

REGULAR COUNCIL MEETING
SEPTEMBER 9, 2019

Council Chamber, Municipal Building
Irvington, N.J. – Monday Evening
September 9, 2019 - 7:30 P.M.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Present: Jamillah Z. Beasley, Vernal Cox, Renee C. Burgess, Charnette Frederic, October Hudley, Paul Inman

Absent: None

Acting President Burgess read the Statement of Proper Notice pursuant to the Sunshine Law.

4. Hearing of Citizens on Agenda Items Only (limited to three minutes per person and thirty minutes total)

There were no requests to be heard.

5. Hearing of Council Members

There were no requests to be heard.

6. Reports & Recommendations of Township Officers, Boards & Commissions

A. Reports

1. Minutes – Directors’ Meeting – August 12, 2019
2. Municipal Court - Electronic Collections Report – July, 2019

7. Reports of Committees

- A. Request for Qualifications Results - Architectural Services for Irvington Public Library
- August 9, 2019

8. Ordinances, Bills & Claims

None

9. Resolutions & Motions

A. Resolutions

Burgess – Beasley 1. Appointment – Interim North Ward Council Member – Orlander Glen Vick

WHEREAS, a vacancy exists in the membership of the Municipal Council for the North Ward Council Member by virtue of the fact that former North Ward Council Member and Council President David Lyons passed away on August 11, 2019; and

WHEREAS, N.J.S.A. 40A:16-4(b) provides that in the case of a vacancy in the membership of the governing body of a municipality holding regular municipal elections, the vacancy may be filled temporarily by appointment of the governing body until the next general or regular municipal election, whichever comes first:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that Orlander Glen Vick, 18 Sanford Terrace, is hereby appointed as North Ward Council Member for a term to commence on September 9, 2019 and to expire upon the election of a qualified successor to said office at the November 5, 2019 General Election, pursuant to N.J.S.A. 40A:16-4(b).

Adopted

At this point Council Member Vick subscribed to her oath of office and participated in the remainder of the meeting as a sitting Council Member.

Frederic – Hudley 2. Authorize Camptown Business Improvement District's 2019 Budget be Read By Title Only

WHEREAS, N.J.S.A. 40:56-84(f) provides that a Special Improvement District budget as advertised shall be read in full at the public hearing, or that it may be read by its title only if:

1. At least one week prior to the date of the hearing a complete copy of the approved Special Improvement District budget, as advertised,

(b) shall be posted in a public place where public notices are customarily posted in the principal public building; and

(b) copies are made available to each person requesting same during said week and during the public hearing:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it is hereby declares that the conditions of N.J.S.A. 40:56-84(f), 1 (a) and 1 (b), have been met and therefore the Camptown Business Improvement District Budget shall be read by title only.

Adopted

Burgess – Cox 3. Resolution of Sorrow – Former Council President and North Ward Council Member David Lyons

**RESOLUTION OF SORROW
DAVID LYONS
NORTH WARD COUNCIL MEMBER
COUNCIL PRESIDENT**

WHEREAS, on August 11, 2019, The Lord took from amongst our ranks Irvington Municipal Council President David Lyons; and

WHEREAS, David Lyons was born in Thomaston, Georgia on April 26, 1950, a small community of about 10,000 in West Central Georgia. He attended elementary school at Drake Elementary school where he was an honor student. David attended Albany State College in Albany, Georgia; and

WHEREAS, in 1984 David moved to Irvington where he soon became a voice for the tenants of the building he lived in. Seeking to better the conditions of the tenants of the building, David met Lil Maurice, who was the founder of the Irvington Tenants Association. Seeing the passion that David showed in speaking up for others, Ms. Maurice and others chose David as the president of the Irvington Tenants Association. Not satisfied with the lack of progress made in his dealings with landlords, David soon began attending council meetings in hopes of getting the town to force landlords to be held accountable for their lack sensitivity toward tenants; and

WHEREAS, David Lyons became a regular at council meetings and soon began to speak on all issues that he felt the Council Members should have been more proactive in on a daily basis. In 1994, David was arrested at a council meeting and charged with being disorderly, simply because he turned to the audience to make a point. At a subsequent trial held in Maplewood, New Jersey, David was found “NOT GUILTY” of the charges. Two (2) years later in 1996, David was elected to the Irvington Municipal Council after running at the urging of people who liked the passion that he showed at council meetings. Since that time, David has been reelected 5 times by his constituents; and

WHEREAS, David Lyons served admirably as the Chairman of Irvington’s Alcoholic Beverage Control Board for four years, from 1996 to 2000; and

WHEREAS, on July 1, 2016, David was elected President of the Township Council by his colleagues. He was Chairman of the Legal Committee, Finance Committee and Public Safety Committee and he also served as a member of the ABC Board, as well as a member of the Taxi/Livery, Rent Leveling, Licensing/Permit Constable Committee and Cable TV & Technology Committees; and

WHEREAS, David Lyons was inducted in New Jersey League Of Municipalities Elected Officials Hall of Fame on Wednesday, February 8, 2017 in recognition of his over twenty years of elected service in the Township of Irvington, at that point culminating his political career; and

WHEREAS, in addition to serving on Irvington’s Township Council, David was also employed with the Veteran’s Administration. Himself a veteran, David gave the Veterans that he served the same passion he gave his township. Displaying the same passion that he always brings to positions he served; and

WHEREAS, David has served his community for over twenty-three (23) years and he continued to give his all, until his untimely death. He was happiest knowing that he now had a Mayor and Council that

worked together as they move to make Irvington the place that he thought it always could be. A Mayor and Council working to keep Irvington strong:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington hereby mourns the loss of Municipal Council North Ward Council Member and Council President David Lyons; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this governing body as a lasting tribute to former Municipal Council North Ward Council Member and Council President David Lyons.

Adopted

Burgess – Inman 4. Authorize Non-Fair and Open Contract for Rendering Consultant for the Department of Economic Development and Grants Oversight – WSM Associates, LLC – September 9, 2019 to September 8, 2020 - \$9,653.37

A RESOLUTION AUTHORIZING A NON-FAIR AND OPEN CONTRACT FOR A DESIGN AND RENDERING CONSULTANT FOR THE DEPARTMENT ECONOMIC DEVELOPMENT

WHEREAS, the Township of Irvington, in the County of Essex and State of New Jersey, is in need of a consultant for to design, render and prepare site plans; and

WHEREAS, the Township would like to retain the service of WSM Associates LLC of 34A Clinton street, Newark, NJ 07102; and

WHEREAS, WSM Associates LLC has provide the Township with a proposal to provide this service for one year for the total sum of \$9,653.37; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.4 the vendor has completed the required pay to plays forms; and

WHEREAS, the C-271 Political Contribution Disclosure forms were on file in the Office of the Municipal Clerk and Purchasing Agent on August 05, 2019 ; and

WHEREAS, the Township would like to award a Non Fair and Open contract to WSM Associates LLC of 34A Clinton street, Newark, NJ 07102; and

WHEREAS, the term of this contract will be for one year starting on September 09, 2019 until September 8, 2020; and

WHEREAS, WSM Associates LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the organization has not made any reportable contributions to a political or candidate committee in the Township of Irvington in the previous one year, and that the contract will prohibit, WSM Associates LLC from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Irvington authorizes the award of a non-fair and open contract to WSM Associates LLC of 34A Clinton street, Newark, NJ 07102; and,

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-00263 in the amount of \$9,653.37 from account number T-21-41-850-14B-801 has been obtained from the Chief Financial Officer.

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract, and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED notice of this action shall be published in newspapers as required by law by the Municipal Clerk.

Adopted

Cox – Inman 5. Authorize Non-Fair and Open Contract for Business Improvement District Consultant for the Department of Economic Development and Grants Oversight – Seth Grossman – September 9, 2019 to September 8, 2019 - \$15,000.00

A RESOLUTION AUTHORIZING A NON-FAIR AND OPEN CONTRACT FOR BUSINESS IMPROVEMENT DISTRICT CONSULTANT

WHEREAS, the Township of Irvington, in the County of Essex and State of New Jersey, is in need of a Business Improvement District Consultant; and

WHEREAS, the Township would like to retain the service of Seth A. Grossman/Cooperative Professional Service of 700 West End Ave, #15B, NYC, NY 10025; and

WHEREAS, Seth A. Grossman/Cooperative Professional Service has provide the Township with a proposal to provide this service for one year for the amount of \$15,000.00; and

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.4 the vendor has completed the required pay to plays forms; and

WHEREAS, the C-271 Political Contribution Disclosure forms were on file in the Office of the Municipal Clerk and Purchasing Agent on August 05, 2019 ; and

WHEREAS, the Township would like to award a Non Fair and Open contract to Seth A. Grossman/Cooperative Professional Service of 700 West End Ave, #15B, NYC, NY 10025; and

WHEREAS, the term of this contract will start on September 09, 2019 until September 8, 2020; and

WHEREAS, Seth A. Grossman/Cooperative Professional Service has completed and submitted a Business Entity Disclosure Certification which certifies that the organization has not made any reportable contributions to a political or candidate committee in the Township of Irvington in the

previous one year, and that the contract will prohibit Seth A. Grossman/Cooperative Professional Service from making any reportable contributions through the term of the contract, and

NOW THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Irvington authorizes the award of a non-fair and open contract to Seth A. Grossman/Cooperative Professional Service of 700 West End Ave, #15B, NYC, NY 10025; and,

BE IT FURTHER RESOLVED that the required certification of availability of funds C9-00262 in the amount of \$15,000.00 from account number T-21-41-850-14C-812 has been obtained from the Chief Financial Officer.

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract, and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, notice of this action shall be published in newspapers as required by law by the Municipal Clerk.

Adopted

Hudley – Frederic 6. Authorize Fair and Open Professional Services Contract for Substitute Prosecutor Services – Eric M. Bernstein & Associates, LLC – September 14, 2019 Through September 13, 2020 - \$300.00 Per Court Session

RESOLUTION AUTHORIZING THE TOWNSHIP ATTORNEY TO USE SUBSTITUTE PROSECUTORS ON AN ON-CALL BASIS THROUGH FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT

WHEREAS, the Township of Irvington has a need for substitute prosecutors to be available on an on-call basis in the event of conflict cases or due to a shortage of available staff and;

WHEREAS, the Request for Qualifications for substitute prosecutors services was publicly advertised in the New Jersey Star Ledger on July 10, 2019 with a deadline for qualifications to be submitted on July 31, 2019; and

WHEREAS, one qualification was received and publicly opened; and

WHEREAS, said qualification was referred to the Township Attorney; and

WHEREAS, the Township Attorney has recommended award should be made to the following firm:

Eric M. Bernstein & Associates, LCL
Eric M. Bernstein
34 Mountain Blvd., Building A
Warren, NJ 07059

WHEREAS, the Township Attorney will contact the above firm when service is needed.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THE FOLLOWING:

1. The Township Attorney will contact the above firm on an on-call basis/as needed for substitute prosecuting services.
2. The Township Attorney will prepare the appropriate contract for this service.
3. The above vendor is hereby appointed for one year from September 14, 2019 through September 13, 2020.
4. The vendors will be paid an amount not to exceed \$300.00 per session.

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted

Cox – Hudley 7. Qualify Certified and Licensed Contractor to Rehabilitate Residential Properties – Maharaj General Contracting, LLC September 10, 2019 Through March 9, 2020

RESOLUTION QUALIFYING CERTIFIED AND LICENSED CONTRACTORS TO REHABILITATE RESIDENTIAL PROPERTIES

WHEREAS, the Request for Qualifications for certified and licensed contractors to rehabilitate residential properties was publicly advertised in the New Jersey Star Ledger on June 18, 2019 with a deadline for qualifications to be submitted on July 10, 2019; and

WHEREAS, one qualifications was received and publicly opened by the Township Clerk and the Purchasing Agent; and

WHEREAS, said qualification was referred to the Director of Economic Development; and

WHEREAS, the Economic Development Director has recommended that a list be created for this service for six month with the following firm(s):

Maharaj General Contracting LLC
Patricia Maharaj
11 Quail Run
Warren, NJ 07059

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the above vendor is qualified for the services of certified and licensed contractor service and the Economic Development Director will prepare separate resolutions with quotes for all projects assigned to the above vendor.

BE IT FURTHER RESOLVED, that this qualification is for one six months starting on September 10, 2019 until March 11, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted

Cox – Hudley 8. Authorize Contract with Allan C. Roth, Esq. To Defend the Township of Irvington in the Matter of Katina Walker v. Irvington – Not to Exceed \$5,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR
LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 2019; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Law Offices of Allan C. Roth has the most experience to defend the Township of Irvington in the matter Katina Walker v. Irvington, et als, Docket No. ESX-L-5148-19 and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Law Offices of Allan C. Roth, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Law Offices of Allan C. Roth, 150 Morris Avenue, Suite 303, Springfield, NJ, 07081 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Burgess – Cox 9. Authorize Contract with Murphy Orlando LLC To Defend the Township of Irvington in the Matter of Americare Emergency Medical Service, Inc., v. City of Orange, et . als - Not to Exceed \$5,000.00

**RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR
LITIGATION/DEFENSE COUNSEL SERVICES**

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 2019; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Murphy Orlando LLC has the most experience to defend the Township of Irvington in the matter Americare Emergency Medical Service Inc. v. City of Orange, et als, Docket No: ESX- L-2397-19; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Murphy Orlando LLC, 30 Montgomery Street, 11th Floor, Jersey City, NJ, 07302; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Murphy Orlando LLC, 30 Montgomery Street, 11th Floor, Jersey City, NJ, 07302 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Hudley – Inman 10. Authorize Contract with Brenda Coppola Cuba, Esq. To Defend the Township of Irvington in the Matter of Marsonia Ward v. JMC Auto Sales, LLC, et. als – Not to Exceed \$5,000.00

RESOLUTION RATIFYING PROFESSIONAL SERVICES CONTRACT FOR LITIGATION/DEFENSE COUNSEL SERVICES

WHEREAS, resolution number TA 18-1010-33 qualified thirteen firms to provide litigation/defense counsel services for the Township of Irvington from November 01, 2018 until October 31, 2019; and

WHEREAS, the resolution requires that all cases assigned to counsel for this purpose must be approved by the Municipal Council; and

WHEREAS, the Township Attorney has determined that Law Offices of Brenda Coppola Cuba has the most experience to defend the Township of Irvington in the matter Marsonia Ward v. JMC Auto Sales, LLC, et. als, Docket No: ESX-L-562-19; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Law Offices of Brenda Coppola Cuba, 1164 Springfield Avenue, Mountainside, NJ, 07092; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Litigation/Defense counsel services be awarded to Law Offices of Brenda Coppola Cuba, 1164 Springfield Avenue, Mountainside, NJ, 07092 for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contracts for this case and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT FURTHER RESOLVED, that funds for this service will paid from the Insurance fund for a contract amount not to exceed \$5,000.00. The billing rate for this contract is \$150.00 per hour.

Adopted

Inman – Hudley 11. Authorize the Transfer of Title to Redeveloper Lyons Pride Properties Pursuant to Purchase and Sale and Redevelopment Agreement to be Subsequently Approved by Council on 83 Madison Avenue, Block 86 and Lot 36, 43 Tichenor Terrace, Block 125 and Lot 11, and 149 Western Parkway, Block 101 and Lot 9

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX AUTHORIZING THE DESIGNATION OF LYONS PRIDE PROPERTIES, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED WITHIN THE TOWNSHIP OF IRVINGTON AND

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), the Mayor and Municipal Council of the Township of Irvington (the "**Township Council**"), by resolution dated June 23, 2015, designated as an "area in need of rehabilitation" the entire area of the Township of Irvington, in the County of Essex (collectively, the "**Property**") and including without limitation, real property within the Township known as 83 Madison Avenue, Block 86 and Lot 36, 43 Tichenor Place, Block 125 and Lot 11, 149 Western Parkway, Block 101 and Lot 9 (the "Property") as an area in need of rehabilitation pursuant to the LRHL (the "Rehabilitation Area"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4(a)(3) and N.J.S.A. 40A:12A-7 the Township Council is empowered to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within an "area in need of redevelopment," and

WHEREAS, pursuant to that authority the Township Council caused a redevelopment plan for the Property to be prepared, entitled the *Redevelopment Plan Township-Wide Area in need of Rehabilitation* (the "**Redevelopment Plan**"); and

WHEREAS, the Township Council duly adopted a redevelopment plan governing the Rehabilitation Area, including, but not limited to, the Property above; and;

WHEREAS, the Township Council has determined to exercise the powers of redevelopment and serve as the "Redevelopment Entity" responsible for carrying out the redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan and pursuant to N.J.S.A. 40A: 12A-4(c); and

WHEREAS, LYONS PRIDE PROPERTIES, LLC (the “Redeveloper”) submitted to the Township a Redeveloper’s Application outlining the concept for the rehabilitation of the Property into mixed use commercial and residential units (the “Project”) for review and consideration as to that portion of the Rehabilitation Area identified as the Property; and

WHEREAS, the Redeveloper submitted information in its Redeveloper’s Application outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

WHEREAS, the Township evaluated the Redeveloper’s proposal according to criteria which included project concept descriptions and made the determination that the redevelopment of the Property thereof is in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation of the Township in accordance with the legislative intent, goals and objectives of LRHL; and;

WHEREAS, the Township owns municipal tax lien(s) attached to the Property and intends to initiate In Rem Foreclosure proceedings to acquire title to the Property and will subsequently transfer title to the Redeveloper pursuant to a Purchase and Sales and Redevelopment Agreement to be subsequently approved by Council.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington, County of Essex, New Jersey as follows:

- 1 Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2 Acquisition of title by the Township and the Designation of the Developer. Lyons Pride Properties, LLC is hereby designated as redeveloper, pursuant to N.J.S.A. 40A:12A-1 et seq., of the Project, subject to transfer of title of the Property to the Redeveloper.
- 3 Execution of the Escrow Agreement to cover the Township’s cost of Foreclosing on the Property. Exhibit A attached.
- 4 Effective Date. This resolution shall take effect immediately.

EXHIBIT A

Escrow Agreement

Adopted

Inman – Hudley 12. Authorize the Transfer of Title to Redeveloper D&S Housing, LLC Pursuant to Purchase and Sale and Redevelopment Agreement to be Subsequently Approved by Council on 21 Montrose Terrace, Block 126 and Lot 17

**RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX
AUTHORIZING THE DESIGNATION OF D&S HOUSING, LLC AS REDEVELOPER OF
CERTAIN PROPERTY LOCATED WITHIN THE TOWNSHIP OF IRVINGTON AND**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), the Mayor and Municipal Council of the Township of Irvington (the "**Township Council**"), by resolution dated June 23, 2015, designated as an "area in need of rehabilitation" the entire area of the Township of Irvington, in the County of Essex (collectively, the "**Property**") and including without limitation, real property within the Township known as 21 Montrose, Block 162 and Lot 17 (the "**Property**") as an area in need of rehabilitation pursuant to the LRHL (the "**Rehabilitation Area**"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4(a)(3) and N.J.S.A. 40A:12A-7 the Township Council is empowered to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within an "area in need of redevelopment," and

WHEREAS, pursuant to that authority the Township Council caused a redevelopment plan for the Property to be prepared, entitled the *Redevelopment Plan Township-Wide Area in need of Rehabilitation* (the "**Redevelopment Plan**"); and

WHEREAS, the Township Council duly adopted a redevelopment plan governing the Rehabilitation Area, including, but not limited to, the Property above; and;

WHEREAS, the Township Council has determined to exercise the powers of redevelopment and serve as the "Redevelopment Entity" responsible for carrying out the redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan and pursuant to N.J.S.A. 40A: 12A-4(c); and

WHEREAS, D&S HOUSING, LLC (the "Redeveloper") submitted to the Township a Redeveloper's Application outlining the concept for the rehabilitation of the Property into mixed use commercial and residential units (the "Project") for review and consideration as to that portion of the Rehabilitation Area identified as the Property; and

WHEREAS, the Redeveloper submitted information in its Redeveloper's Application outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

WHEREAS, the Township evaluated the Redeveloper's proposal according to criteria which included project concept descriptions and made the determination that the redevelopment of the Property thereof is in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation of the Township in accordance with the legislative intent, goals and objectives of LRHL; and;

WHEREAS, the Township owns municipal tax lien(s) attached to the Property and intends to initiate In Rem Foreclosure proceedings to acquire title to the Property and will subsequently transfer

title to the Redeveloper pursuant to a Purchase and Sales and Redevelopment Agreement to be subsequently approved by Council.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington, County of Essex, New Jersey as follows:

1 Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.

2 Acquisition of title by the Township and the Designation of the Developer. D&S HOUSING, LLC is hereby designated as redeveloper, pursuant to N.J.S.A. 40A:12A-1 et seq., of the Project, subject to transfer of title of the Property to the Redeveloper.

3 Execution of the Escrow Agreement to cover the Township's cost of Foreclosing on the Property. Exhibit A attached.

4 Effective Date. This resolution shall take effect immediately.

EXHIBIT A

Escrow Agreement

Adopted

Inman – Hudley 13. Authorize the Transfer of Title to Redeveloper Legendary Property Solutions, LLC Pursuant to Purchase and Sale and Redevelopment Agreement to be Subsequently Approved by Council on 98 22nd Street, Block 147 and Lot 14

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX AUTHORIZING THE DESIGNATION OF LEGENDARY PROPERTY SOLUTIONS, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED WITHIN THE TOWNSHIP OF IRVINGTON AND

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), the Mayor and Municipal Council of the Township of Irvington (the "**Township Council**"), by resolution dated June 23, 2015, designated as an "area in need of rehabilitation" the entire area of the Township of Irvington, in the County of Essex (collectively, the "**Property**") and including without limitation, real property within the Township known as 98 22nd Street, Block 147 and Lot 14 (the "Property") as an area in need of rehabilitation pursuant to the LRHL (the "Rehabilitation Area"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4(a)(3) and N.J.S.A. 40A:12A-7 the Township Council is empowered to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within an "area in need of redevelopment," and

WHEREAS, pursuant to that authority the Township Council caused a redevelopment plan for the Property to be prepared, entitled the *Redevelopment Plan Township-Wide Area in need of Rehabilitation* (the “**Redevelopment Plan**”); and

WHEREAS, the Township Council duly adopted a redevelopment plan governing the Rehabilitation Area, including, but not limited to, the Property above; and;

WHEREAS, the Township Council has determined to exercise the powers of redevelopment and serve as the “Redevelopment Entity” responsible for carrying out the redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan and pursuant to N.J.S.A. 40A: 12A-4(c); and

WHEREAS, LEGENDARY PROPERTY SOLUTIONS, LLC (the “Redeveloper”) submitted to the Township a Redeveloper’s Application outlining the concept for the rehabilitation of the Property into mixed use commercial and residential units (the “Project”) for review and consideration as to that portion of the Rehabilitation Area identified as the Property; and

WHEREAS, the Redeveloper submitted information in its Redeveloper’s Application outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

WHEREAS, the Township evaluated the Redeveloper’s proposal according to criteria which included project concept descriptions and made the determination that the redevelopment of the Property thereof is in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation of the Township in accordance with the legislative intent, goals and objectives of LRHL; and;

WHEREAS, the Township owns municipal tax lien(s) attached to the Property and intends to initiate In Rem Foreclosure proceedings to acquire title to the Property and will subsequently transfer title to the Redeveloper pursuant to a Purchase and Sales and Redevelopment Agreement to be subsequently approved by Council.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington, County of Essex, New Jersey as follows:

- 1 Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2 Acquisition of title by the Township and the Designation of the Developer. Legendary Property Solutions, LLC is hereby designated as redeveloper, pursuant to N.J.S.A. 40A:12A-1 et seq., of the Project, subject to transfer of title of the Property to the Redeveloper.
- 3 Execution of the Escrow Agreement to cover the Township’s cost of Foreclosing on the Property. Exhibit A attached.

4 Effective Date. This resolution shall take effect immediately.

EXHIBIT A

Escrow Agreement

Adopted

Inman – Hudley 14. Authorize the Transfer of Title to Redeveloper Lionheart Development Group, LLC Pursuant to Purchase and Sale and Redevelopment Agreement to be Subsequently Approved by Council on 417 21st Street, Block 162 and Lot 24, 421 21st Street, Block 162 and Lot 25, 423 21st Street, Block 162 and Lot 26

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX AUTHORIZING THE DESIGNATION OF LIONHEART DEVELOPMENT GROUP, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED WITHIN THE TOWNSHIP OF IRVINGTON AND

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), the Mayor and Municipal Council of the Township of Irvington (the "**Township Council**"), by resolution dated June 23, 2015, designated as an "area in need of rehabilitation" the entire area of the Township of Irvington, in the County of Essex (collectively, the "**Property**") and including without limitation, real property within the Township known as 417 21st Street, Block 162 and Lot 24, 421 21st Street, Block 162 and Lot 25, 423 21st Street, Block 162 and Lot 26, (the "Property") as an area in need of rehabilitation pursuant to the LRHL (the "Rehabilitation Area"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4(a)(3) and N.J.S.A. 40A:12A-7 the Township Council is empowered to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within an "area in need of redevelopment," and

WHEREAS, pursuant to that authority the Township Council caused a redevelopment plan for the Property to be prepared, entitled the *Redevelopment Plan Township-Wide Area in need of Rehabilitation* (the "**Redevelopment Plan**"); and

WHEREAS, the Township Council duly adopted a redevelopment plan governing the Rehabilitation Area, including, but not limited to, the Property above; and;

WHEREAS, the Township Council has determined to exercise the powers of redevelopment and serve as the "Redevelopment Entity" responsible for carrying out the redevelopment projects in the Rehabilitation Area in accordance with the Redevelopment Plan and pursuant to N.J.S.A. 40A: 12A-4(c); and

WHEREAS, LIONHEART DEVELOPMENT GROUP, LLC (the "Redeveloper") submitted to the Township a Redeveloper's Application outlining the concept for the rehabilitation of the Property into mixed use commercial and residential units (the "Project") for review and consideration as to that portion of the Rehabilitation Area identified as the Property; and

WHEREAS, the Redeveloper submitted information in its Redeveloper’s Application outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Project; and

WHEREAS, the Township evaluated the Redeveloper’s proposal according to criteria which included project concept descriptions and made the determination that the redevelopment of the Property thereof is in accordance with applicable provisions of the Redevelopment Plan will contribute to the rehabilitation of the Township in accordance with the legislative intent, goals and objectives of LRHL; and;

WHEREAS, the Township owns municipal tax lien(s) attached to the Property and intends to initiate In Rem Foreclosure proceedings to acquire title to the Property and will subsequently transfer title to the Redeveloper pursuant to a Purchase and Sales and Redevelopment Agreement to be subsequently approved by Council.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Irvington, County of Essex, New Jersey as follows:

- 1 Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.
- 2 Acquisition of title by the Township and the Designation of the Developer. Lionheart Development Group, LLC is hereby designated as redeveloper, pursuant to N.J.S.A. 40A:12A-1 et seq., of the Project, subject to transfer of title of the Property to the Redeveloper.
- 3 Execution of the Escrow Agreement to cover the Township’s cost of Foreclosing on the Property. Exhibit A attached.
- 4 Effective Date. This resolution shall take effect immediately.

EXHIBIT A

Escrow Agreement

Adopted

Inman – Hudley 15. Authorize Application for Childhood Lead Exposure Prevention Program (CLEP) Grant Funds - \$551,000.00

WHEREAS, in February 2017, P.L. 2017, c7 required the New Jersey Department of Health (NJDOH) regulations regarding elevated blood lead levels in children, and appropriate responses, to be consistent with the Centers for Disease Control and Prevention (CDC) recommendations;

WHEREAS, the New Jersey Department of Health, Office of Local Public Health, Childhood Lead Program has made available to the Township of Irvington Department of Health assistance to implement

screening, case management, environmental interventions, and documentation of services for children with elevated blood lead levels, in accordance with N.J.A.C. 8:51;

WHEREAS, said assistance is from July 1, 2019 through June 30, 2020, and is designated for the Irvington Department of Health's Childhood Lead Exposure Prevention (CLEP) program targeting children younger than 17 years of age with blood lead levels greater than or equal to 5 µg/dL.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Mayor be and is hereby authorized to accept the funding from the New Jersey Department of Health, Office of Local Public Health, Childhood Lead Program in the amount of \$551,000 from July 1, 2019 through June 30, 2020.

Adopted

Cox – Beasley 16. Resolution Determining that the Proposed Housing Project by Hilltop Partners Senior Urban Renewal, LLC Meets an Existing Housing Need Within the Township of Irvington

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON DETERMINING THAT THE PROPOSED HOUSING PROJECT BY HILLTOP PARTNERS SENIOR URBAN RENEWAL, LLC MEETS AN EXISTING HOUSING NEED WITHIN THE TOWNSHIP OF IRVINGTON

WHEREAS, HILLTOP PARTNERS SENIOR URBAN RENEWAL, LLC (hereinafter referred to as the "Sponsor") proposes to construct a 94 unit affordable and market rate senior rental housing project (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Township of Irvington hereinafter referred to as the "Municipality") on a site described as Block 324, Lots 1.02, 1.05 and 1.07 as shown on the Official Assessment Map of the Township of Irvington, Essex County, New Jersey and expected to be commonly known as 280 Park Place (Building 2), Irvington, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Irvington (the "Council") that:

- (1) The Council finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions

of the HMFA Law to enable the Agency to process the Sponsor’s application for Agency funding to finance the Project.

Adopted

Cox – Beasley 17. Resolution Determining that the Proposed Housing Project by Chancellor and Union Urban Renewal, LLC Meets an Existing Housing Need Within the Township of Irvington

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON DETERMINING THAT THE PROPOSED HOUSING PROJECT BY CHANCELLOR AND UNION URBAN RENEWAL, LLC, LLC MEETS AN EXISTING HOUSING NEED WITHIN THE TOWNSHIP OF IRVINGTON

WHEREAS, Chancellor and Union Urban Renewal, LLC (hereinafter referred to as the “Sponsor”) proposes to construct a 56 unit affordable rental housing project (hereinafter referred to as the “Project”) pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the “HMFA Requirements”) within the Township of Irvington hereinafter referred to as the “Municipality”) on a site described as Block 299, Lot 20 as shown on the Official Assessment Map of the Township of Irvington, Essex County, New Jersey and commonly known as 722 Chancellor Avenue, Irvington, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Irvington (the “Council”) that:

- (3) The Council finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need;
- (4) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor’s application for Agency funding to finance the Project.

Adopted

Burgess – Hudley 18. Resolution of the Township of Irvington, County of Essex, Approving the Designation of Chancellor and Union Urban Renewal, LLC as Redeveloper of 722 Chancellor Avenue, Block 299, Lot 20 in the Township of Irvington, and Authorizing the Execution of a Redevelopment Agreement in Connection Therewith

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, APPROVING THE DESIGNATION OF CHANCELLOR AND UNION URBAN RENEWAL, LLC AS REDEVELOPER OF BLOCK 299, LOT 20 IN THE TOWNSHIP OF IRVINGTON, COMMONLY KNOWN AS 722 CHANCELLOR AVENUE AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the “**UEZ Act**”); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in the UEZ Rehabilitation Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, Chancellor and Union Urban Renewal, LLC (the “**Redeveloper**”) is the contract purchaser of certain property within the UEZ Rehabilitation Area, which property is identified on the official tax map of the Township as Block 299, Lot 20 and identified in the Township tax records as 722 Chancellor Avenue (the “**Property**”); and

WHEREAS, the Redeveloper proposes to acquire the Property and to undertake thereon, the design, development, financing, construction and maintenance of a new affordable housing complex consisting of approximately 56 apartment units (comprised of approximately sixteen (16) one-bedroom units, twenty-four (24) two-bedroom units and sixteen (16) three bedroom units), approximately five of which apartment units shall be set-aside for special needs individuals, an approximately 1,600 square foot community space, related residential amenities and associated parking on the Property (collectively, the “**Project**”); and

WHEREAS, the apartment units shall be maintained and deed-restricted as affordable units, reserved for residents with a household income at or below 60% of the area median income for Essex County, for a period of thirty (30) years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.*, (the “**Affordable Housing Units**”) and which

shall be subject to affordability controls as set forth in the Redevelopment Agreement. Approximately six (6) of the Affordable Housing Units will be set aside for residents with a household income at or below 30% AMI and approximately five (5) of the Affordable Housing Units shall be set-aside for special needs individuals; and

WHEREAS, in order to effectuate the Redevelopment Plan and the Project, the Township has determined to enter into a redevelopment agreement with the Redeveloper (the “**Redevelopment Agreement**”), which establishes Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project,

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Irvington, County of Essex, New Jersey, as follows:

Section 1. Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Execution of Redevelopment Agreement Authorized; Redeveloper Designated.

(a) The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A, subject to modification or revision deemed necessary or desirable in consultation with counsel, and to take all other necessary or appropriate action to effectuate such Redevelopment Agreement.

(b) The Municipal Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms of Section II(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(c) Upon the execution and attestation of the Redevelopment Agreement, the Mayor, upon consultation with counsel to the Township, is hereby further authorized to take any and all actions, and execute and deliver such other documents, certificates and instruments necessary, desirable or convenient to effectuate the terms of the Redevelopment Agreement.

(d) Upon execution of the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, Redeveloper is hereby designated as “redeveloper” for the Project in accordance with the Redevelopment Law.

Section 3. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. Availability of the Resolution. A copy of this resolution shall be available for public inspection at the office of the Municipal Clerk.

Section 5. Effective Date. This resolution shall take effect immediately.

EXHIBIT A

Form of Redevelopment Agreement

Adopted

10. Communication and Petitions

A. Communications

None

11. Pending Business

None

12. Miscellaneous

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

Hudley – Burgess 1. Provide Application Requirements for Certificate of Compliance Exemption

AN ORDINANCE PROVIDING FOR CERTIFICATE OF COMPLIANCE EXEMPTION APPLICATIONS

Adopted

Hudley – Burgess 2. Provide for Establishment of General Business License and Fees and Penalties for Same

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTIONS 290-4 AND 290-7 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED “FEES AND LICENSES” TO PROVIDE FOR A GENERAL BUSINESS LICENSE, THE FEE THEREFORE AND PROVIDING FOR PENALTIES FOR VIOLATIONS REGARDING FAILURE TO OBTAIN AND DISPLAY A GENERAL BUSINESS LICENSE.

Adopted

Burgess – Hudley 3. Amend Section 5-26 of Revised Code – Manner of Addressing the Municipal Council

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 7-28 OF THE REVISED CODE OF THE TOWNSHIP OF IRVINGTON ENTITLED “MANNER OF ADDRESSING THE COUNCIL”.

Adopted

Hudley – Burgess 4. Authorize Quite Claim Deed for 54 Grove Terrace, Block 116, Lot 45 From Willie Wiggins

N ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 54 GROVE TERRACE, IRVINGTON, NEW JERSEY, 07111, Block 116 and Lot 45 IN THE TOWNSHIP OF IRVINGTON FROM WILLIE RIGGINS

Adopted
Abstain: Inman

B. Ordinances on 2nd Reading

1. Acting President Burgess: An ordinance authorizing the leasing of certain capital equipment by the Township of Irvington from the Essex County Improvement for \$4,274,117.00 will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the Ordinance by title.

ORDINANCE AUTHORIZING THE LEASING OF CERTAIN CAPITAL EQUIPMENT BY THE TOWNSHIP OF IRVINGTON, NEW JERSEY FROM THE ESSEX COUNTY IMPROVEMENT AUTHORITY AND THE EXECUTION OF A LEASE AND AGREEMENT RELATING THERETO

BE IT ORDAINED by the Township Council of the Township of Irvington, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

Section 1. Pursuant to Section 78 of the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., the Township of Irvington (the “Municipality”) is hereby authorized to unconditionally and irrevocably lease certain items of capital equipment from The Essex County Improvement Authority (the “Authority”) pursuant to a Lease and Agreement, substantially in the form submitted to this meeting (the “Lease”), a copy of which is on file in the office of the Clerk to the Municipality. The Mayor is hereby authorized to execute the Lease on behalf of the Municipality in substantially such form as submitted to this meeting and with such changes as may be approved by the Mayor, which approval shall be conclusively evidenced by the execution thereof, and the Clerk to the Municipality is hereby authorized to affix and attest the seal of the Municipality.

Section 2. The following additional matters are hereby determined, declared, recited and stated:

(a) In recognition of the fact that the lease payment of the Municipality under the Lease will be based, in part, on the amount of bonds issued by the Authority to finance the acquisition of the

leased equipment and the interest thereon, the maximum amount of bonds which the Authority shall issued to finance the acquisition of the equipment to be leased to the Municipality shall not exceed \$4,400,000 and the interest rate on said bonds shall not exceed five and fifty hundredths percent (5.50%) per annum;

(b) The items to be leased from the Authority shall be as set forth in Schedule A hereto; provided that the Mayor or any authorized municipal representative (as defined in the Lease) may substitute or add items of equipment in accordance with the provisions of the Lease; and

(c) The lease term applicable to a particular item of leased equipment shall not exceed the useful life of such item.

Section 3. This ordinance shall take effect twenty (20) days after the first publication thereof after final adoption as provided by law.

SCHEDULE A - EQUIPMENT LIST

Township of Irvington

Equipment	Useful Life (Years)	Lease Term (Years)	Estimated
11 Police Car MDCs, Modem, Mounts & Copiers	5	5	\$29,000
SUV for Various Departments	5	5	100,000
7 Marked 2020 Ford Explorers	5	5	55,000
8 Unmarked 2020 Ford Explorers	5	5	329,000
2 2020 Ford F 150 Pickup Trucks	5	5	280,000
Light Tower	5	5	70,000
3 Unmarked Chevy Tahoes	5	5	12,000
Public Safety Perimeter Security (Firewall)	5	5	159,000
Public Safety Server Upgrade	5	5	25,000
Fire Department Integration	5	5	88,000
Fire Department Desktop Upgrade	5	5	25,000
Police Department Desktop Upgrade	5	5	32,000
Public Safety Server Backup	5	5	185,000
Network Equipment & Wireless Access	5	5	5,000
2019 Ford Transit Van	5	5	156,000
Tandem Roll-Off Truck	5	5	23,999
2 Ford F 250 Trucks	5	5	175,000
Audio/Visual Equipment	5	5	86,618
WinWam Software	5	5	40,000
Passenger Van	5	5	10,000
SUV	5	5	30,000
Animal Control Truck	5	5	25,000
Media Projector	5	5	35,000
Laptop	5	5	1,000
	5	5	1,500

Security Camera (5 Parks)	5	5	100,000
Color Copier	5	5	35,000
2 Ford 18-Seat Passenger Vans	5	5	80,000
Ford Ecosport	5	5	72,000
2 Ford F 150 Pickup Trucks	5	5	58,000
50 Motorola Portable Radios	10	10	150,000
Traffic Message Board with Radar Unit	10	10	16,000
Mobile Surveillance Tower	10	10	100,000
Sweeper	15	10	237,000
Catch Basin Cleaner	15	10	203,000
Swimming Pool Dome	15	10	325,000
2 Custom Pumpers	10	10	920,000
Total			\$4,274,117

The public hearing on this ordinance is now open.

There were no requests to be heard.

Cox – Beasley Motion to close public hearing.

Adopted

Cox – Beasley Motion to adopt this ordinance on second reading after public hearing.

Adopted

No: Inman

2. Acting President Burgess: An ordinance authorizing a quit claim deed for 13 Chestnut Avenue, Block 233, Lot 6.02 from R.J. Rohman Properties, LLC will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the Ordinance by title.

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 13 CHESTNUT AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM R.J. ROHRMAN PROPERTIES, LLC

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that municipality may, by ordinance, acquire real property with a capital improvement by gift; and

WHEREAS, as a result of serious disrepair and the inability of R.J. ROHRMAN PROPERTIES, LLC to financially maintain the property located at 13 Chestnut Avenue, Irvington, New Jersey 07111, they would like to transfer ownership of said property to the Township of Irvington; and

WHEREAS, the Township of Irvington has dedicated itself to either rehabilitate or to facilitate the rehabilitation of said property under its Redevelopment Authority powers; and

WHEREAS, R.J. ROHRMAN PROPERTIES, LLC now has deeded this property to the Township: 13 CHESTNUT AVENUE, IRVINGTON, NEW JERSEY, 07111

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from R.J. ROHRMAN PROPERTIES, LLC to acquire title to 13 Chestnut Avenue, Irvington, New Jersey 07111, Block No. 233 and Lot No. 6.02 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Cox – Beasley Motion to close public hearing.

Adopted

Cox – Beasley Motion to adopt this ordinance on second reading after public hearing.

Adopted

3. Acting President Burgess: An ordinance authorizing a quit claim deed for 15 Chestnut Avenue, Block 233, Lot 6.03 from R.J. Rohman Properties, LLC will be heard at this time. For the record, this notice of hearing is identical to the second notice that was read. The Clerk will read the Ordinance by title.

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 15 CHESTNUT AVENUE,
IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM R.J. ROHRMAN
PROPERTIES, LLC

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that municipality may, by ordinance, acquire real property with a capital improvement by gift; and

WHEREAS, as a result of serious disrepair and the inability of R.J. ROHRMAN PROPERTIES, LLC to financially maintain the property located at 15 Chestnut Avenue, Irvington, New Jersey 07111, they would like to transfer ownership of said property to the Township of Irvington; and

WHEREAS, the Township of Irvington has dedicated itself to either rehabilitate or to facilitate the rehabilitation of said property under its Redevelopment Authority powers; and

WHEREAS, R.J. ROHRMAN PROPERTIES, LLC now has deeded this property to the Township: 15 CHESTNUT AVENUE, IRVINGTON, NEW JERSEY, 07111

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from R.J. ROHRMAN PROPERTIES, LLC to acquire title to 15

Chestnut Avenue, Irvington, New Jersey 07111, Block No. 233 and Lot No. 6.03 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Hudley - Burgess Motion to close public hearing.

Adopted

Hudley – Burgess Motion to adopt this ordinance on second reading after public hearing.

Adopted

4. Acting President Burgess: An ordinance authorizing a quit claim deed for 114 Ellis Avenue, Block 162, Lot 1 from 114 Ellis Avenue Irvington LLC will be heard at this time. For the record, this notice of hearing is identical to the second notice that was read. The Clerk will read the Ordinance by title.

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 114 ELLIS AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM 114 ELLIS AVENUE IRVINGTON, LLC

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that municipality may, by ordinance, acquire real property with a capital improvement by gift; and

WHEREAS, as a result of serious disrepair and the inability of 114 ELLIS AVENUE IRVINGTON, LLC to financially maintain the property located at 114 Ellis Avenue, Irvington, New Jersey 07111, they would like to transfer ownership of said property to the Township of Irvington; and

WHEREAS, the Township of Irvington has dedicated itself to either rehabilitate or to facilitate the rehabilitation of said property under its Redevelopment Authority powers; and

WHEREAS, 114 ELLIS AVENUE IRVINGTON, LLC now has deeded this property to the Township: 114 ELLIS AVENUE, IRVINGTON, NEW JERSEY, 07111

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from 114 ELLIS AVENUE IRVINGTON, LLC to acquire title to 114 Ellis Avenue, Irvington, New Jersey 07111, Block No. 162 and Lot No. 1 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Hudley - Burgess Motion to close public hearing.

Adopted

Hudley – Burgess Motion to adopt this ordinance on second reading after public hearing.

Adopted

5. Acting President Burgess: An ordinance authorizing a quit claim deed for 197 Maple Avenue, Block 219, Lot 38 from R.J. Rohman Properties, LLC will be heard at this time. For the record, this notice of hearing is identical to the second notice that was read. The Clerk will read the Ordinance by title.

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 197 MAPLE AVENUE, IRVINGTON, NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM R.J. ROHRMAN PROPERTIES, LLC

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that municipality may, by ordinance, acquire real property with a capital improvement by gift; and

WHEREAS, as a result of serious disrepair and the inability of R.J. ROHRMAN PROPERTIES, LLC to financially maintain the property located at 197 Maple Avenue, Irvington, New Jersey 07111, they would like to transfer ownership of said property to the Township of Irvington; and

WHEREAS, the Township of Irvington has dedicated itself to either rehabilitate or to facilitate the rehabilitation of said property under its Redevelopment Authority powers; and

WHEREAS, R.J. ROHRMAN PROPERTIES, LLC now has deeded this property to the Township: 197 MAPLE AVENUE, IRVINGTON, NEW JERSEY, 07111

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from R.J. ROHRMAN PROPERTIES, LLC to acquire title to 197 Maple Avenue, Irvington, New Jersey 07111, Block No. 219 and Lot No. 38 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Hudley – Beasley Motion to close public hearing.

Adopted

Hudley – Beasley Motion to adopt this ordinance on second reading after public hearing.

Adopted

6. Acting President Burgess: An ordinance authorizing a quit claim deed for 7 Drakes Lane, Block 40, Lot 2 from Jennifer Murgueytio will be heard at this time. For the record, this notice of hearing is identical to the second notice that was read. The Clerk will read the Ordinance by title.

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR 7 DRAKES LANE, IRVINGTON,
NEW JERSEY, 07111 IN THE TOWNSHIP OF IRVINGTON FROM JENNIFER MURGUEYTIO

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that municipality may, by ordinance, acquire real property with a capital improvement by gift; and

WHEREAS, as a result of serious disrepair and the inability of JENNIFER MURGUEYTIO to financially maintain the property located at 7 DRAKES LANE, Irvington, New Jersey 07111, they would like to transfer ownership of said property to the Township of Irvington; and

WHEREAS, the Township of Irvington has dedicated itself to either rehabilitate or to facilitate the rehabilitation of said property under its Redevelopment Authority powers; and

WHEREAS, JENNIFER MURGUEYTIO now has deeded this property to the Township: 7 DRAKES LANE, IRVINGTON, NEW JERSEY, 07111

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it accepts the Deed from JENNIFER MURGUEYTIO to acquire title to 7 DRAKES LANE, Irvington, New Jersey 07111, Block No. 40 and Lot No. 2 on behalf of the Township of Irvington and directs that the said property be placed on the Township's inventory of property owned by the Township.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Hudley – Cox Motion to close public hearing.

Adopted

Hudley – Cox Motion to adopt this ordinance on second reading after public hearing.

Adopted

7. Acting President Burgess: An ordinance approving an application for a long term tax exemption and authorizing a financial agreement with Hilltop Partners Senior Renewal, LLC for the former Irvington General Hospital site located at 832 Chancellor Avenue will be heard at this time. For the record, this notice of hearing is identical to the second notice that was read. The Clerk will read the Ordinance by title.

**ORDINANCE OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, NEW JERSEY
APPROVING AN APPLICATION FOR A LONG-TERM TAX EXEMPTION AND**

AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH HILLTOP PARTNERS SENIOR URBAN RENEWAL, LLC

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone, (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the “**UEZ Act**”); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area, (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in the Redevelopment Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A: 12A-4(c)*; and

WHEREAS, Hilltop Partners Senior Urban Renewal, LLC (the “**Entity**”) is the contract purchaser of certain property located within the UEZ, which property is identified as Block 324, Lots 1.02, 1.05, 1.07 on the official tax map of the Township (collectively, the “**Property**”); and

WHEREAS, the Entity proposes to acquire the property and to undertake the design, development, financing, construction and maintenance of a new approximately 118,334 square foot senior housing complex consisting of approximately ninety-seven (97) apartments units (comprising: approximately eight (8) studio units, eighty-eight (88) one-bedroom units and one (1) two-bedroom superintendent unit), residential amenities, a new approximately 36,485 square foot parking garage with one hundred five (105) parking spaces, four (4) additional outdoor surface parking spaces and associated site improvements on the Property (the “**Project**”); and

WHEREAS, the apartment units will consist of mixed income units with approximately twenty-six percent (26%) of the apartment units rented at market rate (the “**Market Rate Units**”) and approximately seventy-four percent of the apartment units rented at or below 60% of the Area Median Income (the “**Affordable Units**”), five of which Affordable Units shall be set-aside for developmentally disabled individuals; and

WHEREAS, in order to ensure the financial feasibility of the Project, the Entity made application to the Township requesting a long-term tax exemption and financial agreement pursuant to the Long-Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”), which application is on file with the Municipal Clerk (the “**Application**”); and

WHEREAS, Section 5(g) of the Redevelopment Law states that in a municipality in which an enterprise zone has been designated pursuant to the requirements of the UEZ Act, “the execution of the actions prescribed in that act . . . shall be considered sufficient for the determination that the area is in need of redevelopment . . . for the purpose of granting tax exemptions within the urban enterprise zone district”; and

WHEREAS, the Township Council, by resolution dated December 13, 2011, designated the UEZ Rehabilitation Area as an area in need of redevelopment solely for the purpose of granting tax exemptions pursuant to the Exemption Law; and

WHEREAS, the Entity has represented to the Township that the Project would not be feasible in its intended scope but for the provision of financial assistance by the Township; and

WHEREAS, pursuant to *N.J.S.A. 40A:20-8*, the Mayor has reviewed the Application and has submitted the Application and Financial Agreement to the Township Council with his recommendation for approval; and

WHEREAS, after review of the Application, the Township Council now desires to approve the Application and to authorize the execution of the proposed form of financial agreement (the “**Financial Agreement**”) in substantially the form attached hereto as Exhibit A; and

WHEREAS, as fully set forth in the Financial Agreement, the Township has determined that the benefits to the Township accruing as a result of the Project outweigh any costs to the Township resulting from the tax exemption granted herein; and

WHEREAS, the Township hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance,

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the Township of Irvington that:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION FOR EXEMPTION APPROVED

The Application, which is on file with the Municipal Clerk and which has been recommended for approval to the Council by the Mayor, is hereby accepted and approved.

III. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED

- (a) The Mayor is hereby authorized to execute the Financial Agreement, substantially in the form as it has been presented to the Council, and attached hereto as Exhibit A, subject to modification or revision deemed necessary or appropriate by the Township in consultation with counsel.
- (b) The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.
- (c) In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the

Entity, the Municipal Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes, as well as to the Tax Assessor of the Township.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter “**Agreement**” or “**Financial Agreement**”), is made as of the ____ day of _____, 2019, (the “**Effective Date**”) by and between

The **TOWNSHIP OF IRVINGTON**, a public body corporate and politic of the State of New Jersey, having its offices at Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter referred as the “**Township**”);

AND

HILLTOP PARTNERS SENIOR URBAN RENEWAL, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.*, as same may be amended and supplemented, (the “**Exemption Law**”) with offices at 334-336 East 110th Street, New York, New York 10029 (hereinafter the “**Entity**”); and together with the Township, the “**Parties**” or, separately, each a “**Party**”).

WITNESSETH:

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the “**UEZ Act**”); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area, (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, the Entity is the contract purchaser of certain property located within the UEZ, which property is identified as Block 324, Lots 1.02, 1.05, and 1.07 on the official tax map of the Township and expected to be commonly known as 280 Park Place (Building 2) (collectively, the “**Property**”); and

WHEREAS, in accordance with *N.J.S.A. 40A:12A-5(g)*, a municipality may grant a long term tax exemption to property located within an Urban Enterprise Zone, such as the Property; and

WHEREAS, the Township and the Entity propose to amend that certain Redevelopment and Purchase and Sale Agreement dated October 12, 2012 (as amended by the First Amendment to the Redevelopment and Purchase and Sale Agreement dated as of May 10, 2013, the Second Amendment to the Redevelopment and Purchase and Sale Agreement dated as of May 10, 2013, and the Third Amendment to the Redevelopment and Purchase and Sale Agreement dated as of May 3, 2016, the “**Redevelopment Agreement**”), pursuant to which the Entity will acquire the Property, and to undertake the design, development, financing, construction and maintenance of a new approximately 118,334 square foot senior housing complex consisting of approximately ninety-four (94) apartment units (comprising: approximately seven (7) studio units, eighty-six (86) one-bedroom units and one (1) two-bedroom superintendent unit), residential amenities, a new approximately 36,485 square foot parking garage with approximately one hundred five (105) parking spaces, four (4) additional outdoor surface parking spaces and associated site improvements on the Property (the “**Project**”); and

WHEREAS, the Project will consist of mixed income units with approximately twenty-six percent (26%) of the apartment units rented at market rate (the “**Market Rate Units**”) and approximately seventy-four percent (74%) of the apartment units rented at a price affordable to those with a household income of 60% of the Area Median Income or less (the “**Affordable Units**”), five of which Affordable Units shall be set-aside for special needs individuals; and

WHEREAS, the Entity is a single purpose urban renewal entity created pursuant to the Exemption Law for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the Project, the Entity submitted an application (the “**Application**”, attached hereto as Exhibit A) requesting a long-term tax exemption and financial agreement with respect to the Project pursuant to the Exemption Law, which Application is on file with the Municipal Clerk of the Township (the “**Township Clerk**”); and

WHEREAS, as further described herein, the Township has determined that the assistance provided to the Project pursuant to this Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance; and

WHEREAS, by the adoption of Ordinance MC _____ on _____, 2019 (the “**Ordinance**”), the Township Council approved the Application and authorized the execution of this Agreement, and the Parties hereto desire to set forth in detail their mutual rights and obligations with respect to the tax exemption applicable to this Project; and

WHEREAS, the Township and the Entity enter into this Financial Agreement to memorialize the terms and conditions by which the Entity will pay an Annual Service Charge in lieu of real property taxes on the Project,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I
GENERAL PROVISIONS

SECTION 1.01 Governing Law.

This Agreement shall be governed by and construed by the laws of the State (as defined herein), including (a) the Exemption Law, the Local Redevelopment and Housing Law and such other State statutes as may be sources of relevant authority, (b) the Ordinance, and (c) all other Applicable Laws, without regard to conflict of law principles.

SECTION 1.02 Definitions.

Words that are capitalized, and which are not the first word of a sentence, are defined terms. As used in this Agreement, defined terms shall have the meaning assigned to such terms as set forth below.

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles hereof:

Affordable Units
Application
Agreement
Effective Date
Exemption Law
Financial Agreement
Market Rate Units
Ordinance
Parties/Party
Project
Property
Redevelopment Agreement
Redevelopment Law
Redevelopment Plan
Township
Township Clerk
Township Council
UEZ
UEZ Act
UEZ Rehabilitation Area

(b) The following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

Administrative Fee – shall have the meaning given to it in Section 4.07 of this Agreement.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of *N.J.S.A. 40A:20-3(b)*.

Allowable Profit Rate - The greater of (a) twelve percent (12%) or (b) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of (x) twelve percent (12%) or (y) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the interest rate per annum that the Township determines to be the prevailing rate of mortgage financing on comparable improvements in the County. The provisions of *N.J.S.A. 40A:20-3(b)* are incorporated herein by reference.

Annual Gross Revenue – shall be as defined in *N.J.S.A. 40A:20-3(a)* and Section 4.03 of this Agreement.

Annual Service Charge - the amount the Entity has agreed to pay the Township pursuant to Article IV hereof for municipal services supplied to the Project, which sum is in lieu of any real estate taxes on the Improvements and on the Land, all as contemplated pursuant to the Exemption Law, which amount, if applicable, shall be pro-rated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – the date of the Substantial Completion of the Project.

Applicable Law – All Federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law and the Exemption Law, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, and applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)*. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice in the State.

Certificate of Occupancy – A document, whether temporary or permanent, issued by the Township authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

County – The County of Essex, State of New Jersey.

Cumulative Allowable Net Profit – In accordance with the calculation set forth in the Exemption Law, specifically *N.J.S.A. 40A:20-15*, an amount equal to the sum of the Allowable Net Profit of the Entity in each year from and including the year that the Project is completed up to and including the year for which the Cumulative Allowable Net Profit is being calculated.

Cumulative Net Profit – In accordance with the calculation set forth in the Exemption Law, specifically *N.J.S.A. 40A:20-15*, an amount equal to the sum of the Net Profit of the Entity in each year from and including the year that the Project is completed up to and including the year for which the Cumulative Net Profit is being calculated.

Default - A breach of or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, beyond any applicable grace or cure periods set forth in this Agreement.

Default Notice - shall have the meaning given to it in Section 14.02 of this Agreement.

Director – The Director of the Department of Economic Development and Grants Oversight.

Disclosure Statement - shall have the meaning given to it in Section 7.02(d) of this Agreement.

Effective Date - The date that this Agreement has been executed and delivered by both Parties and the Property has been acquired by the Entity.

Excess Net Profit – In any given year, an amount equal to the sum of (a) the Cumulative Net Profit, minus (b) the Cumulative Allowable Net Profit

Financial Plan – the financial plan prepared pursuant to *N.J.S.A. 40A:20-8(e)* and provided as an attachment to the Application.

First Source Employment Linkage Program Ordinance – Ordinance No MC 3172, adopted April 24, 2001, and the amendment thereto, Ordinance No. MC 3567, adopted April 21, 2016, as codified in the Township Code.

Improvements - Any building, structure or fixture, permanently affixed to the Land, and any and all other buildings, structures or fixtures to be constructed on, in or under the Land in accordance with the terms hereof.

In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of the In Rem Tax Foreclosure Act and Tax Sale Law.

In Rem Tax Foreclosure Act – *N.J.S.A. 54:5-104.29 et seq.*, as may be amended or supplemented from time to time.

Land - the underlying land, but not the Improvements, designated as Block 324, Lots 1.02, 1.05, and 1.07 on the tax map of the Township.

Land Taxes – the amount of taxes assessed on the value of the Land, exclusive of the value of any improvements related thereto, in accordance with Applicable Law.

Material Conditions – shall have the meaning given to it in Section 4.08 of this Agreement.

Mayor – The mayor of the Township.

Minimum Annual Service Charge - the amount of the total taxes levied against the Property in the last full tax year in which the Property was subject to taxation. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to *N.J.S.A. 40A:20-12(2)* and this Agreement, would be less than the Minimum Annual Service Charge. By way of reference, the taxes assessed on the Property in 2018 were: \$11,002.93.

Minority – shall be as defined by the New Jersey Department of Labor.

Minority Business Enterprise – shall be as defined by the New Jersey Department of Labor.

Net Profit – As defined in *N.J.S.A. 40A:20-3(c)*.

Notice - shall have the meaning given to it in Section 10.01.

Notice of Termination – shall have the meaning given to it in Section 14.04.

Plans - shall mean the plans, including site plans, building floor plans, building elevations, and/or architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the Site Plan attached hereto as Exhibit B, and the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Agreement.

Small Business Enterprise – shall be as defined by the New Jersey Department of Labor.

State – The State of New Jersey

Substantial Completion - The determination by the Township that the Project is ready for the intended use. Issuance of any Certificate of Occupancy for the Project shall be conclusive proof that the Project has reached Substantial Completion.

Tax Assessor – The Township tax assessor.

Tax Collector – The Township tax collector.

Tax Sale Law – *N.J.S.A. 54:5-1 et seq.*, as may be amended or supplemented from time to time.

Taxes - shall have the meaning given to it in Section 14.04 of this Agreement.

Termination - Any action or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost - The total cost of constructing the Project, as set forth in *N.J.S.A. 40A:20-3(h)*, excluding the actual costs incurred by the Entity, and certified to the Township by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or federal law.

Township Code - the Municipal Code of the Township

Women's Business Enterprise – shall be as defined by the New Jersey Department of Labor.

SECTION 1.03 Interpretations and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the Effective Date of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(g) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

(h) All references to Sections, Articles or Exhibits shall, unless indicated otherwise, refer to the Sections, Articles or Exhibits in this Agreement.

ARTICLE II

APPROVAL

SECTION 2.01 Approval of Tax Exemption

Pursuant to the Ordinance, the Land and the Improvements to be constructed and maintained by the Entity pursuant to this Agreement shall be exempt from taxation as provided for herein and under the Exemption Law. In accordance with the Exemption Law, specifically *N.J.S.A. 40A:20-12*, such tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Financial Agreement.

It is expressly understood and agreed that the Township has relied upon the facts, data and representations contained in the Application in granting the tax exemption described in this Agreement.

SECTION 2.02 Approval of the Entity

The Entity represents that its Certificate of Formation, attached hereto as Exhibit C, contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the New Jersey Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

SECTION 2.03 Improvements to be Constructed

The Entity represents that it shall construct or cause to be constructed the Project in accordance with the approved Plans, the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which Project is more specifically described in the Application.

SECTION 2.04 Construction Schedule

The Entity agrees to diligently undertake the commencement of construction or cause the commencement of construction, and to complete the Project, or cause the completion of the Project, in accordance with the approved Plans and the Redevelopment Agreement.

SECTION 2.05 Ownership, Management and Control

The Entity represents that it is the contract purchaser of the Property. The Entity covenants that it shall cause the redevelopment of the Property in conformance with the approved Plans, the Redevelopment Agreement, the Redevelopment Plan and all Applicable Laws. No exemption granted under this Agreement shall become effective until and unless the Entity becomes the owner of the Property.

The Entity covenants, warrants and represents that the Property and the Project shall be used, managed and operated for the purposes set forth in the Application, and in accordance with the Redevelopment Agreement, the Redevelopment Plan and all Applicable Laws.

SECTION 2.06 Project Financing Plan

The Entity represents that the Improvements shall be financed in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan, made a part hereof, set forth the estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, the terms of any mortgage amortization, and rental schedules and lease terms, as applicable, in accordance with the Exemption Law.

SECTION 2.07 Findings

In accordance with the Exemption Law, the Township hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Township and its citizens because it allows for the rehabilitation of the Property, and further:

(a) *Relative Benefits of the Project:*

i. The development and construction of the Project as set forth in the Application and the Plan will be beneficial to the overall community; will achieve the goals and objectives of the Redevelopment Plan; will help revitalize a long underutilized site; will improve the quality of life for the community; will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Township. In addition, the Project will provide quality and sustainable senior housing with supportive services for the residents that will allow them to age in place.

ii. It is anticipated that the development of the Project will create approximately 200 temporary jobs during the construction of the Project, as well as approximately 2 permanent full-time jobs and 1 permanent part-time job in connection with the operation of the Project.

iii. The Property, including the improvements thereon, generated \$0 in total real estate taxes to the municipality when operated as a non-profit hospital and approximately \$11,000 in real estate taxes in the most recent tax year. Pursuant to this Financial Agreement, the Project is projected to generate revenue for the Township in the aggregate amount of approximately \$3.8 million for the term of this Agreement. The Township's authorized officers and employees have determined that the benefits to the Township accruing as a result of the Project will substantially outweigh any costs to the Township resulting from the long term tax exemption granted herein.

(b) *Assessment of the Importance of the Tax Exemption in Obtaining Development of the Project and Influencing the Locational Decisions of Probable Occupants:*

i. The relative stability and predictability of the Annual Service Charge will make the Project more attractive to investors and lenders whose participation is necessary in order to finance the Project.

ii. The relative stability and predictability of the Annual Service Charge will allow the Entity to provide a high level of maintenance for the Property which will contribute importantly to the success of the Project and will have a positive impact on the surrounding area and community.

SECTION 2.08 Community Initiatives, Non-Discrimination and Affirmative Action

The Entity must comply with the requirements of all statutes, laws and regulations regarding non-discrimination and affirmative action in the employment of workers, including *N.J.S.A. 10:5-31 et seq.*, (P.L. 1975, c. 127), its attendant regulations at *N.J.A.C. 17:27-1 et seq.*, and shall further comply with the community initiative requirements set forth in Article V.

ARTICLE III
DURATION OF AGREEMENT

SECTION 3.01 Term

It is expressly understood and agreed by the Parties that this Agreement, including the obligation to pay Annual Service Charges required under Article IV hereof and the tax exemption granted and referred to within Section 2.01 hereof, shall commence on the Effective Date and shall remain in effect until the earlier of (a) thirty-five (35) years from the Effective Date, (b) thirty (30) years from the Annual Service Charge Start Date, (c) the Entity's voluntary Termination of this Agreement in accordance with the requirements of Section 3.02, or (d) the occurrence of a Default and resulting Termination as set forth within Article XIV of this Agreement. Upon the Termination of the tax exemption provided for herein, all restrictions and limitations of this Financial Agreement imposed upon the Entity and the Property, including the Improvements related thereto, shall terminate and the Improvements and Land shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township; provided, however, that (a) the requirement to make payment of any Annual Service Charge due and owing hereunder, (b) the requirement to make payment to the Township of any reserves, Net Profit, or Excess Net Profit, and (c) any and all related remedies available to the Township shall survive the expiration or Termination of this Agreement; and further provided that the Entity has rendered, and that the Township has accepted, the Entity's final accounting in accordance with *N.J.S.A. 40A:20-12*.

SECTION 3.02 Voluntary Termination by Entity

The Entity may at any time after the expiration of one year from the completion of the Project notify the Township that as of a certain date designated in the notice, it relinquishes its status under the Exemption Law; and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. The date of Termination shall be deemed to be the close of the fiscal year of the Entity and the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to any other property located within the Township upon a change in the exemption or tax status of such property.

ARTICLE IV
ANNUAL SERVICE CHARGE

SECTION 4.01 Consent of Entity to Annual Service Charge

The Entity hereby consents and agrees to the amount of the Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Exemption Law, or any violation by the Township of any provisions of this Agreement. The Entity's remedies shall be limited to those specifically set forth herein and as otherwise provided by Applicable Law.

SECTION 4.02 Payment of Annual Service Charge

In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

Payment of the Annual Service Charge shall be made to the Township on a quarterly basis in accordance with the Township's property tax collection schedule, February 1st, May 1st, August 1st, and November 1st, subject, nevertheless, to adjustment for over or underpayment at the end of a fiscal year within thirty (30) days after the provision of the Auditor's Report pursuant to Section 7.02(a) hereof. The obligation to pay the Annual Service Charge shall continue until the expiration or Termination of the Agreement.

In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, the amount past due shall bear interest at the highest rate of interest permitted under the State law in the case of unpaid taxes or tax liens on land until paid.

In accordance with the Exemption Law, specifically *N.J.S.A. 40A:20-12*, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Township during the tax year, in accordance with Applicable Law.

SECTION 4.03 Annual Gross Revenue

The Annual Gross Revenue shall mean all revenues without limitation or set-off, and shall include, but not be limited to: (a) all rental income that would normally be payable to a landlord in the case where the landlord is responsible to pay all costs of operations and maintenance as well as to pay the full cost of the capital required to undertake the Project; and (b) all other income received by the Entity. To the extent that the actual revenues collected by the Entity are less than such amount, due to any reason including without limitation, the payment of expenses by tenants that would normally be paid

by the landlord, such as insurance, taxes and or maintenance or the existence of an intermediate entity between the Entity and any tenant, but specifically excluding reductions in revenue due to vacancies within the Project, the Township shall have the right, at its sole discretion, to recalculate the amount that the revenues would have been, without such issues and to utilize the results of its recalculations in all determinations of Annual Service Charges.

SECTION 4.04 Annual Service Charge Schedule

Pursuant to *N.J.S.A.* 40A:20-12(b), the Parties agree that the Annual Service Charge throughout the term of this Agreement shall be as follows:

(a) Upon the Annual Service Charge Start Date, the Annual Service Charge for the Project shall be an amount equal to the greater of (i) five and one-half percent (5.5%) of Annual Gross Revenue; or (ii) the Minimum Annual Service Charge. The Parties acknowledge that the percentage of Annual Gross Revenue set forth in this Section represents a blended percentage wherein the Market Rate Units and the commercial portion of the Project are paying no less than ten percent (10%) of Annual Gross Revenue, and the Affordable Units are paying no more than ten percent (10%) of Annual Gross Revenue, all in accordance with *N.J.S.A.* 40A:20-12.

(b) Commencing on the sixteenth (16th) anniversary of the Annual Service Charge Start Date, and continuing for a period of six (6) years, the Annual Service Charge for the Project shall be an amount equal to the greater of (i) five and one-half percent (5.5%) of Annual Gross Revenue; (ii) twenty percent (20%) percent of the amount of taxes otherwise due on the value of the Land and Improvements; or (iii) the Minimum Annual Service Charge.

(c) Commencing on the twenty-second (22nd) anniversary of the Annual Service Charge Start Date, and continuing for a period of six (6) years, the Annual Service Charge for the Project shall be an amount equal to the greater of (i) five and one-half percent (5.5%) of Annual Gross Revenue, (ii) forty percent (40%) percent of the amount of taxes otherwise due on the value of the Land and Improvements, or (iii) the Minimum Annual Service Charge;

(d) Commencing on the twenty-eighth (28th) anniversary of the Annual Service Charge Start Date, and continuing for a period of two (2) years, the Annual Service Charge for the Project shall be an amount equal to the greater of (i) five and one-half percent (5.5%) of Annual Gross Revenue; (ii) sixty percent (60%) percent of the amount of taxes otherwise due on the value of the Land and Improvements; or (iii) the Minimum Annual Service Charge;

(e) In the thirtieth (30th) and final year of the term, the Annual Service Charge for the Project shall be an amount equal to the greater of (i) five and one-half percent (5.5%) of Annual Gross Revenue; (ii) eighty percent (80%) percent of the amount of taxes otherwise due on the value of the Land and Improvements; or (iii) the Minimum Annual Service Charge.

(f) The Township shall remit five percent (5%) of the Annual Service Charge it receives each year to the County, in accordance with the provisions of *N.J.S.A.* 40A:20-12(b)(2)(e).

SECTION 4.05 Minimum Annual Service Charge

(a) The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, as calculated herein, would be less than the Minimum Annual Service Charge.

(b) In accordance with *N.J.S.A. 54:3-21(b)*, except as otherwise provided by Applicable Law, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect.

SECTION 4.06 Land Taxes, Credits and Other Charges

(a) The Property shall be exempt from Land Taxes from the Annual Service Charge Start Date through the expiration or Termination date of this Agreement in accordance with *N.J.S.A. 40A:20-12*.

(b) The Entity hereby expressly acknowledges, understands, and agrees that, in addition to the Annual Service Charge, it shall be responsible for the payment (without any credit whatsoever) of all other applicable municipal charges that may, from time to time, be lawfully assessed upon the Property, including, without limitation, Land Taxes prior to the Annual Service Charge Start Date, any and all special benefit assessments, water and sewer charges, and other municipal charges, whether presently existing or hereinafter imposed, and that the Township may enforce such assessments and charges in any manner (including, but not limited to, foreclosure or tax sale) permitted by Applicable Law.

SECTION 4.07 Administrative Fee

In addition to the Annual Service Charge, the Entity shall pay to the Township an annual fee of two percent (2%) of the Annual Service Charge in each year, concurrently with or prior to the November Annual Service Charge payment (the "**Administrative Fee**"). In the event the Entity fails to pay the Administrative Fee when due and owing, the amount unpaid shall bear the highest rate of interest permitted under applicable New Jersey law in the case of unpaid taxes or tax liens until paid.

SECTION 4.08 Material Conditions

It is expressly agreed and understood that payment of Annual Service Charges, any other municipal charges or liens, and any interest payments, penalties or costs of collection due with respect to any of the foregoing, are material conditions of this Agreement ("**Material Conditions**"). If any other term, covenant or condition of this Agreement or the Application, as to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by virtue of a non-appealable order of a court of competent jurisdiction, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 4.09 No Reduction in Payment of the Annual Service Charge

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in Section 4.04 hereof shall be reduced, amended or otherwise modified during the term of this Agreement.

SECTION 4.10 Annual Service Charge as Municipal Lien

The Entity hereby expressly acknowledges, understands and agrees, and the Township acknowledges, without making any representation, warranty or covenant, that (i) the Annual Service Charge shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined, and (ii) any applicable process, procedure or action of any court, government body or other relevant authority, including without limitation any confirmation hearing, to determine the amount of the Annual Service Charge due shall not affect the commencement or validity of the municipal lien.

ARTICLE V

COMMUNITY INITIATIVES

SECTION 5.01 Equal Employment Opportunity

The Entity agrees that during construction of the Project:

(a) The Entity will not discriminate against any employee of the Entity or applicant for employment because of race, color, religion, sex, or national origin. The Entity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Entity agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township that are consistent therewith.

(b) The Entity will, in all solicitations or advertisements for employees placed by or on behalf of the Entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Entity shall use good faith and commercially reasonable efforts to include qualified and certified Minority Business Enterprises, Women's Business Enterprises, and Small Business Enterprises as subcontractors and suppliers to the Project wherever possible.

(d) The obligations contained in this Section shall be binding on all contractors and subcontractors to the extent that any work on the Project is done by any contractor or subcontractor, and any contract entered into by the Entity shall so provide.

SECTION 5.02

First Source

(a) The Entity agrees to employ and shall require in each of its contracts with contractors that they and their subcontractors must employ, residents of the Township in the construction of the Project, and in the operation and maintenance of the Project following Completion of Construction for so long as this Financial Agreement remains in effect with respect to the Project. Thirty percent (30%) of billable construction laborer, administrative and clerical hours associated with the Project shall be provided by Township residents consistent with market wages. The Entity will engage in and cooperate with efforts to recruit Township residents for all employment opportunities in connection with the Project, including participation in Township job fairs and utilization of a central employment registry, if the Township maintains such a registry. Prior to the execution of the Financial Agreement, and in accordance with the provisions of the First Source Employment Ordinance, the Parties shall execute a First Source Agreement substantially in the form attached hereto as Exhibit D.

(b) The Entity shall use good faith and commercially reasonable efforts to undertake a program of local preference to facilitate entering into contracts with and/or purchasing good and services from local merchants and businesses located within the Township, including preferences for local retail and restaurant businesses.

SECTION 5.03

Affirmative Action

All contracts entered into by the Entity for the construction of the Project shall contain appropriate language to effectuate this provision. The Entity, during the construction of the Project, covenants that it will comply with and shall provide in its contracts with its contractors and subcontractors, the following:

(a) The Entity shall at all times conform to the laws, regulations, policies of the State, the Federal government, and other governmental bodies with respect to affirmative action and equal employment opportunities requirements, and particularly those which are imposed as a condition to receipt of any government sponsored funding for the Project, notwithstanding any other provision of this Agreement to the contrary.

(b) The Entity shall use good faith and commercially reasonable efforts to undertake a program of preference to facilitate entering into contracts with and/or purchasing goods and services from Minority Business Enterprises, Women's Businesses Enterprises, and Small Business Enterprises at a rate of 20%.

SECTION 5.04

Reporting and Enforcement.

The Director shall oversee and monitor the Entity's compliance with the First Source Employment requirements and affirmative action requirements at no cost to the Entity. The Entity agrees

to meet periodically with the Director at the Director's request, to discuss the status of the Entity's employment efforts and compliance with the First Source Employment requirement.

(a) The Entity shall submit monthly reports regarding compliance with this Article V as the Township may reasonably require.

(b) Reports submitted by the Entity shall include names, addresses, ethnic origin of those who apply and are interviewed for employment including those denied employment. Reports should also include businesses hired, recruitment efforts including advertisements and letters to community groups advising them of employment and business opportunities.

(c) The Entity covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Article V.

(d) The penalties for non-compliance shall be as set forth in the Township Code.

ARTICLE VI

CERTIFICATE OF OCCUPANCY

SECTION 6.01 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to take such actions as are necessary under Applicable Laws to obtain Certificates of Occupancy upon Substantial Completion of the Project, or relevant portion thereof, in accordance with the construction schedule referenced in Section 2.04. The Township shall, in good faith, reasonably cooperate with the Entity to support and expedite the review, comment and approval of any complete and compliant application of the Entity seeking a Certificate of Occupancy.

SECTION 6.02 Filing of Certificate of Occupancy

The Entity shall file or cause to be filed with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy promptly upon receipt thereof by the Entity. Failure of the Entity to file or cause to be filed such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action by the Township, including, if appropriate, retroactive billing with interest for any charges determined to be due in the absence of such filing by the Entity.

ARTICLE VII

REPORTS AND AUDITS

SECTION 7.01 Calculation of Net Profit.

For the purposes of this Agreement, the Entity agrees to calculate its “Net Profit” pursuant to N.J.S.A. 40A:20-3(c).

SECTION 7.02 Periodic Reports/Notices

(a) Auditor’s Report: Within ninety (90) days after the close of the Entity’s fiscal year in each year that this Agreement shall continue in effect, the Entity shall submit to the Mayor, Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, its Auditor’s Report for the preceding fiscal or calendar year. The Auditor’s Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports. The Auditor’s Report must include a calculation of the Gross Revenue as defined in this Financial Agreement.

(b) Affordable Housing Certification: The Entity shall certify on an annual basis, concurrently with the submission of the Auditor's Report, the number of residential units subject to low and moderate income limit controls, which restrictions shall be fully set forth in any residential lease for each Affordable Unit.

(c) Total Project Cost Audit: Within ninety (90) days after the Substantial Completion of the Project, the Entity shall submit to the Mayor, the Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by an independent and qualified architect or engineer.

(d) Disclosure Statement: On each anniversary date of the Effective Date of this Agreement, the Entity shall submit to the Mayor, Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Township may reasonably request from time to time regarding such ownership interest in the Project (each a “Disclosure Statement”).

(e) Accounting System: The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

SECTION 7.03 Inspection

Upon reasonable request in writing, during normal business hours, the Entity shall permit (a) the inspection of its property, equipment, buildings and other facilities of the Project; and (b) the examination and audit of its books, contracts, records, documents and papers, in each case by representatives duly authorized by the Township and Division of Local Government Services in the New Jersey Department of Community Affairs, provided that such rights of inspection also shall extend to representatives in the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*, duly authorized by the Township, as reasonably deemed necessary and appropriate by the Township. The inspections and examinations shall not in any manner materially interfere with construction or operation of the Project. All costs incurred by the Township to conduct such inspections and/or audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the Township as an additional part of the Entity's Annual Service Charge. Nothing in this section shall be construed to affect, limit or restrict the powers of municipal, county, State or other officials from carrying out those duties or inspections that are generally applicable outside of the Exemption Law context, including, but not limited to, inspections by fire officials, construction code officials, and so on.

SECTION 7.03 Limitation on Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits or dividends pursuant to the provisions of *N.J.S.A. 40A:20-15* and *N.J.S.A. 40A:20-3(c)*. Upon expiration or Termination of the tax exemption, the foregoing limitations on the profits or dividends of the Entity shall be of no further force or effect.

The Entity shall have the right in any year to establish and maintain a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Entity for the last full fiscal year preceding the year in which the reserve is established or maintained, and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A. 40A:20-15*. Upon the expiration or Termination of this Agreement, the amount of reserve, if any, shall be paid to the Township.

There is expressly included in the calculation of "Gross Revenue" and "Net Profit" as set forth in *N.J.S.A. 40A:20-3* for the purpose of determining compliance with *N.J.S.A. 40A:20-15* or *N.J.S.A. 40A:20-16*, the amount of any sale, including any gain realized thereby, by the Entity on the sale of all or any portion of the Project, including a Unit, whether or not taxable under federal or State law, as well as the proceeds of any refinancing undertaken by the Entity during the term of this Agreement.

SECTION 7.04 Prohibition Against Use of Master Leases or Related Techniques

The Entity agrees that the intent of this Agreement is to account for all revenue arising from the Project as if it accrues to the benefit of the Entity. The Entity shall therefore have no right to enter into any lease, contract or other agreement the effect of which is to interpose another person, corporation or other entity between the Entity and the end users of the Project for the purpose of reducing the amount of revenue accounted for as benefiting the Entity. To the extent that the Township, in its sole discretion, determines that such an arrangement has been put in place, the Township shall have the right to recast the financial statements of the Entity so as to account for the Gross Revenue that would have accrued to

the Entity had the arrangement not been in existence, and to require the Entity to make payments of the Annual Service Charge based on such recast financial statements.

SECTION 7.05 Payment of Dividend and Excess Profit Charge

In the event the Net Profits of the Entity (after funding of any reserve described in Section 7.04), in any fiscal year, shall exceed the Allowable Net Profits for such period, then the Entity, within one hundred twenty (120) days after the end of such fiscal year, shall pay such Excess Net Profits to the Township as an additional Annual Service Charge. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to N.J.S.A. 40A:20-3(c) and 40A:20-15 and this Agreement.

The Parties agree that any Excess Net Profit shall be treated by the Township as additional Annual Service Charge subject to the provisions of this Agreement.

ARTICLE VIII
ASSIGNMENT AND/OR ASSUMPTION

SECTION 8.01 Approval

(a) As permitted by N.J.S.A. 40A:20-10, it is understood and agreed that the Township, on written application by the Entity, after Substantial Completion, will consent to a sale of the Project and the transfer of this Agreement provided that the Township is satisfied that: (i) the transferee entity does not own any other Project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement and any other terms and conditions of the Township in regard to the Project; and (vi) the transferee entity and its principals possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable.

(b) Where the consent or approval of the Township is sought for an assignment of the Agreement, the Township may levy an administrative fee of two percent (2%) of the then applicable Annual Service Charge for the review, preparation, and/or submission of documents to the Council for action on the requested assignment.

(c) If the Entity transfers the Project to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to N.J.S.A. 40A:20-6, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the Exemption Law. The date of transfer of title of the Project to a purchasing entity shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after the date of the transfer of title, the Entity shall pay to the Township the amount of the reserve, if any, maintained by it, as well as the Excess Net Profit, if any, pursuant to N.J.S.A. 40A:20-15.

(d) A Declaration of Restriction on Transfer will be recorded against the Property in the office of the Essex County Register simultaneously with the recordation of this Agreement.

SECTION 8.02 Operation of Project

The Project shall be operated in accordance with the provisions of the Exemption Law, as may be amended and supplemented. Failure to operate the Project pursuant to the terms of this Financial Agreement and the provisions of *N.J.S.A. 40A:20-1 et seq.*, shall be cause for Termination.

SECTION 8.03 Subordination of Fee Title

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges and to the rights of the Township hereunder, to encumber and/or assign the fee title to the Land and/or Improvements for the sole purpose of obtaining financing for use in the construction or operation of the Project, and that any such encumbrance or assignment shall not be deemed to be a violation of this Agreement. This section shall not prohibit the encumbrance of a mortgage lien on the Property, it being expressly understood that a mortgage lien takes subject to the municipal lien created by the Annual Service Charge under the Exemption Law.

SECTION 8.04 Prohibition against Severing of Improvements from Land

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of *N.J.S.A. 40A:20-1 et seq.*, as amended and supplemented. It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Township Council, by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Lands which are basic to, embraced in, or underlying the exempted Improvements.

ARTICLE IX

WAIVER

SECTION 9.01 No Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the Entity of any rights and remedies provided by the law. Nothing herein shall be deemed to limit any right of recovery that the Township or the Entity has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE X

NOTICE

SECTION 10.01 Notice

MINUTES – REGULAR COUNCIL MEETING – SEPTEMBER 9, 2019 - PAGE 51

Formal notices, demands and communications between the Township and Entity shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available ("**Notice**"). In that case such Notice is deemed effective upon delivery.

Any Notice required hereunder to be sent by any Party to another Party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, or by courier or overnight delivery service, as follows:

To Township: Township of Irvington
Attn: Musa A. Malik, Esq., Business Administrator
1 Civic Square
Irvington, New Jersey 07111

With copies to: Township of Irvington
Attn: Kyana Woolridge, Esq., Director
Department of Community Development
660 Stuyvesant Avenue
Irvington, New Jersey 07111

and

McManimon, Scotland & Baumann, LLC
Attn: Glenn F. Scotland, Esq.
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

To Redeveloper: Hilltop Partners Senior Urban Renewal LLC
334-336 East 110th Street
New York, New York 10029

With copies to: Connell Foley LLP
Attn: Jennifer M. Carrillo-Perez, Esq.
Harborside 5
185 Hudson Street, Suite 2510
Jersey City, New Jersey 07311

The foregoing addresses may be changed or supplemented by written notice given as above provided. Notice to the Township shall identify the subject with the block and lot numbers, and any other qualifying designation as may apply, of the tax parcels comprising the Property. Any such Notice sent by certified mail shall be deemed to have been received by the addressee on the third (3rd) business day after posting in the United States mail or, if transmitted by messenger or a priority delivery service, on the first (1st) business day after transmittal provided the sender has evidence of delivery. Counsel for a Party may give notice to the other Party with the same effect as if given by the Party.

ARTICLE XI
COMPLIANCE

SECTION 11.01 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of the tax exemption to remain bound by the provisions of Federal and State law and any lawful ordinances and resolutions of the Township, including, but not limited to, the Exemption Law. The Entity's failure to substantially comply with such statutes or ordinances and the continuation of such noncompliance beyond any applicable notice, grace or cure period provided therein or herein, shall constitute a breach of this Agreement.

ARTICLE XII
CONSTRUCTION

SECTION 12.01 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

ARTICLE XIII

INDEMNIFICATION

SECTION 13.01 Indemnification

It is understood and agreed that in the event the Township shall be named as a party in any action brought against the Township or the Entity by allegation of any breach, Default or violation of any of the provisions of this Agreement and/or the provisions of the Exemption Law or by allegation, arising from or relating to the Project under any other Applicable Laws, the Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or violation of any of the provisions of this Agreement, the provisions of the Exemption Law and/or any other Applicable Laws; provided, however, that the Entity shall not be required to indemnify the Township for any willful or grossly negligent act, omission or misconduct by the Township or any of its officers, officials, employees or agents. Upon the Township becoming aware of any claim or loss for which indemnification is sought, the Township shall promptly provide the Entity with written notice thereof and demand for indemnification. The Entity shall defend against any such claim or loss at its own expense. The Township maintains the right to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense thereof to be borne by the Entity.

ARTICLE XIV

DEFAULT; REMEDIES; TERMINATION

SECTION 14.01 Default

Default shall be failure of the Entity to make payment of the Annual Service Charge when due hereunder or to otherwise fail to conform to the terms of this Agreement and any failure of the Entity to substantially observe and perform any other obligation imposed upon the Entity by Applicable Laws beyond any applicable notice, cure or grace period.

SECTION 14.02 Cure Upon Default

Should the Entity be in Default of any obligation under this Agreement, the Township shall notify the Entity and any mortgagee of the Entity, in writing of said Default (the “**Default Notice**”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Entity shall have sixty (60) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge, or any other municipal charge, any of which the Entity shall have ten (10) days to cure) from the date of its receipt of the Default Notice; provided, however, that if any non-payment Default is not reasonably able to be cured within such sixty (60) day period and the Entity is diligently pursuing a cure, such cure period shall extend as long as the Entity continues diligently to pursue such cure, but in any event, not more than one hundred twenty (120) days from the date of Entity’s receipt of the Default Notice.

SECTION 14.03 Remedies Upon Default Cumulative; No Waiver

In the event of any uncured Default, the Township shall have the right to proceed against the Project, and/or the Property pursuant to the provisions of Applicable Laws. Upon any Default in payment of any installment of the Annual Service Charge or other municipal charge, the Township shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the Tax Sale Law.

Subject to the other terms and conditions of this Agreement including Section 14.04, all of the remedies provided in this Agreement to the Township, and all rights and remedies granted to the Township by law and equity, shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Township of any of its remedies or actions against the Entity for Entity’s failure to pay Land Taxes, the Annual Service Charge and/or any other applicable municipal charges, including water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, the Annual Service Charge or any other applicable municipal charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charge or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

SECTION 14.04 Remedies

The Township's customary tax payment enforcement proceedings shall apply to the collection of any delinquent payment of the Annual Service Charge or any other municipal charge. In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge or any other municipal charge required by Article IV above, and the continuance of such Default after expiration of any notice, grace or cure periods under Applicable Laws, the Township, in addition to its other remedies, reserves the right to proceed against the Entity's Land and Improvements, in the manner provided by Applicable Laws, including the Tax Sale Law, and any act supplementary or amendatory thereof.

The Township shall pursue the collection of delinquent payments of the Annual Service Charge with the same diligence it employs in the collection of the Township's general *ad valorem* real estate taxes, including the commencement of an In Rem Tax Foreclosure. Whenever the word "**Taxes**" appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Township to proceed in the above-mentioned manner.

SECTION 14.05 Termination upon Default of the Entity

In the event the Entity fails to cure or remedy the Default, including without limitation a Default as described in Section 14.01, within the time period provided in Section 14.02, the Township may terminate this Agreement upon thirty (30) days' written notice to the Entity ("**Notice of Termination**").

SECTION 14.06 Final Accounting

For purposes of rendering a final accounting, the date of Termination, the date of expiration of this Agreement, or the sale of the Project, shall be deemed to be the last day of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall provide a final accounting and pay to the Township the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any Excess Net Profits.

SECTION 14.07 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Conditions Precedent

This Agreement is expressly subject to the satisfaction by the Entity or the Township of the following conditions precedent:

- a. Receipt by the Entity of all Federal, State, county and municipal approvals required for the construction of the Project; and
- b. Enactment by the Township of all ordinances and other official action necessary under *N.J.S.A. 40A:20-1 et seq.* to enter into and effectuate the terms of this Agreement.

SECTION 15.02 Conflict

The Parties agree that in the event of a conflict between the Application and this Financial Agreement, the language in this Agreement shall govern and prevail.

SECTION 15.03 Oral Representations

There have been no oral representations made by either of the Parties which are not contained in this Agreement.

SECTION 15.04 Entire Document

All conditions in the Ordinance are incorporated in this Agreement and made a part hereof. This Agreement, with all attachments and exhibits, the Ordinance and the Application constitute the entire agreement between the Parties as to the subject matter thereof and hereof.

SECTION 15.05 Good Faith

In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 15.06 Recording

Upon the acquisition of the Property by the Entity, the entire Agreement shall be filed and recorded with the office of the Essex County Register by the Township, at the Entity's expense, such that this Agreement shall be reflected upon the land records of the County as a perfected statutory municipal lien upon and a covenant running with the Property.

SECTION 15.07 Municipal Services

The Entity shall make payments for municipal services, including, without limitation, water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes, if applicable, and the Annual Service Charge, as required by law. These charges are not included in the Annual Service Charge and shall be billed separately. Nothing herein is intended to release the Entity from its obligation to make such payments.

SECTION 15.08 Waste and Refuse Disposal

The Entity shall comply with the Township Mandatory Recycling Ordinance to ensure that used corrugated cardboard, glass bottles and jars, food and beverage cans, newspapers and magazines and other recyclables deemed mandatory by the Township are separated from waste and refuse emanating from the Project for the purpose of recycling.

SECTION 15.09 Force Majeure

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, riot, insurrection, or other similar causes beyond the reasonable control of the Parties that have a material impact upon such Party's ability to perform its obligations hereunder.

SECTION 15.10 Arbitration

In the event of a dispute arising between the Parties in reference to the terms and provisions as set forth herein, then the Parties shall submit the dispute to the American Arbitration Association in the State, to be determined in accordance with its rules and regulations in such a fashion to accomplish the purposes of the Exemption Law and this Financial Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction. The costs of arbitration shall be borne by the respective Parties. Notwithstanding anything herein to the contrary, no arbitrator shall have any power or authority to amend, alter, or modify any part of this Agreement, in any way.

SECTION 15.11 Amendments

This Agreement may not be amended, changed, modified, altered or terminated, other than as may be set forth herein, without the written consent of the Parties hereto and as provided by Applicable Law.

SECTION 15.12 Certification

The Township Clerk shall certify to the Tax Assessor that a Financial Agreement for the development of the Property has been entered into and is in effect as required by *N.J.S.A. 40A:20-1 et seq.* Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance adopted by the Township Council approving the tax exemption described herein and an executed copy of this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated.

Further, upon the execution of this Agreement, a certified copy of the Ordinance and this Agreement shall forthwith be transmitted by the Township to the County Counsel and the Chief Financial Officer of the County within 10 calendar days of the execution of the Agreement.

SECTION 15.13 Severability

If any terms or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by Applicable Laws. Further, provided that a Default has not been declared under this Agreement, the Parties shall cooperate to take the actions reasonably required to restore the Agreement in a manner contemplated by the Parties, including, but not limited to, the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties. Notwithstanding the foregoing, if the long term tax exemption is declared invalid or unenforceable or if the benefit thereof is materially and adversely affected by judicial action, this Agreement shall be deemed null and void.

SECTION 15.14 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the Township shall issue a signed estoppel certificate in reasonable form stating: (i) that this Financial Agreement is in full force and effect; (ii) that to the best of the Township's actual knowledge, no Default has occurred under this Financial Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a Default), or stating the nature of any Default; and (iii) any such other reasonable information as may be requested.

SECTION 15.15 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

EXHIBITS AND SCHEDULES

The following Exhibits are attached hereto and incorporated herein:

- A. APPLICATION WITH EXHIBITS
- B. SITE PLAN
- C. CERTIFICATE OF FORMATION
- D. FORM OF FIRST SOURCE AGREEMENT

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

Attest:

TOWNSHIP OF IRVINGTON

By: _____
Name: Harold E. Wiener
Title: Township Clerk

By: _____
Name: Tony Vauss
Title: Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by the **Township of Irvington**, a municipal corporation of the County of Essex and State of New Jersey,
by **Tony Vauss**, its Mayor, on behalf of the Township.

Notary Public

Commission Expiration: _____

IN WITNESS WHEREOF, the parties have caused these presents to be
executed as of the day and year first above written.

**HILLTOP PARTNERS SENIOR URBAN
RENEWAL, LLC,
a New Jersey limited liability company**

Witness:

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared _____, who being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction that he or she is the designated authorized signatory of **Hilltop Partners Senior Urban Renewal, LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary or Attorney at Law
The State of New Jersey

EXHIBIT A

Application

EXHIBIT B

Site Plan

EXHIBIT C

Certificate of Formation

EXHIBIT D

Form of First Source Agreement

The public hearing on this ordinance is now open.

There were no requests to be heard.

Hudley – Cox Motion to close public hearing.

Adopted

Hudley – Cox Motion to adopt this ordinance on second reading after public hearing.

Adopted
No: Inman

8. Acting President Burgess: An ordinance approving an application for a long term tax exemption and authorizing a financial agreement with Chancellor and Union Urban Renewal, LLC for 722 Chancellor Avenue will be heard at this time. For the record, this notice of hearing is identical to the second notice that was read. The Clerk will read the Ordinance by title.

**ORDINANCE OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, NEW JERSEY
APPROVING AN APPLICATION FOR A LONG-TERM TAX EXEMPTION AND
AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH CHANCELLOR
AND UNION URBAN RENEWAL, LLC**

WHEREAS, the Municipal Council (the **“Township Council”**) of the Township of Irvington (the **“Township”**), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the **“Redevelopment Law”**), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone, (the **“UEZ”**) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the **“UEZ Act”**); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the **“UEZ Rehabilitation Area”**) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area, (as amended, the **“Redevelopment Plan”**) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in the Redevelopment Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, Chancellor and Union Urban Renewal, LLC (the **“Entity”**) is the contract purchaser of certain property located within the UEZ, which property is identified on the official tax map of the Township as Block 299, Lot 20 and identified in the Township tax records as 722 Chancellor Avenue (the **“Property”**); and

WHEREAS, the Entity proposes to acquire the property and to undertake the design, development, financing, construction and maintenance of a new affordable housing complex consisting of approximately 56 apartment units (comprised of approximately sixteen (16) one-bedroom units, twenty-four (24) two-bedroom units and sixteen (16) three bedroom units) approximately five of which apartment units shall be set-aside for developmentally disabled individuals, approximately 1,600 square foot community space, related residential amenities and associated parking on the Property, (the **“Project”**); and

WHEREAS, in order to ensure the financial feasibility of the Project, the Entity made application to the Township requesting a long-term tax exemption and financial agreement pursuant to the Long-Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the **“Exemption Law”**), which application is on file with the Municipal Clerk (the **“Application”**); and

WHEREAS, Section 5(g) of the Redevelopment Law states that in a municipality in which an enterprise zone has been designated pursuant to the requirements of the UEZ Act, “the execution of the actions prescribed in that act . . . shall be considered sufficient for the determination that the area is in need of redevelopment . . . for the purpose of granting tax exemptions within the urban enterprise zone district”; and

WHEREAS, the Township Council, by resolution dated December 13, 2011, designated the UEZ Rehabilitation Area as an area in need of redevelopment solely for the purpose of granting tax exemptions pursuant to the Exemption Law; and

WHEREAS, the Entity has represented to the Township that the Project would not be feasible in its intended scope but for the provision of financial assistance by the Township; and

WHEREAS, pursuant to *N.J.S.A. 40A:20-8*, the Mayor has reviewed the Application and has submitted the Application and Financial Agreement to the Township Council with his recommendation for approval; and

WHEREAS, after review of the Application, the Township Council now desires to approve the Application and to authorize the execution of the proposed form of financial agreement (the “**Financial Agreement**”) in substantially the form attached hereto as Exhibit A; and

WHEREAS, as fully set forth in the Financial Agreement, the Township has determined that the benefits to the Township accruing as a result of the Project outweigh any costs to the Township resulting from the tax exemption granted herein; and

WHEREAS, the Township hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance,

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the Township of Irvington that:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. APPLICATION FOR EXEMPTION APPROVED

The Application, which is on file with the Municipal Clerk and which has been recommended for approval to the Council by the Mayor, is hereby accepted and approved.

III. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED

- (d) The Mayor is hereby authorized to execute the Financial Agreement, substantially in the form as it has been presented to the Council, and attached hereto as Exhibit A, subject to modification or revision deemed necessary or appropriate by the Township in consultation with counsel.
- (e) The Municipal Clerk is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section III(a) hereof, to attest to the

signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

- (f) In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the Municipal Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Essex County and to the Essex County Counsel for informational purposes, as well as to the Tax Assessor of the Township.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

V. AVAILABILITY OF THE ORDINANCE

A copy of this Ordinance shall be available for public inspection at the offices of the Township.

VI. EFFECTIVE DATE

This Ordinance shall take effect according to law.

REDEVELOPMENT AGREEMENT

By and Between

TOWNSHIP OF IRVINGTON

And

CHANCELLOR AND UNION URBAN RENEWAL, LLC

Dated: _____, 2019

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**” or “**Redevelopment Agreement**”) made this __ day of _____, 2019 (the “**Effective Date**”) by and between the:

TOWNSHIP OF IRVINGTON, a public body corporate and politic of the State of New Jersey, having its offices at Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 in its capacity as a “redevelopment entity” pursuant to *N.J.S.A. 40A:12A-4(c)* (hereinafter, the “**Township**”);

AND

CHANCELLOR AND UNION URBAN RENEWAL, LLC, a New Jersey limited liability company, with principal offices located at 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115, together with permitted successors or assigns (hereinafter, the “**Redeveloper**”). Township and Redeveloper, each a “**Party**”, are collectively referred to herein as the “**Parties**”:

WITNESSETH

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the “**UEZ Act**”); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Redevelopment Law authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of rehabilitation” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4*, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in the UEZ Rehabilitation Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, the Redeveloper is the contract purchaser of certain property located within the UEZ, which property is identified on the official tax map of the Township as Block 299, Lot 20 and identified in the Township tax records as 722 Chancellor Avenue (the “**Property**”); and

WHEREAS, the Redeveloper has submitted to the Township its plans for the acquisition of the Property and the design, development, financing, construction and maintenance of a new affordable housing complex consisting of approximately 56 apartment units (comprised of approximately sixteen (16) one-bedroom units, twenty-four (24) two-bedroom units and sixteen (16) three bedroom units), approximately five of which apartment units shall be set-aside for special needs individuals, an approximately 1,600 square foot community space, related residential amenities and associated parking on the Property (the “**Project**”, as further described in Exhibit A); and

WHEREAS, the apartment units shall be maintained and deed-restricted as affordable units, reserved for residents with a household income at or below 60% of the area median income for Essex County (the “**AMI**”), for a period of thirty (30) years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.*, (the “**Affordable Housing Units**”), which shall be subject to “**Affordability Controls**” as set forth herein; and

WHEREAS, approximately six (6) of the Affordable Housing Units will be set aside for residents with a household income at or below 30% AMI and approximately five (5) of the Affordable Housing Units shall be set-aside for special needs individuals; and

WHEREAS, Redeveloper desires to be designated by the Township as the “redeveloper” (as defined in the Redevelopment Law) for the Property, and has provided information evidencing financial responsibility and capability, a concept plan and a construction schedule with respect to the Project; and

WHEREAS, the Township Council has determined that the Redeveloper meets all necessary criteria, including financial capabilities, experience, expertise and project concept descriptions, and, as a result, has determined to engage in negotiations with Redeveloper for the purpose of entering into this Agreement; and

WHEREAS, Redeveloper has agreed to implement the Redevelopment Plan to effectuate the Project and in connection therewith, Redeveloper has agreed to devote substantial assets and funds to complete the Project; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township has determined to enter into this Agreement with Redeveloper, which specifies the rights and responsibilities of the Township, and specifies the rights and responsibilities of Redeveloper with respect to the Project,

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties, each binding itself, its successors and assigns (as and if permitted as set forth herein), do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Governing Law. This Agreement shall be governed by the provisions of (a) the Redevelopment Law and such other statutes as may be the sources of relevant authority and (b) all other Applicable Laws (as defined herein).

Section 1.02 Definitions. Words that are capitalized, and which are not the first word of a sentence, are defined terms. As used in this Agreement, defined terms shall have the meaning assigned to such terms as set forth below.

- (a) The following terms shall have the respective meanings ascribed to such terms in the preambles and recitals hereto:

Affordable Housing Units

Agreement

Effective Date

Parties

Party

Project

Property

Redeveloper

Redevelopment Agreement

Redevelopment Law

Redevelopment Plan

Township

Township Council

UEZ

UEZ Act

UEZ Rehabilitation Area

(b) The following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“**Affiliate**” means with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, or by contract or otherwise.

“**Affordability Controls**” shall mean restrictions set on rents and tenant income limits on the Affordable Housing Units to be administered by the Redeveloper or its designee, compliance with which will be enforced by the Township or its delegated agent, subject to a deed restriction for a term of thirty (30) years, as set forth in Section 4.09 herein.

“**AMI**” shall mean the area median income for Essex County, as such AMI is promulgated from time to time by the U.S. Department of Housing and Urban Development.

“**Applicable Law(s)**” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment Law, the Municipal Land Use Law, the Fair Housing Act, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“**Building Permit**” shall mean a building permit issued by or on behalf of the Township for the Project.

“Certificate of Completion” means written acknowledgement by the Township in recordable form that the Redeveloper has Completed Construction of the Project in accordance with the requirements of this Agreement.

“Certificate of Occupancy” shall mean a temporary or permanent certificate of occupancy as defined in the applicable section of the municipal code of the Township and the applicable provisions of the Uniform Construction Code.

“Commencement,” “Commence Construction,” or “Commencement of Construction” shall mean the date on which the construction force and machinery is mobilized for construction of the Project on the Property.

“Completion,” “Completion of Construction,” or “Complete Construction,” shall mean the completion of construction of the Project in accordance with the Redevelopment Plan and this Redevelopment Agreement, sufficient for issuance of a Certificate of Occupancy and subject only to installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

“Completion Date” shall be as defined in Section 4.03(a).

“Declaration of Covenants and Restrictions” shall mean the filing with the office of the Essex County Register of: (i) a notice of the covenants as set forth in Sections 3.02 of this Agreement and (ii) notice as to the existence of this Agreement by and between the Township and Redeveloper, substantially in the form as attached hereto as Exhibit C.

“Effective Date” shall mean the date this Redevelopment Agreement is executed by both the Township and the Redeveloper.

“Environmental Laws” means all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”) (42 U.S.C. §§ 9601- 9675); the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (the “**Spill Act**”) (*N.J.S.A.* 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended (“**ISRA**”) (*N.J.S.A.* 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substances Act (*N.J.S.A.* 58:10A-21 *et seq.*), the New Jersey Water Pollution Control Act (*N.J.S.A.* 58:10A-1 *et seq.*); the New Jersey Environmental Rights Act (*N.J.S.A.* 2A:35A-1 *et seq.*); the New Jersey Site Remediation Reform Act (*N.J.S.A.* 58:10C-1 *et seq.*); and the rules and regulations promulgated under any of the foregoing.

“Escrow Account” shall be as defined in Section 4.07(c).

“Escrow Agreement” shall be as defined in Section 4.07(c).

“**Escrow Deposit**” shall be as defined in Section 4.07(c).

“**Event of Default**” shall be as defined in Section 5.01.

“**Extension Notice**” shall be as defined in Section 7.05(b).

“**Fair Housing Act**” shall mean *N.J.S.A. 52:27D-301, et seq.*

“**FMR**” shall be as defined in Section 4.09

“**Force Majeure**” shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Redeveloper or the Township. Compliance with municipal laws regulating land use and construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall not be considered or construed as events of Force Majeure. Economic factors and market conditions shall also not be considered or construed as events of Force Majeure.

“**Governmental Approvals**” shall mean all governmental approvals issued by a Governmental Body required for the construction of the Project, including, without limitation: the final site plan with respect to the development of the Project submitted to, and approved by, the Planning Board or its successor, in accordance with the Municipal Land Use Law; county planning board approvals; construction plans and specifications for the obtaining of building permits for the proposed construction; environmental approvals, consents and authorizations from the NJDEP and any other applicable agencies; sewerage capacity approvals, utilities-related permits and any and all other necessary permits, licenses, consents and approvals.

“**Governmental Body**” means any federal, State, county or local agency, department, commission, authority, court or tribunal and any designee or successor thereto, exercising executive, legislative, judicial or administrative functions of or pertaining to government, including without limitation, the Township and State.

“**HUD**” means the U.S. Department of Housing and Urban Development.

“**Infrastructure Improvements**” shall mean the preparation and installation on, in, under and to the Property of any on-site or off-site infrastructure required under this Agreement, or by the Planning Board as a condition of land use approvals, if any.

“**Municipal Land Use Law**” shall mean *N.J.S.A. 40:55D-1 et seq.*

“**NJDEP**” shall mean the New Jersey Department of Environmental Protection.

“**Notice**” shall be as defined in Section 7.03.

“Person” shall mean any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, trust, unincorporated association, institution, public or Governmental Body or any other entity.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or the Redevelopment Plan depending on the context of its use in this Agreement.

“Planning Board” shall mean the Planning Board of the Township.

“Project Costs” shall be as defined in Section 4.07(a).

“Project Improvements” means all buildings, structures, improvements and amenities for the Commencement and Completion of the Project, and any additional work incidental thereto and/or such work as maybe required in connection with permits and approvals, including Infrastructure Improvements, if any, all of which shall be consistent with the Redevelopment Plan and any approved site plan.

“Rehabilitation Area” shall mean the UEZ Rehabilitation Area designated as an area in need of rehabilitation by the Township Council in accordance with the Redevelopment Law.

“Remediate” or **“Remediation”** means the performance and completion of all investigations and cleanup, and any and all other activities necessary or required for the cleanup or containment of hazardous substances, known or unknown, on, under, or migrating to or from the Property, in accordance with Applicable Laws, Environmental Law and Governmental Approvals.

“State” shall mean the State of New Jersey.

“Termination Notice” shall be as defined in Section 5.02.

“Transfer” shall mean, prior to Completion of the Project, (i) a sale or conveyance of all or any portion of the Property or Project, or interest therein, by the Redeveloper to any other Person; (ii) a sale, pledge, joint venture, equity investment, or any other act or transaction involving or resulting in a change in Control of the Redeveloper as it exists on the date of this Redevelopment Agreement; or (iii) any assignment of this Redevelopment Agreement to any other Person.

“Township Costs” shall be as defined in Section 4.07(b).

“Uniform Construction Code” shall mean Chapter 23 of Title 5 of the New Jersey Administrative Code.

Section 1.3 Interpretations and Construction. In this Agreement, unless the context otherwise requires:

- (a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term

“heretofore” means before the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.”

(d) The terms “agree,” “agreements,” “approval” and “consent” when used in this Agreement shall be deemed to be followed by the phrase “which shall not be unreasonably withheld, conditioned or unduly delayed,” except or unless the context or the express terms of this Agreement may otherwise provide, specify or dictate.

(e) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

(f) All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.

(g) All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the Township. The Township hereby makes the following representations and warranties:

(a) The Redevelopment Plan and the designation of the Rehabilitation Area have been duly adopted in compliance with all Applicable Laws and are currently in full force and effect;

(b) The Township is a municipal corporation, duly organized and existing under the laws of the State, that has the legal power, right and authority pursuant to the Redevelopment Law to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder;

(c) The Township has authorized the execution of this Redevelopment Agreement by resolution, and has duly executed this Redevelopment Agreement;

(d) The Township represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Agreement or any action or act taken or to be taken by the Township hereunder pursuant to the Redevelopment Plan or this Agreement; and

(e) The use(s) of the Property, as contemplated by this Agreement, are authorized by the Redevelopment Law, Applicable Laws and the Redevelopment Plan.

Section 2.02 Representations and Warranties of Redeveloper. Redeveloper hereby makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Redevelopment Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as of the date of this Redevelopment Agreement;

(b) The Redeveloper is a duly organized and a validly existing legal entity under the laws of the State and all necessary consents have been duly adopted to authorize the execution and delivery of this Redevelopment Agreement and to authorize and direct the persons executing this Redevelopment Agreement to do so for and on the Redeveloper's behalf;

(c) No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date;

(d) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed;

(e) Neither Redeveloper nor its members or officers have been convicted in a criminal proceeding, or are a named subject in a pending criminal proceeding (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals and members of Redeveloper, are not a target of a criminal investigation and no indictment has been returned against the Redeveloper or any officer or member of the Redeveloper;

(f) The Redeveloper's execution and delivery of this Redevelopment Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of the Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to

which the Redeveloper is a party;

(g) Subject to obtaining construction financing, the Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating, and maintaining the Project;

(h) To the best of the Redeveloper's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(i) To the best of the Redeveloper's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the Township and its agents, including but not limited to, McManimon, Scotland & Baumann, LLC and NW Financial, LLC, are true and correct in all respects. The Redeveloper acknowledges that the facts and representations contained in the information, submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement;

(j) To the best of the Redeveloper's knowledge and belief after diligent inquiry, the Redeveloper is not delinquent with respect to any taxes, payments in lieu of tax, service charge, or similar obligations owed to the Township for any property situated in the Township;

(k) Neither Redeveloper nor its members directly or beneficially, is a party to or beneficiary of any contract or agreement with the Township which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the Township alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the Township; and

(l) Neither Redeveloper nor its members has violated any Township, State or federal ethics law and entering into this Agreement will not cause any such violation or result in a conflict of interest.

ARTICLE 3

COVENANTS AND RESTRICTIONS

Section 3.01 Covenants and Restrictions. Upon Redeveloper's acquisition of the Property, the Township shall record the Declaration of Covenants and Restrictions with the Essex County Register's Office at the cost and expense of the Redeveloper.

Section 3.02 Description of Covenants. The covenants to be imposed upon Redeveloper, its successors and assigns, and recorded in the form of a Declaration of Covenants and Restrictions, as

attached hereto as Exhibit C, shall set forth that the Redeveloper and its successors and assigns covenant and agree that:

(a) Redeveloper shall develop, finance, construct, operate and maintain the Project on the Property in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Agreement.

(b) Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

(c) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(g) Redeveloper shall promptly pay the Township Costs and any and all taxes, service charges or similar obligations when owed to the Township with respect to the Property and any other property owned by the Redeveloper situated in the Township.

(h) Redeveloper shall comply with all obligations of Redeveloper under Section 4.06 of the Redevelopment Agreement.

(i) Redeveloper shall manage, operate and restrict the rental of Affordable Housing Units in accordance with the Affordability Controls established in Section 4.09 of the Redevelopment Agreement.

Section 3.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in in this Article 3 shall be covenants running with the land and be referenced in any deeds, leases, or other documents of conveyance for the Property. All covenants in Section 3.02, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against

Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof.

The covenants and restrictions contained in this Article 3 shall cease and terminate upon issuance of the Certificate of Completion for the Project, provided however, that the covenant in Section 3.02(c) shall remain in effect without limitation as to time, the covenant in 3.02(h) shall remain in effect in accordance with the terms of Section 4.06 of this Agreement and the covenant in 3.02(i) shall remain in effect in accordance with the terms of Section 4.09 of this Agreement. Upon Completion of the Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of *N.J.S.A. 40A:12A-9* shall be deemed to have been satisfied with respect to the Project.

Section 3.04. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.02 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

ARTICLE 4

PROJECT DETAILS

Section 4.01 General Scope of Project. It is understood and agreed by and between the Parties that Redeveloper has the right to undertake the redevelopment of the Project on the Property consistent with the terms of Applicable Laws, Government Approvals, the Redevelopment Plan, and this Agreement. All activities performed under this Agreement shall be provided in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the nature of the Project.

Section 4.02 Description of Project. Redeveloper agrees, at its sole cost and expense, to acquire the Property and to undertake the design, development, financing, construction and maintenance of a new affordable housing complex consisting of approximately 56 apartment units (comprised of approximately sixteen (16) one-bedroom units, twenty-four (24) two-bedroom units and sixteen (16) three bedroom units) approximately five of which apartment units shall be set-aside for special needs individuals, an approximately 1,600 square foot community space, related residential amenities and associated parking on the Property.

Section 4.03 Redeveloper Deadline: Governmental Approvals, Commencement of Construction and Completion of Construction. The Project Schedule, attached hereto as Exhibit B, shall control the Commencement, progress, and Completion of the Project. Redeveloper shall use commercially reasonable efforts, subject to obtaining Governmental Approvals, to Commence Construction no later than the date set forth in the Project Schedule.

(a) Redeveloper shall use all diligent effort to Complete the Project in accordance with the Project Schedule.

(b) Should Redeveloper fail to adhere to the Project Schedule for any reason or determines that it will fail to meet the deadlines under the Project Schedule for any reason, Redeveloper shall promptly provide written notice to the Township stating: (i) the reason for the failure or anticipated failure to meet the Project Schedule, (ii) Redeveloper's proposed method for correcting such failure, (iii) Redeveloper's proposal for revising the Project Schedule and (iv) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant Project Schedule deadlines. In such event the Township may, in its sole but reasonable discretion, consent to the modification of the Project Schedule. If the Township does not so consent and Redeveloper fails to meet the Project Schedule, then Redeveloper shall be in default hereunder.

Section 4.03. Certificates of Occupancy and Certificates of Completion.

(a) Upon Completion of Construction pursuant to Section 4.02, Redeveloper shall apply to the appropriate Governmental Body for a Certificate of Occupancy. The date when Redeveloper has achieved the Completion of the Project (the "**Completion Date**") shall be the date Redeveloper has obtained a Certificate of Occupancy for all of the Project Improvements.

(b) Following the issuance of all Certificates of Occupancy and the satisfaction of the terms and conditions of this Agreement, the Township agrees to issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants with respect to the Project in this Agreement and the Redevelopment Plan with respect to the obligations of Redeveloper to construct the Project within the dates for completion of same. Within 30 days after written request by Redeveloper, the Township shall provide Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts will be necessary in the reasonable opinion of the Township in order for Redeveloper to be entitled to the Certificate of Completion.

Section 4.04 Prohibition against Suspension, Discontinuance or Termination. Redeveloper shall not suspend or discontinue its performance of its obligations under this Agreement or terminate this Agreement (other than in the manner provided for herein) for any reason except to the extent permitted by Section 5.03 and/or Section 7.05(b), and then only to the extent and for the period of time permitted by Section 5.03 and/or Section 7.05(b).

Notwithstanding the foregoing, in the event that the Redeveloper encounters unforeseen environmental contamination or geotechnical conditions during development of the Project and the cost to remediate such unforeseen environmental contamination and/or geotechnical conditions would cause the Project to become not economically viable, then in such event the Redeveloper may terminate this Agreement provided that the Redeveloper has consulted with and obtained the agreement of the Township to termination, which agreement to such termination shall not be unreasonably withheld.

Section 4.05 Infrastructure Improvements. Redeveloper will design and construct any Infrastructure Improvements in a good and workmanlike manner and materially in accordance with all Applicable Laws, as applicable. Redeveloper acknowledges the presence of certain existing utility structures, including but not limited to electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities, and agrees to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and easements therefor, in order to complete the Project as provided by this Redevelopment Agreement. Site plan approval may be conditioned upon other on-site and off-site improvements specific to the Project, consistent with the authority of the Planning Board and consistent with the Municipal Land Use Law. The Township makes no representation that the necessary infrastructure to support the Project exists at the Property; any infrastructure needed is to be constructed at Redeveloper's sole cost and expense.

Section 4.06 Community Benefits. The Redeveloper, in support of the Township's art initiatives, shall make a contribution to the Township in the amount of TWENTY-FIVE THOUSAND and 00/100 (\$25,000) DOLLARS. The contribution will be made annually, in five (5) equal installments of FIVE THOUSAND and 00/100 (\$5,000) DOLLARS. The first contribution shall be payable upon submission of the first Building Permit application for the Project, with each successive installment payable on each anniversary thereafter. It is the intent of the Township to use such contribution for the development and advancement of the Township's art initiative. However, said contribution shall be used, at the sole discretion of the Township, for any lawful purpose.

Section 4.07 Redeveloper Financial Commitment. Redeveloper represents and warrants it will commit the requisite equity and debt financing in an amount necessary to Complete the Project.

(a) Project Costs. All costs of implementing and Completing the Project, including but not limited to the cost of obtaining all Governmental Approvals, the cost of designing and constructing all Project Improvements, all financing costs, all marketing and leasing costs for the Project, (collectively, the "**Project Costs**") shall be borne by Redeveloper. Unless otherwise specifically set forth herein, the Township shall not be responsible for any costs associated with the Project

(b) Township Costs. The Redeveloper agrees that it will reimburse the Township for (i) all Township Costs in accordance with the terms hereof. Redeveloper agrees to provide funding for all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project; (ii) all litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, to satisfy its obligations under this Redevelopment Agreement or in furtherance of the Project (the "**Township Costs**"). Township Costs shall not include charges for services performed in the ordinary course of employment by Township employees. This Agreement supersedes any and all prior funding arrangements with the Township as to such matters, if applicable.

(c) Escrow Account. Redeveloper represents that it will make timely payment or reimbursement to the Township of the Township Costs. Concurrent with the Effective Date of this

Redevelopment Agreement, the Redeveloper has established with the Township an escrow account (the “**Escrow Account**”) having an initial balance of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS to cover the Township Costs (the “**Escrow Deposit**”). Attached to this Agreement as Exhibit D is a description of the agreed upon procedure to be utilized in establishing, funding and replenishing the Escrow Account and in making disbursements therefrom.

The Parties previously executed an escrow agreement dated _____, 2019 (the “**Escrow Agreement**”), which established an escrow account to pay Township Costs prior to the date of this Agreement. To the extent there is any balance in that escrow account as of the date hereof, such balance shall be transferred to the Escrow Account and shall be credited against the initial required balance set forth above. To the extent there is a deficiency in that escrow account to pay for such costs incurred prior to the date of this Agreement that are required to be paid in accordance with the terms of the Escrow Agreement, then such costs shall be paid from the funds in the Escrow Account in accordance with the terms hereof. The Escrow Agreement is hereby terminated. This Agreement supersedes any and all prior funding arrangements with the Township as to such matters, if applicable.

Section 4.08 No Rights in Third-Party Beneficiaries. Notwithstanding any of the foregoing, this Agreement does not and will not confer any rights, remedies or entitlements upon any third person or entity other than the Parties and their respective successors and assigns. This Agreement is for the exclusive benefit and convenience of the Parties hereto.

Section 4.09 Affordable Housing

(a) Affordable Housing Units. Redeveloper shall maintain and deed-restrict as affordable, all residential units of the Project, except the residential unit reserved for the building superintendent. These Affordable Housing Units shall be reserved for residents with a household income at or below 60% of AMI for a period of thirty (30) years from the issuance of the Certificate of Occupancy, in accordance with the Fair Housing Act. Redeveloper shall set aside approximately six (6) Affordable Housing Units for residents with a household income at or below 30% AMI, and approximately five (5) Affordable Housing Units shall be reserved for special needs individuals.

(b) Affordability Controls. Redeveloper acknowledges and agrees that the restrictions governing the marketing, selection of applications, rent and affordability of the Affordable Housing Unit shall be governed by and consistent with those utilized and approved by the Township of Irvington, Department Of Economic Development And Grants Oversight, Department of Community Development and Planning or such other department or division of the Township as may be designated in implementing the Township’s affordable housing programs. Redeveloper does hereby covenant and agree to comply with all regulations, restrictions and controls as may be required and to execute any affordable housing agreement(s) or other documents which may be required by the Township in order to maintain the aforementioned Affordability Controls, which shall include recording a deed restriction that restricts the rent or use of the units as Affordable Housing Unit to those households at or below sixty percent (60%) of the AMI established and published annually by HUD for Essex County, for a term which shall be thirty (30) years. Redeveloper agrees that the rents for each Affordable Housing Unit shall under no circumstances exceed the Fair Market Rents (“FMR”) established annually by HUD for the relevant bedroom size.

ARTICLE 5

EVENTS OF DEFAULT; TERMINATION

Section 5.01. Events of Default. Any one or more of the following shall constitute an “**Event of Default**” hereunder, subject to Force Majeure extension as provided in Section 5.03:

(a) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Agreement as a “Default” or a “default”, and except as otherwise specified below the continuance of such Default for a period of thirty (30) days after Notice from the Township specifying the nature of such Default and requesting that such Default be remedied; *provided, however*, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Agreement specifically provides otherwise.

(b) Redeveloper’s failure or refusal to make any payment or deposit of funds required hereunder as and when required, which shall be remedied within ten (10) days.

(c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper, (1) has made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; or (iv) Redeveloper shall have suspended the transaction of its usual business.

(d) Redeveloper (i) fails to perform its obligations with respect to implementation of the Project in accordance with this Agreement, including but not limited to failure to Commence Construction or Complete Construction in accordance with this Agreement; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Township.

(e) Redeveloper’s failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within ten (10) days of Notice by the Township.

(f) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage.

Section 5.02. Remedies Upon Event of Default. Whenever any Event of Default of Redeveloper shall have occurred, the Township may, on written notice to Redeveloper (a “**Termination Notice**”) terminate this Agreement and Redeveloper’s designation as Redeveloper hereunder, and take

whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of Redeveloper under this Agreement.

Section 5.03. Force Majeure Extension. For the purposes of this Agreement, neither the Township nor Redeveloper shall be considered in breach or in default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the delay; *provided, however*, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event.

Section 5.04 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by the Township in asserting any of its rights or remedies as to any default by Redeveloper, shall not operate as a waiver of such default, or of any such rights or remedies, or to deprive the Township of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 5.05 Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 5.06 Termination Rights Related to Litigation. If third party litigation is commenced challenging the validity of (i) the designation of the Rehabilitation Area, (ii) the Redevelopment Plan, or (iii) the execution of this Agreement by the Township, the commencement of such litigation shall be a Force Majeure Event effective as of the date of the filing of the summons and complaint if Redeveloper invokes the Force Majeure provisions this Agreement; *provided, however*, that (a) if such litigation is finally determined in favor of the plaintiff with no further opportunity for appeal, then either Party may terminate this Agreement by written notice to the other, and (b) if such litigation is not finally determined (inclusive of the expiration of any applicable appeal period) but the Force Majeure Extension has been in effect for at least eighteen (18) months from the date the complaint was filed, either Party may elect to terminate this Agreement.

ARTICLE 6

INSURANCE

Section 6.01 General Requirements. From and after the date of execution of this Agreement, Redeveloper shall provide and maintain, or cause to be maintained, insurance for the Property in the Redevelopment Area as provided below until a Certificate of Completion has been issued with regard to the Project.

Redeveloper shall furnish the Township with satisfactory proof that it has obtained the insurance described below from insurance companies or underwriters reasonably satisfactory to the Township. The Township shall be named as an additional insured party under all such insurance policies, except the insurance for workers compensation. Redeveloper shall furnish to the Township certificates for the

following types of insurance showing the type, amount, and class of operations insured, and the effective and expiration dates of the policies. The certificates shall be submitted promptly upon execution of this Redevelopment Agreement and Redeveloper shall not be entitled to exercise any rights hereunder until the certificate has been received and verified. Specific reference to this Redevelopment Agreement shall be made in all policies.

Section 6.02 Insurance Required.

(a) (i) All insurance policies required by this Article 6 shall be obtained from insurance companies licensed to conduct business in the State and rated at least A- in Best's Insurance Guide.

(ii) All insurance policies required by this Article 6 shall be non-assessable and shall contain language to the effect that (1) the policies are primary and noncontributing with any insurance that may be carried by the Township, (2) to the extent available, that the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the Township, and (3) the Township shall not be liable for any premiums or assessments. All such insurance shall have commercially reasonable deductibility limits. Redeveloper shall be responsible for paying any deductible amount under all insurance policies.

(b) Redeveloper shall furnish or cause to be furnished to the Township evidence satisfactory to the Township of Commercial General Liability Insurance, and Umbrella Excess Liability Coverage, insuring Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the Property in the Redevelopment Area, or related to the construction thereon, including claims made by subcontractor personnel, in an amount consistent with the size of the Project. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the Township as an additional insured and to provide that such coverage shall be primary. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Township.

(c) Redeveloper shall furnish or cause to be furnished to the Township evidence satisfactory to the Township of Builder's Risk Insurance for the benefit of Redeveloper (subject to the interests of any lender), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief.

(d) Redeveloper shall furnish or cause to be furnished to the Township evidence satisfactory to the Township that any contractor with whom it has contracted for the construction of the Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, which shall be endorsed with a waiver of subrogation clause for the Township.

(e) Redeveloper shall furnish or cause to be furnished to the Township evidence reasonably satisfactory to the Township that any consultant with whom it has contracted for the design of the Project carries errors and omissions insurance, naming the Township as an additional insured, with limits reasonably acceptable to the Township.

Section 6.03 Other Insurance. To the extent required by any Project tenant, or that Redeveloper obtains financing for the Project and such lender requires that Redeveloper obtain insurance for the Project, such insurance obtained by Redeveloper as a condition of the financing shall be deemed to satisfy the above requirements of this Article 6 so long as the Township is named as additional insured as its interests appear under such policies, with limits reasonably acceptable to the Township.

ARTICLE 7

MISCELLANEOUS

Section 7.01 No Consideration for Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Agreement.

Section 7.02 Non-Liability of Officials and Employees of the Township and Redeveloper. No member, official or employee of the Township shall be personally liable to Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to Redeveloper or its successor, or on any obligation under the terms of this Agreement.

Section 7.03 Notices. Formal notices, demands and communications (“**Notice**”) between the Township and Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written Notice.

Copies of all notices, demands and communications shall be sent as follows:

To Township: Township of Irvington
Attn: Musa A. Malik, Esq., Business Administrator
1 Civic Square
Irvington, New Jersey 07111

With copies to: Township of Irvington
Attn: Kyana Woolridge, Esq., Director
Department of Community Development
660 Stuyvesant Avenue
Irvington, New Jersey 07111

and

McManimon, Scotland & Baumann, LLC
Attn: Glenn F. Scotland, Esq.
75 Livingston Avenue, Second Floor

Roseland, New Jersey 07068

To Redeveloper: Chancellor and Union Urban Renewal, LLC
1228 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

With copies to: Connell Foley LLP
Attn: Jennifer M. Carrillo-Perez, Esq.
Harborside 5
185 Hudson Street, Suite 2510
Jersey City, New Jersey 07311

Section 7.04 Indemnification and Environmental Obligations.

(a) Redeveloper, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Township, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting from or in connection with (i) any breach by Redeveloper or its agents, employees or consultants, of Redeveloper's obligations under this Agreement, or (ii) the acts or omissions of Redeveloper or of Redeveloper's agents, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project, provided, however, that no indemnification shall be required pursuant to this Section 7.04 in the event that the indemnification otherwise due pursuant to this Section 7.04 is attributable to the gross negligence of the Township. This Section shall survive termination of this Redevelopment Agreement.

(b) The Parties hereby expressly acknowledge that the Township has made no representation as to the environmental condition of any part of the Property. The Parties hereto further expressly acknowledge and agree that to the extent any portion of the Property requires Remediation, or causes any other property to require Remediation, the Township shall have no responsibility therefor. The Parties hereto expressly agree and acknowledge that it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all Remediation, compliance, environmental testing, and/or other analyses for the Property, and that the Township has no obligation or liability whatsoever with respect to the environmental condition of the Property, or any other parcels which may claim contamination arising from the Property. The Redeveloper shall defend, protect, indemnify and hold harmless the Township and its agents from any claims which may be sustained as a result of any environmental conditions on, in, under or migrating to or from the Property, including, without limitation, claims against the Township and its agents by any third party.

Section 7.05 Contingency for Approvals of Project, Government Approvals and/or Building Permits.

(a) Approvals. Redeveloper's final obligation to Commence Construction of the Project is contingent upon the ability of Redeveloper to: (i) obtain the Township's full and final approval of the Project

for the subject Property (ii) obtain all required final Governmental Approvals which are necessary to develop the Property. This shall include all final and non-appealable contractual arrangements, approvals, licenses, agreements, permits and authorizations required for the lawful use, construction, ingress and egress, drainage, utilities, sewer and water capacity, parking and signage necessary by Redeveloper to develop the Property in the configuration and design set forth by Redeveloper in its Plans and applications. Notwithstanding the forgoing, if such approvals set forth in this Section 7.05(a) are not obtained by April 15, 2020, the Township may, in its sole discretion, terminate this Agreement.

(b) Approval Period Extension. During the process of construction, provided Redeveloper has submitted applications for various building permits and any other required Government Approvals necessary from the Township pursuant to the approved Plans; and is diligently pursuing same and they are delayed through no fault of Redeveloper, Redeveloper, upon written notice to Township (“**Extension Notice**”), shall be entitled to one (1) automatic extension comprised of a maximum period of ninety (90) days in order to complete the process necessary to achieve a Certificate of Completion and Certificate of Occupancy.

Section 7.06 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by Redeveloper and the Township.

Section 7.07 Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

Section 7.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

Section 7.09 Severability. The validity of any Articles and Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

Section 7.10 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and upon each Party’s successors and assigns.

Section 7.11 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Redevelopment Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Essex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Essex County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims

relating to or arising out of this Redevelopment Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

Section 7.12 Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

Attest: **TOWNSHIP OF IRVINGTON**

_____ By: _____
Tony Vauss, Mayor

Witness: **CHANCELLOR AND UNION URBAN RENEWAL, LLC**

_____ By: _____
Name:
Title:

LIST OF EXHIBITS

- A. PROJECT DESCRIPTION
- B. PROJECT SCHEDULE
- C. FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS
- D. ESCROW PROCEDURES

EXHIBIT A

PROJECT DESCRIPTION

722 Chancellor Avenue is a proposed 100%, affordable, family rental community that will be located on the corner of Chancellor Avenue and Union Avenue in the Township of Irvington, NJ. The project will consist of a new construction 5-story (4 residential stories over 1 story of parking) elevator building containing 56 apartments and related community space. The proposed height of the building will be approximately sixty feet (60') with an area of approximately 65,198 sq. ft. The 4 upper floors will

be wood construction, approximately 15,400 sf each, built on a structural slab (podium construction) of steel and concrete. The ground floor area will be approximately 3,600 sq. ft.

The community will serve residents with a household income at or below 60% of the area median income for Essex County (“AMI”), with six (6) units reserved for residents at or below 30% AMI. 5 units will be set aside for special needs individuals.

Amenities

All units will be energy star certified and will be modernly designed with ample amenities including central heating and air conditioning, luxury vinyl flooring, mini blinds, ample closet space, refrigerator, oven, and high-speed internet access.

Community Space

The project will have a beautifully designed approximately 1,600 square foot community room for resident events and social service programs. In addition, the community will feature a fitness center, laundry rooms, and a management office.

Bedroom Distribution

The project will include sixteen (16) one-bedroom units (of which one is a Superintendents unit), twenty-four (24) two-bedroom units and sixteen (16) three-bedroom units.

EXHIBIT B
PROJECT SCHEDULE

<i>Task</i>	<i>Start / Target Date</i>	<i>Finish</i>
Update Engineering Plans & Architectural Schematics	6/15/2019	7/20/2019
Complete Due Diligence, Studies, Reports and Investigations	6/1/2019	7/16/2019
Redevelopment Review Committee Meeting	7/23/2019	
Obtain Preliminary and Final Planning Board Approval	8/22/2019	
Submit LIHTC Application	9/12/2019	
Obtain LIHTC Award	12/11/2019	
Finalize Architectural Construction Drawings	12/11/2019	3/10/2020
Perfect Final Engineering & Obtain all Permits	12/11/2019	4/9/2020
Close on Real Estate & Financing	12/11/2019	4/15/2020
Building Permit	3/10/2020	4/15/2020

Construction	4/15/2020	8/15/2021
Obtain Certificate of Occupancy (C.O.\$) (Per Floor)	5/15/2021	8/1/2021
Lease Up	6/15/2021	12/30/2021
Total Project Schedule	30 months	2,5 years

EXHIBIT C**FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS**Record and Return to:

Aisha J. Cooper, Esq.

McManimon, Scotland & Baumann, L.L.C.

75 Livingston Avenue, 2nd Floor

Roseland, New Jersey 07068

DECLARATION OF COVENANTS AND RESTRICTIONS**Block 299, Lot 20****Township of Irvington, County of Essex**

This Declaration of Covenants and Restrictions (“**Declaration**”) is made this ____ day of _____, 2019 by **CHANCELLOR AND UNION URBAN RENEWAL, LLC**, with offices at 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115 (together with its permitted successors or assigns, the “**Redeveloper**”).

W I T N E S S E T H

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the “**UEZ Act**”); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Redevelopment Law authorizes municipalities to adopt a redevelopment plan for an area designated as an “area in need of rehabilitation” pursuant to which redevelopment projects are to be undertaken; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area (as amended, the “**Redevelopment Plan**”) in accordance with *N.J.S.A.* 40A:12A-7; and

WHEREAS, pursuant to *N.J.S.A.* 40A:12A-4, the Township has determined to act as the “redevelopment entity”, as such term is defined at *N.J.S.A.* 40A:12A-3, responsible for carrying out redevelopment projects in the UEZ Rehabilitation Area in accordance with the Redevelopment Plan, pursuant to *N.J.S.A.* 40A:12A-4(c); and

WHEREAS, the Redeveloper is the owner of certain property located within the UEZ, which property is identified on the official tax map of the Township as Block 299, Lot 20 and identified in the Township tax records as 722 Chancellor Avenue (the “**Property**”); and

WHEREAS, the Redeveloper has submitted to the Township its plans for the design, development, financing, construction and maintenance of a new affordable housing complex consisting of approximately 56 apartment units (comprised of approximately sixteen (16) one-bedroom units, twenty-four (24) two-bedroom units and sixteen (16) three bedroom units), approximately five of which apartment units shall be set-aside for special needs individuals, an approximately 1,600 square foot community space, related residential amenities and associated parking on the Property (the “**Project**”); and

WHEREAS, the apartment units shall be maintained and deed-restricted as affordable units, reserved for residents with a household income at or below 60% of the area median income for Essex County (the “**Affordable Housing Units**”), for a period of thirty (30) years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, *N.J.S.A.* 52:27D-301, et seq., and which shall be subject to “**Affordability Controls**” as set forth in the Redevelopment Agreement; and

WHEREAS, the Township by duly adopted resolution authorized the execution of an agreement with the Redeveloper for the development of the Project dated _____, 2019 (the “**Redevelopment Agreement**”) in accordance with *N.J.S.A.* 40A:12A-8(f) of the Redevelopment Law; and

WHEREAS, *N.J.S.A.* 40A:12A-9(a) of the LRHL requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that “. . . the owner shall construct only the uses established in the current redevelopment plan . . .”; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as a perpetual covenant by the Redeveloper and its successor or assigns not to unlawfully discriminate upon the basis of age, race color creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Redevelopment Area or any building or structures erected thereon; and

WHEREAS, the Redevelopment Agreement also provides that the Property, the Redevelopment Agreement, and Redeveloper’s interest therein shall not be transferable, subject to certain conditions,

prior to the issuance of a Certificate of Completion and further provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Restrictions and said declaration be recorded in the Essex County Register's Office; and

WHEREAS, the Redevelopment Agreement also establishes certain obligations of the Redeveloper in Section 4.06 thereof with respect to contributions required by Redeveloper and Section 4.09 thereof with respect to the Affordability Controls of the Affordable Housing Units, which obligations survive the expiration of the Agreement,

NOW THEREFORE, in consideration of the foregoing and in compliance with the requirements of the Redevelopment Agreement, Redeveloper, as owner of the Property, hereby declares as follows:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that:

(a) Redeveloper shall develop, finance, construct, operate and maintain the Project on the Property in accordance with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in the Redevelopment Agreement.

(b) Redeveloper shall not effect a Transfer without the written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

(c) Redeveloper shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(d) Redeveloper shall, upon Completion of Construction, obtain all Government Approvals required authorizing the occupancy and uses of the Property for the purposes contemplated in the Redevelopment Agreement.

(e) Redeveloper shall cause the Project to be developed, financed, constructed, operated and maintained at its sole cost and expense.

(f) Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

(g) Redeveloper shall promptly pay the Township Costs and any and all taxes, service charges or similar obligations when owed to the Township with respect to the Property and any other property owned by the Redeveloper situated in the Township.

(h) Redeveloper shall comply with all obligations of Redeveloper under Section 4.06 of the Redevelopment Agreement.

(i) Redeveloper shall manage, operate and restrict the rental of Affordable Housing Units in accordance with the Affordability Controls established in Section 4.09 of the Redevelopment Agreement.

Section 3. The covenants and restrictions set forth in Section 2 above shall be covenants running with the land until extinguished in accordance with the provisions of Section 5 below. All covenants in Section 2, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property to any part thereof. However, said covenants shall be binding on Redeveloper, its successors and assigns, respectively, only for such period as Redeveloper or any successor or party shall own, lease or occupy the Property, the buildings and structures thereon or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in this Declaration shall cease and terminate upon the issuance of a Certificate of Completion for the Project, provided however, that the covenant set forth in Section 2(c) of this Declaration shall remain in effect without limitation as to time, the covenant in 2(h) shall remain in effect in accordance with the terms of Section 4.06 of the Redevelopment Agreement and the covenant in 2(i) shall remain in effect in accordance with the terms of Section 4.09 of the Redevelopment Agreement, as the case may be.

Section 4. In amplification, and not in restriction of the provisions of Section 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the restrictions and covenants set forth in Section 2 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate.

Section 5. The covenants and restrictions set forth in Section 2 shall cease and terminate upon issuance of a final Certificate of Completion for the Project and recordation thereof in the Office of the Essex County Register.

Section 6. Upon the issuance and recording of the final Certificate of Completion, the conditions determined to exist at the time the Property was determined to be an area in need of redevelopment shall be deemed to no longer exist with respect to the Property, and the Property and improvements

constituting the Project shall no longer be subject to any covenant running with the land as to the Property.

[SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Redeveloper has executed this Declaration effective as of the date first above written.

Witness/Attest:

**CHANCELLOR AND UNION URBAN
RENEWAL, LLC**

Name:

Title:

Name:

Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : SS
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared _____, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the designated authorized signatory of **Chancellor And Union Urban Renewal, LLC**, the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

Notary or Attorney at Law
The State of New Jersey

EXHIBIT D

ESCROW PROCEDURES

Escrow Deposit. The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Redevelopment Agreement, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township, as “Escrowee,” pursuant to the terms of this Agreement.

Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Escrowee in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to the Redevelopment Agreement.

Payments from the Escrow Funds. (a) The Escrowee shall use the Escrow Deposit and all additions thereto to pay Township Costs in accordance with the provisions of the Redevelopment Agreement.

(b) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing services, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying the services performed. All professionals shall submit the required vouchers or statements to the Escrowee on a periodic basis in accordance with the schedule and procedures established by the Escrowee. If so requested by the Redeveloper, the professionals or the Escrowee shall simultaneously send an informational copy of each voucher or statement submitted to the Escrowee to the Redeveloper; *provided*, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

Accounting and Additional Deposits. Within three (3) business days after a written request by the Redeveloper is received by the Township Attorney, the Escrowee shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS, the Escrowee shall provide the Redeveloper with a notice of the insufficient Escrow Account balance. The Redeveloper shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, such deposit to be made within five (5) Business Days after the Escrowee's notice, failing which the Escrowee may unilaterally cease work without liability to the Redeveloper.

Close Out Procedures. Upon the issuance of a Certificate of Completion or other termination of the Redevelopment Agreement, the Redeveloper shall send written Notice by certified mail to the Escrowee requesting that the remaining balance of the Escrow Account be refunded, or otherwise applied in accordance with the provisions of the Redevelopment Agreement. After receipt of such notice, the professional(s) shall render a final bill to Escrowee within thirty (30) days, and if so requested shall send an informational copy simultaneously to the Redeveloper. Within thirty (30) days after receipt of the final bill the Escrowee shall pay all outstanding bills and render a written final accounting to the Redeveloper. This Section shall survive issuance of a Certificate of Completion or other termination of the Redevelopment Agreement.

Disputed Charges. (a) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written Notice to the Escrowee. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within thirty (30) days after the Redeveloper's receipt of the informational copy of the professional's voucher,

invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within thirty (30) days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section survive issuance of a Certificate of Completion or other termination of the Redevelopment Agreement.

(b) If the Escrowee and the Redeveloper cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Escrowee shall not pay the disputed charges out of the escrow account but may continue to pay undisputed charges out of the escrow account.

The terms of this exhibit shall survive termination of this Agreement.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Burgess – Cox Motion to close public hearing.

Adopted

Burgess – Cox Motion to adopt this ordinance on second reading after public hearing.

Adopted

No: Inman

C. Bills & Claims

Cox – Hudley 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD SEPTEMBER 9, 2019 AS ENUMERATED ON THIS LIST FOR MATERIALS, SUPPLIES AND SERVICES FURNISHED, DELIVERED AND/OR PERFORMED HAVE BEEN CERTIFIED BY THE DEPARTMENTS AS CORRECT, EACH CLAIM AND PURCHASE ORDER HAVE BEEN VERIFIED AND REVIEWED FOR THE AVAILABILITY OF FUNDS, ACCURACY OF ACCOUNT CODING AND COMPLETENESS BY THE ADMINISTRATION, THEREFORE:

BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THAT THE FOLLOWING BE PAID BY THE CHIEF FINANCIAL OFFICER:

BILL LIST	\$4,165,788.68
TOTAL	\$4,165,788.68

Adopted

No: Inman

Cox – Hudley 2. Payrolls

August 16, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,636,469.52	\$194,852.59	\$153,883.57	\$1,985,205.68

July 5, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,607,890.79	\$235,095.74	\$308,945.83	\$2,151,932.36

Adopted
No: Inman

9. Resolutions & Motions

A. Resolutions

Cox – Hudley 19. Resolution of the Township of Irvington, County of Essex, Authorizing the Execution of an Amended and Restated Redevelopment Agreement with Hilltop Partners Redeveloper, LLC, for the Development of the Former Irvington General Hospital Site, Block 324, Lots 1.01, 1.02, 1.03, 1.04, 1.05, and 1.07

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH HILLTOP PARTNERS REDEVELOPER, LLC FOR THE DEVELOPMENT OF THE FORMER IRVINGTON GENERAL HOSPITAL SITE, IDENTIFIED AS BLOCK 324, LOTS 1.01, 1.02, 1.03, 1.04, 1.05, 1.06 AND 1.07 ON THE TAX MAP OF THE TOWNSHIP

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township of Irvington (the “**Township**”) is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Municipal Council (the “**Township Council**”) of the Township is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), to determine whether certain parcels of land within the Township constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, the Township Council, by Resolution 94-0809-5 dated August 9, 1994, created the Township Urban Enterprise Zone (the “**UEZ**”) pursuant to the New Jersey Urban Enterprise Zones Act, *N.J.S.A. 52:27H-60 et seq.* (the “**UEZ Act**”); and

WHEREAS, the Township Council designated certain properties within and contiguous to the UEZ as an area in need of rehabilitation (the “**UEZ Rehabilitation Area**”) by Resolution UEZ 07-0227-5, dated February 27, 2007 in accordance with the requirements of *N.J.S.A. 40A:12A-14*; and

WHEREAS, the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3351 dated September 11, 2007, to govern the redevelopment of the UEZ Rehabilitation Area, (as amended and supplemented from time to time, the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7*; and

WHEREAS, to realize the redevelopment of the UEZ Rehabilitation Area, the Township Council determined to exercise the powers of redevelopment and serve as the “redevelopment entity”, as such term is defined at *N.J.S.A. 40A:12A-3*, responsible for carrying out redevelopment projects in accordance with the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-4(c)*; and

WHEREAS, Kapwood, LLC (“**Kapwood**”) proposed to acquire certain property within the UEZ Rehabilitation Area now identified on the tax maps of the Township as Block 324, Lots 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, and 1.07 (created through the subdivision of the parcel previously identified as Block 324, Lot 1) and commonly referred to as the Irvington General Hospital Site (the “**Property**”) and to develop thereon a mixed-use development; and

WHEREAS, the Township, as the then-owner of the Property, determined that the Property was no longer needed for public use, and that the redevelopment thereof in accordance with applicable provisions of the Redevelopment Plan would contribute to the rehabilitation and reinvigoration of the Township and to the social and economic improvement of the Township in accordance with the legislative intent, goals and objectives of the Redevelopment Law; and

WHEREAS, in order to convey the Property and implement the development, financing, construction, operation and management of the Project, the governing body of the Township determined to enter into that certain Redevelopment and Purchase and Sale Agreement with Kapwood dated October 12, 2012 (the “**2012 Agreement**”); and as amended by the First Amendment to the 2012 Agreement dated as of May 10, 2013, the Second Amendment to the 2012 Agreement dated as of May 10, 2013, and the Third Amendment to the 2012 Agreement dated as of May 26, 2016 (collectively, together with the 2012 Agreement, the “**Prior Redevelopment Agreement**”); and

WHEREAS, the Township designated Kapwood, LLC as redeveloper of the Property in accordance with the Redevelopment Law and expressly subject to the execution of the 2012 Agreement by Resolution No. UEZ 12-0925-10 dated September 25, 2012; and

WHEREAS, Kapwood partnered with Urban Builders Collaborative NJ, LLC (“**UBCNJ**”) to effectuate the development of a mixed-use development to be constructed in seven (7) phases, each located on a distinct portion of the Property (the “**Original Project**”), and in furtherance of the partnership, created Hilltop Partners MM, LLC, a limited liability corporation pursuant to the *New Jersey Limited Liability Company Act, N.J.S.A. 42:2B-1 et seq.* (“**Hilltop MM**”) to acquire the Property

from the Township and to act as the redeveloper for the Original Project pursuant to the terms of the Prior Redevelopment Agreement; and

WHEREAS, on December 19, 2015, Hilltop MM received governmental approvals for the subdivision of the Property into seven (7) lots, Block 324, Lots 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, and 1.07; and

WHEREAS, Hilltop MM undertook the development of Phase One of the Original Project, consisting of the development of 114 residential units and associated parking (“**Phase One**”) on Block 324, Lot 1.04; and

WHEREAS, it was contemplated that various phases of the Original Project would be financed, in part, by one or more of the following sources, among others: (1) an award of low income housing tax credits from the New Jersey Housing and Mortgage Finance Agency (“**HMFA**”); (2) Federal Home Loan Bank; (3) conventional financing from private commercial lenders; and/or (4) construction and/or permanent financing through HMFA (collectively, the “**Financing**”); and

WHEREAS, the Financing for the Original Project required a separate entity to serve as the guarantor entity, Urban Builder Collaborative, LLC (“**UBC**”) was created and granted a .05% interest in Hilltop MM, such that the ownership percentages for Hilltop MM were: 35% by Kapwood, 64.95% by UBCNJ and .05% by UBC; and

WHEREAS, the Financing for Phase One required Hilltop MM to be a single-purpose entity; and

WHEREAS, the members of Hilltop MM created Hilltop Partners Redeveloper, LLC (the “**Redeveloper**”) as a special purpose entity, which has the same principal members as Hilltop MM in the same percentages, to serve as the redeveloper for Block 324, Lots 1.01, 1.02, 1.03, 1.05, 1.06, and 1.07 (collectively, the “**Project Area**”); and

WHEREAS, on October 12, 2016, by Resolution No. UEZ 16-1012-18, the Township authorized the transfer of title of the Project Area and the assignment of the Redevelopment Agreement relating to the Project Area from Hilltop MM to the Redeveloper, and designated the Redeveloper as the redeveloper of the Project Area; and

WHEREAS, Hilltop MM has certified to the Township that construction of Phase One of the Project has been completed on Block 324, Lot 1.04 in accordance with the provisions of the Prior Redevelopment Agreement; and

WHEREAS, the Redeveloper has proposed certain modifications to the phasing, construction schedule, implementation and scope of the Original Project (Phase One of which is complete), and has submitted to the Township for its review and consideration a concept plan for a revised “**Project**” (as more particularly set forth on Exhibit A annexed hereto) to be undertaken on the Project Area; and

WHEREAS, the Redeveloper now proposes to implement Phase Two of the Project by merging Lots 1.02, 1.05 and 1.07 of Block 324, and constructing thereon a new six (6) story, approximately

118,334 square foot senior housing complex consisting of approximately ninety-four (94) apartments units (comprising: approximately seven (7) studio units, eighty-six (86) one-bedroom units and one (1) two-bedroom superintendent unit), residential amenities, a new approximately 36,485 square foot parking garage with approximately one hundred two (102) parking spaces, four (4) additional outdoor surface parking spaces and associated site improvements on the Property (collectively, “**Phase Two**”) consistent with the present Redevelopment Plan, together with certain related on-site and off-site improvements; and

WHEREAS, Phase Two will consist of mixed income residential units with approximately twenty-six percent (26%) of the residential units to be maintained as market rate rental units; and approximately seventy-four percent (74%) of the residential units to be maintained and deed-restricted as affordable rental units, reserved for residents with a household income at or below 60% of the area median income for Essex County (the “**AMI**”), for a period of forty-five (45) years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.*, (the “**Affordable Housing Units**”), which shall be subject to affordability controls. Approximately ten percent (10%) of the Affordable Housing Units (approximately seven (7) units) will be set aside for residents with a household income at or below 30% AMI, approximately five of which set-aside units shall be reserved for special needs individuals; and

WHEREAS, the parties desire to amend and restate the Prior Redevelopment Agreement in order to effectuate the Redevelopment Plan and the development of the Project on the Project Area, the Township has determined to enter into an amended and restated redevelopment agreement with the Redeveloper (the “**Redevelopment Agreement**”), which establishes Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and the Redeveloper with respect to the Project,

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Irvington, County of Essex, New Jersey, as follows:

Section 1. Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Execution of Redevelopment Agreement Authorized; Redeveloper Designated.

(e) The Mayor is hereby authorized to execute the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A, subject to modification or revision deemed necessary or desirable in consultation with counsel, and to take all other necessary or appropriate action to effectuate such Redevelopment Agreement. The Redevelopment Agreement shall supersede and replace the Prior Redevelopment Agreement with respect to the development of the Project Area.

(f) The Municipal Clerk is hereby authorized and directed, upon the execution of the Redevelopment Agreement in accordance with the terms of Section 2(a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the Township upon such document.

(g) Upon the execution and attestation of the Redevelopment Agreement, the Mayor, upon consultation with counsel to the Township, is hereby further authorized to take any and all

actions, and execute and deliver such other documents, certificates and instruments necessary, desirable or convenient to effectuate the terms of the Redevelopment Agreement.

(h) Upon execution of the Redevelopment Agreement, and so long as the Redevelopment Agreement remains in full force and effect, Redeveloper is hereby designated as “redeveloper” for the Project in accordance with the Redevelopment Law.

Section 3. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. Availability of the Resolution. A copy of this resolution shall be available for public inspection at the office of the Municipal Clerk.

Section 5. Effective Date. This resolution shall take effect immediately.

EXHIBIT A

Form of Amended and Restated Redevelopment Agreement

Adopted
No: Inman

21. Acting President Burgess: The Camptown Business Improvement District’s 2019 Budget was introduced on August 12, 2019, published in the Irvington Herald on August 22, 2019, and public hearing set for this date, time and place. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the Camptown Business Improvement District’s 2019 Budget by Title

BE IT RESOLVED that the following statements of revenues and appropriations shall constitute the 2019 Camptown Business Improvement District’s 2019 budget:

Total General Revenues: \$230,508.00

Total General Appropriations: \$230,508.00

The public hearing on the Camptown Business Improvement District’s 2019 Budget is now open.

There were no requests to be heard.

Cox – Hudley Motion to close public hearing

Adopted

Cox – Hudley Motion to adopt Camptown Business Improvement District’s
2019 Budget

Adopted

Hudley – Cox 21. Introduction of Amendment to Calendar Year 2019 Municipal Budget

**Township of Irvington
County of Essex
Resolution to Amend Budget**

WHEREAS, the local Municipal Budget for the CY 2019 was approved on 24th day of June, 2019, and

WHEREAS, the public hearing on a said Budget has been held as advertised, on August 12, 2019 and

WHEREAS, it is desires to amend said approved Budget.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Irvington, County of Essex, that the following amendments to the approved Budget of CY 2019 be made:

	(Abstained	(
	(((
	(((
RECORDED VOTE Ayes	(Nays	((
	((Absent	(

	<u>From</u>	<u>To</u>
<u>General Revenues</u>		
1. Surplus Anticipated	2,990,000.00	3,692,785.69
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	-	-
3. Miscellaneous Revenue-Section A: Local Revenue		
Municipal Court	2,750,000.00	2,790,000.00
General Capital Surplus	-	63,964.65
Total Section A: Local Revenue	12,098,000.00	12,201,964.65
3. Miscellaneous Revenue-Section B: State Aid Without Offsetting Appropriations		
State School Building Aid Allowance	-	-
Total Section B: Local Revenue	11,641,169.00	11,641,169.00
3. Miscellaneous Revenue-Sections C: Dedicated Uniform Construction Code Fees		
Offset with Appropriations		
Uniform Construction Code Fees	800,000.00	830,000.00
Total Section C: Local Revenue	800,000.00	830,000.00

3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with
Prior written Consent of Director of Local Government Services-
Public and Private

Revenues Offset with Appropriations: State & Federal Grants

Grants

Investors Savings Foundation	-	4,500.00
Clean Communities - 2019	-	92,027.82
State Of NJ CLPP Grant 2019	-	551,000.00
Municipal Alliance	-	41,580.00
NJ DOT 2019 Resurfacing Program		1,012,585.00
HOPWA	-	298,720.00
NJ DOH Child Adolescents Program CLEP	-	568,000.00
Edward Byrne Memorial JAG Grant - 2017	-	507,426.00
Edward Byrne Memorial JAG Grant - 2018	-	469,829.00

Unappropriated Grants

Clean Communities -2018	-	82,472.53
Child Summer Food Program -2018	-	55,320.33
State of NJ CLPP lead Program	34,250.00	168,126.76

Total Section F: Special Items of General Revenue Anticipated, Public and Private

Revenue Offset with Appropriations:

1,056,966.80	4,874,304.24
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3. Miscellaneous Revenue - Section G: Special Items of General Revenue Anticipated with
Prior Written Consent of Director of Local Government Services -
Other Special items:

Special Tax Lien Sale	1,582,587.00	1,624,602.00
State School Building Aid Allowance	-	-

Total Section G: Special Items of General revenue anticipated with prior written

consent of the Director of Local Government Services

5,425,827.03	5,467,842.03
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4. Receipts from Delinquent Taxes

3,025,000.00	3,025,000.00
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Summary of Revenues

1. Total Surplus Anticipated	2,990,000.00	3,692,785.69
2. Surplus Anticipated with Prior Witten Consent of Director of Local Government Services	-	-
3. Miscellaneous Revenues:		

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Total Section A: Local Revenue:	12,098,000.00	12,201,964.65
Total Section B: State Aid without Offsetting Appropriations:	11,641,169.00	11,641,169.00
Total Section C: Dedicated Uniform Construction Code Fees offset with Appropriations	800,000.00	830,000.00
Total Section D: Special Items of General Revenue, Inter local Muni. Services	-	-
Total Section E: Special Items of General Revenue, Additional Revenues	-	-
Total Section F: Special Items of General Revenue, Public and Private Revenue	1,056,966.80	4,874,304.24
Total Section G: Special items of General Revenue, Other Special Items	5,425,827.03	5,467,842.03
Total Miscellaneous Revenue	31,021,962.83	35,015,279.92
4. Receipts from Delinquent Taxes	3,025,000.00	3,025,000.00
5. Subtotal General Revenues (Items 1,2,3 and 4)	37,036,962.83	41,733,065.61
6. Amount to be Raised by Taxes for support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	74,097,510.21	74,691,703.08
b) Addition to Local District School Tax	2,748,365.26	2,748,365.26
c) Minimum Library Tax	677,193.54	677,193.54
7. TOTAL GENERAL REVENUES	\$ 114,560,031.84	\$ 119,850,327.49

8. GENERAL APPROPRIATIONS

Legal Department	265,000.00	255,000.00
Police Department S&W	20,487,272.78	20,637,272.78
Recreation Dept O&E	39,500.00	64,500.00
Surety Bonds	2,250,000.00	2,075,000.00
Group Health Insurance	15,400,000.00	15,850,000.00
Workers Compensation	1,425,000.00	1,700,000.00
Telephone Lease	55,000.00	35,000.00
Fire Hydrants	400,000.00	375,000.00
(A) Operations Within "CAPS"		-
Total Operations (Item 8 (A) Within "CAPS"	74,452,620.24	75,122,620.24
(E) Deferred Charges and Statutory Expenditures - Municipal Within "CAPS"		
Over expenditure in Health Benefits	-	46,293.05
Expenditures without Appropriation Grant Fund	-	579,447.11

STATUTORY EXPENDITURES

Social Security	1,582,985.00	1,575,000.00
Total Deferred Charges and Statutory Expenditures - Within "CAPS"	12,062,695.67	12,680,450.83
 (H-1) Total General Appropriations for Municipal Purposes Within "CAPS"	 86,515,315.91	 87,803,071.07

8. GENERAL APPROPRIATIONS

(A) Operations - Excluded from "CAPS" - -

Municipal Library	1,150,000.00	1,135,000.00
Total Other Operations - Excluded from "CAPS"	6,270,735.00	6,255,735.00

(A) Operations - Excluded from "CAPS"
Public and Private Programs Offset by Revenues

Investors Savings Foundation	-	4,500.00
Clean Communities - 2019	-	92,027.82
State Of NJ CLPP Grant 2019	-	551,000.00
Municipal Alliance - 2019	-	41,580.00
Municipal Alliance - Cash Match-2019	-	10,500.00
HOPWA	-	298,720.00
NJ DOT 2019 Resurfacing Program		1,012,585.00
NJ DOH Child Adolescents Program CLEP	-	568,000.00
Edward Byrne Memorial JAG Grant - 2017	-	507,426.00
Edward Byrne Memorial JAG Grant - 2018	-	469,829.00

Unappropriated Grants

Clean Communities -2018	-	82,472.53
Child Summer Food Program -2018	-	55,320.33
State of NJ CLPP lead Program	34,250.00	168,126.76
Total Public and Private Program Offset By Revenue	1,056,966.80	4,884,804.24
 Total Operations Excluded from "CAPS"	 7,327,701.80	 11,140,539.24

8. General Appropriations

(C) Total Capital Improvements - Excluded from "CAPS"		
Total Capital Improvements - Excluded from "CAPS"	400,000.00	400,000.00

(D) Municipal Debt Service - Excluded from "CAPS"

Demolition Loan	96,017.00	216,017.00
Total Municipal Debt Service - Excluded from 'CAPS'	6,773,832.00	6,893,832.00

(E) Deferred Charges - Municipal - Excluded from "CAPS"

Deferred Charges to Be raised future taxation General Cap	-	63,964.65
Total Deferred Charges - Municipal- Excluded from "CAPS"	3,526,614.14	3,590,578.79

**(H-2) Total General Appropriations for Municipal Purposes
Excluded from "CAPS"**

18,028,147.94	22,024,950.03
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(I) Type 1 District School Debt Services

Total Local School Purposes	4,808,107.13	4,808,107.13
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(O) Total General Appropriations - Excluded from "CAPS"

22,836,255.07	26,833,057.16
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(L) Subtotal General Appropriations {items (H-1) and (O)}

109,351,570.98	114,636,128.23
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(M) Reserve for Uncollected Taxes

5,208,460.86	5,214,199.26
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9. Total General Appropriation

\$ 114,560,031.84	\$ 119,850,327.49
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Summary of Appropriations:

(H-1) Total General Appropriations for

Municipal Purposes within "CAPS"	86,515,315.91	87,803,071.07
(a) Operations - Excluded from "CAPS"	-	-
Other Operations	6,270,735.00	6,255,735.00
Public & Private Programs Offset by Revenues	1,056,966.80	4,884,804.24
(C) Capital Improvement	400,000.00	400,000.00
(D) Municipal Debt Service	6,773,832.00	6,893,832.00
(E) Total Deferred & Statutory Charges - Excluded from "CAPS"	3,526,614.14	3,590,578.79
(F) Judgments	-	-
(G) Cash Deficit - With Prior Consent of LFB	-	-
(K) Local District School Purpose	4,808,107.13	4,808,107.13
(N) Transferred to Board of Education	-	-
(M) Reserve for Uncollected Taxes	5,208,460.86	5,214,199.26

9. Total General Appropriation

\$ 114,560,031.84	\$ 119,850,327.49
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BE IT FURTHER RESOLVED, that three certified copies of this resolution be filed in the Office of the Director of the Division of Local Government Services for his certification of the 2019 Local Municipal Budget so amended.

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BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S 40A:4-9, be published in the Irvington Herald in the issue of 09/19 /2019 and the said publication contain notice of public hearing on said amendment to be held at Town Hall, 1 Civic Square, Irvington, NJ on September 23, 2019 at 7:30 P.M.

It is hereby certified that this is a true copy of resolution amending the budget, adopted by the Governing Body on 23th day of September, 2019.

Harold Weiner, Municipal Clerk

It is hereby certified that all changes are in proof and the budget remains in balance.

Faheem J. Ra' Oof, CPA, Director of Revenue & Finance

Adopted
No: Inman

Hudley – Cox 22. Authorize Temporary Emergency Appropriation to Extend the Calendar Year 2019 Temporary Municipal Budget

TOWNSHIP OF IRVINGTON EMERGENCY TEMPORARY BUDGET CY-19 # 3

APPROPRIATIONS WITHIN "CAPS"	
	CY-19
OFFICE OF THE MAYOR	<i>Emerg #3</i>
Mayor's Office:	
Salaries and Wages	48,514.00
Other Expenses	-
Irvington Mental Health Center:	
Other Expenses	-
Planning Board:	
Salaries and Wages	1,998.00
Other Expenses	-
Office of Emergency Management:	
Salaries and Wages	2,917.00
Other Expenses	-
Neighborhood/Community Planning	
Salaries and Wages	11,020.00
Other Expenses	-
Total Office of the Mayor	64,449.00
OFFICE OF THE TOWNSHIP CLERK	
Township Clerk's Office:	
Salaries and Wages	32,229.00
Other Expenses	-

Elections:	
Salaries and Wages	-
Other Expenses	-
Council's Office:	
Salaries and Wages	26,845.00
Other Expenses	-
Board of Adjustment:	
Salaries and Wages	4,795.00
Other Expenses	-
Rent Leveling Board:	
Salaries and Wages	2,500.00
Other Expenses	-
Total Office of the Township Clerk	66,369.00
OFFICE OF THE TAX ASSESSOR	
Municipal Tax Assessor:	
Salaries and Wages	14,774.00
Other Expenses	-
Total Office of the Tax Assessor	14,774.00
ATTORNEY TO TOWNSHIP COUNCIL	
Legislative Research Officer:	
Salaries and Wages	3,888.00
Other Expenses	-
Total Attorney to Township Council	3,888.00
OFFICE OF THE TOWNSHIP ATTORNEY	
Township Attorney:	
Salaries and Wages	46,625.00
Other Expenses	-
Total Office of the Township Attorney	46,625.00
DEPARTMENT OF ADMINISTRATION	
Office of the Business Administrator:	
Salaries and Wages	-
Other Expenses	-
Other Expenses - Postage	-
Total Department of Administration	-
DEPARTMENT OF POLICE	
Police:	
Salaries and Wages	-
Other Expenses	-
APPROPRIATIONS WITHIN "CAPS"(continue)	
School Guards:	
Salaries and Wages	57,890.95
Other Expenses	-
Chaplains and Surgeons:	
Salaries and Wages	206.00

Parking Division:	
Other Expenses	-
Total Department of Police	58,096.95
DEPARTMENT OF FIRE	
Fire:	
Salaries and Wages	150,000.00
Other Expenses	15,000.00
Uniform Fire Safety	
Salaries and Wages	
Other Expenses	-
Total Department of Fire	165,000.00
DEPARTMENT OF REVENUE AND	
Division of Finance:	
Salaries and Wages	41,378.00
Other Expenses:	
Administration of Finance	-
Auditing	
Insurance:	
General Liability	-
Workers Comp	-
Employers Group Health	-
Division of Revenue-Tax Collection:	
Salaries and Wages	33,205.00
Other Expenses	-
Division of Licenses:	
Salaries and Wages	10,905.00
Other Expenses	-
Division of Central Purchasing:	
Salaries and Wages	20,749.00
Other Expenses	-
Total Department of Revenue and Finance	106,237.00
DEPARTMENT OF PUBLIC WORKS	
Division of Engineering:	
Salaries and Wages	38,922.00
Other Expenses	-
Land Rental, Refuse Dumping:	
Other Expenses	-
Division of Streets and Sewers:	
Salaries and Wages	69,938.00
Other Expenses	-
Snow Removal:	
Salaries and Wages	-
Other Expenses	-
Division of Motorized Equipment:	
Salaries and Wages	12,548.00

Other Expenses	-
Division of Public Property:	
Salaries and Wages:	
Public Buildings	68,590.00
Shade Tree	33,625.00
Other Expenses:	
Public Buildings	-
Shade Tree	-
Total Department of Public Works	223,623.00
DEPARTMENT OF HEALTH AND WELFARE	
Division of Health:	
Salaries and Wages:	
Health Administration	27,579.00
Environmental Health	12,776.00
Nursing	740.00
Other Expenses:	
Health Administration	-
Environmental Health	-
Nursing	-
Senior Citizen Center:	
Salaries and Wages	39,500.00
Other Expenses	-
Total Department of Health and Welfare	80,595.00
DEPARTMENT OF PARKS AND	
Division of Park Maintenance:	
Salaries and Wages	50,358.00
Other Expenses	-
Division of Recreation:	
Salaries and Wages	72,783.43
Other Expenses	-
Public Events and Celebration:	
Other Expenses	-
Irvington Municipal Pool:	
Salaries and Wages	-
Other Expenses	-
Total Department of Parks and Recreation	123,141.43
DEPARTMENT OF HOUSING	
Housing Services:	
Salaries and Wages	54,411.00
Other Expenses	-
Total Department of Housing Services	54,411.00
MUNICIPAL COURT	
Municipal Court	
Salaries and Wages	67,500.00
Other Expenses	-

Total Municipal Court	67,500.00
PUBLIC DEFENDER	
Public Defender	
Salaries and Wages	8,058.00
Other Expenses	-
Total Public Defender	8,058.00
UNIFORM CONSTRUCTION CODE	
Construction Code Official:	
Salaries and Wages	37,320.60
Other Expenses	-
Total Construction Services	37,320.60
UNCLASSIFIED	
Utilities:	
Electricity, Gas	-
Telephone and Telegraph	-
IT/Communication Equip.	-
Fire Hydrants	-
Water	-
Gasoline	-
Street Lighting	-
Prior Year Salary Adjustments	
Emergency Dispatch Services (Transportation)	-
Tax Appeals'	
Total Unclassified	-
Total Operations Within "CAPS"	1,120,087.98
Deferred Charges & Statutory Expenditures	
Social Security System (OASI)	345,000.00
State Unemployment Insurance Fund	-
Define Contribution Retirement Plan	-
Public Employees Retirement System	-
Police & Firemen's Retirement System	-
Judgments	
Emergency Auth	
Expenditures W/O Approp.	
Grant Expenditures W/O Approp.	
Deferred Charges - WC & GL	
Cash Deficit Preceding Year	
Total Deferred Charges & Statutory Exp	345,000.00
Total Appropriations Within "CAPS"	1,465,087.98
APPROPRIATIONS EXCLUDED FROM "CAPS"	
OTHER OPERATIONS	
Joint Sewer Maintenance	-
Maintenance of Free Public Library	-

911 Dispatch Services	-
Total Other Operations	-
APPROPRIATIONS EXCLUDED from "CAPS"(continue)	
FEDERAL AND STATE GRANTS	
Investors Savings Foundation	4,500.00
NJ DOT Street Paving - 2019	1,012,585.00
Clean Communities	92,027.82
State CIPP - 2019	551,000.00
Total Grants	1,660,112.82
Total Operations Excluded from "CAPS"	1,660,112.82
MUNICIPAL DEBT SERVICE	
Down Payment on Capital Improvements	-
Capital Improvement Fund	
Payment of Bond Principal	
Interest on Bonds	
Payment of Note Principal	-
Interest on Notes	
Green Trust Loan Program:	
Payment of Principal and Interest	
Payment of Principal and Interest-2003	
Payment of Principal & Interest 727 GTP	
Demolition Loan Repayment	
NJ Environmental Infrastructure Trust Loan Principal &	
Deferred Charges - Emergency Auth 5 Yr	
Emergency Storm	
Total Municipal Debt Service	
Total Appropriations Excluded from "CAPS"	
for Municipal Purposes	1,660,112.82
TYPE ONE SCHOOL DEBT	
Payment of Bond Principal	
Interest on Bonds	
Total Type One School Debt	
Total Appropriations Excluded from "CAPS"	1,660,112.82
Reserve for Uncollected Taxes	
Total General Appropriations	3,125,200.80

Adopted

Beasley - Burgess 23. Authorize Ceremonial Naming of Augusta Street From Clinton Avenue to Nye Avenue as Apostle Threasa Ann Butler Way [WALK ON BY SPONSOR]

RESOLUTION AUTHORIZING THE CEREMONIAL NAMING OF AUGUSTA STREET FROM CLINTON AVENUE TO NYE AVENUE APOSTLE THREASA ANN BUTLER WAY

WHEREAS, the late Apostle Threasa Ann Butler was born on February 6, 1954 In Sumter, South Carolina to the late Herbert L. Butler and Corine McCleary Butler; and

WHEREAS, in 1975 she accepted Jesus Christ as her Lord and Savoir, was baptized in the Holy Spirit and was taught how to live holy and to live by faith; and

WHEREAS, in 1991 Threasa A. Butler founded the Believer's Love Fellowship, a ministry that evolved when she began to teach others how to pray and get results; and

WHEREAS, in 1993 Threasa A. Butler went into full-time ministry when God made a covenant with her that is she would teach and shepherd His people, He would supply her with all her needs; and

WHEREAS, through her efforts in September of 1996 the church began to rent property on Augusta Street in Irvington and by June of 1998 the church took title of the property; and

WHEREAS, she was ordained into the apostolic and prophetic order on November 8, 1999; and

WHEREAS, Threasa A. Butler held an Associate Degree from the Provision of Promise ministries Bachelor's of Divinity Program and was the author of the book "Becoming A Woman of Purpose; and

WHEREAS, Threasa A. Butler had also ministered in Jersey City, Paterson, Newark, Nyack, Long Island, New York and her home town of Sumter, South Carolina; and

WHEREAS, Threasa A. Butler was given a multi-point vision for the ministry from God, namely a soup kitchen, 24 hour daycare center, bread and pastry distribution, food and clothing program education and training programs with an emphasis of young men and a program to minister to AIDS patients and their families; and

WHEREAS, because of Threasa A. Butler's love for God and His people and her dedication given to the residents on Augusta Street in Irvington and the surrounding streets, it will be noticed for years to come that people from all over the surrounding areas will know her unselfish story and the difference these programs made in this community:

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF IRVINGTON, that a street sign stating "APOSTLE THREASA ANN BUTLER WAY" be placed above the street sign on Augusta Street from Clinton Avenue to Nye Avenue for her many years of dedicated community and religious service to those in need in the Township of Irvington; and

BE IT FURTHER RESOLVED that the Department of Public Works be authorized and directed to take all the necessary steps to see that proper street signs are erected signifying "APOSTLE THREASA ANN BUTLER WAY" be placed above the street sign on Augusta Street from Clinton Avenue to Nye Avenue.

Adopted
Abstain: Frederic

ALCOHOLIC BEVERAGE CONTROL BOARD

SEPTEMBER 9, 2019

1. Chairman Cox calls the Meeting to Order

Roll Call

Present: Commissioners Beasley, Burgess, Frederic, Hudley, Inman, Vick, Cox, Chairman

Absent: None

2. New Business

Burgess – Hudley A. Authorize Renewal of ABC POCKET Distribution License for 2018-2019 With Special 12:39 Ruling From State ABC - DJP Spirits, LLC

WHEREAS, the following named individuals, partnerships or corporations, being applicants for Plenary Retail Distribution License for the year 2018-2019 with State Division of Alcoholic Beverage Control Special Ruling 12.39, required to sell alcoholic beverages under the provisions of N.J.S.A. Title 33 having been investigated as required by said Law, and the Alcoholic Beverage Control Board being satisfied that said applicants in all things have met the requirements of the law and are suitable and proper individuals, partnerships or corporations to whom Plenary Retail Distribution Licenses for the sale of alcoholic beverages should be issued:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON that permanent Plenary Retail Distribution Licenses be issued to the following named individuals, partnerships and corporations for the sale of alcoholic beverages in original containers for consumption off the licensed premises for the year 2018-2019 with Special State Division of Alcoholic Beverage Control Ruling 12.39 required at the address set opposite their respective name, viz:

0709-44-056-007	DJP Spirits, LLC	POCKET LICENSE
	885 Inman Avenue	
	Edison, N.J. 08822	

BE IT FURTHER RESOLVED that the said licenses be issued in the name of and under the seal of the Township of Irvington and be signed by a representative of the License Bureau, in order to fulfill the provisions of the Irvington Township Code, known as Ordinance MC 3635, which license, after being so signed, shall be released by a representative of the License Bureau to the licensee.

Adopted

Burgess – Hudley B. Authorize Renewal of ABC POCKET Distribution License for 2019-2020 With Special 12:39 Ruling From State ABC - DJP Spirits, LLC

WHEREAS, the following named individuals, partnerships or corporations, being applicants for Plenary Retail Distribution License for the year 2019-2020 with State Division of Alcoholic Beverage Control Special Ruling 12.39, required to sell alcoholic beverages under the provisions of N.J.S.A. Title 33 having been investigated as required by said Law, and the Alcoholic Beverage Control Board being satisfied that said applicants in all things have met the requirements of the law and are suitable and proper individuals, partnerships or corporations to whom Plenary Retail Distribution Licenses for the sale of alcoholic beverages should be issued:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON that permanent Plenary Retail Distribution Licenses be issued to the following named individuals, partnerships and corporations for the sale of alcoholic beverages in original containers for consumption off the licensed premises for the year 2019-2020 with Special State Division of Alcoholic Beverage Control Ruling 12.39 required at the address set opposite their respective name, viz:

0709-44-056-007	DJP Spirits, LLC	POCKET LICENSE
	885 Inman Avenue	
	Edison, N.J. 08822	

BE IT FURTHER RESOLVED that the said licenses be issued in the name of and under the seal of the Township of Irvington and be signed by a representative of the License Bureau, in order to fulfill the provisions of the Irvington Township Code, known as Ordinance MC 3635, which license, after being so signed, shall be released by a representative of the License Bureau to the licensee.

Adopted

3. Adjournment

COUNCIL MEETING (RESUMED)

12. Miscellaneous

B. General Hearing of Citizens and Council Members (limited to five minutes per person)

Elouise McDaniel, 214 Nesbit Terrace
Alvin White 1057 Sanford Avenue
Richard Williams, 197 Linden Avenue
Merrick Harris, 6 Hennessey Place
Elaine Spencer, 2 Bedford Terrace
Joseph Sylvain, 94 Florence Avenue
Lauren Agnew, Essex County Public Information Officer

Council Members Frederic, Inman, Cox, Hudley, Vick and Acting Council President Burgess addressed the issues raised by the above referenced citizens.

13. Adjournment

There being no further business, the meeting was adjourned at 8:48 P.M.

Renee C. Burgess, Acting Council President

Harold E. Wiener, Municipal Clerk