

WEST DEPTFORD TOWNSHIP

RESOLUTION 2017- 252

RESOLUTION APPROVING THE AGREEMENT REGARDING PAYMENT IN LIEU OF TAXES AND AD VALOREM LAND TAXES WITH GROVE AVENUE PARTNERS URBAN RENEWAL, LLC FOR THE PROPERTY DESIGNATED AS BLOCK 328, LOT 3.12 IN THE RIVERWINDS REDEVELOPMENT AREA

WHEREAS, the Township of West Deptford (“the Township”) entered into a certain Redevelopment Agreement dated June 27, 2002, which Redevelopment Agreement, as subsequently amended (the “Redevelopment Agreement”), for the redevelopment of the real property known, in pertinent part, as Block 328, Lot 3.12 as shown on the tax maps of the Township of West Deptford, Gloucester County, New Jersey (the “Property”); and

WHEREAS, on September 30, 2007 the Township and Grove Street Realty Urban Renewal, LLC (“Grove Street”), entered into (i) a Financial Agreement (the “RFA”), and (ii) an Apartment Subparcel Redevelopment Agreement, as amended by that certain Amendment to Apartment Subparcel Redevelopment Agreement dated August 4, 2009 (collectively, the “RDA”), which removed the Property from the Redevelopment Agreement; and

WHEREAS, on March 31, 2016, the Property, with the consent of the Township, was sold by Grove Street to Grove Avenue Partners Urban Renewal, LLC (“Grove Avenue”). As part of said sale, Grove Avenue was assigned all of the rights, title, interest and obligations in the Property, including the RFA and the RDA. The Property is subject to a Payment in Lieu of Taxes (“PILOT”) as specified in the RFA and as permitted pursuant to the Long-Term Tax Exemption Act, N.J.S.A. 40A:20-1, et seq.; and

WHEREAS, the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-12 and the relevant case decisions interpreting said statute permit a redeveloper, in this instance, Grove Avenue, to a credit toward its PILOT payment in the amount of the land taxes due as assessed by the Township; and

WHEREAS, Grove Avenue, since it became the owner of the Property, commenced making payments to the Township consistent with the RFA and, in addition, Grove Avenue also made payments to the Township for the amount of the ad valorem land taxes.

WHEREAS, the Township and Grove Avenue recognized that pursuant to said statute, Grove Avenue was entitled to receive a credit toward its PILOT payments in the amount of the land taxes which were paid to the Township and, as a result, the Township and Grove Avenue negotiated an agreement, attached hereto as Exhibit A, to resolve all issues, claims and overpayment credits that exist between the Township and Grove Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester, State of New Jersey, that it hereby consents to and approves the Agreement Regarding Payment in Lieu of Taxes and Ad Valorem Land Taxes as specifically set forth in Exhibit A attached hereto.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized, empowered and directed to execute and deliver, on behalf of the Township, such documents and/or instruments as are necessary to effectuate the actions authorized herein, including but not limited to the Agreement Regarding Payment in Lieu of Taxes and Ad Valorem Land Taxes.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute any and all related documents in order to effectuate this Resolution, subject to the review and approval of any documents by the Township Solicitor and Redevelopment Counsel.

ADOPTED at a meeting of the Township Committee of the Township of West Deptford held on August 16, 2017.

TOWNSHIP OF WEST DEPTFORD

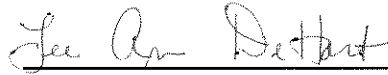
By: Denice D. Carlo
DENICE DICARLO, MAYOR

ATTEST:

Lee Ann DeHart
Lee Ann DeHart, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered Municipal Clerk of the Township of West Deptford in the County of Gloucester, State of New Jersey, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township Committee held on August 16, 2017.



Lee Ann DeHart, Registered Municipal Clerk

Exhibit "A"

CALCULATION:		
FIRST QUARTER 2017		
122,488.75	PILOT PAYMENT	PAID
122,488.75		
SECOND QUARTER		
122,488.75	PILOT PAYMENT	PAID
(34,458.75)	LESS: PAID PROPERTY TAXES	TRF TO TAXES
88,030.00	PILOT PAYMENT ONLY	
3RD QUARTER		
122,488.75	PILOT PAYMENT	
(36,438.75)	LESS: PROPERTY TAXES DUE 3rd QTR	
(17,229.38)	CREDIT FROM PAID PROPERTY TAXES 1ST QTR	
68,820.62	PILOT PAYMENT ONLY	
4TH QUARTER		
126,775.75	PILOT PAYMENT	
(36,438.75)	LESS: PROPERTY TAXES DUE 4TH QTR	
(17,229.37)	CREDIT FROM PAID PROPERTY TAXES 1ST QTR	
73,107.63	PILOT PAYMENT ONLY	

**AGREEMENT REGARDING PAYMENT IN LIEU OF TAXES
AND AD VALOREM LAND TAXES**

This Agreement (“Agreement”) is entered into this _____ day of August, 2017 by and among West Deptford Township (“Township”) and Grove Avenue Partners Urban Renewal, LLC (“Grove Avenue”). Collectively, the Township and Grove Avenue are referred to as the Parties.

WHEREAS, on September 30, 2007 the Township entered into a Financial Agreement (“RFA”) by and between the Township and Grove Street Realty Urban Renewal, LLC (“Realty”) pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (“LTTE”) for certain property designated as Block 328, Lot 3.12 (“Property”) within the Township that was subject to a Redevelopment Plan dated April 6, 1999 adopted by the Township pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (“LRHL”), and an Apartment Subparcel Redevelopment Agreement by and between the Township and Realty pursuant to the LRHL, as amended by that certain Amendment to Apartment Subparcel Redevelopment Agreement dated August 4, 2009 (collectively, the “RDA”), and sometime thereafter, Riverwinds Urban Renewal, LLC (“Riverwinds”) became the successor in interest through a foreclosure proceeding involving Realty. As the successor in interest to Realty, Riverwinds assumed all of the rights, title, interest and obligations held by Realty with regard to the Property and the RFA and the RDA.

WHEREAS, on or about March 31, 2016, Riverwinds sold the Property and assigned all of its rights, title, interest and obligations in the Property and the RFA to Grove Avenue. At such time, the RDA also became binding on Grove as the successor-in-title to Riverwinds.

WHEREAS, all of the Completion Conditions (as defined under Section 2(c) of the RDA) were completed on October 30, 2009 and the Project (as defined under the RDA), is considered complete under the terms of the RDA.

WHEREAS, pursuant to the LTTE, said Property was subject to and the beneficiary of a Payment in Lieu of Taxes (“PILOT”) as specified in the RFA.

WHEREAS, upon becoming the owner of the Property on or about March 31, 2016, Grove Avenue commenced making payments to the Township consistent with the PILOT schedule contained in the RFA. In addition thereto, Grove Avenue also made payments to the Township for the ad valorem land taxes due as assessed by the Township against said Property.

WHEREAS, neither the Township nor Grove Avenue disputed the amount of the required PILOT payment or the amount of the land tax assessment covering the Property.

WHEREAS, in or about March, 2017, Grove Avenue contacted the Township and advised the Township that pursuant to the LRHL, N.J.S.A. 40A:20-12 and the relevant case decisions interpreting said statute; that Grove Avenue was entitled to a credit toward its PILOT

payments in the amount of the land taxes it paid to the Township since Grove Avenue acquired the Property.

WHEREAS, Grove Avenue is in compliance under RFA and is not in default thereunder.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

1. All of the representations and recitals contained in the foregoing WHEREAS paragraphs are incorporated by reference herein.

2. This Agreement shall take effect commencing with the PILOT payments and ad valorem land taxes which became due beginning January 1, 2017 through the conclusion of the PILOT payments and ad valorem land taxes due as contained and set forth in the RFA.

3. Grove Avenue shall not make any claim against the Township for any credits that may be due against PILOT payments under the RFA of any ad valorem land taxes paid, if any, from the initial execution of the RFA on or about September 30, 2007 through and inclusive of December 31, 2016. Any such claim for credits due for payment of land taxes, if any, is hereby waived and forgiven by Grove Avenue.

4. Commencing January 1, 2017 and until the conclusion date as stated in the RFA, provided that Grove Avenue and/or its successors in interest and assigns shall not be in default of any of the terms and provisions of the RFA and/or RDA; Grove Avenue and/or its successors in interest and assigns shall be entitled to receive a credit each year in the amount of the ad valorem land taxes actually paid to the Township during each quarter when due against the amount of the PILOT payments actually paid by Grove Avenue to the Township all in accordance with the LTTE. Said credit amount shall be without interest. Attached hereto and incorporated herein as Exhibit A is a schedule of the 2017 year to date payments made by Grove Avenue to the Township and the projected credits for ad valorem land taxes to be paid and applied against the PILOT payment to be made by Grove Avenue. A similar schedule shall be prepared each year by the Township through the conclusion of the RFA and shall be provided to Grove Avenue.

5. This Agreement shall be binding upon, inure to the benefit of the Parties and their respective successors in interest, assigns, devisees and legal representatives. This Agreement shall not be amended or modified except by a writing signed by each of the Parties hereto. Any transfer or assignment of this Agreement shall be subject to the prior written approval of the Township which shall have the right to consent or disapprove of such transfer or assignment pursuant to the standards set forth in Section 6 of the RFA and, in addition, for as long as this Agreement is in effect, upon the further condition that the assignee or successor in interest shall assume all of Grove Avenue's obligations under this Agreement.

6. This Agreement shall be read in conjunction with the RFA and together with the RFA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings among the Parties with respect to

the matters stated herein in this Agreement. Any conflict between this Agreement and the RFA, this Agreement shall control.

7. It is the intention of the Parties that in the event a court of competent jurisdiction finds that any portion of this Agreement is unenforceable for any reason, the balance and remainder of this Agreement shall remain effective and enforceable to the extent permitted under the circumstances then existing.

8. Each of the Parties represent and warrant that it is legally capable and authorized of making this Agreement and that all actions necessary to execute this Agreement have been taken.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall constitute a single instrument.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

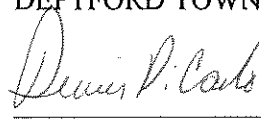
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

Attest:




WEST DEPTFORD TOWNSHIP

By:



Denice DiCarlo Mayor

Witness:



By:



Brett Meringoff, Vice President