

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-444

Council Meeting Date: 12-21-2015

Date Adopted: 12-21-2015

TITLE: RESOLUTION AUTHORIZING DEVELOPERS AGREEMENT WITH
RESPECT TO 460 MOUNTAIN AVE STREET, BLOCK 320, LOT 15

Councilperson Galluccio submitted the following resolution, which was duly seconded
by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New
Providence, in the County of Union and State of New Jersey, that they do hereby
approve and authorize an the Developer's Agreement with respect to 460 Mountain
Avenue, Block 320, Lot 15 in the Borough of New Providence, in the form attached
hereto, and they do further authorize and direct the Mayor and Borough Clerk to
execute same on behalf of the Borough of New Providence.

APPROVED, this 21st day of December, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 21st day of December, 2015.

Wendi B. Barry, Borough Clerk

Law Offices

600 Campus Drive
Florham Park, NJ
07932-1047

973-549-7000 phone
973-360-9831 fax
www.drinkerbiddle.com

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December 11, 2015

VIA EMAIL (dmarvin@newprov.org) & FIRST CLASS MAIL

Mr. Douglas Marvin
Borough Administrator
Borough of New Providence
360 Elkwood Drive
New Providence, NJ 07974

Re: Erickson/New Providence – Developer’s Agreement

Dear Doug:

Pursuant to our recent telephone conversation, enclosed you will find the following items:

1. Four counterparts of the Developer’s Agreement in the same form as previously approved by your engineer, Andy Hipolit, PE, and attorney, Paul Rizzo, Esq. (as confirmed in Mr. Rizzo’s November 11, 2015 email to me, on which you were previously copied).
2. The bonding estimate for the site improvements covered by the Developer’s Agreement, prepared by Bohler Engineering.
3. The November 6, 2015 letter from Michael O’Krepky, P.E., C.M.E., to Mr. Rizzo, approving Bohler’s bonding estimate.

In accordance with our conversation, please have consideration of the Developer’s Agreement included in the agenda of the Borough Council meeting scheduled for Monday, December 21, 2015. If it is approved at that meeting for execution, kindly provide me, of course, with the approving Resolution, and we will arrange for execution of the Developer’s Agreement.

Please do not hesitate to contact me with any questions or requests for additional information. Thank you very much for your ongoing cooperation and assistance.

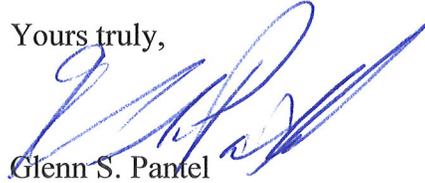
*Andrew B. Joseph
Partner responsible for
Florham Park Office*

Established 1849

Mr. Douglas Marvin
December 11, 2015
Page 2

Kind regards.

Yours truly,


Glenn S. Pantel

GSP/kwd

cc: Mr. Mark Hunter (w/encls.) (via email: mark.hunter@erickson.com)
Michael Costello, P.E. (w/encls.) (via email: mcostello@bohlereng.com)
Paul R. Rizzo, Esq. (w/encls.) (via email: prizzo@newjerseylaw.net)

DEVELOPER'S

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015 between THE BOROUGH OF NEW PROVIDENCE, a Municipal Corporation of the State of New Jersey, whose address is 360 Elkwood Avenue, New Providence, NJ 07974 (hereinafter referred to as the "Borough"), and REDWOOD-ERC NEW PROVIDENCE II, LLC (hereinafter referred to as the "Developer") whose address is c/o Rick W. Slosson, Erickson Living Management, LLC, 701 Maiden Choice Lane, Baltimore, MD 21228.

WITNESSETH

WHEREAS, Developer obtained approvals from the Borough Zoning Board of Adjustment (the "Zoning Board") by Resolution No. 2011-13, adopted May 16, 2011, and Resolution No. 2012-14, adopted June 4, 2012, and pursuant to such approvals is constructing a continuing care retirement community facility (the "CCRC") on property known as 535 Mountain Avenue, and identified as Block 320, Lot 17 on the Borough of New Providence Official Tax Map (hereafter "Phase I & II Property"); and

WHEREAS, Developer subsequently obtained approval from the Zoning Board by Resolution (the "Resolution") No. 2015-19, adopted May 4, 2015, which is attached hereto as **Exhibit A**, for Preliminary and Final Major Site Plan Approval with Variances to expand the CCRC on property adjacent to the Phase I & II Property, known as 460 Mountain Avenue, identified as Block 320, Lot 15 on the Borough of New Providence Official Tax Map (the "Property"), for the construction of a four-story, 145 unit continuing care retirement community building, along with other improvements referenced in the Resolution, and in the documents identified and incorporated by reference in the Resolution, and as set forth on all other

submissions constituting the Developer's application to the Zoning Board; and

WHEREAS, it is appropriate that Developer enter into an Agreement with the Borough to set forth the obligations of the respective parties in connection with the development of the Property.

NOW, THEREFORE, in consideration of and pursuant to the provisions of the Statutes of the State of New Jersey, and the mutual covenants and agreements herein contained, Developer and the Borough do hereby agree with each other as follows:

ARTICLE I. Preliminary and final site plan approval and variance relief has been granted, and Developer intends to complete construction of the improvements referenced in the Resolution.

ARTICLE II. Developer shall secure all required and necessary permits and shall be responsible for complying with all conditions of said permits throughout construction.

Developer shall comply with any and all Federal, State, County or local statutes, ordinances and regulations which may apply to the Development.

ARTICLE III. Developer agrees to deposit with the Borough the inspection fees for the site work improvements (including any fees for review of design or change in design) in accordance with the Land Development Ordinances of the Borough, upon the commencement of any site work. Developer's engineer shall prepare an estimate of such fees and the anticipated time periods over which such fees are to be incurred for approval by the Borough Engineer. Upon the Borough's approval of such estimate and commencement of the site work improvements, Developer shall deposit ten percent (10%) of the total inspection fees and shall from time to time replenish such escrow account as directed by the Borough and in accordance

with the time periods described in the approved estimate. Replenishment of the escrow account shall be made by Developer within thirty (30) days of request of same.

ARTICLE IV. Developer's engineer shall prepare and submit a Schedule of Values to the Borough Engineer setting forth the cost estimate of each portion of the site improvements for which a performance guarantee will be required. Permits for site improvements shall be issued upon the filing of construction drawings and upon posting of a suitable performance bond for the value of such portion of the site improvement work for which the permit is issued based on the Schedule of Values as reviewed and approved by the Borough Engineer.

ARTICLE V. The performance guarantee which shall be in the amount of one hundred twenty percent (120%) of the estimated cost of the installation of all of the site improvements, said itemized cost estimate to be based on the Schedule of Values approved by the Borough Engineer, shall inure to the benefit of the Borough only and shall remain in full force and effect until the work secured thereby is completed to the satisfaction of the Borough Engineer. Developer shall have the right from time to time during construction to apply to the Borough for partial release of the performance guarantee, commensurate with the value of improvements set forth in the Schedule of Values approved by the Borough Engineer to have been completed pursuant to N.J.S.A. 40:55D-53, and as approved by the Borough Engineer. No credit will be given for any un-inspected work at the time of guarantee reduction or partial release. The Borough agrees to promptly inspect all work in progress upon the request of Developer for same.

ARTICLE VI. The Developer at its own cost and expense shall maintain all improvements required to be installed for the Development for a period of two (2) years from the date of acceptance or approval of construction by the Borough, provided, however, that this requirement shall not apply to any underground utility installed by a public utility company

which will be owned and maintained by such company after installation. Maintenance shall include the repair, reconstruction and replacement of any improvement or portion thereof, which is necessitated by reason of faulty materials or workmanship, settlement or the effects of the forces of nature. Maintenance shall also include the correction of any adverse conditions within road rights-of-way or easements conveyed to the Borough caused by the forces of nature and not evident at the time of acceptance by the Borough. Maintenance shall be deemed to be satisfactorily performed when inspected and approved by the Borough Engineer.

ARTICLE VII. If, upon the acceptance of improvements for the Development by the Borough, the Developer desires to have the performance guarantee released, the Developer shall furnish to the Borough a maintenance bond guaranteeing the maintenance of all improvements as provided in Article VI, which bond shall be in an amount equal to fifteen percent (15%) of the cost of the improvements required to be maintained as such cost is determined by the Borough Engineer.

ARTICLE VIII. Prior to the issuance of a certificate of occupancy for a portion of the Developer's project, all approved site infrastructure necessary for the occupancy of that portion of the project must be installed and must be approved by the Borough Engineer, or the appropriate official or entity having jurisdiction.

ARTICLE IX. Developer agrees to take all steps as may be reasonably necessary to protect persons and property, including roads both on and off the site, from injury or damage due to the conditions resulting from the development contemplated herein.

Developer agrees to indemnify and hold harmless the Borough and all officials, employed or appointed, during the time of construction from any and all liability arising out of

any claims made during construction arising out of Developer's construction activities, but not relating to any approvals granted pursuant to the Resolution.

ARTICLE X. Developer grants to the Borough and its agents the right of full and complete access to the construction site during the entire period of development for inspection and enforcement purposes.

Developer shall join in the inspection of the work in progress by the Borough and shall promptly correct any hazardous or unsafe conditions as may be required by the Borough. Developer and the Borough shall have a pre-construction meeting for the Developer, the Borough Engineer and the general contractor to coordinate the progress of construction and address any security issues related to the Property.

ARTICLE XI. Developer agrees to construct all improvements in accordance with the approved plans entitled "Preliminary and Final Major Site Plan for Redwood-ERC New Providence II, LLC proposed Continuing Care Retirement Community," prepared by Bohler Engineering, dated December 3, 2014, last revised March 25, 2015, and as required per all conditions set forth in the Resolution.

All drawings, maps, plans and agreements approved by the Zoning Board shall, following its approval, be incorporated by reference in this Developer's Agreement as though set forth fully at length herein.

Upon completion of the improvements, Developer shall furnish to the Borough "as built" plans in an electronic format acceptable to the Borough Engineer.

ARTICLE XII. In the event Developer shall breach any of the terms and conditions of this Agreement, Developer shall, upon the Borough's request, immediately take all steps to

correct such breach and if not remedied in a reasonably timely manner, the Borough reserves the right to stop all work on the project area by vehicles or pedestrians.

The Borough reserves the right to revoke the applicable approval granted or take appropriate action in the event there is any material deviation from or alteration to the plans unless prior written approval for any such material deviation or alteration has been obtained from the Zoning Board or its authorized representatives.

ARTICLE XIII. Developer shall be responsible and pay for all road, aisle and parking area maintenance on the Property which shall include, but not be limited to, the responsibility for snow and ice removal during periods of inclement weather, and all services enumerated in Section 2 of the Municipal Services Act, N.J.S.A. 40:67-23.3.

ARTICLE XIV. For purposes of all notices and correspondence arising out of this Developer's Agreement, the office of Developer is c/o Rick W. Slosson, Erickson Living Management, LLC, 701 Maiden Choice Lane, Baltimore, MD 21228, with a copy of all correspondence to be directed to General Counsel, Erickson Living, 701 Maiden Choice Lane, Baltimore, Maryland 21228. All notices and correspondence shall be sent to Wendi B. Barry, Clerk, 360 Elkwood Avenue, New Providence, NJ 07974, with a copy to Andrew Hipolit, Borough Engineer, 360 Elkwood Avenue, New Providence, NJ 07974.

ARTICLE XV. This Developer's Agreement shall be binding upon and its provisions shall inure to the benefit of the representative successors and assigns of the parties hereto. This Agreement may be assigned to a successor developer and upon replacement of the restoration guarantee by a successor, Developer shall receive a return from the Borough of the guarantee posted.

ARTICLE XVI. If any provisions of this Developer's Agreement shall be declared to be illegal or unconstitutional or otherwise defective in whole or in part, such determination shall not be deemed to void the entire Agreement if the remaining portions of the Agreement are of themselves effective, it being the intent that all of the provisions of the Developer's Agreement are separable and not necessarily dependent upon any other provisions of the Developer's Agreement.

This Developer's Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, in triplicate, respectively, the day and year first above mentioned.

Borough of New Providence

By: _____

ATTEST:

Redwood-ERC New Providence II, LLC

By: _____

WITNESS:



BOHLER ENGINEERING

BONDING ESTIMATE FOR

Redwood - ERC New Providence II, LLC
Borough of New Providence, Union County, NJ

Date: 10/08/2015

BE #: Job No. J100690.03

Prepared by:
BOHLER ENGINEERING
35 Technology Drive, Warren, NJ 07059

Prepared By: AR
Checked By: MC

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
SITE CLEARING				
Clearing & Grubbing (greater than 1/2 an acre)	6.05	AC	\$ 5,600.00	\$33,880.00
Tree Removal, <6" Caliper	28	UNIT	\$ 160.00	\$4,480.00
Tree Removal, 6"-12" Caliper	131	UNIT	\$ 240.00	\$31,440.00
Tree Removal, 12"-18" Caliper	30	UNIT	\$ 320.00	\$9,600.00
Tree Removal, 18"-24" Caliper	10	UNIT	\$ 400.00	\$4,000.00
Tree Removal, 24"-30" Caliper	2	UNIT	\$ 640.00	\$1,280.00
Tree Removal, 30"-36" Caliper	3	UNIT	\$ 880.00	\$2,640.00
Tree Removal, 36" Caliper and Up	1	UNIT	\$ 2,400.00	\$2,400.00
			Subtotal	\$89,720.00
SITE DEMOLITION				
Building Removal	574296	CF	\$ 0.35	\$201,003.60
Curb Removal	2270	LF	\$ 2.88	\$6,537.60
Pavement Removal	6259	SY	\$ 4.00	\$25,036.00
Concrete removal	1004	SF	\$ 0.80	\$803.20
Utility Pole Relocation (Avg.)	2	EA	\$ 8,000.00	\$16,000.00
Area Light Removal	11	EA	\$ 400.00	\$4,400.00
Manhole Removal	2	EA	\$ 560.00	\$1,120.00
Remove Sign	3	EA	\$ 24.00	\$72.00
Sawcutting	155	LF	\$ 2.80	\$434.00
Misc. Utilities Removal	337	LF	\$ 11.20	\$3,774.40
			Subtotal	\$58,177.20
FINAL GRADING				
Grading @ Buildings & sidewalks	16910	SF	\$ 0.10	\$1,623.36
Grading @ Pavement	38803	SF	\$ 0.08	\$3,104.24
Grading @ Landscape areas	155815	SF	\$ 0.08	\$12,465.20
			Subtotal	\$17,192.80
EARTHWORK				
Strip topsoil	5300	CY	\$ 3.80	\$20,140.00
Respread topsoil (with stockpiled topsoil)	1485	CY	\$ 7.20	\$10,692.00
Cut to fill (no rock) (5,000 - 10,000CY)	11260	CY	\$ 8.00	\$90,080.00
Backfill foundation walls & retaining walls	1054	CY	\$ 19.20	\$20,236.80
Import & place fill	5622	CY	\$ 20.00	\$112,440.00
Export fill	3815	CY	\$ 12.00	\$45,780.00
Extra for Rock Excavation:				
Extra for mass rock excavation (blasting)	4216	CY	\$ 12.00	\$50,592.00

Subtotal **\$349,960.80**

SITE WORK

Granite Block Curb	2296	LF	\$	14.40	\$33,062.40
Concrete Curb (6" Reveal)	54	LF	\$	15.20	\$820.80
Flush Curb	135	LF	\$	16.00	\$2,160.00
Bituminous Pavement	Enter # of inches in thickness: (base and top)	6	IN		
	Enter amount of area:	4311	SY	\$ 14.40	\$62,078.40
DGA subbase	Enter # of inches in thickness: Enter amount of area:	6	IN		
		4311	SY	\$ 6.48	\$27,935.28
1 1/2" Overlay only		30	SY	\$ 6.40	\$192.00
Milling		30	SY	\$ 3.20	\$96.00
Wooden Bench		10	EA	\$ 600.00	\$6,000.00
Modular block wall (exposed face)		4496	SF	\$ 44.00	\$197,824.00
4" Concrete sidewalk		16910	SF	\$ 4.00	\$67,640.00
Concrete Pad (6" Thick)		290	SF	\$ 6.40	\$1,856.00
Geoweb Grass Pavers		9952	SF	\$ 6.40	\$63,692.80
8' High Galvanized Chain Link Fence		223	LF	\$ 16.00	\$3,568.00
3.5' High Decorative Metal Fence		694	LF	\$ 32.00	\$22,208.00

Subtotal **\$489,133.68**

STRIPING & SIGNAGE

4" Wide Thermoplastic Striping	1186	LF	\$	0.40	\$474.40
Painted Directional Arrows	28	EA	\$	80.00	\$2,240.00
Painted Stop Bars	2	EA	\$	80.00	\$160.00
Painted Handicap Symbols	7	EA	\$	40.00	\$280.00
Handicap Parking Signs	7	EA	\$	120.00	\$840.00
Traffic Control Signs	7	EA	\$	120.00	\$840.00

Subtotal **\$4,834.40**

STORM DRAINAGE

Class III

15" RCP (0-8' deep)	1273	LF	\$	19.20	\$24,441.60
15" RCP (8'-12' deep)	144	LF	\$	24.00	\$3,456.00
30" RCP (0-8' deep)	65	LF	\$	40.00	\$2,600.00
30" RCP (8'-12' deep)	87	LF	\$	52.00	\$4,524.00

Class IV

15" RCP (0-8' deep)	28	LF	\$	24.00	\$672.00
30" RCP (12'-16' deep)	56	LF	\$	80.00	\$4,480.00

Class V

24" RCP (0-8' deep)	185	LF	\$	36.00	\$6,660.00
30" RCP (0-8' deep)	57	LF	\$	52.00	\$2,964.00
15" Flared End Section	4	EA	\$	600.00	\$2,400.00
Manholes (0-8' deep)	1	EA	\$	1,440.00	\$1,440.00
	1	EA	\$	1,920.00	\$1,920.00
Yard Inlets (0-8' deep)	8	EA	\$	1,200.00	\$9,600.00
	1	EA	\$	1,520.00	\$1,520.00
B Inlets (0-8' deep)	7	EA	\$	1,360.00	\$9,520.00
	3	EA	\$	1,920.00	\$5,760.00
	1	EA	\$	3,200.00	\$3,200.00
E Inlet (0-8' deep)	1	EA	\$	1,400.00	\$1,400.00
Trench drain (8" Concrete)	25	LF	\$	32.00	\$800.00
Cleanout	5	EA	\$	240.00	\$1,200.00
D50= 6" Rip Rap, with Filter Fabric	10	CY	\$	44.00	\$440.00

Subtotal **\$88,997.60**

WATER

On Site:

1" Copper Water Service Line	99	LF	\$	12.00	\$1,188.00
6" DIP	278	LF	\$	36.00	\$10,008.00
8" DIP	245	LF	\$	40.00	\$9,800.00

Hydrant, valve & stem	1	EA	\$	3,200.00	\$3,200.00
8" Bend w/ thrust block	4	EA	\$	340.00	\$1,360.00
6" Valve	1	EA	\$	960.00	\$960.00
8" Valve	4	EA	\$	1,120.00	\$4,480.00
Subtotal					\$30,996.00

SANITARY

On Site:

8" PVC (SDR 35) (0-8' deep)	205	LF	\$	24.80	\$5,084.00
8" PVC (SDR 35) (8'-12' deep)	133	LF	\$	28.00	\$3,724.00
8" PVC (SDR 35) (12'-16' deep)	71	LF	\$	32.00	\$2,272.00
4' Diameter Manhole (0-8' deep)	4	EA	\$	1,600.00	\$6,400.00
4' Diameter Manhole (12'-16' deep)	1	EA	\$	3,600.00	\$3,600.00
Cleanout	5	EA	\$	280.00	\$1,400.00
Subtotal					\$22,480.00

LANDSCAPING

Seed	20821	SF	\$	0.20	\$4,164.20
Mulch	60	CY	\$	38.40	\$2,304.00
Shade Tree, (2 1/2" - 3" caliper)	62	EA	\$	348.00	\$21,576.00
Evergreen Tree, (6' - 7')	51	EA	\$	320.00	\$16,320.00
Ornamental Tree (2" - 2 1/2" caliper)	39	EA	\$	240.00	\$9,360.00
Evergreen Shrubs (24" - 30")	119	EA	\$	48.00	\$5,712.00
Subtotal					\$59,436.20

ELECTRIC & COMMUNICATIONS

Electric & Communication service	1210	LF	\$	44.00	\$53,240.00
Subtotal					\$53,240.00

GAS

2" Gas Line	213	LF	\$	32.00	\$6,816.00
Subtotal					\$6,816.00

LIGHTING

Note: All pricing assumes 20' high square poles and 5' deep base; 250 to 1,000 watt fixtures.
 Add \$75 per pole for round poles.
 Add \$400 for 30' high poles.

Single pole mounted light	10	EA	\$	2,200.00	\$22,000.00
Subtotal					\$22,000.00

SOIL EROSION & SED. CONTROL

Erosion Control Mat	268	SY	\$	1.60	\$428.80
Silt Fence	1314	LF	\$	2.80	\$3,679.20
Tree Protection Fence	320	LF	\$	3.60	\$1,152.00
Inlet Protection	23	EA	\$	120.00	\$2,760.00
Tracking Pad	1	EA	\$	1,600.00	\$1,600.00
Subtotal					\$9,620.00

SUBTOTAL: \$1,302,604.68
 CONSTRUCTION STAKEOUT: \$39,078.14
 15% CONTINGENCY: \$195,390.70

TOTAL: \$1,537,073.52

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled PRELIMINARY AND FINAL MAJOR SITE PLAN FOR REDWOOD-ERC NEW PROVIDENCE II, LLC as prepared by Bohler Engineering, dated 12/03/14. Last revised 03/25/15.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.

BOROUGH OF
NEW PROVIDENCE

SETTLED IN 1720

Allen Morgan, Mayor

Andrew R. Hipolit, Borough Engineer

Margaret Koontz, Administrative Assistant

November 6, 2015

Paul R. Rizzo, Esq.
15 Mountain Boulevard
Warren, NJ 07059

Re: Redwood-ERC New Providence II, LLC
Bonding and Escrow Requirements
Block 320, Lot 17
535 Mountain Avenue
Borough of New Providence
Union County, New Jersey
Our File No. NPZ-317D

Dear Mr. Rizzo:

The Applicant for the above-referenced matter is eager to begin construction, and has submitted a construction cost estimate; therefore, we offer the following information regarding the bonding and escrow requirements:

- a. The cost estimate for the site improvements is \$1,537,073.52, according to the estimate provided by the Applicant's engineer (attached). Based on our review of the estimate and quantities, we take no exceptions to the estimate.
- b. N.J.S. 40:55D-53 allows the Borough to acquire a Performance Guarantee of an amount not to exceed 120% of the cost of installation of the improvements. It also allows the Borough to acquire 10% of that guarantee in the form of cash; therefore, a Performance Guarantee of \$1,844,488.23 of which \$184,448.82 should be in the form of cash and \$1,660,039.40 in the form of bond.
- c. After the Borough accepts the site improvements, a maintenance bond shall be posted. N.J.S. 40:55D-53 allows the Borough to acquire 15% of the cost of installation of improvements, which would result in a \$230,561.03 maintenance bond. N.J.S. 40:53D-53 restricts the time this bond can be held to two (2) years.
- d. N.J.S. 40:50-53h allows the Borough to collect fees in the amount not to exceed the greater of \$500 or 5% of the cost of the improvements to cover inspection services; therefore,

the Borough will require the Applicant to post \$76,853.68 in an escrow account to cover the Borough's inspection fees.

Thank you for your kind attention to this matter. Please do not hesitate to contact me should you have any questions.

Very truly yours,



Michael J. O'Krepky, P.E., C.M.E.
Board Engineer

MJO/jd

Enclosures – Developers Agreement Prepared by Applicant
Bonding Estimate

cc: Zoning Board of Adjustment (via Secretary)
Margaret Koontz, ZBA Secretary (via email)
Glenn S. Pantel, Esq., Drinker, Biddle & Reath (via email)
Keith Lynch, Building Official (via email)

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