



**Mt. Olive Township Council
Conference Meeting
June 9, 2020**

**ITINERARY
REVISED 6/9/2020**

PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

ROLLCALL

Resolutions: (10)

- 1. Approving and Authorizing the execution of a temporary license letter agreement between the Township of Mount Olive and Katie Cox**
Our five year lease agreement with Equishare USA for the Valley Brook Horse Training Facility will end on July 16, 2020, however, an individual who has rented stables from the lessee had a one year lease which ends on December 31, 2020. During this pandemic, a new barn location has not been found and the recommendation is to authorize a temporary license agreement with Katie Cox until the end of the year.
- 2. Authorizing a first amendment to structure lease agreement between the Township and New Cingular Wireless, LLC for the Cellular Tower located at 293 Route 206, Flanders, New Jersey**
An agreement was negotiated with New Cingular Wireless regarding the back rent owed and the temporarily relocation of communication equipment for the Sutton Plaza water tank. New Cingular Wireless will pay the Township \$128,838.83 and be fully responsible for all costs associated with moving their equipment during the water tank maintenance project.
- 3. Temporarily waiving fees for outdoor dining applications within the township**
In an effort to support local businesses and to encourage outdoor dining, the outdoor dining fee application of \$100 will be waived through December 31, 2020. ***REVISED 6/9/2020**
- 4. Temporarily extending time periods and waiving fees for certain temporary signs with the Township**
In an effort to support local businesses and to promote local services, the time period for temporary banner and blade signs is extended for ninety (90) days as well as the waiver of the application fee.
- 5. Authorizing the township to abate certain nuisance properties located at Block 1001, Lot 21 (33 Karen Place)**
A nuisance exists and the owner has failed to abate the nuisance after being issued a notice of violation. The Township will abate the nuisance and put a lien on the property.

- 6. Authorizing the township to abate certain nuisance properties located at Block 440, Lot 57 (195 Route 46)**
A nuisance exists and the owner has failed to abate the nuisance after being issued a notice of violation. The Township will abate the nuisance and put a lien on the property
- 7. Authorizing the township to abate certain nuisance properties located at Block 3403, Lot 12 (18 Outlook Avenue)**
A nuisance exists and the owner has failed to abate the nuisance after being issued a notice of violation. The Township will abate the nuisance and put a lien on the property
- 8. Authorizing the award of a professional services agreement for Green Acres Land Surveying Services to DMC Associates, Inc. Land Surveyors**
In accordance with the local public contracts law, the Township needs to acquire Green Acres Land surveying services to acquire the Charles Street Subdivision. Open space funds will be used not to exceed \$7,050.
- 9. Authorizing the award of a professional services agreement for Pediatric Medical Director- Board of Health to Susheela Thomas, MD LLC**
In accordance with the local public contracts law, the Township needs to acquire a Pediatric Medical Director not to exceed \$12,000.
- 10. Resolution Approving and Authorizing a Developer's Agreement Between the Township of Mount Olive and Waterloo Road Development, LLC *ADDED 6/9/2020**

Ordinance for First Reading: (1)

An ordinance of the Township of Mount Olive amending Chapter 169, Dogs and Other Animals, of the Township Code to modify certain provisions *REVISED 6/9/2020

Mount Olive TNR has initiated a petition for a November ballot question to prohibit euthanasia of impounded cats for any reason unless it is an act of mercy as a last resort because the animal is suffering from an irremediable illness or physical condition causing the animal continuous and irremediable pain. Although well intended, the language proposed by Mount Olive TNR is overly restrictive, does not give our professionals and veterinarians any discretion and can have many unknown financial impacts that would burden the general taxpayer if approved. As stated by Mount Olive TNR, that Township has internal policies and procedures in place against euthanasia which has resulted in a very low euthanasia rate. Furthermore, the Township has not renewed contracts for Animal Control Shared Services with municipalities that do follow our policies. Having a formal policy that states "irremediable illness" does not give our professionals, veterinarian and Health Director, discretion of when an impounded animal can be euthanized. Stray and feral cats with serious injuries, which may not be irremediable, would cost significant resources to treat. The proposed policy if approved, would require the Township to treat, regardless of cost.

In an effort to find the proper balance, the attached ordinance should be considered which would prohibit the euthanasia of any animal until a reasonable attempt is made to contact accredited sanctuaries or rescues to determine whether a better option is available based on the animal's evaluation and medical history. Furthermore, the determination will be made by a licensed veterinarian that euthanasia is the most humane option due to quality of life, untreatable illness or injury that is causing the suffering. This language will codify that euthanasia shall be used as a last resort but leave that discretion up to the professionals as to not cause an undue burden on the taxpayer.

OLD BUSINESS

NEW BUSINESS

PUBLIC PORTION

ADJOURN to Public Meeting

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – June 9, 2020

REVISED 6/9/2020

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE @ Work Session

ROLL CALL

APPROVAL OF MINUTES OF PREVIOUS MEETINGS – J. Ferrante

May 26, 2020 WS & PM (Absent: D. Amianda)

CORRESPONDENCE (14)

LETTERS FROM RESIDENTS/ORGANIZATIONS/ OTHER TOWNS

1. Email received May 26, 2020 from NOFA-NJ regarding NOFA-NJ Upcoming Events May 26, 2020.

RESOLUTIONS / ORDINANCES OTHER TOWNS

2. Email received May 22, 2020 from the Town of Boonton regarding Coronavirus Relief Fund, Resolution 20-137.
3. Email received May 22, 2020 from Township of Randolph regarding Randolph Twp. Re-introduction of Ord. #03-20.
4. Email received May 22, 2020 from Township of Randolph regarding R-143-20 Re-Opening of Morris County/ Randolph Township and R-144-20 COVID-19 Pandemic Impact.
5. Email received May 26, 2020 from Township of Mine Hill regarding Coronavirus Relief Fund, Resolution 075-20.
6. Email received May 29, 2020 from Borough of Riverdale regarding Coronavirus Relief Fund, Resolution 100-2020.
7. Email received June 3, 2020 from Borough of Butler regarding Borough of Butler Resolution No. 2020-57 Urging the State of New Jersey to Provide direct Stabilization Funding to Morris County from the Coronavirus Relief Fund.

STATE AGENCIES

8. No Further Action letter received May 21, 2020 from NJDEP regarding Area of Concern: -550 gallon#2 Heating Oil Underground Storage Tank System. Unrestricted Use – No Further Action Letter and Covenant Not to Sue, Block 1503, Lot 7, 21 South Hillside Ave, Mount Olive Twp., Morris County. Program Interest #545067, Activity Number: CSP100001. Communications Center Number: 08-11-25-1057-54, File 14-27-296.

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – June 9, 2020

REVISED 6/9/2020

9. Letter received May 21, 2020 from NJDEP regarding Application for the Renewal of a Letter of Authorization. Veolia ES Technical Solutions, LLC. Regulated Medical Waste (RMW) Commercial Collection Facility, Mount Olive Twp., Morris County. Preferred ID 494362, RMC140001.
10. Email received May 22, 2020 from NJDEP regarding NJDEP Weekly Update.
11. Email received May 29, 2020 from NJDEP regarding NJDEP Weekly Update.
12. Email received June 1, 2020 from NJDEP regarding DEP-PFOA-PFOS Rule Adoption.

MORRIS COUNTY

13. Email received May 27, 2020 from Morris County regarding This Week in Morris County: COVID Scams, Unemployment, Trash Disposal.
14. Email received June 3, 2020 from Morris County regarding This Week in Morris County: George Floyd Statement. COVID-Childcare, Dining, Tax Appeals.

ORDINANCES FOR PUBLIC HEARING: - None

ORDINANCES FOR FIRST READING: (1) - (2nd reading June 23, 2020)

Ord.#13-2020 An Ordinance of the Township of Mount Olive, in the County of Morris and State of New Jersey, Amending Chapter 169, Dogs and Other Animals, of the Township Code to Modify Certain Provisions. – **C. Labow** ***REVISED 6/9/20**

CONSENT RESOLUTIONS AGENDA: (10) – J. Mania

Resolutions on the Consent Agenda List are considered to be routine and non-controversial by the Township Council and will be approved by one motion (one vote). There will be no separate discussion or debate on each of these resolutions except for the possibility of brief clarifying statements that may be offered. If one or more Council member requests, any individual resolution on the Consent Agenda may be removed from the Consent Agenda List and acted on separately.

(Would anyone on Council, like to move any Resolutions to Non-Consent?)

PUBLIC PORTION ON CONSENT RESOLUTIONS

1. Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Approving and Authorizing the Execution of a Temporary License Letter Agreement Between the Township of Mount Olive and Katie Cox.
2. A Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Authorizing a First Amendment to Structure Lease Agreement Between the Township and New Cingular Wireless PCS, LLC For Relocation of Cellular Equipment Located on the Sutton Place Water Tower.

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – June 9, 2020

REVISED 6/9/2020

3. Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Temporarily Waiving Fees for Outdoor Dining Applications Within the Township. ***REVISED 6/9/2020**
4. Resolution of the **Township** of Mount Olive, in the County of Morris and State of New Jersey, Temporarily Waiving Fees and Extending the 14-day Time Limit for Certain Temporary Signs Within the Township.
5. Resolution of the Township Council of the Township of Mount Olive Authorizing the Township to Abate Certain Nuisance Properties Located at Block 1001, Lot 21. (33 Karen Place)
6. Resolution of the Township Council of the Township of Mount Olive Authorizing the Township to Abate Certain Nuisance Properties Located at Block 440, Lot 57. (195 Route 46)
7. Resolution of the Township Council of the Township of Mount Olive Authorizing the Township to Abate Certain Nuisance Properties Located at Block 3403, Lot 12. (18 Outlook Avenue)
8. Resolution of the Township Council of the Township of Mount Olive Authorizing the Award of a Professional Services Agreement for Green Acres Land Surveying Services to DMC Associates, Inc. Land Surveyors.
9. Resolution of the Township Council of the Township of Mount Olive Authorizing the Award of a Professional Services Agreement for Pediatric Medical Director – Board of Health to Susheela Thomas, MD LLC.
10. A Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Approving and Authorizing a Developer's agreement between the Township of Mount Olive and Waterloo Road Development, LLC. ***ADDED 6/9/2020**

COUNCIL COMMENTS ON CONSENT RESOLUTIONS

ROLL CALL

RESOLUTIONS NON-CONSENT

PUBLIC PORTION ON INDIVIDUAL RESOLUTIONS

COUNCIL COMMENTS ON INDIVIDUAL RESOLUTIONS

ROLL CALL (NON-CONSENT)

MOTIONS – G. Stewart

1. Bill List. PDF Bill List

ROLL CALL

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – June 9, 2020

REVISED 6/9/2020

ADMINISTRATIVE REPORTS

OLD BUSINESS

NEW BUSINESS

LEGAL MATTERS

COUNCIL REPORTS

Board of Education Liaison Report – **D. Amianda**

Environmental Committee – **J. Ferrante**

Lake Issues – **J. Ferrante**

Library Board Liaison – **J. Ferrante**

Senior Citizen Liaison – **C. Labow**

Open Space Committee Report – **C. Labow**

Board of Health Report – **C. Labow**

Stigma Committee – **C. Labow**

Legislative Committee Report – **J. Mania**

Planning Board Report – **J. Mania**

Economic Development Committee Report – **G. Stewart**

Community Action Panel Report – **G. Stewart**

Recreation Liaison Report – **A. Roman**

PUBLIC PORTION

COUNCIL COMMENTS

ADJOURNMENT

**AN ORDINANCE OF THE TOWNSHIP OF MOUNT OLIVE, IN THE
COUNTY OF MORRIS AND STATE OF NEW JERSEY, AMENDING
CHAPTER 169, DOGS AND OTHER ANIMALS, OF THE TOWNSHIP
CODE TO MODIFY CERTAIN PROVISIONS**

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mount Olive, in the County of Morris and State of New Jersey, as follows:

SECTION 1. Chapter 169, Dogs and Other Animals, Article I, Dogs; Animal Detention and Redemption, § 169-1, Definitions, is hereby amended as follows:

OWNER/KEEPER

Any person who shall possess, maintain, house, harbor, or feed any pet or stray animal, or otherwise have custody of any pet or animal, whether or not the licensed owner of such pet or animal. .

SECTION 2. Chapter 169, Dogs and Other Animals, Article I, Dogs; Animal Detention and Redemption; § 169-18, Redemption of dogs, cats and other animals; detention fees, is hereby amended to read as follows:

- A. No dog or cat shall be euthanized by the Township's Animal Control solely because the holding period required by State law has expired. Before the euthanasia of any animal, a reasonable attempt should be made to contact accredited sanctuaries and rescues, including but not limited to an approved TNR sponsor, to determine whether an alternative option is available, such as barn placement, based on the animal's evaluation and medical history. However, it may be determined by a licensed veterinarian that euthanasia is the most humane option due to quality of life, untreatable illness or injury that is causing suffering.
 - a. If a cat cannot be rescued through an approved TNR sponsor, the following exclusions to Paragraph A shall apply:
 - i. An animal suspected to carry and exhibiting signs of rabies, as determined by a licensed veterinarian;
 - ii. A dog that, after physically attacked a person, has been determined by a court having competent jurisdiction to be dangerous pursuant to State law;
 - iii. An animal experiencing irremediable physical suffering;
 - iv. An animal that is not adoptable to the general public due to advance age and serious chronic or untreatable health problems; or
 - v. Any animal that has been determined to be unadoptable by virtue of its temperament, as determined by a licensed veterinarian.
- B. When any dog has been seized in accordance with the provisions of this article as a potentially dangerous dog, and has been detained for seven days after such notice, when notice can be given as set forth in § 169-12, or has been detained for seven days after seizure when notice has been given as set forth in § 169-12, and if the owner or person keeping or harboring said dog has not claimed said dog and paid all expenses incurred

by reason of its detention as hereinafter specified, and if the dog is unlicensed at the time of seizure and the owner or person keeping or harboring said dog has not produced a license and registration tag for said dog, the ACO may cause the dog to be destroyed in a manner causing as little pain as possible.

- C. The Township shall not enter into a shared service agreement to provide animal control services to any municipality that does not follow the same policy as set forth in 169-18(A) and Article V. Feral Cats with their own respective sponsor.
- D. The following charges shall be paid to the Township of Mount Olive as expenses incurred by reasons of detention in accordance with the provisions of this article:

(1) Pickup of any dog or cat:

- (a) First offense: \$50.
- (b) Second offense: \$75.
- (c) Third/subsequent offense: \$100 to \$500.

(2) Maintenance, per day: \$4.

(3) Euthanasia:

- (a) Dog: \$45.
- (b) Cat: \$45.

(4) Disposal/cremation:

- (a) Dog: \$45.
- (b) Cat: \$45.

(5) Quarantine:

- (a) Dog: \$40.
- (b) Cat: \$30.

(6) All veterinarian fees.

- E. The charges specified herein shall be the responsibility of the detained animal's owner/keeper, regardless of whether the owner/keeper resides. Such charges shall be paid to the Mount Olive Township Health Department, and a receipt shall be provided to the person paying such charges, which receipt will be the authority for the Animal Control Officer to release the dog to the owner or person claiming such dog. No dog so impounded shall be sold, given, released or turned over to any agency, organization or corporation, whether governmental or private, for experimentation or other like purposes.

SECTION 4. Chapter 169, Dogs and Other Animals, Article I, Dogs; Animal Detention and Redemption, is hereby amended to add § 169-27 to read as follows:

The Animal Control Officer (ACO) of the Township of Mount Olive may periodically, at the discretion and direction of the Township, conduct a census of all dogs owned, kept or harbored within the limits of the Township of Mount Olive

SECTION 5. Chapter 169, Dogs and Other Animals, Article IV, Cats, § 169-34, Definitions, is hereby amended to read as follows:

OWNER/KEEPER

Any person who shall possess, maintain, house, harbor, or feed any pet or stray animal, or otherwise have custody of any pet or animal, whether or not the licensed owner of such pet or animal. .

SECTION 6. Chapter 169, Dogs and Other Animals, Article IV, Cats, § 169-38, Cat census, is hereby amended to read as follows:

The Animal Control Officer (ACO) of the Township of Mount Olive may periodically, at the discretion and direction of the Township, conduct a census of all cats owned, kept or harbored within the limits of the Township of Mount Olive.

SECTION 7. This Ordinance may be renumbered for the purposes of Codification.

SECTION 8. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Ordinance.

SECTION 9. All ordinances or parts of ordinances of the Township of Mount Olive that are inconsistent herewith are repealed to the extent of such inconsistency.

SECTION 10. This Ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced:

Adopted:

Effective Date:

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Township Council President

Attest:

Michelle Masser, Township Clerk

**RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, IN THE COUNTY OF MORRIS AND
STATE OF NEW JERSEY, TEMPORARILY WAIVING FEES FOR OUTDOOR DINING
APPLICATIONS WITHIN THE TOWNSHIP**

WHEREAS, the Township of Mount Olive wishes to support local businesses such as restaurants, brewpubs, sandwich shops and coffee shops in recovering from the hardships that the COVID-19 crisis has caused; and

WHEREAS, restaurants throughout the State have urged municipalities to take steps to alleviate or relax certain outdoor dining regulations in anticipation of the Governor permitting outdoor dining during the reopening phase of the COVID-19 crisis; and

WHEREAS, the Township's outdoor dining ordinance, Section 550-77.1 of the Township Code, provides for and encourages outdoor dining and relies upon a flexible, business-friendly process to obtain such dining status within the Township; and

WHEREAS, these Township regulations can be accessed by contacting the Township Planning Department and Zoning Official, and approval to provide outdoor dining can, in most cases, be obtained without formal application to the Township's Land Use Boards; and

WHEREAS, the Township Council, recognizing the accessibility that restaurants, brewpubs, sandwich shops and coffee shops have to obtain approval for outdoor dining, subject to ABC and Health Department regulations, hereby wishes to waive, effective immediately and continuing through the end of 2020, fees required to implement outdoor dining.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mount Olive, in the County of Morris and State of New Jersey, as follows:

1. The outdoor dining application fee established by Township Code Section 550-77.1 in the amount of \$100.00 is hereby waived through December 31, 2020.
2. All other incidental fees required to implement outdoor dining, including but not limited to, electrical permits and fire permits, are hereby waived through December 31, 2020.

TOWNSHIP OF MOUNT OLIVE

JOE NICASTRO
Mount Olive Township Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on June 9, 2020.

MICHELLE MASSER
Mount Olive Township Deputy Municipal Clerk

RESOLUTION NO. 2020 -

A RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, APPROVING AND AUTHORIZING A DEVELOPER'S AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND WATERLOO ROAD DEVELOPMENT, LLC

WHEREAS, Waterloo Road Development, LLC obtained conditional preliminary and final site plan approval, and certain exceptions and variances in connection with the use of the existing Building #4 located on lot 1.02 for warehouse and office space, and for truck maintenance and repair for tenants only, together with an associated loading area and outdoor Storage Area 6 (consisting of 0.34 acres) for the storage of trucks, motor vehicles, recreational vehicles, equipment and general storage of trucks, motor vehicles, recreational vehicles, equipment and general storage, and a new outdoor storage area consisting of 2.81 acres (Storage Area 5) for the same outdoor usage as set forth for Storage Area 6; new ingress and egress drive on the north side of Lot 1.02 to access Storage Area 5, Building #4 and Storage Area 6, as well as connecting to the other outdoor storage areas, as set forth hereinafter on Property known as Block 106, Lots 1 & 1.02 on the Official Tax Map of the Township of Mount Olive, which approvals were memorialized by Resolution of the Township of Mount Olive Planning Board and incorporated into the Developer's Agreement by reference; and

WHEREAS, Waterloo Road Development, LLC is proceeding with such approvals in accordance with the applicable ordinances, rules and regulations of the Township and its agencies; and

WHEREAS, Waterloo Road Development, LLC and the Township desire to enter into an agreement setting forth the rights, duties and obligations of the parties in connection with the approvals received; and

WHEREAS, the Township and Waterloo Road Development, LLC have negotiated an acceptable Developer's Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute the attached Developer's Agreement between the Township of Mount Olive and Waterloo Road Development, LLC.
2. A copy of this resolution shall be provided to the Township Planning Department and Waterloo Road Development, LLC for their information and guidance.
3. A copy of the Developer's Agreement shall remain on file in the Township Clerk's office and available for public inspection.

This Resolution shall take effect immediately.

Joseph Nicastro, Council President

I, HEREBY CERTIFY the above to be a true copy of a resolution adopted by the Mount Olive Township Council at a duly convened meeting held on June 9, 2020.

Michelle Masser, Clerk

DEVELOPER'S AGREEMENT

**PRELIMINARY AND FINAL SITE PLAN APPROVAL
AND CERTAIN EXCEPTIONS AND VARIANCES**

THIS AGREEMENT made and entered into this ____ day of _____, 2020,
by and between:

**WATERLOO ROAD DEVELOPMENT, LLC
20 Continental Drive
Stanhope, New Jersey 07874**

("Developer")

AND

**THE TOWNSHIP OF MOUNT OLIVE
a Municipal Corporation of
the State of New Jersey
with offices located at
204 Flanders-Drakestown Road
Budd Lake, New Jersey 07828**

("Township")

W I T N E S E T H:

WHEREAS, the Developer has acquired title to all those certain tracts or parcels of land designated on the Official Township Tax Map as Block 106, Lots 1 and 1.02, located at 20 Continental Drive in the GI zone district; and

WHEREAS, the Developer applied to the Mount Olive Township Planning Board ("Planning Board") for preliminary and final site plan approval, and certain exceptions and variances in connection with the use of the existing Building #4 located on lot 1.02 for warehouse and office space, and for truck maintenance and repair for tenants only, together with an associated loading area and outdoor Storage Area 6 (consisting of 0.34 acres) for the storage of trucks, motor vehicles, recreational vehicles, equipment and general storage of trucks, motor

vehicles, recreational vehicles, equipment and general storage, and a new outdoor storage area consisting of 2.81 acres (Storage Area 5) for the same outdoor usage as set forth for Storage Area 6; new ingress and egress drive on the north side of Lot 1.02 to access Storage Area 5, Building #4 and Storage Area 6, as well as connecting to the other outdoor storage areas, as set forth hereinafter on Property known as Block 106, Lots 1 & 1.02 on the Official Tax Map of the Township of Mount Olive (“Application”); and

WHEREAS, the Application was heard by the Planning Board at a properly noticed public hearing held on February 20, 2020; and

WHEREAS, in conjunction with the hearing, the Developer submitted documents identified as: (1) Plans entitled “Amended Preliminary & Final Site Plan Phase 1 Lots 1 & 1.02 Block 106 Township of Mount Olive, Morris County, New Jersey ”, prepared by Chester, Ploussas, Lisowsky Partnership, LLC, Matawan, New Jersey, dated January 30, 2019, latest revision January 8, 2020, consisting of 8 sheets (“Plans”); (2) Plans entitled “Stormwater Management Plan for Waterloo Road Development, Lots 1 , 1.01 (sic) & 1.02; Block 106, Township of Mount Olive, Morris County, New Jersey”, prepared by Brian M. Duddy, P.E., dated July 24, 2019, latest revision February 6, 2020, consisting of 5 sheets (“Stormwater Plan”); and (3) Elevations entitled “Waterloo Road Development Company, LLC, 20 Continental Drive, Stanhope, New Jersey 07874”, prepared by BK Designs, LLC, dated February 2020, consisting of 1 sheet (“Elevations”); and

WHEREAS, the Planning Board approved the Application, as memorialized by Resolution No. 19-10 adopted on May 21, 2020, attached hereto as Exhibit A; and

WHEREAS, the Developer desires to comply with the terms and conditions of such approval; and

WHEREAS, the Developer and the Township (“Parties”) desire to enter into a Developer’s Agreement (“Agreement”), which would provide for the completion of the various improvements and obligations required by the approval and accordingly, the Parties wish to express by this Agreement their acceptance of the conditions, safeguards and limitations under which any on-site and/or any off-site construction, or contributions in lieu thereof, will proceed; and

WHEREAS, the Township requires the posting the following: a 10% cash bond in the amount of \$4,002.00, a 90% surety bond in the amount of \$36,018, and a 5% inspection escrow in the amount of \$16,848.10; and

WHEREAS, the Township will require the posting of the following maintenance guarantees: \$6,003.00 performance guarantee and \$8,730.00 private stormwater management facilities; and

WHEREAS, the Township also requires the Developer to submit a Certificate of Insurance disclosing public liability insurance of \$3,000,000.00 per person and \$300,000.00 for property damage before execution of this Agreement.

NOW, THEREFORE, in consideration of the issuance of building permits by the Township, it is mutually agreed by and between the Parties hereto, as follows:

1. The Developer shall comply with and adhere to any and all rules, regulations and ordinances of the Township applicable to this development application.

2. The foregoing is subject to review of, approval by, and requirements imposed by, such other federal, state, county and local bodies that shall have jurisdiction over the development.

3. To the extent applicable, the Developer shall seek and obtain all necessary and required permits from such federal, state, county and local entities that shall have jurisdiction over the development.

4. Any and all fees properly due and owing to the Planning Board as a result of its hearing on this application must be paid pursuant to the requirements of the Ordinance.

5. The Developer shall be required to conform to and pay all fees associated with Township Code Section 550-107 et seq., Development Fee and Affordable Housing Contribution, which shall be applied in accordance with its terms and/or the Statewide Nonresidential Development Fee Act.

6. In accordance with Section 550-24I of the Township Code, the variance granted herein shall expire one year from the date of the adoption of the Resolution of Approval unless otherwise extended by the Planning Board under the criteria set forth in the Ordinance.

7. The Developer shall enter into a Developer's Agreement and shall deposit with the Township of Mount olive appropriate bonds, adequate inspection fees and insurance certificates for the installation of improvements as set forth in the Resolution of Approval.

8. Prior to construction, the Developer must arrange for a pre-construction meeting with the Township Engineer and other Township representatives as needed.

9. To the extent required, the Developer shall secure Zoning Permits from the Township Zoning Officer.

10. To the extent required, the Developer shall submit revised Plans to reflect the changes to which the Developer agreed and/or those modifications that were required by the Planning Board or the Planning Board's experts, including, but not limited to, the corrections in the Property designations in the Stormwater Plan.

11. The Developer shall comply with the provisions set forth in the December 16, 2019 and February 19, 2020 letters from the Board's Engineer, as adopted and/or amended by the Board.

12. The Developer shall be bound to comply with all representations made before the Planning Board by the Developer or the Developer's professionals and all conditions imposed by the Planning Board during the course of the public hearing on the application held on February 20, 2020 and the same are incorporated herein and are representations upon which this Planning Board has relied in granting the approvals set forth herein and shall be enforceable as if those representations were made conditions of this approval.

13. The Developer shall limit all stanchion lighting to not to exceed 18' in height and shall eliminate the portion of roadway proposed parallel to Continental Drive, along the frontage of Lot 1.02. The Plans and the Stormwater Plan shall be merged or cross-referenced in some way or one Plan "ghosted" on the other Plan so that the same will form a single integrated composite Plan that is consistent with the testimony of the Board and the Board's determination.

14. Boulders in lieu of any fencing shall be placed in the area surrounding and delineating Storage Area 6, as well as on the southern side of Storage Area 3.

15. The Developer shall seek and obtain the Construction Permit for the steps to be provided in Building #4.

16. The trees planted, consistent with the Landscaping Plan as approved by the Board, shall be placed along the frontage of the Property on Continental Drive in a manner and in a pattern as directed by the Board planner and the Board Engineer.

17. Drainage Plans shall be revised to show the swale at the driveway entrance consistent with the request of the Board's Engineer as set forth on their February 19, 2020 letter.

18. A Licensed Site Remediation Professional ("LSRP") shall "sign off" on the Plans for the retention basin and for other areas to reflect that the activity proposed is not inconsistent with any site remediation that has been done or will be done on the premises.

19. The LSRP shall provide a report or submission to the Board Engineer explaining the status of the monitoring wells on the site and ensuring that the monitoring wells will continue to operate as necessary.

20. A Maintenance Manual for the Stormwater Management System shall be prepared and properly recorded in accordance with the applicable statutes and regulations.

21. All dead and diseased trees on the site shall be removed and replaced by trees of a size and species acceptable to the Board's Planner and the Board's Engineer. The Developer shall continue to replace dead and diseased trees as is necessary in order to maintain all buffers and all other trees on the site.

22. Building #4 may be utilized for warehouse and office space and for truck maintenance and repair for tenants only, together with an associated loading area and outdoor Storage Area 6.

23. All non-operating vehicles shall be removed from the site by the Developer, its tenants or other third parties not later than July 1, 2020. All debris existing on the Property shall

be removed not later than July 1, 2020. If the same are not removed at that time, there will be no “sign-off” by the Township and any of its officials to demonstrate that the site work has been completed in a manner to allow for the use of Building #4 and outdoor Storage Areas 5 and 6 as approved in the Resolution of Approval.

24. All of the work and improvements set forth above under the terms of this Agreement shall be completed within twenty-four (24) months from the date hereof and the Developer may apply for additional time, which request will not be unreasonably withheld, delayed or conditioned. Should the Developer fail, refuse or neglect to complete to the reasonable satisfaction of the Township, all of said work and improvements within the time limit aforesaid, then the Township shall be free, to take whatever legal steps the Township desires, giving the Developer fifteen (15) days’ notice prior to taking any legal steps, including an action on the bond, in order to secure the satisfactory completion of the work and improvements called for herein. In so doing, the Township may contract for the completion of the said improvements or may do the same with its own labor and materials and the cost and completion of said improvements should be chargeable against the Developer and/or its performance bond. Should the performance bond prove to be insufficient, then the Developer should be liable for the difference. This should not restrict the Township in any way whatsoever and should the Township so desire, it may proceed against the Developer without having first proceeded against its bond.

25. The Developer further agrees that this Agreement shall be binding upon it and its successors or assigns, notwithstanding the fact that it may sell, transfer, encumber or otherwise

dispose of the premises or any portion thereof constituting the development and performance bonds called for herein shall remain in full force and effect in any such event.

26. This Agreement shall be recorded with the Morris County Clerk by the Township, at the expense of the Developer. It is understood and agreed that any continuing easements and obligations contained in this Agreement may also be included in a Declaration of Covenants and Restrictions filed by the Developer in the Morris County Clerk's Office with such easements and obligations to run with the land.

27. After completing the construction of the improvements, the Developer shall furnish the Township with "as constructed" plans in accordance with Section 550-20J of the Township Code.

28. The Developer agrees to indemnify and hold harmless the Township from any and all claims arising from the installation of the improvements required by this Agreement.

29. In the event the Developer shall challenge any of the provisions of this Agreement, the approval granted by the Planning Board shall be deemed a nullity as all of the undertakings of the Developer set forth in this Agreement are an integral part of the Planning Board's consideration in granting the approval and of the Township in entering into this Agreement.

30. In the event that the Developer shall violate the terms and conditions of this Developer's Agreement, the Township may withhold the issuance of a Certificate of Occupancy for the improvements covered by this Agreement, as well as refuse to release performance maintenance bonds, etc. and/or issue a "Stop Work Order" for the improvements covered by this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto caused these presents to be signed by their proper corporate officers and have caused their proper seal to be hereunto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MOUNT OLIVE

Michelle Masser, Township Clerk

Rob Greenbaum, Mayor

ATTEST:

WATERLOO ROAD DEVELOPMENT, LLC

STATE OF NEW JERSEY:

SS:

COUNTY OF MORRIS:

I CERTIFY that on the _____ day of _____, 2020, Rob Greenbaum personally came before me and this person acknowledge under oath, to my satisfaction, that: (a) this person signed, sealed and delivered the attached document as Mayor of the TOWNSHIP OF MOUNT OLIVE, the municipal corporation named in this document; and (b) this document was signed and made by the municipal corporation as its voluntary act and deed by virtue of authority from the Municipal Council.

Signed and sworn to before me on
this ____ day of _____, 2020

Michelle Masser, Township Clerk

STATE OF NEW JERSEY:

SS:

COUNTY OF MORRIS:

I CERTIFY that on the _____ day of _____, 2020, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person signed, sealed and delivered the attached document; and (b) this document was signed and made by the liability company WATERLOO ROAD DEVELOPMENT, L.L.C., as its voluntary act and deed, and (c) is the Managing Member of WATERLOO ROAD DEVELOPMENT, L.L.C. and is authorized to sign this document on behalf of both limited liability companies.

Signed and sworn to before me on
this ____ day of _____, 2020

Notary Public