

October 16, 2023

Borough of Midland Park
Planning Board
280 Godwin Ave
Midland Park, NJ 07432

Attn.: Jessica Harmon

Via e-mail: jharmon@midlandparknj.org

Subject: Midland Park Planning Board/
First Hartford Realty Corporation
CVS Pharmacy and Building Addition
Site Plan Application with Variances
Godwin Ave. (CR 80) & Erie Ave.
Block 6, Lot 17.02

Dear Ms. Harmon:

We are in receipt of the following documents:

1. Letter from Beattie Padovano, dated 10/04/2023
2. Performance Surety Bond dated 02/05/20

The applicant requests release and return of the performance guarantee, based upon the fact that all work required under the terms of the Developers Agreement has been completed. Based upon our site visits and review the provided as-built survey, we agree that the site work covered by the performance guarantee has been completed in substantial conformance with the approved site plans. As such, we take no exception to the release and return of the performance guarantee.

Should you have any questions regarding the above comment do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Erik Boe". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Erik Boe, PE, LEED AP
Planning Board Engineer

cc: Darryl Siss, Esq. (via email: darryl@trslawfirm.com)

RECEIVED
MAY 10 1964

RECEIVED
OCT 05 2023



**BEATTIE
PADOVANO LLC**
COUNSELLORS AT LAW
200 MARKET STREET, SUITE 401
MONTVALE, NEW JERSEY 07645

(201) 573-1810

www.beattielaw.com

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ROBERT A. BLASS (NJ, NY BARS)
ARTHUR N. CHAGARIS (NJ BAR)
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RENATA A. HELSTOSKI (NJ, NY BARS)
MICHAEL STERNLIEB (NJ BAR)
DANIELE CERVINO (NJ, NY BARS)
ARTHUR M. NEISS (NJ, NY BARS)
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SHKELQIM (JIM) PILINCI (NJ, NY, MT BARS)
ALEXANDER J. MORGENSTERN (NJ, NY BARS)
DEMETRIA M. BOGOSIAN (NJ BAR)
GABRIELLA M. PASCARELLI (NJ BAR)
CONOR C. O'SHAUGHNESSY (NJ BAR)

RALPH J. PADOVANO (1935-2016)
JAMES R. BEATTIE (1935-2021)

Reply to New Jersey Office
Writer's Direct Access
Email: adelvecchio@beattielaw.com
Direct Dial: (201) 799-2149

October 4, 2023

OUR FILE NO. -190680

Via FedEx

Wendy A. Martin, R.M.C., Borough Clerk
Borough of Midland Park
280 Godwin Avenue
Midland Park, New Jersey 07432

**Re: Developers Agreement
First Hartford Realty Corporation/Henpal Realty Co. LLC/
The Borough of Midland Park/The Planning Board of the Borough of
Midland Park
80 Godwin Avenue
Block 17.02, Lot 6
Midland Park, New Jersey**

Dear Ms. Martin:

Please be advised that this firm represents First Hartford Realty Corporation in connection with the above referenced property. Pursuant to the Developers Agreement between the Borough of Midland Park, the Planning Board of the Borough of Midland Park and my client, certain work was required to be performed for which a performance guarantee was required by the Developers Agreement. My records indicate that the performance guarantee required in the amount of \$47,766.00 was posted with the Borough of Midland Park by way of performance bond number 107200935 issued on behalf of the Borough of Midland Park.

I am writing at this time to advise that all work required under the terms of the Developers Agreement has been completed. First Hartford Realty Corporation requests the release and return of the performance guarantee referenced above. Should there be any questions

Fifty - Three Years of Service

October 4, 2023
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or the need to schedule a meeting to arrange for the inspections, to please feel free to contact me at any time.

Thank you for your courtesies in this regard.

Very truly yours,

/s/ Antimo A. Del Vecchio

Antimo A. Del Vecchio

ADV:rct

Enc.

C: Darryl E. Siss, Esq. (via email, w/enc.)
Jessica Harmon, Planning Board Secretary (via email, w/enc.)
Erik Boe (via FedEx, w/enc.)
David Hals (via FedEx, w/enc.)

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Block(s) 6 Lot(s) 17.02

Bond No. 107200935

PERFORMANCE SURETY BOND

We, New Jersey CVS Pharmacy, L.L.C., having offices at One CVS Drive, Woonsocket, RI 02895, as principal, and Travelers Casualty and Surety Company of America, having offices at One Tower Square, Hartford, CT 06183, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of Borough of Midland Park in the county of Bergen, obligee, in the sum of Forty Seven Thousand Seven Hundred Sixty Six & 00/100 (\$47,766.00), for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On February 5, 2020, principal was granted approval by the Bergen County Planning Board (approving authority) of the County of Bergen for Offsite Work Associated with CVS# 519, 80 Godwin Avenue, Midland Park, NJ 07432 - Lot 17.02, Block 6 (include reference to specific job and resolution of approval). The estimate by the municipal engineer of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal hereby furnishes a performance surety bond in the amount of Forty Seven Thousand Seven Hundred Sixty Six & 00/100 (\$47,766.00) not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer, written by Travelers Casualty and Surety Company of America, a surety licensed in the State of Connecticut, guarantying full and faithful completion of improvements approved by the approving authority, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53. The amount of the bond remaining shall be sufficient to secure provision of the improvements not yet approved; provided, however, that the municipality may require that 30 percent of the amount of the bond be retained to ensure completion of all improvements.

This bond shall remain in full force and effect until released by resolution of the municipal governing body.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.
2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the municipality may retain 30 percent of the bond amount posted in order to ensure such completion.
3. The aggregate liability of the surety shall not exceed the sum set forth above.
4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety

CVS #519

COF

fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the municipal engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to the approving authority becomes effective.

Date: February 5, 2020

New Jersey CVS Pharmacy, L.L.C.
Principal

Kimberly A. Sharlow

Kimberly A. Sharlow ASSISTANT SECRETARY

Catherine Martin

CATHERINE MARTIN, WITNESS

Travelers Casualty and Surety Company of America
Surety

April D. Perez
April D. Perez, Attorney-In-Fact

Annette Audinot
Annette Audinot, Witness/Attest

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CORPORATE ACKNOWLEDGMENT

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 5TH day of FEBRUARY, 2020 before me personally came

Kimberly A Shardlow to me known,

who, being by me duly sworn, did depose and say that ~~he~~/she resides in

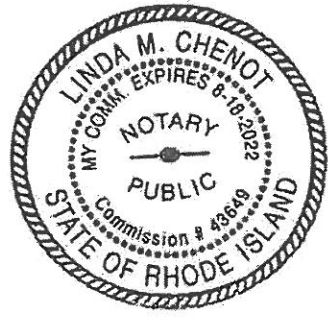
JOHNSTON, RI that ~~he~~/she is the

ASSISTANT SECRETARY of New Jersey CVS Pharmacy, L.L.C.

that corporation described in and which executed the above instrument; that ~~he~~/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and ~~he~~/she signed ~~his~~/her name thereto by like order.

(SEAL)

Linda M Chenot



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State of New Jersey }
County of Morris } ss:

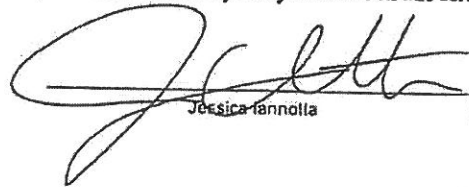
On February 5, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

April D. Perez

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires April 15, 2021




Jessica Iannotta

Notary Public

JESSICA IANNOTTA
Commission # 50036644
Notary Public, State of New Jersey
My Commission Expires
April 15, 2021

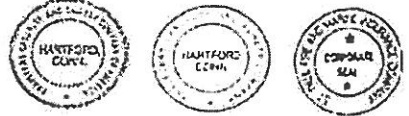
COPY

 TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint April D. Perez of Morristown New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this 5th day of February, 2020



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

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TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
 HARTFORD, CONNECTICUT 06183
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2018
 CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 36,728,596	UNEARNED PREMIUMS	\$ 979,007,378
BONDS	3,507,432,239	LOSSES	750,985,504
STOCKS	294,189,588	LOSS ADJUSTMENT EXPENSES	166,673,871
INVESTMENT INCOME DUE AND ACCRUED	38,287,129	COMMISSIONS	45,666,534
OTHER INVESTED ASSETS	3,507,839	TAXES, LICENSES AND FEES	14,584,663
PREMIUM BALANCES	250,478,792	OTHER EXPENSES	43,858,534
NET DEFERRED TAX ASSET	48,781,238	CURRENT FEDERAL AND FOREIGN INCOME TAXES	10,143,037
REINSURANCE RECOVERABLE	28,278,755	REMITTANCES AND ITEMS NOT ALLOCATED	21,277,153
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	14,277,262	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	30,289,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	27,613,268	RETROACTIVE REINSURANCE RESERVE ASSUMED	810,380
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	628,488	POLICYHOLDER DIVIDENDS	10,410,755
OTHER ASSETS	4,936,229	PROVISION FOR REINSURANCE	7,641,356
		ADVANCE PREMIUM	1,606,777
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	856,002
		PAYABLE FOR SECURITIES LENDING	14,277,282
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,469,978
		OTHER ACCRUED EXPENSES AND LIABILITIES	335,488
		TOTAL LIABILITIES	<u>\$ 2,445,120,254</u>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,870,943,418
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$ 2,111,227,178</u>
TOTAL ASSETS	<u>\$ 4,256,347,432</u>	TOTAL LIABILITIES & SURPLUS	<u>\$ 4,256,347,432</u>

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2018.

 VICE PRESIDENT, FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 28TH DAY OF MARCH, 2019

 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022

