

January 31, 2019

Regular Meeting of the Township Committee of the Township of Hanover, County of Morris and State of New Jersey was held on Thursday, January 31, 2019, at 8:00 o'clock in the evening, prevailing time, at the Municipal Building, 1000 Route 10, in said Township.

PRESENT: Mayor Francioli, Members Ferramosca, Gallagher, Cahill and Mihalko

ABSENT:

-----  
**STATEMENT BY PRESIDING OFFICER:**

Adequate notice of this meeting has been provided in accordance with the Open Public Meetings Act by posting written notices and agenda of the meeting on the bulletin board in the Municipal Building, 1000 Route 10, Township of Hanover and by hand delivering, mailing or faxing such notice and agenda to the following newspapers:

**HANOVER EAGLE  
MORRIS COUNTY'S DAILY RECORD  
THE STAR LEDGER**

and by filing same with the Township Clerk.

(Signed) John L. Ferramosca, Deputy Mayor

-----  
**PLEDGE OF ALLEGIANCE TO THE FLAG**

-----  
**OPENING PRAYER**

**Almighty God, we ask that you bless this governing body with an abundance of wisdom and understanding so that every deliberation will result in actions which will promote the common good and the general welfare for all of the people of Hanover Township...AMEN**

-----  
**OPEN TO THE PUBLIC**

Motion made by Member Ferramosca to open to the Public and was seconded by Member Gallagher and unanimously passed.

Motion to close made by Member Gallagher and second by Member Ferramosca and unanimously passed.

-----  
**APPROVAL OF MINUTES:**

The Minutes of the Regular Meeting of January 10, 2019 have been presented to the members of the Committee prior to this meeting by the Township Clerk.

Member Gallagher moved that the Minutes of the Regular Meeting of January 10, 2019 have been accepted and approved as presented by the Township Clerk. The motion was seconded by Member Ferramosca and was unanimously passed.

-----  
**ORDINANCES FOR INTRODUCTION:**

**ORDINANCE NO. 2-2019**

**AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HANOVER AMENDING AND SUPPLEMENTING SECTION 125-4. ENTITLED "RECREATION DEPARTMENT FEES" UNDER CHAPTER 125 OF THE CODE OF THE TOWNSHIP ENTITLED FEES WITH THE INCLUSION OF NEW RESIDENT AND NON-RESIDENT POOL MEMBERSHIP FEES FOR THE YEAR 2019 BEE MEADOW**

January 31, 2019

**SWIMMING POOL SEASON AND NEW FEES RELATED TO VARIOUS RECREATION AND PARK ADMINISTRATION DEPARTMENT PROGRAMS AND ACTIVITIES**

**WHEREAS**, during a meeting on December 11, 2018, the Board of Recreation Commissioners discussed and reviewed the need to update the fall, winter and spring program fees for those programs sponsored by the Township’s Recreation and Park Administration Department; and

**WHEREAS**, subsequently, the Board of Recreation Commissioners, during its January 15, 2019 meeting also approved the new 2019 Bee Meadow Swimming Pool season membership fees; and

**WHEREAS**, the Superintendent of the Recreation and Park Administration Department, in accordance with the recommendations of the Board of Recreation Commissioners, submitted a list of the revised program fees for various fall, winter and spring programs including other events sponsored by the Department and the new 2019 pool membership fees; and

**WHEREAS**, the memoranda of the Superintendent of the Recreation and Park Administration Department dated January 9 and 18, 2019 are incorporated herein and made a part of this Ordinance as if set forth in full.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey as follows:

**Section 1.** §125-4. Entitled “Recreation Department Fees.” Under Chapter 125 of the Code of the Township entitled Fees is hereby amended and supplemented with the inclusion of new fall, winter and spring program fees and other event fees as set forth below:

\*An asterisk next to each Non-Resident Program denotes an additional 10% Non-Resident fee.

<b><u>FALL PROGRAMS:</u></b>	<b><u>Resident:</u></b>	<b><u>Non-Resident:</u></b>
Adult Indoor Soccer	\$ 55.00	*
Advanced Baking	\$160.00	*
Ageless Grace	\$ 45.00	*
Bake Up Some Fun	\$160.00	*
Karate	\$ 50.00	*
Mind Over Matter	\$ 85.00	*
Line Dancing	\$ 35.00	*
LiveLoveMove	\$ 45.00	*
Mahjong	\$ 65.00	*
Men’s Basketball	\$ 80.00	*
Pickleball Open Play	\$ 20.00	*
Senior Circuit	\$ 55.00	*
Senior Fitness	\$ 25.00	*
Twilight Pickleball	\$ 40.00	*
Wiggle and Grow	\$ 45.00	*
Yoga on the Chair	\$ 40.00	*
<b><u>WINTER PROGRAMS:</u></b>	<b><u>Resident:</u></b>	<b><u>Non-Resident:</u></b>
Adult Indoor Soccer	\$ 55.00	*
Advanced Baking	\$160.00	*
Ageless Grace	\$ 45.00	*
Bake Up Some Fun	\$160.00	*
Basketball – Travel for Boys	\$150.00	Not Eligible
Basketball – Recreation for Boys and Girls	\$130.00	Not Eligible
Karate	\$ 50.00	*
Line Dancing	\$ 35.00	*

**January 31, 2019**

LiveLoveMove	\$ 45.00	*
Mahjong	\$ 65.00	*
Men's Basketball	\$ 80.00	*
Mind Over Matter	\$ 85.00	*
Pickleball Open Play	\$ 20.00	*
Senior Circuit	\$ 55.00	*
Senior Fitness	\$ 25.00	*
Ski (Bus only)	\$200.00	Not Eligible
Twilight Pickleball	\$ 40.00	*
Youth Basketball Clinics K-2	\$ 25.00	Not Eligible
Wiggle and Grow	\$ 45.00	*
Wrestling	\$100.00	Not Eligible
Yoga on the Chair	\$ 40.00	*

<b><u>SPRING PROGRAMS:</u></b>	<b><u>Resident:</u></b>	<b><u>Non-Resident:</u></b>
Adult Indoor Soccer	\$ 55.00	*
Advanced Baking	\$160.00	*
Ageless Grace	\$ 45.00	*
Bake Up Some Fun	\$160.00	*
Girls Lacrosse – Grade 3-4	\$140.00	Not Eligible
Girls Lacrosse – Grade 5-8	\$140.00	Not Eligible
Karate	\$ 50.00	*
Kids Triathlon	\$ 15.00	\$15.00
Line Dancing	\$ 35.00	*
LiveLoveMove	\$ 45.00	*
Mahjong	\$ 65.00	*
Men's Basketball	\$ 80.00	*
Mind Over Matter	\$ 85.00	*
Pickleball Open Play	\$ 20.00	*

**SPRING PROGRAMS (Con't):**

Senior Circuit	\$ 55.00	*
Senior FITness	\$ 25.00	*
Sports Buddies	\$ 25.00	Not Eligible
Twilight Pickleball	\$ 40.00	*
Wiggle and Grow	\$ 45.00	*
Yoga on the Chair	\$ 40.00	*

<b><u>OTHER EVENTS:</u></b>	<b><u>Resident Fee:</u></b>	<b><u>Non-Resident:</u></b>
Broadway Trips	\$100.00-\$150.00	\$100.00- \$150.00
Paper Mill Playhouse	\$85.00	\$ 85.00
Community Garden	\$25.00 /per spot	Not Eligible

**Section 2.** §125-4. Entitled "Recreation Department Fees." Under Chapter 125 of the Code of the Township entitled Fees is hereby amended and supplemented with the inclusion of the following new year 2019 Bee Meadow swimming pool membership fees for resident and non-residents who pay prior to April 15, 2019 and after April 15, 2019 as follows:

	<b>DISCOUNTED AND NEW MEMBER RATE (PRIOR TO 4/15/19)</b>	<b>RATE AFTER (4/15/19) (RETURNING MEMBERS)</b>
RESIDENT FAMILY	\$355.00	\$380.00
RESIDENT TWO-PERSON (SAME HOUSEHOLD)	\$310.00	\$335.00
RESIDENT SINGLE	\$245.00	\$270.00
RESIDENT ASSOCIATE	\$200.00	\$225.00
RESIDENT SENIOR COUPLE	\$210.00	\$235.00
RESIDENT SENIOR COUPLE WITH GRANDCHILDREN (MAX 3)	\$265.00	\$290.00
RESIDENT SENIOR SINGLE	\$135.00	\$160.00

**January 31, 2019**

RESIDENT SENIOR SINGLE WITH GRANDCHILDREN (MAX 3)	\$190.00	\$215.00
NON-RESIDENT FAMILY	\$570.00	\$595.00
NON-RESIDENT TWO-PERSON (SAME HOUSEHOLD)	\$500.00	\$525.00
NON-RESIDENT SINGLE	\$425.00	\$450.00
NON-RESIDENT ASSOCIATE	\$380.00	\$405.00
NON-RESIDENT SENIOR COUPLE	\$395.00	\$420.00
NON-RESIDENT SENIOR SINGLE	\$320.00	\$345.00

**Section 3. §125-4. Is hereby amended and supplemented as follows to include the following new guest fees for the year 2019 pool season.**

**Guest Punch Card: 10 Guests for \$75.00** – No expiration date – Purchased at Pool Office.

**Guests**

The number of times a guest may come to the pool is at the discretion of pool management.

**Guest Fees:**        Adults: \$9.00   Children: \$8.00        **Monday – Friday**

Adults: \$10.00        Children: \$9.00        **Weekends & Holidays**

**Section 4. §125-4. Is also amended with the inclusion of the following reduced pool fees for the year 2019 season beginning on Monday, August 5, 2019.**

	RESIDENT FEE	REDUCED FEE	DISCOUNT AMOUNT
<b>FAMILY</b>	380.00	228.00	152.00
<b>TWO PERSON</b>	335.00	201.00	134.00
<b>SINGLE</b>	270.00	162.00	108.00
<b>SENIOR COUPLE/ GRANDCHILDREN</b>	210.00 265.00	126.00 159.00	84.00 106.00
<b>SENIOR SINGLE/ GRANDCHILDREN</b>	135.00 190.00	81.00 114.00	54.00 76.00
<b>ASSOCIATE</b>	225.00	135.00	90.00
	NON-RESIDENT FEE	REDUCED FEE	DISCOUNT AMOUNT
<b>FAMILY</b>	595.00	357.00	238.00
<b>TWO PERSON</b>	525.00	315.00	210.00
<b>SINGLE</b>	450.00	270.00	180.00
<b>SENIOR COUPLE</b>	420.00	252.00	168.00
<b>SENIOR SINGLE</b>	345.00	207.00	138.00
<b>ASSOCIATE</b>	405.00	243.00	162.00

It was agreed that from the period of August 19 – September 2, 2019, an “End of Season – One Day Pass” will be available on a daily basis to residents only at a cost of \$10.00 per day.

**Section 5. §125-4.** Entitled “Recreation Department Fees” under Chapter 125 of the Code entitled Fees is hereby amended with the inclusion of the following:

January 31, 2019

**SUMMER PLUS 2019:**

	1 Session	2 Sessions	3 Sessions
1 Child	\$145.00	\$290.00	\$435.00
2 <sup>nd</sup> Child	\$137.00	\$274.00	\$411.00
3 <sup>rd</sup> Child	\$130.00	\$260.00	\$390.00

**TRAVELLING TEENS:**

Early Bird Registration (Before 12:00 p.m. on May 18, 2019):

Two 2- week sessions:

Session 1:	July 8 – July 19, 2019.....	\$ 750.00
Session 2	July 22- August 2, 2019.....	\$ 750.00
Entire four week session:.....		\$1,350.00

After May 18, 2019:

Session 1:	July 8 – July 19, 2019.....	\$ 775.00
Session 2:	July 22 – August 2, 3019.....	\$ 775.00
Entire four week session:.....		\$1,400.00

YOUTH PUBLIC SAFETY ACADEMY.....	\$ 125.00
SUMMER SPORTS CLINICS.....	\$ 75.00
WILDCAT SPORTS CAMPS.....	\$ 90 - \$195.00
COUNSELOR IN TRAINING PROGRAM.....	\$ 180.00

**Section 6.** In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

**Section 7.** All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

**Section 8.** This ordinance shall take effect in accordance with the law.

Ordinance will be further considered for Public Hearing on February 14<sup>th</sup> at 8:00 pm and at that time any person wishing to be heard concerning the Ordinance will be given the opportunity to be heard. The Ordinance and Notice of Introduction will be published in full in the Daily Record in accordance with the law.

Motion on introduction made by Member Francioli and seconded by Member Gallagher and unanimously approved.

**So Introduced**

**ORDINANCE NO. 3-2019**

**AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE HANOVER TOWNSHIP LITTLE LEAGUE, INCORPORATED FOR THE OPERATION OF THE BLACK BROOK PARK CONCESSION STAND COMMENCING APRIL 6, 2019 THROUGH AUGUST 31, 2019**

**WHEREAS**, the **Hanover Township Little League, Incorporated** is a nonprofit organization which has requested permission from the Board of Recreation Commissioners and the Township Committee to operate the Black Brook Park Concession for the benefit of the public generally during the 2019 Little League Baseball season which begins on April 6, 2019; and

**WHEREAS**, the **Hanover Township Little League, Incorporated** agrees to comply with the Township's Specification which sets forth in full the standards and

January 31, 2019

criteria for the proper operation of the Black Brook Park Concession Stand; and

**WHEREAS**, the Township Committee of the Township of Hanover believes it to be in the public interest that a lease agreement for ONE (\$1.00) DOLLAR be entered into with the **Hanover Township Little League, Incorporated** upon commencement of the baseball season on April 6, 2019 through August 31, 2019.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Hanover, Morris County, New Jersey, as follows:

**SECTION 1.** The Mayor and Township Clerk are hereby authorized to enter into a lease agreement, a copy of which is attached hereto and made a part of this Ordinance, with the **Hanover Township Little League, Incorporated**, a nonprofit organization, for the nominal sum of ONE (\$1.00) DOLLAR commencing on April 6, 2019 through August 31, 2019 for the purpose of having the **Hanover Township Little League, Incorporated** operate the concession stand at Black Brook Park in serving the public generally.

**SECTION 2.** The Superintendent of the Department of Recreation and Park Administration is hereby designated as the officer of the Township to enforce the operational terms of the Lease Agreement.

**SECTION 3.** Prior to the inception of the lease, the **Hanover Township Little League, Incorporated** shall submit to the Hanover Township Business Administrator, proof of continuance of the tax-exempt status of the said non-profit organization pursuant to both State and Federal law.

**SECTION 4.** This ordinance shall take effect in accordance with law.

Ordinance will be further considered for Public Hearing on February 14<sup>th</sup> at 8:00 pm and at that time any person wishing to be heard concerning the Ordinance will be given the opportunity to be heard. The Ordinance and Notice of Introduction will be published in full in the Daily Record in accordance with the law.

Motion on introduction made by Member Francioli and seconded by Member Gallagher and unanimously approved.

**So Introduced**

**ORDINANCE NO. 4-2019**

**AUTHORIZING THE GUARANTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON NOT TO EXCEED \$4,000,000 AGGREGATE PRINCIPAL AMOUNT OF COUNTY GUARANTEED LOAN REVENUE BONDS, SERIES 2019 (WHIPPANY FIREHOUSE PROJECT) ISSUED BY THE MORRIS COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY THEREFOR AND DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

e Morris County Improvement Authority (including any successors and assigns, the "*Authority*") has been duly created by resolution no. 42 entitled, "Resolution of the Board of Chosen Freeholders of Morris County, New Jersey Creating the Morris County Improvement Authority" duly adopted by the Board of Chosen Freeholders (the "*Board of Freeholders*") of the County of Morris (the "*County*"), in the State of New Jersey (the "*State*"), on April 10, 2002, as a public body corporate and politic of the State pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State and the acts amendatory thereof and supplemental thereto (the "*Act*"); and

**WHEREAS**, the Whippany Fire Company (the "*Fire Company*") was established in 1915 and consists of volunteer firefighters who provide fire suppression services to

January 31, 2019

the residents of the Whippany section of the Township of Hanover, in the County of Morris, New Jersey (the "*Township*"); and

**WHEREAS**, the Fire Company desires to acquire property located at Block 7301, Lots 3, 4 and 4.01, on the tax maps of the Township and more commonly known as 10, 8 and 6 Troy Hills Road (the "*Property*") and to design, construct, equip and furnish a new firehouse on the Property (the "*Facility*"); such transactions shall be collectively referred to herein as the "*Project*") and the Fire Company and the Township have requested the Authority's assistance in the acquisition, design, construction, equipping, furnishing, financing and refinancing of the Project; and

**WHEREAS**, the Project constitutes a "public facility" as such term is defined in the Act; and

**WHEREAS**, in order to finance and refinance the acquisition, design, construction, equipping and furnishing of the Project, the Authority will issue bonds in one or more series, including renewals, if any, in an aggregate principal amount not to exceed \$4,000,000 to be designated as "County Guaranteed Loan Revenue Bonds, Series 2019 (Whippany Firehouse Project)" (inclusive of any project notes issued in anticipation thereof, the "*Bonds*") with such further designation as the Authority may determine and in accordance with the terms of a resolution of the Authority entitled, "Resolution Authorizing the Issuance of County Guaranteed Loan Revenue Bonds, Series 2019 (Whippany Firehouse Project) of the Morris County Improvement Authority and Determining Other Matters Related Thereto" (the "*Bond Resolution*") and a Trust Indenture by and between the Authority and a financial institution appointed by the Authority to act as trustee (the "*Trust Indenture*"); and

**WHEREAS**, the Authority will use proceeds from the sale and issuance of the Bonds to, among other things, make a loan to the Fire Company to refinance the acquisition of the Property and finance and refinance, as applicable, the design, construction, equipping and furnishing of the Facility and, simultaneously therewith, enter into a loan agreement with the Fire Company to be dated as of the first day of the month of issuance of the Bonds (together with any amendments thereof or supplements thereto in accordance with its terms, the "*Loan Agreement*"), pursuant to which the Authority will loan the proceeds of the Bonds to the Fire Company for its use and the Fire Company will make loan payments to the Authority in amounts sufficient to, among other things, provide for the principal, when due, of (including sinking fund installments, if any) and interest on the Bonds; and

**WHEREAS**, the Fire Company's obligations under the Loan Agreement shall be secured by a mortgage on the Property pursuant to a mortgage and security agreement between the Authority and the Fire Company to be dated the date of issuance of the Bonds (together with any amendments thereof or supplements thereto in accordance with its terms, the "*Mortgage*") and evidenced by a promissory note dated the date of issuance of the Bonds (the "*Note*"); and

**WHEREAS**, pursuant to the Act, specifically Section 12 thereof (N.J.S.A. 40:37A-55(h)), the Authority is authorized to make loans to any governmental unit or person, including the Fire Company, for the planning, design, acquisition, construction, equipping and furnishing of a public facility, including the Project, upon the terms and conditions that the loans be secured by loan and security agreements (including the Loan Agreement), mortgages (including the Mortgage) and other instruments, the payments on which are sufficient to provide for debt service on the Bonds and upon any other terms and conditions that may be agreed upon by the Fire Company and the Authority; and

**WHEREAS**, the Bonds shall be secured by (i) loan payments of the Fire Company under the Loan Agreement, in scheduled amounts sufficient to pay in a timely manner the principal, when due, of (including sinking fund installments, if any) and interest and administrative expenses due on the Bonds, (ii) the Mortgage, (iii) the Note, (iv) the hereinafter defined Township Bond Guaranty, (v) the hereinafter defined County Bond Guaranty, (vi) rental payments received by the Fire Company pursuant to a cell tower lease agreement with STC Five LLC, and (vii) payments received by the Fire

January 31, 2019

Company pursuant to a fire protection services agreement with the Board of Fire Commissioners of Fire District #2 of the Township of Hanover; and

**WHEREAS**, the Fire Company has requested that the Township and the County each unconditionally guaranty the payment of principal, when due, of (including sinking fund installments, if any) and interest on the Bonds to finance the Project; and

**WHEREAS**, to provide an inducement to the prospective purchasers of the Bonds to purchase same and to provide additional security to the holders thereof, the Township will, in accordance with N.J.S.A. 40:37A-80, fully, unconditionally and irrevocably guaranty the payment of the principal, when due, of (including sinking fund installments, if any) and interest on the Bonds in an aggregate principal amount not to exceed \$4,000,000 in accordance with the terms of this guaranty ordinance of the Township to be finally adopted by the Township Committee as evidenced by a guaranty agreement between the Township and the Authority (the "*Township Guaranty Agreement*") and by a guaranty certificate (collectively, the "*Township Bond Guaranty*") to be executed by an authorized Township representative on the face of the Bonds, all pursuant to Section 37 of the Act (N.J.S.A. 40:37A-80); and

**WHEREAS**, to provide further inducement to the prospective purchasers of the Bonds to purchase same and to provide additional security to the holders thereof in the event that the Township does not comply with its obligations pursuant to the Township Bond Guaranty, the County will, in accordance with N.J.S.A. 40:37A-80, fully, unconditionally and irrevocably guaranty the payment of the principal, when due, of (including sinking fund installments, if any) and interest on the Bonds in an aggregate principal amount not to exceed \$4,000,000 in accordance with the terms of a guaranty ordinance of the County to be finally adopted by the Board of Freeholders as evidenced by a guaranty agreement between the County and the Authority and by a guaranty certificate (collectively, the "*County Bond Guaranty*") to be executed by an authorized County representative on the face of the Bonds, all pursuant to Section 37 of the Act (N.J.S.A. 40:37A-80); and

**WHEREAS**, in accordance with Section 13 of the Act (N.J.S.A. 40:37A-56), prior to the issuance of the Bonds, the Authority will have made a detailed report to the Board of Freeholders, which report will include, without limitation, the Bonds, the Bond Resolution, the Trust Indenture and the Loan Agreement (collectively, the "*Financing Documents*").

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

The recitals are fully incorporated herein by this reference.

This guaranty ordinance shall be adopted by the governing body of the Township in the manner provided for adoption of a bond ordinance as provided in the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.*, as amended and supplemented (the "*Local Bond Law*").

Pursuant to and in accordance with the terms of the Act, specifically Section 37 thereof (N.J.S.A. 40:37A-80), the Township is hereby authorized to and hereby shall fully, unconditionally and irrevocably guaranty the punctual payment of the principal of (including sinking fund installments, if any) and interest on the Bonds, including renewals, if any, in an aggregate principal amount not to exceed \$4,000,000, which Bonds are to be issued to finance the Project as described in the recitals hereto, on such terms and conditions as may be agreed to by and between the Township and the Authority in the Financing Documents and in such other documents related thereto and as are reflected in this guaranty ordinance and in the guaranty certificate on the face of each Bond. Notwithstanding the provisions of any other Financing Document, upon the endorsement of the Bonds referred to in Section 4 below, the Township shall be fully, unconditionally and irrevocably obligated to pay the principal of (including sinking fund installments, if any) and interest on the Bonds in the same manner and to the same extent as in the case of bonds issued by the Township and, accordingly, the Township shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all the



January 31, 2019

taxable property within the Township for the payment thereof without limitation as to rate or amount when required under the provisions of applicable law. This unconditional and irrevocable guaranty of the Township effected hereby to pay the principal of (including sinking fund installments, if any) and interest on the Bonds when due in accordance with the terms hereof and of the Financing Documents prepared in connection with the issuance of the Bonds may not be waived, set-off or otherwise abrogated by any action or inaction of the Authority or the Township or for any other reason. The full faith and credit of the Township are hereby pledged for the full and punctual performance of the Township Bond Guaranty.

The Mayor of the Township is hereby authorized and directed to execute by manual or facsimile signature an endorsement on each of the Bonds evidencing the Township Bond Guaranty by the Township as to the punctual payment of the principal of (including sinking fund installments, if any) and interest on the Bonds. The endorsement on each Bond shall be in substantially the following form, and absent the fully executed endorsement in such following form on any such Bond, such Bond shall not be entitled to the benefits of the Township Bond Guaranty:

**"GUARANTY OF THE TOWNSHIP OF HANOVER,  
IN THE COUNTY OF MORRIS, NEW JERSEY**

The payment of the principal of (including sinking fund installments, if any) and interest on the within Bond shall be fully, irrevocably and unconditionally guaranteed by the Township of Hanover, in the County of Morris, New Jersey (the "*Township*"), in accordance with the provisions of N.J.S.A. 40:37A-80 and the guaranty ordinance of the Township finally adopted pursuant thereto and any guaranty agreement executed by the Township in connection therewith, and the Township is fully, irrevocably and unconditionally liable for the payment, when due, of the principal of (including sinking fund installments, if any) and interest on this Bond, and, if necessary, the Township shall levy *ad valorem* taxes upon all the taxable property within the Township without limitation as to rate or amount in order to make such payments.

**IN WITNESS WHEREOF**, the Township has caused this Township Bond Guaranty to be executed by the manual or facsimile signature of its Mayor, all as of the date of the within Bond.

This Ordinance will be further considered for Public Hearing and Final Passage on February 14<sup>th</sup> at 8:00 pm and at that time any person wishing to be heard concerning the Ordinance will be given the opportunity to be heard. There is a Warranty Notice that will be published in the Daily Record on Monday, February 4<sup>th</sup> providing Notice to the Public concerning the introduction of this Ordinance. Copies of Ordinance 4-2019 are available for public inspection without cost in the Office of the Business Administrator/Township Clerk. We will also note for the record on Ordinance 4-2019 that in accordance with the Local Bond Law that the Township's Chief Municipal Finance Officer has certified a Supplemental Debt Statement that was submitted to the Division of Local Government Services on the 29<sup>th</sup> of January and that Debt Statement was also filed in my office on the same date. That Debt Statement is also available for public inspection. Once again, we have read the Ordinance title on first reading into the record by the Local Bond Law.

Motion on introduction made by Member Gallagher and seconded by Member Cahill and unanimously approved.

**So Introduced**

Once again, copies of this Ordinance are available in the Business Administrator/Township Clerk's Office and the Notice on the Introduction of the Ordinance will appear in full in the Daily Record on Monday, February 4, 2019.

**ORDINANCE NO. 5-2019**

**AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
HANOVER AUTHORIZING A ONE (1%) PERCENT INCREASE IN THE  
APPROPRIATION LIMIT OF THE TOWNSHIP'S CALENDAR YEAR 2019 CURRENT**

January 31, 2019

**FUND BUDGET AND FURTHER ESTABLISHING A CAP BANK, ALL IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14**

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

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

**WHEREAS**, the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey finds it advisable and necessary to increase its Calendar Year 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

**WHEREAS**, the governing body hereby determines that a 1% increase in the budget for said year, amounting to \$196,799.25 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey as follows:

1. That a majority of the full authorized membership of this governing body affirmatively concurring, that, in the Calendar Year 2019 budget year, the final appropriations of the Township of Hanover shall, in accordance with this ordinance, and N.J.S.A. 40A: 4-45.14, be increased by the 3.5%, amounting to \$688,797.38, and that the Calendar Year 2019 municipal budget for the Township of Hanover be approved and adopted in accordance with this ordinance.

2. That any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two (2) succeeding years.

3. That a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction.

4. That a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within five (5) days after such adoption.

Ordinance will be further considered for Public Hearing on March 14<sup>th</sup> at 8:00 pm and at that time any person wishing to be heard concerning the Ordinance will be given the opportunity to be heard. The Ordinance and Notice of Introduction will be published in full in the Daily Record in accordance with the law.

Motion on introduction made by Member Gallagher and seconded by Member Francioli and unanimously approved.

**So Introduced**

January 31, 2019

ORDINANCE NO. 6-2019

**AMENDING ARTICLE X, PERFORMANCE AND MAINTENANCE GUARANTEES, INCLUDING SECTIONS 166-63. THROUGH 166-73. UNDER CHAPTER 166 OF THE CODE OF THE TOWNSHIP ENTITLED LAND USE AND DEVELOPMENT LEGISLATION, IN ORDER TO MAKE SAID CHAPTER CONSISTENT WITH THE NEW JERSEY MUNICIPAL LAND USE LAW**

**WHEREAS**, the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. authorizes municipalities to require the posting of performance and maintenance guarantees as a condition of development approvals; and

**WHEREAS**, the State of New Jersey has adopted P.L. 2017, c.312, which amended the Municipal Land Use Law provisions concerning performance and maintenance guarantees; and

**WHEREAS**, the Township Planning Board has recommended, and the Township Committee has agreed, that the Township's development regulations should be revised to be consistent with the recent amendments to the Municipal Land Use Law.

**NOW, THEREFORE, BE IT ORDAINED** by Township Committee of the Township of Hanover, in the County of Morris and State of New Jersey as follows:

**Section 1.** Article X, *Performance and Maintenance Guaranties*, is hereby amended to read as follows:

ARTICLE X

**Performance and Maintenance Guarantees**

**§ 166-63. Installation of improvements or provision of guarantees required before final approval; scope of performance guarantees.**

Before recording of final subdivision plats or deeds and/or as a condition of final site plan approval and/or as a condition to the issuance of a zoning permit, the applicant shall have installed all required improvements; provided, however, that the Township agency may require and shall accept performance and maintenance guarantees for the purpose of assuring the installation and maintenance of certain on tract improvements. Such performance and maintenance guarantees shall be in accordance with the provisions of this article. In the event that final approval is by stages or sections of development as provided by this chapter, the provisions of this article shall be applied by stage or section of development. The nature and scope of required performance guarantees shall be as follows:

- A. Public improvements. Performance guarantees shall be provided for those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.
- B. Perimeter buffers. Performance guarantees shall be provided, within an approved phase or section of a development, privately-owned perimeter buffer landscaping, as required by this chapter or imposed as a condition of approval.
- C. Safety and stabilization. A "safety and stabilization guarantee," in favor of the Township shall be provided, when required by the approving agency, for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition.

- D. Temporary certificates of occupancy. In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall furnish a separate guarantee, referred to herein as a "temporary certificate of occupancy guarantee." Such guarantee shall cover the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by an existing performance guarantee. The scope and amount of the "temporary certificate of occupancy guarantee" shall be determined by the Township Engineer.
- E. Successor developer. In the event that a successor developer to the original developer becomes responsible for completion of the required improvements, the successor developer shall furnish a replacement performance guarantee.

**§ 166-64. Amount and form of performance guarantees.**

- A. Amount. The amount of any performance guarantees required by this Chapter shall be as follows:
- (1) Public improvements. The performance guarantee shall be in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed, which cost shall be determined by the Township Engineer, according to the method of calculation set forth in Section 15 of P.L.1991, c.256 (C.40:55D-53.4), for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.
  - (2) Perimeter buffers. At the developer's option, any required performance guarantee for privately-owned perimeter buffer landscaping may be posted either as a separate guarantee or as a line item of the performance guarantee required by this Article. The amount of the perimeter buffer landscaping guarantee shall be calculated in the same manner as for the performance guarantee in Subsection A. above.
  - (3) Safety and stabilization. At the developer's option, any required "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee required by this article. The amount of such guarantee shall be as follows:
    - (a) The amount of a "safety and stabilization guarantee" for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.
    - (b) The amount of a "safety and stabilization guarantee" for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:
      - [1] \$5,000 for the first \$100,000 of bonded improvement costs, plus
      - [2] Two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus
      - [3] One percent of bonded improvement costs in excess of \$1,000,000.
  - (4) Temporary certificates of occupancy. The amount of any "temporary certificate of occupancy guarantee" shall be determined by the Township Engineer.

- B. Appeal of disputed performance guarantee amounts. The developer may appeal the Township Engineer's estimate of the cost of improvements for purposes of furnishing a performance guarantee. Such appeal shall be made in accordance with the procedures set forth in § 166-48C(7).
- C. Form of guarantee. At least 10% of the performance guarantee shall be in the form of cash or a certified check made payable to the Township of Hanover. The balance of the performance guarantee shall be in the form of any security issued by an institution authorized to issue such securities in the State of New Jersey and which may be accepted by the Township and approved by the Township Attorney, including but not limited to surety bonds, cash and letters of credit; provided that the Township shall only accept an irrevocable letter of credit if it:
  - (1) Constitutes an unconditional payment obligation of the issuer running solely to the Township for an express initial period of time in the amount determined pursuant to this Chapter;
  - (2) Is issued by a banking or savings institution authorized to do and doing business in the State of New Jersey;
  - (3) Is for a period of at least one year; and
  - (4) Permits the Township to draw upon the letter of credit if the obligor fails to furnish another letter of credit which complies with the provisions of this section 30 days or more in advance of the expiration date of the letter of credit or such longer period in advance thereof as is stated in the letter of credit.
- D. Guarantee from successor developer. The Township Committee or an approving authority may accept a performance guarantee in favor of the Township from a successor developer as a replacement for a performance guarantee that was previously furnished, pursuant to section 41 of P.L.1975, c.291 (C.40:55D-53), for the purpose of assuring the installation of improvements.

An approving authority shall notify the governing body whenever it accepts a replacement performance guarantee. Notice shall contain a copy of the written confirmation of the new obligor's intent to furnish a replacement performance guarantee and the Township Engineer's written verification of the sufficiency of the amount of that replacement performance guarantee.

Except as otherwise provided by an ordinance requiring a successor developer to furnish a replacement performance guarantee, the Township Committee or approving authority shall not accept a replacement performance guarantee without securing:

- (1) Written confirmation from the new obligor that the intent of the new obligor is to furnish a replacement performance guarantee, relieving the predecessor obligor and surety, if any, of any obligation to install improvements, and
- (2) Written verification from the Township Engineer that the replacement performance guarantee is of an amount sufficient to cover the cost of the installation of improvements, but not to exceed 120% of the cost of the installation, which verification shall be determined consistent with section 41 of P.L.1975, c.291 (C.40:55D-53).

**§ 166-65. Duration of performance guarantee.**

- A. Term of guarantee. The performance guarantee shall state the time period within which all improvements are to be installed by the developer, which shall be as set forth in the developer's agreement with the Township.
- B. Extension of time allowed for completion of improvements. The time allowed for installation of the improvements for which the performance guarantee has been provided may be extended by the Township Committee by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation at the time of the resolution. The cost of installation shall be determined by the Township Engineer as provided herein for the initial cost determination.

**§ 166-66. Failure to complete improvements within time specified.**

If the required improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the Township for the reasonable cost of the improvements not completed or corrected. The Township may, either prior to or after receipt of the proceeds thereof, complete such improvements or use said funds to restore the property to a safe condition so that the subject property in its unfinished development state does not adversely affect the public safety or adversely impact the environment. The following shall apply:

- A. Any completion or correction of improvements shall be subject to the public bidding requirements of the Local Public Contracts Law.
- B. If a "safety and stabilization guarantee" was required pursuant to § 166-63C, the Township may utilize such guarantee only in the circumstance that:
  - (1) Site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and
  - (2) Work has not recommenced within 30 days following the provision of written notice by the Township to the developer of the Township's intent to claim payment under the guarantee.
- C. The Township shall not provide notice of its intent to claim payment under a "safety and stabilization guarantee" until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. The Township shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

**§ 166-67. Release of performance guarantees.**

Release of performance guarantees shall be in accordance with the following procedures:

- A. Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements and the connection of the same to the public system, the obligor may request of the Township Committee that the Township Engineer prepare a list of all uncompleted or unsatisfactory completed improvements. The request to the Township Committee shall be made in writing by certified mail addressed to the Township Clerk, with a copy of the request to be sent to the Township Engineer. The request shall indicate which improvements have been completed and which improvements remain uncompleted in the judgment of the obligor.
- B. Upon receiving the obligor's request, the Township Engineer shall inspect all improvements covered by the obligor's request and shall file a detailed list and report, in writing, with the Township Committee and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.
- C. The detailed list prepared by the Township Engineer shall be in accordance with the itemized cost estimate prepared by the Township Engineer, which estimate shall have been appended to the performance guarantee as required herein. The list prepared by the Township Engineer shall state, in detail, with respect to each improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of and remedy for the unsatisfactory state of each completed improvement determined to be unsatisfactory.
- D. The report prepared by the Township Engineer shall identify each improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory improvement. The recommended reduction shall be in accordance with the itemized cost estimate prepared by the Township Engineer, which cost estimate shall have been appended to the performance guarantee as required herein.

**January 31, 2019**

- E. The Township Committee, by resolution, shall either approve the improvements determined to be complete and satisfactory by the Township Engineer or reject any or all of these improvements. The cause for any rejection shall be stated in the Committee's resolution. If any portion of the required improvements is rejected, the approving authority may require the obligor to complete or correct such improvements and, upon completion or correction, the same procedure of notification as required herein shall be followed.
- F. For accepted improvements, the Township Committee shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted. Any authorized reduction shall be in accordance with the itemized cost estimate prepared by the Township Engineer, which cost estimate shall have been appended to the performance guarantee as required herein. The resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the Township Engineer.
- G. Any partial reduction granted in the performance guarantee as provided herein shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee.
- H. Upon posting of a "temporary certificate of occupancy guarantee," all sums remaining under a performance guarantee required pursuant to §166-63.A. which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released.
- I. At no time may the Township hold more than one guarantee or bond of any type with respect to the same line item. The "temporary certificate of occupancy guarantee" shall be released by the Township Engineer upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.
- J. The Township shall release a separate "safety and stabilization guarantee" to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required by §166-64.A.(3).
- K. The Township shall release a "safety and stabilization guarantee" upon the Township Engineer's determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety. The "safety and stabilization guarantee" shall be reduced by the same percentage as the performance guarantee is being reduced at the time of each performance guarantee reduction.
- L. Within 30 days after receiving notice from the approving authority of its acceptance of a replacement performance guarantee, the Township Committee, by resolution, shall release the predecessor obligor from liability pursuant to its performance guarantee.
- M. For the purpose of releasing the obligor from liability pursuant to its performance guarantee, the amount of the performance guarantee attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to § 166-63.A, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70 percent of the total amount of the performance guarantee, then the Township may retain 30 percent of the amount of the total performance guarantee and "safety and stabilization guarantee" to ensure completion and acceptability of bonded improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a "temporary certificate of occupancy guarantee" has been posted shall be released from the performance guarantee even if such release would reduce the amount held by the Township below 30 percent.

**§ 166-68. Release from liability upon acceptance of improvements; acceptance of dedicated improvements.**

Upon adoption of the resolution by the Township Committee approving certain completed improvements, the obligor shall be released from all liability pursuant to its performance guarantee, with respect to those approved improvements. The following shall apply:

To the extent that any of the improvements have been dedicated to the Township on the subdivision plat or site plan, the Township Committee shall be deemed, upon the release of any performance guarantee required pursuant to §166-63.A. to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats approved by the approving authority, provided that such improvements have been inspected and have received final approval by the Township Engineer.

**§ 166-69. Failure of Township Engineer or Committee to act.**

If the Township Engineer or Township Committee fails to act on the request for release of a performance guarantee within the time required herein, the obligor may apply to the court in the manner provided below, provided that nothing herein shall be construed to limit the right of the obligor to contest by legal proceedings any determination of the Township Committee or the Township Engineer.

- A. If the Township Engineer fails to send or provide the list and report as requested by the obligor as required herein within 45 days from receipt of the request, the obligor may apply to the court in a summary manner for an order compelling the Township Engineer to provide the list and report within a stated time. The cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.
- B. If the Township Committee fails to approve or reject the improvements determined by the Township Engineer to be complete and satisfactory or reduce the performance guarantee for the complete and satisfactory improvements within 45 days from the receipt of the Township Engineer's list and report, the obligor may apply to the court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements and approval of a reduction in the performance guarantee for the approvable complete and satisfactory improvements in accordance with the itemized cost estimate prepared by the Township Engineer, which cost estimate shall have been appended to the performance guarantee as required herein. The cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

**§ 166-70. Maintenance guarantees.**

Public improvements and perimeter buffers. If required by the developer's agreement with the Township, the developer shall post with the Township, prior to the release of a performance guarantee required pursuant to §166-63.A. and/or B., a maintenance guarantee for such improvements.

Private storm water management improvements. If required by the developer's agreement with the Township, the developer shall post with the Township, upon the inspection and issuance of final approval of the following private site improvements by the Township Engineer, a maintenance guarantee for the following private site improvements: storm water management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the storm water management system.

Except as specifically provided otherwise below, maintenance guarantees shall be administered in the same manner as performance guarantees as provided by this chapter.

- A. Amount of maintenance guarantee. The maintenance guarantee shall be in favor of the Township of Hanover in an amount equal to 15% of the cost of such improvements. In the event of improvements for which a performance guarantee was issued, the amount of the maintenance guarantee shall equal 15% of the cost of those improvements for which the guarantee(s) is(are) being released. The cost of said improvements shall be determined by the Township Engineer in the same manner as provided herein for performance guarantees.



January 31, 2019

- B. Appeal of disputed maintenance guarantee amounts. The developer may appeal the Township Engineer's estimate of the cost of improvements for purposes of furnishing a maintenance guarantee. Such appeal shall be made in accordance with the procedures set forth in § 166-48.C.(7).
- C. Form of guarantee. The maintenance guarantee shall be in the form of any security issued by an institution authorized to issue such securities in the State of New Jersey and which may be accepted by the Township and approved by the Township Attorney, including but not limited to surety bonds, cash and letters of credit, provided that acceptance of irrevocable letters of credit shall be subject to the same conditions as provided herein for performance guarantees.
- D. Term of maintenance guarantee. The maintenance guarantee shall be required to run for a period of two years, which shall be stated in the guarantee, and shall automatically expire at the end of the established term.

**§ 166-71. Exception for improvements related to other jurisdictions.**

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

**§ 166-72. Developer's agreement.**

Prior to any construction and coincident with the furnishing of the performance guarantee by the developer, the developer shall enter into a developer's agreement with the Township Committee incorporating all of the terms and conditions of approval as required by the Board. In addition the developer's agreement may impose and describe the terms of other matters that may or may not be specified in the approval, including but not limited to the following:

- A. Procurement of necessary drainage, utility, access, construction and other easements.
- B. Revisions to the drainage plan as may be reasonably required by the Township Engineer before or during construction.
- C. Construction-related provisions, such as permitted days and hours of construction, traffic controls, staging and storage of equipment and materials, site security, noise and dust controls, installation and use of temporary structures, etc.
- D. Tree preservation, removal and replacement requirements.
- E. Condominium requirements and documentation.
- F. Compliance with State, County and other jurisdictional requirements.
- G. Submission of as-built drawings.
- H. Title 39 requirements.
- I. Insurance, liability and indemnification requirements.

**§ 166-73. Inspection of improvements and construction.**

All improvements required by the Board, except electric, telephone, cable television, street lighting, gas, water and streets not under the jurisdiction of the Township of Hanover shall be installed under the supervision and inspection of the Township Engineer. Such other improvements shall be installed under the supervision and inspection of the authority having jurisdiction over such improvements. No construction work covering the required improvements shall be commenced without the developer first notifying the Township Engineer and/or Construction Official, as applicable, that said construction work is about to take place. Such notice shall be given, in writing, to the Township Engineer at his office in the Municipal Building at least one week before the commencement of such work. No required improvements shall be covered with soil or other improvements until inspected and approved by the Township Engineer.

**Section 2.** In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or

January 31, 2019

provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

**Section 3.** All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

**Section 4.** This ordinance shall take effect in accordance with the law.

Ordinance will be further considered for Public Hearing on March 14<sup>th</sup> at 8:00 pm and at that time any person wishing to be heard concerning the Ordinance will be given the opportunity to be heard. The Ordinance and Notice of Introduction will be published in full in the Daily Record in accordance with the law.

Motion on introduction made by Member Gallagher and seconded by Member Francioli and unanimously approved.

**So Introduced**

**ORDINANCE NO. 7-19**

**AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HANOVER, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, AMENDING SECTION 117-10.F. AND SECTION 198-2.C.1 OF THE CODE OF THE TOWNSHIP OF HANOVER AS ADOPTED UNDER ORDINANCE NO. 34-18 BY THE TOWNSHIP COMMITTEE ON DECEMBER 13, 2018 IN CLARIFYING MUNICIPAL PROPERTY ACCESS FOR SERVICE DOGS**

**WHEREAS**, on December 13, 2018, the Township Committee of the Township of Hanover adopted Ordinance 34-18, which addressed the cleanliness and proper maintenance of the Township's athletic fields, parks and recreation facilities; and

**WHEREAS**, Ordinance 34-18, among other things, amended Chapter 117 and Chapter 198 of the Township Code to access by leashed and un-leashed animals, including those designated as service animals; and

**WHEREAS**, the Township wishes to amend Ordinance 34-18, which has not yet been codified, to clarify the requirements for such access by leashed service dogs.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey as follows:

**Section 1.** As set forth in Ordinance 34-18, Chapter 117, Dogs and Other Animals, § 117-10 (now § 117-12), "Additional Regulations, Paragraph F., Leashed Dogs, of the Township Code is hereby amended to read as follows:

**"F. Leashed Dogs. No person owning, keeping or harboring any dog or domestic animal shall permit such animals upon the Township's public streets or in any other public place unless the dog or domestic animal is accompanied by a responsible person and is securely confined and controlled by an adequate leash not exceeding six (6') feet in length.**

**However, no leashed dog or other domestic animal shall be permitted to enter upon any Township athletic field, recreation facility, (e.g., tennis courts, hockey rinks, or any other athletic playing court) or public building. Individuals accompanied by a leashed service animal are permitted to enter upon any Township building, recreation facility, park or athletic field, in accordance with the Americans with Disabilities Act and the New Jersey Law Against Discrimination."**

January 31, 2019

**Section 2.** As set forth in Ordinance 34-18, Chapter 198, Parks and Recreation Areas, Article 1, Conduct, Section 198-2, Proper and Orderly Conduct, paragraph C.1., is hereby amended to read as follows:

**“C.1. No leashed or unleashed dog or other domestic animal shall be permitted to enter upon any Township athletic field, or recreation facility such as tennis courts, hockey rinks, or any other athletic playing court, except as permitted pursuant to the Americans with Disabilities Act and the New Jersey Law Against Discrimination.”**

**Section 3.** In case, for any reason, any section or provision of this Ordinance shall be held to be unconstitutional or invalid, the same shall not affect any other section or provision of this Ordinance, except so far as the section or provision so declared unconstitutional or invalid shall be severed from the remainder or any portion thereof.

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

**Section 5.** This ordinance shall take effect in accordance with the law.

Ordinance will be further considered for Public Hearing on February 14<sup>th</sup> at 8:00 pm and at that time any person wishing to be heard concerning the Ordinance will be given the opportunity to be heard. The Ordinance and Notice of Introduction will be published in full in the Daily Record in accordance with the law.

Motion on introduction made by Member Francioli and seconded by Member Gallagher and unanimously approved.

**So Introduced**

-----  
**RESOLUTIONS AS A CONSENT AGENDA:**

**RESOLUTION NO. 38-2019**

**A RESOLUTION REAPPOINTING BRIAN R. O'TOOLE MUNICIPAL COURT JUDGE OF THE TOWNSHIP OF HANOVER FOR A TERM OF THREE YEARS**

**BE IT RESOLVED**, by the Township Committee of the Township of Hanover, County of Morris and State of New Jersey; that

**BRIAN R. O'TOOLE**

be and he is hereby reappointed Municipal Court Judge of the Township of Hanover for a term of three (3) years. Said term to commence on January 1, 2019, and end on December 31, 2021. **Judge O'Toole's** term shall take effect retroactive to January 1, 2019 and expire on December 31, 2021 or until such time as a successor shall be appointed and qualified.

**RESOLUTION NO. 39-2019**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HANOVER APPOINTING DR. GENE POTKAY TO SERVE AS THE ALTERNATE 5 MEMBER OF THE HANOVER TOWNSHIP ECONOMIC DEVELOPMENT ADVISORY COMMITTEE FOR A TWO (2) YEAR TERM OF OFFICE COMMENCING FEBRUARY 1, 2019 AND EXPIRING ON DECEMBER 31, 2020, ALL IN ACCORDANCE WITH SECTIONS 21-2.D. AND 21-2.E. OF CHAPTER 21 OF THE CODE OF THE TOWNSHIP ENTITLED ECONOMIC DEVELOPMENT ADVISORY COMMITTEE**

**WHEREAS**, on September 24, 2009, the Township Committee adopted Ordinance No. 12-09 which established an Economic Development Advisory Committee (hereinafter referred to as "EDAC") and set forth the duties and responsibility of EDAC; and

January 31, 2019

**WHEREAS**, to enhance the diversification of backgrounds and expertise in membership, the governing body adopted Ordinance No. 5-2010 during its February 25, 2010 regular meeting increasing the membership from seven (7) to nine (9) regular members and from four (4) to six (6) alternate members; and

**WHEREAS**, the regulations governing the establishment and organization of the Economic Development Advisory Committee is codified as Chapter 21 of the Code of the Township entitled Economic Development Advisory Committee; and

**WHEREAS**, since its inception in 2009, the Alternate 5 position has remained unfilled; and

**WHEREAS**, **Dr. Gene Potkay**, a resident of 61 Manger Road in the Cedar Knolls Section of the Township has expressed an interest to serve as an alternate member of EDAC; and

**WHEREAS**, the Chairman and members of EDAC interviewed **Dr. Potkay** and recommend that **Dr. Potkay**, with an extensive background in mechanical engineering and corporate management, would be an excellent addition to EDAC due to his experience and expertise in the corporate sector; and

**WHEREAS**, because of his background and skills, Committeeman Ferramosca as Liaison to EDAC, believes that **Dr. Potkay** can bring to EDAC a wealth of experience that will be beneficial in helping to formulate an economic development plan for the Township that will help to retain current businesses and attract new commercial development; and

**WHEREAS**, pursuant to the provisions set forth in Sections 21-2.D. and 21-2.E., related to alternate membership and terms of office, under Chapter 21 of the Code of the Township entitled Economic Development Advisory Committee, it is the intention of the Township Committee to appoint **Dr. Gene Potkay**, to serve as EDAC's Alternate 5 member.

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

1. In accordance with Chapter 21 of the Code of the Township entitled Economic Development Advisory Committee, as set forth under Sections 21-2.D. and 21-2.E., **Dr. Gene Potkay** residing at 61 Manger Road in the Cedar Knolls Section of the Township is hereby appointed to serve as the Alternate 5 member of the Economic Development Advisory Committee.
2. Pursuant to Section 21-2.E. of Chapter 21, **Dr. Potkay's** term of office shall commence on February 1, 2019 and shall expire on December 31, 2020, or until such time as his successor shall be duly appointed and qualified.
3. That a certified copy of this resolution shall be transmitted to the Chairman of EDAC.

**INTRODUCED AND SPONSORED BY COMMITTEEMAN JOHN L. FERRAMOSCA AS LIAISON TO EDAC.**

**RESOLUTION NO. 40-2019**

**RESOLUTION OF THE TOWNSHIP OF HANOVER, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING SETTLEMENT AGREEMENTS TO COMPLY WITH THE MOUNT LAUREL DOCTRINE AND THE FAIR HOUSING ACT OF 1985 FOR THE PRIOR ROUND OF 1987 THROUGH 1999 AND THE THIRD ROUND OF 1999 THROUGH 2025**

January 31, 2019

**WHEREAS**, the Township of Hanover has filed a declaratory judgment action entitled "In the Matter of the application of the Township of Hanover" bearing docket number MRS-L-1635-15, seeking an Order from the Court that the Township is compliant with the Mount Laurel Doctrine and Fair Housing Act of 1985; and

**WHEREAS**, the Township seeks compliance with the Fair Housing Act in order to retain the right to make local zoning decisions regarding the future planning and character of the Township of Hanover; and

**WHEREAS**, the Court has retained a Special Master, Dr. Richard Redding, who has identified a fair share housing obligation for Hanover Township and all other municipalities seeking such compliance with the Mount Laurel Doctrine throughout the State; and

**WHEREAS**, recognizing the obligation, the Township has worked with certain landowners in order to satisfy its affordable housing obligation for the Third Round of 1999 through 2025.

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

The governing body hereby authorizes the following:

1. A settlement with River Park Business Center with respect to certain properties known as Block 3801, Lots 1, 2 and 3; Block 3802, Lot 1; Block 4101, Lots 1 and 23; Block 4301, Lot 8; and Block 301, Lot 6 on the Township's Tax Map, which consists of approximately 88 acres in size to designate the property as an affordable housing site with certain obligations of the Township of Hanover and River Park for a redevelopment of the property in accordance with the terms of the settlement agreement which is on file with the Township Clerk. This settlement will include the River Park property which has been dormant and undeveloped since 1985 to be designated as an inclusionary site. However, as part of that plan there will be no development on the property owned on Legion Place by River Park and the existing approvals for over 350,000 square feet of industrial warehouse use will be withdrawn by River Park. The plan, if approved, will result in a mix of primarily one and two bedroom residential units and between 40,000 and 80,000 square feet of retail stores, restaurants and an extended-stay hotel.

2. A settlement with the property commonly known as "Pine Plaza" and identified as Block 4001, Lots 11, 12 and 14; and Block 8803, Lot 17 on the Township's Tax Map. This property has been a long-standing declining retail shopping center which is blighted and unoccupied. The settlement between the Township and the contract purchaser for the property, JMF, would result in the redevelopment of the site with limited townhomes and age restricted senior affordable units along with the redevelopment of approximately 73,000 square feet of commercial space designed in a manner to revitalize the property and eliminate the existing commercial use which is adjacent to residential developments. A copy of the agreement is on file with the Township Clerk.

3. A settlement with 25-35 Airport Road LLC and 45 Airport Road LLC with respect to property identified as Block 4901, Lots 2, 17 and 19 which consists of approximately 25 acres of land within the Township. The property is adjacent to the Morristown Airport and has had limited development opportunities. The Township will commit to considering various zoning amendments to provide for an option for residential development on the site in accordance with the terms of the agreement which is on file with the Township Clerk.

4. "Fair Share Housing Center" is an interested party in each one of the ongoing affordable housing cases throughout the State of New Jersey by way of an Order from the New Jersey Supreme Court. In accordance with the agreement reached between the Township and Fair Share Housing, which is on file with the Township Clerk, in the event the Township were to include the aforementioned settlements as part of its Third Round Plan, Fair Share Housing has agreed to endorse the Township's

January 31, 2019

Third Round Plan, recognizing an adjustment to Dr. Redding's third round obligation for Hanover Township.

**BE IT FURTHER RESOLVED**, that this resolution authorizes the Mayor to execute the aforementioned settlement agreements subject to non-substantial changes which would be consistent with the Township's affordable housing obligation.

**BE IT FURTHER RESOLVED**, that these agreements, if approved, while they do not in any way represent approvals for development of these projects, it obligates the Township to endorse these projects as a part of the Third Round Affordable Housing Plan, and, if approved by the Superior Court, shall provide Hanover Township with immunity from builder's remedy challenges through 2025.

This Resolution shall take effect immediately.

**RESOLUTION NO. 41-2019**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE AUTHORIZING THE SUBMISSION OF A STRATEGIC PLAN AND GRANT TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FOR THE 2020 FISCAL GRANT YEAR BEGINNING JULY 1, 2019 THROUGH JUNE 30, 2020 PURSUANT TO THE FISCAL GRANT CYCLE FROM JULY, 2014 THROUGH JUNE, 2020**

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

**WHEREAS**, The Township Committee of the Township of Hanover in the County of Morris and State of New Jersey, recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

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

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

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

1. The governing body hereby authorizes the submission of a Strategic Plan and grant for the Hanover Township Substance Awareness Council Municipal Alliance for the fiscal year 2020, in the amount of:

Drug Enforcement & Demand Reduction (DEDR)	\$ 11,949.00
Cash Match	\$ 2,987.25
In-Kind	\$ <u>8,961.75</u>
<b>TOTAL ALLIANCE BUDGET:</b>	<b>\$ 23,898.00</b>

2. The Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

January 31, 2019

3. The Mayor, Chairperson of the Township's Substance Awareness Council and the Township's Chief Municipal Finance Officer are hereby authorized to execute the Strategic Plan for funding the Township's Municipal Alliance.
4. That certified copies of this resolution shall be submitted to the Morris County Municipal Alliance Coordinator, the Chairperson of the Township's Substance Awareness Council and the Township's Chief Municipal Finance Officer for reference and information purposes.

**RESOLUTION NO. 42-2019**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE AUTHORIZING THE RENEWAL OF A LIMITED EXTRAORDINARY, UNSPECIFIABLE SERVICES AGREEMENT WITH THE LAND CONSERVANCY OF NEW JERSEY FOR THE PERFORMANCE OF VARIOUS OPEN SPACE PRESERVATION TECHNICAL SERVICES AT THE RATE OF \$125.00 PER HOUR AND A TOTAL COST NOT TO EXCEED \$6,000.00 DURING THE PERIOD BEGINNING MARCH 1, 2019 AND ENDING FEBRUARY 29, 2020, ALL IN ACCORDANCE WITH N.J.S.A. 40A:11-5.(1)(a)(ii), N.J.S.A. 19:44A-20.5 AND N.J.S.A. 19:44A-20.26 ET SEQ.**

**WHEREAS**, pursuant to the Pay-to-Play provisions of the Non-Fair and Open Process at N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A-20.26 et seq., the Township Committee and the Township's Open Space Park Land and Facilities Preservation Trust Fund Advisory Committee (hereinafter referred to as "OSAC") are in need of retaining the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space conservation; and

**WHEREAS**, during the past seventeen (17) years, the Morris Land Conservancy, and now known as **The Land Conservancy of New Jersey** (hereinafter referred to as the "**Conservancy**") has served as the technical advisor to the Township Committee and the OSAC in assisting the Township with a variety of tasks and activities related to the preservation and conservation of open space within the Township; and

**WHEREAS**, based on its past performance and service to the Township, the Township Committee believes that the staff of the **Conservancy** has the technical expertise, demonstrated knowledge and experience to continue assisting the Township Committee, the Open Space Advisory Committee and the Township's professional staff, with essential open space services; and

**WHEREAS**, as with the 2018-2019 EUS Agreement, the Township desires to execute a limited "project specific" extraordinary, unspecifiable services agreement with **The Land Conservancy of New Jersey** which scope of services shall be limited to: (a) assisting the Township in the preparation of materials to keep the Township's Green Acres Planning Incentive Grant up to date; (b) to assist the Township in developing up to two (2) Grant applications to be submitted to the Morris County Open Space Preservation Trust Fund during 2019; (c) to provide on-going communication and coordination with State and County agencies responsible for land preservation and (d) to attend up to three (3) Township or County meetings to discuss issues with the Township's Open Space Advisory Committee or to assist in the presentation of the Township's grant applications before the Morris County Open Space Committee; and

**WHEREAS**, in the event the Township requires the preparation of maps or the performance of other services related to specific special projects not included under this EUS Agreement, the **Conservancy** shall submit a separate proposal(s) and quotation(s) only when such proposals are requested by the Township Committee; and

**WHEREAS**, the services of the **Conservancy** fall under the category of an Extraordinary, Unspecifiable Services, N.J.S.A. 40A:11-5 (1)(a)(ii), which services

January 31, 2019

are specialized and qualitative in nature and requiring expertise, extensive training and a proven reputation of successful activities in the area of open space conservation; and

**WHEREAS**, it is the intention of the Township Committee to renew a limited Extraordinary, Unspecifiable Services Agreement with the **Conservancy** for the performance of various technical open space services to be performed at the rate of \$125.00 per hour and a total cost not to exceed \$6,000.00 during the period commencing March 1, 2019 and ending February 29, 2020; and

**WHEREAS**, the Township's Business Administrator, acting in his capacity as the Qualified Purchasing Agent, has determined and certified in writing that the value of the open space preservation consultant services for the period beginning March 1, 2019 and ending on February 29, 2020 will not exceed \$17,500.00 and therefore, the filing of a Business Entity Disclosure Certification, the Chapter 271 Political Contribution Form and the Stockholder Disclosure Certification by the **Conservancy** with the Township pursuant to N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A-20.26 et seq. will not be necessary; and

**WHEREAS**, the Township's Chief Municipal Finance Officer has certified that sufficient funds are available in the Township's Open Space Trust Fund Account, Line Item No. 254-3509-499 to fund this award, all in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

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

1. In accordance with the Extraordinary, Unspecifiable Services provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii), **The Land Conservancy of New Jersey**, with offices located at 19 Boonton Avenue in Boonton, New Jersey 07005, is hereby retained to provide the Township Committee, the Open Space Park Land and Facilities Preservation Trust Fund Advisory Committee, and the Township's professional staff with a limited, project specific scope of services agreement which services are enumerated in the Extraordinary, Unspecifiable Services Contract.
2. **The Land Conservancy of New Jersey** shall be paid at the rate of \$125.00 per hour for the performance of the scope of services outlined in the Extraordinary, Unspecifiable Services Agreement during the period commencing March 1, 2019 and ending February 28, 2020. The total contract amount shall not exceed \$6,000.00 during the twelve (12) month period.
3. In the event the Township requires mapping and/or other special project services to be performed by the **Conservancy**, the Township's Business Administrator shall request the submission of a written proposal and quotation from the **Conservancy**. If the governing body authorizes the performance of additional services, said services will be billed separately and apart from the EUS Agreement.
4. The Mayor and Township Clerk are hereby authorized to execute a limited EUS Agreement on behalf of the Township Committee.
5. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service", in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because it is essential that the governing body obtain the guidance and assistance of individuals possessing the technical expertise, demonstrated knowledge and proven ability to assist the Township with those issues and subjects directly related to open space conservation and preservation.



January 31, 2019

6. That a certified copy of this resolution shall be transmitted to the, the OSAC, the Chief Municipal Finance Officer and **The Land Conservancy of New Jersey** for reference and information purposes.
7. That a brief notice of this award shall be published in the February 6, 2019 issue of the Daily Record as required by law.

**RESOLUTION NO. 43-2019**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE AN EXTRAORDINARY, UNSPECIFIABLE SERVICES AGREEMENT WITH LAGUARDIA & ASSOCIATES ENTERTAINMENT & PRODUCTIONS IN AN AMOUNT NOT TO EXCEED \$21,250.00 AS AGENT AND PRODUCER OF A LIVE VOCAL CONCERT AT VETERANS' MEMORIAL PARK FOR THE INDEPENDENCE DAY CELEBRATION ON JULY 1, 2019 AND THREE (3) LIVE VOCAL CONCERTS ON 8, 15 AND 22, 2019 AT LOWER MALAPARDIS PARK IN CEDAR KNOLLS, ALL IN ACCORDANCE WITH N.J.S.A. 40A:11-5.(1)(a)(ii)**

**WHEREAS**, pursuant to the provisions of N.J.S.A. 40A:11-5.(1)(a)(ii), the Township has a need to retain the services of a consultant who serves as an agent to professional vocal artists; and

**WHEREAS**, the Township's Recreation and Park Administration Department wishes to host a 2019 summer concert series offering the residents of the Township with an opportunity to take a trip down memory lane by enjoying the nostalgic music and talent of famous recording and performing artists from the 1950's through the 1980's; and

**WHEREAS**, in order to assist the Recreation and Park Administration Department in producing and coordinating a live summer concert program, the Superintendent of the Recreation and Park Administration Department requested a proposal and quotation from a consultant who serves as an agent to performing artists, and has the necessary expertise and experience in the field of entertainment to help municipalities sponsor community events which headline top name entertainers from the past and present; and

**WHEREAS**, **LaGuardia & Associates Entertainment & Productions** (hereinafter referred to as **LaGuardia & Associates**) located at 388 Pompton Avenue, in Cedar Grove, New Jersey 07009 submitted a satisfactory proposal based on the needs of the Township of Hanover, to perform consultant entertainment services which includes the engagement of four (4) vocal groups and furnishing the necessary sound amplification equipment and technician for each of the concerts; and

**WHEREAS**, the award of a contract to **LaGuardia & Associates** may be narrowly construed as an Extraordinary, Unspecifiable Service in that the services to be rendered by the consultant can be classified as specialized in nature in the field of artistic endeavor related to the engagement and production of live entertainment by recording and performing vocal artists; and

**WHEREAS**, **LaGuardia & Associates** shall assist the Township in the production of the Township's 2019 Summer Concert by engaging four (4) vocal groups to perform on the night of July 1, 2019 at the Township's Independence Day celebration at Veterans' Memorial Field (or the next clear night in case of inclement weather) and on July 8, July 15, and July 22, 2019 which performances shall take place at Lower Malapardis Park in the Cedar Knolls Section of the Township of Hanover; and

**WHEREAS**, various private sector businesses and corporations within the Township have contributed money to underwrite the cost to hire **LaGuardia & Associates** and shall serve as sponsors of each of the concerts without any property taxpayer money being utilized; and

**WHEREAS**, in keeping with the requirements of the Non-Fair and Open process of the Pay-to-Play legislation at N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A-

January 31, 2019

20.26 et seq., the Township's Business Administrator, in his capacity as the Qualified Purchasing Agent, has prepared a "Value Determination and Certification", (a copy of which is attached hereto and made a part of this resolution), and certified in writing that the value of **LaGuardia & Associates'** consultant services during calendar year 2019 will not exceed \$21,250.00; and

**WHEREAS**, because the value of the contract exceeds \$17,500.00, **LaGuardia & Associates** is required to complete and submit a Business Entity Disclosure Certification form, which certifies that **LaGuardia & Associates** has not made any reportable contributions to a political or candidate committee in the Township of Hanover in the previous one (1) year, and that the contract will prohibit **LaGuardia & Associates** from making any reportable contributions for the term of the contract; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.26, **LaGuardia & Associates** is required to file a Chapter 271 Political Contribution Disclosure Form and a Stockholder Disclosure Certification; and

**WHEREAS**, the total contract amount with **LaGuardia & Associates** shall not exceed \$21,250.00 which funds are available and deposited in the Reserve for Recreation Account No. 190-0111-401.

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

1. The Mayor and Township Clerk are hereby authorized to execute a contract with **LaGuardia & Associates Entertainment & Productions** located at 388 Pompton Avenue, in Cedar Grove, New Jersey 07009 for the purpose of providing the Township with consultant entertainment services which includes the engagement of four (4) vocal groups and furnishing the necessary sound amplification equipment and technician for each of the concerts. The first concerts shall be held at the Township's Independence Day celebration on the night of July 1, 2019 at Veterans' Memorial Park, and subsequently on July 8, 15 and 22, 2019 at Lower Malapardis Park in the Cedar Knolls Section of the Township.

2. The total contract amount shall not exceed \$21,250.00. Funds for the payment of **LaGuardia & Associates** and the four (4) vocal groups engaged by the consultant have been deposited by the Recreation and Parks Administration Department in Reserve for Recreation Account, Line Item No., 190-0111-401, all in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., and are available to meet the costs associated with the production of the concerts.

3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service", in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law in that the services to be rendered by the consultant can be classified as specialized in nature in the field of artistic endeavor related to the engagement and production of live entertainment by recording and performing vocal artists.

4. A brief notice of this award shall be published in the Daily Record as required by law within ten (10) days of its passage.

#### **RESOLUTION NO. 44-2019**

**A RESOLUTION OF THE TOWNSHIP COMMITTEE AUTHORIZING A ONE-TIME EXTENSION OF THE CONTRACT TO SA FOOD ASSOCIATES, LLC, IN OPERATING THE TOWNSHIP'S BEE MEADOW POOL CONCESSION STAND DURING THE YEAR 2019 POOL SEASON BASED ON ITS BID TO PAY THE TOWNSHIP \$6,120.00 AND FURTHER AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE AN AGREEMENT WITH SERGIO F. FRANCISCO, THE OWNER OF SA FOOD ASSOCIATES, LLC**

January 31, 2019

**WHEREAS**, the Bee Meadow Pool facility located on Pond Road includes a Concession Stand owned by the Township of Hanover; and

**WHEREAS**, the Board of Recreation Commissioners believe that in order to provide concession stand services to the Pool's members, the Concession Stand should be deriving some revenues in order to help offset the total costs to operate the Bee Meadow Pool facility; and

**WHEREAS**, on February 2, 2018, the Township of Hanover, acting in conformity with N.J.S.A. 40A:11-1 et seq., publicly advertised for the receipt of competitive quotations for the operation of the Township's Bee Meadow Pool Concession Stand during the period commencing Memorial Day weekend, May 25, 2018 through Labor Day, September 3, 2018; and

**WHEREAS**, the Township's Request For Proposal and the Specification stipulate that the Township Committee will award a contract to the person, firm, corporation or partnership which submits the highest bid for the operation of the Concession Stand; and

**WHEREAS**, in accordance with the February 2, 2018 Notice to Bidders and Specification, **SA Food Associates, LLC** submitted the highest bid at \$6,000.00 on the Township's "Proposal Form" as the amount to be paid the Township for the operation of the Concession Stand pursuant to the Township's written Specification; and

**WHEREAS**, the Township's Specification dated February 2, 2018 provides that the Township, in accordance with N.J.S.A. 40A:11-15, reserves the right to extend the contract of the highest responsible and responsive bidder for one additional pool season, that is the 2019 Bee Meadow Pool Season. The Specification stipulates that the terms and conditions of the 2019 Concession Stand Contract shall remain the same except that the Township will require that the amount to be paid to the Township for operating the Concession Stand during the 2019 pool season shall be increased by 2%; and

**WHEREAS**, in an email dated January 15, 2019, the owner of **SA Food Associates, LLC** advised the Superintendent of the Recreation and Park Administration Department that he agreed to operate the Township's Bee Meadow Pool Concession Stand during the 2019 Bee Meadow swimming pool season and that he would pay the Township the sum of \$6,120.00 which represents a 2% increase over the 2018 contract.

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

1. In accordance with N.J.S.A. 40A:11-15 and the stipulation set forth in the Township's February 2, 2018 Bee Meadow Pool Concession Stand Specification, the governing body hereby extends the 2018 contract awarded to **SA Food Associates, LLC** to operate the Township's Bee Meadow Pool Concession Stand during the period commencing Memorial Day weekend beginning on May 25, 2019 through Labor Day, September 2, 2019. **SA Food Associates, LLC** shall pay the Township \$6,120.00 which represents a 2% increase over the 2018 Concession Stand Contract.

2. One half (1/2) the sum of \$6,120.00 or \$3,060.00 shall be paid to the Township either in cash or certified check at the time the signed contract is submitted to the Business Administrator/Township Clerk.

3. On or before Monday, May 6, 2019, **SA Food Associates, LLC** shall deliver to the Business Administrator/Township Clerk in cash or certified check, the second one half (1/2) payment in the amount of \$3,060.00.

4. The Township's Chief Municipal Finance Officer, upon receipt of the payments from the Business Administrator/Township Clerk, shall deposit the payments

January 31, 2019

in the Township's Swimming Pool Enterprise Fund - Miscellaneous Account by the Township's Chief Municipal Finance Officer.

5. The Mayor and Township Clerk are hereby authorized to execute a contract on behalf of the Township of Hanover with **Sergio F. Francisco, the Owner of SA Food Associates, LLC.** with a business address of 1231 Beech Avenue located in Mountainside, New Jersey 07092.

6. A certified copy of this resolution shall be forwarded to the Superintendent of the Recreation and Park Administration, the Township's Chief Municipal Finance Officer and, **SA Food Associates, LLC** for reference and action purposes.

Motion made by Member Ferramosca to approve resolutions and seconded by Member Francioli and unanimously approved.

-----  
**RAFFLE APPLICATIONS:**

- RL-3178 – Avid Community Services of NJ – 50/50 off premise**
- RL-3179 - Avid Community Services of NJ – Tricky Tray**
- RL-3180 – Bee Meadow PTA – Tricky Tray**
- RL-3181 - Bee Meadow PTA – 50/50 off premise**
- RL-3182 - Hanover Rotary Club – on premise raffle**
- RL-3183 – Delbarton School – on premise raffle**
- RL-3184 - Delbarton School – off premise raffle**

Motion for approval of raffle applications made by Member Ferramosca and seconded by Member Gallagher and unanimously passed.

-----  
**REPORT OF THE TOWNSHIP ATTORNEY CONCERNING THE STATUS OF THE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATION**

Fred Semrau:

Good Evening everyone, I am just going to talk a little bit about the Township and its Third Round Affordable Housing tonight. I wanted to talk tonight at the Township Committee's direction about the Third Round Affordable Housing Plan. Every town in the State of New Jersey, if they want to control and make their own zoning decisions, has to comply with affordable housing, they have to be compliant, and they have to be deemed compliant with affordable housing. This is called the third round that affordable housing plans have to be approved and in this case the courts who are approving affordable housing plans. You may have heard about COAH or the Council of Affordable Housing that has been essentially disbanded as far as its oversight and in 2013 the Supreme Court said we are going to take over certifying if towns are in fact compliant with affordable housing. What it means is if you have the compliant designation you continue to make your own zoning decision and you continue to plan for a community the way you want to. If you don't comply and demonstrate that you have provided Fair Share Housing it means that someone else a court a developer or a land owner can come forward and tell the township how to make decisions and they can take property rezone it, make high density development, high rises, put them in people's backyards, whatever it may be but you don't have any say. So, many municipalities almost all in Morris County are up in Superior Court and they are trying to determine what their obligation is and they are trying to come up with ways to satisfy that obligation. If they can't satisfy again they lose that right of zoning, and if they can they have protection in this case through 2025. We you have a community such as Hanover that is very desirable it's a great place to live there is development opportunities and there has been a lot of growth that come with a lot of pressures where there are a number of developers who would be interested in actually trying to take away local zoning, there are some towns out in Sussex County they not participate in this process because there is no development pressures so if someone wanted to build they would be glad but in Hanover it is very important and critical that the Township has a compliant plan.

**January 31, 2019**

So, for the Third Round Plan what has happened is that the Courts have hired Special Master who computed what they believed that the unit obligation is for each town in Morris County. This was computed after a six week trial down in Mercer County going about a year and a half ago. So the Judge commissioned a Special Master, Richard Reading, to come out and say what it would be if we go to trial. I want everyone to know what my starting point is going to be and, as you can see here is some of the Municipalities in Morris County, these have not gone to trial but this is what the expert for the Judge is saying; Hanover Township 897 would be the affordable units; East Hanover 775; Denville 848; Roxbury 841 as you can see these types of obligations what it means is for every one of these units, developers say you have to build almost 5 units to really make up for an affordable unit so that could mean under these circumstances and it's not going to happen here, but it could mean, 4300 residential homes and if you have 4 ½ bedrooms that's like 20,000 bedrooms when you look at these numbers they are astonishing. But, there are a couple of things to keep in mind for Hanover you have a history of compliance so the 897 there are already about 300 units that were already met from prior rounds because of the way the Township has evolved. But, you also have this obligation that all towns are trying to work with and in each one of these cases if Fair Share Housing. Fair Share Housing is named as an intervenor in every case by the Supreme Court and they are essentially almost one of the gate keepers to affordable housing. You try to work something out as far a settlement with Fair Share Housing but again the starting point is this housing obligation in Hanover's case of 897, so with that in mind the governing body over the last few years has been trying to determine what is best way to approach this and in doing so here are some of the options, it may be of small print so I will just read it.

One is let's fight the obligation that has been issued by the court the 897, we think there may be grounds where it could be less and some other people have taken the position like Fair Share Housing they believe the number should be 1200 units for Hanover Township. So there is a lot at stake and there has only been one trial on this matter and as I mentioned to you it didn't come out very well in Mercer County and that Mercer County trial that decision was 250 pages and that is what the Court used to come out with the estimates for Hanover and all the other towns with 897. But one option was to hire experts which the Township, did by the way, and see what we could do to fight that number. The downside is, if we fight it, and, the obligation is higher than we really have a problem because it's 1200 units cause that is what Fair Share Housing believes it to be. And, if you cannot satisfy your obligation as we have mentioned if it is 1200 and you can't satisfy it then it is fair game it will be a builder's remedy and the courts will zone Hanover Township.

So, the strategy that the Township put together was review all of the sites for potential settlement with Fair Share, let's look at some open space, let's see if we can find some locations that would be helpful to satisfy this and as part of that strategy let's make sure there is no pocket developments that there is not a neighborhood that is existing that all of a sudden right behind it there is going to be 25 homes, 30 homes, traffic considerations, let's find locations that are suitable that won't change or interfere with the rest of the community. And, in doing that, let's also try to target the book ends of generations that would have the least impact with this type of demand and that would be the one and two bedroom homes because as it has been defined by planners they're assured of the generations of the seniors who are looking for affordable type housing and the new home starters so try and target that as well, that doesn't mean you can just zone that way. The Township identified two properties that they thought would be significant but they are properties that which would not interfere as I said with these pocket type of developments or recreate neighborhoods within the community. One of them is Pine Plaza, and, the other is River Park. So, with that, they looked at and were in touch with both of the property owners because they are both long standing properties that have been in town and they have development issues. In the case of River Park, it's been vacant since 1982, it was a paper mill and at the time it was a paper mill all of the surrounding uses were industrial that since has changed and it's still vacant but all the surrounding uses are residential. The case of Pine Plaza, it's lost so many tenants that they have about an occupancy rate of 20% and it's turned almost into an eye sore as far as the location is concerned.

**January 31, 2019**

So, what the Township did was it went to Fair Share Housing and it said look, it basically said, if we were to come out with a settlement with Pine Plaza and River Park being the prominent pieces to our plan as opposed to searching all over the town and trying to make numbers and squeeze things in would you consider reducing our affordable housing obligation and this doesn't always work this way, but we were very fortunate with a lot of the planning and the decision of the governing body. Fair Share Housing said and the Special Master appointed by the Court said if we can resolve those two settlements as well as bring in others, there was an intervenor on Airport Road which really wasn't a significant factor because it was near the Airport and it has wetlands and we don't really know if they are going to go forward or if they are ready to, but if you can bring these projects together we will reduce your obligation from 897 to 550. That's a big number that's almost 250 units and remember if you have to build 5 for every 1 that's an enormous reduction in the Township's obligation in a town where it could be built, there are plenty of suiters and plenty of properties and I'm sure you all know that would say that we can help you and we don't really need that help. So, the reduction of 347 units really jettison the Township to say let's try to settle these, let's try to address long standing two projects and see if we can resolve our affordable housing and address the future planning.

So, that is what the Township has done. The settlement that they put together is first to respect to Pine Plaza. This is Pine Plaza now which the only difference is it doesn't look so cold, but that is Pine Plaza as it stands today and going forward it also has the Midas Shop and you know the restrictions to the development and the lack of the fact that it has been a thriving location, EDAC has looked at it and tried for several years to rejuvenate that site. So, the Township has reached a settlement with Pine Plaza and it would say build a project that rejuvenates the property, rejuvenates it and at the same time make the site appealing a location that you can work, socialize and live so those are things that planners says makes a more viable site. The site itself can hold almost 450 residential units, but the Township doesn't want that. The Township resolved this at a fraction of that at 150 townhomes some of which will be two bedrooms, some three but none four bedrooms and then 60 affordable units all restricted, all affordable for seniors only. Hanover Township has one of the highest senior populations such to the point that Joe Giorgio and I met with representatives of the JCC where senior come in and they are living longer and they are in situations where they need affordable homes and there are none available. This would place 60 affordable senior units in Hanover on the site of Pine Plaza.

Also, the Midas property which is contiguous to Pine Plaza would be part of an effort to redevelopment and part of what we hope to see the future vision of Pine Plaza and I note that these are settlements but there are no approvals there is no application it's just the Township saying we are willing to make this part of our plan if it were to go forward. The Township does not have to guarantee to Fair Share Housing that it gets built it has to say that we are going to give it an opportunity to make it a go.

So, with that the benefits of this agreement if it goes forward now would be that there is no municipal services, there is no trash pickup, there is no road work, they agreed that that would all be paid for by the developer for the project so the Township does not have that municipal responsibility. If there are other properties adjacent to Pine Plaza that are purchased cause there are others under contract no additional residential redevelopment. The Midas is a property that the Township would like to see included in this development, if it is included it would not again be for residential. The back of Pine Plaza is adjacent to Legion Place and residential properties one of the stipulations is no more commercial use on the side of the property next to Legion Place appropriate spacing and transition and some buffers for the residents of Legion Place as opposed to industrial and the backs of Pine Plaza.

This is very early but this is one of the commitments that Pine Plaza has made that if this goes forward that this is what the architecture would look like for Pine Plaza with green walkways verses what you see now on the site. Again, this is what the fronts would look like at the Pine Plaza Shopping Center. This is what the other side would look like potentially with stores, they are not big box stores they are stores, shops or supermarkets but that is the other half, that's the shops you saw the live and maybe an

**January 31, 2019**

office building. So that is what the Pine Plaza aspect does and what it does for affordable housing it brings in 60 affordable units for seniors age restricted for seniors.

The other significant settlement is River Park so if a builder's remedy suit went forward or if in fact there was an absolute build out of the River Park site it would come to about 2100 units that are what they proposed if it were all built out. Now the property under this settlement since it's been dormant since 1985 it also has approvals as we speak for over 400,000 industrial square footage of us, which was going to be for a warehouse facility that was for many years what River Park wanted to do and that was what the owner has throughout the State different industrial uses and one of the concerns the Committee has had over the years is truck traffic. What is it going to be like to have 24/7 truck traffic going in on 350,000 square feet of industrial use. There is now a different use contiguous to River Park, there are condominiums, there are residential use so as part of the settlement that application and approval would go away and that would be withdrawn and off the books. The zoning for that property would be removed for the industrial use and also something very concerning to the Township is the property is boarded by the Whippany River and near the Oak Ridge Condominiums there is a bank on the Whippany River that is eroded and one of the things that River Park said that they would do in the settlement is that they would acquire that property from the County Park's Commission, repair that property and restore it, it is a very big concern from Engineering to the residents that are contiguous over at the Oak Ridge Condominiums that that needs to be addressed. So, the first thing that River Park has agreed to do is to make sure that issue is addressed to the satisfaction to all State regulations as well as the damn on the property, so those are long standing concerns and that is a very big plus in this resolve.

The site has been a part of an environmental cleanup that has been completed at the River Park site and this is what the prior approvals would have looked like and if you look here along Eden Lane those are the five industrial warehouses that were approved back in 2017 for this property that was part of an original settlement with the Township from years ago. Settlements don't last forever so, one or two things are going to happen they are either going to build this, they are going to wait and at some point, these settlements can't last forever they will do something different, the Township thought now is the time to address what has been a dormant property and address it to the point where it will be part of the community in a manner that would be well received and not in a way that it would be intrusive to other properties. So, as part of the settlement with River Park and this is a picture of what it looks like, I think off of Legion Place there will be no development with respect to this settlement on Legion Place because again the Committee talked about the fact we would like to create what is necessary for affordable housing but we also want to create something that is within the character of the community and we don't want it up on Legion Place. River Park has plenty of room to have its own section of the community and it does not need to be on Legion Place so they have agreed to that. Again, here are some photos of the site of River Park. The River Park settlement is a project that will complement the changing community and the character of the neighborhood because it will have one and two bedroom homes and it will have a total of 70 affordable three bedrooms on the site and it's complementary to the area because it's near Barclay's and Bayer which are very big employers now in the Township and they have made numerous requests for housing opportunities in the Township and it complements the changing area of River Park much more favorably over a warehouse where we have been in Court on and off for over 10 years over truck traffic and the concerns on Eden Lane that would all be put to rest here because that is not what it is going to be about. There would be, as I said, one and two bedroom rental units and there will also be the potential of a hotel, a long term type of hotel, on the property and even in the discussions there the Committee was pleased that there would be this type of development but they didn't want it out on Eden Lane to interfere with residents view scape of the property or the Township. They agreed that that hotel was built it would be inside the River Park complex in there with which will be retail opportunities about 40-70,000 square feet of retail near Eden Lane there may be something of lesser retail things such of a coffee shop or things like that so it will be accessible to residents of Eden Lane.

**January 31, 2019**

So, the settlement also says as I mentioned, no development on Legion Place the industrial buildings of approval of 400,000 square feet will be removed and there will be hopefully be some linkage between Pine Plaza and River Park and the River Park site is not on Route 10 and it is something that the Committee has for a long time hoped for, a Town type center where it will also be for residents of the Township to be familiar with. It will offer that again where it will be an opportunity to socialize and or live and potentially work. There will be a river walk open to the public and that is something that the planner was very much in favor of and River Park understood that that was important to have a river type walk or public access. So, the settlements overall in summary there will be no obligations for no other residential development through 2025 if the Township completes and formalizing all of these settlements and this is approved by the Court. The Township makes their own decision, there was a number of years ago on the South Campus of Bayer where a developer came in and insisted they wanted to build hundreds of units and the Committee said we are not interested. At that point, the Committee again was compliant with Fair Share Housing they can make those decisions, those decisions can continue. The Township can make those decisions.

Its redevelopment of two blighted sites that had to be addressed that the environmental issues needed to be addressed them EDAC had worked hard to see how it could get addressed and all of that could be handled. So, there will be no development of sight that would change other aspects or other neighborhoods of the community. You have seen some neighboring communities. They are going through this process, they are going into neighborhoods, they are developing projects, they are developing numerous small projects throughout the community in order to meet their affordable housing obligation. Hanover has really targeted these two projects from a redevelopment standpoint to do this and the town retains its ability to provide for its local zoning. So, that is the overview as to where the Committee is. It's a process and this is just one step these are not approvals I want to make that very clear the Committee is not saying anybody has the right to go out and develop these properties tomorrow. But, the Committee is saying we are going to give you the tools to do that if you want to do it. And, we are going to be there along the way to make sure it's done the right way because we want to have a commitment that it's done with the right architectures, setbacks, traffic, access, safety all of those things are yet to be determined but they also believe that we have two significant developers who will invest in the community and stay here. In the case of River Park, the discussion was for the long term it's not to develop this and leave it's to stay here and manage and maintain the property. In the case of Pine Plaza, it's a change in ownership and the current ownership had a very difficult time, just a short footnote if I may, the Pine Plaza shopping center back in 1996 was one of the first tax court cases where the Judge said that the location of this particular property is a cause of a reduction in its value, cause Pine Plaza you basically drive passed it before you notice it. A lot of attorney's have used that case, relied upon that case, and, it really was accurate because it has struggled ever since that time because of its location. So, giving it an opportunity to revitalize itself with this settlement and change the character of it all fits with the fact that the Township also wants, also have the right to retain its local zoning.

It will generate ratables for the Township all of the zoning that will result none of it is any greater than any other zone throughout the Township. It's not as if there has been some type of zoning concession that there is going to be the density that exceeds some other that it's the highest density zoning in the Township, it's not for any of these sites and if the projects are not developed, the Township is not obligated to develop these projects. It's only here to provide the opportunities to develop. The Township is still compliant if these projects are not built, the settlement gives the opportunity to develop as I said it's not an approval. So, that's the overview, this is the concept just a general concept for River Park I think they are very sensitive about wanting to make sure they formalize what the ultimate product is going to look like but one of the things that were discussed was as you can see a potential access on Eden Lane there will also be an access from Parsippany Road so it's not all driven through Eden Lane and the developers are working with the many of the considerations expressed by the Township and there will be a process. There will be a planning process to develop the site and it is estimated that approximately 28 acres won't even been developed in



January 31, 2019

accordance with this settlement with River Park but it's one that the Township hopes the long standing request for a town center would arrive at the River Park site.

Mayor if the Township Committee has any further questions.

Mayor: I am going to open to the public and give them an opportunity to speak to you and ask questions of you regarding your presentation and for that matter if there are any other items they would like to address the committee.

-----  
**OPEN TO THE PUBLIC**

Motion made by Member Ferramosca to Open to the Public and seconded by Member Gallagher and unanimously passed.

Debra Kunz, 2701 Whippanong Way, Whippany: I know most of you very well. First of all, I want to thank the Committee for that presentation. I did have a lot of questions. I am a resident of Oak Ridge at Hanover. For those of you who don't know me; I was on the Board for our Condo Association for 17 years. I was a first time home buyer and am through the Affordable Housing through Morris County and it did afford me as a single person just starting off in business the opportunity to buy a home verses renting and to set myself up for some sort of stability moving forward. I do have questions about these two projects, I know and did call Mr. Giorgio and ask some questions already about I know the Town, correct me if I'm wrong, but there hasn't been any addition to affordable units since 2001?

Mr. Semrau: No, I think the Saddle Brook project and that was an inclusive all affordable housing project that was 2011 and that was 38 affordable units at the time. Just giving estimates but that was one.

Ms. Kunz: I know there have been several projects that have been before this Committee that did not move forward because of one reason or another and I do want to know, I was quite surprised I spent most of December out of the County and it's my time of the year off and I travel for work so I am rarely home these days. I'm all across the county and sometimes out of the county so, my first awareness that there was going to be some change to or some talk of change to the affordable units for Oak Ridge was the letter that I received that was mailed sometime mid-December with a date that had passed after I had opened it and when I received the second notice that said that it was put on hold, I do want to know the status of that decision is. It was not addressed in the presentation and I like to know what.

Mr. Semrau: I think I know exactly what you are talking about; one of the concerns that the Township had or the ambition was the affordable units that had a thirty year term they are about to technically expire before 2025. So, what happened is we have a number of residents who come in and say so that means I can just sell my property when it expires at market and the answer is and this is not the Township that does this this is the law, the law is that is not the case it's a 95-5 Unit which means 95% of any profit even after the 30 years goes to the Township's Affordable Housing Trust Fund and 5% goes to the homeowner. So, the other aspect was that the law provides that the affordable controls the Township has the right to extend to say that we want to keep them going and we want those benefits to continue to those residents who have them and so it's the Township's position and their right under the Affordable Housing Act to extend those controls beyond thirty years so the Township thought it might be a good idea and they are still looking at it to say that maybe we should provide everybody with an incentive and memorialize this so residents don't call us the week before they are closing and say oh I'm going to have this windfall and us say the way the law is it does not work that way but perhaps and the Committee still is going to think about this once everything is in place is to reach out to each one cause there are 133 that could expire and say look why don't we memorialize this now with an agreement. We can't pay significant dollars but we can pay to memorialize that with some amount of money from the trust fund to say that we would like you to acknowledge the fact of and here is the law that we are going to extend these for thirty years. I think that is what the Committee is trying to decide but we put it on hold until we got a plan together to see if it

**January 31, 2019**

was going to fit. So, that's where it is the best I can explain it to you but we had a lot of residents starting to call the Administrator's Office saying I want to plan three or four years from now when these expire and we wanted to make sure that we explained that the law doesn't make it a process where they are market sales they are still where the profit will go to the Township and the Township would rather just see the resident just stay in their unit.

Ms. Kunz: Well, I appreciate you saying that because I also think there are considerations that should be heard or addressed; I think there should be a better forum to communicate with homeowners like myself who are in these units now because I do think that there is another side to this story that should be heard. I appreciate what you just said about all of those things I am with you on all of that but someone who has served her community for a very long time, you all know this to be true, and just the past few years I've gone dark my business has just been keeping me everywhere but Hanover. I gave up the Board of Elections; I was the Master Poll worker for Hanover Township for more than a decade running the polls on Election Days here. I was with Board of Elections for over 25 years, but now my focus has been somewhere else so this was quite a surprise to me and I really wanted to explain that this was quite a surprise to me and I really need to know, hi I'm not taking my eye off this ball and I do want to be involved in this process. I would like to know how I can be helpful.

Mr. Semrau: I would say that is why the Committee said to wait and step back before we move. If I can ask the Mayor and Administrator and the Governing Body if maybe it would be okay, if maybe myself and Joe Giorgio and our Planner meet with you cause we would like to know your opinion. And, if you have been involved this long I think we would rather report to the Committee with like what you said that you may have some concerns and some of them we can possibly address and maybe we should vet them out before that decision is being made. I would be willing to that if Joe would like that idea.

Ms. Kunz: When I gave up my Board seat after 17 plus years and said I did my share and I'm hanging up my hat and this came across my desk I thought maybe I'm not done yet. I'm here to help you know that and you know me. I just think there are a lot of questions that should be answered first and before I start rallying the troops in the community or going to some alternative options I would love to meet with the Committee talk with those persons of interest and let's talk about this before you make a decision that's what I'm asking for.

Mr. Semrau: I think it would be helpful Mayor if we can do that and I'm sure Mr. Giorgio knows where to find everybody.

Ms. Kunz: He knows how to find me. He sure does...

Mayor: Why don't you stay in touch with the Administrator and set up a date for such a meeting between the Administrator, Council and yourself and a member of the Township Committee.

Ms. Kunz: And recently, the Taylor Management Company who manages Oak Ridge there is a new property manager so I would like to loop them in as well cause they do represent Oak Ridge more efficiently than I do these days.

Mayor: That would be very helpful.

Ms. Kunz: I would be happy to put that together and work with you.

Mayor: Well we have five major condominium developments in town as you know so resolving some of your questions would be something that would benefit all. So I think it would be fine.

Ms. Kunz: Mayor you know I would be happy to help... so let me help with this one. I know there are a lot of people just like me who have been paying their mortgage

January 31, 2019

for almost 30 years and we are getting to the end now and surprise you want to change the rules a little bit well I thought wait a minute let's talk about this first.

Mr. Semrau: Well I think it will give us an opportunity to explain because I think that's the reaction sometime we get, from our perspective it's also we are advising you as to what the law is saying so but it will help, that conversation I think will help you.

Ms. Kunz: I think it will help and I think that there are considerations that should be addressed. Thank you for your time and attention.

Motion to close made by Member Ferramosca and seconded by Member Gallagher.

-----  
**OTHER BUSINESS**

Mr. Gallagher: I just want to begin by thanking the DPW it's been a crazy winter not as much plowing as salting and dealing with ice but when we first moved to Hanover Township my wife works in Livingston and she always said how much she loved getting into Hanover Township cause it was always black top so I want to thank Brian Foran and his men for the great work that they do. A lot of us are going to sleep and we hear the big trucks banging around the corner we hear the beeping but it's a beautiful thing cause it means they are out there salting and getting ready for when we wake up so thank you to the DPW again and pretty soon we will be talking about getting the fields ready I hope.

I just wanted to say that with our drug coalition, NJ Coalition for Education and Positive Choices we have been pretty busy in the winter and the winter is our target because there is typically there is not a lot going on for our kids in the winter and people have told us that there is nothing to do in the winter and kids don't want to do anything. And, I said cause there is not a lot for them today, so I just want to say we are in week 5 of 10 consecutive Friday nights in Mennen Arena and every week so far we have about 200 – 250 of our kids with the parents and with other kids from other towns we have about 400 people in there every Friday night. So, if you times that by 10 it's a lot of people doing something on a Friday night. We are very happy and it's a good program, we feature different events every Friday night. The big event is going to be March 1<sup>st</sup> it's going to be Law Enforcement Night, lots of police from surrounding communities come and they display equipment, all the kids get to try it on and thankfully Hanover Township PD is right in the middle of it. Chief Roddy is a founding member and partner in this coalition and I really appreciate all that you do, thank you and it's a great influence on our kids.

Another thing we begin is with the Wildcat Varsity Football Team, they came in and worked with us, we have a new program where American Martial Arts training with our football team last Sunday. February 10<sup>th</sup> new program we tried to pull off last year but it went on blocks but here we go, at 11:30am at Retro Fitness training with HTPD we have a couple of our young jacked up police that are going to train with our varsity football team and talk about weight lifting principals, training principals, nutrition tips and respect for the gym and for one another, which is a beautiful thing.

March 31<sup>st</sup> our Wildcats are going to performance sports in East Hanover and we also have a couple of other facilities working with them. March 15<sup>th</sup> is a Drum Master Class we have a professional local famous drummer Joe Bergamini coming in and he is going to do not only a great drum demonstration but explain different ways you can have a good career in music. March 9<sup>th</sup> the New Jersey Teen Concert Series it's going to be a big event for Hanover Township, East Hanover and Florham Park right here in Whippany Park we have young acts, acoustic guitars, singing, rock bands and we have dance studio's that want to come in and do a set. So I'm extremely proud of these events because of our partnerships not only with the Township Committee and our different departments but with our surrounding municipalities because our biggest role we always say is trying to do the best we could on behalf of our children our most valuable resource and our kids are busy and they are doing very good positive events around positive role models. So, Ron I won't say much more than that, and, I

**January 31, 2019**

appreciate the support of you guys and Law Enforcement Night. I can guarantee we are going to see all of us maybe dressed slightly different but we will be there having a good time with the kids. Be careful out there on the ice and hopefully spring will be right around the corner.

Mayor: And, by the way, if you haven't heard Committeeman Gallagher play drums yet and you get the opportunity you're in for a treat. One of the most talented professional drummers I've seen. Very good.

Member Cahill: Thank you Ron. I should add if you haven't heard me play drums you have been very lucky.

Real quick, something that we had a lot to talk about at the re-organization meeting and too much to talk about in the minutes that we have. I just wanted to get back to this even though it occurred at the beginning of the year but I just wanted to share some data around the program that the Hanover Township Police get involved with it's a grant from the State it's called "Drive Sober or Get Pulled Over" which they participated in last year and it started on December 7<sup>th</sup> and went through January 1<sup>st</sup> and I just wanted to share some of the stats because Hanover Township is always very high performer when you compare them to the rest of the State so 145 hours of patrol were dedicated using the funds and the grant money from the State additional hours of patrol to try and identify and obviously locate people under the influence but there are also a number things that they found during that time. There were 5 DWI arrests for alcohol and there was 1 DWI arrest for drugs, but there was also a number of other things some speeding violations 10 people were taken off the street because of suspended driver's license, 19 careless driving, 4 reckless driving in total 198 violations in addition to that, I think even more important and I say it's great that they are looking out there looking for the drunk drivers but they also made 5 CDS possession arrest as well as a distribution arrest as well. So, for a short period of time less than a month that was dollars that we got and we were able to apply and the HTPD were able to leverage them and I think we really got a bang for our buck for sure. That is the stats for the night.

Moving onto the Firehouses just some dates, Fire District 2 and 3 have their annual elections coming up both of those are on Saturday, February 16<sup>th</sup> from 2pm-9pm. We have in District 3 Cedar Knolls they have two seats open for 3 year commissioner position and District 2 has two three years as well and one year position because someone is leaving the Commission and taking another role in the fire company so it will just to complete the one year roll. That is February 16<sup>th</sup> 2-9. Whippany Fire Company a couple of dates coming up a little out in the future but I thought I would mention them, there is a pancake breakfast fundraiser March 24<sup>th</sup> from 8-12 at the recreation center and then a little further when you are all working on the fields and spring is finally here the Whippany Fire Department 5K is scheduled for Sunday May 5<sup>th</sup> so more details on that as we get closer of course but it is going to start just like it did last year at Bee Meadow Park and hopefully the weather will be a little bit better than last year. That was a wet one!

Schools K-8 earlier in the month they had their reorganization meeting and they had some changes Steve Furda long term Board of Education member has stepped down as President and Carol Tognetti who acted as the Vice President for the past two years is now the President of the K-8 school board. Sal Azzarello a long time Board of Education member has returned to the Vice President role a real solid guy a perfect choice for that. I just wanted to also welcome the newest member to the K-8 Board that is Sue Shannon who we all know from EDAC Committee as well, so she is getting much involved.

HSA reorganization meeting will be February 6<sup>th</sup> at 7 at Town Hall and, last but not least, I attended on Tuesday night the Landmark Commission and they had their reorganization meeting Mike Czuchnicki remains as Chairman so that went smoothly and we basically spent some time talking about the beginnings of the planning that will be necessary for our 300 year anniversary which is not this year but 2020 so they were talking about doing things that they are planning for in the longer term. The short term

**January 31, 2019**

they are looking to update their burying yard plan for some grant applications which we have been through that exercise that before so they just need to identify and drill down exactly what they want to do and see where we can get some matching funds. And that's the end of my report.

Member Mihalko: Recreation, we are always busy. If you haven't noticed but the DPW has already dropped off clay to the fields so they are already moving even though it's the end of January they are already going. We also had the new playground dropped off at Vet's Field and it was mapped out and hopefully the weather breaks they will start constructing that and putting that together for us. That is going in between the two fields out in the open space there, a nice amenity to have while one child is playing and the other will not be getting into trouble they will be on the playground. Even though it's winter time we are still moving over there.

Unfortunately, our trip to Broadway to go see King Kong was cancelled due to the State of Emergency the buses wouldn't go but King Kong was nice enough to allow us on March 3<sup>rd</sup> to reschedule at no charge. That was very nice of them, a little bit of going back and forth but they were nice enough to reschedule and honor those tickets. So that trip is back on but unfortunately if you didn't get your tickets they are already sold out.

We do have a trip coming up to the Paper Mill Playhouse on February 14<sup>th</sup> there are still a couple of tickets available for that. Its tickets, transportation and dinner at Charlie Browns in Chatham all for \$85.00 and that is going to see My Very Own British Invasion, should be very good, only a few tickets left though, contact Recreation and they will get you set up.

Traveling Teens which is set for February 18<sup>th</sup> President Day that is for 6 graders they take them out to Aquatopia that is sold out too. Registration for winter session for children opens up on February 1<sup>st</sup>. Also the ski trip has been cancelled due to the extreme cold weather. It will probably get reschedule February 8<sup>th</sup>.

Member Ferramosca: Engineering, I am not going to talk about roads tonight I'm going to talk about off roads. Off roads, I want to thank Engineering for leading a successful grant application where the Township of Hanover was awarded \$194,000.00 from the County to support what we call the Phase II expansion of a natural trail that will be surrounding Bee Meadow Pond. It will be a beautiful amenity to the Bee Meadow Complex and we greatly look forward to its implementation.

From a Planning standpoint we need to recognize the efforts of our Planner who really worked diligently along with the Township Committee, our Township Attorney Mr. Semrau and our Business Administrator to advance what we call a win-win Affordable Housing Plan. Why is it win-win? Number one, it allows us to address the challenges of the Court so we can comply with a Court ordered mandate; number two importantly it allows Hanover to advance good planning into specific areas in our town which have really been blighted for quite a long period of time. Pine Plaza it's a chance for rejuvenation and River Park, River Park goes back to when I came to Hanover Township in the early 80's it was in need of rejuvenation and now there is a vision and now there is a plan to come forward. So the plans are now in place and we thank our entire professional group and our Planner for helping facilitate that.

Environmental Commission is working on a major solar energy initiative. They will soon be presenting their RFP proposal to the Township for a solar based integrated electric storage system that will supply the energy needs for this municipal campus. So in the event the grid being down the campus will be able to utilize the solar energy system.

Lastly, EDAC has been very active and we thank Mr. Cahill in supporting this as well in terms of preparing the final stage which will call the launch of our new website. So, the new website testing is going on now and they are going through a lot of technical specs, they are testing multiple applications to see if it works on the platform

January 31, 2019

of a smartphone, does it work on a pad in addition to computers, so we are very excited about that and look forward to the implementation of that sometime in late February.

Mayor: I just like to add a few comments, Hanover Township was represented in Trenton this morning with the Conference Of Mayors. Some 75 Mayors were there, it was very interesting. Mayor's meet at the State House in order to discuss various problems that we have some regional problems and local problems. But, the two fundamental ones that I would like to talk about tonight very briefly. First, I want to piggy back that our Council presented in his presentation that unanimously the Mayors this morning in discussions that unanimously agreed don't let the court's do your zoning. To the man to the woman who commented on this they feel the very same way. We all may come away feeling that we did not get the best deal in the world but in the end we let the court's do the zoning for our local governments and we are going to have major problems and I think on that note what Hanover has done is work and I think we have a very good potential agreement on Fair Share Housing.

Secondly, major discussion was on education and most of the towns are concerned certainly the suburban towns that are not part of the abbot districts and those who don't know what an abbot district those are the ones that get your fair portion of State aid over 70% of your State aid goes to cities in abbot districts like the Camden's, Dover's, Paterson's, etc., we have been recommending to both houses that they retool the aid distribution method. And, we are hoping they do this and another aspect of this that came up that we should be aware of is that there has been a press by Trenton and whenever you let Trenton get involved in your Government you got a problem but there has been a press by Trenton to regionalize school systems on a broader basis. That means you take a town like Hanover or Florham Park, East Hanover and add a couple more towns to it then you have one superintendent, and you cut down on your overhead costs of operational costs, etc. To the Mayor's again, they were very opposed to that type of regionalization, regionalization works very well, shared serves work extremely well in certain cases like emergency management yes, schools no. People that come to Hanover Township chose it for the school systems they choose for the quality of the schools and the education that they bring here. By going regional school districts delude that and we are very concerned that the State might move in that direction and we hope they won't. We would like to protect the Home Rule and this is one of the first tests of Home Rule certainly on educational basis in keeping our school systems under our control here in Hanover and we certainly going to be a strong advocate for that.

Finally, we came to the end of our last year and we are looking for budgets for 2019, your Town Council will be sequestered Saturday with hot coffee and donuts and we will be addressing our Town's budget for the coming year and we hope to be very successful and it will be a little bit of belt tightening this year. We don't have the same growth and ratable base as we have had in years past. We have put on a lot of very successful corporates this past year. MetLife and we are very excited about Barclay's Bank taking over the large portion that they have. But coming into 2019 is going to be hard to look at the numbers but we will do that. Having said that I will adjourn for the night.

-----  
**ADJOURNMENT**

Motion made to close at 9:24 p.m. was by Member Gallagher and seconded by Member Ferramosca and unanimously passed.

TOWNSHIP COMMITTEE  
TOWNSHIP OF HANOVER  
COUNTY OF MORRIS  
STATE OF NEW JERSEY

\_\_\_\_\_  
Joseph A. Giorgio, Township Clerk