

WEST DEPTFORD TOWNSHIP

RESOLUTION 2016-68

RESOLUTION CONDITIONALLY DESIGNATING JAWORSKI REDEVELOPMENT ENTERPRISES, LLC AND/OR AN AFFILIATED ENTITY AS REDEVELOPER FOR PROPERTIES KNOWN AS TAX BLOCK 328, LOTS 7.01, 7.04, 7.06 AND 7.08 LOCATED IN THE RIVERWIND REDEVELOPMENT AREA FOR REDEVELOPMENT OF RESIDENTIAL AND MIXED USE DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE AN ESCROW AGREEMENT WITH JAWORSKI REDEVELOPMENT ENTERPRISES, LLC AND/OR AN AFFILIATED ENTITY

WHEREAS, on May 6, 1999, the Township Committee of the Township of West Deptford designated various properties along the Delaware River as an area need of redevelopment (“Redevelopment Area”); and

WHEREAS, on or about June 3, 1999, the Township Committee of the Township of West Deptford adopted a redevelopment plan for the Redevelopment Area entitled River Center at West Deptford (RiverWinds) Redevelopment Plan (the “Redevelopment Plan”), which Redevelopment Plan was last amended in February 2005; and

WHEREAS, the Township of West Deptford (the “Township”) has been promoting the redevelopment of the Redevelopment Area since its designation in 1999; and

WHEREAS, Block 328, Lots 7.01, 7.04, 7.06 and 7.08 are located in the Redevelopment Area and are owned by the Township (collectively referred to as the “Properties”); and

WHEREAS, on May 22, 2015, the Township issued a Request for Qualifications and Proposals for the Properties (the “RFQ/P”); and

WHEREAS, the Township received three (3) responses to the RFQ/P, reviewed each response and interviewed each respondent; and

WHEREAS, the Township Redevelopment Team consisting of Township Administrator, Solicitor, Redevelopment Counsel, Financial Advisor and Township Engineer recommend the designation of Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity as conditional redeveloper; and

WHEREAS, Jaworski Redevelopment Enterprises, LLC was one of the three (3) respondents to the RFQ/P, and submitted a response to the Township, dated July 14, 2015; and

WHEREAS, Jaworski Redevelopment Enterprises, LLC made a presentation to the Township Committee on March 3, 2016 regarding its response to the RFQ/P and its concept proposal to redevelop the Properties; and

WHEREAS, Jaworski Redevelopment Enterprises, LLC and its principals have successfully completed redevelopment projects in Cherry Hill, Somerville and Hamilton; and

WHEREAS, the response to the RFQ/P and concept proposal by Jaworski Redevelopment Enterprises, LLC was reviewed and found consistent with the Township's goals for redeveloping the Redevelopment Area; and

WHEREAS, after careful consideration, the Township is desirous of conditionally designating Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity as redeveloper of the Properties subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of West Deptford that Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity, 200 Golfview Drive, Blackwood, New Jersey 08012 is hereby conditionally designated as redeveloper for the development of the Township owned properties located on Block 328, Lots 7.01, 7.04, 7.06 and 7.08 in the RiverWinds Redevelopment Area for the redevelopment of the Properties for the reasons set forth herein.

BE IT FURTHER RESOLVED, that said conditional designation is subject to the following conditions:

1. That the conditional designation is limited to a period of one (1) year from the date of this Resolution at which time it will automatically expire and be of no further force and effect, and the parties will no longer have any obligation to the other, except as to final payment of any Township costs under the Escrow Agreement required herein. The Township may, in its sole discretion, extend and re-extend the conditional designation provided sufficient progress is being made in negotiation of a redevelopment agreement, which determination is at the sole discretion of the Township and which extension must be in the form of a duly adopted resolution of the Township Committee. The Township reserves the right to terminate this conditional redeveloper designation if the Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity fail to meet any of the applicable conditions, including acting in good faith to commence and continue negotiations with the Township on the terms and conditions of a redevelopment agreement during the term of the conditional redeveloper designation.
2. That Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity agree to pay any and all costs incurred by the Township from the date of the conditional designation to execution of a redevelopment agreement or

termination of the redeveloper designation, as set forth herein. The escrow deposit shall be in the amount of \$25,000.00.

3. Within fourteen (14) days of the adoption of this resolution, Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity and the Township shall enter into an escrow agreement, attached hereto and made part of this Resolution.
4. That Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity and the Township shall negotiate and agree upon the terms and conditions of a redevelopment agreement within the period of the conditional designation, as such period may be extended by the Township in its sole discretion.
5. That as part of the negotiations of the redevelopment agreement between Jaworski Redevelopment Enterprises, LLC and the Township, the parties shall agree to the terms and conditions for the conveyance of the Township owned Properties to Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity.
6. That the Township shall prepare and adopt amendments to the Redevelopment Plan for the Redevelopment Area as may be required for the redevelopment of the Properties by Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute the escrow agreement attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED, that upon completion of negotiations on a redevelopment agreement, the same shall be presented to the Township Committee of the Township of West Deptford for consideration along with any and all other related documents necessary to effectuate the completion and implementation of this project.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

TOWNSHIP OF WEST DEPTFORD

By: 
DENICE DICARLO, Mayor

ATTEST:


LEE ANN DEHART, Acting Municipal Clerk

ESCROW AGREEMENT

This **ESCROW AGREEMENT** made this ___ day of March, 2016, by and among the Township of West Deptford, a body corporate and politic of the State of New Jersey with offices at 400 Crown Point Road, West Deptford, New Jersey 08086 (the "Township") and Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity, 200 Golfview Drive, Blackwood, New Jersey 08012 (hereinafter referred to as the "Redeveloper").

WITNESSETH

WHEREAS, on March 3, 2016, the Township adopted a resolution, a copy of which is attached hereto as Exhibit A (the "Resolution"), designating Jaworski Redevelopment Enterprises, LLC and/or an affiliated entity as conditional Redeveloper for Block 328, Lots 7.01, 7.04, 7.06 and 7.08, as shown and designated on the Township's official tax maps and is located in the RiverWinds Redevelopment Area in the Township (hereinafter referred to as the "Properties"); and

WHEREAS, the Township and Redeveloper are negotiating a redevelopment agreement which will, among other things, set forth the terms and conditions with respect to the redevelopment of the Properties, conveyance of the Properties to the Redeveloper, the construction of the improvements and the payment of certain costs in connection therewith (hereinafter referred to as the "Redevelopment Agreement"); and

WHEREAS, the Redeveloper shall acquire the Properties and construct certain improvements on the Properties in accordance with the Redevelopment Plan and the Redevelopment Agreement (the "Project"); and

WHEREAS, pursuant to the Resolution, the Township requires the payment of certain fees by the Redeveloper for the Project; and

WHEREAS, the Township has and will incur certain costs including outside professional consultants such as attorneys, planners, financial advisor and engineers and any other costs which the Township deems are related to the Project (the "Administrative and Professional Costs") in connection with the negotiation of a Redevelopment Agreement, implementation of the Redevelopment Agreement, project financing, amendments to the Redevelopment Plan for Redevelopment Area 2 and other related costs incurred by the Township; and

WHEREAS, the Redeveloper is required to pay for the Township's Administrative and Professional Costs through the deposit of \$25,000.00 in an escrow fund to be administered by the Township (the "Escrowed Funds"), which Escrowed Funds shall be replenished by the Redeveloper in the amount of at least \$7,500.00 when the amount in the escrow fund reaches \$5,000.00; and

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the parties hereto agree as follows:

1. The Township agrees to serve as Escrow Agent as set forth in this Escrow Agreement.

2. Escrow Agent shall deposit the Escrowed Funds in a separate interest-bearing account maintained by Escrow Agent. Interest earned shall accrue to the party entitled to the Escrowed Funds pursuant to *N.J.S.A. 40:55D-53.1*. The custodian of the account shall be the West Deptford Township Chief Financial Officer/Treasurer. When charges for Administrative and Professional Costs are received by the custodian of the Escrowed Funds, the amounts shall be transferred to the general fund of the Township for approval and disbursements. Use of the Escrowed Funds shall be subject to the same standards set forth in *N.J.S.A. 40:55D-53.2* with respect to escrows under the Municipal Land Use Law.

3. The parties acknowledge that additional Escrowed Funds may be required at any time until the execution of a Redevelopment Agreement, which agreement shall supersede and replace this Agreement. The Township shall request the additional Escrowed Funds in writing. The Redeveloper shall be required to pay such additional Escrowed Funds within fifteen (15) days of the Township's written request.

4. The Administrative and Professional Costs shall be charged in accordance with any professional service contracts authorized and approved by the Township. All payments for Administrative and Professional Costs shall be pursuant to charges from any professionals which state the hours spent, the hourly rate and the expenses incurred. Copies of all invoices paid or to be paid from the Escrowed Funds will be sent to Redeveloper.

5. Upon execution of the Redevelopment Agreement, the Escrow Agent shall render a written final accounting to the Redeveloper on the uses of the Escrowed Funds. In the event the Redeveloper desires an accounting of the expenses or fees paid for Administrative and Professional Costs prior to such time, it may request such in writing to Escrow Agent.

6. Upon termination of this Escrow Agreement, any Escrowed Funds not expended shall be returned to the Redeveloper by the Escrow Agent.

7. Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Escrow Agreement.

8. This Escrow Agreement shall be governed by and construed in accordance with the local substantive and procedural laws of the State of New Jersey. The parties agree that any action instituted regarding this Escrow Agreement shall be filed in Gloucester County, New Jersey. Each party hereby consents to the jurisdiction and venue of any such court selected by the Escrow Agent for an interpleader action or for other purposes. The parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Escrow Agreement. The parties hereto agree that a final

judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto waive any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens.

9. This Escrow Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns. This Escrow Agreement may be amended, modified, superseded, waived or cancelled only by a written instrument executed by all the parties hereto.

10. The failure of a party to insist upon strict adherence to any term of this Escrow Agreement on any occasion shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Escrow Agreement. Any waiver must be in writing signed by the party to be charged.

11. This Escrow Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

12. Any notices, demands and communications between the Township and the Redeveloper shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as any party may from time to time designate by written notice.

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

ESCROW AGENT

Christine Greenwood
Township Chief Financial Officer
Township of West Deptford
400 Crown Point Road
West Deptford, New Jersey 08086

With a copy to: Deborah Turner-Fox
Township Administrator
Township of West Deptford
400 Crown Point Road
West Deptford, New Jersey 08086

REDEVELOPER:

Ronald Jaworski
Jaworski Redevelopment Enterprises, LLC
200 Golfview Drive
Blackwood, New Jersey 08012

With a copy to: John Gillespie, Esq.
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
Mount Laurel, New Jersey 08054

13. Nothing contained in this Agreement shall prohibit the Township or the Redeveloper from seeking funds to reimburse the Redeveloper for payment of any services paid for under this Agreement. Such sources of funding may include, but are not limited to grants or public financing.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

REDEVELOPER

By: _____

Name: _____

ATTEST

TOWNSHIP OF WEST DEPTFORD

By: Lee Ann DeHart
Lee Ann DeHart, Acting Municipal Clerk

By: Denice DiCarlo
Denice DiCarlo, Mayor

EXHIBIT A
RESOLUTION