on file and the reports of its consultants, makes the following findings of fact:

1) Applicant seeks Minor Subdivision Approval together with relief from the requirements of the Zoning Ordinance, in accordance with an alternate subdivision plan consisting of one (1) sheet entitled, "Alternate Subdivision Plan, Minor Subdivision, Block 203: Lots 9 and 10, (Tax Map Sheet 122), Township of Warren, Somerset County, New Jersey," dated 11/12/2019, unrevised, as prepared by Page-Mueller Engineering Consultants.

2) The Board considered *inter alia* memoranda from the Township Engineer dated September 22, 2019, and November 22, 2019, from the Township Planning

Consultant dated July 22, 2019, August 26, 2019, October 22, 2019, and November 15, 2019, from the Traffic Safety Officer, dated July 2, 2019, from the Township Sewerage Authority, dated July 1, 2019, and from the Township Health Department, dated July 2, 2019.

3) Mr. Kevin Page, P.E. and P.P., testified on behalf of applicant that the property, located in the R-65 Zone, consists of Lots 9 and 10 containing 4,237 acres adjacent to Upper Warren Way and Majors Road. Lot 10 is currently undeveloped and heavily wooded. Lot 9 consists of an existing dwelling house which will remain on a slightly reconfigured lot, all as shown on subdivision plans dated June 4, 2019. Two homes will be constructed on the two newly created lots. The proposed lots will meet all R-65 zoning requirements but for lot size: Required is 1.5 acres, proposed is 1.2 acres for Lot 10.0 and 1.5 acres for proposed Lot 10.01. Mr. Page explained that a proposed swap of land between Lot 9 and proposed Lots 10.01 and 10.02 would adjust the common lot line and square up Lot 9, a small portion of its driveway being currently on Lot 10. Wells would be installed for water, dry wells for stormwater runoff.

4) Mr. Page further testified that some lots nearby are undersize, that the area is transitional, there will be adequate light and open space and due to the nature and location of the proposed lots, passersby will not be able to discern that one lot is substandard. In his opinion, the proposed lot size variance was a c(2) variance as it was better planning to locate an undersized lot near other undersized lots such as those to the west of proposed Lot 10.02.

5) At the September 23, 2019, Planning Board meeting, Board members expressed concerns regarding stormwater management, tree preservation and the size of the variance sought. A member of the public who resides on Upper Warren Way voiced his

concern that 1.5-acre zoning was being eroded around him as an ever greater number of undersized lots were created, thus causing the loss of vegetation and more frequent flooding due to increased stormwater runoff.

The Township Planner testified that the neighborhood is transitional in that it is a mixture of lots larger and smaller than the R-65 1.5 acre requirement. He stated that any detriments of a substandard lot can be ameliorated by controls over lot clearing and stormwater management, thus yielding a superior outcome from a planning standpoint to a lot without any controls.

6) Applicant returned to the Planning Board on October 28, 2019, with a revised subdivision plan dated October 14, 2019. Mr. Page testified that the new plan reduced building and impervious coverage and enhanced tree preservation. He further testified that additional property could not be obtained as abutting lots do not meet the 1.5 acre requirement. Exhibit A-4 was introduced to demonstrate that an additional 4,340 sq. ft. of land would become available if the Township vacated the existing paper street between Majors Road and the Upper Warren Way cul-de-sac. Board members continued to express concerns regarding stormwater runoff, tree preservation and lot size.

7) Applicant returned to the Planning Board on January 27, 2020, with a revised subdivision plan dated November 12, 2019. The revised plan provides for two lots each measuring 58,808 sq. ft. or 1.350 acres. Approximately 54% of the lot area is contained within tree preservation easements. Approximately 45% of the lot area is developable. All other requirements of the zoning district are met. Applicant agreed to several conditions suggested by Board members and the Township Engineer. The Board chairman urged applicant to apply to the Township Committee to vacate the paper street

depicted on Exhibit A-4, which if successful could add approximately 4,340 sq. ft. to the area of proposed Lot 10.01, thus reducing somewhat the impact of the proposed variance.

8) The following exhibits were marked into evidence:

A-1 Marked-up Plan

A-2 Tax Map

A-3 Marked-Up Alternate Plan (10/14/19)

A-4 Right-of-Way Vacation

A-5 Kingman Subdivision

9) Applicant seeks a lot size variance of roughly 10% for each proposed lot. In order for this Board to grant what is commonly called a “c(1)” or hardship variance, the core question presented is whether there has been a showing of (1) peculiar and exceptional practical difficulties to, or (2) exceptional and undue hardship upon, applicant arising out of (a) the exceptional narrowness, shallowness or shape of a specific piece of property, or (b) by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property, or (c) by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon. In all cases the alleged hardships must relate to a specific piece of property. Alternatively, to grant what is commonly called a “c(2)” variance, what must be shown is that the application (1) relates to a specific piece of property, (2) that the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance requirement, (3) that the variance can be granted without substantial detriment to the public good, (4) that benefits of deviation would substantially outweigh any detriment and (5) that the variance will not substantially impair the intent and purpose of zone plan and zoning ordinance. No c (2) variance can be granted when merely the purposes of the owner will

be advanced; the approval must benefit the community in that it represents a better zoning alternative for the property. The focus of a c (2) variance is not on the characteristics of the land that create a hardship on the owner warranting a relaxation of the standards, but on the characteristics of the land that present an opportunity for improved zoning and planning that will benefit the community. In all cases, the burden of proving the right to the relief sought in the application rests at all times upon the applicant. Applicant's burden of proof includes both the positive and negative criteria. The variance sought here is a c(2) variance

10) With respect to the bulk variance requested by the applicant, the Board finds that the purposes of the MLUL will be advanced by the requested deviation from the zoning requirements and that the benefits to be derived therefrom will substantially outweigh any detriments associated therewith. The proposed subdivision is located in a neighborhood with a mixture of lots ranging in size from 0.8 acres to 2.0 acres. As testified to by the Township Planner, this is a transitional area. The Board believes it can accommodate the slight negative impact of two lots 10% smaller in lot size than required by the Zoning Ordinance. It agrees with Mr. Page and Mr. Chadwick that two slightly substandard lots where development is limited to prevent excessive tree removal and stormwater runoff deleterious to neighbors offers a better planning choice than one oversized lot developed with an oversized residence with the usual concomitant loss of vegetation and increase downhill stormwater runoff.

11) The proposed tree preservation easements -- 54% of the combined lot area of the two lots will be preserved -- will greatly reduce any negative impact development may have on the neighborhood.

Based upon its review of the evidence presented, the Board concludes that it is satisfied with the application for Minor Subdivision Approval with lot area variance relief

1/31/2024

subject to the conditions noted below, and the Board specifically approves the specifications, designs, plans and related matters as identified above and as modified by the conditions of this approval.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Warren on this 11th day of March, 2020, that the application of **84 ANN STREET, LLC**, be, and the same hereby is, approved, subject, however, to the following conditions:

- 1) Applicant shall provide proof of payment of taxes through the first quarter of 2020.
- 2) Applicant shall obtain approval or waiver if necessary from the Somerset County Planning Board, the Somerset-Union Soil Conservation District, Warren Township Sewerage Authority and Warren Township Board of Health as to the latest revised plans.
- 3) Applicant shall comply with items 1, 2 – 7, inclusive of the Township Engineer's memorandum of November 22, 2019.
- 4) Applicant shall petition the Township Committee not later than sixty (60) days from the date hereof to vacate the right-of-way depicted on Exhibit A-4. In the event applicant is successful, one or more easements shall be created for the extension of utilities from Upper Warren Way to Majors Road.
- 5) Restrictions shall be incorporated into the subdivision deed (or if a map is filed, by separate easements to be recorded) which shall limit impervious coverage to 5,445 sq. ft. per lot.

6) Tree preservation easements shall be subject to the review and approval of the Township Engineer, Township Planner and Township Attorney before being filed with the County Clerk.

7) Either a deed or map in conformity with the Map Filing Law (N.J.S. 46:23-9.9 *et seq.*) shall be filed with the Clerk of Somerset County within the time required by law. In the event the Applicant desires to effectuate this subdivision by deed, the same shall be subject to the review and approval of the Township Engineer and the Township Attorney.

8) Applicant shall comply with all federal, state, county and township statutes, ordinances, rules, regulations and requirements affecting development in the township, county and state.

9) Conditions 1, 2, 3, 5 and 6 shall be satisfied before plans are signed by Board officers.

Motion	Second	Board Member	For	Against	Abs	Absent
		Mayor Marion				1/27
		Committeeman Lazo				
		Mr. Lindner				
		Mr. Argiro				
		Mr. Toth				
		Mr. DiBianca				
		Mr. Pasi				
		Mr. Scuderi- Alt. #1				
		Mr. Esposito - Alt. #2				
		Mr. Villani				
		Mr. Gallic				

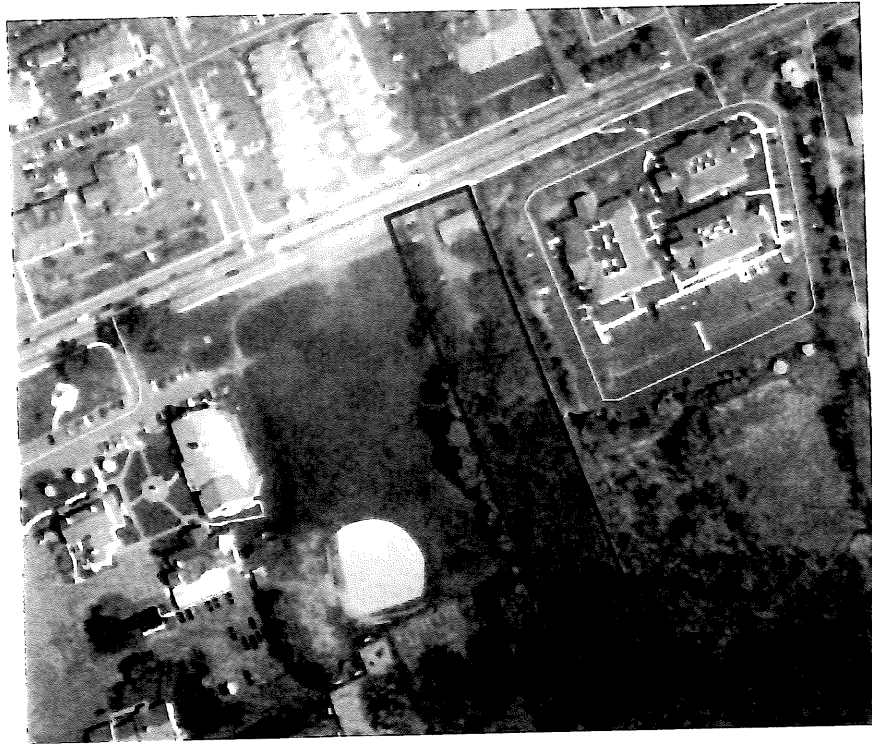
Certification

The foregoing is a true copy of a resolution adopted by the Planning Board of the Township of Warren at a meeting held on March 11, 2020.

Jerry Toth, Secretary

PRELIMINARY INVESTIGATION REPORT 40 MOUNTAIN BLVD

Prepared for:
Warren Township Planning Board



By:

John T. Chadwick, IV P.P.

3176 Route 27, Suite 1A
Kendall Park, NJ 08824
Phone: 732-297-7669
Fax: 732-297-8081
jtcivplan@comcast.net

The original of this document was signed and sealed according to law
John T. Chadwick, IV P.P. License No. 995

February 2020

WARREN TOWNSHIP PLANNING BOARD

DANIEL GALLIC, CHAIRMAN

PETER VILLANI, VICE CHAIRPERSON

MICHAEL MARION, MAYOR

BARRY ARGIRO

SAL DIBIANCA

GEORGE LAZO

JOHN LINDER

DAVID PASI

JERRY TOTH

MICHAEL SCUDERI, ALTERNATE #1

LOUIS ESPOSITO, ALTERNATE #2

ALAN A. SIEGEL, ESQ., BOARD ATTORNEY

MARYELLEN VAUTIN, CLERK

CHRISTIAN KASTRUD P.E. TOWNSHIP ENGINEER

JOHN T. CHADWICK, IV, P.P., PLANNING CONSULTANT

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INTRODUCTION

On August 15, 2019, the Township Committee of the Township of Warren, in accordance with N.J.S.A. 40A:12A-1 et seq., adopted Resolution #2019-218 authorizing the Planning Board to undertake an investigation to determine whether certain property in the Township may be designated as a “Non-condemnation Redevelopment Area” in accordance with criteria set forth in the New Jersey Local Redevelopment and Housing Law: N.J.S.A. §40A: 12A-5 (the “LRHL”).

This preliminary investigation report “the “Report”) serves as the “statement setting forth the basis for the investigation” which is required by §40A: 12A-5 & 6.b (1) of the LRHL, and contains an analysis relating to the individual property. The Report provides a review of the necessary criteria needed to make a redevelopment determination and a recital of criteria met for the parcel in the Study Area (defined below). This report has been prepared to serve as the basis for both that investigation and for a public hearing to be conducted by the Warren Planning Board in accordance with N.J.S.A. §40A: 12A-5 & 6.

The Study Area Map contained within this report constitutes a “map showing the boundaries of the proposed redevelopment area and the location of the parcel of property included therein,” which is also required under N.J.S.A. §40A: 12A-6.

PURPOSE

The purpose of this Report is to determine whether portions of the Township of Warren shown on the Study Area Map, referred to herein as the “Study Area,” qualify as an “area in need of redevelopment” (redevelopment area) as defined in the LRHL as revised by the New Jersey Legislature through its 2013 amendments. This report is written pursuant to Section 6 of the LRHL, which provides the following:

1. No area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the planning board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in Section 5 of P.L 1992/c.79 (C.40A:12A-5). The governing body of a municipality shall assign the conduct of the investigation and hearing to the planning board of the municipality.
2. After completing its hearing on this matter, the Planning Board shall recommend that the delineated area, or any part thereof, be determined or not be determined, by the municipal governing body to be a redevelopment area.
3. After receiving the recommendation of the Planning Board, the municipal governing body may adopt a resolution determining that the delineated area or any part thereof, is a redevelopment area.

STATUTORY DEFINITION OF REDEVELOPMENT

Pursuant to N.J.S.A. §40A:12A-3, “Redevelopment” means clearance, re-planning, development and redevelopment; the conservation and rehabilitation of any structure or improvement, the construction and provision for construction of residential, commercial, industrial, public or other structures and the grant or dedication of spaces as may be appropriate or necessary in the interest of the general welfare for streets, parks, playgrounds, or other public purposes, including recreational and other facilities incidental or appurtenant thereto, in accordance with a redevelopment plan.

GENERAL REDEVELOPMENT PROCESS

The general process of adopting a Redevelopment Area in the Township of Warren are stipulated in the LRHL as amended through 2013 and are as follows:

1. The Warren Township Committee adopts a resolution delineating the Study Area and directing the Planning Board to investigate the area (heretofore done).
2. The Planning Board (via its Planner) prepares a Report setting forth the basis for the investigation and a map showing the boundaries of the proposed area.
3. The map and report are made available for public inspection a minimum of 10 days prior to any public hearing.
4. The Planning Board conducts a preliminary investigation public hearing with special notice requirements.
5. The Planning Board makes recommendation to the Township Committee recommending to designate all or part of the Study Area as a “Redevelopment Area.”
6. The Township Committee adopts a resolution designating all or part of the Study Area as a condemnation or non-condemnation Redevelopment Area.
7. The Township Clerk transmits a copy of the Redevelopment Area designation to the NJ Department of Community Affairs and sends notice to property owners.
8. The Township Committee authorizes preparation of a Redevelopment Plan which may be delegated to, or referred to, the Planning Board.
9. The Planning Board reviews the Draft Redevelopment Plan for consistency with the Master Plan within 45 days of referral.
10. The Township Committee adopts, as an ordinance, the Redevelopment Plan after introduction of the ordinance and a public meeting.

SCOPE OF STUDY

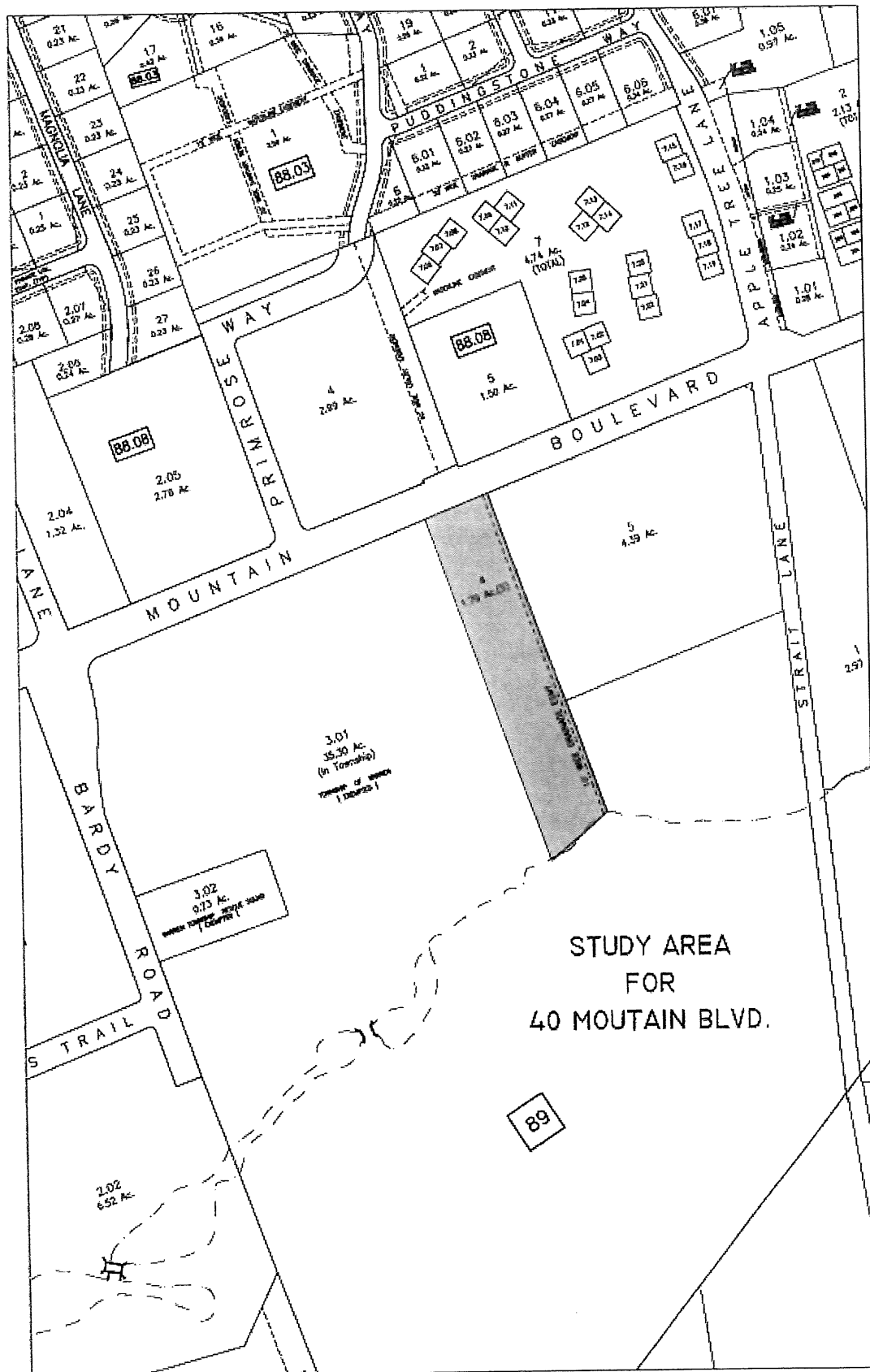
This Report provides an assessment of the property listed in the Township Committee's referral resolution. In this particular study, only one (1) tax lot is included. Several maps have also been prepared for this report showing the extent of the Study Area. Ownership and land use information on the parcel in the Study Area were compiled from Township tax records, aerial imagery, NJDEP and NJGIN-GIS data. This office then performed field research at the property September through October 2019.

STUDY AREA DESIGNATION & DESCRIPTION

The Township Committee of the Township of Warren, by Resolution 2019-218 referred the Planning Board an investigation into Block 89, Lot 4 (the ‘Study Area’) to determine if it meets one or more of the criteria set for this Section 5 of the LRHL to be designated as an area in need of development. The rectangular shaped lot is located between the Warren Township municipal complex and the 34 Mountain Boulevard professional office complex in the center of the Township. The parcel has a lot width of 119.7’ along the front of Mountain Boulevard and a depth of 830’ and contains approximately 1.8 acres of land. The lot contains a vacant commercial building located on the northern frontage of the lot. The central portion of the lot has been cleared of trees and has been used for vehicle storage for many decades. The New Jersey Department of Environmental Protection (“NJDEP”) has issued a wetlands LOI. Documentation of NJDEP’s wetlands LOI report for this site is included in the appendix of this Report. The Study Area has received a NJDEP Soil Remediation Action permit and transfer. The NJDEP permit is included in the appendix of this Report. The project has proceeded to the monitoring stage. No further action is anticipated.

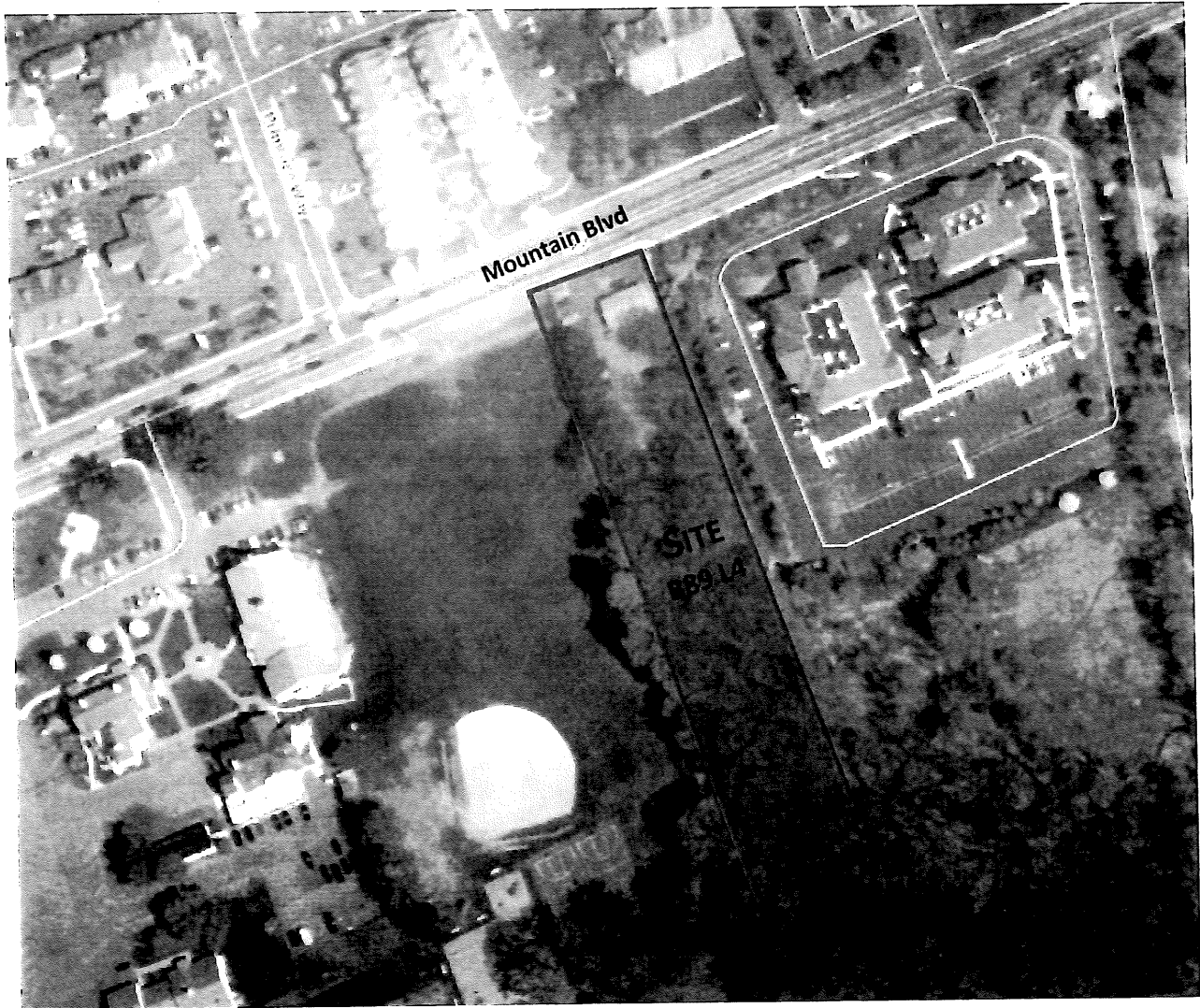
The adopted Housing Element and Fair Share Plan designates the Study Area for inclusionary residential development. The parcel is located in the Township’s AH-7 zone, abuts Township recreation fields and is shown on the “Study Area and Environs Maps” shown on the following pages.

STUDY AREA AND VICINITY TAX MAP



1/31/2024

STUDY AREA AND VICINITY AERIAL MAP



GENERAL CRITERIA FOR A REDEVELOPMENT AREA DETERMINATION

The following criteria are contained in Section 5 of the LRHL and are considered in evaluating the Study Area.

- a. The generality of buildings is substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be un-tenantable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing

to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.

- f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

Furthermore, Section 3 of the LRHL permits the inclusion of parcels that do not meet the criteria if they are necessary for the effective redevelopment of the area, stating:

“A redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area in which they are a part.”

GENERAL APPLICABILITY OF REDEVELOPMENT CRITERIA USED IN THIS REPORT

- a. The “a” criteria focuses on the physical conditions of the buildings located on site that pose a direct threat to public health, safety, welfare or contribute to unwholesome working or living conditions. This criterion is satisfied in this Report. The Study Area hosts a block and brick veneer building originally designed as a service station with service bays. The building has deteriorated over the past approximately 70 years. Owing to the original design, purpose and size, the building has no reasonable repurposing potential under current zoning. The Study Area is zoned AH-7 for inclusionary affordable multi-family housing.
- b. The “b” criteria is applied when buildings that were previously used for manufacturing, industrial or commercial purposes have been abandoned and/or have fallen into such great disrepair as to be un-tenantable. This criterion is satisfied in this Study Area.

The Study Area hosts a block and brick veneer building originally designed as a service station with service bays. The building has deteriorated over the past approximately 70 years. Owing to the original design, purpose and size the building has no reasonable repurposing potential. The study area is zoned AH-7 for inclusionary affordable multi-family housing.

- c. The “c” criteria applies to government owned property, OR property which is vacant and has been so for at least ten years before the adoption of the study area resolution, and suffers from a problem with its location, remoteness, or poor access to other development areas of the municipality. This criterion is satisfied in this Study Area. The Study Area hosts a block and brick veneer building originally designed as a service station with service bays. The building has deteriorated over the past approximately 70 years. Owing to the original design, purpose and size the building has no reasonable repurposing potential. The

Study Area is zoned AH-7 for inclusionary affordable multi-family housing. All outside improvements (parking areas and driveways) are deteriorated.

- d. The “d” criterion focuses on the overall layout and design of the site including buildings and other related improvements. This criterion expands the analysis of the statutory criteria under subsection “a” to include a review of the condition of other site improvements, including parking lots, access- ways, loading and site design. Some of the factors of analysis of the “d” criterion include the location and relationship of buildings to each other, to the lot, and to the street, parking, on-site circulation, land use conflicts, and lot and building coverage. This criterion is satisfied in the Study Area.
 1. The Study Area hosts a block and brick veneer building originally designed as a service station with service bays. The building has deteriorated over the past approximately 70 years. Owing to the original design, purpose and size, the building has no reasonable repurposing potential. The Study Area is zoned AH-7 for inclusionary affordable multi-family housing.
 2. The Study Area hosts a block and brick veneer building originally designed as a service station with service bays. The building has deteriorated over the past approximately 70 years. Owing to the original design, purpose and size, the building has no reasonable repurposing potential. The Study Area is zoned AH-7 for inclusionary affordable multi-family housing.
 3. The Study Area hosts a block and brick veneer building originally designed as a service station with service bays. The building has deteriorated over the past approximately 70 years. Owing to the original design, purpose and size, the building has no reasonable repurposing potential. The Study Area is zoned AH-7 for inclusionary affordable multi-family housing. All outside improvements (parking areas and driveways) are deteriorated. The building has not potential for use under current zoning.

- e. The “e” criterion applies when there is an economic under-utilization or a “growing lack of proper utilization” of an area and where title and ownership issues affect land in the Study Area. This may be the result of diverse ownership and title problems, property configuration or “other conditions” that result in a “not fully productive condition” of an area, which through its redevelopment could better serve the general welfare of the community. Properties meeting this criterion may include unimproved parcels which are “stagnant and unproductive,” properties that exhibit poor design and arrangement consistent with criteria “d,” or areas not developed in a manner consistent with the comprehensive planning and economic development objectives of the municipality. Unimproved land, underutilized land, or land owned by a variety of property owners preventing them from being consolidated, subdivided, or developed in a comprehensive manner with the goals of the community’s master plan and zoning objectives also qualify under this criteria. This criteria is satisfied in the Study Area:

The Study Area is a component of the Township’s certified Affordable Housing Plan and this qualifies it for Redevelopment.

When potentially useful land, which could be contributing to the health, safety and welfare of the community, state or region, remains not fully productive because of some circumstance or situation affecting the property, criteria “e” is satisfied. In this particular location, the existing development on Block 99, Lot 4 is contrary to the Township’s certified Affordable Housing Plan and therefore qualifies under this criterion as an economic under-utilization of land. This condition acts as a disincentive against economic utilization. This is an “other condition” contributing to the under-utilization of the Study Area referenced in the language of criteria “e.”

Although it is located in the AH-7 zone and previously the RBLR zone but utilized for auto repair in the past, the existing building and site improvements are a condition contrary to the implementation of the Township's certified Affordable Housing Plan and constitute a blight on the neighborhood.

- f. The "f" criterion applies to large areas of land that have been impacted by natural disasters, such as hurricane and flood impacts. Properties may qualify under this criteria upon a showing that the aggregate assessed value of the area has been materially depreciated. This criterion considers the Study Area or sub-area as a contiguous area, and every individual parcel in the Study Area or sub- area need not have been damaged or individually depreciated from a disaster event. When the entire area can be shown as both impacted and value-depreciated, the "f" criteria is satisfied. This criterion is not utilized in the Study Area.
- g. Criterion "g" applies to municipalities located in an urban enterprise zone pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) This criterion is not utilized in this Study Area.
- h. The "h" criterion permits a municipality to designate an area in need of redevelopment if "designation of the delineated study area is consistent with smart growth planning principles adopted pursuant to law or regulation." (2003 amendments to NJSA 40A:12A-5[h]). This criterion is satisfied in this Study Area: The Study Area is zoned AH-7. The Study Area is a component of the Township's certified Affordable Housing Plan. The plan is designed to advance the goals and objectives of smart growth as expressed within the NJ State Development and Redevelopment Plan (NJSDRP).

Summary of applicability to criteria "h"

Based on the above, designating the Study Area as a Redevelopment Area would be

consistent with smart growth planning principles adopted pursuant to law or regulation as specified in the “h” criteria of the statute.

The designation of the Study Area as an “area in need of redevelopment” would not impair the intent and purpose of the NJSDRP. The Redevelopment Plan would also have to respect the wetlands on the site. This can be accomplished on this site without a detrimental effect on the environment.

SUMMARY

The Study Area satisfies at least one or more of the redevelopment criteria listed in Section 5 of the LRHL. The Study Area satisfies criteria “a, b, d, e and h” listed in Section 5 of the LRHL. The Redevelopment process outlined in the LRHL can provide a more customized development plan for this site. A Redevelopment Plan could provide the Township Committee and Planning Board with a more useful set of development standards than are currently provided by the AH-7 Zone. The adoption of a Redevelopment Area and Redevelopment Plan provides the Township with more, not less, control over the details of how a future developer can utilize this site, including how best to protect the environmentally sensitive areas within the Study Area.

1/31/2024

REDEVELOPMENT RECOMMENDATIONS

The Warren Township Planning Board should find that the Study Area satisfies one or more of the redevelopment criteria of Section 5 of the LRHL and should recommend to the Warren Township Committee that the Study Area be designated as an Area in Need of Redevelopment.

Appendix

**TOWNSHIP OF WARREN
RESOLUTION NO. 2019-218**

**AUTHORIZING THE TOWNSHIP OF WARREN PLANNING BOARD TO UNDERTAKE A
PRELIMINARY INVESTIGATION FOR THE REDEVELOPMENT OF BLOCK 89, TAX LOT 4
AS SHOWN ON THE TOWNSHIP OF WARREN TAX MAP**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* provides a mechanism to empower and assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, the Local Redevelopment and Housing Law sets forth specific procedures for establishing an area in need of redevelopment; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-6*, prior to the Township Committee making a determination as to whether a particular study area qualifies as an area in need of redevelopment, the Township Committee must authorize the Warren Township Planning Board, by Resolution, to undertake a preliminary investigation to determine whether the subject area meets the criteria of an area in need of redevelopment as set forth in *N.J.S.A. 40A:12A-5*; and

WHEREAS, the New Jersey Legislature amended the Local Redevelopment and Housing Law on September 6, 2013 to expand and clarify various provisions of same; and

WHEREAS, as required by the amendment to *N.J.S.A. 40A:12A-6*, the Legislature has directed that the Resolution authorizing the Planning Board to undertake a preliminary investigation state whether the redevelopment area determination shall authorize the Township to use all of those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain ("Non-Condensation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all of those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain ("Condensation Redevelopment Area"); and

WHEREAS, the redevelopment area determination shall authorize the Township of Warren to use all of the powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain, thus designating it a Non-Condensation Redevelopment Area; and

WHEREAS, the Township of Warren wishes to direct the Warren Township Planning Board to undertake a preliminary investigation to determine whether the proposed study area known as Block 89, Lot 4 as shown on the Warren Township Tax Map qualifies as an area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-5*.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, that the Warren Township Planning Board is hereby directed to conduct the necessary preliminary investigation, including the holding of a public hearing, to determine whether the study area identified above is or is not an area in need of redevelopment under the criteria set forth in *N.J.S.A. 40A:12A-1 et seq.*; and

RESOLUTION NO 2019-218**2**

BE IT FURTHER RESOLVED that the Planning Board shall submit its findings and recommendations to the Township Committee in the form of a Resolution with supporting documentation.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
		LAZO				x
		MAZIARZ	x			
		SORDILLO	x			
	x	MARION	x			
x		DINARDO	x			

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on August 15, 2019.

Cathy Reese, RMC
Township Clerk

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Saturday, February 15, 2020 8:32 AM
To: Lisa
Sammartino;bargiro@optonline.net;ckastrud@kastrudengineering.com;dan@gallic.com;
david@deltafinancialgroup.com;esplou@ideal-
supply.com;george.lazo@marriott.com;gpdviper@aol.com;jctoth38
@hotmail.com;jlindner@unionstone.net;jtciv.plan@comcast.net;jtcivplan@comcast.net;
Marion, Mick;mjscuderi1@yahoo.com;oceanvill125
@optimum.net;saldi@optonline.net;vslaw@optimum.net
Subject: Re: Feb 24 Meeting

This is a Wednesday. Just a reminder

Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243

From: Lisa Sammartino <lsammartino@warrennj.org>
Sent: Friday, February 14, 2020 2:27:37 PM
To: bargiro@optonline.net <bargiro@optonline.net>; ckastrud@kastrudengineering.com
<ckastrud@kastrudengineering.com>; dan@gallic.com <dan@gallic.com>; david@deltafinancialgroup.com
<david@deltafinancialgroup.com>; esplou@ideal-supply.com <esplou@ideal-supply.com>; george.lazo@marriott.com
<george.lazo@marriott.com>; gpdviper@aol.com <gpdviper@aol.com>; jctoth38@hotmail.com
<jctoth38@hotmail.com>; jlindner@unionstone.net <jlindner@unionstone.net>; jtciv.plan@comcast.net
<jtciv.plan@comcast.net>; jtcivplan@comcast.net <jtcivplan@comcast.net>; Lisa Sammartino
<lsammartino@warrennj.org>; Marion, Mick <mmarion@warrennj.org>; mjscuderi1@yahoo.com
<mjscuderi1@yahoo.com>; oceanvill125@optimum.net <oceanvill125@optimum.net>; saldi@optonline.net
<saldi@optonline.net>; Vautin, Maryellen <mvautin@warrennj.org>; vslaw@optimum.net <vslaw@optimum.net>
Subject: Feb 24 Meeting

Good Morning all,

The February 24, 2020 meeting will be cancelled. We will handle the Redevelopment (40 Mountain Blvd) and Chase/Pulte application both on March 11, 2020 at the meeting with special counsel present. Please let us know as soon as possible if you are not able to attend.

Thank you,

Lisa Sammartino
Secretary to Land Use Coordinator
Warren Township

1/31/2024

Reese, Cathy

From: Lisa Sammartino
Sent: Friday, February 14, 2020 2:28 PM
To: bargiro@optonline.net; ckastrud@kastrudengineering.com; dan@gallic.com; david@deltafinancialgroup.com; esplou@ideal-supply.com; george.lazo@marriott.com; gpdviper@aol.com; jctoth38@hotmail.com; jlindner@unionstone.net; jtciv.plan@comcast.net; jtcivplan@comcast.net; Lisa Sammartino; Marion, Mick; mjscuderi1@yahoo.com; oceanvill125@optimum.net; saldi@optonline.net; Vautin, Maryellen; vslaw@optimum.net
Subject: Feb 24 Meeting

Good Morning all,

The February 24, 2020 meeting will be cancelled. We will handle the Redevelopment (40 Mountain Blvd) and Chase/Pulte application both on March 11, 2020 at the meeting with special counsel present. Please let us know as soon as possible if you are not able to attend.

Thank you,

Lisa Sammartino
Secretary to Land Use Coordinator
Warren Township

1/31/2024

Reese, Cathy

From: Vautin, Maryellen
Sent: Wednesday, February 5, 2020 12:00 PM
To: Lisa Sammartino; Marion, Mick; Vautin, Maryellen; bargiro@optonline.net; ckastrud@kastrudengineering.com; dan@gallic.com; david@deltafinancialgroup.com; esplou@ideal-supply.com; george.lazo@marriott.com; gpdviper@aol.com; jctoth38@hotmail.com; jlindner@unionstone.net; jtciv.plan@comcast.net; jtcivplan@comcast.net; mjscuderi1@yahoo.com; oceanvill125@optimum.net; saldi@optonline.net; vslaw@optimum.net
Subject: Cancellation of Planning Board meeting on February 10

We are cancelling the February 10 meeting. there will be a meeting on February 24 and property at 40 Mountain Blvd will be Reviewing a Preliminary Investigation as to whether or not the area is in need of redevelopment. We will most likely have the 84 Ann Street subdivision resolution also.

*Maryellen Vautin
Township of Warren
Land Use Coordinator
908-753-8000 x 243*

1/31/2024

Reese, Cathy

From: Reese, Cathy
Sent: Tuesday, December 29, 2020 12:12 PM
To: Lazo, George
Subject: RE: agenda draft

Ok that would be for the 21st of January

From: Lazo, George <George.Lazo@marriott.com>
Sent: Tuesday, December 29, 2020 12:00 PM
To: Reese, Cathy <creese@warrennj.org>; Krane, Mark <mkrane@warrennj.org>; Hode, Evamarie <ehode@warrennj.org>
Cc: Sordillo, Victor <vsordillo@sompo-intl.com>
Subject: RE: agenda draft

Thank you Cathy,

I will review with Incoming Deputy Mayor Sordillo(copied).

I also spoke with Jeff Lehrer this morning and would like to get the 40 Mountain Blvd. on the Agenda for the January Regular Meeting.

Kind regard's,

George K. Lazo

Senior Account Executive, Professional Sports-Corporate
Marriott International
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U.S. & CANADA

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From: Reese, Cathy <creese@warrennj.org>
Sent: Tuesday, December 29, 2020 11:42 AM
To: Krane, Mark <mkrane@warrennj.org>; Hode, Evamarie <ehode@warrennj.org>; Lazo, George <George.Lazo@marriott.com>
Subject: agenda draft

Here is what we have so far for the Re-Org Agenda, let me know what additions need to be made
George the only appointment you need to consider is the Mayor's Designee for the Library Board, we still have no one for that position.

1/31/2024

C

Cathy Reese

Township Clerk

Township of Warren

46 Mountain Blvd.

Warren, NJ 07059

908-753-8000 ext. 223

www.warrennj.org

1/31/2024

Reese, Cathy

From: Reese, Cathy
Sent: Wednesday, December 23, 2020 11:29 AM
To: Jeff Lehrer (jlehrer@newjerseylaw.net); Administrator; Gary DiNardo; George Lazo (george.lazo@marriott.com); Jolanta Maziarz (jmaziarz@warrennj.org); mm Marion@warrennj.org; vjsordillo@warrennj.org
Subject: Special Meeting
Importance: High

If all are ok...we will do a special meeting Wednesday morning.....via Zoom for the 40 Mountain Blvd. site...I'm thinking 9:00 AM if that works for everyone
I need to get the agenda ready, as well as the zoom invitation and the 48 hour notice, which is why Jeff and I thought Wednesday is good since we are closed tomorrow and Friday
I can have everything ready to post Monday AM...Please let me know, I was hoping to leave early today...thank you
C

Cathy Reese
Township Clerk
Township of Warren
46 Mountain Blvd.
Warren, NJ 07059
908-753-8000 ext. 223
www.warrennj.org

1/31/2024

Reese, Cathy

From: Jeffrey Lehrer <jlehrer@newjerseylaw.net>
Sent: Wednesday, December 23, 2020 2:22 PM
To: Jolanta Maziarz
Cc: Reese, Cathy; Krane, Mark; Marion, Mick; Lazo, George; Sordillo, Victor J.; DiNardo, Gary; jtcivplan@comcast.net
Subject: Re: RDA for 40 Mountain Boulevard Site
Attachments: RDA AS OF 12-2-20-REDLINED TO SHOW NEW CHANGES (A1284738x9D7D2).docx

All: based upon a call with Mark Krane, Committeewoman Maziarz wanted to know the parking spaces required by Code for the Gateway East site and the 37 Mountain Boulevard Site. I checked with the Engineering Department and have added the calculations in section 3.6 of the RDA in red. All other changes have been accepted. I have not attached any of the exhibits until you all confirm that this RDA is now acceptable to move.

In terms of providing the actual license agreements, I have drafted what the TC asked me to do, namely I changed the timing from the issuance of a CO to the first building permit.

I take it this will be on the reorg. agenda for action. Jeff

On Tue, Dec 22, 2020 at 2:23 PM Jeffrey Lehrer <jlehrer@newjerseylaw.net> wrote:

All: I went back to Gary Dean, PE, traffic consultant for Silbert and he revised his December 16, 2020 letter to address Committeewoman Maziarz's remaining comments about parking counts at the other sites. I am attaching what should be the final version of the RDA. I accepted all other changes but changed the date of Gary Dean's letter which was sent to me today. If acceptable, I will send over the final clean version and deliver 4 execution copies.

I am confident that all issues have been addressed and would ask the Mayor, Mark and Cathy whether you want a special meeting on this next week to adopt it or whether you want to wait until the reorganization meeting. I leave that to you.

If I do not speak with you, enjoy your Christmas. It has been a pleasure serving as your Township Attorney in 2020. Jeff

On Fri, Dec 18, 2020 at 1:57 PM Jolanta Maziarz <jmaziarz@warrennj.org> wrote:

Jeff,

Thank you for your work on this. We're almost there!!

Just a few things. Paragraph 3.6, please remove the words "if required" from the beginning of the paragraph. I think the phrase creates confusion and the opportunity to argue over who will do the requiring and if its actually required, it is. Paragraph 8.2(b)(i), please add something that makes it clear that the

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affordable units will not be sold (in accordance with a later paragraph). Paragraph 14.12 seems to be missing something at the end.

With regard to the letter from Mr. Dean, I believe that what I asked for (and I understand that it may have been difficult to hear me given that I was on the phone and being talked over) was a simple calculation. How many parking spaces are at Gateway East and how many parking spaces are required by Section 16-24.4 of the zoning ordinance for that site? And the same for 37 Mountain. The fact that parking may or may not be used on weekends or evenings today is fine and nice, but that may not be the case tomorrow. I just want to see the full picture and understand what the Township may be facing in the future if different, possibly more intense uses move into those properties. Can you imagine the parking nightmare on evenings and weekends if a sports bar, for example, were to move into Gateway East? A great use for sure but its patrons will be parking at 40 Mountain Blvd during football season, not the other way around. We already know that patrons of the restaurants next to the PNC are always parking at the bank on weekends due to a lack of parking, I do it myself. At some point, if, God willing, all of our commercial and retail buildings are full and thriving, we will run into a parking crunch in that area of Town. I just want to know where we stand and I want it documented.

Of course, if the rest of the Township Committee is not interested in this information, that's fine, you won't have to bother Mr. Dean.

Thanks, Jolanta

Sent from Mail for Windows 10

From: Jeffrey Lehrer

Sent: Friday, December 18, 2020 12:00 PM

To: Reese, Cathy; Krane, Mark; Jolanta Maziarz; Marion, Mick; Lazo, George; Sordillo, Victor J.; DiNardo, Gary; jtcivplan@comcast.net

Subject: RDA for 40 Mountain Boulevard Site

PRIVILEGED AND CONFIDENTIAL-ATTORNEY/CLIENT WORK PRODUCT-CONTRACT NEGOTIATION. THIS EMAIL AND ALL ATTACHMENTS HERETO ARE NOT SUBJECT TO DISCLOSURE UNDER THE OPEN PUBLIC RECORDS ACT.

All: In furtherance of our closed session discussion on December 10, 2020, I am attaching a pdf of the most recent redline of the RDA with the following new attachments:

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1. Copy of Landscape Plan in the northwest side of the site (facing town hall) as requested by the Mayor and which will be attached as new exhibit G to the RDA;
2. Copy of letter from Gary Dean, PE, the redeveloper's traffic consultant, addressing the issue of use of adjacent properties for any deficiency on the subject site for parking as requested by Committeewoman Maziarz. This letter is to be attached as new exhibit D-1 to the RDA; and
3. Copy of rendering of proposed building (to be attached as an exhibit to the RDA as new Exhibit B-1).

I believe I have captured all of the issues the TC had concerns with at our last meeting. To expedite your review, the changes in wording can be found in Sections 2.2.1, 3.6 and 12.5,

Kindly advise if you would like to schedule a special meeting before the end of the year to approve the RDA, as amended. Jeff

--

Jeffrey B. Lehrer, Esq.

Please be advised that most of our office is working remotely as a result of the executive order signed by the Governor. Please make every effort to send information electronically rather than via the US mail, UPS or other delivery service. We are making every effort to minimize unnecessary contacts. If you have an urgent matter please call we are all responding to phone calls as quickly as possible

HAVING

CELEBRATED OUR 100TH ANNIVERSARY IN 2017



1/31/2024

DiFrancesco Bateman Kunzman Davis Lehrer & Flaum, PC

15 Mountain Blvd.
Warren, N.J. 07059
(Somerset County)
908-757-7800 ext. 180
fax 908-757-8039

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Jeffrey B. Lehrer, Esq.

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1/31/2024

REDEVELOPMENT AGREEMENT

BETWEEN THE

TOWNSHIP OF WARREN

AND

SILBERT REALTY & MANAGEMENT COMPANY, INC.

FOR THE

REDEVELOPMENT OF

40 MOUNTAIN BOULEVARD

WARREN, NEW JERSEY

1/31/2024

THIS REDEVELOPMENT AGREEMENT, made this ____ day of _____ 2021—, by and between the **TOWNSHIP OF WARREN** (hereinafter referred to as the “Township”) located at 46 Mountain Boulevard, Warren, New Jersey 07059 and **SILBERT REALTY & MANAGEMENT COMPANY, INC.** or an urban renewal entity formed pursuant to Section 7.1(b) (hereinafter referred to as “Redeveloper”) with offices located at 152 Liberty Corner Road, Suite 203, Warren, New Jersey 07059.

SECTION 1. RECITALS

WHEREAS, the Township is a political subdivision of the State of New Jersey, located in the County of Somerset; and

WHEREAS, the Township Committee of the Township of Warren (the “Township Committee”), by Resolution No. 2019-218 duly adopted on August 15, 2019, authorized the Planning Board to undertake a preliminary investigation to determine whether the area identified as Block 89, Lot 4 as shown on the Tax Map of the Township of Warren, Somerset County, New Jersey (the “Study Area”), should be declared “an area in need of redevelopment” according to the criteria set forth in Section 5 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (hereinafter “Redevelopment Law”); and

WHEREAS, John T. Chadwick, IV, P.P., Township Planner, submitted a report to the Planning Board entitled “Preliminary Investigation Report, 40 Mountain Blvd.” dated February 2020 (the “Redevelopment Area Report”), detailing the statutory criteria for determining whether the Study Area constituted an “area in need of redevelopment,” and which Redevelopment Study provided extensive information supporting a recommendation to the Planning Board that the aforesaid Study Area met the statutory criteria; and

WHEREAS, after a public hearing held on March 11, 2020 and in accordance with N.J.S.A. 40:12A-6, the Planning Board, on March 11, 2020, adopted a Resolution determining that the Study Area should be designated as an “area of redevelopment” and recommending that the Study Area be designated as a Non-Condemnation “area in need of redevelopment” pursuant to the Redevelopment Law; and

WHEREAS, after a review of the Study Area and the recommendation of the Planning Board, the Township Committee adopted Resolution No. 2020-09 on April 16, 2020, designating the Study Area as a Non-Condemnation “area in need of redevelopment” pursuant to the Redevelopment Law (the “Redevelopment Area”); and

WHEREAS, the Township Planner prepared and submitted a redevelopment plan entitled “40 Mountain Boulevard (Block 89, Lot 4) Redevelopment Plan” (the “Redevelopment

Plan”), outlining the planning, development and redevelopment of the Redevelopment Area in accordance with the provisions of N.J.S.A. 40A:12A-7; and

WHEREAS, on August 13, 2020 the Township Committee adopted Ordinance No. 20-20 adopting the Redevelopment Plan for the Redevelopment Area; and

WHEREAS, pursuant to the Redevelopment Plan, the Redeveloper proposes to redevelop Block 89 Lot 4 located in the Redevelopment Area (hereinafter referred to as the “Project Site”), by constructing a residential development consisting of a three-story apartment building containing 26 rental units, including six (6) affordable units (the “Affordable Units”); together with associated parking (the “Project”); and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township and its residents for the Township to enter into this Redevelopment Agreement with the Redeveloper to set forth the principles of agreement between the Township and the Redeveloper for the redevelopment of the Project Site with the Project in the Redevelopment Area in accordance with the Redevelopment Plan; and

WHEREAS, the Township and the Redeveloper desire to fully and thoroughly address the issues, items and conditions precedent to the redevelopment of the Project Site by way of this Agreement; and

WHEREAS, the Township and the Redeveloper acknowledge that the mutual promises contained in this Agreement are good and valuable consideration for the binding execution of this Agreement;

NOW, THEREFORE, for good and valuable consideration, it is agreed upon, as of the date set forth above, by the Township and Redeveloper, as follows:

SECTION 2. DEFINITIONS

2.1. Governing Definitions. When used in this Agreement, the following words, phrases or terms shall have the meaning set forth in the subsections that follow:

2.1.1. Agreement shall mean the instant document, which is entitled "Redevelopment Agreement between the Township of Warren and Silbert Realty & Management Company, Inc. (or an urban renewal entity to be formed) for the Redevelopment of 40 Mountain Boulevard" and the documents and exhibits appended hereto and incorporated herein by reference.

- 2.1.2 **Approvals** shall mean, as to any Phase of the Project, all governmental approvals, permits, licenses, agreements and capacity reservations from any governmental authority having jurisdiction over the Redevelopment Area that are required to permit construction of the relevant Phase of the Project to commence, including, but not limited to, local and county planning approvals, construction permits, and other various state and local approvals; excluding, however, approvals, permits and the like normally obtained during the ordinary course of construction.
- 2.1.3 **Board** shall mean the Warren Township Planning Board.
- 2.1.4. **Township** shall mean the Township of Warren, acting through its Township Committee.
- 2.1.5 **Certificate of Completion** shall mean a certificate or certificates certifying that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to all or a portion of the Project or certifying that the Project, or any portion thereof, has been completed; provided, however, to the extent that the Project, or any portion thereof, has been substantially completed, the Certificate to be provided shall certify that the Project, or any portion thereof, has been substantially completed. The Township Committee recognizes and consents to the fact that the Project may be developed and constructed in phases and that the Redeveloper shall be entitled to a Certificate of Completion for any phase of the Project that has been completed in accordance with the Approvals.
- 2.1.6. **Certificate of Occupancy** means a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project upon completion of all or a portion of the Project.
- 2.1.7. **Commencement of Construction, Commencement Date, Commence Construction** or similar phrases shall have the meaning set forth in Section 5.3.
- 2.1.8. **Conditions Precedent** shall have the meaning set forth in Section 4.1.
- 2.1.9 **Township Committee** shall mean the governing body of the Township.
- 2.1.10 **Default** shall have the meaning defined in Sections 6.1 and 6.2.

- 2.1.11 **Default Notice** shall mean such notice from the Township to the Redeveloper as defined in Section 6.3.
- 2.1.12 **DEP** shall mean the New Jersey Department of Environmental Protection.
- 2.1.13 **Effective Date** shall be the date upon which this Agreement is fully executed by all parties.
- 2.1.14 **Environmental Laws** shall mean any federal, state or local law, ordinance, rule or regulation, 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 Comprehensive Environmental Response, Compensation & Liability Act, as amended, 42 U.S.C. Section 9601 et seq.; (e) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; (f) the Hazardous Material Transportation Act, as amended, 49 U.S.C. Section 180, et seq.; (g) the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, et seq.; or (h) any and all laws, regulations, and executive orders, whether federal, state or local, pertaining to environmental matters, as the same may be amended or supplemented from time to time.
- 2.1.15 **Event of Default** shall have the meaning set forth in Section 6.2.
- 2.1.16 **Final Approval** shall mean an Approval for which the limiting period on appeal or for an appeal set forth statutorily or in the rules of court has expired without an appeal or further appeal having been taken.
- 2.1.17. **Financing** shall mean any construction, permanent or other financing, including institutional equity and debt financing and related party equity and debt financing, obtained by the Redeveloper in connection with the Project. It is understood and agreed that the Township shall not under any circumstances guaranty any Redeveloper Financing.
- 2.1.18 **Force Majeure** shall have the meaning set forth in Section 14.1.
- 2.1.19 **Hazardous Substances** shall mean any hazardous substances or wastes now or in the future regulated under Environmental Laws, excluding, however, customary construction, maintenance, janitorial and cleaning supplies in reasonable quantities

to be used in the ordinary course of construction and operation of the Project and which are used and disposed of in accordance with all applicable Environmental Laws.

2.1.20 **Parties** shall mean both the Township and the Redeveloper together and shall not refer to any other person or entity.

2.1.21 **Permitted Transfers** shall have the meaning set forth in Section 8.2.

2.1.22. **Project** shall be as generally described in Section 2.2.1 of this Agreement.

2.1.23 **Project Schedule** shall be as detailed in Exhibit C to this Agreement.

2.1.24. **Project Site** shall be defined as set forth in the Recitals in Section 1 of this Agreement.

2.1.25 **Redeveloper** shall mean Silbert Realty & Management Company, Inc. and its successors or assigns or an urban renewal entity to be formed in which Brian Silbert is the majority member.

2.1.26 **Redevelopment** shall mean the design and construction of the improvements on the Project Site as contemplated by this Agreement.

2.1.27. **Redevelopment Area** shall be defined as set forth in the Recitals in Section 1 of this Agreement.

2.1.28. **Redevelopment Entity** shall mean the Township Committee of the Township of Warren acting as a redevelopment entity.

2.1.29. **Redevelopment Law** shall be defined as set forth in the Recitals in Section 1 of this Agreement.

2.1.30 **Redevelopment Plan or Plan** shall mean the Township of Warren Redevelopment Plan adopted by the Township Committee pursuant to Ordinance No. 20-20 on August 13, 2020.

2.1.31 **Redevelopment Plan Ordinance** shall have the meaning set forth in the recitals to this Agreement, subject to such amendments as may hereafter be adopted.

2.1.32. **Remediation** shall mean any clean up, containment, correction or adjustment in strict accordance with Environmental Laws to any environmental contamination to any natural resource, including but not limited to air, groundwater, surface water, or soil.

2.1.33 **Site Plan** shall have the meaning set forth in Section 2.2.1.

2.1.34. **Third Party** means a person or entity other than (i) the Township; (ii) any agent, employee, agency, board, elected official or representative of the Township; (iii) the Redeveloper; (iv) any member, shareholder, partner, officer, representative, employee or agent of the Redeveloper or (v) any entity owned or controlled by, under common control with, or that owns or controls, the Redeveloper or any member, shareholder or partner of the Redeveloper.

2.1.35. **Transfer** shall have the meaning set forth in Section 8.2.

2.2 Project Definitions. When used in this Agreement, the following words, phrases or terms shall have the meanings set forth in the subsections that follow:

2.2.0. Purpose. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Township and the Redeveloper in connection with the redevelopment of the Project by the Redeveloper. The Redeveloper has been designated by the Township Committee as the Redeveloper of the Project.

2.2.1. The Project. The Project shall generally be designed in accordance with the Site Plan (the "Site Plan") entitled "Preliminary and Final Major Site Plan, 40 Mountain Boulevard Residential Project, Block 89, Lot 4, tax Map Sheet 109, Warren Township, Somerset county, NJ" prepared by E & LP Associates, Inc. dated September 2, 2020, and on the architectural plans (the "Architectural Plans") dated September 18, 2020, revised October 14, 2020, prepared by Beer Architectural Group, LLC attached hereto as **Exhibits A and B**, respectively. Attached hereto as **Exhibit B-1** is a rendering of the proposed Project prepared by Beer Architectural Group, LLC. The Site Plan may be subject to the modifications as required by the Board in accordance with this Agreement, the Redevelopment Plan and the land development ordinances of the Township. The Township Committee agrees that the present Site Plan is consistent with the requirements of the Redevelopment Plan, including but not limited to, the number of residential units provided. Redeveloper shall construct only the residential units established and permitted in the current Redevelopment Plan.

SECTION 3 REDEVELOPER RESPONSIBILITIES.

3.1. Infrastructure Improvements; Redeveloper Responsibilities. The Redeveloper will be responsible for its undertakings described herein after the satisfaction of the Conditions Precedent (as defined in Section 4.1), and at a time designed to allow construction of the Project to commence consistent with the terms of this Agreement.

3.2. Infrastructure Improvements On Site. The Redeveloper is responsible, at its sole cost and expense, for the construction of all on-site infrastructure improvements on the Project Site which are required to accommodate full development of the Project, including but not limited to internal streets, sanitary sewers, storm sewers, and utility lines necessary for the Project, as more particularly set forth in Warren Township Planning Board Resolution 20-05 (Resolution 20-05) adopted on November 23, 2020, a copy of which is attached hereto and made a part hereof as Exhibit C

3.3. Infrastructure Improvements Off-Site and Off-Tract. The Redeveloper shall have no responsibility for the cost of any Township off-site or off-tract improvements under the terms of this Agreement other than for bringing water and sewer to the Project Site and any other improvements required by the Board as set forth in Resolution 20-05.. 3.4 Approval of Project Site Plan and Architectural Plans. The Township agrees that the Site Plan and Architectural Plans depicted on **Exhibit A and B** to this Agreement are consistent with the requirements of the Redevelopment Plan. Furthermore, the Redeveloper acknowledges that it will be required to comply with the provisions of the Redevelopment Plan and Resolution 20-05. 3.5. Project Site. The Redeveloper or entities owned and controlled by the Redeveloper is/are the owner(s) of the Project Site.

3.6 Additional Parking. Redeveloper shall provide additional parking at 53-55 Mountain Boulevard (the "Gateway East Site") and/or 37 Mountain Boulevard (collectively the "Shared Parking Properties"), as more particularly set forth in a letter from Redeveloper's Counsel dated November 23, 2020, a copy of which is attached hereto and made a part hereof as **Exhibit D** and as detailed in the letter written by the Redeveloper's traffic consultant, Gary Dean, PE, dated December 22, 2020, a copy of which is attached hereto and made a part hereof as **Exhibit D-1**. In amplification of the foregoing, the approved site plans and Resolutions of the Shared Parking Properties reveal the following parking requirements:

- a. Gateway East Site-(commercial/salon/office)-total parking required was 90 spaces; 85 spaces approved and built (variance granted); and
b. 37 Mountain Boulevard (office condos) - total parking required was 36 spaces; 48 spaces approved; 52 spaces built.

Redeveloper shall provide the Township with a copy of the fully executed license agreement(s) with the owners of the Shared Parking Properties prior to the issuance of any Building Permit for the Project.

SECTION 4. CONTINGENCIES

4.1 Contingencies. The respective obligations of the Parties to proceed with the Redevelopment under this Agreement are contingent upon the satisfaction or waiver, by the party whose performance is contingent upon the satisfaction of the contingency, of the contingencies set forth in Sections 4.1 and 4.2 hereof within the time periods set forth therein (the “Conditions Precedent”).

4.2 Approvals. The obligation of the Parties to proceed with the Project is contingent upon receipt of all Approvals, (including but not limited to building permits, Somerset County Planning Board approval, Somerset-Union Soils Conservation District Approval, New Jersey Department of Transportation approval, Department of Community Affairs and New Jersey Department of Environmental Protection approval) for the Project. The Township will reasonably cooperate and assist where possible, including expediting the processing of all such applications.

4.3. Project Schedule. It is acknowledged by the Parties that the construction of the Project is time sensitive and will require the coordination of a multitude of efforts by the Redeveloper, the Township and other governmental and private concerns. The Redeveloper’s schedule for commencement and completion of the various elements of the Project (subject to delays caused by Force Majeure) is set forth on **Exhibit E** to this Agreement. The Redeveloper shall use good faith efforts to complete the Project as expeditiously as possible in accordance with **Exhibit E**. Notwithstanding the foregoing, any applicable dates contained in the Project Schedule shall not be deemed time is of the essence.

4.4 Effect of Termination. If any of the Contingencies or Conditions Precedent in this section are not satisfied or waived by the appropriate Party prior to the expiration of the applicable time period therefore as set forth herein, then Redeveloper may terminate this Agreement upon written notice to the Township. If this Agreement is terminated under this Section 3, this Agreement shall automatically terminate, neither party shall have any further liability to the other, and any and all unexpended fees, escrows and payments

made by the Redeveloper pursuant to Section 11.1 and/or Section 11.2 hereof shall be refunded to the Redeveloper by the Township.

SECTION 5. IMPLEMENTATION OF THE PROJECT

5.1 Project Development. The Redeveloper, subject to the contingencies set forth in this Agreement, agrees to develop the Project Site in accordance with this Agreement.

5.2 Development Approvals. The Parties acknowledge that the Approvals must be obtained prior to the commencement of any work on the Project Site. The Redeveloper agrees to obtain all Approvals that may be necessary to commence and complete the Project. The Redeveloper agrees to proceed in a reasonable and diligent manner to obtain all Approvals that may be necessary to commence and complete the Project. The Township agrees that it will use good faith efforts, without cost or expense to the Township except for payroll and internal administrative costs, to assist or provide information in its possession to the Redeveloper when such assistance or information is needed by the Redeveloper to obtain any necessary permits or approvals, including, but not limited to, signing any and all applications for permits or other approvals necessary for the development of the Project, if necessary. To the extent permitted under applicable law, the Township agrees to support and endorse and, if possible, sign, any applications of the Redeveloper that are in accordance with this Agreement. The Township agrees to expedite the processing of applications for building permits and other municipal permits. The Township, and all officers, employees and agents of the Township shall take all reasonable steps to foster and facilitate development of the Project in accordance with this Agreement. The Township shall cooperate in all efforts of the Redeveloper to secure necessary municipal, county and state permits and approvals in an expeditious fashion.

5.3 Commencement of Project. The Redeveloper agrees that it will use good faith efforts, subject to delays caused by Force Majeure, to obtain the necessary building permits and commence construction of the Project by not later than ninety (90) days after the last to occur of the following events: (i) all Final Approvals have been obtained, (ii) the final Site Plan has been signed by the appropriate Township officials, and (iii) the satisfaction of all conditions in the Resolution granting final Site Plan approval for the Project. For purposes of this Agreement, the phrase, "Commencement Date" or "commencement of construction" or equivalent phrases, however worded, shall mean the commencement of physical construction or site preparation work at the Project Site by the Redeveloper in furtherance of the plans for the construction of the Project. After the commencement of construction for any improvement in the Project, the Redeveloper will

thereafter diligently and continuously prosecute that portion of the Project to completion, subject to delays caused by Force Majeure, in accordance with this Agreement.

5.4 Certificate of Occupancy and Certificate of Completion. Upon completion of the construction of the Project, or any part thereof, and issuance of a temporary certificate of occupancy for such part, subject only to punch list items for all or any part of the building(s) to be constructed, then, provided the Redeveloper has substantially complied with this Agreement and Resolution 20-05, the Township agrees to issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement with respect to the Project, or portion of the Project for which the certificate has been issued, and has completed construction in accordance with the requirements of this Agreement with respect to the part of the Project to which the Certificate relates. Such Certificate of Completion shall constitute a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the relevant obligations of the Redeveloper to construct the Project. The Township shall provide such Certificate of Completion within thirty (30) days after written request by the Redeveloper or, within ten (10) days of such request, provide the Redeveloper with a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to such Certificate of Completion. Pursuant to *N.J.S.A. 40A:12A-9(a)*, upon the issuance of a Certificate of Completion for the Project, the conditions that were determined to exist at the time that the area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

5.5 Cooperation and Compliance. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Agreement. The Township Committee further agrees to take such action as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining Financing for the Project.

5.6 Fees. The Redeveloper shall be subject to application and escrow fees for Township approvals and review processes in accordance with the Township's Land use Procedures and Land Development ordinances

SECTION 6. DEFAULT PROVISIONS

6.1 Redeveloper's Default. The Township shall have the right to declare the Redeveloper in default of this Agreement ("Default") in the event that any of the events set forth below in Section 6.2 occur. For purposes of this Agreement, the term "Default" shall mean the occurrence of any of the events set forth in Section 5.2, after notice and opportunity to cure, and which may result in the Township exercising any or all of its remedies under Section 6.4 of this Agreement to terminate the Redeveloper's rights under this Agreement.

6.2 Default Events. The Township shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, an "Event of Default"):

- The Redeveloper's failure to perform substantially, or substantial defect in performance by the Redeveloper, of any of its material obligations under this Agreement; or
- A final and un-appealable determination by a court of competent jurisdiction that the Redeveloper is insolvent; or
- The Redeveloper shall file a voluntary petition in bankruptcy; or
- The sending of a notice to the Township by the Redeveloper that it has determined not to proceed with the Project, unless the Redeveloper has the right not to proceed, under the terms of this Agreement; or
- Any judgment of bankruptcy against the Redeveloper, or any general assignment for the benefit of creditors by the Redeveloper, or any appointment of a receiver for the Redeveloper which is not stayed or dismissed within ninety (90) days of such appointment; or
- Abandonment of the Project by the Redeveloper for a period of more than ninety (90) consecutive days after commencement, without explanation, which shall mean the failure to staff adequately or diligently to prosecute the Approvals or to construct the Project to ensure the achievement of the Project Schedule.

6.3 Default Notice. Upon an occurrence of an Event of Default, the Township shall notify the Redeveloper in writing that it has declared the Redeveloper in default (hereinafter "Default Notice"). Absent such Default Notice, no declaration of Default shall be deemed binding against the Redeveloper. The Default Notice shall be given by the Township Committee within ten (10) days of action by the Township Committee or its designee determining that an Event of Default has occurred and shall state the basis for determining that an Event of Default has occurred. Upon receipt of the Default Notice, the Redeveloper shall have thirty (30) days after the Redeveloper's receipt of the Default Notice, in the case of a financial obligation, to respond to such Default Notice, or in the case of a non-financial obligation, the Redeveloper shall have forty-five (45) days after

the Redeveloper's receipt of the Default Notice, to commence to cure the Event of Default and shall be afforded additional time to cure, provided that the Redeveloper has, within the applicable time period, commenced and is diligently and continuously proceeding to correct same. In the event that the Redeveloper does not cure the Default as set forth herein, the Township 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 Redeveloper must respond to the Default Notice or the period of time in which the Redeveloper must cure the Default.

6.4 Default Rights and Remedies of Township: Upon the occurrence of a Default which has not been cured pursuant to Section 6.3, the Township shall, to the fullest extent permitted by law, have each of the following rights and remedies: (i) Terminate this Agreement, in whole or in part, upon the expiration of the applicable cure period with respect to the Project; (ii) Withhold the issuance of any Certificate of Completion as to the Project until the Default has been corrected; and (iii) any other remedy at law or equity, including but not limited to, de-designating the Redeveloper and any statutory rights of the Township, none of which are waived by the execution of this Agreement.

6.5 Rights and Remedies of the Township; No Waiver by Delay. The exercise of any rights and remedies of the Township, whether provided by this Agreement or otherwise, shall not constitute a waiver of any other rights or remedies provided under this Agreement and, except as otherwise specifically provided by this Agreement, the exercise by the Township 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 the Township in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive the Township of, or limit such rights and remedies in any way (it being the intent of this provision that the Township shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any 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 the Township with respect to any specific Default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Township with respect to any other Defaults by the Redeveloper under this Section or with respect to the particular Default, except to the extent specifically

waived in writing.

6.6 Township Default. The failure of the Township to substantially perform, or a substantial defect in performance by the Township of, any of its obligations under this Agreement ("Township Event of Default") shall constitute a default by the Township.

6.7 Cure by Township. The Township shall have the right to cure any Township Event of Default, provided that the Township commences the cure thereof within forty-five (45) days of the date that the Redeveloper notifies the Township, in writing, that a Township Event of Default has occurred, unless a longer period is expressly required to comply with statutory limitations or requirements; provided, further, that if the Township diligently and continuously proceeds to cure the Township Event of Default, the Township shall be afforded an additional reasonable period of time to complete the cure, given the nature of the Default.

6.8 Rights and Remedies of Redeveloper. In the event that the Township does not cure the Township Event of Default as set forth herein, the Redeveloper shall be entitled to all remedies at law and equity, including the remedy of specific performance.

SECTION 7 LENDER PROTECTIVE PROVISIONS

7.1 Rights of Mortgagee. In the event of any default in connection with the terms and provisions of any lease or financial arrangement providing for a mortgage interest upon the Project or Project Site, the relevant financial institutions shall be entitled to the protection of N.J.S.A. 55:17-1 et seq. providing for notification, a reasonable opportunity (in light of the nature of the default and the available means to correct it), to cure the same, and shall be afforded additional time to diligently and continuously proceed to correct same in a reasonable period of time given the nature of the breach, provided that the financial institution or lender has, within thirty (30) days of the receipt of notice, commenced and is diligently pursuing the correction of such failure or defect. In order to provide additional and supplemental remedies to the holder of a mortgage loan on the Project or Project Site in the event of a default with the terms and provisions of its mortgage loan, which remedies are deemed necessary and appropriate to the feasibility of making private funds available to finance the Project, the holder of a loan may exercise the following rights: the right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first

proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights as are specifically provided in N.J.S.A. 55:17-8.

7.2 No Termination for Mortgage Default. This Agreement, being a lease or financial arrangement made by a governmental body or agency of the State of New Jersey 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 Project, as though such default or foreclosure had not occurred, subject to the provisions of N.J.S.A. 55:17-1 et seq.

7.3 Attornment. The Township agrees to execute recognition and attornment documents that may reasonably be required by any lender and that are reasonably acceptable to the Township, and further to make any technical, non-substantive modifications to this Agreement that may be reasonably required for the Financing; provided, however, that the Redeveloper shall reimburse the Township for all costs incurred in connection with the review and approval of said documents (including the preparation of any approving resolutions) by the Township Attorney.

7.4 Notice to Mortgagee. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any Event of Default by the Redeveloper of its obligations or covenants under this Agreement, the Township shall simultaneously forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County or any other address provided to the Township by such mortgage holder. No such notice to the Redeveloper shall be effective unless a copy is also sent to the holder of such mortgage. No Default will become effective if the holder of any Financing is curing such Default.

7.5 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any Event of Default, each holder of any Financing shall (insofar as the rights of the Township are concerned) have the right, at its option, to cure or remedy such Default and to add the cost thereof to its mortgage and shall have an additional thirty (30) days to do so, provided that, if the Default relates to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the Township's approval, either before or after foreclosure or any action in lieu thereof, to undertake or continue the construction or completion of the Project or any part thereof. Any such holder who shall properly complete the Project or applicable part thereof shall be entitled, upon

written request made to the Township, to receive the certificate of occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.5 hereof.

SECTION 8. NONDISCRIMINATION AND RESTRICTIONS ON TRANSFER

8.1 Nondiscrimination. The Redeveloper agrees, and all Deed(s) for any parcels in the Project Site shall contain covenants running with the land, perpetual in duration, binding on the Redeveloper, its successors and assigns, and every successor in interest to the parcels, that the owners of the properties to be redeveloped shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the properties or any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed, and the Deed(s) shall so expressly provide, that the agreements and covenants provided herein above shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, any successor in interest to the parcels, or in any part thereof, and the owner of any other land (or any other interest in such land) in the Project Site which is subject to the land use requirements and restrictions of the Redevelopment Plan, against the Redeveloper, its successors and assigns, and every successor in interest to the parcels.

8.2 Restrictions on Transfer. (a) Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), the Redeveloper shall, except as set forth in subsection (b) below, be without power to sell, lease, assign, mortgage, or otherwise transfer or encumber (any of the foregoing, a "Transfer") this Agreement, the Project, the Project Site or any such part of or interest in the foregoing, without the written consent of the Township, which consent shall not be unreasonably withheld, conditioned or delayed, subject to compliance with subsection (c) below.

(b) Notwithstanding the foregoing, prior to the Certificate of Completion, the following transfers and encumbrances ("Permitted Transfers") shall be permitted without any consent or any further approval by the Township Committee: (i) leases or contracts of sale for individual residential units (ii) a mortgage or mortgages and other liens and encumbrances for the purposes of financing costs

associated with the acquisition, development, construction and marketing of the Project; (iii) utility, access, ingress, egress and other development easements; (iv) environmental covenants and restrictions imposed by a regulatory agency as a condition of any permit or approval; (v) a transfer of an interest in the Redeveloper or the Project Site to an entity owned or controlled by the Redeveloper (for purposes of this Agreement defined to mean at least a 51% or greater ownership interest), including transfer to an urban renewal entity if necessary in relation to any tax abatement that may be approved; (vi) a transfer of an interest in the Redeveloper limited liability company for the benefit of children, parents or heirs of a party owning an interest in the Redeveloper; and (vii) any contract or agreement with respect to any of the foregoing exceptions. The foregoing shall not apply, and therefore no approval will be required with respect to, a change of form of the Redeveloper entity, provided that there is no change in the beneficial ownership of the Redeveloper.

(c) If, prior to the Certificate of Completion, there is a Transfer which is not a Permitted Transfer as set forth in subsection (b) above, such Transfer shall require the consent of the Township Committee, the Township Committee's consent shall be conditioned upon the Redeveloper satisfying the following conditions to the reasonable satisfaction of the Township Committee: (i) the Redeveloper presents evidence demonstrating the reputability of the transferee or assignee and the financial ability of the transferee or assignee to fulfill the obligations of this Agreement (or, if the Transfer is of a part of the Project Site or rights hereunder, the obligations relating to such part); and (ii) the Redeveloper presents evidence demonstrating the competence and experience of management of the proposed transferee or assignee to complete the relevant section of the Project.

(d) A determination of compliance with the criteria set forth in subsection (c) above shall be based on the following information and documentation to be submitted by the transferee or assignee: (i) financial statements indicating (1) net worth, or (2) unencumbered lines of credit; (ii) evidence of loan commitments sufficient to carry out the Project of the transferee or assignee; and (iii) a letter of recommendation from a prior project manager or owner for whom the prospective transferee or assignee has at least ten (10) years of experience in the construction of residential multi-family housing in the State of New Jersey, and (iv) has undertaken a comparable development in the State of New Jersey.

(e) A proposed transferee or assignee shall be presumed to be reputable and have the necessary financial ability if the above information demonstrates: (i) that the proposed transferee or assignee is of good character and reputability as evidenced by the letter from a prior manager or owner for whom the prospective

transferee or assignee has undertaken a comparable development in the State of New Jersey; and (ii) that the proposed transferee or assignee has sufficient net worth and credit worthiness to carry out the Project, or part thereof, or loan commitments in amounts and on terms sufficient to permit the completion of the Project, or relevant part thereof.

(f) Upon the granting of such consent, the Township shall issue a certificate to the transferee or assignee evidencing such consent and certifying that no Default by the Redeveloper or any other entity under this Agreement shall impair such transferee's or assignee's rights under this Agreement.

8.3. Subsequent Conveyance by Redeveloper. Upon the issuance of a Certificate of Completion for any portion of the Project on the Project Site, the Redeveloper shall have the right to sell, lease or otherwise transfer its interest in the real property of such portion of the Project without limitation.

SECTION 9. AFFORDABLE RENTAL HOUSING.

9.1 The Affordable Units shall be constructed, marketed, rented and maintained in strict accordance with the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., Township Affordable Housing Ordinances; and rules or regulations adopted by the New Jersey Council on Affordable Housing, New Jersey Department of Community Affairs and/or New Jersey Court of competent jurisdiction, as well as any successor statutes, rules, regulations or ordinances (collectively the "Fair Housing Laws"). Consistent with the obligation to construct the Project in accordance with the Fair Housing Laws, but not intending to limit that obligation, each Affordable Unit shall be deed restricted with affordability controls as prescribed by the Fair Housing Laws. The affordability controls shall remain in place until released by the Township and for a minimum period of thirty (30) years. Redeveloper shall cooperate with the Township in providing any information that is necessary to complete the Township's annual monitoring. Prior to the issuance of any Certificates of Occupancy, Redeveloper shall provide the Township with an Affordable Housing Deed Restriction for Rental Projects in the form attached hereto and incorporated herein as **Exhibit F** covering all of the Affordable Units.

SECTION 10. REPRESENTATIONS AND WARRANTIES

10.1. The Redeveloper. The Redeveloper represents and warrants as follows:

- (a) it is a limited liability company duly created under the laws of the

State of New Jersey 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 the Redeveloper of this Agreement has been duly authorized, 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 Redeveloper;

(d) it is financially capable to undertake and fulfill the obligations of the Redeveloper hereunder, subject to the terms and conditions of Section 4.1. above;

(e) the Redeveloper has the necessary expertise, qualifications, staff and resources to undertake and fulfill its obligations hereunder;

(f) 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 the Redeveloper 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

(g) the execution, delivery, or performance of this Agreement will not constitute a violation of any of the 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.

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

(a) that the Township Committee duly adopted the Redevelopment Plan in accordance with the Redevelopment Law;

(b) that the Township Committee is duly and properly designated as the Redevelopment Entity, pursuant to the Redevelopment Law;

(c) that the Township is executing this Agreement in its capacity as the designated redevelopment agency for the Project Site and that this Agreement constitutes a valid and legally binding obligation of the Township;

(d) that 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 the Township 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

(e) that the zoning of the Project Site, as amended pursuant to the Amended Redevelopment Plan, permits the Redevelopment of the Project Site for the Project, subject to Board and all other Approvals.

SECTION 11. FEES; INDEMNIFICATION

11.1 Escrow Fees. The Redeveloper shall have the obligation to maintain an escrow account for the purposes of paying for the Township's professional and administrative costs related to the Project in accordance with the terms of that certain Funding Agreement approved by the Township on August 15, 2019 (the "Funding Agreement"). The obligation to maintain such escrow account shall continue until such time as the final Certificate of Completion is issued by the Township for the Project, at which time the escrow account shall close and the Redeveloper shall no longer have the obligation to pay for the Township's professional and administrative costs related to the Project. Upon issuance of the final Certificate of Completion, the Township shall provide the Redeveloper with a final invoice for the Reimbursable Costs incurred by the Township. Any balance due the Redeveloper of any of the Escrow Funds, will be refunded at the end of the Interim Period, or shall be disbursed in accordance with the Redeveloper's instructions.

In accepting the above referenced escrow deposit from the Redeveloper, the Township shall comply fully with the standards set forth in N.J.S.A. 40:55D-53, et al. At any time prior to the completion of the Project, upon thirty (30) days written notice, the Township will provide Redeveloper with a full and detailed accounting of any and all costs charged to the Redeveloper pursuant to the escrow agreement between the parties.

The phrase "Reimbursable Costs" shall include, but not be limited to, all reasonable fees and costs related to the Project including those fees and costs incurred by the Township as a result of the Township's utilization of qualified professional consultants, including but not limited to planners, engineers and attorneys as designated by the Township, who shall participate in the review of

any and all other plans, renderings, or reports directly relating to the proposed Redevelopment Project and the drafting and negotiation of the Redevelopment Agreement and Financial Agreement. The Redeveloper shall not be responsible for any professional or administrative costs incurred by the Township or work performed by Township employees, consultants or professionals, which work was performed for any prior redeveloper of the Property.

11.2 Escrow Funds. In accordance with the terms of the Funding Agreement, the Redeveloper has deposited the sum of Twenty Five Thousand (\$25,000.00) Dollars in escrow with the Township pursuant to this Agreement. Said amount shall continue to be maintained by the Township in a separate escrow account and shall be drawn down upon the Township to pay the Reimbursable Costs. This Twenty Five Thousand (\$25,000.00) Dollar amount shall be referred to as the Escrow Funds. If, as a result of the Township's payment of the Reimbursable Costs, the Escrow Funds drop below Three Thousand (\$3,000.00) Dollars, the Township shall notify the Redeveloper in writing along with copies of all invoices and a ledger of disbursements made as of the date of the written notice. The Redeveloper shall replenish the Escrow Funds in accordance with the terms of the Funding Agreement. Provided that during such period the Township has expended any Reimbursable Costs, every thirty (30) days, the Township shall provide the Redeveloper with a statement of those Reimbursable Costs paid from the proceeds of the Escrow Funds. The Township shall further provide the Redeveloper with individual invoices on a regular basis when received by the Township that are identified as the Reimbursable Costs. Any failure on part of the Township to affirmatively provide the Redeveloper with either a statement(s) of the Reimbursable Costs and/or invoices describing same shall not relieve the Redeveloper of its obligation to pay to the Township the Escrow Costs as provided for herein.

11.3 Indemnification. The Redeveloper agrees to indemnify and hold harmless the Township and the Township Committee against, and the Redeveloper shall pay, any and all liability, loss, cost, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Township may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, resulting from the Redeveloper's activities in constructing the Project or the Redeveloper's actual breach of any contracts entered into by the Redeveloper which relate to construction of the Project, or resulting solely from the Redeveloper's ownership of portions of the Project Site, or resulting from the acquisition, construction or installation of the Project, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper and

unrelated third parties, which claims result from the construction of the Project, the maintenance and functioning of Project improvements, or any other activities of the Redeveloper within the Project Site during the construction of the Project. It is mutually agreed by the Redeveloper and the Township that neither the Township nor its elected and appointed officials, volunteers, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the Redeveloper shall save the Township and its elected and appointed officials, volunteers, officers, agents and employees harmless from any claim or suit in connection with the Redeveloper's obligations under this Agreement, except for any claim or suit arising from the intentional, willful and negligent acts of the Township or its elected and appointed officials, volunteers, officers, agents, servants or employees.

The Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions, as described in this Section, which may be brought or asserted against the Township or its elected and appointed officials, volunteers, officers, agents, servants or employees. Any reasonable attorneys' fees in situations where it is necessary under applicable law for the Township to engage its own attorneys, reasonable experts' testimony costs and all costs to defend the Township or any of its elected and appointed officials, volunteers, officers, agents, servants, or employees shall be reimbursed to it by the Redeveloper in connection with such indemnification claim.

As between the Redeveloper and the Township, the Redeveloper agrees and specifically assumes any and all responsibility for the investigation and remediation of all environmental conditions, whether known or unknown, on, under or migrating to or from the Project Site or anything affected off-site, as may be required by applicable Environmental Laws, and the Redeveloper shall bear all costs for such investigation and remediation of the Project Site. The Redeveloper shall use reasonable efforts to obtain all environmental approvals that may be required for the remediation of the Project Site. Any and all environmental costs shall be the sole responsibility of the Redeveloper.

Without limitation on any obligation to defend and indemnify pursuant to this Agreement, and without limitation to such obligation which the Redeveloper may have as a matter of law, the Redeveloper shall indemnify, defend, release and hold the Township and its officials and agents harmless against (a) all claims or alleged claims and response costs and fines and penalties against the Township and its officials and agents or the Redeveloper by any governmental authority or third party due to the presence of Hazardous Substances on or within the Project Site, or the discharge of Hazardous Substances in excess of any limitations provided by

the applicable Environmental Laws, whenever such Hazardous Substances become present on or within the Project Site, whether prior to or after the Effective Date, (b) all claims or alleged claims against the Township and its officials and agents by any governmental authority or third party for injunctive relief for the abatement of a nuisance or related to the presence of Hazardous Substances on or within the Project Site or the discharge of Hazardous Substances in excess of any limitations provided by the applicable Environmental Laws, whether prior to or after the Effective Date, and (c) all claims or alleged claims of bodily injury or property damage asserted against the Township and its officials and agents by third Parties due to the presence of Hazardous Substances which become present on or within the Project Site, or the discharge of Hazardous Substances in excess of any limitations provided by the applicable Environmental Laws, whenever such Hazardous Substances become present on or within the Project Site whether prior to or after the Effective Date. This indemnity shall survive termination of this Redevelopment Agreement.

SECTION 12. CONSTRUCTION PROVISIONS.

12.1 Illumination, Noise and Pollution. The Redeveloper shall follow all applicable construction laws, regulations, ordinances, and standards in the industry relating to illumination, noise and pollution.

12.2 Security and Safety. The Redeveloper shall be cognizant of and address all traffic safety issues by complying with all applicable traffic safety provisions both during and after construction of the Project.

12.3 Hours of Construction. Hours of construction, including, installation of any improvements, shall be 7:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. There shall be no construction on Sundays and federal holidays outside or on the exterior of the building. Interior work shall be permitted on all days.

12.4 Township Observation, Access and Inspections. The Township, and its consultants, employees and agents, shall be given free access to observe construction of the Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Board-approved Plans. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Redeveloper's approved submittals. The Township, or its representatives, consultants,

employees or agents, shall not supervise, direct or have control over the Redeveloper's work during such observations or as a result thereof nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Redeveloper, for safety precautions and programs incident to the work of the Redeveloper or for any failure of the Redeveloper to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Redeveloper is not an agent or employee of the Township.

In addition to all remedies at law or in equity, in the event that Redeveloper fails or refuses to comply with any oral or written representation made to any municipal official (including but not limited to the Township Engineer, Administrator, Zoning Officer or Township Committee member), the Township Engineer or Zoning Officer shall provide written notice to the Redeveloper of such failure or refusal and allow the Redeveloper to cure said failure or refusal within ten (10) days . If the failure or refusal continues unabated after the aforesaid ten (10) days, the Township Engineer or Zoning Officer shall have the right to issue a Stop Work Order on the Project until the failure or refusal is abated to the satisfaction of the Township Engineer or Zoning Officer.

12.5 Attached hereto as **Exhibit G** is the proposed Landscape Plan as required by Resolution PB 20-05 approving Redeveloper's Site Plan. The Landscape Plan may be modified and supplemented by the Township Engineer and Township Planner prior to installation of the plantings identified on the attached Landscape Plan.

SECTION 13. PERFORMANCE, MAINTENANCE AND OTHER GUARANTEES.

13.1 Guarantees Required. Redeveloper shall post performance and maintenance guarantees in accordance with the provisions of N.J.S.A. 40:55D-53 et seq. of the MLUL and all applicable laws, in the following manner:

(a) Prior to the commencement of construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL at the discretion of the Redeveloper) in a form reasonably acceptable to the Township Attorney (provided that the New Jersey Department of Community Affairs's standard form shall be deemed reasonably acceptable to the Township Attorney) for those improvements for which a performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and Planning Board resolution, in an amount not to exceed 120% of the cost of installation, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 50:55D-53. Notwithstanding the foregoing, under no circumstances shall any form of performance guarantee be required for any

building comprising the Project.

(b) A maintenance guarantee in respect of those improvements which may be bonded in accordance with the MLUL in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL at the discretion of the Redeveloper) for a period not to exceed two (2) years after final acceptance of the improvements, in an amount not to exceed fifteen (15%) percent of the cost of installation of the improvements which are being released, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.

(c) If authorized by ordinance duly adopted by the Warren Township Committee prior to the commencement of construction, Redeveloper may be required to post a temporary certificate of occupancy bond and/or a safety and stabilization bond, as necessary, in accordance with the MLUL and the Township ordinances.

(d) If applicable, all bonds must name the Township as an obligee, and Redeveloper shall deliver a copy of the bonds to the Township prior to the commencement of construction. To the extent that a surety bond is provided, it shall be provided by a company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall become insolvent, or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over management of the entity, Redeveloper shall replace the bond within thirty (30) days of notice from the Redeveloper.

(e) In the event that any bond should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect as the result of any act or omission by Redeveloper, then until an approved replacement of the lapsed bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the Project, unless the improvements required to be bonded have been completed and approved by the Township. In the event any bond shall lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect through no act or omission of the Redeveloper, then unless the Redeveloper fails to replace the bond within ten (10) days of notice given to the Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the project unless the

improvements required to be bonded have been completed and approved by the Township.

(f) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed, or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

(g). Any extension of the time allowed for installation of the improvements for which a performance guarantee has been provided and any release or partial release of any performance guarantee provided pursuant to this Agreement shall be pursuant to the MLUL.

SECTION 14. MISCELLANEOUS

14.1 Force Majeure. The failure of either Party to perform any of the provisions of this Agreement by reason of any of the following shall not constitute a Default or breach of this Agreement: labor disputes, strikes, picket lines, unavailability of materials, freight and delivery delays, energy shortages, boycott efforts, fires, floods, freezes, epidemics, pandemics, extreme weather conditions, accidents, war (whether or not declared), riots, acts of God, acts of government (including, without limitation, any agency or department of the United States of America or the State of New Jersey, acts or omissions of Third Parties (including litigation by Third Parties), or other causes which are beyond the reasonable control of the Party asserting an excusable delay that are subsequent to the date of this Agreement (“Force Majeure”) provided however (A) that the non-performing party, (i) give the other party prompt written notice describing the particulars of the claimed Force Majeure, including, but not limited to, the nature of the occurrence and its expected duration within thirty (30) days of the commencement of same, (ii) continue to furnish timely regular reports with respect thereto during the period of the Force Majeure and (iii) provide notice of the termination of the Force Majeure; (B) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure and the reasonable time required to secure any applicable insurance settlement; (C) the Force Majeure shall not excuse any pre-existing Event of Default hereunder; (D) the non-performing party uses commercially reasonable efforts to remedy its inability to perform and to mitigate, in an expeditious manner, any losses to the other party; (E) the Force Majeure described above is not otherwise due to the willful or negligent acts or omissions of the party relying on such Force Majeure;

and (F) Economic hardship, including changes in tax laws and/or loss of profits, shall not constitute a Force Majeure.

14.2 Tax Assessments. The parties acknowledge that, to the extent that a Financial Agreement is entered into between the Redeveloper and the Township, such Financial Agreement will control the payments in lieu of taxes applicable for the Property. Otherwise, the Redeveloper shall pay standard ad valorem taxes on the Project Site.

14.3 Paragraph 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.

14.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey, and any litigation relating to this Agreement shall be brought in the Superior Court of New Jersey and venued in the County of Somerset.

14.5 Amendments to Agreement. This Agreement and the documents and exhibits appended hereto and incorporated herein by reference represents the entire agreement by and between the Parties with respect to the development of the Project Site and the construction of the 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 the 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.

14.6 Severability. Should any provision, term, paragraph 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 prevents the performance of this Agreement in substantial part, 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 14.5 of this Agreement.

14.7 Incorporation of Recitals. The recitals set forth in Section 1 of this Agreement are hereby incorporated by reference and are considered part of this Agreement.

14.8 Casualty. In the event that all or any substantial portion of the Project Site is damaged or destroyed by casualty prior to completion of construction, the Redeveloper may, at its option, terminate this Agreement by written notice to the Township within thirty (30) days after the damage or casualty. For purposes of this provision "substantial portion" shall be defined as any portion which is equal to or in excess of twenty-five percent (25%) of the total acreage of the Project Site or that portion which, in the sole opinion of the Redeveloper, would prevent the successful completion of the Project as envisioned by this Agreement.

14.9 Insurance. The Redeveloper shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Township Attorney. The policy shall indicate the Township of Warren as additional insured with respect to their interest in work performed by the above-named insured at the Project. The coverage shall include endorsements for broad form property damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

14.10 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.

14.11 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.

14.12 Recordation. A short form memorandum of this Agreement, and any modifications thereof or additions thereto, may be duly recorded by the Redeveloper in the Book of Deeds of the County of Somerset, and the cost of such recordation and the cost of any and all federal revenue stamps, which legally must be attached to such memorandum, shall be paid by the Redeveloper.

14.13 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) by delivering a copy thereof to the Party being served in person, by commercial courier or by email, with electronic proof of delivery, as follows:

As to the Township:

Township of Warren
46 Mountain Boulevard
Warren, NJ 07059
Attn: Township Administrator
Email:

With a copy to:

Jeffrey B. Lehrer, Esq.
DiFrancesco Bateman et als
15 Mountain Blvd.
Warren, N.J. 07059
Email: jlehrer@newjerseylaw.net

As to the Redeveloper:

Brian S. Silbert, President & CEO
Silbert Realty and Management Co., Inc.

1/31/2024

152 Liberty Corner Road, Suite 203
Warren, New Jersey 07059

With a copy to:

Brian Wolfson, Esq.
O'Toole Scrivo
14 Village Park Road
Cedar Grove, New Jersey 07009

From time to time, either Party may designate a different person or address for all of 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.

14.14 Counting of Days. Unless otherwise specifically set forth, all references to counting of days shall be calendar days; provided, however, that consistent with R. 1:3-1, in computing a period of time of less than seven (7) days, Saturdays and Sundays and legal holidays shall be excluded.

14.15 Waiver of Jury Trial. The Township and the Redeveloper hereby waive trial by jury in any action, proceeding or counterclaim brought by or against either Party on, or in respect of, any matter whatsoever arising out of, relating to or pertaining to this Agreement, the relationship between the Township and the Redeveloper and/or any claim of injury or damage from any other relationship between the Parties hereto.

14.16 Successors Bound. This Agreement shall be binding upon the respective Parties hereto and, subject to the limitations on transfer set forth in Section 8, their successors and assigns.

SECTION 15. ESTOPPEL CERTIFICATE.

15.1 Estoppel Certificate. Within thirty (30) days following written request therefor by a party hereto, the other party shall issue a signed estoppel certificate either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time or the giving of notice would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the

1/31/2024

event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

TOWNSHIP OF WARREN

Attest:

Cathy Reese, Township Clerk

By: _____
Michael Marion, Mayor

Witness:

**SILBERT REALTY & MANAGEMENT
COMPANY, INC.**

By: _____

Name:

Title:

1/31/2024

EXHIBIT A

SITE PLAN

[On file with Planning Board]

1/31/2024

EXHIBIT B

ARCHITECTURAL PLANS

[On file with Planning Board]

1/31/2024

EXHIBIT B-1
ARCHITECTURAL RENDERING OF PROJECT

1/31/2024

EXHIBIT C

PLANNING BOARD RESOLUTION PB 20-05

1/31/2024

EXHIBIT D
LETTER FROM REDEVELOPER'S COUNSEL

1/31/2024

EXHIBIT D-1

**LETTER DATED DECEMBER 22, 2020 FROM
GARY DEAN, PE, TRAFFIC CONSULTANT FOR THE REDEVELOPER**

1/31/2024

EXHIBIT E
PROJECT SCHEDULE

1/31/2024

EXHIBIT F
FORM OF AFFORDABLE HOUSING
DEED RESTRICTION

1/31/2024

EXHIBIT G
LANDSCAPE PLAN OF NORTHWESTERLY SIDE OF
DEVELOPMENT

1/31/2024

Reese, Cathy

From: Jeffrey Lehrer <jlehrer@newjerseylaw.net>
Sent: Wednesday, December 23, 2020 9:09 AM
To: Reese, Cathy
Cc: Sordillo, Victor J.; Jolanta Maziarz; Krane, Mark; Marion, Mick; Lazo, George; DiNardo, Gary; jtcivplan@comcast.net
Subject: Re: RDA for 40 Mountain Boulevard Site

I am available as well any time.

Thanks George and the best to all members of the TC, Cathy and Mark for a Merry Christmas and a Happy New Year. 2021 HAS to be better than 2020!!

Jeff

On Wed, Dec 23, 2020 at 8:57 AM Reese, Cathy <creese@warrennj.org> wrote:

Since we are closed on Thursday and Friday, I would recommend Wednesday, to give us enough time to notice, the meeting could still be virtual

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Cc: Jolanta Maziarz <jmaziarz@warrennj.org>; Reese, Cathy <creese@warrennj.org>; Krane, Mark <mkrane@warrennj.org>; Marion, Mick <mmarion@warrennj.org>; Lazo, George <glazo@warrennj.org>; DiNardo, Gary <gdinardo@warrennj.org>; jtcivplan@comcast.net
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Get Outlook for iOS

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Sent: Friday, December 18, 2020 12:00 PM

To: Reese, Cathy; Krane, Mark; Jolanta Maziarz; Marion, Mick; Lazo, George; Sordillo, Victor J.; DiNardo, Gary; jtcivplan@comcast.net

Subject: RDA for 40 Mountain Boulevard Site

PRIVILEGED AND CONFIDENTIAL-ATTORNEY/CLIENT WORK PRODUCT-CONTRACT NEGOTIATION. THIS EMAIL AND ALL ATTACHMENTS HERETO ARE NOT SUBJECT TO DISCLOSURE UNDER THE OPEN PUBLIC RECORDS ACT.

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1/31/2024

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Kindly advise if you would like to schedule a special meeting before the end of the year to approve the RDA, as amended. Jeff

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Jeffrey B. Lehrer, Esq.

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HAVING

CELEBRATED OUR 100TH ANNIVERSARY IN 2017



1/31/2024

DiFrancesco Bateman Kunzman Davis Lehrer & Flaum, PC

15 Mountain Blvd.
Warren, N.J. 07059
(Somerset County)
908-757-7800 ext. 180
fax 908-757-8039

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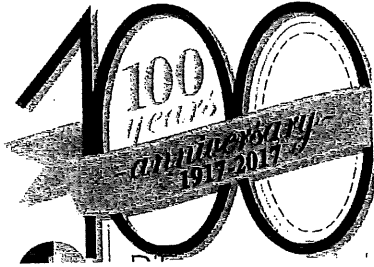
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fax 908-757-8039

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1/31/2024

Reese, Cathy

From: Lazo, George
Sent: Wednesday, December 23, 2020 8:55 AM
To: Jeffrey Lehrer; Sordillo, Victor J.
Cc: Jolanta Maziarz; Reese, Cathy; Krane, Mark; Marion, Mick; DiNardo, Gary; jtcivplan@comcast.net
Subject: Re: RDA for 40 Mountain Boulevard Site

I am available Monday as well.

Merry Christmas and Happy Holidays to you and your families.

George

Get Outlook for iOS

From: Jeffrey Lehrer <jlehrer@newjerseylaw.net>
Sent: Tuesday, December 22, 2020 10:12:30 PM
To: Sordillo, Victor J. <vsordillo@warrennj.org>
Cc: Jolanta Maziarz <jmaziarz@warrennj.org>; Reese, Cathy <creese@warrennj.org>; Krane, Mark <mkrane@warrennj.org>; Marion, Mick <mmarion@warrennj.org>; Lazo, George <glazo@warrennj.org>; DiNardo, Gary <gdinardo@warrennj.org>; jtcivplan@comcast.net <jtcivplan@comcast.net>
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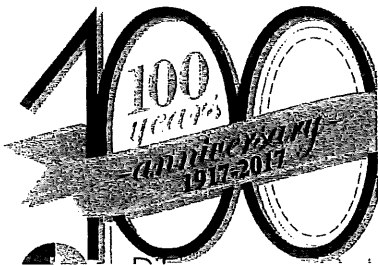
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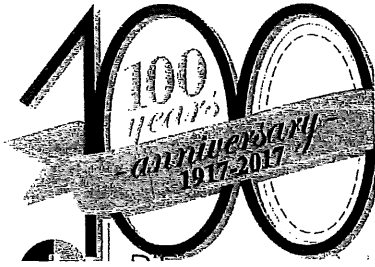
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Subject: RDA for 40 Mountain Boulevard Site

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1/31/2024

All: In furtherance of our closed session discussion on December 10, 2020, I am attaching a pdf of the most recent redline of the RDA with the following new attachments:

1. Copy of Landscape Plan in the northwest side of the site (facing town hall) as requested by the Mayor and which will be attached as new exhibit G to the RDA;
2. Copy of letter from Gary Dean, PE, the redeveloper's traffic consultant, addressing the issue of use of adjacent properties for any deficiency on the subject site for parking as requested by Committeewoman Maziarz. This letter is to be attached as new exhibit D-1 to the RDA; and
3. Copy of rendering of proposed building (to be attached as an exhibit to the RDA as new Exhibit B-1).

I believe I have captured all of the issues the TC had concerns with at our last meeting. To expedite your review, the changes in wording can be found in Sections 2.2.1, 3.6 and 12.5,

Kindly advise if you would like to schedule a special meeting before the end of the year to approve the RDA, as amended. Jeff

Jeffrey B. Lehrer, Esq.

Please be advised that most of our office is working remotely as a result of the executive order signed by the Governor. Please make every effort to send information electronically rather than via the US mail, UPS or other delivery service. We are making every effort to minimize unnecessary contacts. If you have an urgent matter please call we are all responding to phone calls as quickly as possible

HAVING

CELEBRATED OUR 100TH ANNIVERSARY IN 2017

1/31/2024



DiFrancesco Bateman Kunzman Davis Lehrer & Flaum, PC

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