Revised: June 14, 2022

### TOWNSHIP COMMITTEE CRANFORD, NEW JERSEY OFFICIAL MEETING AGENDA June 14, 2022 7:30 p.m.

THIS MEETING IS IN COMPLIANCE WITH THE "OPEN PUBLIC MEETINGS ACT' AS ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED BY E-MAILING THE ANNUAL SCHEDULE OF MEETINGS TO THE WESTFIELD LEADER, THE UNION COUNTY LOCAL SOURCE, THE STAR LEDGER, AND TAP INTO CRANFORD, BY POSTING SUCH ANNUAL MEETING SCHEDULE ON A BULLETIN BOARD IN THE MUNICIPAL BUILDING RESERVED FOR SUCH ANNOUNCEMENTS AND THE FILING OF SAID NOTICE WITH THE TOWNSHIP CLERK OF CRANFORD. FORMAL ACTION WILL BE TAKEN AT THIS MEETING.

**ROLL CALL** MAYOR KATHLEEN MILLER PRUNTY

DEPUTY MAYOR JASON GAREIS
COMMISSIONER BRIAN ANDREWS
COMMISSIONER GINA BLACK

COMMISSIONER MARY O'CONNOR

**INVOCATION** 

**FLAG SALUTE** 

MINUTE APPROVAL Workshop Meeting of May 24, 2022

Official Meeting of February 22, 2022

**PAYMENT OF BILLS** 

**MAYORAL REMARKS** 

**MAYORAL** 

**ANNOUNCEMENT** - Eagle Scout Awards

- Juneteenth – Emancipation of Enslaved African-Americans in the

Confederacy – Sunday, June 19, 2022

#### **INFORMAL MEETING**

(This portion of the meeting provides for public comment on any items on the agenda that do not have their own public hearing. This includes ordinances to be introduced and resolutions.)

### **ORDINANCE** – **Introduction**

1. ORDINANCE No. 2022-16: — AN AMENDMENT TO THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 255, SECTION 5 TO UPDATE THE LAND DEVELOPMENT ESCROW AD FEES SCHEDULE

#### **ORDINANCE – Adoption and Public Hearing**

 ORDINANCE No. 2022-14: — AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO REPEAL CHAPTER 232 IN ITS ENTIRETY (Repeal of Cranford's Single Use Plastics Ordinance)

#### RESOLUTIONS – by Consent Agenda (Items 3 through 14 and 16 through 24)

- 3. <u>Resolution No. 2022-247</u>: Authorizing the appointment of Adam Jackson as Laborer/Driver in the Department of Public Works, effective June 26, 2022
- 4. <u>Resolution No. 2022-248</u>: Authorizing the appointment of Regan Holmes as a part-time Administrative Assistant in the Department of Health, effective June 13, 2022
- 5. <u>Resolution No. 2022-249</u>: Authorizing the appointment of Frank Genova as Fire Sub-Code Official, effective June 15, 2022
- 6. <u>Resolution No. 2022-250</u>: Approving a leave of absence pursuant to the Federal Family Medical Leave Act (FMLA) for an employee within the Fire Department
- 7. Resolution No. 2022-251: Authorizing the appointment of Fire Department Call Members
- 8. <u>Resolution No. 2022-252</u>: Authorizing the appointment of full-time Emergency Medical Technicians (EMTs)
- 9. Resolution No. 2022-253: Authorizing 2022-2023 Liquor License Renewals
- 10. Resolution No.2022-254: Authorizing the execution of a Memorandum of Understanding (MOU) by and between the Township of Cranford and the United States Department of Agriculture (USDA), Farm Production and Conservation (FPAC), Natural Resources Conservation Service (NRCS) New Jersey to participate in the Floodplain Easement Program for the Emergency Watershed Protection Program (EWPP-FPE) (pertaining to Orchard Brook)
- 11. <u>Resolution No.2022-255</u>: Authorizing a Contract Change Order No. 2 for the 2021 Capital Road Improvements Project to P & A Construction
- 12. <u>Resolution No. 2022-256</u>: Authorizing the award of a construction contract to Statewide Fence Contractors, LLC for the installation of bollards at the Community Center
- 13. <u>Resolution No. 2022-257</u>: Authorizing the public display and discharge of fireworks by the approved vendor on July 2, 2022 at approximately 9:00 p.m. in Nomahegan Park and the issuance of a Uniform Fire Code Permit for the discharge of such fireworks upon satisfaction of all permit conditions

- 14. <u>Resolution No. 2022-</u>258: Authorizing the Mayor and Township Clerk to execute a Memorandum of Understanding and Indemnification Agreement with the County of Union for use of the Leaf Composting Facility
- 15. Resolution No. 2022-259: Moved to Roll Call Vote
- 16. <u>Resolution No. 2022-260</u> Requesting the New Jersey Legislature take action to stop repetitive catastrophic flooding in Cranford and pass bills A253 and S2431
- 17. Resolution No. 2022-261: Authorizing the Municipal Tax Collector to prepare and mail Estimated Tax Bills in accordance with P.L. 1994. C.72. (Township 2022 Estimated Tax Rate of 6.61 per cent (%) backup provided by the Chief Financial Officer (CFO))
- 18. <u>Resolution No. 2022-262</u>: Requesting approval of items of revenue and appropriations N.J.S.A 40A:4-87, "2022 Distracted Driving Crackdown U Drive. U Text. U Pay" (Grants)
- Resolution No. 2022-263: Requesting approval of Items of Revenue and Appropriation N.J.S.A. 40A: 4-87 (for the Clean Communities Program)
- 20. <u>Resolution No. 2022-264</u>: Authorizing submission of a grant application with New Jersey Department of Transportation for the Transit Village grant program
- 21. Resolution No. 2022-265: Authorizing Tax Refunds
- 22. <u>Resolution No. 2022-266</u>: Authorizing the Township Clerk to advertise for bids for 2022 Bulk Waste Collection Services, retroactive to June 2, 2022
- 23. <u>Resolution No. 2022-267</u>: Approving a Waiver of local noise, hours of operation and related ordinances, for all Project Graduation activities, on June 22<sup>nd</sup> (rain date of June 23, 2022), occurring within the Orange Avenue Pool facility, and to the extent such activities are consistent with and conform to the Project Graduation proposal and Rules/Guidelines

#### Late Starter:

24. <u>Resolution No. 2022-268</u>: Opposing New Jersey Senate Bill 2103 preempting local zoning regulations

### **RESOLUTION – by Roll Call Vote**

25. Resolution No. 2022-259: Approving and authorizing the execution of redevelopment agreements with 750 Walnut Avenue Logistics, LLC and 750 Walnut Residential Urban Renewal, LLC for the redevelopment of property known as Block 541, Lot 2, qualifiers C01, C02, C03, C04, C05, C06 & C07

### **PUBLIC COMMENTS**

Pursuant to the Code of the Township of Cranford, Article I, Section 32-4, persons addressing the Township Committee shall be allowed a maximum of five (5) minutes for their presentations.

**PROFESSIONAL COMMENTS** 

**COMMISSIONER COMMENTS** 

**ADJOURNMENT** 

#### ORDINANCE NO. 2022-14

# AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CRANFORD, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, TO REPEAL CHAPTER 232 IN ITS ENTIRETY

WHEREAS, the Township of Cranford, in the County of Union, State of New Jersey (the "Township"), adopted Ordinance No. 2019-10 on August 13, 2019 entitled Single-Use Plastics, to preserve public health, safety and welfare by reducing the environmental impact of single-use plastics; and

**WHEREAS**, Ordinance No. 2019-10 was subsequently codified in the Municipal Code of the Township of Cranford at Chapter 232, Article V, Sections 30 to 37; and

WHEREAS, the State of New Jersey has enacted P.L.2020, c.117 (effective date of November 4, 2020—signed into law), which explicitly supersedes and preempts any municipal or county rule, regulation code, or ordinance concerning the regulation or prohibition of single-use plastic carryout bags or single use paper carryout bags; and

WHEREAS, the Township Committee wishes to repeal Ordinance No. 2019-10 to avoid consumer and business confusion; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Cranford, in the County of Union, State of New Jersey, that:

**SECTION 1.** Ordinance No. 2019-10, codified as Chapter 232, Article V, Sections 30 to 37, is hereby repealed in its entirety.

**SECTION 2.** This Ordinance shall take effect upon final passage and publication according to law.

Introduced: May 10, 2022	
Adopted:	APPROVED:
	77 41 16'' P
	Kathleen Miller Prunty
	Chairperson, Township Committee

ATTEST:	
Patricia Donal	nue, RMC
Municipal Cle	rk

RECORDED VOTE	INTRODUCED	ADOPTED
Kathleen Miller Prunty	Aye	
Jason Gareis	Aye	
Brian Andrews	Aye	
Gina Black	Aye	
Mary O'Connor	Aye	

 $\textbf{EXPLANATION} - \textbf{Matter struck through } \frac{\textbf{thus}}{\textbf{thus}} \textbf{ in the above ordinance is not enacted and is intended to be omitted in the law. Matter underlined } \frac{\textbf{thus}}{\textbf{thus}} \textbf{ is a new matter.}$ 

### **ORDINANCE NO. 2022-16**

### AN AMENDMENT TO THE CODE OF THE TOWNSHIP OF CRANFORD, CHAPTER 255, SECTION 5 TO UPDATE THE LAND DEVELOPMENT ESCROW AND FEES SCHEDULE

WHEREAS, the Township Committee, in the County of Union, State of New Jersey (the "Township") has established rules and regulations for escrow accounts and a fee schedule, in accordance with the Municipal Land Use Law (MLUL), in Chapter 255, Section 5, Fees for Land Development in the Township of Cranford; and

WHEREAS, escrow accounts are funded by Applicants filing applications to the Township's land use boards for which the funds are used to pay professional costs incurred for work done on that application and differ from the one-time fee for land development applications; and

WHEREAS, the Township Committee of the Township of Cranford has determined that it is in the best interests of the residents of the Township to update Land Development Fees to align with the current market rate for professional services; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Cranford, in the County of Union, State of New Jersey, that §255-5 of the Code of the Township of Cranford is hereby amended as follows:

**SECTION 1.** § 255-5. (Fees) of the Code of the Township of Cranford is hereby amended to revise the fee schedule in the Land Development as follows:

### § 255-5. Fees.

A. Development review. For other than one and two family applications, a completeness review fee of \$265 per Development Review Committee meeting is to be paid by the applicant prior to the meeting (the fee is to be credited toward the application fee for any future application for the same development proposal filed within one year of the date of the concept review meeting). The cost of the Development Review Committee (DRC) has been accounted for in all proposed escrows. Fees for applications or for the rendering of any service by the Boards or any member of their administrative staffs shall be as follows:

### 1) Major Subdivision:

- a) Application Fee for residential and non-residential applications:
  - i) Preliminary: \$1,000 + \$100/lot if over 3 lots

- ii) Final without "C" Variance(s): \$1,000 + \$100/lot if over 3 lots
- iii) Final with "C" Variance(s): \$1,500 + \$100/lot if over 3 lots
- b) Minimum Escrow for residential and non-residential applications:
  - i) Preliminary: \$4,000 + \$1,000/lot if over 3 lots
  - ii) Final without "C" Variance(s): \$4,000
  - iii) Final with "C" Variance(s): \$8,000

### 2) Minor Subdivision:

- a) Application Fee:
  - i) \$500 for residential and non-residential applications without "C" variance(s)
  - ii) \$1,000 for residential and non-residential applications with "C" variance(s)
- b) Minimum Escrow for Residential Applications:
  - i) Without "C" Variance(s): \$1,000/lot
  - ii) With "C" Variance(s): \$3,000/lot
- c) Minimum Escrow for Non-Residential Applications:
  - i) Without "C" Variance(s): \$2,000/lot
  - ii) With "C" Variance(s): \$4,000/lot

#### 3) Major Site Plan/Conditional Use:

- a) Application Fee:
  - i) Preliminary for residential and non-residential applications without "C" variance(s):
    - (1) \$700 if under 0.25 acres or under 5,000 gross square feet of building
    - (2) \$1,400 if over 0.25 acres or over 5,000 gross square feet of building
  - ii) Preliminary for residential and non-residential applications with "C" variance(s):
    - (1) \$1,200 if under 0.25 acres or under 5,000 gross square feet of building
    - (2) \$1,900 if over 0.25 acres or over 5,000 gross square feet of building
  - iii) Final for residential and non-residential applications without "C" variance(s):
    - (1) \$700 if under 0.25 acres or under 5,000 gross square feet of building
    - (2) \$1,400 if over 0.25 acres or over 5,000 gross square feet of building o
  - iv) Final for residential and non-residential applications with "C" variance(s):
    - (1) \$1,200 if under 0.25 acres or under 5,000 gross square feet of building
    - (2) \$1,900 if over 0.25 acres or over 5,000 gross square feet of building

### b) Minimum Escrow:

- i) Preliminary for residential and non-residential applications without "C" variance(s):
  - (1) \$3,500 if under 0.25 acres or under 5,000 gross square feet of building
  - (2) \$7,500 if over 0.25 acres or over 5,000 gross square feet of building
- ii) Preliminary for residential and non-residential applications with "C" variance(s):
  - (1) \$7,500 if under 0.25 acres or under 5,000 gross square feet of building
  - (2) \$11,500 if over 0.25 acres or over 5,000 gross square feet of building
- iii) Final for residential and non-residential applications without "C" variance(s):

- (1) \$3,500 if under 0.25 acres or under 5,000 gross square feet of building
- (2) \$7,500 if over 0.25 acres or over 5,000 gross square feet of building
- iv) Final for residential and non-residential applications with "C" variance(s):
  - (1) \$7,500 if under 0.25 acres or under 5,000 gross square feet of building
  - (2) \$11,500 if over 0.25 acres or over 5,000 gross square feet of building

### 4) Minor Site Plan:

- a) Application Fee:
  - i) \$500 for residential and non-residential applications without "C" variance(s)
  - ii) \$1,000 for residential and non-residential applications with "C" variance(s)

### b) Minimum Escrow:

- i) Residential and non-residential applications without "C" variance(s):
  - (1) \$5,000 if under 0.25 acres or under 5,000 gross square feet of building
  - (2) \$10,000 if over 0.25 acres or over 5,000 gross square feet of building
- ii) Residential and non-residential applications with "C" variance(s):
  - (1) \$7,000 if under 0.25 acres or under 5,000 gross square feet of building
  - (2) \$12,000 if over 0.25 acres or over 5,000 gross square feet of building

### 5) Site Plan Exempt (One- and Two-Family) with "C" Variance(s):

- a) Application Fee
  - i) \$500 for all applications
- b) Minimum Escrow:
  - i) \$3,000 for all applications

### 6) "D" Variance:

- a) Application Fee:
  - i) One- and two-family applications: \$500 per "D" variance
  - ii) All other applications: \$1,000 per "D" variance
- b) Minimum Escrow:
  - i) One- and two-family applications: \$3,000
  - ii) All other applications: \$4,500

### 7) Pre-Application Sketch Plan Review (Formerly "Informal Review"):

- a) Single- and Two-Family Residential and Minor Subdivision: \$500
- b) Mixed Use or Non-Residential on less than either 0.25 acres or 5,000 gross square footage: \$1,000
- c) Mixed Use or Non-Residential on less than either 0.25 acres or 15,000 gross square footage: \$1,750
- d) All Other: \$3,500

#### 8) Zoning Permit Fees:

a) <u>Residential Applications: \$75</u>b) Commercial Applications: \$100

c) Certificate of Compliance: \$100

### 9) Waiver:

a) Fence (residential)	\$160	\$250
b) Fence (nonresidential)	\$265	\$750
c) Sign (residential)	\$265	\$250
d) Sign (nonresidential)	\$420	\$500
e) Site plan approval (residential)	\$110 plus \$10 p	er unit
f) Site plan approval (nonresidential)	\$262.50 plus \$5	0
	per 1,000 square	e feet
	of gross floor ar	ea of all
	principal building	ngs on the
	subject lot or lot	ts
g) Parking (one- and two-		
family residential)	\$160	\$500
h) Parking (other residential)	\$370	\$500
i) Parking (nonresidential)	\$370	\$750
j) Design and any other waivers	\$100 each	\$200 each

### 10) Meetings:

a)	Special	\$525 \$1,500 per special meet	ing
b)	Additional	\$420 per hearing when	
		testimony extends more	
		than 2 meetings	\$0

### 11) Informal review:

**SECTION 2.** If any article, section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

<del>\$0</del>

\$400 nonrefundable

**SECTION 3.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Cranford, the provisions hereof shall be determined togovern. All other parts, portions and provisions of the Revised General Ordinances of the Township of Cranford are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**SECTION 4.** The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Union County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**SECTION 5.** After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Cranford for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

**SECTION 6.** This Ordinance shall take effect immediately upon (1) adoption and publication in accordance with the laws of the State of New Jersey; (2) filing of the final form of adopted ordinance by the Clerk with (a) the Union County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

Introduced:		
Adopted:		
	Approved:	
ATTEST:	Kathleen M Chairperson	iller Prunty a, Township Committee
Patricia Donahue, RMC Municipal Clerk		
RECORDED VOTE	INTRODUCED	ADOPTED

### **RESOLUTION NO. 2022-247**

**BE IT RESOLVED**, by the Township Committee of the Township of Cranford, at a meeting held on June 14, 2022, that Adam Jackson, be, and hereby is appointed to the position of Laborer/Driver within the Department of Public Works, effective June 26, 2022.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Township Clerk

Dated: \_\_\_\_\_

### **RESOLUTION NO. 2022-248**

**BE IT RESOLVED**, by the Township Committee of the Township of Cranford, at a meeting held on June 14, 2022, that Regan Holmes, be, and hereby is appointed to the position of part-time Administrative Assistant, within the Health Department, effective June 13, 2022.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC

Patricia Donahue, RMC Township Clerk

### **RESOLUTION NO. 2022-249**

**BE IT RESOLVED,** by the Township Committee of the Township of Cranford, at a meeting held on June 14, 2022, that Frank Genova be, and hereby is, appointed as Fire Sub-Code Official effective June 15, 2022, for a four (4) year term, ending June 14, 2026.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC
Township Clerk

Dated:		

### **RESOLUTION NO. 2022-250**

WHEREAS, Mackenzie Dow, Firefighter within the Cranford Fire Department, is qualified for a leave of absence pursuant to the Federal Family Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA) and the New Jersey Paid Family Leave Act (NJPFLA) for the care of a newborn.

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Cranford that Mackenzie Dow is approved for a FMLA/NJFLA/NJPFLA leave of absence beginning on or about June 6, 2022, using accumulated time as available as employee so elects;

**BE IT FURTHER RESOLVED** that Mackenzie Dow shall comply with all provisions of law during the FMLA/NJFLA/NJPLA leave of absence, including providing all required medical proofs.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Township Clerk

Dated:	
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### **RESOLUTION NO. 2022-251**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford at a meeting held on June 14, 2022 that the following individuals be, and hereby are, appointed as Call Department Members within the Cranford Fire Department, effective June 15, 2022:

Thomas Scanio Nicholas Pingor Patrick Kalnins Sean Daly Michael basso Michael DiFabio

Certified to be true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC
Township Clerk

Dated:

### **RESOLUTION NO. 2022-252**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford at a meeting held June 14, 2022 that the following individuals be, and hereby are, appointed as a Full-time Emergency Medical Technicians (EMT's) within the Cranford Fire Department, effective July 1, 2022:

Karolyn Buckridee Eric Taylor Paul Richardson

Certified to be true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.



Patricia Donahue, RMC Municipal Clerk

Dated:			

### **RESOLUTION NO. 2022-253**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford at a meeting held June 14, 2022, that the following alcoholic beverage licenses be and hereby are renewed for the term 2022-2023:

### **RETAIL CONSUMPTION LICENSES**

2003-33-001-005	Remarkable Foods Hospitality LLC 112 South Avenue, East
2003-33-007-006	Spirits Cafe, Inc. T/A Ye Olde Rathskeller 523 Centennial Avenue
2003-33-009-004	Victuals & Libations LLC T/A Garlic Rose 28 North Avenue, West
2003-32-010-010	PRR Hospitality Group LLC T/A River & Rail Cantina 210-230 South Avenue East
2003-33-011-005	P & J Jacobs, Inc. T/A Riverside Inn 56 North Avenue, East
2003-33-006-005	FDCH LLC T/A Cranford Hotel, Inc. 1 South Union Avenue
2003-33-008-011	Cranford Restaurants, LLC 16 Ridge Street Basking Ridge, NJ 07920 T/A The Thirsty Turtle 3 South Avenue, West
2003-33-004-009	IOP Cranford Spirits, LLC 100 and 104 South Avenue, East

### RETAIL DISTRIBUTION LICENSES

2003-44-003-005 VNR, LLC

227 Throwbridge Drive Scotch Plains, NJ 07076 T/A Breen's Liquors 21 North Union Avenue

2003-44-002-009 WSBFB, LLC

26 Chalfonte Drive Lebanon, NJ 08833 T/A NJ Wine Seller 6-20 South Avenue

2003-44-012-006 The Butcher Block Market & Deli, Inc.

T/A The Butcher Block 209 Centennial Avenue

### HOTEL/MOTEL

2003-36-016-003 Apple Seven Hospitality Management Inc.

769 Highway 494

Natchitoches, LA 71457

T/A Homewood Suites by Hilton Newark Cranford

2 Jackson Drive

### **CLUB LICENSES**

2003-31-013-001 Cranford Lodge #2006, B.P.O. Elks

951 Lincoln Avenue, East

2003-31-015-001 Capt. Newel Rodney Fiske Post No. 335,

Veterans of Foreign Wars of the U.S.

T/A Cranford VFW 479 South Avenue, East

**BE IT FURTHER RESOLVED,** that Alcoholic Beverage License 2003-33-009-004 issued to Victuals & Libations LLC (T/A Garlic Rose), and Alcoholic Beverage License 2003-33-004-009 issued to IOP Cranford Spirits, LLC, be renewed subject to the following condition, in accordance with the Code of the Township of Cranford: "Restaurant - Conditional License"; and

**BE IT FURTHER RESOLVED,** that a certified copy of this resolution be forwarded to the New Jersey Division of Alcoholic Beverage Control.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.



Patricia Donahue, RMC Municipal Clerk

Dated:
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### **RESOLUTION NO. 2022-254**

WHEREAS, on September 2, 2021, Tropical Storm Ida caused devastating flood damage in New Jersey, and a Presidential declaration was approved. Many homes in the Township of Cranford, County of Union, State of New Jersey sustained considerable damages, including complete destruction. In response, New Jersey has implemented the Floodplain Easement Program for the Emergency Watershed Protection Program (EWPP-FPE); and

WHEREAS, the purpose of the EWPP-FPE is to purchase floodplain easements on eligible lands and to restore the floodplain functions and values to natural conditions to the greatest extent practical. Floodplain easements restore, protect, maintain, and enhance the functions of the floodplain; conserve natural vales including fish and wildlife habitat, water quality, floodwater retention, ground water recharge, and open space; reduce long-term federal disaster assistance; and safeguard lives and property from floods, drought, and the products of erosion; and

WHEREAS, the floodplain easement program provides an opportunity for Cranford Township landowners to recover from a catastrophic flood event. Easements provide long-term economic, social, and environmental benefits to the landowners and the public; and

WHEREAS, the Township Committee agrees to enter into a Memorandum of Understanding (MOU) to establish a working relationship between the Township of Cranford and the New Jersey Natural Resource Conservation Service through the Floodplain Easement Program for the Emergency Watershed Protection Program (EWPP-FPE). The process will include the official announcement of the program, the request for applications, and eligibility review of applications; and

WHEREAS, the MOU shall not obligate the Township of Cranford to encumber or transfer any funds and is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Cranford hereby authorizes the execution of a Memorandum of Understanding (MOU) by and between the Township of Cranford and the United States Department of Agriculture (USDA), Farm Production and Conservation (FPAC), Natural Resources Conservation Service (NRCS) New Jersey to participate in the Floodplain Easement Program for the Emergency Watershed Protection Program (EWPP-FPE); and

**BE IT FURTHER RESOLVED** that the Township Committee agrees to the following responsibilities under the MOU:

A. Assist in the public dissemination of program availability to those affected residents in the community.

- B. Conduct application signups and accept applications for EWPP-FPE.
- C. Conduct public meetings and a public information campaign concerning availability of the program, as applicable.
- D. Identify all properties needed to ensure the restoration of the entire floodplain reach and identify strategy that will be implemented to secure all needed properties.
- E. Purchase the land in fee-title and ultimately manage all parcels on which a floodplain easement is imposed.

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk be and hereby are authorized to execute the Memorandum of Understanding (MOU).

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Township Clerk

# MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN USDA/NATURAL RESOURCES CONSERVATION SERVICE AND THE TOWNSHIP OF CRANFORD

This Memorandum of Understanding (MOU) is by and between the Township of Cranford, hereinafter referred to as Sponsor and the United States Department of Agriculture (USDA), Farm Production and Conservation (FPAC), Natural Resources Conservation Service (NRCS) New Jersey.

Nothing in this Agreement shall be construed as requiring a Party to expend funds in violation of the Federal Anti-deficiency Act codified at 31 U.S.C. § 1341.

### **Authorities:**

22 USC 2203, as amended, 8 CFR, Part 624

### Background:

As a result of Tropical Storm Ida on September 2, 2021, New Jersey suffered substantial flood damages and a Presidential declaration was approved. Homes sustained considerable damages, including complete destruction. Because of this devastation, New Jersey is proposing to implement the Floodplain Easement Program for the Emergency Watershed Protection Program (EWPP-FPE).

### Purpose:

The purpose of this MOU is to establish and solidify a working relationship between the Township of Cranford and the New Jersey Natural Resource Conservation Service through the Floodplain Easement Program for the Emergency Watershed Protection Program (EWPP-FPE). The process will include the official announcement of the program, the request for applications, and eligibility review of applications.

The purpose of the EWPP-FPE is to purchase floodplain easements on eligible lands and to restore the floodplain functions and values to natural conditions to the greatest extent practical. Floodplain easements restore, protect, maintain, and enhance the functions of the floodplain; conserve natural vales including fish and wildlife habitat, water quality, floodwater retention, ground water recharge, and open space; reduce long-term federal disaster assistance; and safeguard lives and property from floods, drought, and the products of erosion.

The floodplain easement program provides an opportunity for landowners to recover from a catastrophic flood event. Easements provide long-term economic, social, and environmental benefits to the landowners and the public.

### Responsibilities

- 1. The Sponsor, the Township of Cranford, agrees to:
  - A. Assist in the public dissemination of program availability to those affected residents in the community.
  - B. Conduct application signups and accept applications for EWPP-FPE.
  - C. Conduct public meetings and a public information campaign concerning availability of the program, as applicable.
  - D. Identify all properties needed to ensure the restoration of the entire floodplain reach and identify strategy that will be implemented to secure all needed properties.
  - E. Purchase the land in fee-title and ultimately manage all parcels on which a floodplain easement is imposed.

### 2. The Natural Resources Conservation Service (NRCS) agrees to:

- A. Coordinate with the Sponsor in the announcement of the New Jersey floodplain easement program.
- B. Provide available staff to assist the Sponsor in providing program information, eligibility criteria, and application procedures.
- C. Rank eligible applications utilizing an established ranking criteria and process.
- D. Complete on-site evaluations assess applications for program eligibility, and restoration feasibility.
- E. Conduct parcel due diligence of eligible applications including a limited phase I environmental evaluation, preliminary title search, and appraisal.

### 3. It is mutually agreed:

A. The Department of Agriculture and the Township of Cranford and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

- B. Nothing in this MOU shall obligate either the Department of Agriculture or the Township of Cranford to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and the Township of Cranford will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- C. This MOU takes effect upon the signature of the Department of Agriculture and the Township of Cranford and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture or the Township of Cranford and the subsequent written concurrence of the other(s). Either the Department of Agriculture or the Township of Cranford may terminate this MOU with a 60-day written notice to the other(s).
- D. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

### Third Party Beneficiary Rights-

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

#### Contacts:

Lauren Lapczynski, Easement Specialist 220 Davidson Ave, Somerset, NJ, 08873 e: lauren.lapczynski@usda.gov | w: www.nj.nrcs.usda.gov p: (732) 537-6046

Hilary Trotman, P.E. State Conservation Engineer New Jersey 220 Davidson Ave., Somerset, NJ, 08873 p: (732) 537-6071 e: hilary.trotman@usda.gov | w: www.nj.nrcs.usda.gov Township Administrator for the Township of Cranford Jamie Cryan, CPM, 8 Springfield Avenue Cranford, NJ 07016 Office: 908-709-7205

Engineer for the Township of Cranford
Jacqueline Dirmann, P.E., C.M.E., C.F.M.
Senior Project Manager | Municipal
Mt. Arlington, New Jersey
jacqueline.dirmann@colliersengineering.com

Main: 877 627 3772 | Direct: 973 810 0091 | Mobile: 862 812 2673

colliersengineering.com

j-cryan@cranfordnj.org

### **Signatures:**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Lauren Lapczynski, NRCS Easement Specialist	Date	<del></del>
Hilary Trotman, P.E., NJ State Conservation Engineer	Date	
Jamie Cryan, Cranford Township Administrator	Date	
Jacqueline Dirmann, Cranford Township Engineer	Date	

### **RESOLUTION NO. 2022-255**

## RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER NO. 2 FOR THE 2021 CAPITAL ROAD IMPROVEMENTS PROJECT FOR THE TOWNSHIP OF CRANFORD, UNION COUNTY, NEW JERSEY

WHEREAS, by Resolution No. 2021-358, the Township Committee of the Township of Cranford authorized and approved an award of contract to P & A Construction Inc., 650 Leesville Avenue, Rahway, New Jersey, 07065 a total project price of \$690,499.32 and Resolution No. 2022-116 in the amount \$25,000.00 for and adjusted contract amount of \$715,499.32; and

WHEREAS, certain necessary items of extra work were required to be undertaken throughout the course of the project due to unforeseen field conditions; and

WHEREAS, the Township Engineer has reviewed and approved the installation of ADA handicap ramps and crosswalk at the intersection of Grove Street and Lincoln Avenue as set forth in Change Order No. 2, a copy of which is attached to the original hereof; and

WHEREAS, Change Order No. 2 reflects an increase in the materials and work utilized in the amount not to exceed \$14,000.00 with a total change order amount of \$39,000.00 (5.6% increase); and

WHEREAS, available funding for this Change Order will be utilized from Account C-04-21-010-000-201; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available within the current and/or previously adopted budget for said purpose.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Cranford, Union County, New Jersey that the above referenced Change Order No. 2 for the 2021 Capital Road Improvements Project is awarded to P & A Construction Inc. with an amended contract amount of \$729,499.32.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

I, Patricia Donahue, Township Clerk of the Township of Cranford, in the County of Union, State of New Jersey, do hereby certify that the forgoing is true and correct copy of a Resolution adopted by the Township Committee of the Township of Cranford, County of Union, State of New Jersey at a regular meeting of said Committee held on June 14, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Cranford in the County of Union and State of New Jersey this 14<sup>th</sup> day of June 2022.

Patricia Donahue, RMC Township Clerk

Dated:			
Dallal.			

#### **RESOLUTION NO. 2022-256**

### RESOLUTION AWARDING CONSTRUCTION CONTRACT FOR THE COMMUNITY CENTER BOLLARD INSTALLATION

WHEREAS, there is a need to install bollards along the rear property boundary located at the Cranford Community Center at 220 Walnut Avenue, Cranford, New Jersey; and

WHEREAS, there were three (3) quotes received for the work being proposed with the low bidder for the project being Statewide Fence Contractors, LLC, 651 South Avenue, Garwood, New Jersey, 07027 with a quote amount of \$36,128.00; and

WHEREAS, this Project is funded by way of a capital improvements bond ordinance stated herein as provided by Township of Cranford; and

WHEREAS, this project is in the best interest of the health, safety and welfare of the general public in the Township of Cranford.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Cranford, Union County, New Jersey that the above referenced construction project is awarded to Statewide Fence Contractors, LLC for a total bid amount of \$36,128.00 and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available and appropriated for this purchase, specifically that the Statewide Fence Contractors, LLC contract will be charged to Account No. 2-01-26-310-110-280.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

I, Patricia Donahue, Township Clerk of the Township of Cranford, in the County of Union, State of New Jersey, do hereby certify that the foregoing is true and correct copy of a Resolution adopted by the Township Committee of the Township of Cranford, County of Union, State of New Jersey at a regular meeting of said Committee held on June 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Cranford in the County of Union and State of New Jersey this 14<sup>th</sup> day of June 2022.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Township Clerk

D / 1.		
Dated:		

#### **RESOLUTION NO. 2022-257**

WHEREAS, the Township of Cranford will be hosting a public display and discharge of fireworks on July 2, 2022 in Nomahegan Park at approximately 9:00 p.m.; and

**WHEREAS**, the Township of Cranford has approved an agreement with Garden State Fireworks (the Vendor) to operate the display; and

**WHEREAS**, the storage, use, and discharge of fireworks is regulated by the New Jersey Uniform Fire Code and applicable referenced standards; and

**WHEREAS**, the Vendor will be subject to permitting and inspection activity pursuant to the Uniform Fire Code requirements; and

WHEREAS, the Township Committee of the Township of Cranford is in favor of allowing the discharge of fireworks at Nomahegan Park on the aforesaid date;

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, be and hereby, approves the public display and discharge of fireworks at Nomahegan Park on July 2, 2022 at approximately 9:00 p.m.

**BE IT FURTHER RESOLVED** that the Township Committee authorizes the Township Fire Official to issue a Uniform Fire Code Permit for the discharge of fireworks upon satisfaction of all permit conditions.

Certified to be true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Municipal Clerk

Dated:					
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### **RESOLUTION NO. 2022-258**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford, on this 14<sup>th</sup> day of June, 2022, that the Mayor and Township Clerk be, and hereby are, authorized to execute a Memorandum of Understanding and an Indemnification Agreement with the County of Union, Public Works Division, for participation in leaf disposal at the Union County Conservation Center.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC
Township Clerk

Dated:	
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### COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

May 27, 2022

Patricia Donahue, Township Clerk

Township of Cranford Municipal Building 8 Springfield Avenue Cranford, NJ 07016

RECEIVED JUN 0 2 2022

TOWNSHIP CLERK

BOARD OF COUNTY COMMISSIONERS

REBECCA WILLIAMS Chair

CHRISTOPHER HUDAK

Vice Chair

JAMES E. BAKER, JR.

DR. ANGELA R. GARRETSON

SERGIO GRANADOS

BETTE JANE KOWALSKI

LOURDES M. LEON

ALEXANDER MIRABELLA

KIMBERLY PALMIERI-MOUDED

EDWARD T. OATMAN County Manager

AMY CRISP WAGNER Deputy County Manager

BRUCE H. BERGEN, ESQ. County Counsel

JAMES E. PELLETTIERE Clerk of the Board

JOSEPH J. POLICAY, JR. CPWM Division Director

Re: Leaf Composting Facility

Dear Ms. Donahue:

Attached you will find a Memorandum of Understanding and a Hold Harmless

Agreement containing regulations of the Conservation Center.

Please advise, no later than October 15, 2022, as to whether or not your municipality will be participating in leaf disposal at our facility. If you wish to participate, please sign and return the Hold Harmless Agreement as soon as

possible.

Leaf disposal invoices (for the total cubic yards of leaves disposed of at our facility) will be forwarded to all municipalities April, 2023 for the period April 1, 2022 - March 31, 2023.

All drivers (municipal as well as contractors municipally hired) will be required to submit a leaf slip upon entering the conservation center. If your municipality will participate in the leaf disposal program, please be sure to pick up your leaf slips prior to starting your leaf pick up operation. These slips are available at our compost facility trailer located at the entrance of the conservation center between the hours of 7:00 am - 3:00 pm. Should you have any questions regarding leaf disposal, please contact Public Works at (908) 789-3657.

Sincerely,

Joseph J. Policay, Jr.

Joseph J. Policay, Jr., Director, CPWM

Division of Public Works JJP/cm

cc:

Joseph A. Graziano, Sr., CPWM

James Kelly, Bureau Chief/Shade Tree & Conservation

**DIVISION OF PUBLIC WORKS** 

We're Connected to You!

### MEMORANDUM OF UNDERSTANDING

The County of Union will administer and oversee the Conservation Center for the purpose of composting leaves for participating municipalities. It is the intention of the County that this facility will be a continuing project for years to come.

1. The current 2022 rate is established as follows:

### \$4.00 PER YARD – LOOSE

### \$6.00 PER YARD – COMPACTED

2. The Municipalities agree to deliver their leaves to the Conservation Center at their cost during the hours specified. Current hours for acceptance of leaves are as follows:

Monday - Friday (November 1<sup>st</sup> - March 1<sup>st</sup>) 7:00 A.M. To 3:00 P.M.

Saturdays (November 1<sup>st</sup> – March 1<sup>st</sup>) Upon Request from Municipality

No vehicles will be allowed on the premises after 3:00 P.M.

- 3. Municipalities may use biodegradable paper bags only; plastic bags will not be accepted.
- 4. Municipalities agree to use State and County roadways wherever possible for transporting leaves thus avoiding the use of Springfield Township's Municipal Roads.
- 5. Grass clippings, wood chips, brush and small tree parts WILL NOT be accepted due to space limitations. Foreign matter such as cans, paper, contaminated materials or any other debris WILL NOT be accepted. Trucks will be inspected upon arrival and upon dumping. If anything other than leaves is found in the load we will turn trucks away or reload them.
- 6. Municipalities agree to follow directions and adhere to the regulations governing the operation of the Conservation Center.
- 7. The Municipality will be required to sign the attached Hold Harmless Agreement holding the County harmless (See Attached).

**HOLD HARMLESS AGREEMENT** 

The Township of Cranford shall defend, indemnify and hold harmless the COUNTY

OF UNION, its agents, servants and administrators from and against any and all

claims or actions at law, whether for personal injury, property damage or liability,

including any costs of defense incurred by the County of Union and any payments,

recoveries and judgments against the County of Union, which arise from any acts or

omissions of the Township of Cranford, its agents volunteers, representatives or

employees arising out of or in any manner related to the work and/or duties to be

performed under the attached Memorandum of Understanding.

Costs shall be deemed to include, but not limited to, reasonable attorney's fees,

filing expenses, expert witness fees, reproduction costs, and long-distance travel and

phone expenses in connection with the defense and shall bear the prevailing interest

rate, where applicable.

The Township of Cranford shall defend claims or suits arising from any acts or

omissions of the Township of Cranford its agents, volunteers, representatives or

employees under the aforementioned project without expense to the County of

Union, its agents, servants or administrators.

	DATE:
Print Name:	
Title: Mayor	
Witness:	DATE:
Municipal Clerk	

#### **RESOLUTION NO. 2022-259**

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF REDEVELOPMENT AGREEMENTS WITH 750 WALNUT AVENUE LOGISTICS, LLC AND 750 WALNUT RESIDENTIAL URBAN RENEWAL, LLC FOR THE REDEVELOPMENT OF PROPERTY KNOWN AS BLOCK 541, LOT 2, QUALIFIERS C01, C02, C03, C04, C05, C06 & C07

WHEREAS, by Resolution Number 2020-159 adopted on February 25, 2020, the Cranford Township Committee directed the Planning Board to conduct a preliminary investigation pursuant to N.J.S.A. 40A:12A-6 to determine whether the properties designated on the Township tax map as Block 541, Lot 2, Qualifiers C01, C02, C03, C04, C05, C06 & C07 (the "Properties") qualifies as a condemnation 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:12-1 et seq; and

WHEREAS, Hartz Mountain Industries, Inc. ("Hartz"), by and through certain subsidiaries, is the fee owner of the Properties, comprised of roughly thirty and half (30.5) total acres; and

WHEREAS, Planning Board directed Topology LLC (Topology) to undertake an investigation of the Properties and prepare a preliminary investigation report as required by the statute, and Topology prepared a Preliminary Investigation Report dated August 18, 2020 ("Preliminary Investigation"); and

WHEREAS, the Planning Board provided the required legal notices and conducted a public meeting in accordance with the requirements of N.J.S.A. 40A:12A-6 on September 2, 2020 and September 16, 2020; and

**WHEREAS**, during the aforesaid hearings, the Planning Board reviewed the Preliminary Investigation Report prepared by Topology dated August 18, 2020, and heard testimony from Leigh Anne Hindenlang, AICP/PP, a planning expert employed by Topology, and co-author of said report; and

WHEREAS, upon review and consideration of the aforementioned report, the exhibits entered into evidence, and the testimony presented during the hearings, the Planning Board determined that the Properties satisfy the criteria for designation as a Condemnation Area in Need of Redevelopment pursuant to the aforementioned statute; and

WHEREAS, on September 16, 2020, the Planning Board voted to recommend to the Township Committee that the Properties be designated a Condemnation Redevelopment Area; and

WHEREAS, on October 7, 2020, the Planning Board adopted a resolution 2020-013

memorializing its September 16, 2020 vote accepting and adopting the conclusions contained in the Study and recommending designation of the Properties as a Condemnation Redevelopment Area; and

**WHEREAS**, by Resolution 2020-356, ("Redevelopment Resolution"), dated November 10, 2020, the Township Committee designated the Property as a Condemnation Area in Need of Redevelopment, as provided in N.J.S.A.40A:12A-5; and

WHEREAS, the Redevelopment Resolution was transmitted to the Commissioner of the Department of Community Affairs ("DCA") via overnight delivery on November 16, 2020, in accordance with N.J.S.A. 40A: 12A-6; and

WHEREAS, the Parties have reached an agreement that Hartz will develop the Property to include, among other things, an inclusionary project consisting of units which will be set-aside for very low-, low- and moderate-income households ("Inclusionary Development"), which Inclusionary Development is part of the Township's Compliance Plan that is subject of a settlement agreement between the Township and Fair Share Housing Center ("FSHC Settlement Agreement"); and

WHEREAS, the Parties entered into a Memorandum of Understanding which sets forth the terms, conditions, responsibilities and obligations of the Parties relative to creating a realistic opportunity to develop the Inclusionary Development consisting of a total of 250 residential units (the "Residential Project") and 250,000 square feet of commercial use (the "Commercial Project") (the Residential Project and the Commercial Project together referred to as the "Project"); and

WHEREAS, a redevelopment project located in an Area in Need of Redevelopment must be undertaken in accordance with a Redevelopment Plan, in accordance with N.J.S.A. 40A:12A-7; and

WHEREAS, the Township Committee authorized Topology, LLC to prepare a Redevelopment Plan for the Property in accordance with the requirements of the Redevelopment Law; and

**WHEREAS**, the Township Committee adopted the Redevelopment Plan on December 14, 2021 by Ordinance 2021-18; and

**WHEREAS**, the Redevelopment Plan incorporates the design requirements and conditions for the redevelopment of the Property for the Hartz Project; and

WHEREAS, in contemplation of the redevelopment of the Property pursuant to the Redevelopment Plan and this Agreement, Hartz has terminated the existing condominium form of ownership of the existing structures located on the Property and has commenced demolition of these structures; and

WHEREAS, the Residential Project shall be approved and constructed pursuant to a Redevelopment Agreement with 750 Walnut Avenue Residential Urban Renewal, LLC, an affiliate of Hartz; and

WHEREAS, the Commercial Project shall be approved and constructed pursuant to a Redevelopment Agreement with 750 Walnut Avenue Logistics, LLC; and

WHEREAS, by Resolution 2022-243 the Township designated **750 WALNUT AVENUE LOGISTICS, LLC** (the "Commercial Redeveloper") as the redeveloper of the Commercial Project and to undertake the Commercial Project and approved an escrow agreement to defray the actual costs and expenses of the Township related to the Project; and

WHEREAS, by Resolution 2022-243 the Township designated 750 WALNUT RESIDENTIAL URBAN RENEWAL, LLC (the "Residential Redeveloper") as the redeveloper of the Residential Project and to undertake the Residential Project and approved an escrow agreement to defray the actual costs and expenses of the Township related to the Project (the "Commercial Redeveloper" and the "Residential Redeveloper" together as the "Redevelopers"); and

**WHEREAS**, the Township and the Redevelopers have agreed to the terms and conditions with respect to the redevelopment of the Commercial Project and the Residential Project and the construction of the onsite and offsite improvements; and

WHEREAS, the Township believes that the redevelopment of the Property in the manner proposed by the Redevelopers is in the best interests of the community and promotes the health, safety, morals and welfare of the Township's residents and is accord with the public purpose and provisions of the Redevelopment Law and all other Applicable Laws; and

WHEREAS, the Township has determined that it is in the best interest of the community for it to enter into redevelopment agreements with the Redevelopers for the purpose of facilitating the redevelopment of the Property and to specify each parties' respective rights and obligations for the effectuation of the goals and objectives of the redevelopment of the Property; and

WHEREAS, the Township and the Redevelopers desire to fully and thoroughly address the rights and obligations of the Parties hereto in connection with the redevelopment of the Property by way of redevelopment agreements for the Residential Project and the Commercial Project, respectively, in the forms substantially consistent with the agreements attached and annexed hereto, and the Township and the Redevelopers acknowledge that the mutual promises contained in the redevelopment agreements shall be good and valuable consideration for the binding execution of the redevelopment agreements.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Cranford, New Jersey as follows:

- 1. **Generally.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2. Execution of Redevelopment Agreement. The Mayor and Township Clerk are hereby authorized to execute any and all documents, including the redevelopment agreements substantially consistent with the form of agreement attached hereto, to effectuate the

- completion and implementation of the Residential Project and the Commercial Project, subject to final review by counsel as to legal form and content.
- 3. **Severability.** If any part of this resolution shall be deemed invalid, such parts shall be served and the invalidity thereby shall not affect the remaining parts of this resolution.
- 4. **Resolution on File.** A copy of this resolution shall be available for public inspection at the offices of the Township Clerk.
- 5. Effective Date. This Resolution shall take effect immediately.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC
Municipal Clerk

Dated:



UNLOCKING POTENTIAL IN PLACES YOU LOVE

#### Memorandum

To: Hartz Mountain

From: Topology
Date: June 1, 2022

SUBJECT: 750 Walnut Consistency Review Findings

A review of the documents below was performed in order to assess consistency with the standards outlined in the 750 Walnut Avenue Redevelopment Plan. The documents reviewed included:

- "Preliminary and Final Site Plan" consisting of nineteen (19) sheets, prepared by Zachary E. Chaplin, PE of Stonefield Engineering & Design, dated 01/12/2022.
- Landscaping plans, consisting of seventeen (17) sheets, prepared by David I.
   Lustberg, CLA of Arterial, dated 04/08/2022
- "Boundary and Topographic Survey Plan" consisting of three (3) sheets, prepared by Gregg A. Gaffney of Control Layouts, Inc, dated 07/02/2021.
- "Traffic Impact Study" consisting of one hundred and ninety-six (196) pages, prepared by John R. Corak, PE of Stonefield Engineering & Design, dated 02/02/2022
- "Environmental Impact Statement" consisting of fifty-three (53) pages, prepared by Zachary E. Chaplin, PE of Stonefield Engineering & Design, dated 04/04/2022.
- "Stormwater Management Report" consisting of one hundred and sixty-six (166) pages, prepared by Zachary E. Chaplin, PE of Stonefield Engineering & Design, dated 04/08/2022.
- "Preliminary Subdivision Plan" consisting of one (1) sheet, prepared by Gregg A. Gaffney of Control Layouts, Inc, dated 11/15/2021.
- Renderings
- Architectural plans, including floorplans with a table of units including affordable housing.

The plans and documents reviewed detail a project that is consistent with permitted uses and area/bulk requirements as listed in the 750 Walnut Redevelopment Plan. Applicable building placement standards and height limits have also been adhered to. Parking minimums as they relate to automobiles and bicycles have been met. Site design standards have also been adhered to. Therefore, this project is deemed consistent with the redevelopment plan and ready for Planning Board review.

## REDEVELOPMENT AGREEMENT FOR 750 WALNUT CRANFORD RESIDENTIAL PROJECT, 750 WALNUT REDEVELOPMENT AREA, CRANFORD TOWNSHIP, NEW JERSEY

THIS REDEVELOPMENT AGREEMENT (hereinafter "Agreement") made this day of June, 2022 by and between

Township of Cranford, a municipal corporation organized under the Constitution and Laws of the State of New Jersey, with an address at Cranford Township Municipal Building, 8 Springfield Avenue, Cranford NJ 07016 (hereinafter the "Township" or the "Redevelopment Entity");

And

750 WALNUT AVENUE RESIDENTIAL URBAN RENEWAL LLC, a limited liability company organized under the laws of the State of New Jersey and having an address c/o Hartz Mountain Industries, 500 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 (hereinafter the "Residential Project Redeveloper").

Collectively, the Township and the Residential Project Redeveloper shall be referred to as the "Parties."

WHEREAS, on or about June, 2018, the Township filed a declaratory judgment action with the court for review and approval of the Township's Affordable Housing Plan, including the calculation of the Township's affordable housing obligation and the mechanisms by which the Township would satisfy that obligation (the "DJ Action"), which DJ Action bore docket number UNN-L-3976–18; and

WHEREAS, Hartz Mountain Corporation, LLC ("Hartz") intervened in the Township DJ Action to assert that its property located at 750 Walnut Avenue be included as an inclusionary development site to aid the Township in satisfying its regional fair share of gap and prospective affordable housing need; and

WHEREAS, the Township and Hartz negotiated and agreed to a settlement of the Hartz intervention, which settlement is memorialized by a Memorandum of Understanding dated December 21 2020 ("Settlement") whereby the Hartz property, known as 750 Walnut Avenue Block 541, Lot 2 on the Tax Map of Cranford Township ("Property"), was included in the Township's affordable housing compliance plan to permit the realistic development opportunity for redevelopment of a portion of the Property for an inclusionary development of 250 total units, of which thirty eight (38) affordable housing units would be set aside for low and moderate income households (the "Residential Project"), and a proposal to redevelop a second contiguous parcel of the Property for up to 250,000 ft. of nonresidential uses (the "Commercial Project", and collectively with the Residential Project, the "Hartz Project"); and

WHEREAS, on May 4, 2021, the Court entered an amended final order granting the Township a "Judgment of Compliance and Repose", which judgment included the endorsement of the Settlement and the Housing Element and fair share plan, which included the Settlement and

Property as an inclusionary housing site, and which Judgment provides the Township with immunity from Mount Laurel lawsuits through June 30, 2025; and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law of the State of New Jersey, N.J.S.A. 40A:12A-1 et seq. (hereinafter the "Redevelopment Law"), the Township directed the Cranford Township Planning Board (hereinafter the "Planning Board") to conduct a preliminary investigation to determine if the area located within the boundaries of Block 541, Lot 2 (the "Study Area") qualified as a redevelopment area in accordance with the Redevelopment Law; and

WHEREAS, the Planning Board conducted the preliminary investigation memorialized by a Redevelopment Study, and held a public hearing and determined that the Study Area was indeed in need of redevelopment with condemnation power by Resolution 2020-356 dated November 10, 2020; and

WHEREAS, the Township adopted an ordinance creating the Redevelopment Area (hereinafter the "Redevelopment Area"), and created the 750 Walnut Avenue Redevelopment Plan (the "Redevelopment Plan") on December 14, 2021 to govern development in the Redevelopment Area as amended on March 8, 2022; and

WHEREAS, the Redevelopment Plan governs property known as Block 541, Lot 2 on the Tax Map of Cranford Township, which redevelopment plan incorporates the design requirements and conditions for the redevelopment of the Property for the Hartz Project; and

WHEREAS, in contemplation of the redevelopment of the Property pursuant to the Redevelopment Plan and this Agreement, Hartz has terminated the existing condominium form of ownership of the existing structures located on the Property and has commenced demolition of these structures; and

WHEREAS, the Redevelopment Plan established separate subdistricts within the Redevelopment Area known as "Subdistrict 1 - Residential," consisting of approximately 15 acres of the southern portion of the Property (the Residential Property"), and the "Subdistrict 2 - Commercial/Industrial" consisting of approximately 15 acres of the northern portion of the Property (the "Commercial Property"); and

WHEREAS, the Commercial Project shall be approved and constructed pursuant to a separate Redevelopment Agreement with 750 Walnut Avenue Logistics, LLC, an affiliate of Hartz; and

WHEREAS, the Residential Project Redeveloper shall be the developer of the proposed Residential Project, a multifamily residential community within a suburban setting. The Residential Project shall consist of two (2) residential buildings with 250 residential dwelling units, on-site parking spaces, a minimum of 100,000 square feet of "Privately-Owned Public Space" together with related on-site and off-site improvements, landscaping and other obligations as further described in this Agreement; and

WHEREAS, Residential Project Redeveloper proposes to complete the Residential Project in accordance with the concept plans, elevations and renderings entitled "750 Walnut" prepared by Stonefield Engineering and attached hereto as <u>Exhibit A</u> (the "Concept Site Plan"), subject to minor deviations resulting from full engineering of the Residential Project; and

WHEREAS, as part of the Residential Project, Redeveloper has agreed to make the site improvements and landscaping improvements for the Residential Project ("Residential Project Site Improvements") as shown on the concept plan entitled "Walnut Street Community Park Concept Plan" prepared by Arterial, dated October 21, 2021, attached hereto as Exhibit B (the "Community Park Concept Plan", together with the Concept Site Plan, the "Concept Plans") and to make the Community Park Concept Plan Improvements available for the benefit of the public following completion of the Community Park Concept Plan Improvements in accordance with the terms and conditions of this Agreement; and

WHEREAS, as part of the Hartz Project, the Residential Project Redeveloper has agreed to make on- site and off- site traffic improvements, at Redevelopers cost and expense, to ensure safe and efficient traffic circulation for the Hartz Project and to mitigate any adverse traffic impacts in surrounding neighborhoods ("Hartz Project Traffic Improvements"). The Hartz Project Traffic Improvements are recommended by the Township's Traffic Engineer and shown on the Traffic Plan entitled "Walnut Street Traffic Plan" prepared by Stonefield Engineering, attached hereto as Exhibit C (the "Hartz Project Traffic Improvements Concept Plan"); and

WHEREAS, the Township has determined that the Residential Project Redeveloper possesses the proper qualifications and experience to implement and complete the Residential Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is hereinafter defined), ordinances and regulations; and

WHEREAS, as more thoroughly set forth in this Redevelopment Agreement, the Residential Project is contingent upon the execution of a financial agreement in accordance with the Long-Term Tax Exemption Law, NJ.SA. 40A:20-1 et seq. (as may be amended and supplemented, the "Exemption Law"), between the Township and the Residential Project Redeveloper providing the terms and conditions for a tax exemption for the Residential Project (the "Financial Agreement").

WHEREAS, in order to effectuate the Redevelopment Plan, the Residential Project, and the redevelopment of the Residential Property, the Township has determined to enter into this Redevelopment Agreement with the Residential Project Redeveloper, which Redevelopment Agreement (i) designates 750 WALNUT AVENUE RESIDENTIAL URBAN RENEWAL, LLC as the "redeveloper" of the Residential Project and (ii) provides for the construction of the Residential Project Site Improvements and Residential Project Traffic Improvements by the Residential Project Redeveloper, and specifies the respective rights and responsibilities of the Township and the Residential Project Redeveloper with respect to the Residential Project.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

#### **ARTICLE I- PURPOSE**

1.1 The purpose of this Agreement is to facilitate the construction on the subject Residential Property of the Residential Project, as defined in Section 2.2 below.

#### ARTICLE II- THE PROPERTY AND THE PROJECT

- 2.1 **The "Residential Property":** The Residential Property is a triangular parcel, being approximately 15 acre lot that fronts on 750 Walnut Avenue, a public county road and is situated in the C-3 zone, as depicted on Exhibit A.
- 2.2 **The "Residential Project":** The Residential Project that is the subject of this Agreement consists of the Subdistrict 1 development of the Residential Property for an inclusionary development of 250 total units, of which thirty eight (38) Affordable Housing Units would be set aside for low and moderate income households and including such accessory structures as stormwater facilities, landscaping, an open space area with recreational amenities and parking.
- 2.3 The Residential Project Redeveloper will ensure that the Residential Project shall conform to the Redevelopment Plan.
- 2.4 As used herein the term "Affordable Housing Residential Units" shall mean a residential dwelling unit attached to other similar units via both vertical and horizontal party walls, with respect to which the approvals shall be issued and which is subject to the requirement, resolution or limitation relating to the provision for "affordable housing" as defined by the Fair Housing Act, COAH, UHAC regulations and other applicable laws.
- 2.4 The Residential Project Redeveloper will ensure that the Residential Project shall conform to the Redevelopment Plan, subject to any deviations from the Redevelopment Plan as may be permitted by the Planning Board. All of the Affordable Housing Residential Units will be creditworthy affordable housing units as defined by the prior COAH regulations, N.J.A.C. 5:93-1 et seq., the FHA UHAC regulations and other applicable laws.
- 2.5 **PILOT Contingency & Tax Agreement**: Residential Project Redeveloper is in the process of applying to the Township for approval of a tax agreement (the "Tax Agreement") providing for, among other things, payments in lieu of taxes pursuant to *N.J.S.A.* 40A:20-1 *et seq.* ("PILOT") for a maximum term of thirty (30) years. If and to the extent available under Applicable Laws, and as requested by Residential Project Redeveloper, the Township agrees to consider Residential Project Redeveloper's PILOT application in good faith, but Residential Project Redeveloper acknowledges that the Township retains full discretion whether to grant the PILOT. The Township further agrees that approval of Residential Project Redeveloper's PILOT application is a material term of this Agreement and, in the event that the Township fails to duly approve and execute a Tax Agreement in a form acceptable to Residential Project Redeveloper within 60 days following the Effective Date, then prior to the Commencement of Construction, Residential Project Redeveloper may elect to terminate this Redevelopment Agreement by providing Notice to that effect to the Township (the "PILOT Contingency"). Upon such termination, this Redevelopment Agreement shall be void and of no further force and effect and neither Party hereto shall have any rights, liabilities and/or obligations hereunder.

#### **ARTICLE III – REPRESENTATIONS AND WARRANTIES**

- 3.1 <u>Designation as Redeveloper</u>. The Township hereby designates and appoints 750 WALNUT AVENUE RESIDENTIAL URBAN RENEWAL, LLC as the "redeveloper" of the Residential Project. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Residential Project Redeveloper shall have the exclusive right to redevelop the Residential Project in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement
- 3.2 <u>Representations and Warranties of the Township.</u> The Township hereby makes the following representations and warranties:
- (a) The Redevelopment Area has been duly investigated and designated as an area in need of redevelopment in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;
- (b) The Redevelopment Plan has been duly adopted in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;
- (c) The Township Committee is the redevelopment entity for the Township, is duly organized and existing under the laws of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;
- (d) The Township has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;
- (e) To the best of the Township's knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Town entering into or performing its obligations under this Redevelopment Agreement;
- (f) This Redevelopment Agreement has been duly executed by the Township, and is valid and legally binding upon the Town and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Town is a party;
- (g) The Township represents that, to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment

Agreement or any action or act taken or to be taken by the Town pursuant to the Redevelopment Plan or Redevelopment Agreement; and

- (h) The uses of the Residential Project, as contemplated by this Redevelopment Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.
- 3.3 <u>Representations and Warranties of Redeveloper.</u> The Residential Project Redeveloper hereby makes the following representations and warranties:
- (a) The Residential Project Redeveloper will have the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date;
- (b) The Residential Project Redeveloper is duly organized and validly existing legal entities under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Residential Project Redeveloper's behalf.
- (c) No receiver, liquidator, custodian or trustee of the Residential Project Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Residential Project Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Residential Project Redeveloper shall have been filed as of the Effective Date;
- (d) No adjudication of bankruptcy of the Residential Project Redeveloper or a filing for voluntary bankruptcy by a Residential Project Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statue that is applicable to the Residential Project Redeveloper has been filed;
- (e) No indictment has been returned against the Residential Project Redeveloper or any officer or shareholder of the Residential Project Redeveloper;
- (f) The Residential Project Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of the Residential Project Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Residential Project Redeveloper is a party;
- (g) To Residential Project Redeveloper's actual knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by the Residential Project Redeveloper pursuant to this Redevelopment Agreement;

- or (ii) is likely to result in a material adverse change in the Residential Project Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;
- (h) The Residential Project Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which the Residential Project Redeveloper is a party;
- (i) To the best of the Residential Project Redeveloper's knowledge and belief after diligent inquiry, all information and statements included in any information submitted by Residential Project Redeveloper to the Township and its agents are true and correct in all material respects including, but not limited to, information setting forth Residential Project Redeveloper's background and experience. The Residential Project Redeveloper acknowledges that the facts and representations contained in the information, submitted by the Residential Project Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement; and
- (j) To the best of the Residential Project Redeveloper's knowledge and belief after diligent inquiry, the Residential Project Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.
- (k) The Residential Project Redeveloper shall not make any arguments relative to the Residential Property's creation of Realistic Development Potential ("RDP") and/or treatment as an RDP Site as opposed to an unmet need mechanism in Round 3 or any subsequent affordable housing Round in the future. Further, the Residential Project Redeveloper shall not apply for or request an upward deviation of the Maximum Dwelling Units permitted pursuant to Section 4.A.2.a., which is 250 units; nor shall the Residential Project Redeveloper apply for or request the construction of any dwelling units on Subdistrict 2.

#### ARTICLE IV – COVENANTS AND RESTRICTIONS

- 4.1 <u>Declaration of Covenants and Restrictions</u>. The Residential Project Redeveloper will record the Declaration of Covenants and Restrictions with the Union County Clerk's Office, at Residential Project Redeveloper's expense, immediately upon execution of this Agreement.
- 4.2 <u>Description of Covenants.</u> The following covenants and restrictions are imposed upon the Residential Project Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Residential Project, or applicable phase thereof, except as otherwise provided:

- (a) Residential Project Redeveloper shall develop, finance, construct, operate and maintain the Residential Project on the Residential Property in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use reasonable efforts to meet all deadlines and time frames set forth in the Redevelopment Agreement.
- (b) Excepting Permitted Transfers ("Permitted Transfers"), Residential Project Redeveloper shall not make a Transfer without the written consent of the Township, which consent shall not be unreasonably withheld, conditioned or delayed,
- (c) Residential Project Redeveloper shall, in connection with its use or occupancy of the Residential Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Residential Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Residential Project Redeveloper and its successors and assigns shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.
- (d) Residential Project Redeveloper shall, upon Completion of Construction, obtain all Certificates of Occupancy ("CO") required authorizing the occupancy and uses of the Residential Property for the purposes contemplated in the Redevelopment Agreement. Prior to the issuance of a CO, Residential Project Redeveloper may apply for a Temporary Certificate of Occupancy for the Residential Building to the extent required to permit any tenant fit out for individual units within the building prior to the issuance of a final CO.
- (e) The Residential Project Redeveloper shall cause the Residential Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.
- (f) The Residential Project Redeveloper shall not encumber, hypothecate or otherwise use the Residential Project Area, or any part thereof as collateral for any transaction unrelated to the Project.
- (g) Residential Project Redeveloper shall promptly pay the Township Costs, as defined in an Escrow Agreement dated June 1, 2022 below and any and all taxes, service charges or similar obligations when owed to the Township with respect to the Residential Project. The Township acknowledges that the Residential Project and the adjoining Commercial Project shall be approved as a single Hartz Project. The Township agrees that Residential Project Redeveloper may allocate Township Costs between the Residential Project and the Commercial Project, as provided in the separate Redeveloper Agreement with 750 Walnut Avenue Logistics, LLC.
- (h) The Residential Project Redeveloper shall not make any arguments relative to the Commercial Property's creation of Realistic Development Potential ("RDP") and/or treatment as an RDP Site as opposed to an unmet need mechanism in Round 3 or any subsequent

affordable housing Round in the future. Further, the Residential Project Redeveloper shall not apply for or request an upward deviation of the Maximum Dwelling Units permitted pursuant to Redevelopment Plan Section 4.A.2.a., which is 250 units; nor shall the Residential Project Redeveloper apply for or request the construction of any dwelling units on Subdistrict 2.

- 4.3 Form of Declaration of Covenants and Restrictions. The covenants and restrictions in Section 3.2 shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit E.
- Effect and Duration of Covenants. It is intended and agreed that the covenants and 4.4 restrictions set forth in Section 4.2 shall be covenants running with the land. All covenants in Section 4.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Residential Project Redeveloper, their successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Residential Project or any part thereof. The agreements and covenants set forth in Section 4.2 shall cease and terminate as to the Residential Project automatically and without further action upon the issuance of a Certificate of Completion, except for those covenants which survive in accordance with the terms of the Declaration. Within thirty (30) days following the request of Residential Project Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion for the Project, the Township shall execute and deliver a discharge of the Declaration of Covenants and Restrictions in recordable form for the portion of the Residential Project so completed.
- 4.5 Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 4, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 4.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the. Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.
  - 4.6 <u>Township Covenants.</u> The Township hereby covenants and agrees that:
- (a) The Township shall fully and diligently cooperate with the Residential Project Redeveloper to ensure that all Governmental Approvals are obtained for the Residential Project. Furthermore, the Township agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the

Residential Project Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 4.6(a) shall be deemed: (i) to constitute an approval of all or any portion of the Residential Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Township shall (A) request that all agencies of the Township having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) cause all of the planners, engineers and other consultants engaged by the Township and the Township to review and comment on all submittals by the Residential Project Redeveloper in an expeditious manner and request that all planners, engineers and other consultants engaged by the Township, the Township or any of the Township's other agencies, review and comment on all submittals by the Residential Project Redeveloper in an expeditious manner.

- (b) The Township shall undertake and complete, with due diligence, all of its obligations under this Redevelopment Agreement.
- (c) The Township shall not amend or cause the amendment of the Redevelopment Plan with respect to the Property in a manner that materially, adversely affects the Residential Project Redeveloper or the Residential Project during the term of this Agreement without the prior written consent of the Residential Project Redeveloper.
- (d) The Residential Project Redeveloper has been designated as the exclusive redeveloper of the Residential Property and shall have the exclusive right and obligation to redevelop the Residential Property and implement the Residential Project in accordance with the terms and conditions of this Redevelopment Agreement.

#### **ARTICLE V - AGREED UPON TERMS AND CONDITIONS**

Project shall be approved as a single Hartz Project. The Residential Project Redeveloper agrees to develop the Residential Property in accordance with this Agreement, the Township's Redevelopment Plan, and the terms and conditions of any Resolution of Approval granted by the Planning Board. Notwithstanding the foregoing, the parties acknowledge that the Residential Project has been fully engineered and agree that changes may be necessary during the Planning Board site plan review process. The Township agrees to reasonable changes as may be necessitated by the engineering to conform with and achieve the intent of the Redevelopment Plan. The Township approves the Concept Plans and finds the Concept Plans to be in compliance with the Redevelopment Plan. Any amendment to the Concept Plans, other than minor deviations necessitated by full engineering of the Project, shall be submitted to Annie Hindenlang, P.P. of Topology as the Mayor's designee for approval, which approval shall not be unreasonably withheld, conditioned or delayed, unless such amendment shall be noncompliant with the Redevelopment Plan, in which case, such amendment to the Concept Plans shall be submitted to

the Governing Body for approval together with a request to amend the Redevelopment Plan as necessary.

- 5.2 The Residential Project Redeveloper agrees to file, within two (2) months of the Effective Date of this Redevelopment Agreement and the finding of site plan conformity by the Township Committee, an application for preliminary site plan and subdivision approval for the Hartz Project, inclusive of the Residential Project in accord with the Redevelopment Plan, except for such relief as permitted by the Plan and the Planning Board in its review of the application, in general accord with the Hartz Project graphically depicted on the Concept Site Plan attached hereto as Exhibit A ("Site Plan Application"). Residential Project Redeveloper shall also file for and seek to secure any ancillary development permits and approvals as may be necessary and appropriate for the purpose of obtaining any and all final and unappealable governmental approvals required to complete the Residential Project, including but not limited to, water and sewer allocation and connection permits, approvals from the Union County Planning Board, Union County Soil Erosion and Soil Conservation, sanitary sewer and potable water permits, if required: environmental approvals, if necessary; and any and all other necessary permits, licenses, consents and approvals ("Ancillary Applications") (hereinafter collectively called the "Governmental Applications"). Residential Project Redeveloper intends to timely and diligently process all the Governmental Applications in accord with the Project Schedule attached hereto as **Exhibit F**. The Township acknowledges and agrees to cooperate with the Residential Project Redeveloper to achieve the dates set forth in the Project Schedule in order to assure that the Affordable Housing Units are constructed and occupied by June 30, 2025. All the Governmental Applications shall be in conformity with the Plan, as amended, this Agreement and any and all Federal, State, County, and municipal statutes, laws, ordinances, rules, and regulations applicable thereto, subject to the Redevelopment Law. The Residential Project Redeveloper shall diligently and continuously prosecute the Governmental Applications, including any resubmissions or reasonable and necessary plan changes as may be required to secure approval of the Governmental Applications. The Township shall use reasonable efforts to fully cooperate with Residential Project Redeveloper to facilitate obtaining approvals for all Governmental Applications, and a reasonable review by the Redevelopment Entity of all applications submitted by the Residential Project Redeveloper. If such cooperation requires the Township to bear expenses for professionals, Residential Project Redeveloper shall be responsible for such expenses as the Township may reasonably incur in its review of the Governmental Applications, by the posting of development review escrows in accordance with N.J.S.A. 40:55D-53.2.
- 5.3 Residential Project Redeveloper shall obtain final and unappealable approval of all Governmental Applications ("Government Approvals"), including the Township of Cranford Preliminary and Final Major Site Plan ("Site Plan Approval") necessary to start Construction of the Hartz Project within Twenty four (24) months following execution of this Agreement. Residential Project Redeveloper shall pay all site plan application fees and professional review escrow costs, inclusive of costs incurred pursuant to Article 5.2 above, as required by the Redevelopment Plan and Township Ordinances ("Township Costs"). The Township acknowledges that the Residential Project and the Residential Project shall be approved as a single Project. The Township agrees that Residential Project Redeveloper may allocate Township Costs between the Residential Project and the Commercial Project, as provided in the separate Redeveloper Agreement with 750 Walnut Avenue Logistics, LLC.

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- 5.4 If Residential Project Redeveloper is unable to obtain all of the Governmental Approvals within the 24 month time period specified above, subject to Force Majeure Events as defined below, Residential Project Redeveloper may request in writing the Township's approval of a reasonable extension up to twelve (12) months, which approval shall not be unreasonably delayed, conditioned, or denied. The Township, in the exercise of its reasonable discretion, not to be unreasonably exercised, may grant further extensions for good cause upon written application by Residential Project Redeveloper setting forth the status of the Governmental Approvals and the reasons for requesting additional time.
- 5.5 Affordable Housing Set-Aside: The Residential Project Redeveloper will ensure that in accord with the Redevelopment Plan, this Agreement, the Planning Board Approval, thirty-eight (38) units (or 15 percent of the total) will be affordable to low- and moderate-income households.
- 5.6 **Obligation To Enter Into A Financial Agreement**: The Parties agree that the obligations contained in this Agreement are expressly contingent on the execution of the Financial Agreement.
- 5.7 **Obligation To Provide Creditworthy Units And Maintain The** Creditworthiness Of The Units: The Residential Project Redeveloper will ensure that all of the Affordable Housing Residential Units constructed as part of the Project are creditworthy as defined by prior COAH regulations (hereinafter defined as the "COAH Regulations" as set forth in N.J.A.C. 5:93, 1.1 et seq.), the FHA, UHAC regulations, new Third Round COAH regulations if same are adopted and other applicable law. The Residential Project Redeveloper shall ensure that all Affordable Housing Residential Units constructed on the subject Property shall comply and comport with all applicable regulations, including but not limited to COAH Regulations, UHAC regulations, and such other regulations as may apply. The Parties acknowledge that these regulations address, among other things, phasing requirements as to the delivery of Affordable Housing Residential Units relative to market units, bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, marketing requirements, screening requirements, re-rental requirements and 30 year deed restriction requirements and the integration of the affordable units amongst the market units. The Residential Project Redeveloper shall have an obligation to maintain the creditworthiness of the Affordable Housing Residential Units for the full 30 years that the Financial Agreement is in place.
- Affordable Housing Residential Creditworthy Units. The Township shall have no financial obligations under this provision to assure the creditworthiness of the Affordable Housing Residential Units, and all associated expenses shall be solely borne by the Residential Project Redeveloper, its successors, or assigns for the duration of this Agreement. In the event the Affordable Housing Residential Units ownership and/or operation is transferred to a third-party COAH Owner/Operator, the COAH Owner/Operator shall adhere to and abide by all terms and conditions of this Agreement, the Redevelopment Agreement, COAH Regulations, the FHA, UHAC regulations and other applicable law. This provision shall not affect the phasing requirement in COAH's regulations or Residential Project Redeveloper's obligation to ensure the

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creditworthiness of the units if the COAH Owner/Operator fails to perform adequately for the duration of this Agreement.

- 5.9 Obligation To Cooperate With the Township in its Efforts To Monitor the Affordable Housing Residential Units: The Parties acknowledge that the Township may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the Affordable Housing Residential Units. The Residential Project Redeveloper, and any successors or assigns, will cooperate with the Township regarding all monitoring and reporting requirements.
- Obligation To Properly Deed Restrict The Affordable Housing Residential Units: The Affordable Housing Residential Units in the Project will be deed restricted for a minimum of thirty (30) years from the date of issuance of a Certificate of Occupancy as affordable housing so that all the Affordable Housing Residential Units qualify for affordable housing credits towards the Township's affordable housing obligations. The Residential Project Redeveloper will retain an Administrative Agent, and will work with the Township's special Mount Laurel counsel, to ensure that the Affordable Housing Residential Units deed restriction satisfies COAH and UHAC regulation requirements or other such requirements as the court may impose in conjunction with approval of the Settlement Agreement. The deed restriction, along with the Redevelopment Agreement and this Agreement, shall be recorded with Union County. The deed restriction shall be recorded prior to any conveyance of any Affordable Housing Residential Units to a qualified resident or COAH Owner/Operator. The Residential Project Redeveloper shall be responsible for all costs associated with retaining an Administrative Agent or COAH Owner/Operator in conjunction with this Project and for ensuring that that deed restrictions are properly maintained to insure the creditworthiness of the Affordable Housing Residential Units. The Administrative Agent or COAH Owner/Operator shall be responsible for providing the Township with all information that it or other governmental entities may require concerning the Affordable Housing Residential Units.
- 5.11 Obligation To Lease Affordable Housing Residential Units In Manner That Maintains Their Creditworthiness: Notwithstanding the foregoing, the Residential Project Redeveloper, its successors and assigns and any COAH Owner/Operator shall have the continuing responsibility to lease the Affordable Housing Residential Units contemplated in the Project in accordance with applicable Federal, State, and local laws for at least thirty (30) years and maintain the Mount Laurel creditworthiness of the Units. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.
- 5.12 <u>Project Phasing and Construction Schedule</u>: Residential Project Redeveloper shall commence construction of the Residential Project improvements only after commencement of construction of the Commercial Project in accord with the Project Schedule.
- (a) In accord with the Project Schedule, but in no event later than twenty four (24) months of the Effective Date, the Residential Project Redeveloper shall obtain all Governmental Approvals required for the Commencement of Construction of the Residential Project, including Planning Board Approvals.

- (b) In accord with the Project Schedule, Residential Project Redeveloper shall use Commercially reasonable efforts to Commence Construction of the Residential Project within six (6) months after all Governmental Approvals are obtained.
- (c) In accord with the Project Schedule, Residential Project Redeveloper shall use Commercially reasonable efforts to Complete Construction of the Residential Project on or before eighteen (18) months after the Commencement of Construction of the Residential Project.

#### 5.13 Conditions Related to the Project Schedule.

- (a) If, subject to the provisions of this Agreement, the Residential Project Redeveloper fails, or determine that it will fail, to meet any relevant date for the completion of a task set forth in the Project Schedule set forth above, for any reason, the Residential Project Redeveloper shall promptly provide notice to the Township stating:
  - (i) the reason for the failure or anticipated failure,
- (ii) the Residential Project Redevelopers' proposed method for correcting such failure,
  - (iii) the Residential Project Redevelopers' proposal for revising the schedule and
- (iv) the method or methods by which the Residential Project Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project schedule.

Residential Project Redeveloper's proposed revisions to the Residential Project schedule shall be subject to the Mayor's designee's approval, which shall not be unreasonably withheld, conditioned or delayed.

- (b) In the event that the Residential Project Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to the Residential Project Redeveloper in its sole discretion, then the Residential Project Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 5.6(b) then except as expressly set forth in this Agreement to the contrary, this Redevelopment Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder, except that Residential Project Redeveloper shall remain responsible for all Township Costs. If an appeal is taken or a Force Majeure Event occurs, all obligations under this Redevelopment Agreement shall be tolled during the pendency of such appeal or Force Majeure Event.
- (c) Construction activities shall generally be completed in accordance with the schedule of milestones set forth in the Construction Schedule except as modified in this Redevelopment Agreement. In the event there is any contradiction or discrepancy between this

Redevelopment Agreement and the Construction Schedule, this Redevelopment Agreement shall control.

#### 5.14 Construction of the Residential Project.

- (a) <u>Construction Hours.</u> Construction practices and hours shall be in accordance with applicable Town Ordinances.
- Maintenance. Excepting construction materials and the like that are stored in an orderly manner, the Residential Property will be kept free of debris on a regular basis by the Residential Project Redeveloper; provided, however, subject to weather conditions and Force Majeure Events, the Residential Project Redeveloper agrees to clean up the Residential Project and Residential Property within three (3) business days of a specific, reasonable request by the Township that the Residential Project Redeveloper do so or the close of the following Business Day, whichever is later. Should Residential Project Redeveloper fail to comply with this obligation within the time stated, subject to weather or other force majeure event, then the Township may send the Residential Project Redeveloper a second request, in writing, providing the Residential Project Redeveloper with an additional twenty-four (24) hour period during which Residential Project Redeveloper shall clean up the Residential Property. Should Residential Project Redeveloper fail to comply following the Township's second request, the Township may at its option undertake such maintenance and charge Residential Project Redeveloper for the costs of same. The Residential Project Redeveloper shall repair, at the Residential Project Redeveloper's cost, any damage to the streets or sidewalks caused by the Residential Project Redeveloper during the construction of the Residential Project.
- (c) <u>Pedestrian Access and Safety</u>. The Township acknowledges that for safety reasons, the sidewalks adjacent to the Residential Property may need to be closed from time to time during construction of the Residential Project. Notwithstanding the foregoing, the Residential Project Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. The Residential Project Redeveloper shall supply to the Township's Building Department plans and specifications providing for pedestrian safety at the Residential Project as applicable. The Residential Project Redeveloper shall keep the sidewalks abutting the Residential Property clean and free of debris, ice and snow during the construction of the Residential Project.
- (d) <u>Construction Parking.</u> The Residential Project Redeveloper shall require the parking of construction vehicles to be onsite. However, in the event that parking for all construction vehicles cannot be accommodated onsite, the Residential Project Redeveloper shall make arrangements with the Township's Construction Official and the Township's Police Department for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Residential Property itself. The Township agrees to have the Township place, from time to time, temporary "emergency, no parking" signs on the adjacent streets as reasonably requested by the Residential Project Redeveloper to accommodate the Residential Project Redeveloper's construction activities.
  - (e) Preconstruction Meeting. There shall be a preconstruction meeting held at least

seven (7) days prior to the Commencement of Construction of the Residential Project, which meeting shall include the Township's Construction Official, the Township's Engineer, a representative from the Township's Police Department, a representative from the Township's Fire Department and representatives from the various utility companies.

- Obligation to Conduct Traffic Analysis and Construct Required Off Tract Improvements: In accord with the requirements of Section 4.5 of the Redevelopment Plan, Residential Project Redeveloper has undertaken a Traffic Impact Study ("TIS") for the entire Hartz Project as part of the Site Plan Application. The Township traffic consultant and Residential Project Redeveloper met with the Union County Planning and/or Traffic department (which has jurisdiction over Walnut Avenue) and have incorporated the requirements of the Union County traffic and planning departments into the scope of the TIS. In consultation with the Union County traffic department and Township traffic engineer, Residential Project Redeveloper shall locate its curb openings on Walnut Avenue serving the Hartz Project in accord with the directions and requirements of Union County. Residential Project Redeveloper shall submit the TIS in conjunction with its Site Plan Application and its application to the Union County Planning Board for curb opening approval. Residential Project Redeveloper shall undertake those reasonable and necessary street improvements required to mitigate traffic associated with the Hartz Project as depicted in the Off-Tract Improvement Plan attached hereto and incorporated therein as Exhibit C ("Off Tract Improvements"). Any Off-Tract Improvements required in conjunction with the development of the Hartz Project shall be subject to the acquisition by the Township or County of any and all easements, licenses, and other rights necessary for Residential Project Redeveloper to construct the Off-Tract Improvements. In conjunction with the requirements for Off Tract Improvements noted above, Residential Project Redeveloper shall make the Hartz Project Traffic Improvements as specified in the Redevelopment Plan, depicted in Exhibit C, at Residential Project Redeveloper's sole cost and expense, to ensure safe and efficient traffic circulation for the Residential Project. The Hartz Project Traffic Improvements shall be constructed as part of the Commercial Project construction in accord with the separate Redeveloper Agreement with 750 Walnut Avenue Logistics, LLC. The priority of construction and implementation of the Off Tract Improvements will be evaluated and approved by the Planning Board during the Site Plan Application. The Off Tract Improvements may be constructed in phases in the discretion of the Planning Board, but shall not be a pre-condition of issuance of a building permit.
- Residential Project Redeveloper will design and construct all on site infrastructure and other improvements in a workmanlike manner and in accordance with all applicable laws and regulations, as well as the requirements of the Township's Redevelopment Plan. The Residential Project Redeveloper and Township agree that the Residential Project Redeveloper shall be solely responsible to undertake the appropriate measures to construct all on site internal improvements associated with the Residential Project, in accordance with the Site Plan Approval for the Hartz Project, including the construction of the open space and recreational amenities as required under the Redevelopment Plan associated with the Residential Project and Residential Property. Residential Project Redeveloper shall construct the site improvements and landscaping improvements depicted in the Community Park Concept Plan attached hereto and incorporated herein as Exhibit B associated with the Residential Project and Residential Property and to make the Community Park Concept Plan Improvements available for the benefit of the public following

completion of the Community Park Concept Plan Improvements with the Residential Project construction schedules. Residential Project Redeveloper shall grant a license to the Township for the benefit of the public using the Community Park Concept Plan Improvements. The Township agrees to provide General Comprehensive Property and Liability insurance in naming Residential Project Redeveloper as an additional insured and at coverage limits acceptable to Residential Project Redeveloper.

- 5.17 Stormwater Management Plan Maintenance Bond: In the event Residential Project Redeveloper does not comply or show evidence of compliance within 60 days of written notice, with the stormwater maintenance plan for the stormwater management measures incorporated into the design of any phase of the Project, the Township may require the Developer to obtain and provide the Township a maintenance bond for the maintenance and upkeep of the Project's Stormwater Management Plan, which bonds may be individual for each phase of the Project, or consolidated and/or replaced with a single bond for all phases of the Project.
- Issuance of a Certificate of Completion: Upon completion of the Residential Project, and only after completion of the Commercial Project in accord with Section 5.11 of the Commercial Project Redevelopment Agreement, Residential Project Redeveloper may request and the Township shall promptly issue a Certificate of Completion, in recordable form, which shall acknowledge that Residential Project Redeveloper has completed performance of all of its duties and obligations under this Agreement and all other agreements referred to herein and/or annexed hereto with respect to the Residential Project, in accordance with the requirements of this Agreement. The Township shall evidence completion of the Residential Project by issuing a certificate of the Township in recordable form ("Certificate of Completion") accepting the terms of a certificate of the Residential Project Redeveloper stating that: (a) the Residential Project Redeveloper has substantially completed the portion of the Residential Project for which the Certificate of Completion is being requested in accordance with the final Site Plan approval, and (b) the Residential Project Redeveloper has obtained a temporary or permanent Certificate of Occupancy and other permissions required, if any, of governmental authorities or agencies for the occupancy and use of the Residential building(s), as the case may be. If the reason for the refusal to issue a Certificate of Completion is confined to the immediate availability of specific minor finish items, the Township will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Residential Project Redeveloper with the Township in an amount representing the fair value of the work not yet completed. If the sole reason for the refusal to issue a Certificate of Occupancy or Certificate of Completion is a dispute over municipal charges due from Residential Project Redeveloper, the Township will issue the certificate(s) in question if Residential Project Redeveloper deposits the disputed amount into escrow.

#### ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

- 6.1 **Events of Default**: The Residential Project Redeveloper shall be deemed in default of the obligations under the Redevelopment Agreement as amended upon the occurrence of either of the following events:
- (a) The Residential Project Redeveloper fails to construct the Residential Project in accordance with the Redevelopment Plan, the Redevelopment Agreement as amended, any and all approvals granted by the Planning Board, or fails to perform any of the covenants, conditions

and obligations contained in the Redevelopment Agreement as amended.

- (b) The Residential Project Redeveloper shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or said appointment being without consent of the Redevelopment Entity; or the Residential Project Redeveloper has made a general assignment for the benefit of creditors; or a voluntary or involuntary petition for bankruptcy has been filed.
- 6.2 Remedies on Default: The Township may cancel the Redevelopment Agreement as amended, and designate a new redeveloper, in the event the Residential Project Redeveloper fails to correct any default within ninety (90) days of receipt of written notice of default being provided by the Township. If the default is such that it cannot be corrected within 90 days, then the Residential Project Redeveloper must begin to correct the default within the 60 day period and continue to cure the default within such period of time as the Parties agree is reasonable for the diligent cure of the default. The Residential Project Redeveloper shall take whatever action at law or in equity as Residential Project Redeveloper may deem necessary or desirable to enforce the performance or observance of any rights or remedies of Residential Project Redeveloper, or any obligations, agreements, or covenants of the Township under this Agreement, including an action for specific performance and/or actual, compensatory damages or termination of this Agreement, in the event the Township fails to correct any default within 60 days of receipt of written notice of default being provided by the Residential Project Redeveloper. If the default is such that it cannot be corrected within 60 days, then the Township must begin to correct the default within the 60 day period and continue to cure the default within such period of time as the Parties agree is reasonable for the diligent cure of the default.

#### **ARTICLE VII - COOPERATION AND COMPLIANCE**

- 7.1 Implementation of The Redevelopment Agreement: The Parties agree to use reasonable good faith efforts to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of the Redevelopment Agreement. The Township shall cooperate with the Residential Project Redeveloper and use its reasonable good faith efforts to expeditiously move site plan applications forward and to help the Residential Project Redeveloper obtain outside agency approvals. If the Township must utilize the services of outside professionals to cooperate, the cooperation is contingent upon Residential Project Redeveloper bearing those reasonable costs and reasonable expenses in accordance with N.J.S.A. 40:55D-53.2. Prior to the Township taking any action that would subject the Residential Project Redeveloper to any additional cost or expense under this section, the Township shall, if practicable, provide the Residential Project Redeveloper with a good faith estimate of such reasonable costs, and obtain Residential Project Redeveloper's written approval. Township shall provide Residential Project Redeveloper all applicable Township professional billing rates. If there any changes to said billing rates, the Township shall provide Residential Project Redeveloper written notice of same.
- 7.2 **Enforcement of Redevelopment Agreement as Amended**: The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take

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all necessary actions to assure compliance with the terms of the Redevelopment Agreement as amended.

#### ARTICLE VIII- NOTICES

8.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by email with evidence of reading, facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, an email or facsimile delivery shall be provided. All Notices shall be deemed delivered upon receipt or rejection, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO REDEVELOPER: 750 Walnut Avenue Residential Urban Renewal.

LLC

James P. Rhatican, Esq.

Vice President, Land Use and Development

Assistant General Counsel

500 Plaza Drive

Secaucus, New Jersey 07096

WITH COPIES TO: 750 Walnut Avenue Residential Urban Renewal.

LLC

General Counsel 500 Plaza Drive

Secaucus, New Jersey 07096

AND TO

Henry Kent-Smith, Esq. Jeffrey R. Chang, Esq. Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive

Lawrenceville, NJ 08648-2311 Hkent-smith@foxrothschild.com

609-896-4584

#### TO THE TOWNSHIP OF CRANFORD:

Township of Cranford 8 Springfield Avenue Cranford, NJ 07016 Attn: Township Administrator

#### WITH COPIES TO:

Michael J. Ash, Esq. Carlin, Ward, Ash & Heiart, LLC 25B Vreeland Road, Suite 203 Florham Park, NJ 07932

AND TO:

Ryan Cooper, Esq. Cooper, LLC 108 N. Union Ave., Suite 4 Cranford, NJ 07016

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

#### ARTICLE IX – MISCELLANEOUS

- 9.1 **Severability**: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause, or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- 9.2 Successors Bound: The provisions of the Redevelopment Agreement as amended shall run with the land, and the obligations and benefits thereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of the Redevelopment Agreement as amended.
- 9.3 **Governing Law**: The Redevelopment Agreement as amended shall be governed by and construed by the laws of the State of New Jersey.
- 9.4 **No Modification**: The Redevelopment Agreement as amended may not be modified, amended, or altered in any way except by a writing signed by each of the Parties.
- 9.5 **Recording**: It is intended that this Agreement will be recorded in the Clerk's Office of Union County by the Residential Project Redeveloper, along with a copy of the original Redevelopment Agreement.

- 9.6 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- 9.7 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that the Redevelopment Agreement as amended contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- 9.8 Interpretation: In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as the Residential Project Redeveloper and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township. In the event there is a disparity between the terms of the Financial Agreement and this Agreement, the terms in this Agreement will control.
- 9.9 Non-Assignment of Rights: Except as provided in Section 9.10 below, the Residential Project Redeveloper shall not assign the Redevelopment Agreement as amended, or any rights, duties, obligations or liabilities without first securing written consent by the Township as the Redevelopment Entity, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the Township as Redevelopment Entity shall be entitled to receive an application from Residential Project Redeveloper requesting the assignment of a portion of Residential Project Redeveloper's obligations hereunder to develop portions of the Residential Project, and such application shall include information concerning the financial strength and the professional real estate development experience of the proposed assignee, along with such other information and references the Township in its reasonable discretion may request in order to properly establish the qualifications of the proposed assignee to carry out its responsibilities under this Redevelopment Agreement. The Residential Project Redeveloper shall have the right to admit additional members to the entity constituting the Residential Project Redeveloper, unless such admission of additional members results in change in more than 49% of the effective control of the Residential Project Redeveloper, in which case, such transaction shall be subject to the provisions of Section 9.10 below.
- 9.10 **Permitted Transfers:** The Residential Project Redeveloper may affect the following transfers:
  - 9.10.1 Permitted Transfers. The Residential Project Redeveloper may affect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township (the "Permitted Transfers"): (a) a mortgage or related security (including conditional assignments to mortgagees or holders of a mortgage interest required as a condition to the closing of the financing so secured) granted by Residential Project Redeveloper to a holder of a mortgage interest for the sole purpose of financing the costs associated with, or incurred in connection with the acquisition, development and construction of the Project; (b) the encumbrances and

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restrictions imposed by any required Deeds, <u>provided</u> that such encumbrances and restrictions shall be in compliance and consistent with the Plan and this Agreement; (c) utility and other development easements (d) transfer of completed nonresidential space to end users, by deed or lease; (e) affiliates of the Residential Project Redeveloper, and (f) as may be required by law

- 9.10.2 Notice of Permitted Transfers. With respect to any Permitted Transfer, Residential Project Redeveloper shall provide to the Township written notice at least ten (10) days prior to any such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee party and any parties, individuals and/or entities comprising the transferee party.
- 9.10.3 Transfers of Interests in Which Control is Transferred. With the express prior written consent of the Township, which consent shall not unreasonably be withheld, conditioned or delayed if Residential Project Redeveloper complies with the requirements of this Article and submits all information set forth herein, Residential Project Redeveloper may effect a Transfer of title to all or a portion of the Residential Project to a transferee that has the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by Township, to fulfill the obligations to be undertaken in this Agreement by Residential Project Redeveloper. As part of the Township's consideration of any Transfer pursuant to this Article, the proposed transferee must provide the following information and satisfy any other conditions as reasonably determined by the Township:
- (a) Evidence that the proposed transferee possesses the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement with respect to the Project by Residential Project Redeveloper and other obligations pursuant to Governmental Approvals, or any part of such obligations that may pertain to the transferred interest or the transferred portion of the Residential Project as determined from evidence of financial strength and experience on comparable projects and letters of recommendation from reputable parties with whom the prospective transferee has collaborated in connection with a comparable development, stating that the proposed transferee or assignee possesses the competence, financial strength and integrity to undertake the Residential Project or phase thereof.
- (b) Written documentation by the proposed transferee, in form and content reasonably satisfactory to the Township, for itself and its successors and assigns, and for the benefit of the Township, by which the proposed transferee (i) expressly assumes all of the obligations of Residential Project Redeveloper under this Agreement applicable to the property interest conveyed with such sale, assignment or Transfer and (ii) agrees to be subject to all the conditions and restrictions to which Residential Project Redeveloper is subject under this Agreement, including restrictions regarding the right to subsequent Transfers.
- (c) Attached hereto as **Exhibit D** is a schedule providing the ownership of the Residential Project Redeveloper, including the names and address of all persons and entities owning 10% or more of the interest in the Residential Project Redeveloper as of the date of this Agreement. For all entities owning 10% or more interest in Residential Project Redeveloper, **Exhibit D** shall also indicate the names and addresses of such individuals owning 10% or more

of the interest in such entities.

- 9.11 **Schedules**: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
- 9.12 **Entire Agreement:** The Redevelopment Agreement together with this Agreement as amended constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.
- 9.13 **Effective Date**: Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
- 9.14 Force Majeure Events. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of any of the following acts, events or conditions or any combination thereof ("Force Majeure Events") that (i) have had or may reasonably be expected to have a material, adverse effect on the rights or obligations of the parties to this Agreement and (ii) are beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:
  - (a) An act of God, lightning, blizzards, earthquake, acts of a public enemy, war, including the present Russian Ukrainian War, terrorism, blockade, freight embargoes, epidemics, insurrection, economic emergency, riot or civil disturbance, sabotage or similar occurrence; but not including reasonably anticipated weather conditions for the geographic area of the Residential Project other than those set forth above, with such events being required to materially impair a party's ability to fulfill its obligations hereunder through materials or labor shortage;
  - (b) A fire, explosion, flood, or similar occurrence not created by an act or omission of the party relying thereon;
  - (c) The order, judgment, action and/or determination of any federal, State or local court, administrative agency or governmental authority with jurisdiction within the Township, excepting decisions interpreting federal, State and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the Residential Project, including any moratorium imposed on the Project or applicable phase, which moratorium prohibits or impairs the Residential Project Redeveloper with respect to performance of its obligations herein; provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon and that neither the contesting of any such order, judgments, action

- and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;
- (d) The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any Governmental Approval which is required for the Residential Project (as evidenced by written notices from the governmental authority having jurisdiction over such matter), or any third party challenge to any Governmental Approval, but (i) any such suspension, termination, interruption, denial or failure of renewal or issuance, or any third party appeal of an approval shall not be the result of the action or inaction of the party relying thereon and (ii) neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party; and/or
- (e) Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same, including disruption to supply chain delivery of materials.

IN WITNESS V	WHEREOF, the	Parties hereto	have caused	this Agreement	t to the
Redevelopment Agreeme	ent to be properly	executed and	their corporate	seals where ap	plicable
affixed and attested to thi	s day of	, 20	22.		

TOWNSHIP OF	CRANFORD	Witness/Attest:
Ву:	<del></del>	
Dated:, 7	2022	
750 WALNUT A	VENUE URBAN RENEWAL, L	LC Witness/Attest:
Ву:		
Dated:,	2022	

# EXHIBIT A REDEVELOPMENT CONCEPT SITE PLAN

### **EXHIBIT B**

## **Community Park Concept Plans**

### **EXHIBIT C**

**Project Traffic Improvements Concept Plan and Schedule** 

**EXHIBIT D** 

## **Schedule of Ownership**

**EXHIBIT E** 

## Form of Declaration of Covenants and Restrictions

# EXHIBIT F PROJECT SCHEDULE

## REDEVELOPMENT AGREEMENT FOR 750 WALNUT CRANFORD COMMERCIAL PROJECT, 750 WALNUT REDEVELOPMENT AREA, CRANFORD TOWNSHIP, NEW JERSEY

THIS REDEVELOPMENT AGREEMENT (hereinafter "Agreement") made this day of June, 2022 by and between

Township of Cranford, a municipal corporation organized under the Constitution and Laws of the State of New Jersey, with an address at Cranford Township Municipal Building, 8 Springfield Avenue, Cranford NJ 07016 (hereinafter the "Township" or the "Redevelopment Entity");

And

**750 WALNUT AVENUE LOGISTICS LLC**, a limited liability company organized under the laws of the State of New Jersey and having an address c/o Hartz Mountain Industries, 500 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515 (hereinafter the "Commercial Project Redeveloper").

Collectively, the Township and the Commercial Project Redeveloper shall be referred to as the "Parties."

WHEREAS, on or about June, 2018, the Township filed a declaratory judgment action with the court for review and approval of the Township's Affordable Housing Plan, including the calculation of the Township's affordable housing obligation and the mechanisms by which the Township would satisfy that obligation (the "DJ Action"), which DJ Action bore docket number UNN-L-3976–18; and

WHEREAS, Hartz Mountain Corporation, LLC ("Hartz") intervened in the Township DJ Action to assert that its property located at 750 Walnut Avenue be included as an inclusionary development site to aid the township in satisfying its regional fair share of gap and prospective affordable housing need; and

WHEREAS, the Township and Hartz negotiated and agreed to a settlement of the Hartz intervention, which settlement is memorialized by a Memorandum of Understanding dated December 21 2020 ("Settlement") whereby the Hartz property, known as 750 Walnut Avenue Block 541, Lot 2 on the Tax Map of Cranford Township ("Property"), was included in the Township's affordable housing compliance plan to permit the realistic development opportunity for redevelopment of a portion of the Property for an inclusionary development of 250 total units, of which thirty eight (38) affordable housing units would be set aside for low and moderate income households (the "Residential Project"), and a proposal to redevelop a second contiguous parcel of the Property for up to 250,000 ft. of nonresidential uses (the "Commercial Project", and collectively with the Residential Project, the "Hartz Project"); and

WHEREAS, on May 4, 2021, the Court entered an amended final order granting the Township a "Judgment of Compliance and Repose", which judgment included the endorsement of

the Settlement and the Housing Element and fair share plan, which included the Settlement and Property as an inclusionary housing site, and which Judgment provides the Township with immunity from Mount Laurel lawsuits through June 30, 2025; and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law of the State of New Jersey, N.J.S.A. 40A:12A-1 et seq. (hereinafter the "Redevelopment Law"), the Township directed the Cranford Township Planning Board (hereinafter the "Planning Board") to conduct a preliminary investigation to determine if the area located within the boundaries of Block 541, Lot 2 (the "Study Area") qualified as a redevelopment area in accordance with the Redevelopment Law; and

WHEREAS, the Planning Board conducted the preliminary investigation memorialized by a Redevelopment Study, and held a public hearing and determined that the Study Area was indeed in need of redevelopment with condemnation power by Resolution 2020-356 dated November 10, 2020; and

WHEREAS, the Township adopted an ordinance creating the Redevelopment Area (hereinafter the "Redevelopment Area"), and created the 750 Walnut Avenue Redevelopment Plan (the "Redevelopment Plan") on December 14, 2021 to govern development in the Redevelopment Area as amended on March 8, 2022; and

WHEREAS, the Redevelopment Plan governs property known as Block 541, Lot 2 on the Tax Map of Cranford Township, which redevelopment plan incorporates the design requirements and conditions for the redevelopment of the Property for the Hartz Project; and

WHEREAS, in contemplation of the redevelopment of the Property pursuant to the Redevelopment Plan and this Agreement, Hartz has terminated the existing condominium form of ownership of the existing structures located on the Property and has commenced demolition of these structures; and

WHEREAS, the Redevelopment Plan established separate subdistricts within the Redevelopment Area known as "Subdistrict 1 - Residential," consisting of approximately 15 acres of the southern portion of the Property (the Residential Property"), and the "Subdistrict 2 - Commercial/Industrial" consisting of approximately 15 acres of the northern portion of the Property (the "Commercial Property") to be formally created by subdivision; and

WHEREAS, the Residential Project shall be approved and constructed pursuant to a separate Redevelopment Agreement with 750 Walnut Avenue Residential Urban Renewal, LLC, an affiliate of Hartz; and

WHEREAS, the Commercial Project Redeveloper shall be the developer of the proposed commercial center providing modern flexible commercial spaces". The Commercial Project improvements shall consist of two (2) commercial buildings with 250,000 square feet of space, on-site parking spaces, together with related on-site and off-site improvements, landscaping and other obligations as further described in this Agreement; and

WHEREAS, Commercial Project Redeveloper proposes to complete the Commercial Project in accordance with the concept plans, elevations and renderings entitled "750 Walnut" prepared by Stonefield Engineering, attached hereto as Exhibit A (the "Concept Site Plan"), subject to minor deviations resulting from full engineering of the Commercial Project; and

WHEREAS, as part of the Commercial Project, Commercial Project Redeveloper have agreed to make the site improvements and landscaping improvements for the Commercial Project ("Commercial Project Site Improvements") as shown on the concept plan entitled "Walnut Street Community Park Concept Plan" prepared by Arterial, dated October 21, 2021, attached hereto as Exhibit B (the "Community Park Concept Plan", together with the Concept Site Plan, the "Concept Plans") and to make the Community Park Concept Plan Improvements available for the benefit of the public following completion of the Community Park Concept Plan Improvements in accordance with the terms and conditions of this Agreement; and

WHEREAS, as part of the Hartz Project, Commercial Project Redeveloper has agreed to make on- site and off- site traffic improvements, at Commercial Project Redeveloper's cost and expense, to ensure safe and efficient traffic circulation for the Project and to mitigate any adverse traffic impacts in surrounding neighborhoods ("Hartz Project Traffic Improvements"). The Hartz Project Traffic Improvements are recommended by the Township's Traffic Engineer and shown on the Traffic Plan entitled "Walnut Street Traffic Plan" prepared by Colliers Engineering, attached hereto as Exhibit C (the "Hartz Project Traffic Improvements Concept Plan"); and

WHEREAS, the Township has determined that the Commercial Project Redeveloper possesses the proper qualifications and experience to implement and complete the Commercial Project in accordance with the Redevelopment Plan, and all other Applicable Laws (as such term is hereinafter defined), ordinances and regulations; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Commercial Project, and the redevelopment of the Commercial Project Area, the Town has determined to enter into this Redevelopment Agreement with the Commercial Project Redeveloper, which Redevelopment Agreement (i) designates 750 WALNUT AVENUE LOGISTICS, LLC as the "redeveloper" of the Commercial Project and (ii) provides for the construction of the Commercial Project Site Improvements and Commercial Project Traffic Improvements by the Commercial Project Redeveloper, and specifies the respective rights and responsibilities of the Town and the Commercial Project Redeveloper with respect to the Commercial Project.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

#### **ARTICLE I- PURPOSE**

1.1 The purpose of this Agreement is to facilitate the construction on the subject Property of the Commercial Project, as defined in Section 2.2 below.

#### ARTICLE II- THE PROPERTY AND THE PROJECT

- 2.1 **The "Commercial Property":** The Commercial Property is an approximately 15 acre lot that fronts on 750 Walnut Avenue, a public county road and is situated in the C-3 zone, as depicted on Exhibit A.
- 2.2 The "Commercial Project": The Commercial Project that is the subject of this Agreement consists of the Subdistrict 2 development of the Commercial Property consisting of two (2) commercial buildings, collectively containing up to 250,000 sf. and to be occupied by commercial uses, with construction of related onsite and offsite improvements such as stormwater facilities, landscaping, an open space area with recreational amenities and parking, and traffic mitigation improvements all as depicted conceptually on Exhibit A, Exhibit B and Exhibit C.
- 2.3 The Commercial Project Redeveloper will ensure that the Commercial Project shall conform to the Redevelopment Plan.

#### **ARTICLE III – REPRESENTATIONS AND WARRANTIES**

- 3.1 <u>Designation as Redeveloper</u>. The Township hereby designates and appoints **750 WALNUT AVENUE LOGISTICS**, **LLC** as the "redeveloper" of the Commercial Project. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Commercial Project Redeveloper shall have the exclusive right to redevelop the Commercial Project in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement
- 3.2 <u>Representations and Warranties of the Township.</u> The Township hereby makes the following representations and warranties:
- (a) The Redevelopment Area has been duly investigated and designated as an area in need of redevelopment in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;
- (b) The Redevelopment Plan has been duly adopted in compliance with the Redevelopment Law and all Applicable Laws and is currently in full force and effect;
- (c) The Township Committee is the redevelopment entity for the Township, is duly organized and existing under the laws of the State, and as such, has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;
- (d) The Township has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;

- (e) To the best of the Township's knowledge, there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Town entering into or performing its obligations under this Redevelopment Agreement;
- (f) This Redevelopment Agreement has been duly executed by the Township, and is valid and legally binding upon the Town and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Town is a party;
- (g) The Township represents that, to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Town pursuant to the Redevelopment Plan or Redevelopment Agreement; and
- (h) The uses of the Commercial Project, as contemplated by this Redevelopment Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.
- 3.3 <u>Representations and Warranties of Redeveloper.</u> The Commercial Project Redeveloper hereby makes the following representations and warranties:
- (a) The Commercial Project Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the Effective Date;
- (b) The Commercial Project Redeveloper is duly organized and validly existing legal entities under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Commercial Project Redeveloper's behalf.
- (c) No receiver, liquidator, custodian or trustee of the Commercial Project Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Commercial Project Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Commercial Project Redeveloper shall have been filed as of the Effective Date;
- (d) No adjudication of bankruptcy of the Commercial Project Redeveloper or a filing for voluntary bankruptcy by a Commercial Project Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statue that is applicable to the Commercial

Project Redeveloper has been filed;

- (e) No indictment has been returned against the Commercial Project Redeveloper or any officer or shareholder of the Commercial Project Redeveloper;
- (f) The Commercial Project Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of the Commercial Project Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Commercial Project Redeveloper is a party;
- (g) To Commercial Project Redeveloper's actual knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by the Commercial Project Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Commercial Project Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;
- (h) The Commercial Project Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any agreement, mortgage, indenture, instrument or judgment, to which the Commercial Project Redeveloper is a party;
- (i) To the best of the Commercial Project Redeveloper's knowledge and belief after diligent inquiry, all information and statements included in any information submitted by Commercial Project Redeveloper to the Township and its agents are true and correct in all material respects including, but not limited to, information setting forth Commercial Project Redeveloper's background and experience. The Commercial Project Redeveloper acknowledges that the facts and representations contained in the information, submitted by the Commercial Project Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement; and
- (j) To the best of the Commercial Project Redeveloper's knowledge and belief after diligent inquiry, the Commercial Project Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township.
- (k) The Commercial Project Redeveloper shall not make any arguments relative to the Commercial Property's creation of Realistic Development Potential ("RDP") and/or treatment as an RDP Site as opposed to an unmet need mechanism in Round 3 or any subsequent affordable housing Round in the future. Further, the Commercial Project Redeveloper shall not apply for or request an upward deviation of the Maximum Dwelling Units permitted on

Subdistrict 1 pursuant to Redevelopment Plan Section 4.A.2.a., which is 250 units; nor shall the Commercial Project Redeveloper apply for or request the construction of any dwelling units on Subdistrict 2.

#### <u>ARTICLE IV – COVENANTS AND RESTRICTIONS</u>

- 4.1 <u>Declaration of Covenants and Restrictions</u>. The Commercial Project Redeveloper will record the Declaration of Covenants and Restrictions with the Union County Clerk's Office, at Commercial Project Redeveloper's expense, immediately upon execution of this Agreement.
- 4.2 <u>Description of Covenants.</u> The following covenants and restrictions are imposed upon the Commercial Project Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project, or applicable phase thereof, except as otherwise provided:
- (a) Commercial Project Redeveloper shall develop, finance, construct, operate and maintain the Commercial Project on the Commercial Property in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and time frames set forth in the Redevelopment Agreement.
- (b) Excepting Permitted Transfers ("Permitted Transfers"), Commercial Project Redeveloper shall not make a Transfer without the written consent of the Township, which consent shall not be unreasonably withheld, conditioned or delayed,
- (c) Commercial Project Redeveloper shall, in connection with its use or occupancy of the Commercial Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Commercial Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Commercial Project Redeveloper and its successors and assigns shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.
- (d) Commercial Project Redeveloper shall, upon Completion of Construction, obtain all Certificates of Occupancy ("CO") required authorizing the occupancy and uses of the Commercial Property for the purposes contemplated in the Redevelopment Agreement. Prior to the issuance of a CO, Commercial Project Redeveloper may apply for a Temporary Certificate of Occupancy for the Commercial Building to the extent required to permit any tenant fit out for individual units within the building prior to the issuance of a final CO.
- (e) The Commercial Project Redeveloper shall cause the Commercial Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.
  - (f) The Commercial Project Redeveloper shall not encumber, hypothecate or

otherwise use the Commercial Project Area, or any part thereof as collateral for any transaction unrelated to the Project.

- (g) Commercial Project Redeveloper shall promptly pay the Township Costs, as defined in in an Escrow Agreement dated June 1, 2022 below and any and all taxes, service charges or similar obligations when owed to the Township with respect to the Commercial Project. The Township acknowledges that the Commercial Project and the Residential Project shall be approved as a single Hartz Project. The Township agrees that Commercial Project Redeveloper may allocate Township Costs between the Commercial Project and the Residential Project, as provided in the separate Redeveloper Agreement with 750 Walnut Avenue Residential Urban Renewal, LLC.
- (h) The Commercial Project Redeveloper shall not make any arguments relative to the Commercial Property's creation of Realistic Development Potential ("RDP") and/or treatment as an RDP Site as opposed to an unmet need mechanism in Round 3 or any subsequent affordable housing Round in the future. Further, the Commercial Project Redeveloper shall not apply for or request an upward deviation of the Maximum Dwelling Units permitted on Subdistrict 1 pursuant to Redevelopment Plan Section 4.A.2.a., which is 250 units; nor shall the Commercial Project Redeveloper apply for or request the construction of any dwelling units on Subdistrict 2.
- 4.3 Form of Declaration of Covenants and Restrictions. The covenants and restrictions in Section 3.2 shall be recorded substantially in the form of a Declaration of Covenants and Restrictions annexed hereto as Exhibit E.
- Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 4.2 shall be covenants running with the land. All covenants in Section 4.2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Commercial Project Redeveloper, their successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Commercial Project or any part thereof. The agreements and covenants set forth in Section 4.2 shall cease and terminate as to the Commercial Project automatically and without further action upon the issuance of a Certificate of Completion, except for those covenants which survive in accordance with the terms of the Declaration. Within thirty (30) days following the request of Commercial Project Redeveloper or any successor owner at any time after the issuance of a Certificate of Completion for the Commercial Project, the Township shall execute and deliver a discharge of the Declaration of Covenants and Restrictions in recordable form for the portion of the Commercial Project so completed.
  - 4.5 Enforcement by Township. In amplification, and not in restriction of the

provisions of this Article 4, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 4.2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

#### 4.6 <u>Township Covenants.</u> The Township hereby covenants and agrees that:

- The Township shall fully and diligently cooperate with the Commercial Project Redeveloper to ensure that all Governmental Approvals are obtained for the Commercial Project. Furthermore, the Township agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Agreement, and to execute and deliver any documents required to obtain such approvals and otherwise to cooperate with the Commercial Project Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 4.6(a) shall be deemed: (i) to constitute an approval of all or any portion of the Commercial Project for which applications have been submitted or are required or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Township shall (A) request that all agencies of the Township having jurisdiction over any of the Governmental Approvals expedite the processing of all applications for Governmental Approvals, (B) schedule, convene and conclude all required public hearings in a manner consistent with Applicable Laws, without undue delay, and (C) cause all of the planners, engineers and other consultants engaged by the Township and the Township to review and comment on all submittals by the Commercial Project Redeveloper in an expeditious manner and request that all planners, engineers and other consultants engaged by the Township, the Township or any of the Township's other agencies, review and comment on all submittals by the Commercial Project Redeveloper in an expeditious manner.
- (b) The Township shall undertake and complete, with due diligence, all of its obligations under this Redevelopment Agreement.
- (c) The Township shall not amend or cause the amendment of the Redevelopment Plan with respect to the Property in a manner that materially, adversely affects the Commercial Project Redeveloper or the Commercial Project during the term of this Agreement without the prior written consent of the Commercial Project Redeveloper.
- (d) The Commercial Project Redeveloper have been designated as the exclusive redeveloper of the Commercial Property and shall have the exclusive right and obligation to redevelop the Commercial Property and implement the Commercial Project in accordance with the terms and conditions of this Redevelopment Agreement.

#### **ARTICLE V - AGREED UPON TERMS AND CONDITIONS**

- 5.1 The Township acknowledges that the Commercial Project and the Residential Project shall be approved as a single Hartz Project. The Commercial Project Redeveloper agrees to develop the Commercial Property in accordance with this Agreement, the Township's Redevelopment Plan, and the terms and conditions of any Resolution of Approval granted by the Planning Board. Notwithstanding the foregoing, the parties acknowledge that the Commercial Project has been fully engineered and agree that changes may be necessary during the Planning Board site plan review process. The Township agrees to such reasonable changes as may be necessitated by the engineering to conform with and achieve the intent of the Redevelopment Plan. The Township approves the Concept Plans and finds the Concept Plans to be in compliance with the Redevelopment Plan. Any amendment to the Concept Plans, other than minor deviations necessitated by full engineering of the Commercial Project, shall be submitted to Annie Hindenlang, P.P. of Topology as the Mayor's designee for approval, which approval shall not be unreasonably withheld, conditioned or delayed, unless such amendment shall be noncompliant with the Redevelopment Plan, in which case, such amendment to the Concept Plans shall be submitted to the Governing Body for approval together with a request to amend the Redevelopment Plan as necessary.
- 5.2 The Commercial Project Redeveloper agrees to file, within two (2) months of the Effective Date of this Redevelopment Agreement and the finding of site plan conformity by the Township Committee an application for preliminary site plan and subdivision approval for the Hartz Project, inclusive of the Commercial Project in accord with the Redevelopment Plan, except for such relief as permitted by the Plan and the Planning Board in its review of the application, in general accord with the Hartz Project graphically depicted on the Concept Site Plan attached hereto as Exhibit A ("Site Plan Application"). Commercial Project Redeveloper shall also file for and seek to secure any ancillary development permits and approvals as may be necessary and appropriate for the purpose of obtaining any and all final and unappealable governmental approvals required to complete the Commercial Project, including but not limited to, water and sewer allocation and connection permits, approvals from the Union County Planning Board, Union County Soil Erosion and Soil Conservation, sanitary sewer and potable water permits, if required; environmental approvals, if necessary; and any and all other necessary permits, licenses, consents and approvals ("Ancillary Applications") (hereinafter collectively called the "Governmental Applications"). All the Governmental Applications shall be in conformity with the Plan, as amended, this Agreement and any and all Federal, State, County, and municipal statutes, laws, ordinances, rules, and regulations applicable thereto, subject to the Redevelopment Law. The Commercial Project Redeveloper shall diligently and continuously prosecute the Governmental Applications, including any resubmissions or reasonable and necessary plan changes as may be required to secure approval of the Governmental Applications. The Township shall use reasonable efforts to fully cooperate with Commercial Project Redeveloper to facilitate obtaining approvals for all Governmental Applications, and a reasonable review by the Redevelopment Entity of all applications submitted by the Commercial Project Redeveloper. If such cooperation requires the Township to bear expenses for professionals, Commercial Project Redeveloper shall be responsible for such expenses as the Township may reasonably incur in its review of the Governmental Applications, by the posting of development review escrows in accordance with

#### N.J.S.A. 40:55D-53.2.

- 5.3 Commercial Project Redeveloper shall obtain final and unappealable approval of all Governmental Applications ("Government Approvals"), including the Township of Cranford Preliminary and Final Major Site Plan ("Site Plan Approval") necessary to start Construction of the Hartz Project within twenty four (24) months following execution of this Agreement. Commercial Project Redeveloper shall pay all site plan application fees and professional review escrow costs, inclusive of costs incurred pursuant to Article 5.2 above, as required by the Redevelopment Plan and Township Ordinances ("Township Costs"). The Township acknowledges that the Commercial Project and the Residential Project shall be approved as a single Project. The Township agrees that Commercial Project Redeveloper may allocate Township Costs between the Residential Project, as provided in the separate Redeveloper Agreement with 750 Walnut Avenue Residential Urban Renewal, LLC.
- 5.4 If Commercial Project Redeveloper is unable to obtain all of the Governmental Approvals within the 18 month time period specified below, subject to Force Majeure Events as defined below, Commercial Project Redeveloper may request in writing the Township's approval of a reasonable extension up to twelve (12) months, which approval shall not be unreasonably delayed, conditioned, or denied. The Township, in the exercise of its reasonable discretion, not to be unreasonably exercised, may grant further extensions for good cause upon written application by Commercial Project Redeveloper setting forth the status of the Governmental Approvals and the reasons for requesting additional time.

#### 5.5 Project Phasing and Construction Schedule:

Commercial Project Redeveloper shall commence construction of the Commercial Project improvements prior to commencement of construction of the Residential Project.

- (a) Within eighteen (18) months of the Effective Date, the Commercial Project Redeveloper shall obtain all Governmental Approvals required for the Commencement of Construction of the Commercial Project, including Planning Board Approvals.
- (b) Commercial Project Redeveloper shall use commercially reasonable efforts to Commence Construction of the Commercial Project within six (6) months after all Governmental Approvals are obtained.
- (c) Commercial Project Redeveloper shall use commercially reasonable efforts to Complete Construction of the Commercial Project on or before eighteen (18) months after the Commencement of Construction of the Commercial Project.

#### 5.6 Conditions Related to the Project Schedule.

(a) If, subject to the provisions of this Agreement, the Commercial Project Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project schedule set forth above, for any reason, the Commercial Project Redeveloper shall promptly provide notice to the Township stating:

- (i) the reason for the failure or anticipated failure,
- (ii) the Commercial Project Redevelopers' proposed method for correcting such failure,
  - (iii) the Commercial Project Redevelopers' proposal for revising the schedule and
- (iv) the method or methods by which the Commercial Project Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project schedule.

Commercial Project Redeveloper's proposed revisions to the Commercial Project schedule shall be subject to the Mayor's designee's approval, which shall not be unreasonably withheld, conditioned or delayed.

- (b) In the event that the Commercial Project Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to the Commercial Project Redeveloper in its sole discretion, then the Commercial Project Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Redevelopment Agreement is terminated pursuant to the terms of this Section 5.6(b) then except as expressly set forth in this Agreement to the contrary, this Redevelopment Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder, except that Commercial Project Redeveloper shall remain responsible for all Township Costs. If an appeal is taken or a Force Majeure Event occurs, all obligations under this Redevelopment Agreement shall be tolled during the pendency of such appeal or Force Majeure Event.
- (c) Construction activities shall generally be completed in accordance with the schedule of milestones set forth in the Construction Schedule except as modified in this Redevelopment Agreement. In the event there is any contradiction or discrepancy between this Redevelopment Agreement and the Construction Schedule, this Redevelopment Agreement shall control.

#### 5.7 Construction of the Commercial Project.

- (a) <u>Construction Hours.</u> Construction practices and hours shall be in accordance with applicable Town Ordinances.
- (b) <u>Maintenance</u>. Excepting construction materials and the like that are stored in an orderly manner, the Commercial Property will be kept free of debris on a regular basis by the Commercial Project Redeveloper; provided, however, subject to weather conditions and Force Majeure Events, the Commercial Project Redeveloper agrees to clean up the Commercial Project and Commercial Property within three (3) business days of a specific, reasonable request by the Township that the Commercial Project Redeveloper do so or the close of the following Business Day, whichever is later. Should Commercial Project Redeveloper fail to comply with this

obligation within the time stated, subject to weather or other force majeure event, then the Township may send the Commercial Project Redeveloper a second request, in writing, providing the Commercial Project Redeveloper with an additional twenty-four (24) hour period during which Commercial Project Redeveloper shall clean up the Commercial Property. Should Commercial Project Redeveloper fail to comply following the Township's second request, the Township may at its option undertake such maintenance and charge Commercial Project Redeveloper for the costs of same. The Commercial Project Redeveloper shall repair, at the Commercial Project Redeveloper's cost, any damage to the streets or sidewalks caused by the Commercial Project Redeveloper during the construction of the Commercial Project.

- (c) <u>Pedestrian Access and Safety</u>. The Township acknowledges that for safety reasons, the sidewalks adjacent to the Commercial Property may need to be closed from time to time during construction of the Commercial Project. Notwithstanding the foregoing, the Commercial Project Redeveloper will provide appropriate signage and crosswalks to ensure the continued flow of pedestrian traffic. The Commercial Project Redeveloper shall supply to the Township's Building Department plans and specifications providing for pedestrian safety at the Commercial Project as applicable. The Commercial Project Redeveloper shall keep the sidewalks abutting the Commercial Property clean and free of debris, ice and snow during the construction of the Commercial Project.
- (d) <u>Construction Parking.</u> The Commercial Project Redeveloper shall require the parking of construction vehicles to be onsite. However, in the event that parking for all construction vehicles cannot be accommodated onsite, the Commercial Project Redeveloper shall make arrangements with the Township's Construction Official and the Township's Police Department for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Commercial Property itself. The Township agrees to have the Township place, from time to time, temporary "emergency, no parking" signs on the adjacent streets as reasonably requested by the Commercial Project Redeveloper to accommodate the Commercial Project Redeveloper's construction activities.
- (e) <u>Preconstruction Meeting.</u> There shall be a preconstruction meeting held at least seven (7) days prior to the Commencement of Construction of the Commercial Project, which meeting shall include the Township's Construction Official, the Township's Engineer, a representative from the Township's Police Department, a representative from the Township's Fire Department and representatives from the various utility companies.
- 5.8 Obligation to Conduct Traffic Analysis and Construct Required Off Tract Improvements: In accord with the requirements of Section 4.5 of the Redevelopment Plan, Commercial Project Redeveloper has undertaken a Traffic Impact Study ("TIS") for the entire Hartz Project as part of the Site Plan Application. The Township traffic consultant and Commercial Project Redeveloper met with the Union County Planning and/or Traffic department (which has jurisdiction over Walnut Avenue) and have incorporated the requirements of the Union County traffic and planning departments into the scope of the TIS. In consultation with the Union County traffic department and Township traffic engineer, Commercial Project Redeveloper shall locate its curb openings on Walnut Avenue serving the Hartz Project in accord with the directions and requirements of Union County. Commercial Project Redeveloper shall submit the TIS in

conjunction with its Site Plan Application and its application to the Union County Planning Board for curb opening approval. Commercial Project Redeveloper shall undertake those reasonable and necessary street improvements required to mitigate traffic associated with the Hartz Project as depicted in the Off-Tract Improvement Plan attached hereto and incorporated herein as Exhibit C. ("Off Tract Improvements"). Any Off-Tract Improvements required in conjunction with the development of the Hartz Project shall be subject to the acquisition by the Township or County of any and all easements, licenses, and other rights necessary for Commercial Project Redeveloper to construct the Off-Tract Improvements. In conjunction with the requirements for Off Tract Improvements noted above, Commercial Project Redeveloper shall make the Hartz Project Traffic Improvements as specified in the Redevelopment Plan, depicted in Exhibit C, at Commercial Project Redeveloper's sole cost and expense, to ensure safe and efficient traffic circulation for the Project. The Hartz Project Traffic Improvements shall be constructed as part of Commercial Project construction. The priority of construction and implementation of the Off Tract Improvements will be evaluated and approved by the Planning Board during the Site Plan Application. The Off Tract Improvements may be constructed in phases in the discretion of the Planning Board.

- 5.9 Obligation to Provide Infrastructure and Other Improvements: The Commercial Project Redeveloper will design and construct all on site infrastructure and other improvements in a workmanlike manner and in accordance with all applicable laws and regulations, as well as the requirements of the Township's Redevelopment Plan. The Commercial Project Redeveloper and Township agree that the Commercial Project Redeveloper shall be solely responsible to undertake the appropriate measures to construct all on site internal improvements associated with the Commercial Project, in accordance with the Site Plan Approval for the Hartz Project, including the construction of the open space and recreational amenities as required under the Redevelopment Plan associated with the Commercial Project and Commercial Property. Commercial Project Redeveloper shall construct the site improvements and landscaping improvements depicted in the Community Park Concept Plan attached hereto and incorporated herein as Exhibit B associated with the Commercial Project and Commercial Property and to make the Community Park Concept Plan Improvements available for the benefit of the public following completion of the Community Park Concept Plan Improvements with the Commercial Project construction schedules. Commercial Project Redeveloper shall grant a license to the Township for the benefit of the public using the Community Park Concept Plan Improvements. The Township agrees to provide General Comprehensive Property and Liability insurance in naming Commercial Project Redeveloper as an additional insured and at coverage limits acceptable to Commercial Project Redeveloper.
- 5.10 Stormwater Management Plan Maintenance Bond: In the event Commercial Project Redeveloper does not comply or show evidence of compliance within 60 days of written notice, with the stormwater maintenance plan for the stormwater management measures incorporated into the design of any phase of the Project, the Township may require the Developer to obtain and provide the Township a maintenance bond for the maintenance and upkeep of the Project's Stormwater Management Plan, which bonds may be individual for each phase of the Project, or consolidated and/or replaced with a single bond for all phases of the Project.

- Issuance of a Certificate of Completion: Upon completion of the Commercial Project, and prior to any request for a Certificate of Completion for the Residential Project, Redeveloper may request and the Township shall promptly issue a Certificate of Completion, in recordable form, which shall acknowledge that Commercial Project Redeveloper has completed performance of all of its duties and obligations under this Agreement and all other agreements referred to herein and/or annexed hereto with respect to the Commercial Project, in accordance with the requirements of this Agreement. The Township shall evidence completion of the Commercial Project by issuing a certificate of the Township in recordable form ("Certificate of Completion") accepting the terms of a certificate of the Commercial Project Redeveloper stating that: (a) the Commercial Project Redeveloper has substantially completed the portion of the Commercial Project for which the Certificate of Completion is being requested in accordance with the final Site Plan approval, and (b) the Commercial Project Redeveloper has obtained a temporary or permanent Certificate of Occupancy and other permissions required, if any, of governmental authorities or agencies for the occupancy and use of the commercial building(s), as the case may be. If the reason for the refusal to issue a Certificate of Completion is confined to the immediate availability of specific minor finish items, the Township will issue its Certificate of Completion upon the posting of a bond (or other reasonably satisfactory security) by the Commercial Project Redeveloper with the Township in an amount representing the fair value of the work not yet completed. If the sole reason for the refusal to issue a Certificate of Occupancy or Certificate of Completion is a dispute over municipal charges due from Commercial Project Redeveloper, the Township will issue the certificate(s) in question if Commercial Project Redeveloper deposits the disputed amount into escrow.
- 5.12 <u>Development Fee</u>: Commercial Project Redeveloper shall pay the Non-Residential Development Fee (the "<u>Development Fee</u>") required by <u>N.J.S.A.</u> 40:55D-8.1, et. seq. Commercial Project Redeveloper agrees that the Development Fee that is applicable to the Project equals two and one-half percent (2.5%) of the equalized assessed value of the Project. The Development Fee shall be paid in accordance with the aforementioned provisions of the Land Use Law.

#### **ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES**

- 6.1 **Events of Default**: The Commercial Project Redeveloper shall be deemed in default of the obligations under the Redevelopment Agreement as amended upon the occurrence of either of the following events:
- (a) The Commercial Project Redeveloper fails to construct the Commercial Project in accordance with the Redevelopment Plan, the Redevelopment Agreement as amended, any and all approvals granted by the Planning Board, or fails to perform any of the covenants, conditions and obligations contained in the Redevelopment Agreement as amended.
- (b) The Commercial Project Redeveloper shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or said appointment being without consent of the Redevelopment Entity; or the Commercial Project Redeveloper has made a general assignment for the benefit of creditors; or a voluntary or involuntary petition for bankruptcy has been filed.
  - 6.2 **Remedies on Default:** The Township may cancel the Redevelopment Agreement

as amended, and designate a new redeveloper, in the event the Commercial Project Redeveloper fails to correct any default within ninety (90) days of receipt of written notice of default being provided by the Township. If the default is such that it cannot be corrected within 90 days, then the Commercial Project Redeveloper must begin to correct the default within the 90 day period and continue to cure the default within such period of time as the Parties agree is reasonable for the diligent cure of the default. The Commercial Project Redeveloper shall take whatever action at law or in equity as Commercial Project Redeveloper may deem necessary or desirable to enforce the performance or observance of any rights or remedies of Commercial Project Redeveloper, or any obligations, agreements, or covenants of the Township under this Agreement, including an action for specific performance and/or actual, compensatory damages or termination of this Agreement, in the event the Township fails to correct any default within 60 days of receipt of written notice of default being provided by the Commercial Project Redeveloper. If the default is such that it cannot be corrected within 60 days, then the Township must begin to correct the default within the 60 day period and continue to cure the default within such period of time as the Parties agree is reasonable for the diligent cure of the default.

#### **ARTICLE VII - COOPERATION AND COMPLIANCE**

- 7.1 Implementation of The Redevelopment Agreement: The Parties agree to use reasonable good faith efforts to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of the Redevelopment Agreement. The Township shall cooperate with the Commercial Project Redeveloper and use its reasonable good faith efforts to expeditiously move site plan applications forward and to help the Commercial Project Redeveloper obtain outside agency approvals. If the Township must utilize the services of outside professionals to cooperate, the cooperation is contingent upon Commercial Project Redeveloper bearing those reasonable costs and reasonable expenses in accordance with N.J.S.A. 40:55D-53.2. Prior to the Township taking any action that would subject the Commercial Project Redeveloper to any additional cost or expense under this section, the Township shall, if practicable, provide the Commercial Project Redeveloper with a good faith estimate of such reasonable costs, and obtain Commercial Project Redeveloper's written approval. Township shall provide Commercial Project Redeveloper all applicable Township professional billing rates. If there any changes to said billing rates, the Township shall provide Commercial Project Redeveloper written notice of same.
- 7.2 **Enforcement of Redevelopment Agreement as Amended**: The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of the Redevelopment Agreement as amended.

#### **ARTICLE VIII- NOTICES**

8.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by email with evidence of reading, facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where

feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, an email or facsimile delivery shall be provided. All Notices shall be deemed delivered upon receipt or rejection, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO REDEVELOPER:** 750 Walnut Avenue Logistics, LLC

James P. Rhatican, Esq.

Vice President, Land Use and Development

Assistant General Counsel

500 Plaza Drive

Secaucus, New Jersey 07096

WITH COPIES TO: 750 Walnut Avenue Logistics, LLC

General Counsel 500 Plaza Drive

Secaucus, New Jersey 07096

AND TO

Henry Kent-Smith, Esq. Jeffrey R. Chang, Esq. Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive

Lawrenceville, NJ 08648-2311 Hkent-smith@foxrothschild.com

609-896-4584

#### TO THE TOWNSHIP OF CRANFORD:

Township of Cranford 8 Springfield Avenue Cranford, NJ 07016

Attn: Township Administrator

#### WITH COPIES TO:

Michael J. Ash, Esq.

Carlin, Ward, Ash & Heiart, LLC 25B Vreeland Road, Suite 203 Florham Park, NJ 07932

#### AND TO:

Ryan Cooper, Esq. Cooper, LLC 108 N. Union Ave., Suite 4 Cranford, NJ 07016

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

#### ARTICLE IX – MISCELLANEOUS

- 9.1 **Severability**: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause, or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
- 9.2 Successors Bound: The provisions of the Redevelopment Agreement as amended shall run with the land, and the obligations and benefits thereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of the Redevelopment Agreement as amended.
- 9.3 **Governing Law**: The Redevelopment Agreement as amended shall be governed by and construed by the laws of the State of New Jersey.
- 9.4 **No Modification**: The Redevelopment Agreement as amended may not be modified, amended, or altered in any way except by a writing signed by each of the Parties.
- 9.5 **Recording**: It is intended that this Agreement will be recorded in the Clerk's Office of Union County by the Commercial Project Redeveloper, along with a copy of the original Redevelopment Agreement.
- 9.6 **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
- 9.7 **Voluntary Agreement**: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that the Redevelopment Agreement as amended contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- 9.8 **Interpretation**: In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as the Commercial Project Redeveloper and its

attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township. In the event there is a disparity between the terms of the Financial Agreement and this Agreement, the terms in this Agreement will control.

9.9 Non-Assignment of Rights: Except as provided in Section 9.10 below, the Commercial Project Redeveloper shall not assign the Redevelopment Agreement as amended, or any rights, duties, obligations or liabilities without first securing written consent by the Township as the Redevelopment Entity, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the Township as Redevelopment Entity shall be entitled to receive an application from Commercial Project Redeveloper requesting the assignment of a portion of Commercial Project Redeveloper's obligations hereunder to develop portions of the Commercial Project, and such application shall include information concerning the financial strength and the professional real estate development experience of the proposed assignee, along with such other information and references the Township in its reasonable discretion may request in order to properly establish the qualifications of the proposed assignee to carry out its responsibilities under this Redevelopment Agreement. The Commercial Project Redeveloper shall have the right to admit additional members to the entity constituting the Commercial Project Redeveloper, unless such admission of additional members results in change in more than 49% of the effective control of the Commercial Project Redeveloper, in which case, such transaction shall be subject to the provisions of Section 9.10 below.

### 9.10 **Permitted Transfers:** The Commercial Project Redeveloper may affect the following transfers:

9.10.1 Permitted Transfers. The Commercial Project Redeveloper may affect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action by the Township (the "Permitted Transfers"): (a) a mortgage or related security (including conditional assignments to mortgagees or holders of a mortgage interest required as a condition to the closing of the financing so secured) granted by Commercial Project Redeveloper to a holder of a mortgage interest for the sole purpose of financing the costs associated with, or incurred in connection with the acquisition, development and construction of the Project; (b) the encumbrances and restrictions imposed by any required Deeds, provided that such encumbrances and restrictions shall be in compliance and consistent with the Plan and this Agreement; (c) utility and other development easements (d) transfer of completed nonresidential space to end users, by deed or lease; (e) affiliates of the Commercial Project Redeveloper, and (f) as may be required by law

9.10.2 Notice of Permitted Transfers. With respect to any Permitted Transfer, Commercial Project Redeveloper shall provide to the Township written notice at least ten (10) days prior to any such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee party and any parties, individuals and/or entities comprising the transferee party.

9.10.3 Transfers of Interests in Which Control is Transferred. With the express prior written consent of the Township, which consent shall not unreasonably be withheld,

conditioned or delayed if Commercial Project Redeveloper complies with the requirements of this Article and submits all information set forth herein, Commercial Project Redeveloper may effect a Transfer of title to all or a portion of the Commercial Project to a transferee that has the qualifications and financial responsibility necessary and adequate, as may be reasonably determined by Township, to fulfill the obligations to be undertaken in this Agreement by Commercial Project Redeveloper. As part of the Township's consideration of any Transfer pursuant to this Article, the proposed transferee must provide the following information and satisfy any other conditions as reasonably determined by the Township:

- (a) Evidence that the proposed transferee possesses the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement with respect to the Project by Commercial Project Redeveloper and other obligations pursuant to Governmental Approvals, or any part of such obligations that may pertain to the transferred interest or the transferred portion of the Commercial Project as determined from evidence of financial strength and experience on comparable projects and letters of recommendation from reputable parties with whom the prospective transferee has collaborated in connection with a comparable development, stating that the proposed transferee or assignee possesses the competence, financial strength and integrity to undertake the Commercial Project or phase thereof.
- (b) Written documentation by the proposed transferee, in form and content reasonably satisfactory to the Township, for itself and its successors and assigns, and for the benefit of the Township, by which the proposed transferee (i) expressly assumes all of the obligations of Commercial Project Redeveloper under this Agreement applicable to the property interest conveyed with such sale, assignment or Transfer and (ii) agrees to be subject to all the conditions and restrictions to which Commercial Project Redeveloper is subject under this Agreement, including restrictions regarding the right to subsequent Transfers.
- (c) Attached hereto as **Exhibit D** is a schedule providing the ownership of the Commercial Project Redeveloper, including the names and address of all persons and entities owning 10% or more of the interest in the Commercial Project Redeveloper as of the date of this Agreement. For all entities owning 10% or more interest in Commercial Project Redeveloper, **Exhibit D** shall also indicate the names and addresses of such individuals owning 10% or more of the interest in such entities.
- 9.11 **Schedules**: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
- 9.12 **Entire Agreement**: The Redevelopment Agreement together with this Agreement as amended constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.
- 9.13 **Effective Date**: Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed

and delivered this Agreement.

- 9.14 Force Majeure Events. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of any of the following acts, events or conditions or any combination thereof ("Force Majeure Events") that (i) have had or may reasonably be expected to have a material, adverse effect on the rights or obligations of the parties to this Agreement and (ii) are beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:
  - (a) An act of God, lightning, blizzards, earthquake, acts of a public enemy, war, including the present Russian Ukrainian War, terrorism, blockade, freight embargoes, epidemics, insurrection, economic emergency, riot or civil disturbance, sabotage or similar occurrence; but not including reasonably anticipated weather conditions for the geographic area of the Commercial Project other than those set forth above, with such events being required to materially impair a party's ability to fulfill its obligations hereunder through materials or labor shortage;
  - (b) A fire, explosion, flood, or similar occurrence not created by an act or omission of the party relying thereon;
  - (c) The order, judgment, action and/or determination of any federal, State or local court, administrative agency or governmental authority with jurisdiction within the Township, excepting decisions interpreting federal, State and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the Commercial Project, including any moratorium imposed on the Project or applicable phase, which moratorium prohibits or impairs the Commercial Project Redeveloper with respect to performance of its obligations herein; provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;
  - (d) The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any Governmental Approval which is required for the Commercial Project (as evidenced by written notices from the governmental authority having jurisdiction over such matter), or any third party challenge to any Governmental Approval, but (i) any such suspension, termination, interruption, denial or failure of renewal or issuance, or any third party appeal of an approval shall not be the result of the action or inaction of the party relying thereon and (ii) neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall

- constitute or be construed as a willful, intentional or negligent action or inaction by such party; and/or
- (e) Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same.

	IN	WITI	NESS	WH	ERI	EOF,	the	Parties	hereto	have	caused	this	Agreem	ent	to	the
Redeve	elopi	ment A	Agreen	nent 1	to b	e pro	perly	execut	ed and	their	corporate	seal	s where	app	lica	able
affixed	l and	attest	ed to th	nis		day	of		, 20	22.						

TOWNSHIP OF CRANFORD	Witness/Attest:
By:	
Dated:, 2022	
750 WALNUT AVENUE LOGISTICS, LLC	Witness/Attest:
By:	
Dated:, 2022	

# EXHIBIT A REDEVELOPMENT CONCEPT SITE PLAN

### **EXHIBIT B**

### **Community Park Concept Plans**

### **EXHIBIT C**

### **Project Traffic Improvements Concept Plan and Schedule**

### **EXHIBIT D**

### **Schedule of Ownership**

### **EXHIBIT E**

### Form of Declaration of Covenants and Restrictions

#### **RESOLUTION NO. 2022-260**

#### REQUESTING THE NEW JERSEY LEGISLATURE TAKE ACTION TO STOP REPETITIVE CATASTROPHIC FLOODING IN CRANFORD AND PASS BILLS A253 AND S2431

WHEREAS, on October 23, 2006, then-Assemblymen Jon Bramnick and Eric Munoz introduced in the New Jersey General Assembly A3564 which would provide Cranford Township with a grant of \$5,000,000 to finance the Cranford Northeast Quadrant Flood Control Project, to replace \$3.25 million previously appropriated to Cranford in 2000 but never utilized;

**WHEREAS**, on November 13, 2006, then Senator Thomas H. Kean, Jr., introduced S2325 as an identical bill in the New Jersey Senate; and

WHEREAS, in 2006 the New Jersey Legislature did not advance either A3564 or S2325; and

WHEREAS, in every legislative session since 2006, Cranford's Assemblypersons and Senators have re-introduced A3564 and S2325, which the New Jersey Legislature has failed to advance despite Cranford being repeatedly devastated by catastrophic flooding, including in 2007 (the Tax Day Storm), in 2010 (Hurricane Irene), and in 2021 (Hurricane Ida); and

**WHEREAS**, on January 11, 2022, Assemblywoman Nancy Munoz and Assemblywoman Michele Matsikoudis re-introduced the legislation as A253, and on May 9, 2022, Senator Jon M. Bramnick re-introduced the legislation as S2431; and

WHEREAS, the Cranford Northeast Quadrant Flood Control Project would significantly help to mitigate flood damage by constructing a pumping station to convey storm water into the main channel of the Rahway River, elevate existing earthen dikes along the river, improve express and local sewer systems, and develop wetland delineation data to assist with our Township's further flood mitigation efforts.

**NOW THEREFORE BE IT RESOLVED**, that the Cranford Township Committee, comprised of Mayor Kathleen Miller Prunty, Deputy Mayor Jason Gareis, Commissioner Brian Andrews, Commissioner Gina Black, and Commissioner Mary O'Connor, hereby unanimously supports Assembly Bill No. 253 and recognizes the substantial benefits that this bill would provide for the residents of Cranford Township; and

**BE IT FURTHER RESOLVED**, that the Cranford Township Committee hereby encourages the New Jersey Legislature, including Assemblypersons Munoz and Matsikoudis, Senator Bramnick, Chairman James Kennedy and the Assembly Environment and Solid Waste

Committee to finally advance A253 through committee and into law and to deliver actual relief to the residents of Cranford; and

**BE IT FURTHER RESOLVED**, that the Township Clerk is directed to transmit this Resolution to Senate President Nicholas Scutari, Assembly Speaker Craig J. Coughlin, Assemblypersons Munoz and Matsikoudis, and Senator Bramnick.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

	Patricia Donahue, RMC
	Township Clerk
Dated:	

#### **RESOLUTION NO. 2022-268**

### OPPOSING NEW JERSEY SENATE BILL 2103 PREEMPTING LOCAL ZONING REGULATIONS

**WHEREAS**, in New Jersey, municipal elected officials and land use boards are in the best position to make determinations as to the orderly growth and development of their local communities; and

**WHEREAS**, legislation has been introduced in the New Jersey State Senate (S-2103) to "temporarily preempt local use restrictions" to convert certain office parks and retail centers to mixed-use development, which is not based upon the extensive public process to establish municipal master plans and local zoning plans and regulations; and

**WHEREAS,** the S-2103 as reported by the Senate Community and Urban Affairs Committee would require mixed-use developments to be deemed a permitted use and side-step Municipal Land Use Law (hereafter "MLUL")'s well established smart growth principles; and

**WHEREAS**, municipalities currently can and have addressed the challenges of a struggling economy with empty office parks and retail centers post-Covid along with a need for housing stock by relying upon the existing statutory framework: rezoning, approving overlay zones, or designating properties for redevelopment; and

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the Township of Cranford in Union County urges the Legislature not to move forward with this legislation (S-2103), which would preempt the sound land use principles of the MLUL and negatively impact the Cranford Township community.

**BE IT FURTHER RESOLVED** that a copy of this Resolution is forwarded to Senate President Scutari, Assembly Speaker Coughlin, Governor Murphy, Senator Jon M. Bramnick, Assemblywoman Nancy F. Munoz, Assemblywoman Michele Matsikoudis, the League of Municipalities and New Jersey Conference of Mayors.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

	Patricia Donahue, RMC
	Township Clerk
Dated:	



#### **NEW JERSEY GENERAL ASSEMBLY**

MICHELE MATSIKOUDIS ASSEMBLYWOMAN, 21<sup>ST</sup> DISTRICT 425 NORTH AVE EAST

SUITE C
WESTFIELD, NJ 07090
TEL: 908-232-3673
AswMatsikoudis@nileg.org

COMMITTEES:
AGING AND SENIOR SERVICES
COMMUNITY DEVELOPMENT AND AFFAIRS
EDUCATION
JOINT COMMITTEE ON PUBLIC SCHOOLS

#### A253: Protecting Cranford Residents From Major Flooding Damage Issue Overview

- Cranford Township in Union County has become particularly prone to mass flooding from the Rahway River, which runs directly through the township.
- In the year 2000, NJ appropriated \$3.25 million (approximately \$5.35 million in 2022 dollars) to address flooding in Cranford. However, these funds were returned to the state to help alleviate a deficit, deferring the infrastructure upgrades.
- Since then, major flooding events including 3 historic storms in 2007 ("Tax Day Storm"), 2011 ("Irene"), and 2021 ("Ida") have caused tens of millions of dollars in damage, including over \$6.15 million due to Tropical Storm Ida alone.

#### **Policy Solutions**

- Long-term solutions such as dredging the Rahway River throughout Cranford, while critically important, have been estimated to cost hundreds of millions of dollars and will thus likely require federal action and partnerships.
- The Cranford Northeast Quadrant Flood Control Project will provide immediate relief at relatively low cost by constructing a new pumping station and improving existing flood prevention infrastructure.

#### **Action Items**

- Ask Chairman James Kennedy and the Assembly Environment and Solid Waste Committee to advance Assembly Bill No. 253 (A253), which appropriates \$5 million to finance the Cranford Northeast Quadrant Flood Control Project
  - Investment in this project will protect Cranford residents and their property, and will demonstrate that Cranford has state buy-in, a critical factor in attracting federal dollars towards long-term projects.

#### **RESOLUTION NO. 2022-261**

# RESOLUTION AUTHORIZING THE MUNICIPAL TAX COLLECTOR TO PREPARE AND MAIL ESTIMATED TAX BILLS IN ACCORDANCE WITH P.L. 1994. C.72

WHEREAS, in order for the Township of Cranford to meet our financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary cost of interest expenses on borrowing it would be in our best interest to do so; and

WHEREAS, the Municipal Tax Collector and the Chief Financial Officer have completed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and have signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Township of Cranford, in the County of Union and the State of New Jersey on this 14th day of June 2022 as follows:

- 1. The Municipal Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the municipality for the third installment of 2022 taxes. The Tax Collector shall proceed and take such actions as permitted and required by P.L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54:4-66.3).
- 2. The entire estimated tax levy for 2022 is hereby set at: \$110,569,817.84 and Special District is \$178,524.99
- 3. The estimated third quarter tax bill is due August 1, 2022. Interest will be charged after August 10, 2022

Certified to be true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Municipal Clerk

Dated:	

# Township Of Cranford CALCULATION OF THE 2022 ESTIMATED TAX RATE

	0.95%	2021 tax levy	1.05%
Net County	\$21,193,637.67	\$22,309,092.28	\$23,424,546.89
County Open Space	\$672,334.46	\$707,720.48	\$743,106.50
School Budget	\$58,423,332.75	\$61,498,245.00	\$64,573,157.25
Local Municipal	\$22,623,645.71	\$23,814,363.91	\$25,005,082.11
Municipal Library	\$1,485,185.35	\$1,563,353.00	\$1,641,520.65
	\$104,398,135.94	\$109,892,774.67	\$115,38 <b>7,4</b> 13.40

#### **2022 ESTIMATED TAX RATE**

County	1.278	\$21,377,797.68	(approved budget)
County Open Space	0.044	\$731,138.60	(approved budget)
School	3.720	\$62,221,969.00	(approved budget)
Local Municipal	1.472	\$24,622,605.56	(approved budget)
Municipal Library	0.097	\$1,616,307.00	(approved budget)
	6.611	\$110,569,817.84	
net valuation	\$1,672,467,464.00		

#### 2022 ESTIMATED SPECIAL DISTRICT TAX RATE

Estimated Rate 0.210 \$178,524.99

net valuation \$85,011,900.00

PREPARED AND CERTIFIED BY:

Lavona Patterson, Chief Financial Officer

Karyn Kinane, Tax Collector

#### **RESOLUTION NO. 2022-262**

### RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION – N.J.S.A. 40A: 4-87

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Cranford in the County of Union, New Jersey hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$7,000.00 which is now available as a revenue from the National Highway Traffic Safety Administration's "2022 Distracted Driving Crackdown - U Drive. U Text. U Pay." program pursuant to the provision of the statute; and

**BE IT FURTHER RESOLVED** that the like sum of \$7,000.00 is hereby appropriated under the caption "2022 Distracted Driving Crackdown - U Drive. U Text. U Pay."; and

**BE IT FURTHER RESOLVED** that the above is a result of a grant of \$7,000.00 from the National Highway Traffic Safety Administration's "2022 Distracted Driving Crackdown - U Drive. U Text. U Pay." program.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held on June 14, 2022.

	and the same and
	Patricia Donahue, RMC
	Municipal Clerk
Date:	

#### **RESOLUTION NO. 2022-263**

### RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION – N.J.S.A. 40A: 4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Cranford in the County of Union, New Jersey hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$45,883.86 which is now available from the New Jersey Department of Environmental Protection (NJDEP) "Clean Communities" Program, pursuant to the provision of the statute; and

**BE IT FURTHER RESOLVED** that the like sum of \$45,883.86 is hereby appropriated under the caption "Clean Communities Grant;" and

**BE IT FURTHER RESOLVED** that the above is a result of a State grant of \$45,883.86 from the NJDEP "Clean Communities" Program.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held on June 14, 2022.

Patricia Donahue, RMC
Municipal Clerk
Date:

#### **RESOLUTION NO. 2022-264**

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced that it is now accepting grant applications for the 2023 Transit Village Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before July 1, 2022; and

**WHEREAS**, the Township Administrator is hereby authorized to submit an electronic application identified as Eastman Street Sidewalk Improvements; and

WHEREAS, the Township of Cranford is requesting funding that will include upgrades to the pedestrian sidewalk and accessibility improvements to the western side of Eastman Street extending northward from the New Jersey Transit rail line approximately 120 feet; and

**WHEREAS**, the Township of Cranford agrees to assume responsibility for maintenance and repair of the completed pedestrian safety improvements;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Cranford, formally approve the grant application for the above stated project;

**BE IT FURTHER RESOLVED** that the Township Administrator is hereby authorized to submit an electronic grant application identified as Eastman Street Sidewalk Improvements to the New Jersey Department of Transportation on behalf of the Township of Cranford; and

**BE IT FURTHER RESOLVED** that the Township Administrator is hereby authorized to sign the grant agreement on behalf of the Township of Cranford and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Patricia Donahue, RMC Municipal Clerk

Dated:

#### **RESOLUTION 2022-265**

**BE IT RESOLVED,** by the Township Committee of the Township of Cranford on the 14<sup>th</sup> day of June, 2022, that the Tax Collector has been authorized to refund tax overpayments for the reason noted:

#### **Tax Court Judgements**

Block 635 Lot 1, 6 Commerce Dr	2020 Refund \$ 17,894.57
6 Commerce LLC	(2-01-55-000-010-028)
c/o Daniel P. Zazzali, Esq.	2021 Refund \$17,550.28
McCarter & English, LLP	(2-01-55-000-010-028)
Four Gateway Center, 100 Mulberry St.	·

Newark, NJ 07101-0652

Newark, NJ 07101-0652

Newark, NJ 07101-0652

Block 636 Lot 2, 14 Commerce Dr	2020 Refund \$ 27,960.68
SIG 14 Commerce, LLC	(2-01-55-000-010-028)
c/o Daniel P. Zazzali, Esq.	2021 Refund \$27,582.77
McCarter & English, LLP	(2-01-55-000-010-028)
Four Gateway Center, 100 Mulberry St.	

Four Gateway Center, 100 Mulberry St Newark, NJ 07101-0652

Block 639 Lot 3, 11 Commerce Dr	2020 Refund \$ 35,592.29
SIG 11 Commerce, LLC	(2-01-55-000-010-028)
c/o Daniel P. Zazzali, Esq.	2021 Refund \$35,067.65
McCarter & English, LLP	(2-01-55-000-010-028)
Four Gateway Center, 100 Mulberry St.	

 Block 639 Lot 5.01, 65 Jackson Dr
 2020 Refund \$ 39,575.42

 65 Jackson, LLC
 (2-01-55-000-010-028)

 c/o Daniel P. Zazzali, Esq.
 2021 Refund \$39,135.93

 McCarter & English, LLP
 (2-01-55-000-010-028)

Four Gateway Center, 100 Mulberry St. Newark, NJ 07101-0652

Block 641 Lot 1, 25 Commerce Dr	2020 Refund \$ 27,435.72
SIG 25 Commerce, LLC	(2-01-55-000-010-028)
c/o Daniel P. Zazzali, Esq.	2021 Refund \$27,049.55
McCarter & English, LLP	(2-01-55-000-010-028)
Four Gateway Center, 100 Mulberry St.	

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held on June 14, 2022.

Patricia Donahue, RMC Municipal Clerk

Date:	-		
		 	-



### Township of Cranford

8 Springfield Avenue Cranford, NJ 07016

To: Jamie Cryan, Township Administrator

From: Karyn Kinane, Tax Collector

Date: June 14, 2022

SUBJ: - Resolution Authorizing the Township to refund money due to Tax Court Judgement

#### **MEETING DATE:**

Kindly present this matter at the June 14, 2022 council meeting for consideration and for approval.

#### RECOMMENDATION/PURPOSE:

Refunds due to Tax Court Judgements

#### **BACKGROUND:**

The Tax Court of New Jersey stipulated and agreed the assessment of the properties be adjusted and a judgement be entered on the properties located 6, 11, 14 and 25 Commerce Drive and 65 Jackson Drive for years 2020 and 2021.

Please let me know if there are any questions regarding these matters.

Thank You,

Karyn Kinane, C.T.C.

Tax Collector

Township of Cranford

# TOWNSHIP OF CRANFORD CRANFORD, NEW JERSEY

#### **RESOLUTION NO. 2022-266**

**BE IT RESOLVED** by the Township Committee of the Township of Cranford that the Township Clerk be, and hereby is, authorized to advertise for the solicitation of bids effective retroactively beginning on June 2, 2022 and closing on August 9, 2022 for 2022 Bulk Waste Collection Services.

Certified to be a true copy of a resolution adopted by the Township Committee of Cranford at a meeting held on June 14, 2022.

	Patricia Donahue, RMC Township Clerk
Dated:	

# TOWNSHIP OF CRANFORD CRANFORD, NEW JERSEY

#### **RESOLUTION NO. 2022-267**

### APPROVING A WAIVER FOR PROJECT GRADUATION ACTIVITIES OCCURING WITHIN THE ORANGE AVENUE POOL

WHEREAS, the Cranford High School ("CHS") Class of 2022 Project Graduation Committee, in conjunction with the CHS Parent-Teacher Association ("PTA"), plans annually a Project Graduation event as a fun and safe post-graduation event for graduating seniors that is an alcohol and drug-free event; and

**WHEREAS**, the Project Graduation Committee has requested to host this year's event at the Orange Avenue Pool on June 22, 2022 from 10:00 p.m. to 2:00 a.m., with a rain date of June 23, 2022 from 10:00 p.m. to 2:00 a.m.; and

**WHEREAS**, the Project Graduation event will include food, a deejay, carnival games, a hypnotist, tattoo artists, a photo walk, and inflatables and related entertainment; and

**WHEREAS**, the Project Graduation event will be staffed by adult volunteers and Cranford Police Department officers, and the Project Graduation Committee has established Rules/Guidelines that all participants must acknowledge and adhere to.

**NOW THEREFORE, BE IT RESOLVED,** that the Township Committee of the Township of Cranford approves the Project Graduation Committee's use of the Orange Avenue Pool for the Project Graduation event on June 22, 2022 from 10:00 p.m. to 2:00 a.m., with a rain date of June 23, 2022 from 10:00 p.m. to 2:00 a.m.; and

**BE IT FURTHER RESOLVED**, that the Township Committee approves a waiver of local noise, hours of operation and related ordinances, for all Project Graduation activities occurring within the Orange Avenue Pool facility and to the extent such activities are consistent with and conform to the Project Graduation proposal and Rules/Guidelines.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

Dated:

Patricia	Donahue, R	MC
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# TOWNSHIP OF CRANFORD CRANFORD, NEW JERSEY

#### **RESOLUTION NO. 2022-268**

# OPPOSING NEW JERSEY SENATE BILL 2103 PREEMPTING LOCAL ZONING REGULATIONS

**WHEREAS**, in New Jersey, municipal elected officials and land use boards are in the best position to make determinations as to the orderly growth and development of their local communities; and

**WHEREAS**, legislation has been introduced in the New Jersey State Senate (S-2103) to "temporarily preempt local use restrictions" to convert certain office parks and retail centers to mixed-use development, which is not based upon the extensive public process to establish municipal master plans and local zoning plans and regulations; and

**WHEREAS,** the S-2103 as reported by the Senate Community and Urban Affairs Committee would require mixed-use developments to be deemed a permitted use and side-step Municipal Land Use Law (hereafter "MLUL")'s well established smart growth principles; and

**WHEREAS**, municipalities currently can and have addressed the challenges of a struggling economy with empty office parks and retail centers post-Covid along with a need for housing stock by relying upon the existing statutory framework: rezoning, approving overlay zones, or designating properties for redevelopment; and

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the Township of Cranford in Union County urges the Legislature not to move forward with this legislation (S-2103), which would preempt the sound land use principles of the MLUL and negatively impact the Cranford Township community.

**BE IT FURTHER RESOLVED** that a copy of this Resolution is forwarded to Senate President Scutari, Assembly Speaker Coughlin, Governor Murphy, Senator Jon M. Bramnick, Assemblywoman Nancy F. Munoz, Assemblywoman Michele Matsikoudis, the League of Municipalities and New Jersey Conference of Mayors.

Certified to be a true copy of a resolution adopted by the Township Committee of the Township of Cranford at a meeting held June 14, 2022.

	Patricia Donahue, RMC
	Township Clerk
Dated:	



# **Township of Cranford**

8 Springfield Avenue Cranford, New Jersey 07016-2199

(908) 709-7200 Fax (908) 276-7664

#### www.cranfordnj.org

#### Bill List June 14th, 2022 Meeting

#### **Analysis of Funds Bill List #1**

Current Fund	E 720 620 17
	5,720,628.17
Special Improvement	6,487.01
Swimming Pool Operating	18,364.74
Swimming Pool Capital	0.00
Capital Fund	5,892.67
Trust Fund	11,095.29
COAH Forfeiture	0.00
Developer's Escrow	3,772.25
Forfeiture Trust	0.00
CDBG Program	0.00
Unemployment Trust	0.00
Animal Control Fund	166.20
Sub Total	5,766,406.33
Grand Total	\$5,766,406.33

# TOWNSHIP OF CRANFORD

Page No: 1	
TOWNSHIP OF CRANFORD Bill List By Budget Account	Design And Andrews Of the second
June 10, 2022 10:54 AM	الم عملات م م

P.O. Type: All Format: Detail without Line Item Notes Range: 1-First Rcvd Batch Id Range: First to Last Dept Page Break: No Subtotal CAFR: No Subtotal CAFR: No	Op He Bid: Y Sta	Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y Subtotal Sub-Dept: No		
Account P.O. Id Item Vendor Item Description	Amount Stat	First Rcvd Chk/void Stat/Chk Enc Date Date	d Invoice	Po
Fund: CURRENT				
2-01-20-100-100-215 ADMIN: O/S Prof Exp-IT-Information Tech 22-00462 5 ATON ATON Computing IT Services-april	3,045.78 R	03/01/22 06/07/22	3699	മ
2-01-20-100-100-216 ADMIN:0/S Prof Exp-Planning &Engineering 22-00226 8 TOP005 Topology NJ LLC	6,250.00 R	03/03/22 06/08/22	7021	<b>2</b>
2-01-20-100-130-280	35.44 R	03/29/22 06/07/22	0123986	20
2-01-20-110-100-211 Twp. Committee: Advertising Legal 22-00470 5 WESTF005 Westfield Leader Legal Advertising 22-00470 6 WESTF005 Westfield Leader Legal Advertising	818.55 R 879.75 R 1,698.30	03/01/22 06/08/22 05/20/22 06/08/22	2510 2610	ക മ
2-01-20-110-100-280 Twp. Committee: Miscellaneous Other Exp. 22-01036 1 GISOOS Global Interactive Solutions Annual Zoom/H.323/Webinar Serv	1,647.76 R	06/03/22 06/07/22	AAAQ1203	
2-01-20-120-130-221	503.93 R	05/10/22 06/08/22	473962985	82
2-01-20-130-100-214 Finance: Outside Professional Expenses 22-00195 6 MARCO010 Marco Technologies, LLC Managed Account Program 22-00570 5 WAGEWKS Wage Works, Inc. FSA Administration Fee 22-00570 6 WAGEWKS Wage Works, Inc. FSA Administration Fee 22-01021 1 SUPLEE Suplee, Clooney & Company Budget Preparation 2022 22-01096 1 RANDOO5 Township of Randolph Morris County Co-Op Membership	177.31 R 100.00 R 100.00 R 5,250.00 R 641.69 R	04/06/22 06/08/22 03/16/22 06/08/22 03/16/22 06/08/22 05/23/22 06/08/22 06/07/22 06/08/22	473863041 INV3774667 INV3817781	<b>~</b> ~ ~

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nid Invoice	6122 - KINANE 6122 - ROWE	473862944 188831	188831	570221	07035-21001 8989	2573	IN98309 14302 14713 14764	JUNE 2022 JUNE 2022 JUNE 2022 JUNE 2022 00 126621 0001 0001516886-IN
First Rcvd Chk/void Stat/Chk Enc Date Date	06/07/22 06/08/22 06/07/22 06/08/22	05/10/22 06/08/22 05/18/22 06/08/22	05/18/22 06/08/22	05/03/22 06/08/22	01/28/22 06/08/22 01/28/22 06/08/22	05/13/22 06/08/22	02/01/22 06/08/22 04/26/22 06/08/22 04/26/22 06/08/22 04/26/22 06/08/22	04/28/22 06/07/22 04/28/22 06/07/22 04/28/22 06/07/22 04/28/22 06/08/22 04/06/22 06/08/22 03/22/22 06/08/22
Amount Sta	50.00 R 50.00 R 100.00	167.78 R 17.00 R 184.78	105.00 R	58.56 R	1,938.00 R 2,929.50 R 4,867.50	29.36 R	52.72 R 309.95 R 287.95 R 244.47 R 895.09	184.80 R 486.32 R 266.70 R 218.84 R 224.47 R 1,331.02 R 363.65 R
Item Description	al Development The Fate of Icarus Webinar The Fate of Icarus Webinar	Printing Tax Collector Copier SHIPPING AND HANDLING	plies VALIDATOR RECEIPT TAPES	epairs Monthly Maintenance Fee for	al Expense Labor Attorney Services-April Tax Appeal Legal Services	Legal ZBA LEGAL AD - APRIL, 2022	irs Xerox Copier Car Service Car Service Car Service	June Premium Reimbursement June Premium Reimbursement June Premium Reimbursement June Premium Reimbursement 2022 Life Insurance May 2022 Benefits
Description	Tax Collector: Professional Development Institute for Professional The Fate of Institute for Professional The Fate of	.100-229 Tax Collector: Postage & Printing 6 MARCO010 Marco Technologies, LLC Tax Co 2 MGLFOR MGL Printing Solutions SHIPPI	Tax Collector: Office Supplies MGL Printing Solutions VAL	Assessor: Maintenance & Repairs Document Solutions LLC Mont	Legal: Outside Professional Expense Vaughan, Baio & Partners Labor At Renaud DeAppolonio, LLC Tax Appe	-000-211 Zoning Board: Advertising Lega 1 WESTF005 Westfield Leader ZBA	100–221 Const. Code: Maint & Repairs 6 INTEG010 Integrated Document Tech. Xe 2 SOUTHAVE South Avenue Service, Inc. Ca 3 SOUTHAVE South Avenue Service, Inc. Ca 4 SOUTHAVE South Avenue Service, Inc. Ca	INSURANCE: MISCELLANEOUS Angela Cattabiani Frank A. D'Antonio Arlene Gigon Estelle Michaelson Kathleen P. O'Donnell Standard Insurance Company Wex Health, Inc.
Account P.O. Id Item Vendor	2-01-20-145-100-213 22-01060 1 INSPRO 22-01060 2 INSPRO	2-01-20-145-100-229 22-00430 6 MARCOOLO 22-00991 2 MGLFOR	2-01-20-145-100-258 22-00991 1 MGLFOR	2-01-20-150-100-221 22-00367 6 DOCSOL	2-01-20-155-100-214 22-00224 6 VBP005 22-00228 5 PALREN	2-01-21-185-000-211 22-00961 1 WESTF005	2-01-22-195-100-221 22-00335 6 INTEG010 22-00821 2 SOUTHAVE 22-00821 3 SOUTHAVE 22-00821 4 SOUTHAVE	2-01-23-220-000-216 22-00003 7 CATTAN 22-00004 7 DANTON 22-00005 7 GIGONA 22-00006 7 MICHES 22-00007 7 KATHL025 22-00018 7 STANIN 22-00408 6 WEXO05

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Rcvd ate Date	Chk/void Date Invoice	PO Type
2-01-23-220-000-216 22-01020 1 DURYEE	INSURANCE: MISCELLANEOUS John Duryee	Continued 2021 Medicare B Reimbursement	2,041.20 5,117.00	R 05/	05/19/22 06/07/22	2021 MEDICARE B	
2-01-25-240-100-213 22-00400 2 TOX001	Police: Professional Development State of NJ - Toxicology Lab Rando	opment Random Drug Testing	135.00	R 02/	02/09/22 06/08/22	DECEMBER 2021	മ
2-01-25-240-100-221 22-00166 2 MAPLECR 22-00166 3 MAPLECR 22-00166 4 MAPLECR 22-01057 1 RSINCO05	Police: Maintenance and Repair Maplecrest Ford Hose Maplecrest Ford Hose Maplecrest Ford Hose	pair Windshield Wiper Kit Hose Hose A/C Evaporation PC	17.40 45.85 18.15 622.97 704.37	R 01/ R 01/ R 01/	01/21/22 06/09/22 01/21/22 06/09/22 01/21/22 06/09/22 06/07/22 06/09/22	116438P 116438P 116438P 05687280	കകക
2-01-25-240-100-229 22-00038 7 MARCO010 22-00379 3 UPS	100-229 Police: Postage & Printing 7 MARCOOlO Marco Technologies, LLC 3 UPS The UPS Store	Copier Maintenance Alcotest Shipping Costs	33.46 21.31 54.77	R 01/ R 02/	01/20/22 06/08/22 02/07/22 06/08/22	INV10012644 95AE10373163648	<u> </u>
2-01-25-240-100-264 22-00160 16 BUYW 22-00320 4 ADGRAP	Police: Vehicle Supplies Buy Wise Auto Parts Advanced Graphix, Inc.	Wiper Blade Police Vehicle Decals	14.82 525.50 540.32	R 01/ R 02/	01/21/22 06/07/22 02/01/22 06/09/22	03MH1183 209325	<b>മ</b> മ
2-01-25-240-100-271 22-00056 40 AMAZON 22-00056 41 AMAZON 22-00056 43 AMAZON 22-00056 44 AMAZON 22-00056 45 AMAZON 22-00056 46 AMAZON 22-00056 47 AMAZON 22-00056 49 AMAZON 22-00056 13 TRAFF 22-00170 13 TRAFF 22-00171 5 WESTLUMB 22-00171 6 WESTLUMB	AMAZON Amazon Capital Services LLC Ultimate R AMAZON Amazon Capital Services LLC Ultimate R AMAZON Amazon Capital Services LLC 357/9mm N AMAZON Amazon Capital Services LLC Gun Cleani AMAZON Amazon Capital Services LLC Safariland AMAZON Amazon Capital Service LLC Safariland AMAZON Amazon Capital Service LLC 36 x 36 Ad TRAFF Traffic Safety Service LLC 24 x 24 LO WESTLUMB Westfield Lumber & Home Center Fastners	ies Ultimate Rifle Barrel Snake Real Avid .223 Bolt Scraper .357/9mm Nylon Cleaning Brush Gun Cleaning Swabs Gun Cleaning Swabs Gun Cleaning Patches Hoppes Cleaning Solvent Safariland Receiver Plate .223/5.56mm Chamber Brush Hoppes Oil 36 x 36 Add'tl Parking Sign 24 x 24 Lot Full Sign Lag Screws	11.99 33.98 10.99 9.78 27.98 54.36 9.95 11.97 96.75 43.00 6.40	R R R R R R R R R R R R R R R R R R R	01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/21/22 06/09/22 01/21/22 06/09/22	1wn7-vygy-vtnk 1wn7-vygy-vtnk 1mr9-133C-Q6nF 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1wn7-vygy-vtnk 1yn1-vygy-vtnk 1y2195 747115	

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Amount Stat/Chk	509.47 R 911.18	33,957.00 R	774.34 R 1,702.20 R 2,880.00 R 659.84 R	35.12 R	453.25 R 74.53 R 207.16 R 60.00 R 453.25 R 1,248.19	273.77 R	70.93 R 422.00 R 69.11 R 700.00 R 25.00 R 25.00 R 50.00 R 95.00 R
Item Description	ies Continued SAE 5W20 Motor Oil	ent 2022 Ford Police Interceptor	Phone Line Repair Blanket- Radio Maintenance E-Ticketing License Renewal Wireless Fees	Acct # 8499-05-342-0107039	ment EMT Core Training Lunch – May 2022 FDIC Reimbursement 2022 FDIC Reimbursement 2022 FDIC Reimbursement EMT Core Training Lunch – June	Exp Copier Lease May	Apparatus Repairs-Engine 3 Scissor Lift
Description	Police: Misc Mat'l & Supplies David Weber Oil Company SAE	Police: Purchase of Equipment Koch 33 Ford	Comm: Maint & Repair JCT Solutions Motorola Solutions Gold Type Business Machines AT&T Mobility	Comm: Utilities Comcast	Fire: Professional Development Gourmet Deli Mackenzie Dow 202 Mackenzie Dow 202 Mackenzie Dow 202 Gourmet Deli EMT	Fire: Outside Professional Exp Document Solutions Leasin A Cop	Fire: Maint & Repairs Stewart & Stevenson Power Sisbarro Towing & Recovery Sisbarro Towing & Recovery
Account P.O. Id Item Vendor	2-01-25-240-100-271 22-00932 1 DAVWEB	2-01-25-240-100-290 22-01109 2 KOCH005	2-01-25-240-200-221 22-00165 3 JOHNST 22-00902 4 MOTSOL2 22-00907 1 GOLDTYPE 22-00911 3 ATTO01	2-01-25-240-200-237 22-00034 48 COMC	2-01-25-265-100-213 22-00990 2 GOURME 22-01044 1 DOW005 22-01044 2 DOW005 22-01044 3 DOW005 22-01052 2 GOURME	2-01-25-265-100-214 22-00943 2 DOCSOL1	2-01-25-265-100-221 22-00525 2 ATLAN2 22-00525 3 ATLAN2 22-00525 4 ATLAN2 22-00525 5 ATLAN2 22-00525 6 ATLAN2 22-00525 7 ATLAN2 22-00525 8 ATLAN2 22-00541 2 SISBA005 22-01041 3 SISBA005

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# TOWNSHIP OF CRANFORD Bill List By Budget Account

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First Rcvd Stat/Chk Enc Date Date	06/03/22 06/08/22	03/04/22 06/08/22 03/04/22 06/08/22 03/04/22 06/08/22	05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22	05/06/22 06/07/22 05/06/22 06/07/22 05/06/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22 01/20/22 06/07/22
Amount Sta	100.00 R 2,092.04	14.48 R 14.48- R 4.74 R	55.64 R 55.64 R 55.64 R 55.64 R 222.56	719.96 R 108.00 R 42.18 R 29.99 R 34.55 R 6.29 R 6.29 R 6.29 R 39.50 R 39.50 R 39.00 R 17.00 R 350.00 R
Item Description	Continued	FD - Office Supplies FD - Office Supplies FD - Office Supplies	Sqwincher – Fruit Punch 50PK Sqwincher – Lemon Lime 50PK Sqwincher – Mixed Berry 50PK Sqwincher-Strwbry-Lmnd 50PK	Blanket - Vehicle Supplies Blanket - HazMat Cleaning Unifor Blanket-HazMat Cleaning Unifor
Description	-100-221 Fire: Maint & Repairs 4 SISBA005 Sisbarro Towing & Recovery	Fire: Office Supplies W.B. Mason Co., Inc. W.B. Mason Co., Inc. W.B. Mason Co., Inc.	Fire: Safety Supplies Grainger Grainger Grainger Grainger	100-264 Fire: Vehicle Supplies 7 GARWAU Garwood Auto Parts Inc. 8 GARWAU Garwood Auto Parts Inc. 2 GARWAU Garwood Auto Parts Inc. 2 GARWAU Garwood Auto Parts Inc. 3 GARWAU Garwood Auto Parts Inc. 4 GARWAU Garwood Auto Parts Inc. 5 GARWAU Garwood Auto Parts Inc. 7 GARWAU Garwood Auto Parts Inc. 6 GARWAU Garwood Auto Parts Inc. 7 GARWAU Garwood Auto Parts Inc. 7 GARWAU Garwood Auto Parts Inc. 8 BROADMIN Broadway Minerva Cleaners LLC 9 BROADMIN Broadway Minerva Cleaners LLC 1 BROADMIN Broadway Minerva Cleaners LLC 2 BROADMIN Broadway Minerva Cleaners LLC 3 BROADMIN Broadway Minerva Cleaners LLC 2 BROADMIN Broadway Minerva Cleaners LLC 3 BROADMIN Broadway Minerva Cleaners LLC 2 TURNOU Turn Out Fire & Safety Inc. 2 TURNOU Turn Out Fire & Safety Inc.
Account P.O. Id Item Vendor	2-01-25-265-100-221 22-01041 4 SISBA005	2-01-25-265-100-258 22-00184 21 WBMAS 22-00184 22 WBMAS 22-00184 23 WBMAS	2-01-25-265-100-260 22-01009 1 GRAIN3 22-01009 2 GRAIN3 22-01009 3 GRAIN3 22-01009 4 GRAIN3	2-01-25-265-100-264 22-00910 17 GARWAU 22-00910 18 GARWAU 22-01016 2 GARWAU 22-01016 3 GARWAU 22-01016 5 GARWAU 22-01016 5 GARWAU 22-01016 5 GARWAU 22-01016 7 GARWAU 22-01016 7 GARWAU 22-01011 7 BROADMIN 22-00111 10 BROADMIN 22-00111 11 BROADMIN 22-00111 12 BROADMIN 22-00111 13 BROADMIN 22-00150 2 TURNOU 22-00759 2 TURNOU

TOWNSHIP OF CRANFORD Bill List By Budget Account Туре

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First Rcvd Stat/Chk Enc Date Date	04/14/22 06/08/22 04/14/22 06/08/22	01/26/22 06/08/22 01/26/22 06/08/22 01/26/22 06/08/22 01/26/22 06/08/22	05/10/22 06/07/22 05/10/22 06/07/22	03/28/22 06/08/22	05/10/22 06/08/22 05/10/22 06/08/22 05/10/22 06/08/22
Amount Sta	287.98 R 20.00 R 24.00 R 6.00 R 12.00 R 26.99 R 7.00 R 12.00 R 14.00 R 1.50 R 3.00 R	10.00 R 80.00 R 13.00 R 4.00 R	2,336.13 R 2,073.65 R 4,409.78	55,360.80 R	89.05 R 55.10 R 140.00 R 284.15
Item Description	Continued  New Hire Uniform - Gassmann	FD Fire Extinguisher Maint. FD Fire Extinguisher Maint. FD Fire Extinguisher Maint. FD Fire Extinguisher Maint.	on Payments % of Collection - April Bill % of Collection - May Bill	aneous Township Hydrants	l Blanket – Oxygen Blanket – Oxygen Blanket – Oxygen
Description	Fire: Clothing Allowance Turn Out Fire & Safety Inc.	Fire: Miscellaneous Survivor Fire & Security Survivor Fire & Security Survivor Fire & Security Survivor Fire & Security	Fire: Third Party Collection Payments Ambulance Reimbursement System % of Collection Ambulance Reimbursement System % of Collection	Hydrant Service: Miscellan New Jersey American Water	EMS: Oxygen Delivery/Refill I.D.M. Medical Supply Company I.D.M. Medical Supply Company I.D.M. Medical Supply Company
Account P.O. Id Item Vendor	2-01-25-265-100-269 22-00759 3 TURNOU 22-00759 4 TURNOU 22-00759 5 TURNOU 22-00759 7 TURNOU 22-00759 8 TURNOU 22-00759 11 TURNOU 22-00759 11 TURNOU 22-00759 13 TURNOU 22-00759 13 TURNOU 22-00759 14 TURNOU 22-00759 15 TURNOU 22-00759 16 TURNOU 22-00759 17 TURNOU 22-00759 18 TURNOU	2-01-25-265-100-280 22-00193 7 SURVIV 22-00193 8 SURVIV 22-00193 9 SURVIV 22-00193 10 SURVIV	2-01-25-265-100-291 22-00946 2 AMBRE 22-00946 3 AMBRE	2-01-25-265-130-237 22-00665 20 NJAW	2-01-25-265-140-258 22-00947 2 IDMMED 22-00947 3 IDMMED 22-00947 4 IDMMED

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TOWNSHIP OF CRANFORD Bill List By Budget Account

2022	
June 10,	10:54 AM

Account P.O. Id Item Vendor	Description	Item Description	Amount	First Rcvd Stat/Chk Enc Date Date	Chk/void Date Invoice	P0 Type
2-01-25-265-140-271 22-00920 5 ZOLLO05 22-00920 6 ZOLLO05 22-00920 7 ZOLLO05	EMS: Misc Mat'l & Supplies ZOLL Data Systems, Inc. ZOLL Data Systems, Inc. ZOLL Data Systems, Inc.	EMS Chart SubscrJune EMS Chart SubscrJune EMS Chart SubscrJune	253.38 76.22 100.94 430.54	R 05/06/22 06/08/22 R 05/06/22 06/08/22 R 05/06/22 06/08/22	2 INVOOLL6817 2 INVOOLL6817 2 INVOOLL6817	
2-01-25-266-145-280 22-00996 1 WIRELES: 22-00996 2 WIRELES: 22-01049 1 VISUCO	145-280 Uniform Fire Code  MIRELESI Wireless Communications and Sti-Co Stinger Covert WIRELESI Wireless Communications and Magnetic Mic Mounts I VISUCO Visual Computer Solutions, Inc SaaS Renewal Services	Sti-Co Stinger Covert Antenna Magnetic Mic Mounts :SaaS Renewal Services	103.00 235.00 7,534.45 7,872.45	R 05/18/22 06/08/22 R 05/18/22 06/08/22 R 06/03/22 06/08/22	2 \$51822159 2 \$51822159 2 18370	
2-01-26-290-100-214 22-00756 1 ALLFE 22-01032 1 METZ005	DPW: Outside Professional Allied Fence Installation Charles Brandon Metz	Exp TUNNEL FENCE Fingerprinting Reimbursement	2,000.00 44.13 2,044.13	R 04/14/22 06/07/22 R 05/31/22 06/10/22	2 1051	
2-01-26-290-100-221 22-00067 7 WIRELES: 22-00075 45 GARWAU 22-00075 47 GARWAU 22-00075 48 GARWAU 22-00075 49 GARWAU 22-00071 1 RAD005 22-00901 1 RAD005 22-00981 1 PRIMEL 22-00981 2 PRIMEL	100-221 DPW: Maintenance & Repair 7 WIRELES1 Wireless Communications and 15 GARWAU Garwood Auto Parts Inc. 16 GARWAU Garwood Auto Parts Inc. 17 GARWAU Garwood Auto Parts Inc. 18 GARWAU Garwood Auto Parts Inc. 19 GARWAU Garwood Auto Parts Inc. 19 GARWAU Garwood Auto Parts Inc. 1 PRIMEL Prime Lube, Inc. 2 PRIMEL Prime Lube, Inc.	Radios Service Contract Blanket - Auto Parts Blanket - Auto Parts Blanket - Auto Parts Blanket - Auto Parts Blanket - Auto Parts RADIATOR FOR BACKHOE HYDRAULIC FLUID	215.00 30.00 99.99 49.26 20.85 23.44 1,595.00 1,708.30 4,660.89	R 04/08/22 06/08/22 R 01/20/22 06/07/22 R 01/20/22 06/07/22 R 01/20/22 06/07/22 R 01/20/22 06/07/22 R 01/20/22 06/07/22 R 05/06/22 06/08/22 R 05/13/22 06/08/22	M61342 611478 611855 611855 611855 611879 93710057 0940743-IN	
2-01-26-290-100-232 22-00396 1 CONRAIL	DPW:Lease/Brookside Detentionwestfield Consolidated Rail Corporation LEASE OF PEDESTRIAN TUNNEL	ionwestfield LEASE OF PEDESTRIAN TUNNEL	265.16	R 02/09/22 06/07/22	92423678	
2-01-26-290-100-250 22-00090 20 WESTLUMB 22-00090 21 WESTLUMB 22-00090 22 WESTLUMB	1-100-250 DPW: Building & Grounds Supplies 20 WESTLUMB Westfield Lumber & Home Center Blanket 21 WESTLUMB Westfield Lumber & Home Center Blanket 22 WESTLUMB Westfield Lumber & Home Center Blanket	pplies Blanket - B & G Supplies Blanket - B & G Supplies Blanket - B & G Supplies	61.12 18.11 37.98 117.21	R 01/20/22 06/08/22 R 01/20/22 06/08/22 R 01/20/22 06/08/22	746877 746883 747030	∞ ∞ ∞

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Amount Stat/	27.98 R 155.36 R 3.48 R 9.98 R 6.16 R 18.28 R 240.02	700.00 R 300.00 R 1,000.00	1,311,40 R 70.00 R 648.20 R 40.00 R 43.80 R 100.00 R 2,367.88	227.00 R	161.82 R 113.64 R 1,126.94 R 1,402.40	72.54 R 300.00 R
Item Description	BLANKET - DPW Office Supplies	OSHA REQ. SAFETY INSPECTION OSHA REQ. SAFETY INSPECTION	BACKHOE 1 - CAT TIRES HOSE ASSEMBLY	REIMBURSEMENT - WORKBOOTS	BLANKET – DPW Supplies BLANKET – DPW Supplies MISC. MATERIALS & SUPPLIES	sssional Expen 2022 Municipal Trash Pick Up WOODCHIPS REMOVAL – BLANKET
Description	DPW: Office Supplies W.B. Mason Co., Inc.	DPW: Safety Supplies Specialty Automotie Equip. Specialty Automotie Equip.	DPW: Vehicle Supplies Cleveland Auto & Tire Co. Inc. Cleveland Auto & Tire Co. Inc. HosePower USA	.100-269 DPW: Clothing Allowance 1 FRANKO10 FRANK MINISCALCHI	DPW: Misc Mat'l & Supplies Lawson Products Inc. Lawson Products Inc, JEM Industrial Services Inc.	<ul><li>145-214 Conservation: Outside Professional Expende Giordano Company Inc.</li><li>5 STINEOUS Stine Industries LLC WOODCHIPS REM</li></ul>
Account P.O. Id Item Vendor	2-01-26-290-100-258 22-00086 19 WBMAS 22-00086 21 WBMAS 22-00086 22 WBMAS 22-00086 22 WBMAS 22-00086 23 WBMAS 22-00086 25 WBMAS 22-00086 25 WBMAS	2-01-26-290-100-260 22-00785 1 SPECIA 22-00785 2 SPECIA	2-01-26-290-100-264 22-00814 1 CLEVEL 22-00814 2 CLEVEL 22-00814 3 CLEVEL 22-00814 4 CLEVEL 22-00814 5 CLEVEL 22-00814 6 CLEVEL 22-00815 1 HOSE005	2-01-26-290-100-269 22-01034 1 FRANK010	2-01-26-290-100-271 22-00077 11 LAWSON 22-00077 12 LAWSON 22-00393 3 JEMIN005	2-01-26-290-145-214 22-00011 46 GIORDANO 22-00447 6 STINEOOS

d Invoice	1401	83851	106866 4119734040 4120422760 4121169566 2698214 11175226 4388 4387 1116861	83899 83899 0137192 355-273-378-000	11421 11421	4120422737 4120422737 4120422737 4120422737 68763
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Amount Stat	1,980.00 R 2,352.54	43,050.00 R	205.00 R 308.64 R 350.64 R 308.64 R 2,748.00 R 1,304.00 R 1,304.00 R 510.74 R	256.42 R 4,182.71 R 894.90 R 169.99 R 5,504.02	23.00 R 32.00 R 55.00	72.27 R 67.18 R 47.47 R 9.10 R 175.00 R
Item Description	Conservation: Outside Professional Expen Continued e Industries LLC BLANKET - YARDWASTE/GRASS	ssional Expenses May Curbside Recycling	Maint. & Repair Monthly Maintenance Cleaning Supplies Cleaning Supplies Cleaning Supplies Annual Service Agreement B&G MUN. BLDG. MAIN & REPAIR Municipal Building - May 2022 PARTS/REPAIR	Utilities 2022 Municipal Trash Pick Up 2022 Municipal Trash Pick Up Acct # 8499-05-342-0137192 Account # 355-273-378-0001-64	Miscellaneous ply LANDSCAPE SUPPLIES ply LANDSCAPE SUPPLIES	nce & Repairs Monthly Carpet ExchJune Monthly Carpet ExchJune Monthly Carpet ExchJune Monthly Carpet ExchJune . Repairs to Urinal
Account P.O. Id Item Vendor	2-01-26-290-145-214 Conservation: Outside P 22-00820 6 STINEO05 Stine Industries LLC	2-01-26-305-100-214 Recycling: Other Professional Expenses 22-00009 6 GIORDANO Giordano Company Inc.	2-01-26-310-110-221 B&G Municipal Building: Maint. & 22-00065 7 ARROW Arrow Elevator Inc. Monthl 22-00069 21 CINTAQ05 Cintas Corporation Cleani 22-00069 22 CINTAQ05 Cintas Corporation Cleani 22-00092 3 AIRGRP Air Group LLC. Annual 22-00394 2 AIRGRP Air Group LLC. B&G Munici 22-00664 5 AAA005 AAA Facility Solutions LLC Munici 22-00664 7 AAA005 AAA Facility Solutions LLC Munici 22-00972 1 STORR Storr Tractor Company PARTS/	2-01-26-310-110-237 B&G Municipal Building: Utilities 22-00011 42 GIORDANO Giordano Company Inc. 2022 N 22-00011 49 GIORDANO Giordano Company Inc. 2022 N 22-00034 51 COMC COMCast Acct # 22-00175 6 VERFIOS Verizon Fios	2-01-26-310-110-280 B&G Municipal Building: Miscellaneous 22-00668 8 JERSO10 Jersey Landscape Garden Supply LANDSCAPE SUPPLIES 22-00668 9 JERSO10 Jersey Landscape Garden Supply LANDSCAPE SUPPLIES	2-01-26-310-115-221 B&G Firehouse: Maintenance & Repairs 22-00864 2 CINTA005 Cintas Corporation Monthly C 22-00864 3 CINTA005 Cintas Corporation Monthly C 22-00864 4 CINTA005 Cintas Corporation Monthly C 22-00864 5 CINTA005 Cintas Corporation Monthly C 22-01046 1 APOLLO05 Apollo Sewer & Plumbing Inc. Repairs to

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2-01-26-310-115-221 22-01046 2 APOLL005	-115-221 B&G Firehouse: Maintenance & Repairs 2 APOLLO05 Apollo Sewer & Plumbing Inc. Repairs t	e & Repairs Continued Repairs to Urinal	85.00 R 456.02	06/03/22 06/07/22	68763	
2-01-26-310-115-237 22-00011 43 GIORDANG 22-00665 19 NJAW	J-115-237 B&G Firehouse: Utilities 43 GIORDANO Giordano Company Inc, 19 NJAW New Jersey American Water	2022 Municipal Trash Pick Up Firehouse Accounts	87.83 R 409.92 R 497.75	05/02/22 06/07/22 03/28/22 06/08/22	83899 210045054807	ജ
2-01-26-310-115-250 22-00612 2 ACTION 22-00612 3 ACTION 22-00612 5 ACTION 22-00612 5 ACTION 22-00612 6 ACTION 22-00612 7 ACTION 22-00612 7 ACTION	B&G Firehouse: Building & Ground Supplie Action Pac Distributors Building Supplection Pac Distributors	Ground Supplie Building Supplies Building Supplies Building Supplies Building Supplies Building Supplies Building Supplies	110.00 R 288.70 R 145.80 R 63.75 R 80.00 R		A08926 A08926 A08926 A08926 A08926 A08926	
917845	And Mazon Capital Services LLC Amazon Capital Services LLC	Building Supplies Long HDMI Cable 30 Ft 4K HDMI Cable 20 Ft. Orei Ultra HD 4K @60 Hz Insignia 32-inch Class F20 Shipping		03/22/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/18/22 06/07/22 05/20/22 06/07/22	A08926 1X9X-KVDN-7LT7 1X9X-KVDN-7LT7 1X9X-KVDN-7LT7 1X9X-KVDN-7LT7 1X9X-KVDN-7LT7	<b>6</b>
2-01-26-310-120-221 22-00664 6 AAA005 22-00664 8 AAA005	B&G Roundhouse-DPW: Maint. AAA Facility Solutions LLC AAA Facility Solutions LLC	& Repair DPW Roundhouse DPW Roundhouse	705.47 R 705.47 R 1,410.94	03/28/22 06/07/22 03/28/22 06/07/22	4388 4387	∞ ∞
2-01-26-310-120-237 22-00011 44 GIORDANO 22-00034 47 COMC	J-120–237 B&G Roundhouse-DPW: Utilities 44 GIORDANO Giordano Company Inc. 203 47 COMC Comcast Acc	ies 2022 Municipal Trash Pick Up Acct # 8499-05-342-0137945	331.51 R 314.03 R 645.54	05/02/22 06/07/22 03/14/22 06/07/22	83899 0137945	മമ
2-01-26-310-130-221 22-01007 1 HYDROT 22-01007 2 HYDROT 22-01007 3 HYDROT	B&G Misc. Maint. & Repair Hydro-Tek Ltd. Hydro-Tek Ltd. Hydro-Tek Ltd.	SERVICE CALL SERVICE CALL SERVICE CALL	180.00 R 24.00 R 200.00 R	05/18/22 06/08/22 05/18/22 06/08/22 05/18/22 06/08/22	60918 60918 60918	

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J Invoice	239365	92957 106892 4119050301 M61354 8528	AB-10994	83899 0135386 9907188945	272483 Y2435 SM22003	111204	9000-S	71177 71292 71343 71576
First Rcvd Chk/Void Stat/Chk Enc Date Date	05/18/22 06/08/22	02/01/22 06/07/22 05/10/22 06/07/22 04/11/22 06/07/22 05/10/22 06/08/22 03/18/22 06/07/22	04/11/22 06/08/22	05/02/22 06/07/22 03/29/22 06/07/22 05/04/22 06/07/22	01/20/22 06/08/22 01/21/22 06/09/22 04/21/22 06/08/22	03/18/22 06/08/22	05/18/22 06/08/22	05/02/22 06/08/22 05/02/22 06/08/22 05/02/22 06/08/22 05/02/22 06/08/22
Amount Sta	2,150.00 R 2,554.00	75.00 R 239.00 R 422.61 R 32.00 R 2,418.61	1,577.80 R	132.99 R 112.95 R 1,298.33 R 1,544.27	256.16 R 175.50 R 757.50 R 1,189.16	658.80 R	950,00 R	2,373.12 R 9,946.88 R 2,732.68 R 6,118.20 R
Item Description	Continued LANDSCAPING AT EASTMAN CLOCK	ide Prof. Exp.  Pest Control - monthly maint.  Elevator Maintenance - JUNE 22  Sanitation Supplies  radio coverage - June 22  monthly cleaning - june	tenance & Repa windscreens	e Prof. Exp. 2022 Municipal Trash Pick Up Account # 8499-05-342-0135386 Account # 342047258-00001	& Repair Parking Garage Elevator Digital Permits REPAIR FIRE SPRINKLER SYSTEM	Mat'l & Supplies MAINT, AND REPAIRS	Annual Stage 1 Testing	Fuel Gasoline/Diesel Fuel Gasoline/Diesel Fuel Gasoline/Diesel Fuel Gasoline/Diesel Fuel
Description	P-130-221 B&G Misc. Maint. & Repair 1 JEFFLAND Jeff's Landscape Design	B&G Community Center: Outside Prof. Exp. Arnold's Pest Control Arrow Elevator Inc. 5 Cintas Corporation 1 Wireless Communications and radio coverag CBM Solutions LLC monthly clean	B&G Community Center: Maintenance & Repa Tennis Court Supply, LLC windscreens	J-145-214 B&G Parking System: Outside Prof. Exp. 48 GIORDANO Giordano Company Inc. 2022 Munici 49 COMC Comcast Account # 8 6 BELAT3 Verizon Wireless Account # 3	B&G Parking System: Maint. Jersey Elevator Company Integrated Technical Systems Survivor Fire & Security	B&G Grass Cutting: Misc Ma McIntyre's Locksmith & Lawn	Gasoline: Maint. & Repair Herbert Lutz & Company, Inc.	Gasoline: Gasoline/Diesel R National Fuel Oil, Inc. National Fuel Oil, Inc. National Fuel Oil, Inc. National Fuel Oil, Inc.
Account P.O. Id Item Vendor	2-01-26-310-130-221 22-01012 1 JEFFLAND	2-01-26-310-135-214 22-00285 6 ARNOLD 22-00286 7 ARROW 22-00289 6 CINTA005 22-00351 7 WIRELES1 22-00617 4 CARPEL	2-01-26-310-135-221 22-00745 1 TCS005	2-01-26-310-145-214 22-00011 48 GIORDANO 22-00034 49 COMC 22-00390 6 BELAT3	2-01-26-310-145-221 22-00066 7 JERSYE 22-00163 5 INTEGRAT 22-00816 1 SURVIV	2-01-26-310-165-271 22-00615 3 MCINTY	2-01-26-315-000-221 22-00987 1 LUTZH	2-01-26-315-000-264 22-00863 7 NATOIL 22-00863 8 NATOIL 22-00863 11 NATOIL 22-00863 11 NATOIL

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TOWNSHIP OF CRANFORD	Bill List By Budget Account

Account P.O. Id Item Vendor	Description	Item Description	Amount	First Rcvd Amount Stat/Chk Enc Date Date	Chk/void Date Invoice	P0 Type
2-01-26-315-000-264 22-00863 12 NATOIL	Gasoline: Gasoline/Diesel Fuel National Fuel Oil, Inc. Gas	Fuel Continued Gasoline/Diesel Fuel	1,830.68	R 05/02/22 06/08/22	71506	. m
2-01-27-330-100-213 22-00717 1 REGIS2	Health: Professional Development NJ Registrar's Association NJ Re	opment NJ Registrar 2022 Renew-Monika	a 25.00	R 04/06/22 06/08/22	8813	
2-01-27-330-100-214 22-00899 2 BLOOM020 22-01112 2 BLOOM020	-100-214 Health: Outside Professional Expense 2 BLOOMO20 Township of Bloomfield 1st Qtr 20 2 BLOOMO20 Township of Bloomfield 1st Qtr 20	nal Expense 1st Qtr 2022 Svc Agrmnt 1st Qtr 2022 - C Tellos	31,007.25 4,968.00 35,975.25	R 05/06/22 06/09/22 R 06/10/22 06/10/22	1ST QTR 2022	കക
2-01-27-330-100-258 22-00859 1 WEAVER 22-00982 1 AMAZON 22-00982 2 AMAZON 22-00982 3 AMAZON	Health: Office Supplies Weaver Printing & Digital Amazon Capital Services LLC Amazon Capital Services LLC Amazon Capital Services LLC	Health Dept Letterhead May Office Supplies May Office Supplies May Office Supplies	165.82 54.18 4.79- 1.20- 214.01	R 05/02/22 06/08/22 R 05/13/22 06/07/22 R 06/07/22 06/07/22 R 06/07/22 06/07/22	22-107628 17RG-GYFG-QYCC 1KK3-VT11-3GFT 1V9V-JJFF-3MW4	
2-01-27-330-120-213 22-00455 1 ANJEC	Environmental: Professional Development ANJEC	l Development ANJEC Membership Renewal	375.00	R 03/01/22 06/07/22	2022	
2-01-27-340-100-214 22-00930 5 ANIMALCC 22-00930 6 ANIMALCC	100-214 Animal Control: Professional Exp 5 ANIMALCO Animal Control Solutions, LLC June 5 6 ANIMALCO Animal Control Solutions, LLC Kenne	al Exp June 2022 24 Hr Coverage Kennel & Emergency Svc	4,100.00 765.00 4,865.00	R 05/06/22 06/07/22 R 05/06/22 06/07/22	3721 3736	മമ
2-01-28-370-100-221 22-00290 2 CRANSS	Rec, Adm: Maintenance & Repair Centennial Service Center veh	pair Vehicle Maintenance	136.13	R 02/01/22 06/07/22	98534	മ
2-01-28-370-100-258 22-00306 2 WBMAS 22-00306 3 WBMAS	Rec.: Office Supplies W.B. Mason Co., Inc. W.B. Mason Co., Inc.	office supplies office supplies	491.26 416.44 907.70	R 02/01/22 06/08/22 R 02/01/22 06/08/22	227276139 229159923	മെ
2-01-28-370-100-280 22-00291 3 DREYRS	Rec.; Miscellaneous Dreyer Farms	Horticultural Supplies	171.40	R 05/10/22 06/07/22	28681	മ

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Account P.O. Id Item Vendor	Description	Item Description	Amount	First Stat/Chk Enc Date	Rcvd Date	Chk/void Date Invoice	PO Type
2-01-28-370-125-214 22-00300 8 SANICO	Rec. Cranford West: Outside Prof. Exp Sanico, Inc.	de Prof. Exp Cranford West Garbage MAY 2022	66.10	ez	04/11/22 06/08/22	0000556843	ω.
2-01-28-371-100-221 22-00311 3 CRANSS 22-00311 4 CRANSS 22-00311 5 CRANSS 22-00311 6 CRANSS	Senior Bus Maintenance Centennial Service Center Centennial Service Center Centennial Service Center Centennial Service Center	township bus maintenance township bus maintenance township bus maintenance township bus maintenance	49.94 117.50 245.92 171.91 585.27	<b>~~~~</b>	02/01/22 06/07/22 02/01/22 06/07/22 02/01/22 06/07/22 05/10/22 06/07/22	99631 100204 99191 99744	<b>ထ ထ ထ ထ</b>
2-01-29-390-100-214 22-00095 7 CARPEL 22-00098 8 LIFELINE 22-00126 3 LIMB005	Library: Outside Professional Expense CBM Solutions LLC Lifeline Technology Solutions Library Pc Limbach Company LLC	onal Expense Library general cleaning Library PC Maintenance Library Boiler repair	2,000.00 937.50 1,934.00 4,871.50	~ ~ ~	04/29/22 06/07/22 05/03/22 06/08/22 05/27/22 06/08/22	8523 10592 13186	∞ ∞ ∞
2-01-29-390-100-221 22-00105 8 JERSYE	Library: Maintenance & Repair Jersey Elevator Company	pair Library Acct#50355ANTD	227.59	~	05/10/22 06/08/22	272482	ω.
2-01-29-390-100-237 22-00011 45 GIORDANO 22-00118 13 UCIA005 22-00665 17 NJAW	Library: Utilities O Giordano Company Inc. Union County Improvement Auth. New Jersey American Water	2022 Municipal Trash Pick Up . Blanket Library Solar Library Water Supply	85.30 443.29 226.33 754.92	~ ~ ~	05/02/22 06/07/22 05/10/22 06/08/22 03/28/22 06/08/22	83899 CRAN 01 210045054807	7
2-01-29-390-100-250 22-00107 13 GRAIN3 22-00107 14 GRAIN3 22-00109 22 WBMAS	Library: Building & Ground Supplies Grainger Grainger W.B. Mason Co., Inc.	d Supplies Library Acct#806856035 Library Acct# 806856035 Library Customer# 1298222	51.78 60.23 73.98 185.99	~ ~ ~	04/28/22 06/07/22 04/28/22 06/07/22 04/05/22 06/08/22	9306613887 9324378687 230045267	<b>മ</b> മ മ
2-01-29-390-100-258 22-00108 3 BRODAR 22-00109 20 WBMAS 22-00109 23 WBMAS	Library: Office Supplies Brodart Co. W.B. Mason Co., Inc. W.B. Mason Co., Inc.	Acct #290523 Library Customer# 1298222 Library Customer# 1298222	102.37 26.98 27.99 157.34	~ ~ ~	01/20/22 06/07/22 04/28/22 06/08/22 04/28/22 06/08/22	603368 229939734 229776294	<b>82 82 82</b>
2-01-29-390-100-271 22-00109 21 WBMAS	Library: Misc Mat'l & Supplies W.B. Mason Co., Inc.	Jies Library Customer# 1298222	11.04	R (	01/20/22 06/08/22	230045267	<u>α</u>

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Customer # 101429 Customer # 200000889 Customer # 200015701
Acct # 114602 Acct # 4249614
Grant Reimbursement
Public Events: Miscellaneous ton Flag LLC
Utilities: Electricty Union County Improvement Auth. Community Center PSE&G
Account # 450-791-017-0001-25 Acount # 853-870-038-0001-74 Acct # 030 519 7037 001

# TOWNSHIP OF CRANFORD Bill List By Budget Account

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2-01-31-430-101-280 22-00023	Utility: Telephone Verizon Wireless Windstream Verizon Wireless Comcast	Continued Account # 282560259-00001 2022 Phone Service Acct # 382162183-00001 Comcast Bill 0137937	653.90 840.98 703.27 435.04 2,962.40	~~~	05/12/22 06/09/22 01/18/22 06/08/22 04/25/22 06/07/22 05/10/22 06/07/22	9905385722 74855732 9906052586 0137937	
2-01-31-430-102-280 22-00665 18 NJAW	Utility: Water New Jersey American Water	Township Water Supply	1,868.34	∝	03/28/22 06/08/22	210045054807	മ
2-01-31-430-103-280 22-00176 43 UGI005 22-00176 44 UGI005 22-00176 45 UGI005 22-00176 46 UGI005 22-00178 46 UGI005	Utility: Gas - Natural UGI Energy Services LLC UGI Energy Services LLC UGI Energy Services LLC UGI Energy Services LLC Elizabethtown Gas	Account # 1380051717 Account # 2910375424 Account # 8740637862 Account # 1710140615 Acct.#5313189940 -4/7-5/6/22	2,872.03 209.81 927.93 1.84 393.70 4,405.31	~~~~	01/25/22 06/08/22 05/23/22 06/08/22 05/23/22 06/08/22 05/23/22 06/08/22 01/26/22 06/07/22	G5322919 G5322904 G5322923 G5322905 5313189940	
2-01-31-435-000-237 22-00344 24 PSEG	Street Lighting: Utilities PSE&G	Street & Traffic Lighting	646.42	œ	04/29/22 06/08/22	1301364304	22
2-01-43-490-000-213 22-00831 1 EIDE005	Court: Professional Development Susan Eide	pment Fingerprinting Reimbursement	44.13	~	04/26/22 06/07/22		
2-01-43-490-000-229 22-00771 1 WEAVER 22-00771 2 WEAVER	Court: Postage & Printing Weaver Printing & Digital Weaver Printing & Digital	#10 WINDOW ENVELOPES BLUE INK #10 REGULAR ENVELOPES BLUE INK	130.00 85.00 215.00	~ ~	04/14/22 06/08/22 04/14/22 06/08/22	22-107596 22-107596	
2-01-55-000-010-005 22-00001 7 BOARDE	School Tax Payable Board of Education	June 2022 School Taxes	5,101,805.00	∝	01/14/22 06/07/22	JUNE 2022	<u></u>
2-01-55-000-010-028 22-01103 1 6COMM005 22-01103 2 6COMM005 22-01104 1 SIG14005 22-01104 2 SIG14005 22-01105 2 SIG11010	Reserve For Tax Appeals 6 Commerce LLC 6 Commerce LLC 5IG 14 Commerce LLC SIG 14 Commerce LLC SIG 11 Commerce, LLC SIG 11 Commerce, LLC SIG 11 Commerce, LLC	2020 JUDGEMENT REFUND 2021 JUDGEMENT REFUND 2020 JUDGEMEN REFUND 2021 JUDGEMENT REFUND 2020 JUDGEMENT REFUND 2021 JUDGEMENT REFUND	17,894.57 17,550.28 27,960,68 27,582.77 35,592.29 35,067.65	~~~~~	06/07/22 06/07/22 06/07/22 06/07/22 06/07/22 06/08/22 06/07/22 06/08/22 06/07/22 06/08/22		

PO				മമ	∞	
Chk/void Date Invoice			955-894-044-000 INV-0208 INV-0208 INV-0208 CN-0214 AAA01272	2021655 8203124000 8203124000 15	12604 239266 239266 239266	
First Rcvd Ch Stat/Chk Enc Date Date	06/07/22 06/08/22 06/07/22 06/08/22 06/07/22 06/08/22 06/07/22 06/08/22		05/04/22 06/09/22 05/31/22 06/09/22 05/31/22 06/09/22 05/31/22 06/09/22 05/31/22 06/09/22 05/31/22 06/09/22 06/07/22 06/09/22	05/18/22 06/09/22 06/07/22 06/09/22 06/07/22 06/09/22 06/07/22 06/09/22	03/14/22 06/09/22 05/18/22 06/09/22 05/18/22 06/09/22 05/18/22 06/09/22	
Amount Sta	39,575.42 R 39,135.93 R 27,435.72 R 27,049.55 R 294,844.86	5,719,774.77	160.64 R 400.00 R 100.00 R 114.00 R 80.50-R 179.88 R 99.00 R	3,000.00 R 237.60 R 81.39 R 225.00 R 3,543.99	1,135.00 R 300.00 R 350.00 R 175.00 R 1,960.00	6,487.01
Item Description	Continued 2020 JUDGEMENT RFUND 2021 JUDGEMENT REFUNDS 2020 JUDGEMENT REFUND 2021 JUDGEMENT REFUND		ions  Account # 955-894-044-0001-08  Monthly Program - May Website - May Monthly website cost - May Monthly card activation charge Credit - May Annual Zoom Service Technical Phone Support	Summer/Autumn Sounds Bubbles Shipping Pride photobooth	ing Planters - Summer Trimming of boxwoods and holly Bed prep Planting of vinca	APROVEMENT DISTRICT
Description em Vendor	1-010-028 Reserve For Tax Appeals 1 JACKS005 65 Jackson, LLC 2 JACKS005 65 Jackson, LLC 1 SIG25005 SIG 25 Commerce, LLC 2 SIG25005 SIG 25 Commerce, LLC	Fund Total: CURRENT SPECTAL IMPROVEMENT DISTRICT	1-100-205 SID: Administrative Operations 23 VERIZON1 Verizon Acco 3 MICONOO5 Miconex, Inc. Moni 4 MICONOO5 Miconex, Inc. Moni 5 MICONOO5 Miconex, Inc. Moni 6 MICONOO5 Miconex, Inc. Cred 7 MICONOO5 Miconex, Inc. Cred 1 GISOO5 Global Interactive Solutions Annu 2 GISOO5 Global Interactive Solutions Tech	-100-286 SID: EVENTS 1 BURR005 Gregory Burrus 2 MSHOP005 MS Shops LLC 3 MSHOP005 MS Shops LLC 1 JASO05 Monika Jastrzebski	SID: SS Baker Bro AND Jeff's La AND Jeff's La AND Jeff's La	Fund Total: SPECIAL IMPROVEMENT DISTRICT
Account P.O. Id Item Vendor	2-01-55-000-010-028 22-01106 1 JACKSI 22-01106 2 JACKSI 22-01108 1 SIG25I 22-01108 2 SIG25I		00-200 0014 1033 1033 1033 1079 1079	2-21-00-200-100-286 22-01018 1 BURR00 22-01055 2 MSHOP0 22-01059 1 JASO09	2-21-00-200-100-288 22-00561 4 BBLANI 22-01013 1 JEFFL/ 22-01013 3 JEFEL/	

# TOWNSHIP OF CRANFORD Bill List By Budget Account

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Account P.O. Id Item Vendor	Description	Item Description	Amount Stat,	First Rcvd Ch Stat/Chk Enc Date Date Da	Chk/void Date Invoice	PO
Fund: SWIM POC	SWIM POOL OPERATING					
2-26-00-200-105-214 22-00267 5 ARNOLD 22-00267 6 ARNOLD 22-00940 1 ORIGIO	105-214 Pool: Outside Professional Expense 5 ARNOLD Arnold's Pest Control Pest Cor 6 ARNOLD Arnold's Pest Control Pest Cor 1 ORIGIOOS Original Watermen, Inc. PERF HYR	al Expense Pest Control Pest Control PERF HYBRID ELITE W/GUARD	125.00 R 45.00 R 1,375.25 R 1,545.25	02/01/22 06/09/22 05/10/22 06/09/22 05/10/22 06/09/22	92956 92955 S76237	മ മ
2-26-00-200-105-221 22-0026 2 AQUATI 22-00270 13 CINTA005 22-00270 14 CINTA005 22-00270 17 CINTA005 22-00999 1 AIRCRE	Pool: Maintenance and Repair L Aquatic Service Inc. pp. 205 Cintas Corporation Scintas Corporation Scintas Corporation Scintas Corporation Expression Scintas Corporation Scintas Corporation pp. 205 Cintas Corporation pp. 207 Creations, Inc. pp. 207 Creations, Inc.	pair pool maint/repair Sanitation Supplies Sanitation Supplies pool service comfort plan	3,763.88 R 158.16 R 158.16 R 0.00 R 4,309.80 R 8,390.00	02/01/22 06/09/22 05/10/22 06/09/22 05/10/22 06/09/22 05/10/22 06/09/22 05/18/22 06/09/22	22-5-27AA 4120423042 4119050373 04292022	
2-26-00-200-105-237 22-00011 47 GIORDA 22-00665 16 NJAW	-26-00-200-105-237 Pool: Utilities 22-00011 47 GIORDANO Giordano Company Inc. 22-00665 16 NJAW New Jersey American Water	2022 Municipal Trash Pick Up Pool Water Supply	271.37 R 1,068.50 R 1,339.87	05/02/22 06/09/22 03/28/22 06/09/22	83899 21004505807	<b>മ</b> മ
2-26-00-200-105-250 22-00268 3 BARTEL	Pool: Building & Grounds . Bartell Farm and Garden Supply Outdoor Maintenance	ly Outdoor Maintenance	96.00 R	02/01/22 06/09/22	2549	<b>~</b>
2-26-00-200-105-253 22-00274 6 GARDN1	Pool: Chemical Supplies . Garden State Laboratories, Inc Pool Supplies -	ıc Pool Supplies - JUNE 2022	475.00 R	05/10/22 06/09/22	97889	ω
2-26-00-200-105-260 22-00912 1 STAR005	Pool: Safety Supplies IS StarGuard Elite LLC	2 LIFEGUARD CERTIFICATIONS	100.00 R	05/06/22 06/09/22	3581	
2-26-00-200-105-271 22-00977 1 AMERIS.	-105-271 Pool: Misc Matl & Supplies 1 AMERISAN Amerisan, LLC	ss bathroom supplies	1,814.15 R	05/13/22 06/09/22	4127708	
2-26-00-200-105-280 22-00265 5 AMAZON 22-00265 6 AMAZON 22-00276 3 INTEL 22-00802 1 GRAIN3 22-00802 2 GRAIN3	Pool: Miscellaneous Amazon Capital Services LLC Amazon Capital Services LLC Intellicorp Records Grainger Grainger	POOL UMBRELLA VINYL PICKET FENCE W/BASE Background Checks bulbs batteries	46.99 R 119.27 R 311.50 R 308.64 R 6.24 R	03/21/22 06/09/22 03/21/22 06/09/22 02/01/22 06/09/22 04/20/22 06/09/22	1LP4-DHQX-9PIL 13T1-C9X6-6PQC 1281037 9287275854 9287275854	<b>82 82 82</b>

Account P.O. Id Item Vendor	Description	Item Description	Amount St	First Rcvd Stat/Chk Enc Date Date	Chk/Void Date Invoice	P0 Type
2-26-00-200-105-280	Pool: Miscellaneous	Continued				
22-00802 3 GRAIN3	Grainger	batteries	38.94 R	CC/00/30 CC/0C/70	0307375054	
22-00802 4 GRAIN3	Grainger	trash bags	570.60 R	_	0787775954	
∽		cleaner	14,02 R	_	920/2/3034	
22-00802 6 GRAIN3		hydrogen peroxide	6,60 R		0787775054	
	Grainger	relief valves	86.40 R		9201213034	
22-00802 8 GRAIN3	Grainger	antiseptic	158.90 R		7377756	
22-00802 9 GRAIN3		eye wash	33.60 R		926/2/3634	
22-00802 10 GRAIN3	_	alcohol pads	18.95 R		4505772650	
22-00802 11 GRAIN3		cold packs	83.00 R		4C0C/7/076	
٠.	_	eye wash bottles	54.90 R		0707775054	
22-00802 13 GRAIN3	Grainger	filter	195.20 R		0787775854	
14		sanitary napkins	139,95 R		9287272854 9287275854	
	Grainger	aaa batteries	27.63 R		9287275854	
_	Grainger	sponges	49,38 R	_	928727585	
17		hoses	201.16 R		9287275854	
	Grainger	hose hanger	126.25 R		9287402714	
13		hooks	65.90 R		9287775854	
22		cover	49.15 R		9287275854	
77	_	cover	19.02 R		9287275854	
77		bandages	14.40 R	04/20/22 06/09/22	9287275854	
23	_	gauze pads	26.04 R		9287275854	
24		gauze pads	25.60 R		9287275854	
25	_	gauze pads	20.70 R		9287275854	
76	_	bulbs	147.45 R	_	9287775854	
77	_	safety glasses	735.00 R	_	9287402714	
78		broom handles	76.10 R	04/20/22 06/09/22	9287275854	
73	Grainger	broom handles	93.40 R	_	9287275854	
200	_	mold and mildew			9287275854	
22-00802 31 GRAIN3	Grainger	first aid tape	3.48 R		00040400	
32	_	bulbs	66,80 R		926/2/3034	
22-00802 33 GRAIN3	Grainger	shower curtain	279 50 P		100717000	
34		hot water hose	152.28 R	_	928/2/5854	
22-00802 35 GRAIN3	Grainger	eagle	164,49 R	_	920/2/3034	
		,	4,604.47		100017	
	Fund Total: SWIM P	SWIM POOL OPERATING	18 364 74			
			5,744,626.52			

B200 No. 10	raye NO. 13	
-2 TOWNSHIP OF CRANFORD	Bill List By Budget Account	

Account P.O. Id Item Vendor	/endor	Description	Item Description	Amount	First Rcvd Stat/Chk Enc Date Date	Chk/void Date Invoice	e e	P0 Type
Fund: GENE	GENERAL CAPITAL	PITAL						
C-04-19-005-000-204 21-01939 13 KILLMA	)-204 (ILLMA	Ord. 19-05 Flood Control Improvements Mott MacDonald LLC Rahway Riv	mprovements Rahway River Flood Risk Mgmt.	2,966.67	R 11/12/21 06/09/22	.2 507451913	913	<b>m</b>
C-04-20-007-000-201 21-00317 9 MFS00 21-01926 5 MFS00 21-01928 3 MFS00 21-01929 3 MFS00	000-201 9 MFS005 5 MFS005 3 MFS005 3 MFS005	Ord 2020-07 Elevation of Homes MFS Construction LLC 2 V6 MFS Construction LLC 9 R- MFS Construction LLC 14 H	omes 2 venetia Avenue 9 Richmond Avenue 14 Kensington Ave 610 Riverside Drive	1,309.00 1,309.00 154.00 2,926.00	R 02/03/21 06/10/22 R 11/08/21 06/10/22 R 11/08/21 06/10/22 R 11/08/21 06/10/22		1221004,000- 15 1221004,000 -14 1221004,000-13 1221004,000-12	
		Fund Total: GENERAL CAPITAL Year Total:	APITAL	5,892.67 5,892.67				
Fund: CURR	CURRENT							
G-01-41-700-105-281 22-00853 5 SHI 22-00853 6 SHI	281 SHI SHI	Alco Ed Rehab Enf COURT-PURCHASE ORDERS SHI International Corp. PART #396704: SHI International Corp. PART #201541	RCHASE ORDERS PART #39670486 PART #20154117	685.50 167.90 853.40	R 04/28/22 06/08/22 R 04/28/22 06/08/22	2 B15294709 2 B15294709	709 709	<b>82</b> 82
		Fund Total: CURRENT Year Total:		853.40 853.40				
Fund: GENE	GENERAL TRUST	UST						
T-15-00-000-101-000 22-00955 1 ROBBI 22-00957 1 TOP00 22-00960 1 MASER	-101-000 1 ROBB1005 1 TOP005 1 MASER	Escrow Robbins & Robbins Topology NJ LLC Colliers Engineering & Design	17 OSAGE DR / ZBA-21-014 189 NORTH AVE E / ZBA-20-001 17 OSAGE DR / ZBA-21-014	666.00 787.50 360.00 1,813.50	R 05/13/22 06/09/22 R 05/13/22 06/09/22 R 05/13/22 06/09/22	2 4/7/22 2 6996 2 0000740677	1977	
T-15-00-000-103-000 22-00451 5 SHULO	103-000 5 SHULOO5	Public Defender Michael R. Shulman	May: Alt. Public Defender	300.00	R 02/24/22 06/09/22	2 APRIL 2022	.022	മ
T-15-00-000-107-000 22-00853 4 SHI	-000 HI	POAA (Court) SHI International Corp.	PART #39670486	779.50	R 04/28/22 06/09/22	2 B15294709	60	മ

TOWNSHIP OF CRANFORD Bill List By Budget Account

Account P.O. Id Item Vendor	Description	Item Description	Amount	First Rcvd Stat/Chk Enc Date Date	Chk/void Date IN	Invoice	P0 Type
T-15-00-000-110-000 22-00304 15 VILLA01 22-00304 16 VILLA01 22-00307 2 WEAVER 22-00307 3 WEAVER 22-00919 1 MRJS	0-110-000 Enrichment Other Expenses 15 VILLAO10 Village Super Market, Inc. 16 VILLAO10 Village Super Market, Inc. 2 WEAVER Weaver Printing & Digital 3 WEAVER Weaver Printing & Digital 1 MRJS MR, J'S	carol-meet + greet counselors senior/kinder cooking printing printing BAGELS AND BINGO APRIL 2022	29.49 39.74 995.00 245.00 178.75 1,487.98	R 05/10/22 06/09/22 R 05/10/22 06/09/22 R 02/01/22 06/09/22 R 02/01/22 06/09/22 R 05/06/22 06/09/22		01620183503 01620307515 22-107641 22-107533 699036	
T-15-00-000-111-000 22-01025 1 LORCO	Recycling LORCO PETROLEUM SERVICES	RECYCLING USED OIL	112.50	R 05/31/22 06/09/22		1744436	
T-15-00-000-112-000 22-01018 2 BURR005 22-01065 1 HAUNTO05 22-01080 1 BBLANDS	112-000 District Management Donations (SID) 2 BURR005 Gregory Burrus Summer/A 1 HAUNT005 Haunted History Productions Ghostwal 1 BBLANDS Baker Bros. Landscaping Planter	ons (SID) Summer/Autumn Sounds Ghostwalk Tour - 2nd payment Planter Installations	100.00 1,000.00 1,925.00 3,025.00	R 05/18/22 06/09/22 R 06/07/22 06/09/22 R 06/07/22 06/09/22		2021655 12603	
T-15-00-000-119-000 22-01081 1 BBLANDS	Post Office Flagpole Baker Bros. Landscaping	Post Office Plaza clean up	675.00	R 06/07/22 06/09/22		12601	
T-15-00-000-141-000 22-01000 1 RCS0L005 RC 22-01000 2 RCS0L005 RC 22-01000 3 RCS0L005 RC 22-01000 4 RCS0L005 RC	POLICE DONATIONS 5 RC Solutions, LLC 5 RC Solutions, LLC 5 RC Solutions, LLC 5 RC Solutions, LLC	125th Anniv. Challenge Coins Die Charge Artwork Shipping	2,500.00 240.00 65.00 96.81 2,901.81	R 05/18/22 06/09/22 R 05/18/22 06/09/22 R 05/18/22 06/09/22 R 05/18/22 06/09/22		2131 2131 2131 2131	
	Fund Total: GENERAL TRUST	RUST	11,095.29				
Fund: ANIMAL TRUST	UST						
T-22-00-000-102-000 22-00928 2 NJSDOH 22-00928 3 NJSDOH	Animal Control Due to State License Fees N J ST DEPT OF HEALTH Apr 2022 Stat N J ST DEPT OF HEALTH May 2022 Stat	e License Fees Apr 2022 State Dog Rpts May 2022 State Dog Rpts	62.40 F 103.80 F 166.20	R 05/06/22 06/09/22 R 05/06/22 06/09/22		APRIL 2022 MAY 2022	<b>82 82</b>
	Fund Total: ANIMAL TRUST	JST	166.20				

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Account P.O. Id Item Vendor	Description Item Description	Amount Sta	First Rcvd Chk/Void Amount Stat/Chk Enc Date Date	Invoice	Po Type
T-35-00-000-101-012 22-00951 1 MASER	ESCROW: 643 Raritan Rd FiveAces/Jola Res Colliers Engineering & Design 643 RARITAN AVE / ZBA-18-015	816.25 R	05/13/22 06/09/22	0000740725	: [
T-35-00-000-101-019 22-00952 1 MASER 22-00959 1 STICKO0	101-019 ESCROW: 40-42 Jackson Dr Food Truck Inc 1 MASER Colliers Engineering & Design 40-42 JACKSON DR / FOOD TRUCK 1 STICKOO5 Stickel Koenig Sullivan 40-42 JACKSON DR / FOOD TRUCK	232.50 R 185.00 R 417.50	05/13/22 06/09/22 05/13/22 06/09/22	0000740676 4/8/22	
T-35-00-000-101-026 22-00953 1 MASER 22-00954 1 ROBBIO09	101-026 ESCROW: 24 South Ave W/Harrison Develop 1 MASER Colliers Engineering & Design 24 SOUTH AVE W / HARRISON DEV 1 ROBBIOO5 Robbins & Robbins	1,483.75 R 481.00 R 1,964.75	05/13/22 06/09/22 05/13/22 06/09/22	0000740773	
T-35-00-000-101-030 22-00958 1 STICKOO <sup>5</sup>	-35-00-000-101-030 ESCROW: 95 James Ave/Pombal Builders 22-00958 1 STICKOO5 Stickel Koenig Sullivan 95 JAMES AVE / POMBAL BUILDERS	92,50 R	05/13/22 06/09/22	4/8/22	
T-35-00-000-101-032 22-00956 1 TOP005	ESCROW:245-249 North Av/354 NGarwood LLC Topology NJ LLC 245-249 NORTH AVE W/ZBA-21-010	481.25 R	05/13/22 06/09/22	2669	
	Fund Total: Year Total:	3,772.25 15,033.74			
Total Charged Lines:	424 Total List Amount: 5,766,406.33 Total Void Amount:	0.00			Ī

TOWNSHIP OF CRANFORD Bill List By Budget Account

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Clind Decoration	Totals by Year-Fund	

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total	
CURRENT	2-01	5,719,774.77	0.00	5,719,774.77	0.00	0.00	5,719,774.77	
SPECIAL IMPROVEMENT DISTRICT	JESTRICT 2-21	6,487.01	0.00	6,487.01	0.00	0.00	6,487.01	
SWIM POOL OPERATING	2-26 Year Total:	18,364.74	0.00	18,364,74	0.00	00.00	18,364.74	
GENERAL CAPITAL	C-04	5,892.67	0.00	5,892,67	0.00	0.00	5,892.67	
CURRENT	G-01	853,40	0.00	853.40	0.00	0.00	853.40	
GENERAL TRUST	T-15	11,095.29	0.00	11,095.29	0.00	0.00	11,095.29	
ANIMAL TRUST	T-22	166,20	0.00	166.20	0.00	00.00	166.20	
	T-35 Year Total:	3,772.25	0.00	3,772.25	0.00	0.00	3,772.2 <u>5</u> 15,033.74	
Т0	Total Of All Funds:	5,766,406.33	0.00	5,766,406.33	0.00	00.00	5,766,406.33	



# **Township of Cranford**

8 Springfield Avenue Cranford, New Jersey 07016-2199 (908) 709-7200 Fax (908) 276-7664

www.cranfordnj.org

Date: June 10<sup>th</sup>, 2022

To: Cranford Township Committee

From: Lavona Patterson, CFO

Re: Payment of Statutory Bills between Official Meetings

Attached are the statutory payments that have been made from May 1<sup>st</sup>, 2022 through May 31<sup>st</sup>, 2022 for the Current Fund and the statutory payments that have been made from May 1<sup>st</sup>, 2022 through May 31<sup>st</sup>, 2022 for the General Capital Fund.

Other Db: N Cr: N

Bank Id: IB 6581 Starting Transaction Date: 05/01/22 Ending Transaction Date: 05/31/22

Report Type: All Transactions

Transaction Type: Manual Db:

Manual Db: Y Cr: Y Receipts Db: N Cr: N Disbursements Db: N Cr: N

Expenditures Db: Y Cr: Y Reimbursmnt Db: N Cr: N Revenue Db: N Cr: N

Note: \* Denotes transaction is from Prior Year G/L Account.

Date	Туре	Vendor/Descript	Debit	Credit	Reference	Check	Recon Dat
	Expenditure	Q2 for 2022 Budget Appropriation		44,549.01	В 3121	2	
	Expenditure	Chase CC Fee - April 2022 - Records		38.35	B 3129	1	
	Expenditure	Chase CC Fee - April 2022 - Court		43.90		2	
	Expenditure	Chase CC Fee - April 2022 - Bail		35.21	В 3129	3	
	Expenditure	Chase CC Fee - Apr 2022 - Health Inspec		36.34	в 3129	4	
	Expenditure	Chase CC Fee - April 2022 - Parking		3,261.67	в 3129	6	
	Expenditure	American Ex. CC Fee -Apr'22- Parkng 5/5		15.12	в 3129	7	
	Expenditure	Chase CC Fee -Apr 2022- Police Permits		85.11	в 3129	13	
	Expenditure	American Ex. CC Fee -Apr'22- Police 5/5		50.54	в 3129	15	
	Expenditure	CONSERV CTR P/T - PAYROLL#9.2		2,500.00	B 3131	1	
	Expenditure	SOCIAL SECURITY - PAYROLL#9.2		191.25	в 3131	2	
05/04/22	Expenditure	Due from SID: GiftCard Account Relpenish		7,437.00		1	
05/10/22	Manual Entry	Manual Check Bill List on 5/10/2022		275.00		8	
05/11/22	Manual Entry	Bill List on 5/10/2022		5,308,904.56		6	
05/11/22	Expenditure	Due Trust: SID Donation - Vinnys Pizza		668.50		1	
05/11/22	Expenditure	Due Trust: SID Donation - PB Westfield		587.00		2	
05/11/22	Expenditure	Due Trust: SID Donation - Old City Cafe		668.50		3	
	Expenditure	Due Trust: SID Donation - JA Restuarants		1,337.00		4	
	Expenditure	DCRP - Payroll #10 - MAy 13, 2022		624.09		4	
	Expenditure	Due Animal: Wrong CC Terminal Used 5/6		21.00		1	
	Expenditure	Active Health Benefits - May 2022		237,332.31		1	
	Expenditure	Retired Health Benefits - May 2022		147,248.84		2	
	Expenditure	TOWNSHIP CLERK F/T - PAYROLL #10		6,813.73		2	
	Expenditure	TOWNSHIP CLERK P/T - PAYROLL #10		1,160.00		3	
	Expenditure	CHANNEL 35 P/T - PAYROLL #10		3,448.77		4	
	Expenditure	FINANCE F/T - PAYROLL #10		14,520.59		6	
	Expenditure	TAX ASSESSOR F/T - PAYROLL #10		5,369.20		7	
	Expenditure	TAX COLLECTOR F/T - PAYROLL #10		4,706.96		8	
	Expenditure	MUNICIPAL COURT F/T - PAYROLL #10		8,564.21		10	
	Expenditure	MUNICIPAL COURT O/T - PAYROLL #10		660.25			
	Expenditure	FIRE EMS STIPEND - PAYROLL #10				13	
	Expenditure	ZONING BOARD F/T - PAYROLL #10		1,500.00 6		16	
	Expenditure	FIRE F/T - PAYROLL #10		5,000.00 E 21,200.14 E		17	
	Expenditure	FIRE SUPPRESSION F/T - PAYROLL #10				19	
	Expenditure	COMMUNICATIONS F/T - PAYROLL #10		107,140.72		20	
	Expenditure	POLICE F/T - PAYROLL #10		20,217.65 E		22	
	Expenditure			240,482.38 E		23	
	Expenditure	Detective Bureau O/T - PAYROLL #10		3,283.32 E		25	
	Expenditure	FIRE SUPPRESSION O/T - PAYROLL #10		13,720.69 E		30	
	Expenditure	Traffic P/T-CROSSING GUARDS-PAYROLL #10		2,543.76 E		32	
		EMS P/T - PAYROLL #10		8,507.00 E		34	
	Expenditure	BLDG DEPT F/T - PAYROLL #10		15,343.92 E		35	
	Expenditure	BLDG DEPT P/T - PAYROLL #10		3,852.06 B		36	
	Expenditure	DPW ADMIN F/T - PAYROLL #10		7,162.57 B		38	
	Expenditure	ROAD REPAIR F/T PAYROLL #10		35,379.57 B		39	
	Expenditure	CONSERV CTR P/T - PAYROLL #10		675.50 B		42	
	Expenditure	SEWER SYSTEM F/T - PAYROLL #10		7,329.02 B		46	
	xpenditure	SHADE TREE F/T - PAYROLL #10		8,920.00 B		47	
3/13/22 E	Expenditure	BOARD OF HEALTH F/T - PAYROLL #10		3,039.31 B	3132	50	

Date	Туре	Vendor/Descript	Debit	Credit	Referenc	:e	Check	Recon	Date
05/13/22	Expenditure	BOARD OF HEALTH P/T - PAYROLL #10		1,210.00	в 3132	51			
05/13/22	Expenditure	REC ADMIN F/T - PAYROLL #10		7,713.44					
	Expenditure	REC ADMIN P/T - PAYROLL #10		263.50	в 3132				
05/13/22	Expenditure	LIBRARY F/T - PAYROLL #10		22,503.14					
05/13/22	Expenditure	LIBRARY P/T - PAYROLL #10		11,197.47					
05/13/22	Expenditure	LIBRARY TEMP - PAYROLL #10		465.57					
05/13/22	Expenditure	SOCIAL SECURITY - PAYROLL #10		23,670.42		147			
05/13/22	Expenditure	PROP MAINT INSPECTION - PAYROLL #10		841.03		186			
05/13/22	Expenditure	SC BUS TEMP-ADP#211904 PAYROLL #10		1,491.00		204			
05/13/22	Expenditure	PLANNING BOARD P/T - PAYROLL #10		408.08		216			
05/13/22	Expenditure	COMM ON YOUTH PAYROLL #10		1,291.13		223			
05/13/22	Expenditure	ROAD REPAIR O/T - PAYROLL #10		300.87		230			
	Expenditure	ZONING BOARD P/T - PAYROLL #10		408.09		241			
	Expenditure	MUNICIPAL ALLIANCE - PAYROLL #10		875.00		250			
	Expenditure	ADMIN F/T - PAYROLL #10		10,753.84					
	Expenditure	ADMIN P/T - PAYROLL #10		1,135.16					
	Expenditure	ENGINEERING P/T - PAYROLL #10		360.00					
	Expenditure	Q2 2022 - Open Space Taxes		176,930.12		1			
	Expenditure	Q2 2022 - County Taxes		5,577,273.07		2			
	Manual Entry	Bill List on 5/24/2022		1,742,992.98		6			
	Expenditure	DCRP - Payroll #11 - May 27, 2022		613.62		4			
	Expenditure	Transfer to Gen Trust 2022 Budget Approp		8,000.00		1			
	Expenditure	TOWNSHIP CLERK F/T - PAYROLL #11		6,813.73		2			
	Expenditure	TOWNSHIP CLERK P/T - PAYROLL #11		1,125.00		3			
	Expenditure	CHANNEL 35 P/T - PAYROLL #11		3,314.77		4			
	Expenditure	FINANCE F/T - PAYROLL #11		14,520.59		6			
	Expenditure	TAX ASSESSOR F/T - PAYROLL #11		5,369.20		7			
	Expenditure	TAX COLLECTOR F/T - PAYROLL #11		4,706.96		8			
	Expenditure	MUNICIPAL COURT F/T - PAYROLL #11		8,564.21		10			
	Expenditure	MUNICIPAL COURT O/T - PAYROLL #11		482.74		13			
	Expenditure	FIRE EMS STIPEND - PAYROLL #11		1,100.00		16			
	Expenditure	ZONING BOARD F/T - PAYROLL #11		5,000.00 i		17			
	Expenditure	FIRE F/T - PAYROLL #11		21,200.14		19			
	Expenditure	FIRE SUPPRESSION F/T - PAYROLL #11		107,493.41		20			
	Expenditure	COMMUNICATIONS F/T - PAYROLL #11		•					
	Expenditure	Detective Bureau O/T - PAYROLL #11		13,445.49		22			
	Expenditure	FIRE SUPPRESSION O/T - PAYROLL #11		8,406.35		25			
	Expenditure	Traffic P/T-CROSSING GUARDS-PAYROLL #11		5,503.39 E		30			
	Expenditure	EMS P/T - PAYROLL #11		5,198.76 E		32			
	Expenditure	BLDG DEPT F/T - PAYROLL #11		10,325.27 E 15,343.92 E		34			
	Expenditure	BLDG DEPT P/T - PAYROLL #11		•		35			
	Expenditure	DPW ADMIN F/T - PAYROLL #11		4,526.91 E 8,931.80 E		36			
	Expenditure	ROAD REPAIR F/T PAYROLL #11		•		38			
	Expenditure	CONSERV CTR P/T - PAYROLL #11		35,637.83 E 689.00 E		39			
	Expenditure	SEWER SYSTEM F/T - PAYROLL #11				42			
	xpenditure	SHADE TREE F/T - PAYROLL #11		6,722.40 E		46			
	xpenditure	· · · · · · · · · · · · · · · · · · ·		8,911.15 B		47			
	xpenditure	BOARD OF HEALTH F/T - PAYROLL #11 BOARD OF HEALTH P/T - PAYROLL #11		3,039.31 B		50			
	xpenditure	REC ADMIN F/T - PAYROLL #11		1,210.00 B		51			
	xpenditure xpenditure			7,713.44 B		52			
	xpenditure xpenditure	LIBRARY F/T - PAYROLL #11		22,503.14 B		58			
		LIBRARY P/T - PAYROLL #11		10,976.73 B		59			
	xpenditure	LIBRARY TEMP - PAYROLL #11		325.00 B		60			
	xpenditure	SOCIAL SECURITY - PAYROLL #11		26,243.87 B					
DIZIIZZ E	xpenditure	PROP MAINT INSPECTION - PAYROLL #11		841.03 B	3145	190			

#### TOWNSHIP OF CRANFORD Bank Reconciliation Inquiry

Page No: 3

Date	Туре	Vendor/Descript	Debit	Credit	Reference	3	Check Recon Date
05/27/22	2 Expenditure	SC BUS TEMP-ADP#211904 PAYROLL #11		1,564,50	в 3145	204	
05/27/22	? Expenditure	PLANNING BOARD P/T - PAYROLL #11		408.08			
05/27/22	? Expenditure	COMM ON YOUTH PAYROLL #11		1,628.13			
05/27/22	! Expenditure	Sewer System O/T - PAYROLL #11		122,10			
05/27/22	Expenditure	ZONING BOARD P/T - PAYROLL #11		408.09			
05/27/22	Expenditure	ADMIN F/T - PAYROLL #11		10,753.84			
05/27/22	Expenditure	Police Terminal Pay - Payroll #11		200,034.64		283	
05/27/22	Expenditure	ADMIN P/T - PAYROLL #11		1,096.16			
05/27/22	Expenditure	ENGINEERING P/T - PAYROLL #11		360.00			
05/27/22	Expenditure	POLICE F/T - PAYROLL #11		237,427,90		304	
05/27/22	Expenditure	POLICE F/T - PR #11 s/b 20125240100111	237,427.90	•	В 3146	1	
05/27/22	Expenditure	POLICE F/T - PAYROLL #11	,	237,427.90		2	

Report Totals

Manual Entry: Total Expenditure: Total:

3 111

Debit: 237,427.90 237,427.90 Debit:\_

0.00

Credit: 7,052,172.54 Credit: 7,912,393.49 14,964,566.03

Net: 7,052,172.54 Cr Net: 7.674,965.59 Cr 14,727,138.13 Cr

### TOWNSHIP OF CRANFORD Bank Reconciliation Inquiry

Page No: 1

Bank Id: IB 6604

Starting Transaction Date: 05/01/22 Ending Transaction Date: 05/31/22

Report Type: All Transactions

Transaction Type:

Manual Db: Y Cr: Y

Receipts Db: N Cr: N Disbursements Db: N Cr: N imbursmnt Db: N Cr: N Revenue Db: N Cr: N

Other Db: N Cr: N

Expenditures Db: Y Cr: Y Reimbursmnt Db: N Cr: N Note: \* Denotes transaction is from Prior Year G/L Account.

		/Descript		Debit	: Credit	Reference	Check Recon Date
Report Totals							
Manual Entry: Total Expenditure:	0	Debit: Debit:	0.00	Credit: Credit:	0.00 0.00	Net: Net:	0.00 Db 0.00 Db