

REGULAR COUNCIL MEETING
NOVEMBER 25, 2019

Council Chamber, Municipal Building
Irvington, N.J. – Monday Evening
November 25, 2019 - 7:30 P.M.

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

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

Absent: None

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)

Lynn Kennedy, 875 Springfield Avenue

5. Hearing of Council Members

Council President Burgess addressed the issue raised by the above referenced citizen.
There were no requests to be heard.

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

A. Reports

1. Minutes – Directors' Meeting – November 12, 2019
2. Joint Meeting – Resolutions – September 19, 2019
3. Joint Meeting – Reports – September 19, 2019

7. Reports of Committees

A. Bid Results – Speed Bumps – November 13, 2019

8. Ordinances, Bills & Claims

A. Ordinances on First Reading

None

B. Ordinances on Second Reading

None

9. Resolutions & Motions

A. Resolutions

Cox – Hudley 1. Authorize Amendment to Resolution Refunding Taxes Paid and Abate Added Assessment Charge of on 15 Becker Terrace, Block 370, Lot 20 – Exempt for Disabled Veteran – Cancel the Exempt Portion of Taxes and Added Assessment Charges and Issue a Refund of \$6,871.95

**AMENDED
RESOLUTION TO CANCEL AND REFUND PROPERTY TAXES**

WHEREAS, Ivan Quiles purchased 15 Becker Terrace, Block 370 Lot 20 as of March 29, 2019 and has been deemed a 100% Disabled Veteran by the Department of Veterans Affairs; and

WHEREAS, Ivan Quiles filed an application for 100% tax exemption and the tax assessor Silvia Forbes approved the property tax exemption on October 10, 2019 and;

WHEREAS, the 2019 taxes have been paid and the property owner is entitled to a refund in the amount of \$5,558.62 and;

WHEREAS, the property owner received an added assessment tax bill in the amount of \$1,343.03 and added assessment bills can be appealed with the county board of taxation by December 1st and;

WHEREAS, the 2019 4th quarter added assessment taxes were paid on November 12, 2019 and the 2019 tax refund should be \$5,528.92 from the date of purchase for 277 days at \$19.96 per day.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Tax Collector's office is authorized and directed to cancel the exempt portion of taxes and added assessment charges and issue a refund in the amount of **\$6,871.95** to Ivan Quiles as a 100% Disabled Veteran at 15 Becker Terrace on Block 370 Lot 20.

Adopted

Inman – Cox 2. Authorize Tax Payment Agreement on Municipally Held Lien – 88 Ellis Avenue, Block 267 Lot 16 - \$16,844.21 Payable Within 36 Months

Redeem Municipal Held Lien in Installments

WHEREAS, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

WHEREAS, James Evans owner of record of **Block 166, Lot 11**, also known as **88 Ellis Avenue**, Municipality of Irvington, is desirous of satisfying Tax Title Lien # **12-02080** in the amount of **\$16,844.21** by the installment payment plan; and,

WHEREAS, Mr. Evans has kept the current taxes paid up to date without a payment plan agreement with the Township of Irvington for said tax lien certificate 12-02080

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan **\$608.96**, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for **36 months**, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

BE IT FURTHER RESOLVED, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

BE IT FURTHER RESOLVED, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

BE IT FURTHER RESOLVED, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

BE IT FURTHER RESOLVED, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Inman – Vick 3. Authorize Tax Payment Agreement on Municipally Held Lien – 103 Welland Avenue, Block 266, Lot 16 - \$8,156.41 Payable Within 36 Months

Redeem Municipal Held Lien in Installments

WHEREAS, N.J.S.A. 54:5-65 provides authority for the governing body to authorize redemption of a municipally held lien by installment payments to include principal and interest; and,

WHEREAS, Marie Popotte owner of record of **Block 267, Lot 16**, also known as **103 Welland Avenue**, Municipality of Irvington, is desirous of satisfying Tax Title Lien # **18-01153** in the amount of **\$8,156.41** by the installment payment plan.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, STATE OF NEW JERSEY, hereby authorize an installment payment plan **\$294.87**, as set forth on the attached schedule and that in addition to said installments being promptly paid on the first of each month, for **36 months**, all current year's taxes, subsequent taxes, assessments or other municipal liens imposed shall be promptly paid when due.

BE IT FURTHER RESOLVED, that the final payment shall be sufficient to include all amounts due the municipality and secured by the tax sale lien, except for current year's taxes, and shall include interest properly chargeable on the respective unpaid balances.

BE IT FURTHER RESOLVED, that if installment payments are regularly and promptly made in accordance with the attached schedule, then the municipality will suspend any action to cut off or foreclose the right of redemption, and will agree not to assign, transfer or otherwise alienate the tax title lien it holds.

BE IT FURTHER RESOLVED, if any unpaid installment remains unpaid after 30 days of due date, then the municipality may proceed to enforce or foreclose the tax sale lien, or sell, assign, transfer or alienate it and shall proceed only for the unpaid balance after proper credit of such installment payments as were made.

BE IT FURTHER RESOLVED, that a certified copy of this resolution, along with an attached installment schedule will be forwarded to the Tax Collector and the property owner.

Adopted

Burgess – Hudley 4. Authorize Appointments of Special Law Enforcement Officers II Through Term Ending June 30, 2021

WHEREAS, under Township Ordinance **7-143 POWERS AND DUTIES OF THE PUBLIC SAFETY DIRECTOR**, subsection L. The Director may employ Special Law Enforcement Officers in accordance with N.J.S.A. 40A:14-146.8 et. seq. Special Law Enforcement Officers' Act. The Public Safety Director recommends the appointment of Special Law Enforcement Officer Class II for term commencing **ending June 30, 2021**.

BE IT RESOLVED, the Township Of Irvington in accordance with N.J.S.A 40A:14-146.8 et. Seq shall appoint the following as Special Law Enforcement Officer Class II for a term ending June 30, 2021:

Special Law Enforcement Officer Class II Corey Neiper
Special Law Enforcement Officer Class II Livio Cioffi
Special Law Enforcement Officer Class II Michael Walker
Special Law Enforcement Officer Class II Jorge Lluberes

BE IT FURTHER RESOLVED, the Township of Irvington in accordance with N.J.S.A. 40A:14-146.8 et. Seq shall, upon completion of the Special Law Enforcement Class II Course and certified by the New Jersey Police Training Commission be appointed as Special Law Enforcement Officer Class II for term ending June 30, 2021:

Special Law Enforcement Officer Class II Recruit Abdul McGhee
Special Law Enforcement Officer Class II Recruit Alexander Vega
Special Law Enforcement Officer Class II Recruit Alicia Ellison
Special Law Enforcement Officer Class II Recruit Anthony Rodas
Special Law Enforcement Officer Class II Recruit Arthur Jones
Special Law Enforcement Officer Class II Recruit Ayanah McCall
Special Law Enforcement Officer Class II Recruit Brandon Garcia
Special Law Enforcement Officer Class II Recruit Crystal Perez
Special Law Enforcement Officer Class II Recruit David Webb
Special Law Enforcement Officer Class II Recruit Dejon Scott
Special Law Enforcement Officer Class II Recruit Demitrious Willingham
Special Law Enforcement Officer Class II Recruit Donald Connor
Special Law Enforcement Officer Class II Recruit Faubry Dorvilma
Special Law Enforcement Officer Class II Recruit Jamaul Jerido
Special Law Enforcement Officer Class II Recruit Jessica Edwards
Special Law Enforcement Officer Class II Recruit John Crane
Special Law Enforcement Officer Class II Recruit Khalilah Jackson
Special Law Enforcement Officer Class II Recruit Kristian Kellar-Jones
Special Law Enforcement Officer Class II Recruit Kyree Pickney
Special Law Enforcement Officer Class II Recruit Lurock Rosalva
Special Law Enforcement Officer Class II Recruit Marquise Ross
Special Law Enforcement Officer Class II Recruit Mumin Awadeh
Special Law Enforcement Officer Class II Recruit Najee Jihad
Special Law Enforcement Officer Class II Recruit Omar Oglesby
Special Law Enforcement Officer Class II Recruit Oscar Barrera
Special Law Enforcement Officer Class II Recruit Ralph Faustin-Cadet
Special Law Enforcement Officer Class II Recruit Rashad Williams
Special Law Enforcement Officer Class II Recruit Rojay Cowell
Special Law Enforcement Officer Class II Recruit Ryan Tery
Special Law Enforcement Officer Class II Recruit Wiaam Ahmed
Special Law Enforcement Officer Class II Recruit Woldens Auguste
Special Law Enforcement Officer Class II Recruit Yaneeq Williams-Savory
Special Law Enforcement Officer Class II Recruit Giorvania LeRouge

Adopted

Cox – Vick 5. Authorize Fair and Open Professional Service Contract for Web Hosting and Other Special Services - Precise Virtual Development – Not To Exceed \$28,598.00

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR WEB HOSTING AND OTHER SPECIAL SERVICES**

WHEREAS, request for proposals (RFP) for Webmaster service was publicly advertised in the New Jersey Star Ledger on September 16, 2019 with a deadline for proposals to be submitted on October 28, 2019; and

WHEREAS, one proposal was received and publicly opened; and

WHEREAS, said proposals were referred to Township Administrator; and

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

Craig Felder
Precise Virtual Development
30 Knightsbridge Road
Suite 525
Piscataway, NJ 08854

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for webmaster service be awarded to Precise Virtual Development, 30 Knightsbridge Road, Suite 525, Piscataway, NJ 08854 on the basis of their response to the request for \$1,499.00 for managed Web hosting and Support, \$21,600.00 for webmaster services & support and \$5,499.00 for website redesign planning and Development an amount not to exceed \$28,598.00 starting November 26, 2019 until November 25, 2020; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract for one year from the date that this resolution is adopted and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT RESOLVED that the required Certification of Availability of Funds C9-00259 in the amount of \$4,400.00 from account number 9-01-20-100-100-299 has been obtained from the Chief Financial Officer for three months of service and the remaining balance will be certified upon adoption of the 2020 calendar year budget.

Adopted

Burgess - Vick 6. Authorize Emergency Contract – Fuel for Various Vehicles – Jimmy's Service Center - \$2,000.00

**RESOLUTION TO AWARD AN EMERGENCY CONTRACT TO PURCHASE FUEL FOR
VARIOUS TOWNSHIP VEHICLES**

WHEREAS, on October 21, 2019 the Department of Public Works was unable to obtain fuel from the gas/diesel tanks for various Township vehicles, and;

WHEREAS, the gas pump at 406 Coit Street and Civic Square malfunction which resulted in DPW Personnel unable to pump fuel, and;

WHEREAS, the Director of Public Works declared an emergency and authorized Township employees to use a retail fuel vendor to purchase gas/diesel, and;

WHEREAS, Township employees obtained gas/diesel from Jimmy's Service Center, 919 Springfield Ave, Irvington, NJ 07111, and;

WHEREAS, this situation constitutes a threat to public health, safety, welfare, and Assistant Public Safety Director declared an Emergency and Service Center, 919 Springfield Ave, Irvington, NJ 07111 provided the Township with the necessary gas/diesel, and;

WHEREAS, the Mayor concurred with the Director of Public Works and approved said emergency, and;

WHEREAS, the Township purchased a total sum of \$2,000.00 in gas/diesel, and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Public Works and the Mayor to authorize an emergency contract in the amount of \$2,000.00 with Jimmy's Service Center, 919 Springfield Ave, Irvington, NJ 07111 for gas/diesel for various Township vehicles, and;

BE IT FURTHER RESOLVED, that the required certification of availability of funds C9-002968 in the amount of \$2,000.00 from account number 9-01-32-465-465-118 has been obtained from the Chief Financial Officer for this contract.

Adopted

Cox – Hudley 7. Authorize Reimbursement of \$3,006.25 in Purchases by Municipal Employee for Various Township Projects

RESOLUTION TO REIMBURSE MUNICIPAL EMPLOYEE \$3060.25 FOR PAYMENT OF EMERGENCY EXPENSES FOR VARIOUS TOWNSHIP PRJOECTS

WHEREAS, all purchases of goods and services must be procured using a purchase order; and

WHEREAS, N.J.S.A 40A:5A-1 et eq, requires that all purchases of goods and services must be encumbered prior to the issuance of said service; and

WHEREAS, N.J.S.A. 40A:11-5(5)(a)(i) requires that all purchases must be procured in a fair, open and competitive manner; and

WHEREAS, N.J.S.A. 54A:7-1.2. requires all vendors that are paid with taxpayers funds are required to have a New Jersey Business Registration Certificate and W-9 form on file with the Municipality for tax and audit purposes; and

WHEREAS, on October 24, 2018 to August 28, 2019 John Sowell, Director of Neighborhood Preservation Program has incurred \$3006.25 in out of pocket emergency expenses for the completion of various Township Project; and

WHEREAS, John Sowell has submitted a request to be reimbursed for this service, which he paid with a credit card/check for an amount of \$3006.25; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON authorize the Qualified Purchasing Agent to reimburse, Christopher Hellwig the total sum of \$3006.25 for dues and registration fee; and

BE IT RESOLVED that the required certification of availability of funds C9-00314 in the amount of \$3006.25 from account number 9-01-22-200-201-299 has been obtained from the Chief Financial Officer.

Adopted
No: Inman

Hudley – Vick 8. Authorize Purchase of Proprietary Software for Public Safety Department – Enforsys, Polisy Enterprise Edition Suite – Enforsys Police Systems, Inc. – \$61,000.00

RESOLUTION TO PURCHASE PROPRIETARY SOFTWARE TECHNOLOGY FOR THE PUBLIC SAFETY DEPARTMENT

WHEREAS, the Public Safety Department uses Enforsys, Polisy Enterprise Edition Suite to integrate all main functionalities of records managements to aid dispatch with reporting, monthly statistics, internal email and mobile data access; and

WHEREAS, the technology and maintenance are proprietary software for Enforsys, Polisy Enterprise Edition Suite; and

WHEREAS, the total cost of this software will exceed the bid threshold; and

WHEREAS, under New Jersey Local Public Contract (NJSA 40A:11-5dd), the Township may award a contract for proprietary software in lieu of bidding; and

WHEREAS, the Township would like to take advantage of provisions of NJSA 40:11-5 (dd) and award a service contract to Enforsys Police Systems, Inc, of 27 Bleeker Street, suite 222, Millburn, NJ 07041 for the total sum of \$61,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON hereby authorizes a service contract to Enforsys Police Systems, Inc, of 27 Bleeker Street, suite 222, Millburn, NJ 07041 under provisions of NJSA 40:11-5dd to purchase proprietary software for the total sum of \$61,000.00; and

BE IT FURTHER RESOLVED, that the Township Attorney is directed to prepare the appropriate contract for such goods and services and the Mayor and Municipal Clerk is authorized to sign the same; and

BE IT FURTHER RESOLVED that Certification of Funds number C9-00303 has been obtained from the Chief Financial Officers for the total sum of \$61,000.00 charged to budget account number 9-01-25-240-240-118.

Adopted

Burgess – Inman 9. Authorize Purchases of Various Products Through the Morris County Cooperative Purchasing Program Over the \$40,000.00 Bid Threshold

AUTHORIZING PURCHASES UNDER THE MORRIS COUNTY COOPERATIVE PURCHASING PROGRAM OVER THE BID THRESHOLD OF \$40,000.00

WHEREAS, the Township of Irvington, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the Morris Cooperative Purchasing Program and,

WHEREAS, the Township of Irvington has the need on a timely basis to purchase goods or services utilizing Morris Cooperative Purchasing Program contracts; and

WHEREAS, the list of vendors below will exceed the bid threshold of \$40,000.00 for calendar year 2019:

Name of Vendor	Contract Number	Commodity	Amount
Continental Trading & Hardware	10	Lumber, Insulations, Hardware and Paint	\$250,000.00
Jen Electric	37	Traffic Signal Maintenance and Repairs	\$ 85,000.00
Tilcon New York Inc.	6	Road Resurfacing	\$ 65,000.00

WHEREAS, the Township of Irvington intends to enter into contracts with Morris County Co-op contract vendors over the bid threshold of \$40,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current Co-op contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved Morris County Co-op vendors over the bid threshold of \$40,000.00, pursuant to all the conditions of the individual contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$40,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2019

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$40,000.00.

Adopted

Cox – Beasley 10. Authorize Purchases of Various Products Through the State of New Jersey Cooperative Purchasing Program Over the \$40,000.00 Bid Threshold

AUTHORIZING PURCHASES UNDER THE STATE OF NEW JERSEY COOPERATIVE PURCHASING PROGRAM OVER THE BID THRESHOLD OF \$40,000.00

WHEREAS, the Township of Irvington, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and,

WHEREAS, the Township of Irvington has the need on a timely basis to purchase goods or Services utilizing State contracts; and

WHEREAS, the list of vendors below will exceed the bid threshold of \$40,000.00 for calendar year 2019:

Name of Vendor	Contract Number Number	Commodity	Amount
Air Brake & Equipment	89279	Auto Parts	\$ 45,000.00
A&K Equipment	88273	Auto Parts	\$ 55,000.00
Broadview	85017	Telephone Service	\$100,000.00
Fire Fighter One	T0790	Fire Equipment	\$ 70,000.00
SHI International Corp.	89851	Computer Equipment	\$ 80,000.00
Verizon Wireless	82583	Telephone Service	\$120,000.00

WHEREAS, the Township of Irvington intends to enter into contracts with State contract vendors over the bid threshold of \$40,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current State contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved New Jersey State contract vendors over the bid threshold of \$40,000.00, pursuant to all the conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$40,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2019

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$40,000.00.

Adopted

Cox – Vick 11. Authorize Issuance of Duplicate Tax Sale Certificate – 59 Delmar Place, Block 94, Lot 5

RESOLUTION TO ISSUE DUPLICATE CERTIFICATE OF SALE

WHEREAS, the Tax Collector of this municipality has previously issued a tax sale certificate to TFS CUST for FIG CAP INV NJ13, LLC, which is dated December 20, 2017 covering premises commonly known as 59 Delmar Place and referred to as Block 94 Lot 5 as set out on the municipal tax map then in use, which certificate bears number 17-00429 and;

WHEREAS, the purchaser of the aforesaid tax sale certificates has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto ;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Tax Collector of the Township of Irvington be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment fee of \$100.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the lost certificates as previously described, all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word “Duplicate” as required by law.

Adopted

Burgess – Vick 12. Appointment and Re-Appointments – Zoning Board of Adjustment - Anna Scott, Eddy Germain and Sherry Watts as Regular Members and Jean F. Thomas and Zorano M. Figueroa As Alternate Members

WHEREAS, a vacancy exist in the Membership of the Zoning Board of Adjustment due to the expiration of the terms of some of its members:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the following named person is hereby re-appointed as a member of the Zoning Board of Adjustment for term as indicated below:

NAME	ADDRESS	TYPE OF MEMBER	TERM TO EXPIRE
Anna Scott	53 Orchard Place	REGULAR	12-10-23

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Eddy Germain	8 Clements Place	REGULAR	12-10-23
Jean F. Thomas	70 Harper Avenue	ALTERNATE #1	12-10-21
Zorano M. Figueroa	34 Coit Street	ALTERNATE #2	12-10-21

NEW MEMBER

Sherry Watts	292 Myrtle Avenue	REGULAR	12-10-20
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Adopted

Cox – Beasley 13. Authorize Use of \$44,100.00 In HOME Rehabilitation Grant Funds for 76 Durand Place

RESOLUTION FOR HOME REHABILITATION PROGRAM

WHEREAS, the Township of Irvington has been awarded HOME Partnership Funds by the Department of Housing and Urban Development (HUD) and it has obligated funds for the purpose of financing its HOMEOWNER Housing Rehabilitation Program administered by the Department of Economic Development and Grants Oversight; and

WHEREAS, the Township of Irvington, Department of Economic Development and Grants Oversight has identified that the applicant, Theresa Campbell and whose address is 76 Durand Place Irvington, New Jersey, 07111 is eligible to receive assistance through the HOMEOWNER Housing Rehabilitation Program per the Township's policies and procedures; and

WHEREAS the Contractor selected through a competitive BID to perform the Rehabilitation work is Maharaj General Contracting LLC. and said funds shall be disbursed to the Contractor for the benefit of the applicant; and, the Department of Economic Development and Grants Oversight certifies that the Contractor selected to perform the Rehabilitation work on the herein property has been vetted and meets the requirement to be an eligible contractor and was awarded the BID through a competitive Bidding process;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does ratify and approve the provision of HOMEOWNER Housing Rehabilitation funds to the applicant(s) in the amount not to exceed \$ 44,100.00 , for a period of affordability of fifteen (15) years; and

BE IT FURTHER RESOLVED that the aforesaid funds are to be used for the rehabilitation of the subject property and related soft cost associated with the rehabilitation of the subject property as set forth in Exhibit A (Scope of Work), attached hereto for the premises known as, 76 Durand Place, New Jersey 07111, 1 family unit(s) and owned by Theresa Campbell; and

BE IT FURTHER RESOLVED that any such funds not expended in the rehabilitation and related soft cost associated with the rehabilitation of the subject property in accordance with adopted policy and

procedures shall be recaptured by the TOWNSHIP OF IRVINGTON for use in assisting other HUD/HOME Program applicant(s); and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Fund Req. No. _C9-00311_ in the amount of \$44,100.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. _T-21-41-850-17A-801_ in the amount of \$ _44,100.00.

Adopted

Cox – Vick 14. Authorize Amendment to Resolution EDGO 19-0909-19 – Correct Name of Redeveloper From Lyons Pride Properties, LLC to Lyons Pride Investments, LLC

AMENDMENT TO RESOLUTION #EDGO 19-0909-19 ADOPTED ON SEPTEMBER 9, 2019. 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, Resolution # EDGO 19-0909-19 adopted on September 9, 2019 by the Township of Irvington and Municipal Council designating Lyons Pride Properties, LLC as a Redeveloper.

WHEREAS, the Department of Economic Development and Grants Oversight seeks to amend Resolution # EDGO 19-0909-19 to reflect corrected name Lyons Pride Investments, LLC

WHEREAS, the Department of Economic Development and Grants Oversight seeks to further amend Resolution # EDGO 19-0909-19 to designate Lyons Pride Investments, LLC certain properties within the Township, including, without limitation, the property identified on the official tax maps of the Township as Block 86/Lot 36, Block 125/Lot 11, Block 101/Lot 9, and Block 49/Lot 25

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, 209 Orange Avenue, Block 49 and Lot 25 (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 INVESTMENTS, 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 Investments, 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

EXHIBIT A

Escrow Agreement

TOWNSHIP OF IRVINGTON
TRANSFER OF TOWNSHIP OWNED PROPERTIES ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of the ____ day of _____, 2019 by and between **LYONS PRIDE INVESTMENTS, LLC.**, (the "**Proposed Redeveloper**"), with an address 35 Smith Street, New Jersey 07111 and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey, with an address at Irvington Township Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the "**Township**").

WITNESSETH:

WHEREAS, pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.* (the "**LRHL**"), municipal council by resolution dated July 14, 2015, of the Township (the "Township Council") has duly designated the entire Township as an area in need of rehabilitation and has further adopted the Township-Wide Area in Need of Rehabilitation Redevelopment Plan in accordance with the procedures set forth in the LRHL; and

WHEREAS, the Act authorizes municipalities to adopt a redevelopment plan for an area as an designated as an "area in need of rehabilitation" pursuant to which redevelopment projects are to be undertaken and the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3549 dated August 11, 2015 and which became effective on September 1, 2015, entitled the Township-Wide Area in need of Rehabilitation Redevelopment Plan (the "**Redevelopment Plan**"), governing the Rehabilitation Area, including, but not limited to the properties referenced herein, in accordance with N.J.S.A. 40A: 12A-7; and

WHEREAS, the Township is the owner of certain property(ies) located within the Rehabilitation Area identified as Block 86 and Lot 36, Block 125 and Lot 11, Block 101 and Lot 9, Block 49 and Lot 25 on the official tax map of the Township and commonly known, respectively as 83 Madison Avenue, 43 Tichenor Place, 149 Western Parkway, and 209 Orange Avenue (the "Property"); and

WHEREAS, the Proposed Redeveloper and the Township, in its capacity as redevelopment entity, intend to negotiate a Redevelopment Agreement and Purchase and Sales Agreement (collectively, the "**Agreement**"), with respect to the designation of the Proposed Redeveloper as "redeveloper" to redevelop certain real properties commonly known as: 83 Madison Avenue, Block 86 and Lot 36; 43 Tichenor Place, Block 125 and Lot 11; and, 149 Western Parkway, Block 101 and Lot 9; 209 Orange Avenue, Block 49 and Lot 25 on the Official Tax Maps of the Township (the "**Properties**").

WHEREAS, to cover the cost to the Township to engage in negotiations, finalize the Redevelopment Agreement, Purchase and Sales Agreement, and all documents actual transfer of the properties to the Redeveloper and as a precondition thereto, the Proposed Redeveloper has agreed to deposit with the Township initial amount of **FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS** (the "**Escrow Deposit**"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain cost incurred by or on behalf of the Township arising out of or in connection with the selection and designation of the Proposed Redeveloper as redeveloper and the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals. The recitals are hereby incorporated herein as if set forth in

2. Escrow Deposit. The initial 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 Agreement, if the parties are successful in their negotiations and one is executed, 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 pursuant to the terms of this Escrow Agreement.

3. Scope of Reimbursable Services. (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Proposed Redeveloper as Redeveloper, the negotiation and preparation of this Agreement; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Proposed Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the "**Reimbursable Activities**"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal board held at the request of or with the consent of the Proposed Redeveloper, at a cost of up to **\$1,000.00. per meeting.**

4. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township 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 this Escrow Agreement.

5. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities, including professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Proposed Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside professionals or consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for Reimbursable Activities charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Proposed

Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Proposed 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.

6. Accounting and Additional Deposits. Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Proposed Redeveloper, the Township shall prepare and send to the Proposed 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**, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the negotiations or document preparations, the Township shall provide the Proposed Redeveloper with a notice of insufficient escrow deposit balance. The Proposed Redeveloper shall deposit to the escrow account said additional funds such that the total amount on deposit shall be not less than **FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Proposed Redeveloper.

7. Close Out Procedures. Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Proposed Redeveloper shall send written notice by certified mail to the Township, the Township Attorney and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days, and if so requested shall send an informational copy simultaneously to the Proposed Redeveloper. Within thirty (30) days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Proposed Redeveloper detailing the uses to which the escrow funds were put. The Proposed Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Proposed Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

8. Disputed Charges. (a) The Proposed Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. 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 45 days from the Proposed Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Proposed Redeveloper with an informational copy of the voucher, then the Proposed Redeveloper shall send notice within thirty 60 days from 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 Proposed Redeveloper's acceptance of the charge and a waiver by the Proposed Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Proposed Redeveloper's favor after

having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Proposed Redeveloper hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

12. Effective Date. This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWNSHIP OF IRVINGTON

Name:

Title:

By: _____

Name:

Title:

Witness or Attest:

Lyons Pride Investments, LLC

Name:

Title:

By: _____

Name:

Title:

Adopted

Beasley – Hudley 15. Authorize Use of \$5,000.00 in HUD/HOME Irvington Homebuyer Soft Costs Assistance Loan Program Funds for 14 Naden Avenue

HOME OWNERSHIP PROGRAM GRANT AWARD

WHEREAS, the Township of Irvington has obligated funds for the purpose of financing its HUD/HOME Irvington Homebuyer Assistance Program; and

WHEREAS, the Township of Irvington has committed funds for its HUD/HOME Irvington Homebuyer Assistance Program in accordance with its “Policy and Procedural Manual for the Homebuyer Program” per application to the Township’s HUD/HOME Program; and

WHEREAS, the Township of Irvington’s Department of Economic Development and Grants Oversight Director has certified that the applicant(s) identified herein are eligible for the HUD/HOME Irvington Homebuyer Assistance Program benefits in accordance with HUDs and the Township’s adopted policies and procedures; and

WHEREAS, the Mayor has previously authorized the provision of the requested HUD/HOME Irvington Homebuyer Assistance Program benefits in accordance with the provisions of said policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does ratify and approve the provision of the HUD/HOME Irvington Homebuyer Assistance Program funds to the applicant(s) below in the amount set forth in the Irvington Homebuyers Assistance Program Agreement – Case No. HB-2019-020, in the amount of \$5,000; and

BE IT FURTHER RESOLVED that the aforesaid funds are to be used toward Closing Cost for the process of purchasing the premises known as, 14 Naden Avenue, IRVINGTON, NEW JERSEY 07111, Sales Contract, Exhibit A; and

BE IT FURTHER RESOLVED that the aforesaid funds are to use Irvington Homebuyer Assistance Program funds and are to be paid to Mireille Charles subject to having provided the Department of Economic Development and Grants Oversight with a true copy of their contract of sale, mortgage commitment and appraisal, and whose attorney and title company is properly licensed to practice law and transfer title by the State of New Jersey and the Homebuyer Assistance Program Agreement between the applicant(s); and

BE IT FURTHER RESOLVED that any such funds not expended in the Purchase of the subject property in accordance with adopted policy and procedures shall be recaptured by the TOWNSHIP of IRVINGTON for use in assisting other HUD/HOME Irvington Homebuyer Assistance Program applicant(s); and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certification of Funds Req. No. C9-00318 for the above have been obtained from the Chief Financial Officer of the Township and the appropriation to be charged for the expenditure is Account No. T-21-41-850-17A-805 in the amount of \$5,000.00

Adopted

Cox – Burgess 16. Amend Resolution OCDP19-0311-1 Designating Redevelopment And Capital Partners, LLC as Redeveloper – Delete 209 Orange Avenue; 413 21st Street; 759 Springfield Avenue; 761 Springfield Avenue; 178 Union Avenue and 129 Mill Road and Add 107 Ellis Avenue; 111 Ellis Avenue; 115 Ellis Avenue; 117 Ellis Avenue; 119 Ellis Avenue; 121 Ellis Avenue; 121 Ellis Avenue; 125 Ellis Avenue; 127-129 Ellis Avenue

RESOLUTION AMENDING RESOLUTION NO. OCDP19-0311-1 AUTHORIZING THE DESIGNATION OF REDEVELOPMENT CAPITAL PARTNERS, LLC AS REDEVELOPER OF CERTAIN PARCELS WHICH ARE WITHIN THE EAST WARD/ EAST SPRINGFIELD AVENUE REDEVELOPMENT PLAN.

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Township Municipal Council by Ordinance No. MC 3258 adopted on March 9, 2004 designated certain parcels located within and contiguous to the East Ward as in need of Redevelopment pursuant to N.J.S.A. 40A:12A-4(a)(3) *The Redevelopment Plan for the East Ward/East Springfield Avenue Redevelopment Area* (the “Redevelopment Plan”)

WHEREAS, the Municipal Council, by Resolution No. UEZ 03-1015-20 dated October 15, 2003, referred the Redevelopment Plan to the Planning Board for its review and recommendation pursuant to N.J.S.A. 40A:12A-7; and

WHEREAS, the Planning Board, by memorandum dated January 26, 2004 recommended that the Municipal Council adopt the Redevelopment Plan for the Area; and

WHEREAS, the Municipal Council hereby finds that it is appropriate for the Plan to be adopted for the Area, being, among other things, substantially consistent with the Master Plan for the Township of Irvington.

WHEREAS, Redevelopment Capital Partners, LLC whose address is 494 Broad Street, Suite 206, Newark, NJ 07102 and is proposing to redevelop said parcel which is located within the East Ward/East Springfield Avenue Redevelopment Area (the Redevelopment Plan)

WHEREAS, Redevelopment Capital Partners, LLC is no longer proposing to redevelop the following properties: 209 Orange Avenue; 413 21st Street; 759 Springfield Avenue; 761 Springfield Avenue; 178 Union Avenue; 129 Mill Road within the Township-Wide Area in Need of Redevelopment-Redevelopment Plan and the East Ward/East Springfield Avenue Redevelopment Plan and has agreed to transfer such properties to other developers to promote large-scale development within the Township of Irvington.

WHEREAS, Redevelopment Capital Partners, LLC is hereby proposing to redevelop the following properties: 107 Ellis Avenue; 111 Ellis Avenue; 115 Ellis Avenue; 117 Ellis Avenue; 119 Ellis Avenue; 121 Ellis Avenue; 121 Ellis Avenue; 125 Ellis Avenue; 127-129 Ellis Avenue within the Township-Wide Area in Need of Redevelopment-Redevelopment Plan and the East Ward/East Springfield Avenue Redevelopment Plan and has agreed to transfer such properties to other developers to promote large-scale development within the Township of Irvington.

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

Section 1. The above recitals are incorporated herein by reference.

Section 2. Redevelopment Capital Partners, LLC is hereby designated as redeveloper of the attached list of properties pursuant to section 8 of the Act for a period not to exceed two (2) years from the date of adoption of this Resolution within which time Redevelopment Capital Partners, LLC, shall be required to secure Planning Board approval within a year after receiving title to foreclosed properties and a certificate of completion for site within two years consistent with the Plans stated in the Resolution.

Section 3. This resolution shall take effect immediately.

Adopted

Cox – Hudley 17. Authorize Amendment to Resolution EDGO 19-0909-22 to Provide For Acquisition of Title by the Township of Various Properties and the Designation of Lionheart Development Group, LLC as Redeveloper Subject to Transfer of the Property to the Redeveloper
- 417 21st Street, Block 162 and Lot 24, 421 21st Street, Block 162 and Lot 25, 423 21st Street, Block 162 and Lot 26, 417 21st Street, Block 162 and Lot 24, 421 21st Street, Block 162 and Lot 25, 423 21st Street, Block 162 and Lot 26, 761 Springfield Avenue, Block 162 and Lot 16, 759 Springfield Avenue, Block 162 and Lot 17, 757 Springfield Avenue, Block 162 and Lot 18, 755 Springfield Avenue, Block 162 and Lot 19, 753 Springfield Avenue, Block 162 and Lot 20, 751 Springfield Avenue, Block 162 and Lot 21, 749 Springfield Avenue, Block 162 and Lot 22, 423 21st Street, Block 162 and Lot 26

**AMENDMENT TO RESOLUTION #EDGO 19-0909-22 ADOPTED ON SEPTEMBER 9, 2019.
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, the Department of Economic Development and Grants Oversight seeks to amend Resolution # EDGO 19-0909-22 to designate Lionheart Development Group, LLC 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, 761 Springfield Avenue, Block 162 and Lot 16, 759 Springfield Avenue, Block 162 and Lot 17, 757 Springfield Avenue, Block 162 and Lot 18, 755 Springfield Avenue, Block 162 and Lot 19, 753 Springfield Avenue, Block 162 and Lot 20, 751 Springfield Avenue, Block 162 and Lot 21, 749 Springfield Avenue Block 162 and Lot 22, 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 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, 417 21st Street, Block 162 and Lot 24, 421 21st Street, Block 162 and Lot 25, 423 21st Street, Block 162 and Lot 26, 761 Springfield Avenue, Block 162 and Lot 16, 759 Springfield Avenue, Block 162 and Lot 17, 757 Springfield Avenue, Block 162 and Lot 18, 755 Springfield Avenue, Block 162 and Lot 19, 753 Springfield Avenue, Block 162 and Lot 20, 751 Springfield Avenue, Block 162 and Lot 21, 749

Springfield Avenue Block 162 and Lot 22, 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

EXHIBIT A

Escrow Agreement

**TOWNSHIP OF IRVINGTON
FORECLOSURE ESCROW AGREEMENT**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of the ____ day of _____, 2019 by and between **LIONHEART DEVELOPMENT GROUP, LLC.**, (the "**Proposed Redeveloper**"), with an address at 16 Pearl Street, Suite 114 Metuchen, NJ 08840 and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey, with an address at Irvington Township Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the "**Township**").

WITNESSETH:

WHEREAS, pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.* (the "**LRHL**"), municipal council of the Township (the "**Township Council**") has duly designated the entire Township as an area in need of rehabilitation and has further adopted the Township-Wide Area in Need of Rehabilitation Redevelopment Plan in accordance with the procedures set forth in the LRHL; and

WHEREAS, the Proposed Redeveloper and the Township, in its capacity as redevelopment entity, intend to negotiate a Redevelopment Agreement, Purchase and Sales Agreement, and/or Financial Agreement (collectively, the "**Agreement**"), with respect to the designation of the Proposed Redeveloper as "redeveloper" under the LRHL to provide for (i) the redevelopment of certain real property commonly known as 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, 761 Springfield Avenue, Block 162 and Lot 16, 759 Springfield Avenue, Block 162 and Lot 17, 757 Springfield Avenue, Block 162 and Lot 18, 755 Springfield Avenue, Block 162 and Lot 19, 753 Springfield Avenue, Block 162 and Lot 20, 751 Springfield Avenue, Block 162 and Lot 21, 749 Springfield Avenue Block 162 and Lot 22, 423 21st Street, Block 162 and Lot 26 on the Official Tax Maps of the Township (the "**Property**"); and

WHEREAS, the Proposed Redeveloper proposes to explore the acquisition of one or more lots or properties to facilitate redevelopment. (together with Property, the "**Project**") (the "**Project**"); and

WHEREAS, to cover the cost of the Township to foreclose on the lien attached to the property(ies), and as a precondition thereto, the Proposed Redeveloper has agreed to deposit with the Township the initial amount of **ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS** (the "**Escrow Deposit**"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain cost incurred by or on behalf of the

Township arising out of or in connection with the selection and designation of the Proposed Redeveloper as redeveloper and the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals. The recitals are hereby incorporated herein as if set forth in

2. Escrow Deposit. The initial 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 Agreement, if the parties are successful in their negotiations and one is executed, 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 pursuant to the terms of this Escrow Agreement.

3. Scope of Reimbursable Services. (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Proposed Redeveloper as Redeveloper, the negotiation and preparation of this Agreement; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Proposed Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the "**Reimbursable Activities**"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal board held at the request of or with the consent of the Proposed Redeveloper, at a cost of up to **\$1,000.00. per meeting.**

4. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township 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 this Escrow Agreement.

5. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities, including professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Proposed Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside professionals or consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for Reimbursable Activities charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Proposed Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Proposed 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.

6. Accounting and Additional Deposits. Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Proposed Redeveloper, the Township shall prepare and send to the Proposed 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 **FIVE HUNDRED and 00/100 (\$500.00) DOLLARS**, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the completion of the foreclosure process, the Township shall provide the Proposed Redeveloper with a notice of insufficient escrow deposit balance. The Proposed Redeveloper shall deposit to the escrow account said additional funds such that the total amount on deposit shall be not less than **ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Proposed Redeveloper.

7. Close Out Procedures. Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Proposed Redeveloper shall send written notice by certified mail to the Township, the Township Attorney and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days, and if so requested shall send an informational copy simultaneously to the Proposed Redeveloper. Within thirty (30) days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Proposed Redeveloper detailing the uses to which the escrow funds were put. The Proposed Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Proposed Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

8. Disputed Charges. (a) The Proposed Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. 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 45 days from the Proposed Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Proposed Redeveloper with an informational copy of the voucher, then the Proposed Redeveloper shall send notice within thirty 60 days from 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 Proposed Redeveloper's

acceptance of the charge and a waiver by the Proposed Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Proposed Redeveloper's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Proposed Redeveloper hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

12. Effective Date. This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWNSHIP OF IRVINGTON

Name:
Title:

By: _____
Name:
Title:

Witness or Attest:

LIONHEART DEVELOPMENT GROUP, LLC

Name:
Title:

By: _____
Name:
Title:

Adopted

Cox – Vick 18. Designate ZMI Capital, LLC as Redeveloper of 130 Ellis Avenue, Block 162, Lot 7 and Authorize Entering Into Escrow Agreement

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX AUTHORIZING THE DESIGNATION OF ZMI CAPITAL, 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 130 Ellis Avenue, Block 162 and Lot 7 (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, ZMI CAPITAL, 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. ZMI CAPITAL, 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

EXHIBIT A

Escrow Agreement

**TOWNSHIP OF IRVINGTON
TRANSFER OF TOWNSHIP OWNED PROPERTIES ESCROW AGREEMENT**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of the ____ day of _____, 2019 by and between **ZMI CAPITAL, LLC.**, (the "**Proposed Redeveloper**"), with an address 1346 42ND Street Brooklyn, NY 11219 and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey, with an address at Irvington Township Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the "**Township**").

WITNESSETH:

WHEREAS, pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.* (the "**LRHL**"), municipal council by resolution dated July 14, 2015, of the Township (the "**Township Council**") has duly designated the entire Township as an area in need of rehabilitation and has further adopted the Township-Wide Area in Need of Rehabilitation Redevelopment Plan in accordance with the procedures set forth in the LRHL; and

WHEREAS, the Act authorizes municipalities to adopt a redevelopment plan for an area as an designated as an "area in need of rehabilitation" pursuant to which redevelopment projects are to be undertaken and the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3549 dated August 11, 2015 and which became effective on September 1, 2015, entitled the Township-Wide Area in need of Rehabilitation Redevelopment Plan (the "**Redevelopment Plan**"), governing the Rehabilitation Area, including, but not limited to the properties referenced herein, in accordance with N.J.S.A. 40A: 12A-7; and

WHEREAS, the Township is the owner of certain property(ies) located within the Rehabilitation Area identified as Block 162 and Lot 7, on the official tax map of the Township and commonly known, respectively as 130 Ellis Avenue (the “Property”); and

WHEREAS, the Proposed Redeveloper and the Township, in its capacity as redevelopment entity, intend to negotiate a Redevelopment Agreement and Purchase and Sales Agreement (collectively, the “**Agreement**”), with respect to the designation of the Proposed Redeveloper as “redeveloper” to redevelop certain real properties commonly known as: 130 Ellis Avenue, Block 162 and Lot 7 on the Official Tax Maps of the Township (the “**Properties**”).

WHEREAS, to cover the cost to the Township to engage in negotiations, finalize the Redevelopment Agreement, Purchase and Sales Agreement, and all documents actual transfer of the properties to the Redeveloper and as a precondition thereto, the Proposed Redeveloper has agreed to deposit with the Township initial amount of **FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS** (the “**Escrow Deposit**”), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain cost incurred by or on behalf of the Township arising out of or in connection with the selection and designation of the Proposed Redeveloper as redeveloper and the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals. The recitals are hereby incorporated herein as if set forth in

2. Escrow Deposit. The initial 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 Agreement, if the parties are successful in their negotiations and one is executed, 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 pursuant to the terms of this Escrow Agreement.

3. Scope of Reimbursable Services. (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Proposed Redeveloper as Redeveloper, the negotiation and preparation of this Agreement; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Proposed Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the “**Reimbursable Activities**”). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal board held at the request of or with the consent of the Proposed Redeveloper, at a cost of up to **\$1,000.00. per meeting.**

4. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township 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 this Escrow Agreement.

5. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities, including professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Proposed Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside professionals or consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for Reimbursable Activities charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Proposed Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Proposed 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.

6. Accounting and Additional Deposits. Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Proposed Redeveloper, the Township shall prepare and send to the Proposed 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**, or if the escrow account otherwise contains insufficient funds to enable the Township to continue with the negotiations or document preparations, the Township shall provide the Proposed Redeveloper with a notice of insufficient escrow deposit balance. The Proposed Redeveloper shall deposit to the escrow account said additional funds such that the total amount on deposit shall be not less than **FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Proposed Redeveloper.

7. Close Out Procedures. Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Proposed Redeveloper shall send written notice by certified mail to the Township, the Township Attorney and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days, and if so requested shall send an informational copy simultaneously to the Proposed Redeveloper. Within thirty (30) days of receipt of the final bill the Township shall pay all

outstanding bills and render a written final accounting to the Proposed Redeveloper detailing the uses to which the escrow funds were put. The Proposed Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Proposed Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

8. Disputed Charges. (a) The Proposed Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. 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 45 days from the Proposed Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Proposed Redeveloper with an informational copy of the voucher, then the Proposed Redeveloper shall send notice within thirty 60 days from 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 Proposed Redeveloper's acceptance of the charge and a waiver by the Proposed Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Proposed Redeveloper's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Proposed Redeveloper hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

12. Effective Date. This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWNSHIP OF IRVINGTON

Name:
Title:

By: _____
Name:
Title:

Witness or Attest:

ZMI CAPITAL, LLC

Name:
Title:

By: _____
Name:
Title:

Adopted

Beasley – Cox 19. Designate Satchimo Development as Redeveloper of 175 Ellis Avenue, Block 135, Lot 19 and Authorize Entering Into Escrow Agreement

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, IN THE COUNTY OF ESSEX AUTHORIZING THE DESIGNATION OF SATCHIMO DEVELOPMENT 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 175 Ellis Avenue, Block 135 and Lot 19 (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, SATCHIMO DEVELOPMENT (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. SATCHIMO DEVELOPMENT 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

EXHIBIT A

Escrow Agreement

**TOWNSHIP OF IRVINGTON
TRANSFER OF TOWNSHIP OWNED PROPERTIES ESCROW AGREEMENT**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made as of the ____day of _____, 2019 by and between **SATCHIMO DEVELOPMENT** (the "**Proposed Redeveloper**"), with an address 531 Valley Road West Orange, NJ 07052 and **THE TOWNSHIP OF IRVINGTON**, a body corporate and politic of the State of New Jersey, with an address at Irvington Township Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the "**Township**").

WITNESSETH:

WHEREAS, pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.* (the “**LRHL**”), municipal council by resolution dated July 14, 2015, of the Township (the “Township Council”) has duly designated the entire Township as an area in need of rehabilitation and has further adopted the Township-Wide Area in Need of Rehabilitation Redevelopment Plan in accordance with the procedures set forth in the LRHL; and

WHEREAS, the Act authorizes municipalities to adopt a redevelopment plan for an area as an designated as an “area in need of rehabilitation” pursuant to which redevelopment projects are to be undertaken and the Township Council duly adopted a redevelopment plan by Ordinance MC No. 3549 dated August 11, 2015 and which became effective on September 1, 2015, entitled the Township-Wide Area in need of Rehabilitation Redevelopment Plan (the “**Redevelopment Plan**”), governing the Rehabilitation Area, including, but not limited to the properties referenced herein, in accordance with N.J.S.A. 40A: 12A-7; and

WHEREAS, the Township is the owner of certain property(ies) located within the Rehabilitation Area identified as Block 135 and Lot 19, on the official tax map of the Township and commonly known, respectively as 175 Ellis Avenue (the “Property”); and

WHEREAS, the Proposed Redeveloper and the Township, in its capacity as redevelopment entity, intend to negotiate a Redevelopment Agreement and Purchase and Sales Agreement (collectively, the “**Agreement**”), with respect to the designation of the Proposed Redeveloper as “redeveloper” to redevelop certain real properties commonly known as: 175 Ellis Avenue, Block 135 and Lot 9 on the Official Tax Maps of the Township (the “**Properties**”).

WHEREAS, to cover the cost to the Township to engage in negotiations, finalize the Redevelopment Agreement, Purchase and Sales Agreement, and all documents actual transfer of the properties to the Redeveloper and as a precondition thereto, the Proposed Redeveloper has agreed to deposit with the Township initial amount of **FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS** (the “**Escrow Deposit**”), to be deposited in an escrow account and disbursed in accordance with the provisions of this Escrow Agreement to defray certain cost incurred by or on behalf of the Township arising out of or in connection with the selection and designation of the Proposed Redeveloper as redeveloper and the negotiation and preparation of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals. The recitals are hereby incorporated herein as if set forth in

2. Escrow Deposit. The initial 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 Agreement, if the parties are successful in their negotiations and one is executed, 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 pursuant to the terms of this Escrow Agreement.

3. Scope of Reimbursable Services. (a) The Township shall be entitled to be reimbursed for all professional charges incurred in connection with the selection and designation of the Proposed Redeveloper as Redeveloper, the negotiation and preparation of this Agreement; the preparation and

review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Proposed Redeveloper, its professionals, Township staff or retained professional(s) in the negotiation and preparation of such Agreement and related documents or materials (collectively, the "**Reimbursable Activities**"). **Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Escrow Agreement, and is not contingent upon the outcome of the negotiations or execution of an Agreement.**

(b) Properly reimbursable professional charges shall be reasonable and necessary and shall relate to Reimbursable Activities performed by outside consultants and professionals.

(c) In addition to professional and consultant fees and expenses, properly reimbursable charges shall include a charge for each special meeting of a municipal board held at the request of or with the consent of the Proposed Redeveloper, at a cost of up to **\$1,000.00. per meeting.**

4. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township 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 this Escrow Agreement.

5. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities, including professional charges or the charges for special meetings.

(b) Professional charges paid out of the escrow account shall include professional charges in connection with the Reimbursable Activities. The Proposed Redeveloper shall not be charged for any costs and expenses not associated with the Reimbursable Activities. The only costs that shall be added shall be actual out-of-pocket expenses of such professionals or outside professionals or consultants, including normal and typical expenses incurred in connection with such Reimbursable Activities.

(c) Each payment for Reimbursable Activities charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-quarter (1/4) hour increments, the hourly rate, and specifying properly reimbursable expenses. All professionals shall submit the required vouchers or statements to the Township on a periodic basis in accordance with the schedule and procedures established by the Township. If so requested by the Proposed Redeveloper the professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to the Proposed 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.

6. Accounting and Additional Deposits. Upon the execution of an Agreement, termination of negotiations, or as reasonably requested by the Proposed Redeveloper, the Township shall prepare and send to the Proposed 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**, or if the escrow account otherwise contains insufficient funds to enable the

Township to continue with the negotiations or document preparations, the Township shall provide the Proposed Redeveloper with a notice of insufficient escrow deposit balance. The Proposed Redeveloper shall deposit to the escrow account said additional funds such that the total amount on deposit shall be not less than **FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS**, such deposit to be made within five (5) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to the Proposed Redeveloper.

7. Close Out Procedures. Upon termination of negotiations without an Agreement being executed, or upon the execution of an Agreement, and unless otherwise provided in the Agreement, the Proposed Redeveloper shall send written notice by certified mail to the Township, the Township Attorney and to the relevant municipal professional(s), requesting that the remaining balance of the Escrow Deposit be refunded or otherwise applied as agreed to pursuant to the terms of the executed Agreement. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days, and if so requested shall send an informational copy simultaneously to the Proposed Redeveloper. Within thirty (30) days of receipt of the final bill the Township shall pay all outstanding bills and render a written final accounting to the Proposed Redeveloper detailing the uses to which the escrow funds were put. The Proposed Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section. If an Agreement is executed and the Proposed Redeveloper so requests, the Township agrees to apply any balance remaining in the Escrow Deposit towards the funding of any escrow deposits that may be required to be posted pursuant to the terms of the executed Agreement.

8. Disputed Charges. (a) The Proposed Redeveloper may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. 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 45 days from the Proposed Redeveloper's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Proposed Redeveloper with an informational copy of the voucher, then the Proposed Redeveloper shall send notice within thirty 60 days from 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 Proposed Redeveloper's acceptance of the charge and a waiver by the Proposed Redeveloper of all objections to the charge and to payment thereof out of the escrow account.

(b) During the pendency of a dispute the Township may continue to pay undisputed charges out of the escrow account. If a dispute over a charge is resolved in the Proposed Redeveloper's favor after having been paid, the Township shall reimburse the escrow account in the amount determined to be properly disputed.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Essex County, New Jersey, and the Proposed Redeveloper hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

12. Effective Date. This Escrow Agreement shall not become effective unless and until the initial Escrow Deposit is made.

The balance of this page intentionally left blank; signatures appear on next page.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

Witness or Attest:

TOWNSHIP OF IRVINGTON

Name:

Title:

By: _____

Name:

Title:

Witness or Attest:

SATCHIMO DEVELOPMENT

Name:

Title:

By: _____

Name:

Title:

Adopted

Beasley – Cox 20. Authorize Use of \$32,350.00 in HOME Rehabilitation Grant and Funds for 84 Maple Avenue

RESOLUTION FOR HOME REHABILITATION PROGRAM

WHEREAS, the Township of Irvington has been awarded HOME Partnership Funds by the Department of Housing and Urban Development (HUD) and it has obligated funds for the purpose of financing its HOMEOWNER Housing Rehabilitation Program administered by the Department of Economic Development and Grants Oversight; and

WHEREAS, the Township of Irvington, Department of Economic Development and Grants Oversight has identified that the applicant, Sara Farrar and whose address is 84 Maple Avenue Irvington, New Jersey, 07111 is eligible to receive assistance through the HOMEOWNER Housing Rehabilitation Program per the Township's policies and procedures; and

WHEREAS the Contractor selected through a competitive BID to perform the Rehabilitation work is Maharaj General Contracting LLC. and said funds shall be disbursed to the Contractor for the benefit of the applicant; and, the Department of Economic Development and Grants Oversight certifies that the

Contractor selected to perform the Rehabilitation work on the herein property has been vetted and meets the requirement to be an eligible contractor and was awarded the BID through a competitive Bidding process;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington does ratify and approve the provision of HOMEOWNER Housing Rehabilitation funds to the applicant(s) in the amount not to exceed \$ 32,250.00 for a period of affordability of ten (10) years; and

BE IT FURTHER RESOLVED that the aforesaid funds are to be used for the rehabilitation of the subject property and related soft cost associated with the rehabilitation of the subject property as set forth in Exhibit A (Scope of Work), attached hereto for the premises known as, 84 Maple Avenue New Jersey 07111, 1 family unit(s) and owned by Sara Farrar; and

BE IT FURTHER RESOLVED that any such funds not expended in the rehabilitation and related soft cost associated with the rehabilitation of the subject property in accordance with adopted policy and procedures shall be recaptured by the TOWNSHIP OF IRVINGTON for use in assisting other HUD/HOME Program applicant(s); and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certificate of Fund Req. No. C9-00312 in the amount of \$32,250.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. _T-21-41-850-18A-801 in the amount of \$32,250.00.

Adopted

Inman – Beasley 21. Authorize Award of \$19,000.00 in Grant Funds to The Irvington Counseling Center

Irvington Counseling Center

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to Irvington Counseling Center, a private Non-Profit corporation of the State of New Jersey with principal offices 21-29 Wagner Place, Irvington, NJ 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the Irvington Counseling Center, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Irvington Counseling Center, to provide a complete mental health program for seniors in need of services, which includes Individual, Family and Group Counseling with activities, as well as Psychiatric Services, Home visits and crisis intervention are provided for the frail and elderly that cannot leave their homes.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00321 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850- 20C-801.

Adopted

Inman – Vick 22. Authorize Award of \$19,000.00 in Grant Funds to The Partnership for Maternal and Child Health of Northern NJ

The Partnership for Maternal and Child Health of Northern NJ

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to The Partnership for Maternal and Child Health of Northern NJ, a private Non-Profit corporation of the State of New Jersey with principal offices at 50 Park Place, Suite 700, Newark, NJ 07102 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the The Partnership for Maternal and Child Health of Northern NJ, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Partnership for Maternal and Child Health of Northern NJ, for which activities provided by the Partnership's IFDC Family Success Center for families to build self-sufficiency, foster family stability, and encourage goal setting. All services are free and open to all residents.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00322 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-20C-803.

Adopted

Hudley - Cox 23. Authorize Award of \$15,000.00 in Grant Funds to Community Organization Making Better Alternatives Today (C.O.M.B.A.T.T.)

C.O.M.B.A.T.T.

(Community Organization Making Better Alternatives Today for Tomorrow, Inc.)

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$15,000.00 to C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., a private Non-Profit corporation of the State of New Jersey with principal offices 1763 SIXTH STREET, EWING, NEW JERSEY 08638 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$15,000.00 with the C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with C.O.M.B.A.T.T. (Community Organization Making Better Alternatives Today for Tomorrow, Inc., for an after-school behavior modification project, an educational, social and recreational experience to at-risk youths who reside in Irvington, New Jersey.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00323 in the amount of \$15,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850- 20C-806.

Adopted

Inman – Cox 24. Authorize Use of \$19,000.00 in Community Development Block Grant Funds for The Association for Retarded Citizens (ARC)

The Arc of Essex County

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to The Arc of Essex County, a private Non-Profit corporation of the State of New Jersey with principal

offices at 123 Naylon Avenue, Livingston, NJ 07039 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with the The Arc of Essex County, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Arc of Essex County, for seven (7) weeks of specialized camp services for approximately 17 Irvington special needs youth/children including door-to-door transportation.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00324 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-20C-802.

Adopted

Hudley – Beasley 25. Authorize Use of \$15,000.00 in Community Development Block Grant Funds for Girl Scout Leadership Experience (GSLE)

Girls Scout Heart of New Jersey (GSHNJ)

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$15,000.00 to GIRLS SCOUT HEART OF NEW JERSEY (GSHNJ), a private Non-Profit corporation of the State

of New Jersey with principal offices 1171 Route 28, North Branch, NEW JERSEY 08876 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$15,000.00 with the GSHNJ, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement to bring their signature Girl Scout Leadership Experience (GSLE) program to underserved girls in Irvington, New Jersey, by partnering with four Irvington Schools
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00325 in the amount of \$15,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850- 20C-812.

Adopted

Hudley – Cox 26. Authorize Award of \$19,000.00 in Grant Funds to Urban League of Essex County

Urban League of Essex County

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$19,000.00 to Urban League of Essex County, a private Non-Profit corporation of the State of New Jersey with

principal offices at 508 Central Avenue, Newark, NJ 07107 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$19,000.00 with Urban League of Essex County, a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with Urban League of Essex County, for Homebuyers education and counseling to residents in need. This will include both pre-purchase education/counseling and default prevention counseling.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00326 in the amount of \$19,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850- 20C-807.

Adopted

Inman – Hudley 27. Authorize Award of \$15,000.00 in Grant Funds to The Bridge, Inc.

The Bridge Inc.

WHEREAS, the Township of Irvington is a recipient of 2019-2020 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount \$15,000.00 to The Bridge Inc., a private Non-Profit corporation of the State of New Jersey with principal offices 50

UNION AVENUE, IRVINGTON, NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$15,000.00 with The Bridge Inc., a private Non-Profit Corporation of the State of New Jersey; and

WHEREAS, the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards" which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS, OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (N.J.S.A. 40A:11-1 et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

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

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with The Bridge Inc., for counseling services suffering from addiction and/or mental health for individuals and families living in the Irvington area with low/moderate income levels.
2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. C9-00327 in the amount of \$15,000.00 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-20C-804.

Adopted

Beasley – Cox 28. Authorize Use of \$5,000.00 in HUD/HOME Irvington Homebuyer Soft Costs Assistance Loan Program Funds for 20 Ruth Street

HOME OWNERSHIP PROGRAM GRANT AWARD

WHEREAS, the Township of Irvington has obligated funds for the purpose of financing its HUD/HOME Irvington Homebuyer Assistance Program; and

WHEREAS, the Township of Irvington has committed funds for its HUD/HOME Irvington Homebuyer Assistance Program in accordance with its "Policy and Procedural Manual for the Homebuyer Program" per application to the Township's HUD/HOME Program; and

WHEREAS, the Township of Irvington's Department of Economic Development and Grants Oversight Director has certified that the applicant(s) identified herein are eligible for the HUD/HOME Irvington Homebuyer Assistance Program benefits in accordance with HUDs and the Township's adopted policies and procedures; and

WHEREAS, the Mayor has previously authorized the provision of the requested HUD/HOME Irvington Homebuyer Assistance Program benefits in accordance with the provisions of said policy.

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

IRVINGTON that the Township of Irvington does ratify and approve the provision of the HUD/HOME Irvington Homebuyer Assistance Program funds to the applicant(s) below in the amount set forth in the Irvington Homebuyers Assistance Program Agreement – Case No. HB-2019-021, in the amount of \$5,000; and

BE IT FURTHER RESOLVED that the aforesaid funds are to be used toward Closing Cost for the process of purchasing the premises known as, 20 Ruth Street, IRVINGTON, NEW JERSEY 07111, Sales Contract, Exhibit A; and

BE IT FURTHER RESOLVED that the aforesaid funds are to use Irvington Homebuyer Assistance Program funds and are to be paid to Tonya Washington subject to having provided the Department of Economic Development and Grants Oversight with a true copy of their contract of sale, mortgage commitment and appraisal, and whose attorney and title company is properly licensed to practice law and transfer title by the State of New Jersey and the Homebuyer Assistance Program Agreement between the applicant(s); and

BE IT FURTHER RESOLVED that any such funds not expended in the Purchase of the subject property in accordance with adopted policy and procedures shall be recaptured by the TOWNSHIP of IRVINGTON for use in assisting other HUD/HOME Irvington Homebuyer Assistance Program applicant(s); and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:34-5.2, the required Certification of Funds Req. No. C9-00317 for the above have been obtained from the Chief Financial Officer of the Township and the appropriation to be charged for the expenditure is Account No. T-21-41-850-17A-805 in the amount of \$5,000.00

Adopted

Cox – Beasley 29. Authorize Execution of Purchase and Sale Agreement With Redevelopment Capital Partners LLC For 18 Properties Pursuant to The Township Wide Area of Rehabilitation Redevelopment Plan

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE
TOWNSHIP OF IRVINGTON, COUNTY OF ESSEX, NEW
JERSEY AUTHORIZING A REDEVELOPMENT AGREEMENT
AND PURCHASE AND SALE AGREEMENT BY AND BETWEEN
THE TOWNSHIP AND REDEVELOPMENT CAPITAL**

**PARTNERS, LLC IN CONNECTION WITH THE ACQUISITION
AND REDEVELOPMENT OF CERTAIN PROPERTY WITHIN
THE TOWNSHIP**

WHEREAS, the municipal council of the Township (the “**Township Council**”) 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, in accordance with the requirements of the Redevelopment Law, by Resolution dated July 14, 2015 the Township Council designated the entire Township as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, by Ordinance MC No. 3549 dated August 11, 2015, the Township Council duly adopted a redevelopment plan to govern the redevelopment of the Rehabilitation Area, entitled the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the “**Township Redevelopment Plan**”); and

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

WHEREAS, pursuant to *N.J.S.A. 40A:12A-15*, with respect to a redevelopment project in an area in need of rehabilitation, the municipality or redevelopment entity, upon the adoption of a redevelopment plan for the area, may perform any of the actions set forth in *N.J.S.A. 40A:12A-8(g)*, specifically “lease or convey property or improvements to any other party pursuant to this section, without public bidding and at such prices and upon such terms as it deems reasonable, provided that the lease or conveyance is made in conjunction with a redevelopment plan...”

WHEREAS, the Township is the owner of certain properties located within the Rehabilitation Area identified on the tax maps of the Township as:

BLOCK	LOT	LOCATION
116	24	585 Grove Street
116	35	28 Grove Terrace
116	38	34 Grove Terrace
116	39	36 Grove Terrace
118	13	555 Grove Street
119	11	43 Oak Ave
136	24	35-39 22 nd Street
136	29	21-23 22 nd Street
137	11	36-38 22 nd Street
141	17	127 22 nd Street.
142	7	130 22 nd Street
144	1	332 21 st Street

148	23	95 22 nd Street
150	10	566 Grove Street
157	28	97 21 st Street
158	11	78 21 st Street
159	4	156 21 st Street
159	10	138 21 st Street

(collectively, the “**Property**”); and

WHEREAS, certain parcels identified above are located both within the Rehabilitation Area and within a redevelopment area designated by the Township in accordance with the Redevelopment Law, as the East Ward/East Spring Avenue Redevelopment Area. These lots, specifically: Block 136, Lots 24 & 29, Block 137, Lot 11, Block 141, Lot 17, Block 144, Lot 1 and Block 148, Lot 23 are subject to the superseding zoning of the East Ward/East Springfield Avenue Redevelopment Plan” (as amended, the “**East Ward Redevelopment Plan**”, and together with the Township Redevelopment Plan, the “**Redevelopment Plan**”; and

WHEREAS, to realize the redevelopment of the Rehabilitation Area and the Redevelopment Plan, the Township 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 pursuant to *N.J.S.A. 40A: 12A-4(c)*; and

WHEREAS, Redevelopment Capital Partners (the “**Redeveloper**”) proposes to acquire the Property and to redevelop same by undertaking the rehabilitation or construction (as needed) of two-, three-family and multi-family dwellings with a goal of creating approximately sixty-five (65) residential rental units containing a mix of one, two and three bedroom units (the “**Project**”); and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Property (the “**Redeveloper Application**”); and

WHEREAS, the Township has determined that the redevelopment of the Property in accordance with applicable provisions of the applicable Redevelopment Plan will 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, the Township evaluated the Redeveloper Application according to criteria which included project concept descriptions and determined to commence negotiations with Redeveloper to enter into a redevelopment agreement; and

WHEREAS, the Township intends to sell, and the Redeveloper intends to purchase, the Property subject to the terms, obligations and conditions set forth in the Redevelopment Agreement and the Purchase and Sale Agreement (collectively, the “**Agreement**”) attached hereto as Exhibit A; and

WHEREAS, in order to implement the acquisition, development, financing, construction, operation and management of the Project, the Township Council has determined to designate the

Redeveloper as the “redeveloper” (as defined in the Redevelopment Law) of the Property and to enter into the Agreement, which specifies terms of the redevelopment of the Property and the rights and responsibilities of the Township and the Redeveloper with respect to the Project,

WHEREAS, the Township desires to authorize the execution of the Agreement between the Township and Redeveloper.

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

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

Section 2. Execution of Agreement.

- a. The Township Council hereby authorizes the Mayor to execute the Agreement substantially in the form attached hereto as Exhibit A, with such changes, deletions, and modifications in consultation with counsel as may be necessary or desirable to effect the transaction contemplated by this resolution.
- b. The Mayor is further authorized to execute any and all other documents or interests necessary with respect to the sale of the Property.
- c. The Municipal Clerk is hereby authorized and directed, upon execution of the 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.

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.

Adopted

**PURCHASE
AND SALE AGREEMENT**

By and Between

TOWNSHIP OF IRVINGTON

And

REDEVELOPMENT CAPITAL PARTNERS, LLC

Dated:

_____, 2019

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made to be effective as 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 an address of Municipal Building, 1 Civic Square, Irvington, New Jersey 07111 (the “**Township**” or “**Seller**”), and **REDEVELOPMENT CAPITAL PARTNERS, LLC**, a limited liability company of the State of New Jersey, with principal offices located at 494 Broad Street Suite 206, Newark, New Jersey, 07102, and its affiliates (the “**Buyer**”; together with the Township, the “**Parties**”, and each, individually, a “**Party**”).

W I T N E S S E T H

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, in accordance with the requirements of the Redevelopment Law, by Resolution dated July 14, 2015 the Township Council designated the entire Township as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, by Ordinance MC No. 3549 dated August 11, 2015, the Township Council duly adopted a redevelopment plan to govern the redevelopment of the Rehabilitation Area, entitled the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the “**Redevelopment Plan**”); and

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

WHEREAS, pursuant to *N.J.S.A. 40A:12A-15*, with respect to a redevelopment project in an area in need of rehabilitation, the municipality or redevelopment entity, upon the adoption of a redevelopment plan for the area, may perform any of the actions set forth in *N.J.S.A. 40A:12A-8(g)*, specifically “lease or convey property or improvements to any other party pursuant to this section, without public bidding and at such prices and upon such terms as it deems reasonable, provided that the lease or conveyance is made in conjunction with a redevelopment plan...”

WHEREAS, the Township is the owner of certain properties located within the Rehabilitation Area identified on the tax maps of the Township as:

BLOCK	LOT	LOCATION
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116	24	585 Grove Street
116	35	28 Grove Terrace
116	38	34 Grove Terrace
116	39	36 Grove Terrace
118	13	555 Grove Street
119	11	43 Oak Ave
136	24	35-39 22 nd Street
136	29	21-23 22 nd Street
137	11	36-38 22 nd Street
141	17	127 22 nd Street.
142	7	130 22 nd Street
144	1	332 21 st Street
148	23	95 22 nd Street
150	10	566 Grove Street
157	28	97 21 st Street
158	11	78 21 st Street
159	4	156 21 st Street
159	10	138 21 st Street

(collectively, the “**Property**”); and

WHEREAS, Buyer proposes to acquire the Property and to redevelop same by undertaking the rehabilitation or construction (as needed) of two- and three-family and other multifamily dwellings with a goal of creating up to sixty-five (65) residential rental units containing a mix of one, two and three bedroom units (the “**Project**”) as set forth in, and subject to the terms of, that certain redevelopment agreement by and between Township and Buyer dated _____, 2019 (the “**Redevelopment Agreement**”); and

WHEREAS, Township intends to sell, and Buyer desires to purchase, the Property in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Township and Buyer agree as follows:

1. Purchase and Sale. Seller, for and in consideration of the Purchase Price (as hereinafter defined), and the Redeveloper’s undertaking to construct the Project (as further defined in the Redevelopment Agreement), shall sell and convey to Buyer, and Buyer shall purchase from Seller, the Property, all in accordance with the terms of the Redevelopment Agreement as well as the additional terms and conditions herein.

2. Purchase Price. The purchase price for the Property shall be equal to the value of TWO AND 00/100 DOLLARS (\$2.00) per square foot of the improvements, or the value of TWO AND 00/100 DOLLARS (\$2.00) per square foot of the land, where the land is vacant, (the “**Purchase Price**”)

and other good and valuable consideration as set forth herein and in the Redevelopment Agreement, allocated as follows:

BLOCK	LOT	LOCATION	SQUARE FT.		PURCHASE PRICE	DEPOSIT CREDIT
			Land	Improvements		
116	24	585 Grove Street	3010	4320	\$8,640	
116	35	28 Grove Terrace	2966	2496	\$4,992	
116	38	34 Grove Terrace	2248	1664	\$3,328	
116	39	36 Grove Terrace	2248	1416	\$2,832	
118	13	555 Grove Street	2522	3014	\$6,028	
119	11	43 Oak Avenue	3332	2220	\$4,440	
136	24	35-39 22 nd Street	7497	6001	\$12,002	
136	29	21-23 22 nd Street	4996	2660	\$5,320	
137	11	36-38 22 nd Street	8146	7656	\$15,312	
141	17	127 22 nd Street	3999	2400	\$4,800	
142	7	130 22 nd Street	2496	2112	\$4,224	
144	1	332 21 st Street	2496	2415	\$4,830	
148	23	95 22 nd Street	3332	2044	\$4,088	
150	10	566 Grove Street	3082	0	\$6,164	
157	28	97 21 st Street	3276	1862	\$3,724	
158	11	78 21 st Street	2496	1484	\$2,968	
159	4	156 21 st Street	2496	3384	\$6,768	
159	10	138 21 st Street	4996	4256	\$8,512	
					\$108,972	

- (a) Payment of Good Faith Deposit. Buyer has deposited with the Township an amount equal to [Seventy-Three Thousand Five Hundred and 00/100 Dollars (\$73,500.00)] (the “Good Faith Deposit”) in connection with the execution of the Escrow Agreement between the Parties dated as of _____, 2019. The Good Faith Deposit shall be applied to the Purchase Price at Closing, or as otherwise required in this Agreement.
- (b) Payment of Purchase Price. At Closing, the Buyer shall pay the balance of the Purchase Price in immediately available funds to an account or accounts designated in writing by the Township.
- (c) Physical Condition of the Property. The Property is being sold to Buyer in “AS IS, WHERE IS, WITH ALL FAULTS” condition, including without limitation as to

environmental conditions, and with all latent or patent defects. Buyer hereby agrees and acknowledges that the Township has made no claims, promises, representations or warranties of any kind with respect to: (i) physical or geophysical condition of the Property; (ii) the environmental condition of the Property or the presence or absence of any hazardous substances or hazardous wastes on, beneath or migrating from the Property; (iii) compliance with laws, Environmental Laws, regulations, approvals, or conditions of approval; (iv) the existence or availability of any permits or governmental or quasi-governmental approvals necessary to conduct any particular use on the Property; (v) the existence or absence of any underground storage tank or septic tank on or beneath the Property; of (vi) the suitability of the Property to support any particular use. By entering into this Agreement, Buyer agrees and acknowledges that it is solely relying on its own assessments, investigations, inspections, tests, reviews, and/or studies of the Property conducted during its own due diligence.

3. Buyer Due Diligence. Buyer has the right to perform a physical investigation of the Property, including, but not limited to, soil and subsurface conditions of the land, (including any environmental investigation) and any improvements (the “**Buyer’s Due Diligence**”), as further provided in Section 3.1 below. Buyer’s Due Diligence shall commence on the Effective Date and shall expire after thirty (30) calendar days

3.1 Environmental Review.

- (a) Buyer, subject to Section 3 above, has its own right to conduct an independent environmental hazard investigation and inspection of the Property, including what are commonly known as Phase I and Phase II inspections (with both Parties representing that they are aware of the general nature of evaluations conducted under each phase), and shall conduct such reasonable inspections and investigations as Buyer deems necessary within the timeframe set forth in Section 3.
- (b) Copies of any reports obtained by Buyer shall be forwarded to the Township upon completion of the investigation and/or inspection.
- (c) Buyer may have the Property inspected by any qualified and/or licensed third-party inspection professional(s) including one that may be designated as a Licensed Site Remediation Professional. All inspection fees, appraisal fees, engineering fees, title inspection fees, and other costs and expenses of any kind incurred shall be at the sole expense of the Buyer.
- (d) During the Buyer’s Due Diligence, the Township shall provide Buyer with a continuing right of reasonable access to the Property (to the extent within the control of the Township) for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests. Buyer shall have the right to test the Property for the existence of any underground storage tanks. Buyer shall keep the Property free and clear of any liens or encumbrances as a result of such entry by its agents, employees or representatives. If any inspection or test disturbs the Property, then any hazardous conditions created shall be removed and, if Closing does not occur, the Property shall be restored to substantially the same condition as existed prior to any such inspection or test.

- (e) At the conclusion of the Buyer's Due Diligence, Buyer may terminate the Agreement as to Property, or a portion thereof and there will not be a Closing for all or a portion of the Property.

4. Conditions Precedent. The obligation of Buyer to purchase, and Seller to sell, the Property as contemplated by this Agreement, is subject to the satisfaction of each of the following conditions precedent (any of which may be waived in writing by the Party in whose favor such condition exists) on or before the applicable date specified for satisfaction of the applicable condition, and as otherwise set forth in the following provisions of this Section 4. The Closing shall constitute approval by each Party of all matters to which such Party has a right of approval and a waiver of all conditions precedent.

4.1. Title Matters.

4.1.1. Title to the Property.

- (a) Title to the Property. Fee simple title to the Property shall be conveyed to Buyer at Closing in accordance with all of the applicable provisions of this Agreement, and such title shall be clear and marketable. For purposes of this Agreement, clear and marketable title shall be defined as insurable by a title insurance company licensed to do business in the State of New Jersey selected by Buyer (the "**Title Company**") at regular rates free of all claims and rights of others, except for: (a) normal utility easements servicing the Property; (b) American Land Title Association ("**ALTA**") 1992 preprinted exceptions not removed by a standard affidavit of title; and (c) any Permitted Exceptions (as hereinafter defined).
- (b) Title Objections. Immediately following the Effective Date, Buyer shall order a title report and title insurance commitment and survey, for the issuance of an ALTA owner's title insurance policy covering the Property (the "**Title Commitment**"). Buyer shall provide the Township with a copy of the Title Commitment upon receipt thereof and shall notify the Township in writing of any objection to title within ten (10) calendar days following the receipt of the Title Commitment. Failure to notify the Township of an objection to title within such ten (10) day period shall be deemed a waiver by Buyer of all objections to any lien, encumbrances or other exception revealed by the Title Commitment. Accordingly, at Closing, Buyer shall accept title to the Property, or portion thereof, from Seller in the condition disclosed in the Title Commitment subject to such matters, encumbrances and exceptions acceptable to and agreed to by Buyer and Seller and identified on the Title Company's Pro-Forma Owners Policy of Title Insurance "Schedule B — Exceptions" (as waived, or as otherwise deemed acceptable by Buyer, the "**Permitted Exceptions**"). In the event Buyer does raise title objections, the Township shall have ten (10) calendar days from the date of receipt of Buyer's written objections in which to decide whether to remedy the title defect(s) identified in such objection. If the Township does undertake to remedy the title defect(s) the Township shall be entitled to postpone the Closing Date for a reasonable period of time in order to effectuate such remedy. In the event the Township is unable or unwilling to remedy or cause to be remedied such title defect(s), then the Buyer may either (a) waive the

objection and proceed to Closing without an adjustment in the Purchase Price; or (b) terminate this Agreement, in which case the Redevelopment Agreement, and Buyer's designation as "redeveloper" of the Property (as defined in the Redevelopment Law) shall simultaneously and automatically terminate.

4.2. Conditions Precedent to Obligation of the Buyer to Purchase the Property. The obligation of the Buyer to purchase the Property and close title as provided hereunder shall be subject to the satisfaction on or before the Closing, of the following conditions, any or all of which may be waived by the Buyer in writing in its sole discretion:

- (a) The Parties shall have a fully executed Redevelopment Agreement with regard to the Property.

All of the representations and warranties of the Seller contained in this Agreement and the Redevelopment Agreement shall be true and correct in all material respects as of the Closing Date. At Closing, the Seller shall deliver to Buyer a bring-down certificate to evidence same.

- (b) The Seller shall have performed and observed, in all material respects, all covenants and agreements contained in this Agreement and in the Redevelopment Agreement to be performed and observed by the Seller as of the Closing Date.
- (c) There shall be no active litigation or other appeal or legal challenge relating to this Agreement, the Redevelopment Agreement or the Redevelopment Plan and the applicable appeal periods shall have expired without any appeal(s) being filed.

4.3. Conditions Precedent to the Obligation of the Seller to Sell the Property. The obligation of Seller to close title hereunder shall be subject to the fulfillment on or before the Closing of all of the following conditions, any or all of which may be waived by the Seller in its sole discretion:

- (a) All of the representations and warranties of the Buyer contained in this Agreement and the Redevelopment Agreement shall be true and correct in all material respects as of the Closing. At Closing, the Buyer shall deliver to Seller a bring-down certificate to evidence same.
- (b) The Buyer shall have performed and observed, in all material respects, all covenants and agreements contained in this Agreement and in the Redevelopment Agreement to be performed and observed by the Buyer as of the Closing Date.
- (c) There shall be no active litigation or other appeal or legal challenge relating to this Agreement, the Redevelopment Agreement and the Plan Amendment and the applicable appeal periods shall have expired without any appeal(s) being filed.

5. Closing. Provided there has been compliance with Section 4.2 hereof, closing of the sale and purchase of the Property contemplated herein (the "**Closing**") shall occur within five (5) calendar days of the expiration of the Buyer's Due Diligence period, or such other date as the Parties may agree in writing, at the offices of McManimon, Scotland & Baumann, LLC, located at 75 Livingston Avenue,

Second Floor, Roseland, New Jersey, 07068 or, in such other manner as agreed to by the Parties hereto. The Parties acknowledge and agree that in the event that either Party shall fail to effectuate the Closing contemplated under this Agreement on or before _____, 2019, the other Party shall have the right and option, upon written notice to the Buyer or the Seller, as the case may be, to demand the Closing within five (5) calendar days of the date of such notice, TIME BEING OF THE ESSENCE. The relevant date on which such Closing actually occurs is hereinafter referred to as the “**Closing Date.**”

5.1. Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items executed and acknowledged by Seller, as appropriate:

- (a) Recordable bargain and sale deeds with covenants as to grantor’s acts (each a “**Deed**”) for each parcel of the Property with a limited right of reverter to the Township, substantially similar to the form attached hereto and made a part hereof as “**Exhibit B.**” The Deed's limited right of reverter will specifically reference that it terminates upon issuance of a certificate of occupancy. Such right of reverter shall be and shall specifically state that it is subordinate to any mortgage on the Property permissible under the Redevelopment Agreement.
- (b) A fully executed FIRPTA certificate and any other documents required under the Foreign Investment in Real Property Act of 1980, as amended.
- (c) All existing plans, drawings, reports, contracts, agreements, approvals or other documents relating to the Property, to the extent the same are in Seller’s possession.
- (d) All applicable deed or transfer tax forms, if any.
- (e) A customary owner’s affidavit of title to the Property as may be necessary to enable the Title Company to omit exceptions to the title except Permitted Exceptions.
- (f) Evidence reasonably satisfactory to the Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder.
- (g) A closing statement setting forth all or a portion of the Purchase Price, as applicable, and all closing credits and adjustments expressly provided for in this Agreement (“**Closing Statement**”), executed by Seller.
- (h)
- (i) Such further instruments as may be reasonably required by the Title Company and as may be agreed upon by Seller and Buyer to consummate the Closing in accordance with the terms of this Agreement.

5.2. Buyer Deliveries. At Closing, Buyer shall deliver or cause to be delivered to Seller the following items executed and acknowledged by Buyer, as appropriate:

- (a) Payment of the relevant Purchase Price (net of the remaining Deposit which shall be applied to the Closing) to be made in accordance with Section 3 above, together with all adjustments set forth herein and in the Redevelopment Agreement.

- (b) All applicable transfer tax forms, if any.
- (c) The Closing Statement.
- (d) Copies of all such further instruments as may be reasonably required by the Title Company and as may be agreed upon by Seller and Buyer to consummate the Closing in accordance with the terms of this Agreement.

5.3. Closing Costs and Adjustments.

5.3.1. Closing Costs. At Closing, Seller shall pay all deed and transfer taxes, if any, including deed and/or transfer taxes of the State of New Jersey and of the County of Essex, payable in connection with the transaction contemplated herein, except that Buyer shall pay any transfer or recording fee or tax imposed on Buyer, such as the so-called “mansion tax.” In addition, Buyer shall pay (a) the title insurance examination and search fees and expenses and all title insurance premiums for the Title Commitment, and (b) all recording charges payable in connection with the recording of the Deed. Any other Closing costs shall be allocated in accordance with local custom. Except as expressly provided in the indemnities set forth in this Agreement, Seller and Buyer shall pay their own respective shares of prorations as hereinafter provided. The provisions of this Section shall survive the Closing or termination of this Agreement.

5.3.2. Prorations. All real estate taxes, if any, municipal water and sewer charges, utility charges and other charges typically adjusted between a purchaser and a seller at a closing will be adjusted between Buyer and Seller as of the Closing Date. For purposes of these adjustments only, Seller shall be deemed to be the owner of the Property for the entire Closing Date.

6. Condemnation; Casualty. In the event proceedings to condemn the entire Property are commenced before Closing by a governmental or quasi-governmental entity, either Buyer or Seller shall have the right to terminate this Agreement (except in the event of a condemnation proceeding instituted by Seller, in which event, Seller shall have no right to terminate this Agreement), whereupon this Agreement and the obligations of the Parties hereunder shall terminate (and no Party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive a termination of this Agreement). In the event neither Buyer nor Seller elects to terminate this Agreement, Seller shall assign to Buyer, at Closing, all of Seller’s rights, title and interest in and to any condemnation proceeds payable with respect to the Property. If prior to Closing there is a fire or other casualty at the Property but the Property is not materially damaged or destroyed, Buyer shall be required to perform this Agreement and, at Closing, shall be entitled to the insurance proceeds received by Seller or payable pursuant to the policies of insurance maintained by Seller and Seller shall credit Buyer with an amount equal to the applicable deductible amount under Seller’s insurance. If the Property is materially damaged or destroyed by fire or other casualty, Buyer may terminate this Agreement on written notice to Seller given within ten (10) calendar days following the date upon which Buyer first learns, whether by written notice from Seller or otherwise, of the damage to the Property. If Buyer shall exercise such option to terminate, this Agreement and the obligations of the Parties hereunder shall terminate with respect to the applicable parcel (and no Party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive a termination of this Agreement). If Buyer does not exercise such option to terminate, the Agreement shall remain in full force and effect and Buyer shall be entitled to the proceeds of insurance together with a credit against

the Purchase Price equal to the amount of any insurance deductible. In no event shall Buyer be entitled to any abatement or reduction of the Purchase Price by reason of such damage. In the event of any damage by fire or other casualty, the determination as to whether such damage or destruction is material shall be made by an engineer or contractor designated by Buyer. The provisions of this Section 6 shall survive Closing.

7. Representations, Warranties and Covenants.

7.1. Representations, Warranties and Covenants of Seller. Subject to the express provisions of this Section 7.1, Seller hereby represents and warrants to Buyer that, as of the date hereof:

- (a) Leases. There are no leases, licenses or other occupancy agreements to which Seller is a party or is bound affecting any portion of the Property as of the date hereof which will be in force on the Closing Date.
- (b) Litigation. There is no pending or, to Seller's knowledge, threatened action, litigation, or other proceeding against the Property or against Seller with respect to the Property.
- (c) Existing Contracts. There are no maintenance, service or equipment leasing contracts or any other agreements relating to the Property which will be in force after the Closing.
- (d) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are, or on the Closing Date will be, duly authorized, executed and delivered by, and are and will be binding upon and enforceable against, Seller in accordance with their respective terms.
- (e) Fee Owner. Seller is the fee owner of the Property.
- (f) Condemnation. There is no existing, or to Seller's knowledge, proposed taking or condemnation of the Property, or any part thereof, that has been filed during the time title to the Property has vested in Seller, nor to Seller's knowledge, is there existing any threatened condemnation, reducing the area of, interfering with access to, or affecting the intended use of the Property.
- (g) Options. There are no existing or, to Seller's knowledge, pending contracts of sale, options to purchase or rights of first refusal with respect to the Property.
- (h) Defaults Affecting Title or Use. Seller is not, or has not received written notice that it is, in default under any documents or agreements, recorded or unrecorded, affecting title to or the use of the Property.
- (i) Violations. Seller has not received any written notice that the Property currently is in violation of any federal, state, county, or local ordinance, law, order, rule, regulation, agreement, approval, resolution, permit or requirement affecting any portion of the Property including, but not limited to, violations of any housing, building, zoning, subdivision, fire, safety, traffic, flood control or health laws.

7.2. Interim Covenants of Seller. Until the Closing Date or the sooner termination of this Agreement in accordance with the terms and conditions of this Agreement:

7.2.1. Seller shall maintain the Property in the same manner maintained as of the Effective Date of this Agreement.

7.2.2. Seller shall not execute or agree orally to execute any leases, licenses or other agreements regarding the occupancy, possession, or use of the Property, or any portion thereof, to the extent same shall survive the Closing.

7.2.3. Seller shall not execute any agreements, or modifications or renewals of existing agreements, or agree orally to execute any agreements, or modify or renew any existing agreements, pertaining to the operation of the Property, to the extent that same shall survive Closing, including, without limitation, agreements agreeing to sell, convey, lease, assign, pledge, mortgage or encumber the Property, or any portion thereof, or any interest thereof.

7.2.4. Seller shall notify Buyer of any changes, additions or events of which Seller shall obtain actual knowledge which causes any adverse change, addition or deletion in any of the representations or warranties made by Seller herein.

7.2.5. Seller shall grant Buyer and its designees, agents and employees, reasonable access to the Property at all reasonable times upon advance notice.

7.2.6. Seller shall not solicit or enter in any negotiations or agreements for the sale of the Property to any other party other than Buyer during the term of this Agreement.

7.3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that this Agreement and all agreements, instruments and documents herein provided to be executed or caused to be executed by Buyer are, or on the Closing Date will be, duly authorized, executed and delivered by, and are and will be binding upon and enforceable against, Buyer in accordance with their respective terms.

8. No Representations. This Agreement and the Exhibits attached hereto contain all the terms of the agreement entered into between the Parties, and Buyer acknowledges that neither Seller nor any representatives of Seller has made any representations or held out any inducements to Buyer, other than those herein expressed in the Redevelopment Agreement.

9. Indemnification by Buyer. Buyer shall hold harmless, indemnify and defend Seller, and its directors, officers, members, agents and employees, after the Closing Date, from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses (“**Claims**”), including without limitation, reasonable attorneys’ fees, asserted against, incurred or suffered by Seller to the extent arising from any personal injury related to the Property or the ownership, operation or maintenance thereof arising, occurring or accruing after the Closing Date, except for Claims arising out of the gross negligence, acts or omissions of the Township, its directors, officers, members, agents and employees.

9.1. Indemnification Generally. The indemnification under this Section 9 shall be subject to the following provisions: (a) the Seller shall notify the Buyer of any such claim against the

Seller within fifteen (15) calendar days after it has notice of such claim, but failure to notify the Buyer shall in no case prejudice the rights of the Seller under this Agreement unless the Buyer shall be prejudiced by such failure and then only to the extent of such prejudice; (b) the Buyer shall not enter into any settlement which (i) requires an admission of guilt by the Seller, (ii) exposes the Seller to any criminal or civil liability, or (iii) does not include a full release of the Seller, and (c) should the Buyer fail to discharge or undertake to defend the Seller against such liability within ten (10) calendar days after the Seller gives the Buyer written notice of the same, then the Seller may settle such liability, and the Buyer's liability to the Seller shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by the Seller in effecting such settlement.

9.2. The provisions of this Section 9 shall survive Closing.

10. Remedies for Default.

10.1. Buyer Defaults. In the event the sale of the Property does not close because of a default under this Agreement on the part of Buyer, Seller shall have no further liability under this Agreement, and pursue all remedies at law or equity available to it by reason of the Buyer's default, which right shall be in addition to any other rights and remedies expressly set forth hereunder, at law, in equity or by statute.

10.2. Seller Defaults. In the event the sale of the Property does not close because of a default under this Agreement on the part of the Seller, Buyer shall have no further liability under this Agreement, except as expressly provided herein, and may pursue all remedies at law or equity available to it by reason of the Township's default; *provided, however*, that under no circumstances shall the Township be liable for consequential, indirect or special damages or loss of profits or business opportunities of any kind.

11. Cooperation. At no cost to Seller, upon reasonable written request by Buyer to Seller, Seller will use reasonable efforts to assist Buyer in giving notice to applicable government agencies and in transferring or reissuing to Buyer any permit, license, certificate, registration or other approval necessary to continue operations at the Property.

12. Miscellaneous.

12.1. Brokerage Fees. Seller represents that, concerning the purchase of the Property, Seller has not dealt with or transacted any business with any broker, and Seller agrees to indemnify, defend and hold Buyer harmless from any claim of any broker made as a result of the Seller's actions inconsistent with the representations made herein. Seller acknowledges that Buyer may have otherwise engaged a broker in connection with this transaction. Notwithstanding the foregoing, any obligation to such broker is a sole obligation of Buyer and shall be separate and apart from, and in addition to, the Purchase Price. Under no circumstances shall any brokerage fees be paid from the proceeds of the Purchase Price due to the Seller. The indemnification obligations under this Section 12.1 shall survive the Closing or a termination of this Agreement.

12.2. No Personal Liability. No director, officer, agent or employee of Seller or Buyer, shall be charged personally or held contractually liable by or to any party under any term or provision

of this Agreement, or of any other agreement, document or instrument executed in connection therewith, or of any supplement, modification or amendment to this Agreement, or to such other agreement, document or instrument, or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

12.3. Exhibits; Entire Agreement; Modification. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes any and all prior agreements between the Parties hereto respecting such matters. This Agreement may not be modified or amended except by written agreement signed by both Parties.

12.4. Interpretation. Section headings shall not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words “including,” “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement.

12.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of law principles.

12.6. Successors and Assigns. Except for Permitted Transfers (as defined in the Redevelopment Agreement, Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller in its sole discretion. Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Buyer’s rights or obligations hereunder shall be deemed to constitute a consent to any other transfer or assignment of Buyer’s rights or obligations hereunder and no transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

12.7. Notices. All notices, requests or other communications which may be or are required to be given, served or sent by either Party hereto under this Agreement, shall be in writing and must be delivered by personal delivery, by a nationally recognizable overnight delivery service, or by certified or registered mail, postage paid, return receipt requested and addressed to the Parties hereto at the following addresses:

To Seller:

With a copy to: McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Attention: Glenn Scotland, Esq.

If to Buyer: Redevelopment Capital Partners, LLC
494 Broad Street Suite 206,
Newark, New Jersey, 07102
Attention: Drew Adderly

With a copy to: Nee Plata Law LLC
101 Eisenhower Parkway
Suite 101
Roseland, New Jersey 07068
Attention: Jong Sook Nee

or at such other address as a Party has previously designated by written notice given to the other Party in the manner set forth above. Any notice, communication, or delivery will be deemed given or made (a) on the date of delivery if delivered in person (or upon the date of attempted delivery where delivery is refused), (b) one business day after having been deposited for overnight delivery with any nationally recognized overnight delivery service, or (c) on the third business day after it is mailed by registered or certified mail.

12.8. Third Parties. Nothing in this Agreement (whether expressed or implied) is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the Parties hereto and their respective permitted successors and assigns) nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third Parties any right of subrogation or action over or against any Party to this Agreement. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

12.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

12.10. Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each Party hereto. This Agreement shall continue to be effective until the Property has been conveyed to the Buyer.

12.11. No Implied Waivers. No failure or delay of either Party in the exercise of any right or remedy given to such Party hereunder or the waiver by any Party of any condition hereunder for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof of any other right or remedy. No waiver by either Party of any breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

12.12. No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default hereunder. Notwithstanding the foregoing, Seller or Buyer or the Title Company at either Party's direction shall be

permitted to file a Notice of Settlement prior to Closing in accordance with applicable New Jersey statutes.

12.13. Unenforceability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.14. WAIVER OF TRIAL BY JURY. SELLER AND BUYER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR FOR THE ENFORCEMENT OF ANY REMEDY IN CONNECTION HEREWITH.

12.15. No Survival. No provisions, covenants or representations contained in this Agreement shall survive the Closing except as expressly provided.

12.16. Conflict with Redevelopment Agreement. In the event of any conflict between the terms of this Agreement and the Redevelopment Agreement, the terms and intent of the Redevelopment Agreement shall control in all respects.

12.17 Form 1099-S Filing. In compliance with the requirements of the Internal Revenue Code, Redeveloper's attorney is responsible for collecting certain information from the Township necessary to complete and file Form 1099-S with the Internal Revenue Service. The Township agrees to supply all necessary information to Redeveloper's attorney in order to facilitate such filing.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER:

TOWNSHIP OF IRVINGTON

By: _____
Name: Honorable Tony Vauss
Title: Mayor
Date:

PURCHASER:

REDEVELOPMENT CAPITAL PARTNERS, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A
Legal Description of Property

EXHIBIT B
Form of Deed

Record and Return To:

DEED

This Deed is made this ____ day of ____, 201__.

BETWEEN

TOWNSHIP OF IRVINGTON, a municipal corporation of the State of New Jersey with offices located at _____, referred to as the Grantor,

AND

_____ **LLC**, a limited liability company in the State of _____ with offices at _____ referred to as the Grantee.

The words “Grantor” and “Grantee” shall mean all Grantors and Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the “**Property**”) described below to the Grantee. This transfer is made for the sum of [_____ DOLLARS (\$_____)].

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. Township of Irvington, County of Essex, State of New Jersey, [Block _____, a portion of Lot _____ (the “**Property**)”].

3. Property. The “Property” consists of the land and all the buildings and structures on the Land in the Township of Irvington, County of Essex, State of New Jersey. The legal description of the Property is: **See Exhibit A attached hereto and made a part hereof.**

The Property includes the premises conveyed to the Grantor and vested in same as follows:

[BEING the same property conveyed to Grantor by.....

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The transfer is made subject to all existing covenants, agreements, conditions, easements, restrictions, reservations and rights of record, such state of facts that would be shown on a current, accurate survey of the Property and the lien of real estate taxes and assessments not yet due and payable.

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a “Covenant as to Grantor’s Acts” (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights that affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Signatures on following page)

GRANTOR:

TOWNSHIP OF IRVINGTON

By: _____
Name:
Title:

STATE OF NEW JERSEY)

) SS.:
COUNTY OF ESSEX)

I CERTIFY THAT on _____, 201____, _____ personally came before me and stated to my satisfaction that s/he (i) was the maker of the attached Deed; (ii) that s/he was authorized to and did execute this instrument as MAYOR of the TOWNSHIP OF IRVINGTON, the entity named in the Deed; (iii) that s/he executed this instrument as the act of the entity; and (iv) the full and actual consideration paid or to be paid for the transfer of title pursuant to this Deed is \$_____.

Exhibit A to Purchase and Sale

Notary Public of the State of New Jersey

EXHIBIT A

Legal Description

See metes and bounds description attached.

REDEVELOPMENT AGREEMENT

By and Between

THE TOWNSHIP OF IRVINGTON

As Redevelopment Entity

and

REDEVELOPMENT CAPITAL PARTNERS, LLC

as Redeveloper

Dated: _____, 2019

THIS REDEVELOPMENT AGREEMENT (this “**Agreement**”) made this ____ day of _____, 2019 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

REDEVELOPMENT CAPITAL PARTNERS, LLC a limited liability company of the State of New Jersey with principal offices located at 494 Broad Street Suite 206, Newark, New Jersey, 07102 (together with permitted successors or assigns hereinafter referred to as the “**Redeveloper**”);

WITNESSETH

WHEREAS, the municipal council of the Township (the “**Township Council**”) 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, in accordance with the requirements of the Redevelopment Law, by Resolution dated July 14, 2015 the Township Council designated the entire Township as an area in need of rehabilitation (the “**Rehabilitation Area**”); and

WHEREAS, by Ordinance MC No. 3549 dated August 11, 2015, the Township Council duly adopted a redevelopment plan to govern the redevelopment of the Rehabilitation Area, entitled the *Township-Wide Area in need of Rehabilitation Redevelopment Plan* (the “**Township Redevelopment Plan**”); and

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

WHEREAS, pursuant to *N.J.S.A. 40A:12A-15*, with respect to a redevelopment project in an area in need of rehabilitation, the municipality or redevelopment entity, upon the adoption of a redevelopment plan for the area, may perform any of the actions set forth in *N.J.S.A. 40A:12A-8(g)*, specifically “lease or convey property or improvements to any other party pursuant to this section, without public bidding and at such prices and upon such terms as it deems reasonable, provided that the lease or conveyance is made in conjunction with a redevelopment plan...”

WHEREAS, the Township is the owner of certain properties located within the Rehabilitation Area identified on the tax maps of the Township as:

BLOCK	LOT	LOCATION
116	24	585 Grove Street
116	35	28 Grove Terrace
116	38	34 Grove Terrace
116	39	36 Grove Terrace
118	13	555 Grove Street
119	11	43 Oak Ave
136	24	35-39 22 nd Street
136	29	21-23 22 nd Street
137	11	36-38 22 nd Street
141	17	127 22 nd Street.
142	7	130 22 nd Street
144	1	332 21 st Street
148	23	95 22 nd Street
150	10	566 Grove Street
157	28	97 21st Street
158	11	78 21 st Street
159	4	156 21st Street
159	10	138 21st Street

(collectively, the “**Property**”); and

WHEREAS, certain parcels identified above are located both within the Rehabilitation Area and within a redevelopment area designated by the Township in accordance with the Redevelopment Law,

as the East Ward/East Spring Avenue Redevelopment Area. These lots, specifically: Block 136, Lots 24 & 29, Block 137, Lot 11, Block 141, Lot 17, Block 144, Lot 1 and Block 148, Lot 23 are subject to the superseding zoning of the East Ward/East Springfield Avenue Redevelopment Plan” (as amended, the “**East Ward Redevelopment Plan**”, and together with the Township Redevelopment Plan, the “**Redevelopment Plan**”); ; and

WHEREAS, Redeveloper proposes to acquire the Property and to redevelop same by undertaking the rehabilitation or construction (as needed) of two-, three-family and multi-family dwellings with a goal of creating approximately sixty-five (65) residential rental units containing a mix of one, two and three bedroom units, as more fully described in Schedule B attached hereto and made a part hereof (the “**Project**”); and

WHEREAS, the Redeveloper submitted information outlining its financial capabilities, experience, expertise and project concept descriptions for the Project and requested designation by the Township as the redeveloper for the Property (the “**Redeveloper Application**”); and

WHEREAS, the Township has determined that the redevelopment of the Property in accordance with applicable provisions of the applicable Redevelopment Plan will 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, the Township evaluated the Redeveloper Application according to criteria which included project concept descriptions and determined to commence negotiations with Redeveloper to enter into a redevelopment agreement; and

WHEREAS, in anticipation of this Agreement, the Parties have previously entered into that certain Escrow Agreement dated _____, 2019 (the “**Escrow Agreement**”), to fund the costs incurred by the Township for Pre-Development Activities (as defined therein); and

WHEREAS, the Township intends to sell, and the Redeveloper intends to purchase, the Property subject to the terms, obligations and conditions which the Parties are setting forth in this Agreement and the Purchase and Sale Agreement (as herein defined); and

WHEREAS, in order to implement the acquisition, development, financing, construction, operation and management of the Project, the Township Council has determined to designate the Redeveloper as the “redeveloper” (as defined in the Redevelopment Law) of the Property and to enter into this Agreement, which specifies terms of the redevelopment of the Property and the rights and responsibilities of the Township and the Redeveloper with respect to the Project,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the Parties and general public, and, further to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the Parties agree as follows:

DEFINITIONS

Defined Terms. The Parties agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the

singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

Affiliate: 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.

Agreement: As defined in the preamble.

Applicable Law: 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, Environmental Laws, 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.

Bankruptcy Act: Referred to colloquially as the “New Bankruptcy Law,” the Act of Congress attempts to, among other things, make it more difficult for some consumers to file bankruptcy under Chapter 7; some of these consumers may instead utilize Chapter 13.

Business Days: Any day of the week except Saturdays, Sundays and Federal holidays.

Certificate of Completion: A certificate acknowledging that the Redeveloper has performed all of its duties and obligations pursuant to this Agreement.

Certificate of Occupancy: 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 New Jersey Uniform Construction Code, *N.J.A.C. 5:23-1 et seq.*

Claims: As defined in Section 2.11 herein.

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 of Construction and Complete Construction shall mean the completion of the Project in accordance with the applicable Redevelopment Plan sufficient for issuance of Certificates of Occupancy for the Project, subject to (i) completing minor conditions of the Governmental Approvals; and (ii) installation of landscaping, final fixtures, and floor coverings.

Construction Plans: All plans, drawings, specifications and related documents, including a construction progress schedule, in sufficient completeness and detail to obtain construction permits and to show that the Improvements to be constructed by Redeveloper upon the Property and the construction thereof will be in accordance with this Agreement, the Redevelopment Plan and any amendments thereto.

Control: (including the correlative meanings of the terms “Controlled by” and “under common Control with”) as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

Days: Whenever the word “days” is used to denote time, it shall mean calendar days.

Declaration: As defined in Section 5.01 herein.

Development Timetable: That schedule appended hereto as Schedule C which designates the order and deadlines of approvals and development of the Property.

Effective Date: As defined in the preamble.

Escrow Agreement: As defined in the recitals.

Environmental Claim(s): As defined in Section 2.11 herein.

Environmental Laws: shall mean any and all applicable present or future laws and decisional law, statutes, rules, regulations, codes, orders, decrees, directives, policies (including without limitation the Chrome Policy), technical guidance, judgments and executive orders, federal, state or local related to Hazardous Substances, the protection of human health or the environment and environmental conditions, including but not limited to the Compensation Environmental Response Compensation and Liability Act, 40 U.S.C. § 9601 *et seq.* (“CERCLA”), the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the New Jersey Spill Compensation and Control Act, *N.J.S.A. 58:10-23.11 et seq.*, (the “Spill Act”), the Industrial Site Recovery Act, *N.J.S.A. 13:1K-6 et seq.* (“ISRA”), the New Jersey Water Pollution Control Act, *N.J.S.A. 58:10A -1 et seq.*, the Site Remediation Reform Act, *N.J.S.A. 58:10 C-1 et seq.* (“SRRRA”), and the Brownfield and Contaminated Site Remediation Act, *N.J.S.A. 58:10B-1 et seq.*, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, and any successor legislation and regulations promulgated under any or all of the foregoing, whether now existing or hereafter enacted or promulgated.

Events of Default: As defined in Section 7.01 herein.

Final Site Plan: As defined in Section 9.01 herein.

Final Site Plan Approval: As defined in Section 9.01 herein.

Financial Institution: A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank, State, county or municipal agency or authority or similarly recognized reputable source of construction and permanent financing or provider of grant funding for the Project chartered under the laws of the United States of America, or any State thereof.

Force Majeure: Acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, acts of terrorism, 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 reasonable control of the Redeveloper. Compliance with laws regulating land use and construction, any legal requirements under any applicable environmental laws, 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 not be considered or construed as events of Force Majeure.

Governmental Approvals: Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, State, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan and this Agreement.

Impositions: All taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon.

Improvements: All buildings, structures, parking and appurtenances as more particularly described in the Project Description and all other improvements constructed on or installed upon the Property in furtherance of the Project and in accordance with the approved Construction Plans, including all facilities and amenities, shown in such approved Construction Plans and the Final Site Plan approved by the Township and the Planning Board as being on the Property and used or to be used in connection with the buildings, including any parking or ancillary facilities. Improvements also comprise any and all facilities, amenities, on and off street parking, landscaping and fencing and infrastructure such as all utilities, water, and sewer lateral lines, property and site lighting, street trees, curbs, roadways, fire hydrants, drainage, sanitary and storm facilities, walkways, sidewalks, parking lots, driveways and open space, etc., pilings, foundations, footings and all excavations, removal, grading and re-grading and filling of every nature and enhancements required to be made to the Property and the streets abutting and surrounding the Property as shall be shown on the Final Site Plan approved by the Planning Board and required pursuant to the Redevelopment Plan or this Agreement.

Indemnified Parties: As defined in Section 2.11

Insurance Requirements: All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Property or applicable to any Improvements thereon, or with respect to any portion of the Property, or any easement for the benefit of the Redeveloper granted by the Township, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Property, the Improvements thereon or the use or condition thereof. As speci provided in Schedule F.

Party(ies): As defined in the preamble.

Person: Any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or governmental body, or any other entity.

Phase(s): The Project shall consist of approximately five (5) Phases. Each Phase shall consist of the construction, or rehabilitation, of at least four (4) lots.

Planning Board: The Township of Irvington Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law, *N.J.S.A. 40:55D-1 et seq.*

Project: As defined in the recitals.

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 Improvements, all financing costs, all marketing and leasing costs for the Project.

Property: As defined in the recitals.

Purchase and Sale Agreement: As defined in Section 1.03 herein.

Purchase Price: pursuant to the terms of the Purchase and Sale Agreement.

Redeveloper: As defined in the preamble.

Redeveloper Application: As defined in the recitals.

Redeveloper Costs: As defined in Section 2.01 herein.

Redevelopment Law: As defined in the recitals.

Redevelopment Plan: As defined in the recitals.

Rehabilitation Area: As defined in the recitals.

Substantial Completion: The completion of the work such that a temporary or permanent certificate of occupancy is issued with respect thereto.

Township: As defined in the preamble.

Township Council: As defined in the recitals.

Township Redevelopment Plan: As defined in the recitals.

Transfer: Any transaction by which a Transferee obtains an interest in the Property, Project, the Redeveloper, or in this Agreement by means or methods which include, but are not limited to, conveyance, transfer, lease, encumbrance, acquisition or assignment through sale, merger, consolidation, reorganization, foreclosure or otherwise, including the appointment of a trustee in bankruptcy or assignee for the benefit of creditors.

Transferee: Any Person to whom an interest in the Property, Project, the Redeveloper, or rights in or under this Agreement is conveyed, Transferred, leased, encumbered, acquired or assigned, by sale, merger, consolidation, reorganization, foreclosure or otherwise, including a trustee in bankruptcy or assignee for the benefit of creditors.

Uncompleted Portion: As defined in Section 7.04 herein.

ARTICLE I
DESIGNATION OF THE REDEVELOPER, ACQUISITION OF PROPERTY, UNDERTAKING
OF THE PROJECT

1.01. Designation of the Redeveloper. The Township hereby designates the Redeveloper as the redeveloper of the Property in accordance with the Redevelopment Law.

1.02. Property Acquisition by Redeveloper. The Redeveloper shall acquire the Property from the Township on the terms and conditions provided in a purchase and sale agreement (the “**Purchase and Sale Agreement**”), a copy of which is attached hereto as Schedule E.

1.04. Undertaking of the Project. Subject to the terms hereof, the Redeveloper shall undertake to develop, design, construct and complete the Project in accordance with terms hereof, the applicable Redevelopment Plan (as same may be amended from time to time), all Governmental Approvals and Applicable Law.

1.05 Redeveloper Deadline: Governmental Approvals, Commencement of Construction and Completion of Construction. The Parties acknowledge that Redeveloper will undertake the development of the Project in Phases, due to the nature of the Property. As such, each of the milestones and deadlines established in Schedule C attached hereto and made a part hereof shall apply to each Phase. The Parties agree that Redeveloper may request extensions of the foregoing deadlines provided that Redeveloper is continuing to pursue the completion of each deadline with all commercial speed.

ARTICLE II
RESPONSIBILITIES OF REDEVELOPER AND TOWNSHIP

2.01. Redeveloper Costs. The Redeveloper shall be responsible for all reasonable and actual costs incurred by the Township in implementing the Project and satisfying its obligations under this Agreement and the Purchase and Sale Agreement, unless otherwise stated therein. The Township agrees to consult with the Redeveloper upon Redeveloper’s request and from time to time to manage costs to the extent reasonably possible. The “**Redeveloper Costs**” shall also include, without limitation, the following:

(a) Reasonable out-of-pocket legal fees incurred by the Township in connection with the selection of the Redeveloper as the redeveloper of the Project or the enforcement of this Agreement in the event of a breach or default or threatened breach or default by the Redeveloper of its obligations and/or covenants hereunder or thereunder;

(b) 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;

(c) Reasonable third-party costs of the Township, if any, relating to any Redeveloper financing of the Project; and

(d) All litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement, the Purchase and Sale Agreement or the Project; provided that such litigation is not the direct result of the Township's gross negligence or willful misconduct with respect thereto; and

(e) 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 Redeveloper agrees to reimburse the Township for all Redeveloper Costs upon thirty (30) Days' written notice from the Township (complete with the presentation of itemized invoices, if any, and receipts therefor, if any) to the Redeveloper given in accordance with the notice provisions of this Agreement. Redeveloper shall have ten (10) Days to contest any invoice or receipts. Redeveloper shall pay all uncontested invoices and receipts in accordance with the provisions of this Agreement. As to the reimbursement obligation, unless otherwise provided for herein, the Redeveloper further acknowledges and agrees that the obligation to reimburse the Township for all Redeveloper Costs shall apply to all such costs incurred, including subsequent to the termination of this Agreement, provided that with respect to such Redeveloper Costs incurred after the termination of this Agreement, such costs are incurred in connection with actions undertaken by the Township prior to termination pursuant to this Agreement. Redeveloper Costs shall not include charges for services performed in the ordinary course of employment by Township employees. The Redeveloper's obligations pursuant to this Section 2.01 shall survive the termination of this Agreement.

2.02. Escrow Account. Redeveloper represents that it will make timely payment or reimbursement to the Township of the Redeveloper 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 for reimbursement of Redeveloper Costs (the "Escrow Deposit"). The procedure to be utilized in establishing, funding and replenishing the Escrow Account and in making disbursements therefrom is attached hereto as Schedule G.

The Parties previously entered into the Escrow Agreement, which established an escrow account to pay Redeveloper Costs prior to the date of this Agreement. To the extent there is any balance in the escrow account established thereunder 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. Upon execution, this Agreement shall supersede any and all prior funding arrangements with the Township as to the Project, including the Escrow Agreement

2.03 Project Costs. All 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.

2.04. Annual Administrative Fee.

[RESERVED]

2.06. Governmental Approval Process. The Redeveloper has caused or will cause to be prepared such plans, drawings, documentation, presentations and applications (collectively, the “**Governmental Approvals**”) as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals for the construction of the Project. All of the applications for Governmental Approvals shall be in conformity with the Redevelopment Plan and this Agreement and any and all federal, State, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. The Township may extend the dates for performance by the Redeveloper in the event the Redeveloper is denied any of the Governmental Approvals required to commence construction of the Project, provided that the Redeveloper has diligently pursued and prosecuted the Governmental Approvals necessary to implement the Project.

2.07. Construction of the Project. Subject to Force Majeure hereof, the construction of the Project and the obtaining by the Redeveloper of all necessary Governmental Approvals shall be commenced by the date and in the manner set forth in the Development Timetable, subject to any applicable extension. Except as otherwise provided in this Agreement including but not limited to Section 13.02, the Project shall be completed in accordance with the Development Timetable attached hereto as Schedule C. The preparation of all necessary plans and specifications and the timing for approval of the same shall be as more particularly set forth in Article IX herein.

2.08. Covenant to Build. The Redeveloper covenants, warrants, represents, and agrees to construct the Improvements on the Property together with all ancillary uses as indicated in and on the Governmental Approvals, the Final Site Plan and the Construction Plans. The Project must be constructed in accordance with all restrictions and controls contained in the Redevelopment Plan. All costs necessary to construct the Project shall be the sole responsibility of Redeveloper.

2.09. Reports on Progress. The Redeveloper shall make, in such detail as may be reasonably required by the Township, reports in writing concerning the actual progress of the Redeveloper with respect to development and construction of the Improvements of the Project. Such reports shall be provided quarterly until the Commencement of Construction and monthly thereafter. The work and construction of the Redeveloper shall be subject to inspection by the Township.

2.10. Insurance. At all times during the performance of the construction activities upon the Property, and until the Project is available for its intended use and a Certificate of Completion is issued in accordance with the provisions of Section 2.12 herein, the Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the Insurance Requirements provided in Schedule F.

Prior to the commencement of any construction activities, Redeveloper shall submit to Township proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Redeveloper shall submit the aforementioned proofs of insurance for the succeeding year. The policies of insurance required to be maintained by Redeveloper pursuant to this Section 2.10 shall name as the insured parties (except for workers’ compensation insurance) Redeveloper, and the Township, as their respective interests may appear, and shall be satisfactory to the Township.

2.11. Indemnification. The Redeveloper agrees to indemnify, defend and hold harmless the Township against, and the Redeveloper shall pay, any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, (collectively, “**Claims**”) which the Township, may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, relating to the conduct or performance of Redeveloper’s construction activities in connection with the Project, or any portion thereof, or based upon or arising out of contracts entered into by the Redeveloper which relate to such construction activities, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper, its contractor and subcontractors and unrelated third parties, which claims arise from the construction activities, the maintenance and functioning of the Project, or any other activities of the Redeveloper within the Property. In amplification, and not limitation, of the foregoing, the Redeveloper agrees to indemnify, defend and hold harmless the Township against, and the Redeveloper shall pay, any and all liability, loss, cost, damage, claims, judgments or reasonable expenses which the Township may sustain, be subject to or be caused to incur by reason of any claim, suit or action arising out of or in connection with any action or failure to act of the Redeveloper with respect to the conduct or performance of any remediation work on the Property based upon the current or former environmental condition of the Property (collectively, “**Environmental Claims**”); provided that such liability, loss, cost, damage, claims, judgments or reasonable expenses are not the direct result of the Township’s gross negligence or willful misconduct. Neither the Township, its governing body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees (the “**Indemnified Parties**”) shall be liable in any event for any action performed by Redeveloper under this Agreement and the Redeveloper shall hold the Indemnified Parties harmless from any claim or suit in connection with the Redeveloper’s breach of this Agreement; except to the extent that any claim or suit or liability is the direct result of the Indemnified Parties’ gross negligence or willful misconduct. The Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions, as described in this Section 2.11, which may be brought or asserted against the Indemnified Parties; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend the Redeveloper, the Township, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Except as otherwise provided, any cost for reasonable attorneys’ fees in situations where it is necessary for the Township to engage its own attorneys, experts’ testimony costs and all reasonable costs to defend the Township or any of its directors, officers, commissioners, agents, servants, or employees shall be reimbursed by the Redeveloper in connection with such indemnification claim [only to the extent that joint representation creates a conflict in representation].

2.12. Certificate of Occupancy and Certificate of Completion. Upon Completion of the Construction of the Project or completion of a Phase in accordance with the Governmental Approvals, the Redeveloper shall be responsible for applying for and securing a Certificate of Occupancy. In addition, upon Completion of the Construction of the Project and for purposes of releasing the restrictions referenced in this Agreement, the Township agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has Completed Construction of the Project in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement, including the Declaration, and in the Redevelopment Plan with respect to the Redeveloper’s obligation to construct the Project within the dates for the Commencement and Completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the Property

were determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements constituting the Project shall no longer be subject to eminent domain. The Redeveloper shall be permitted to obtain Certificates of Occupancy for each Phase of the Project. The Township shall provide a Certificate of Completion upon Completion of the Project. If the Township shall fail or refuse to provide the Certificate of Completion within thirty (30) Days after written request by the Redeveloper, the Township shall provide to the Redeveloper a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in order for the Redeveloper to be entitled to a Certificate of Completion.

ARTICLE III **PROJECT FINANCING**

3.01. Financing and Equity Capital. The Redeveloper represents that it will use commercially reasonable efforts to obtain financing for the Project, which financing will be debt financing, equity contributions from members of the Redeveloper or a combination of these and other such sources of financing. The Redeveloper estimates the construction cost of the Project to be approximately [] DOLLARS (\$). The Redeveloper has or will submit evidence satisfactory to the Township that Redeveloper has the equity capital and commitments for mortgage, grant financing and any other funds necessary to complete construction of the Project as detailed in the Final Site Plan Approval and the Construction Plans and in the sequences, applicable phases and timetables described in the Development Timetable.

3.02. Governmental and Quasi-Governmental Funding Applications. The Township and Redeveloper shall cooperate in the processing of governmental and quasi-governmental funding applications from sources other than Financial Institutions for financing any part of the Project, should the Redeveloper seek to apply for the same and if the Township in its sole discretion determines that it is in the interest of the Project.

ARTICLE IV **FINANCING AND RIGHTS OF MORTGAGEE**

4.01. Notice to Township. Prior to the completion of each Phase, as certified by the Township, neither the Redeveloper nor any successor in interest to the portion of the Property related to such Phase shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the applicable Phase except as set forth herein, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the applicable portion of the Property, except for the purpose of obtaining funds in connection with the Phase. The Redeveloper or its successor in interest shall notify the Township in advance of any financing, secured by mortgage or other lien instrument, which it proposes to enter into with respect to the applicable portion of the Property or any part thereof and, in any event, the Redeveloper shall promptly notify the Township of any encumbrance or lien that has been created on or attached to the applicable portion of the Property, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

4.02. Completion of the Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the

holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other Person who thereafter obtains title to the Property or such part from or through such holder or (b) any purchaser at a foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or Phase, as applicable, or to guarantee such construction or completion. Except as otherwise provided in Section 4.04 herein, nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan (as same is further amended) and this Agreement.

4.03. Notice to Mortgagee. To the extent that the Township has received notice of the existence of a mortgage and the identity of a mortgagee, whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper of its obligations or covenants under this Agreement, the Township shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last known address of such holder shown in the records of the Township.

4.04. Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. After any breach or default referred to in Section 4.03 above, and the expiration of any cure periods granted to the Redeveloper in this Agreement, each holder shall (insofar as the rights of the Township are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage, provided that, if the breach or default is with respect to construction of the Project, or a Phase, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project or Phase, as applicable (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the Township, by written agreement satisfactory to the Township, to complete the Project or Phase in the manner provided in this Agreement. Any such holder who shall properly complete the Project or Phase, as applicable, shall be entitled, upon written request made to the Township, to receive a Certificate of Completion as set forth in Section 2.12 hereof.

4.05. Township's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or any successor in interest) under the terms of this Agreement, and the expiration of any cure periods granted to Redeveloper in this Agreement, the holder of any mortgage on the Property or part thereof (a) has, but does not exercise, the option to construct or complete the Project or Phase relating to the Property or part thereof covered by its mortgage or to which such holder has obtained title, and such failure continues for a period of one hundred twenty (120) Days after the holder has been notified or informed of the default or breach, and any cure periods granted to the Redeveloper in this Agreement have expired; or (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the Township and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within one hundred twenty (120) Days after written demand by the Township so to do, the Township shall (and every mortgage instrument made prior to completion of the Project or Phase with respect to the Property or part thereof by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount due under the holder's mortgage and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property or part thereof has

vested in such holder by way of foreclosure or action in lieu thereof, the Township shall be entitled, at its option, to a conveyance to the Township of the Property or part thereof upon payment to such holder of an amount equal to the sum of: (1) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals or condominium unit sales and other income received during foreclosure proceedings); (2) all expenses with respect to the foreclosure; (3) the net expense, if any (exclusive of general overhead) incurred by such holder in and as a direct result of the subsequent management of the Property; (4) the costs of any Improvements made by such holder; and (5) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

4.06. Township's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Project or Phase by the Redeveloper, or any successor in interest, in or of any of its obligations under, and, to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Township may at its option upon prior written notice to Redeveloper cure such default or breach, in which case the Township shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all reasonable costs and expenses incurred by the Township in curing such default or breach and to a lien upon the Property or the part thereof to which the mortgage, encumbrance, or lien relates for such reimbursement, provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made) any then-existing mortgages on the Property or part thereof authorized by this Agreement.

ARTICLE V

COVENANTS AND RESTRICTIONS

5.01. Declaration of Covenants and Restrictions. The Redeveloper agrees to record a Declaration of Covenants and Restrictions (the “**Declaration**”), substantially in the form attached hereto as Schedule D, with respect to all lands included in the Property.

5.02. 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 Restriction, shall set forth that the Redeveloper:

(a) shall develop, finance, construct, operate and maintain the Project consistent with this Redevelopment Agreement and Applicable Laws, including, but not limited to, the Redevelopment Law, Government Approvals, and the Redevelopment Plans, including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Agreement.

(b) shall not sell, lease or otherwise transfer all or any portion of the Property without the written consent of the Township, provided however that a Certificate of Occupancy shall constitute written approval for the sale or lease of a residential unit or retail space for which such Certificate of Occupancy has been issued.

(c) 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; unless otherwise permitted by law.

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

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

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

(g) shall promptly pay the Township Costs upon execution of this Agreement and any and all taxes, service charges or similar obligations when owed to the Township with respect to any property situated in the Township.

(h) covenants that its undertakings pursuant to this Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

5.03. Effect and Duration of Covenants. It is intended and agreed that the covenants and restrictions set forth in Section 5.02 shall be covenants running with the land. 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 any party in possession or occupancy of the Property or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Article 5.02 shall cease and terminate upon the issuance of a Certificate of Completion for such improvements, provided however, that the covenant in Section 5.02(c) shall remain in effect for the duration of any tax exemption or tax abatement granted by the Township.

5.04. Enforcement by Township. In amplification, and not in restriction of the provisions of this Article V, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the Declaration both for and in their own right and also for the purposes of protecting the interests of the community and other Persons, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. 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. The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to cure any such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

5.05 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.

ARTICLE VI
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

6.01. Representation as to Redevelopment. The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement, are, and will be, used for the purpose of redevelopment of the Project and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

(a) the importance of the redevelopment of the Project to the general welfare of the community; and

(b) the fact that a Transfer of the membership interest in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such membership interest or with respect to the identity of the Persons in Control of the Redeveloper or the degree thereof, is for practical purposes a Transfer or disposition of the Property or part thereof then owned by the Redeveloper, the qualifications and identity of the Redeveloper, and its members, are of particular concern to the community and the Township. The Redeveloper further recognizes that it is because of such qualifications and identity that the Township is entering into this Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring, in addition, a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

6.02. Prohibition Against Transfer of Membership Interest; Binding Upon Members Individually. For the foregoing reasons, and except as provided in Section 6.03 hereof, the Redeveloper represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Project or Phase, as applicable, as certified by the Township, and subject to the prior written approval of the Township, which approval shall not be unreasonably conditioned, denied, delayed or withheld, (a) there shall be no Transfer by any Person owning ten percent (10%) or more of the membership interest in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such membership interest or any part thereof or interest therein), (b) any such owner shall not suffer any such Transfer to be made, (c) there shall not be or be suffered to be by the Redeveloper, or by any owner of ten percent (10%) or more of the membership interest therein, any other similarly significant change in the ownership of such membership interest or in the relative distribution thereof, or with respect to the identity of the Persons in Control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new membership interest or classification of membership interest, or otherwise. With respect to this provision, the Redeveloper and the Persons signing this Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

6.03. Permitted Transfers of Property and Assignment of Agreement. (a) The Redeveloper represents and agrees for itself and its successors and assigns, that it shall not undertake a Transfer

except as permitted in this Section 6.03.

(b) The following Transfers are permitted without the approval of the Township:

(1) Transfers by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to undertaking the Project or Phase under this Agreement, and (ii) any other purpose authorized by this Agreement; or

(2) Transfers to the ultimate purchasers/tenants of the residential units within the Project, provided such conveyances and/or leases are made explicitly contingent upon the Declaration(s); or

(3) Transfers of any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of this Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed; or

(4) Transfers by the Redeveloper of any Phase or portion of the Project and its rights under this Agreement, but only upon the following conditions: (i) such Transfer must be to, (A) an Affiliate of the Redeveloper, (B) third-parties to which easements would conventionally be granted in connection with services (i.e. utility companies), (C) existing members, partners or shareholders of Redeveloper or its or their existing members, partners or shareholders, or (D) any person or entity provided such Transfer shall not be greater than ten percent (10%) of the ownership interest in the Project in the aggregate; (ii) in the event of an assignment to an Affiliate, (X) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain liable for the performance of the Redeveloper's obligations in the event of default of the Affiliate hereunder; (Y) a copy of the written instrument of assignment and assumption of this Agreement shall be delivered to the Township for review prior to execution, and once executed, fully executed copies shall be provided to the Township promptly; and (Z) such assignment must not violate any of the Government Approvals.

(c) There shall be submitted to the Township, for review only, all instruments and other legal documents involved in effecting a Transfer described in this Section 6.03.

(d) The Township may approve a Transfer that does not meet the requirements of Section 6.03(b) provided such Transfer is requested in writing by the Redeveloper and approved in writing by the Township and further provided that:

(1) Any proposed Transferee shall have the qualifications and financial responsibility, as determined by the Township, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the Transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed Transferee, by instrument in writing reasonably satisfactory to the Township and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Township, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the Transfer is of or relates to part of the Property,

such obligations, conditions, and restrictions to the extent that they relate to such part); provided that, the fact that any Transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed in writing by the Township) relieve or except such Transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Township of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no Transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Township of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Township would have had, had there been no such Transfer or change.

(3) Should the Township consent to the sale of the Property (or a portion thereof) prior to the completion of the Improvements, or to a sale of one hundred percent (100%) ownership of the Redeveloper; the consideration payable for the Transfer by the Transferee, or on its behalf, shall not exceed an amount representing the actual cost (including carrying charges, an internal rate of return of fifteen percent (15%) per annum, and any of the Redeveloper's actual infrastructure expenditures (i.e., roadways, utilities, etc.) on and off the site necessary or required for the Project) to the Redeveloper of the Property (or allocable to the part thereof or interest therein Transferred) and the Improvements, if any, theretofore made thereon by the Redeveloper; it being the intent of this provision to preclude the Transfer of the Property (or any parts thereof other than those referred to in Section 6.03) for profit prior to the completion of the Improvements (provided that this provision is not intended to prevent the Redeveloper from securing investors to provide capital investments sufficient to fund present and future estimated costs relating to the design and development of the Project, whether or not all such costs are disclosed as part of this Agreement) and to provide that in the event any such Transfer is made (and is not canceled), the Township shall be entitled to a portion of the proceeds of such Transfer. Specifically, to the extent that the consideration payable for such Transfer is in excess of the amount that may be authorized pursuant to this Section 6.03(d)(3), such consideration shall, to the extent it is in excess of the amount so authorized, be paid as follows: fifty percent (50%) to the Township and fifty percent (50%) to the Redeveloper.

(4) The Redeveloper and its Transferee shall comply with such other conditions as the Township reasonably finds necessary to achieve and safeguard the purpose of the Act and the Redevelopment Plan (as same is further amended); provided that in the absence of specific written agreement by the Township to the contrary, no such Transfer or approval by the Township thereof shall be deemed to relieve the Redeveloper, or any other Person bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

6.04. Information as to Members/Owners. In order to assist in the effectuation of the purposes of this Article VI and the statutory objectives generally, the Redeveloper agrees that during the period between execution of this Agreement and Completion of the Project as certified by the Township, (a) the Redeveloper will promptly notify the Township of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the

ownership of the Redeveloper or in the relative distribution or ownership in the Redeveloper, in excess of ten percent (10%) or with respect to the identities of the Persons in Control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Township may request, furnish the Township with a complete statement, subscribed and sworn to by an executive officer of the Redeveloper, setting forth all of the members of the Redeveloper and the extent of their respective interests, and in the event any other Persons have a beneficial interest in the Redeveloper, their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all Persons who on the basis of such records own ten percent (10%) or more of the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished to the Township within thirty (30) Days of the Effective Date and annually thereafter on the anniversary of the Effective Date until the issuance of a Certificate of Completion for the Project

ARTICLE VII **DEFAULT**

7.01. Events of Redeveloper's Default. Prior to completion of the Project or Phase, as applicable and as certified by the Township, each of the following shall constitute an event of default (an “**Event of Default**”) by the Redeveloper:

(a) If the Redeveloper fails to observe or perform any material 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 forty-five (45) 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 forty-five (45) 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) If the Redeveloper fails to pay any portion of any sum payable to the Township hereunder, as the same shall become due and payable, and such failure shall have continued for a period of ten (10) Days after notice specifying such failure and demanding that such sum be paid shall have been given to the Redeveloper, in accordance with Section 12.01 hereof, by or on behalf of the Township.

(c) If the Redeveloper or its successor in interest shall default in or violate its obligations with respect to the construction of the Project or Phase in a material respect (including the dates for the Commencement and Completion of the Construction of the Project), or shall abandon or substantially suspend construction work for six (6) consecutive months without the prior knowledge and consent of the Township (unless such suspension arises out of an event of Force Majeure or other sanctioned delay set forth in this Agreement), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within forty-five (45) Days (or six (6) months if the default is with respect to the date for Completion of the Construction of the Project) after written demand by the Township to do so or such longer period if incapable of cure within such forty-five (45) Day period, or six (6) month period provided that Redeveloper has commenced and is diligently prosecuting such cure.

(d) If the Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's, mechanics' or construction lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Township made for such payment, removal, or discharge, within thirty (30) Days after written demand by the Township to do so.

(e) If there is, in violation of this Agreement, any prohibited Transfer, including a prohibited Transfer of the fee title to the Property or a part thereof. Prohibited Transfers shall be void ab initio.

(f) If the Redeveloper is dissolved, or shall file a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, Federal or State, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if Redeveloper shall consent to the appointment of a receiver, or an answer proposing the adjudication of Redeveloper as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, Federal or State, now or hereafter in effect, shall be filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within forty-five (45) Days from entry thereof, or if the Redeveloper shall consent to the filing of such petition or answer.

7.02. Initial Remedy Upon Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any Party hereto or any successor to such Party, such Party (or successor) shall, within thirty (30) Days (or such other period provided herein) of receiving written Notice from another, commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the time periods for cure set forth in this Agreement, or if there is no designated time for cure, within a reasonable time, the aggrieved Party may, in addition to such other rights as specified in this Agreement, institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

7.03. Remedies in the Event of Termination of the Agreement. In the event that, in violation of this Agreement, the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights in the Project, Phase, or Property or part thereof, contrary to the provisions of this Agreement or if any other Event of Default by Redeveloper occurs or the Agreement is otherwise terminated in accordance herewith, then the Township may pursue any and all rights and remedies available at law or equity, including specific performance. In addition, the Township may, in its sole discretion, terminate this Agreement, and any rights of the Redeveloper or its assignee or Transferee in this Agreement or arising therefrom with respect to the Township or the Property or part thereof except with respect to any Phase of the Project under construction. For purposes of this Article "under construction" shall mean vertical construction of such Phase has commenced. Thereafter, except as set forth, there shall be no further rights or obligations of the Parties, except as expressly set forth in this Article VII and as shall explicitly survive termination. In the event of such termination, the Township shall terminate the Redeveloper's designation as the redeveloper of the Project or Phase. In the event of such termination, the Redeveloper shall no longer be permitted to apply for and receive building permits or certificates of occupancy, apply for and receive any Final Site Plan Approvals or undertake the

Project and any and all Final Site Plan Approvals already received shall be deemed null and void. In the event of such termination, Redeveloper shall remain fully responsible [for payment of the Administrative Fee and] for payment of any outstanding Redeveloper Costs. The Redeveloper shall reimburse the Township for all costs and/or damages (including reasonable counsel fees) incurred by the Township on account of the default of the Redeveloper. The Township shall have the right to apply to the aforementioned costs or damages incurred by the Township as aforesaid, any funds of the Redeveloper held or controlled by the Township at the time of such default and termination. This Section 7.03 shall survive any termination of the Agreement.

7.04. Township's Remedies; Revesting Title in Township. Except with respect to a Phase of the Project that is "under construction," as defined in Section 7.03 above, upon the occurrence of any Event of Default subject to the rights of any mortgage holder as set forth in Sections 4.04 and 4.05 herein, the Township shall have the right at its sole and absolute option, upon sixty (60) Days' written notice to Redeveloper, in accordance with Section 12.01 hereof, and any mortgagee of the Redeveloper, to enter and take possession of the uncompleted portions of the Project or Phase and the Property or part thereof not under construction (the "**Uncompleted Portion**"). At the same time that the Township enters onto and takes possession of the Uncompleted Portion, Redeveloper shall execute and deliver a deed to the Township for the Uncompleted Portion, subject to the rights of any mortgage holder as set forth in Article IV herein, and the bondholders. This provision shall be entered in the Declaration. Any vesting of title in the Township under this Section 7.04 shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by this Agreement for the protection of the holders of such mortgage. Upon the issuance of a Certificate of Occupancy for any Phase, or portion thereof, that Phase, or portion thereof, shall not be subject to the provisions of this Section 7.04.

7.05. Resale of Uncompleted Portion. Upon the vesting in the Township of the title to the Uncompleted Portion as provided in Section 7.04, the Township shall, pursuant to its responsibilities under New Jersey law, use its best efforts to resell the Uncompleted Portion (subject to such permitted mortgage liens as may exist against the Uncompleted Portion), utilizing customary/marketing and sale efforts. Such sale shall be made, as soon and in such manner as the Township shall find feasible and consistent with the objectives of New Jersey law and of the Redevelopment Plan, to a qualified and responsible Person or Persons, as determined by the Township, who will assume the obligation of completing the Project or such other Improvements as shall be satisfactory to the Township and in accordance with the uses specified for the Property in this Agreement and the Redevelopment Plan. Upon any resale of the Uncompleted Portion, the proceeds thereof shall be applied:

(a) First, to all actual costs and expenses incurred by the Township, including but not limited to: legal fees, salaries of personnel and related expenses incurred by the Township in connection with the possession, management and resale of the Uncompleted Portion; all taxes, payments in lieu of taxes, assessments, and water and sewer charges with respect to the Uncompleted Portion or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Uncompleted Portion at the time of the vesting of title thereto in the Township or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of Redeveloper, its successors or Transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Uncompleted Portion or any part thereof; and any amounts otherwise owed to the Township by Redeveloper and its successors or Transferees in accordance with the terms of this Agreement; and

(b) Second, to reimburse the Redeveloper, its successor or Transferee, up to the amount equal to the Redeveloper's actual costs associated with the Uncompleted Portion, including: land acquisition, engineering, planning, site improvement, marketing and other project development costs, actual infrastructure expenditures (i.e. roadways, utilities, etc.) on or off the site, necessary or required for the Project, plus the reasonable value of all Improvements constructed and paid for by the Redeveloper on the Uncompleted Portion. Any balance remaining after such reimbursements shall be retained by the Township as its property.

7.06. No Waiver of Rights and Remedies by Delay. Any delay by the Township in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or shall not deprive the Township of or limit the Township's rights in any way (it being the intent of this provision that the Township should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise to exercise such rights at a time when the Township may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Township with respect to any specific default by the Redeveloper under this Agreement be considered or treated as a waiver of the rights of the Township with respect to any other defaults by the Redeveloper under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

7.07. Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

7.08 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) execution of this Redevelopment Agreement by the Township, the commencement of such litigation shall be an event of Force Majeure 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 VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01. Representations, Warranties and Covenants of Redeveloper. Redeveloper represents and warrants to the Township that the terms and execution of this Agreement have been duly authorized,

executed and delivered by Redeveloper and, on the Effective Date will constitute a legal, valid and binding obligation of Redeveloper enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Redeveloper and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Redeveloper is a party or by which it is bound or the certificate of incorporation, by-laws, certificate of formation, operating agreement or partnership agreement of Redeveloper, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Redeveloper represents and warrants that it has obtained all necessary licenses and certifications and further that it will be qualified to do business in New Jersey on and after the Effective Date.

8.02. Representations and Warranties of the Township. The Township represents and warrants to Redeveloper that the terms and execution of this Agreement has been duly authorized by virtue of a certain Resolution, executed and delivered by the Township and, on the Effective Date, will constitute a legal, valid and binding obligation of the Township enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the Township. Township further represents and warrants to Redeveloper that consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the Township is a party or by which it is bound or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof.

ARTICLE IX

PREPARATION AND SUBMISSION OF PLANS AND SPECIFICATIONS FOR DEVELOPMENT

9.01. Filing of Final Site Plan. The Redeveloper shall prepare and submit to the Planning Board all applications and supporting documents (each a “**Final Site Plan**”) as shall be required to obtain approval of the Final Site Plan for the Project, or applicable Phase (each a “**Final Site Plan Approval**”) by the Planning Board in accordance with ordinances of the Township and the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*), as the same may be amended from time to time and the Redevelopment Law. Redeveloper shall provide the Township with copies of the Final Site Plan for each Phase within ten (10) Days of receiving a Final Site Plan Approval.

9.02. Failure to Obtain Final Site Plan. In the event that Redeveloper has not received a Final Site Plan Approval within the time frame set forth in the Development Timetable, then upon written notice to the Redeveloper from the Township, this Agreement may be terminated and, except as set forth below, the Redeveloper shall be in default under this Agreement. Upon such termination, Redeveloper shall furnish the Township, without charge, with reproducible copies of such available surveys, engineering and architectural studies, drawings, reports, or other pertinent data prepared by or for Redeveloper with respect to the Property as Redeveloper is legally entitled to convey.

It is hereby agreed by the Parties that any failure to obtain the applicable Final Site Plan Approval within the time required in the Development Timetable, which is caused by the Planning Board or which involves mutual adjournment or extension of the hearing period by both the Redeveloper and the Planning Board, shall not be construed as a breach of the performance time

requirement in the Development Timetable. Redeveloper's time constraint hereunder for acquiring the applicable the Final Site Plan Approval shall be extended Day for Day with that agreed to by the Redeveloper, as applicant, and the Planning Board only if the application then under consideration is consistent with the requirements of the Redevelopment Plan and with all applicable legal requirements, but in no case shall it be extended for more than sixty (60) Days beyond the initial mutual adjournment or extension of any such application with the Planning Board.

9.03. Construction Plans. If requested by Township in writing, the Redeveloper shall, at its own cost, submit the final Construction Plans and revisions thereto to the Township.

ARTICLE X
RESERVED

ARTICLE XI
COMMUNITY INITIATIVES

11.01 Equal Employment Opportunity. The Redeveloper agrees that during construction of the Project:

(a) The Redeveloper will not discriminate against any employee of Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. Redeveloper 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. Redeveloper 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 Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Subcontractors and suppliers to the Project shall include qualified and certified Minority Business Enterprises.

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

11.02 First Source Employment. The Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts to employ residents of the Township in the construction of the Project in accordance with Chapter 15 of the Township's municipal code. In addition to the foregoing, and consistent with market wages, the Redeveloper shall make good faith efforts to employ residents of the Township in the operation of the Project. The Redeveloper agrees to cooperate with the Township or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Township residents. The Redeveloper will cooperate with efforts to recruit Township residents for all employment

opportunities in connection with the Project, including participation in the Township job fairs and utilization of its central registry. The Redeveloper agrees to meet with appropriate Township officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities. All contracts entered into by the Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision. The Redeveloper shall submit reports to the Township regarding compliance with this Article 11, as required by the Township municipal code. In addition, the Redeveloper covenants to enforce its contracts with its contractors and subcontractors if such parties are not in compliance with this Section.

ARTICLE XII
NOTICES AND DEMANDS

12.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either Party to the other shall be considered given and delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by nationally recognized overnight mail carrier or delivered personally at the addresses listed below for each Party.

- (a) In the case of the Redeveloper, addressed to:

Redeveloper Capital Partners
Attn: Drew Adderly
494 Broad Street Suite 206
Newark, New Jersey, 07102

with a copy to:

Nee Plata Law, LLC
Attn: Jong Sook Nee
101 Eisenhower Parkway, Suite 101
Roseland, New Jersey 07068

- (b) In the case of the Township, addressed to:

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

and:

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

with a copy to:

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

(c) At such other addresses as a Party may, from time to time, designate in writing and mail to the other as provided herein.

ARTICLE XIII
MISCELLANEOUS

13.01. Township's Right to Engineering and Architectural Data. Upon termination of this Agreement due to an Event of Redeveloper's Default, Redeveloper shall furnish to the Township without charge or fee, reproducible copies of all surveys, engineering and architectural studies, drawings, reports and other data prepared by or for Redeveloper with respect to the Property and the contemplated development thereof.

13.02. Force Majeure. It is agreed that the deadline stated herein for construction of the Project shall be extended by the Township if completion of the construction of the Project, or applicable Phase thereof, is prevented by an event of Force Majeure, in which case any unexpired deadline shall be extended for the period of such Force Majeure delay, as reasonably determined by the Township, provided that the Redeveloper shall, within ten (10) Days after the beginning of any such delay, have notified the Township in writing of the cause or causes thereof, and requested an extension for the period of the such delay.

13.03. Right of Entry For Utility Service. The Township reserves for itself the right to enter upon the Property at any reasonable time upon prior written notice of not less than 48 hours (except in the event of an emergency when access will be immediate) for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the boundary lines of the Project.

13.04. Redeveloper Not To Construct Over Utility Easements/Relocation of Utilities. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been reasonably approved by the Township. If approval for such construction is requested by the Redeveloper, the Township shall use its best efforts to assure that such approval shall not be withheld or delayed unreasonably. The Redeveloper shall be responsible for, and shall assume the cost for, the relocation of all utilities as provided by the Final Site Plan approval and Applicable Law.

13.05. Maintenance. The Redeveloper shall be responsible for maintenance and security of the Property subject to this Agreement until such time as Redeveloper no longer owns same.

13.06. 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.

13.07. Entire Agreement. Except as further described herein, this Agreement constitutes the entire Agreement of the Parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement signed by all the Parties hereto.

13.08. Consents and Approvals. Any consent or approval required of either Party pursuant to any term of this Agreement shall not be unreasonably withheld, denied or delayed by the other Party.

13.09. Titles of Articles and Sections/Headings. Any titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Article and Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Articles and Sections.

13.10. Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

13.11. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

13.12. Governing Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of New Jersey.

13.13 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.

13.14. 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

TOWNSHIP OF IRVINGTON

Harold Wiener, Clerk

By: _____
Tony Vauss, Mayor

Witness:

REDEVELOPMENT CAPITAL PARTNERS, LLC

By: _____
Name:
Title:

**SCHEDULE A
PROPERTY**

**SCHEDULE B
PROJECT DESCRIPTION**

BLOCK	LOT	LOCATION	TYPE	UNITS	BEDROOM DISTRIBUTION
131	24	715 Grove Street	New construction – pending purchase with 713 Grove Street	TBD	
136	24	35-39 22nd Street	New construction	6	Four 2-Bedroom/Two 1-Bedroom
136	29	21-23 22nd Street	New construction	2	2-Bedroom/2-Bedroom
137	11	36-38 22nd Street	New construction	6	Four 2-Bedroom/Two 1-Bedroom
141	17	127 22nd Street.	New construction	2	3-Bedroom/2-Bedroom
142	7	130 22nd Street	New construction	3	3-Bedroom/2-Bedroom
144	1	332 21st Street	Renovation	2	3-Bedroom/2-Bedroom
148	23	95 22nd Street	New construction	2	3-Bedroom/2-Bedroom
162	23	413 21st Street	Renovation	3	2-Bedroom/2-Bedroom/2-Bedroom
158	11	78 21st Street	New construction	1	3-Bedroom
157	28	97 21st Street	Renovation	2	3-Bedroom/2-Bedroom
159	10	138 21st Street	Renovation	4	3-Bedroom/3-Bedroom/2-Bedroom/2-Bedroom
159	4	156 21st Street	New construction	3	3-Bedroom/3-Bedroom/3-Bedroom
118	13	555 Grove Street	Renovation	2	2-Bedroom/Barbershop
150	10	566 Grove Street	New construction	3	3-Bedroom/2-Bedroom/2-Bedroom
116	24	585 Grove Street	New construction	3	3-Bedroom/2-Bedroom/2-Bedroom
116	35	28 Grove Terrace	New construction	3	3-Bedroom/2-Bedroom/2-

					Bedroom
116	38	34 Grove Terrace	New construction	2	3-Bedroom/2-Bedroom
116	39	36 Grove Terrace	New construction	1	3-Bedroom

SCHEDULE C
DEVELOPMENT TIMETABLE

PHASE I: Block 137, Lot(s) 11; Block 136, Lot(s) 24; Block 136, Lot(s) 29; and Block 144, Lot(s) 1

<u>Tasks</u>	<u>Completion</u>
1. Submission of an Application to the Planning Board for Preliminary and Final Major Site Plan approval for Phase I.	Sixty (60) Days from Effective Date
2. Submit application for a building permit.	Thirty (30) Days from receipt of Final Site Plan approval
3. Commencement of Construction (as defined in Definitions).	Within thirty (30) Days after issuance of the building permit
4. Substantial Completion (as defined in Definitions) of the Improvements.	Within twelve (12) months after the date of Commencement of Construction.

PHASE II: Block 148, Lot(s) 23; Block 141, Lot(s) 17; Block 142, Lot(s) 7; and Block 118, Lot(s) 13

<u>Tasks</u>	<u>Completion</u>
1. Submission of an Application to the Planning Board for Preliminary and Final Major Site Plan approval for Phase II.	Ninety (90) days from receipt of Final Site Plan Approval for Phase I.
2. Submit application for a building permit.	Forty-Five (45) Days from receipt of Final Site Plan approval for Phase II.
3. Commencement of Construction (as defined in Definitions).	Within thirty (30) Days after issuance of the building permit.
4. Substantial Completion (as defined in Definitions) of the Improvements.	Within twelve (12) months after the date of Commencement of Construction.

PHASE III: Block 157, Lot(s) 28; Block 159, Lot(s) 4; Block 159, Lot(s) 10; and Block 158, Lot(s) 11

<u>Tasks</u>	<u>Completion</u>
1. Submission of an Application to the Planning Board for Preliminary and Final Major Site Plan approval for Phase III.	Seventy (70) Days from receipt of Final Site Plan Approval for Phase II.
2. Submit application for a building permit.	Sixty (60) Days from receipt of Final Site Plan approval for Phase III.

3. Commencement of Construction (as defined in Definitions).	Within thirty (30) Days after issuance of the building permit.
4. Substantial Completion (as defined in Definitions) of the Improvements.	Within twelve (12) months after the date of Commencement of Construction.

PHASE IV: Block 116, Lot(s) 35; Block 116, Lot(s) 38; Block 116, Lot(s) 39; and Block 119, Lot(s) 11

PHASE IV

<u>Tasks</u>	<u>Completion</u>
1. Submission of an Application to the Planning Board for Preliminary and Final Major Site Plan approval for Phase I.	One Hundred Twenty (120) Days from receipt of Final Site Plan Approval for Phase III.
2. Submit application for a building permit.	Sixty (60) Days from receipt of Final Site Plan approval for Phase IV.
3. Commencement of Construction (as defined in Definitions).	Within thirty (30) Days after issuance of the building permit.
4. Substantial Completion (as defined in Definitions) of the Improvements.	Within twelve (12) months after the date of Commencement of Construction.

PHASE V: Block 150, Lot(s) 10; Block 116, Lot(s) 24;

<u>Tasks</u>	<u>Completion</u>
1. Submission of an Application to the Planning Board for Preliminary and Final Major Site Plan approval for Phase I.	Thirty (30) Days from receipt of Final Site Plan Approval for Phase IV.
2. Submit application for a building permit.	Sixty (60) Days from receipt of Final Site Plan approval for Phase V.
3. Commencement of Construction (as defined in Definitions).	Within thirty (30) Days after issuance of the building permit.
4. Substantial Completion (as defined in Definitions) of the Improvements.	Within twelve (12) months after the date of Commencement of Construction.

SCHEDULE D
FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

SCHEDULE E
FORM OF PURCHASE AND SALE AGREEMENT

EXHIBIT A TO PURCHASE AND SALE AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

To be added upon execution of Purchase and Sale Agreement

EXHIBIT B TO PURCHASE AND SALE AGREEMENT
FORM OF DEED

To be added upon execution of Purchase and Sale Agreement

SCHEDULE F

INSURANCE REQUIREMENTS

General. At all times the Redeveloper shall maintain, or cause to be maintained, insurance for the mutual benefit of the Township and Redeveloper as their interest may appear:

(1) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, with minimum limits of \$50,000 each occurrence;

(2) Commercial General Liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of \$1,000,000 each occurrence, \$1,000,000 personal injury, \$1,000,000 general aggregate and \$1,000,000 products/completed operations, plus excess (“umbrella”) liability policy(s) with coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. It is further understood that the Commercial General Liability insurance is primary and non-contributory, with the Township named as Additional Insured.

(3) Workers compensation insurance in an amount not less than \$500,000 or such greater amount as may be required under Applicable Laws for employees of Redeveloper and the Contractors.

Redeveloper’s obligation to provide insurance as to the Project shall cease upon the issuance of a Certificate of Completion.

Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated “A-” or better by A.M. Best and reasonably acceptable to the Township. Within seven (7) days of the execution of this Agreement, a certificate procured by Redeveloper pursuant this Exhibit E (or certificates thereof) will be delivered to the Township. At least 30 days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redeveloper to the Township as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in this Exhibit E will, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss will be payable to the Redeveloper and the Township, as their interest may appear and (b) such policies may not be canceled except upon 30 days prior written notice to the named insured, additional insured/certificate holder and loss payee.

Township as Insured. All policies of insurance required herein shall name the Redeveloper as the insured and the Township as the additional insured, as their respective interests may appear.

Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies under a blanket insurance policy or

policies which can cover other properties as well as the Properties; provided, however, that any such policy of insurance must (a) specify therein, or the Redeveloper shall furnish the Township with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required herein to be carried, and (b) Properties will be written on a replacement cost, completed value basis.

Deductibles. All insurance provided under this Exhibit E may contain loss deductible clauses in such maximum amounts as the Township approves in its reasonable discretion.

Subrogation. All insurance policies obtained pursuant to this Exhibit E must include waivers of subrogation against the Township and Redeveloper.

SCHEDULE G

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 Schedule G shall survive termination of this Agreement.

10. Communication and Petitions

A. Communications

1. New Jersey League of Municipalities – Legislative Bulletin #5

11. Pending Business

None

NON-CONSENT AGENDA ITEMS

C. Bills & Claims

Cox – Burgess 1. Bill List

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD NOVEMBER 25, 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	\$1,060,448.41
TOTAL	\$1,060,448.41

Adopted
No: Inman

Cox – Hudley 2. Payrolls

October 25, 2019

REGULAR	OVERTIME	OTHER	TOTAL
\$1,622,629.14	\$155,722.52	\$129,726.39	\$1,908,078.05

Adopted
No: Inman

9. Resolutions & Motions

A. Resolutions

Cox – Beasley 30. Ratify Mayor's Appointment of Troy Harrison As Local Fire Official

WHEREAS, the Irvington Fire Department has a vacancy due to retirement of the "Local Fire Official" and the State Division of Fire Safety requires that this position be filled according to N.J.A.C. 5:71-2.7(a) by a resolution of the governing body appointing the "Local Fire Official":

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that Troy Harrison be and is hereby appointed as the "Local Fire Official" of the Township of Irvington.

Adopted
No: Inman

Cox – Beasley 31. Authorize Final Disposition in Legal Matter – Espinoza Versus Irvington et al. - \$95,000.00

RESOLUTION APPROVING THE FINAL DISPOSITION OF Espinoza v. Township of Irvington, et al.

WHEREAS, the matter of Salvador Espinoza v. Township of Irvington, et al, was filed in the Superior Court of New Jersey, Law Division, Docket No. ESX-L-7249-17; and

WHEREAS, the Township of Irvington Administration and the Municipal Council deem it in the best interest to bring this matter to a resolution, thus saving the Township further expense in the defense thereof and curtailing any excessive liability that could result from this litigation; and

WHEREAS, the Office of the Township Attorney has reviewed, monitored and consulted with counsel and all relevant municipal officials and pursuant thereto recommend that this matter be concluded:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to a settlement of the above matter in the amount not to exceed Ninety Five Thousand (\$95,000.00) Dollars to be paid to the firm of Richard Greifinger, Attorney Trust Account, subject to the execution of a Release and Settlement agreement and executed Stipulation of Dismissal with Prejudice; and

BE IT FURTHER RESOLVED that this matter is hereby concluded with absolutely no admission of liability on behalf of the Township of Irvington, its Police Department or any agents, officers or personnel; and

BE IT FURTHER RESOLVED that the settlement funds will be processed through D&H Alternative Risk Solutions, the Township's third party liability administrator.

Adopted
No: Inman

Hudley – Burgess 32. Authorize Final Disposition in Legal Matter – Epple Versus Irvington et al. - \$19,217.13

RESOLUTION APPROVING THE FINAL DISPOSITION OF Epple v. Township of Irvington, et al.

WHEREAS, the matter of Gertrude Epple v. Township of Irvington, et al, was filed in the Superior Court of New Jersey, Law Division, Docket No. ESX-L-208-19; and

WHEREAS, the Township of Irvington Administration and the Municipal Council deem it in the best interest to bring this matter to a resolution, thus saving the Township further expense in the defense thereof and curtailing any excessive liability that could result from this litigation; and

WHEREAS, the Office of the Township Attorney has reviewed, monitored and consulted with counsel and all relevant municipal officials and pursuant thereto recommend that this matter be concluded:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it hereby agrees to a settlement of the above matter in the amount not to exceed Nineteen Thousand Two Hundred Seventeen Dollars and Sixty Three Cents (\$19,217.63) to be paid to the firm of Bruno and Ferraro Attorney Trust Account, subject to the execution of a Release and Settlement agreement and executed Stipulation of Dismissal with Prejudice; and

BE IT FURTHER RESOLVED that this matter is hereby concluded with absolutely no admission of liability on behalf of the Township of Irvington, its Police Department or any agents, officers or personnel; and

BE IT FURTHER RESOLVED that the settlement funds will be processed through D&H Alternative Risk Solutions, the Township's third party liability administrator.

Adopted
No: Inman

Hudley - Vick 33. Ratify Professional Services Contract for Legal Services in the Matter of Renee Jones-Jackson Versus the Township of Irvington – Law Offices of Michael A. D'Aquanni, LLC – 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 Office of Michael A. D'Aquanni, LLC has the most experience to defend the Township of Irvington in the matter of Renee Jones-Jackson v. Irvington, Case No. 2:19-CV-15430-MAH; and

WHEREAS, the Township Attorney has recommended that a contract be awarded to Law Office of Michael A. D'Aquanni, LLC, 1481 Oak Tree Rd, , Iselin, New Jersey, 08830; 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 Office of Michael A. D'Aquanni, LLC, 1481 Oak Tree Rd, , Iselin, New Jersey, 08830 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
No: Inman

Cox – Hudley 34. Rescind \$19,000.00 CDBG Grant Award to Harmony Education and Life Partners and Authorize CDBG Grant Award of \$19,000.00 to Ready, Set, Grow

RESOLUTION AMENDING THE 2017-2018 PY CDBG FUNDING FOR HARMONY EDUCATION AND LIFE PARTNERS AND AWARD READY SET GROW ACADEMY

WHEREAS, the Township of Irvington is a recipient of 2017-2018 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, by resolution number EDGO 18-0313-2 adopted on January 10, 2017, the Township of Irvington awarded CDBG grant funds in the amount \$19,000.00 for the 2017-2018 program year to HARMONY EDUCATION AND LIFE PARTNERS a private Non-Profit corporation of the State of New Jersey with principal offices at 1160 CLINTON AVENUE, IRVINGTON NEW JERSEY 07111 for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington wishes to further amend its 2017-18 action plan to award that sum of \$19,000 to the READY SET GROW ACADEMY (RSGA) to enhance their program.

WHEREAS, RSGA is a Not-For-Profit Organization whose corporate office is at 972 Broad Street, Suite 8A Newark, New Jersey 07102 and who is seeking to bring social and emotional student leadership and mentoring program. This program aims to provide wrap around services and assistance to at risk students who are in danger of failing to perform according to expectation as a result of inadequately working to their potential; and,

WHEREAS, RSGA proposed service constitutes a public service which is an eligible activity under CDBG.

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

1. Rescinding resolution number EDGO 18-0313-2 dated January 10, 2017 awarding \$19,000 in grant funds to HARMONY EDUCATION AND LIFE PARTNERS.

2. Amend the 2017-18 Action Plan to award \$19,000.00 to RSGA, at 972 Broad Street, Suite 8A Newark, New Jersey 07102 and who is seeking to bring leadership and mentoring program to Irvington, New Jersey.
3. Authorizing the Township to enter into a contract to award said funds to RSGA to facilitate provision of the above stated services.

Adopted
No: Inman

ALCOHOLIC BEVERAGE CONTROL BOARD

NOVEMBER 25, 2019

1. Chairman Cox calls the Meeting to Order

Roll Call

Present: Commissioners Beasley, Burgess, Frederic, Hudley, Inman, Vick, Cox, Chairman
]

2. New Business

Cox - Burgess Person to Person Transfer of ABC POCKET Consumption License From KB Montana, Inc., to Yunga's Brothers, LLC

WHEREAS, application has been made by Yunga's Brothers, LLC, c/o Manuel Yunga, 25 Laurel Avenue, Irvington, N.J. 07111, for the transfer of Plenary Retail Consumption Licenses #0709-33-041-003 heretofore issued to K.B. Montana, Inc., Trading as Casey's Tavern, (INACTIVE LICENSE) to Yunga's Brothers, LLC, c/o Manuel Yunga, 25 Laurel Avenue, Irvington, N.J. 07111 (INACTIVE LICENSE); and

WHEREAS, the applicant has complied with all applicable State Statutes and Regulations and Chapter 59, Section 21 of the Irvington Revised Code:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL ACTING AS THE ALCOHOLIC BEVERAGE CONTROL BOARD OF THE TOWNSHIP OF IRVINGTON, NEW JERSEY that the application be and the same is hereby granted; that Plenary Retail Consumption License #0709-33-041-003 heretofore issued to K.B. Montana, Inc., Trading as Casey's Tavern, (INACTIVE LICENSE) be transferred over and to Yunga's Brothers, LLC, c/o Manuel Yunga, 25 Laurel Avenue, Irvington, N.J. 07111, (INACTIVE LICENSE); and

BE IT FURTHER RESOLVED that the Chief License Clerk is hereby authorized to endorse the aforesaid license over and to Yunga's Brothers, LLC, c/o Manuel Yunga, 25 Laurel Avenue, Irvington, N.J. 07111, (INACTIVE LICENSE) in accordance with N.J.A.C. 13:2-7.21.

FEE PAID \$380.00

NEW LICENSE NUMBER 0709-33-041-004

Effective Date: November 25, 2019

Adopted

3. Adjournment

COUNCIL MEETING (RESUMED)

12. Miscellaneous

B. General Hearing of Citizens and Council Members limited to three minutes per person (MUST SIGN UP IN ADVANCE OF MEETING)

There were no requests to be heard.

13. Adjournment

There being no further business, the meeting was adjourned at 7:48 P.M.

Renee C. Burgess, Council President

Harold E. Wiener, Municipal Clerk