

TOWNSHIP OF PENNSAUKEN

RESOLUTION NO. 2024:197

RESOLUTION OF THE TOWNSHIP OF PENNSAUKEN, COUNTY OF CAMDEN, STATE OF NEW JERSEY, (1) CONDITIONALLY RESCINDING THE DESIGNATION OF PENNVIEW PARTNERS, LLC AS THE REDEVELOPER OF THE BLOCK 2007, LOTS 1 AND 3 IN ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW; (2) CONDITIONALLY DESIGNATING ROBERTSON DOUGLAS GROUP, INC. AS THE "REDEVELOPER" OF BLOCK 2007, LOTS 1, 2, AND 3 PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW; AND (3) AUTHORIZING THE AMENDMENT OF THE REDEVELOPMENT PLAN TO INCLUDE BLOCK 2007, LOT 2 AS PART OF THE "AREA IN NEED OF REDEVELOPMENT", AND (4) AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH THE CONDITIONALLY DESIGNATED REDEVELOPER

WHEREAS, by Resolution No. 01-1581-30, adopted June 6, 2001, the Township Committee of the Township of Pennsauken, County of Camden, New Jersey (the "Township"), determined that certain property located within the Township identified, among other parcels, Lots 1 (since subdivided into Lots 1 and 1.01) and 3 in Block 2007 (the "Original Redevelopment Area") as an "area in need of redevelopment" in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq. (the "LRHL") and that certain Remedial Investigation Report approved by the Township's Planning Board; and

WHEREAS, by Ordinance No. 2001-30, dated June 20, 2001, the Township adopted a redevelopment plan for the Original Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, by Resolution No. 2021-229, the Township Committee designated the owner of the Original Redevelopment Area, Pennview Partners, LLC ("Pennview"), as the "redeveloper" of the Original Redevelopment Area pursuant to the LRHL; and

WHEREAS, Robertson Douglas Group, Inc. ("Redeveloper") is the contract purchaser of the property comprising the Original Redevelopment Area from Pennview; and

WHEREAS, the Township is the owner of Block 2008, Lot 2 ("Lot 2"), which is located immediately adjacent to the Original Redevelopment Area and is functionally necessary for the project to be developed by the Redeveloper; and

WHEREAS, Redeveloper has made a request to the Township Committee to be designated as "redeveloper" of the Original Redevelopment Area and Lot 2; and

WHEREAS, the Township is the redevelopment entity for the Original Redevelopment Area pursuant to the LRHL; and

WHEREAS, the Township desires to conditionally rescind the designation of Pennview as "redeveloper" of the Original Redevelopment Area and conditionally designate Redeveloper as the "redeveloper" of the Original Redevelopment Area and Lot 2, which Lot 2 shall be added to the "area in need of redevelopment" pursuant to an amendment to the existing redevelopment plan (the Original Redevelopment Plan, together with Lot 2, shall hereafter be referred to as the "**Redevelopment Area**") pursuant to the terms and conditions of this resolution, which is adopted pursuant to the authority granted to the Township under the LRHL; and

WHEREAS, the Township desires to enter into an escrow agreement with Redeveloper for Redeveloper to fund certain Township costs associated with: (i) the preparation and negotiation of a redevelopment agreement for the Redevelopment Area, which redevelopment agreement shall, among other things, supersede any prior redevelopment agreement or settlement agreement with Pennview; (ii) if deemed advantageous to the Township, the preparation and negotiation of a financial agreement for a payment-in-lieu of taxes pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. ("**LTTEL**"); (iii) the preparation of an amendment to the redevelopment plan for the Redevelopment Area to include Lot 2 therein; and (iv) such further redevelopment actions as approved by the Township Committee (collectively, the "**Redevelopment Actions**");

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Pennsauken, County of Camden, New Jersey, as follows:

1. Pennview is hereby conditionally de-designated as "redeveloper" of the Original Redevelopment Area pursuant to the LRHL.
2. The de-designation of Pennview as "redeveloper" of the Redevelopment Area is specifically conditioned on Redeveloper acquiring fee simple title to Original Redevelopment Area from Pennview and Lot 2 from the Township.
3. Redeveloper is hereby conditionally designated as "redeveloper" of the Redevelopment Area pursuant to the LRHL.
4. The designation of Redeveloper as "redeveloper" of the Redevelopment Area is specifically conditioned on: (i) Redeveloper entering into a mutually acceptable redevelopment agreement with the Township; (ii) if deemed financially advantageous to the Township, Redeveloper entering into a mutually acceptable financial agreement for a payment in lieu of taxes pursuant to the LTTEL; and (iii) Redeveloper acquiring (a) fee simple title to the Original Redevelopment Area from Pennview and (b) fee simple title to Lot 2 from the Township.

5. Upon the satisfaction of conditions (i) through (iii) in Section 4, above, the "conditional" nature of both the de-designation of Pennview as "redeveloper" of the Original Redevelopment Area and the designation of Redeveloper as "redeveloper" of the Redevelopment Area shall automatically become permanent and final without further action by the Township.

6. The Mayor, Administrator and Chief Financial Officer of the Township are each hereby authorized to execute the escrow agreement in the form attached as Exhibit A hereto to cover Township Costs incurred relative to the Redevelopment Actions.

7. The Administrator, Chief Financial Officer, Clerk, Assessor and Planner, together with other necessary advisors and experts employed by the Township, are hereby authorized and directed to amend the existing redevelopment plan for the Original Redevelopment Area to include Lot 2 therein and to take any and all actions necessary or required to effect and complete same.

8. The Township Clerk shall provide a certified copy of this Resolution to all parties of interest.

9. This Resolution shall take effect immediately.

CERTIFICATION

I, _____, Clerk of the Township of Pennsauken, County of Camden and State of New Jersey, DO HEREBY CERTIFY that this is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Pennsauken at a regular meeting held on _____.

Municipal Clerk

Exhibit A

Form of Escrow Agreement

[see attached]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "*Escrow Agreement*") is made this ____ day of _____, 2024 by and between the TOWNSHIP OF PENNSAUKEN, a municipal corporation of the State of New Jersey, with an address of 5605 N. Crescent Boulevard, Pennsauken, New Jersey 08110 (the "*Township*") and ROBERTSON DOUGLAS GROUP, INC., a New Jersey corporation with offices at 2052 N.J. Highway 35, Wall Township, New Jersey 07719 (the "*Redeveloper*").

WITNESSETH

WHEREAS, by Resolution No. 01-1581-30, adopted June 6, 2001, the Township designated that certain property located within the Township identified as Block 2007, Lots 1.01 and Lot 3 (the "*Original Redevelopment Area*") as an "area in need of redevelopment" in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq. (the "*LRHL*") and that certain Remedial Investigation Report approved by the Township's Planning Board; and

WHEREAS, the Township Committee of the Township is the "redevelopment entity" responsible for the redevelopment of the Original Redevelopment Area pursuant to the LRHL; and

WHEREAS, by resolution dated May 16, 2024, the Township conditionally designated Redeveloper as the "redeveloper" of the Original Redevelopment Area and authorized the inclusion of Block 2007, Lot 2 as part of the redevelopment area (Block 2007, Lots 1.01, 2 and 3 are hereafter referred to as the "*Redevelopment Area*" pursuant to the LRHL and authorized the execution of this Escrow Agreement; and

WHEREAS, as the redevelopment entity, the Township contemplates that it will perform certain redevelopment-related actions relative to the Redevelopment Area, including (i) preparing and adopting an amendment to the redevelopment plan for the Redevelopment Area; (ii) preparing and negotiating a redevelopment agreement with the Redeveloper; and (iii), if determined to be in the best interest of the Township, preparing and negotiating a financial agreement for a payment-in-lieu of taxes for the project contemplated to be developed at the Redevelopment Area by the Redeveloper pursuant to the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the "*LTTEL*"); and

WHEREAS, the Township may take further actions concerning the Redevelopment Area including such matters as may be authorized under the LRHL, the LTTEL, the Municipal Land Use Law, N.J.S.A. 40:55D-1, et. seq. (the "*MLUL*"), and other relevant laws and regulations (collectively, together with items (i) through (iii), above, the "*Redevelopment Actions*"); and

WHEREAS, the Township will incur costs from professional consultants associated with the Redevelopment Actions, including the Township's engineer, planner, and attorney ("*Township Professional Costs*"); and

WHEREAS, the Township has requested and the Redeveloper has agreed to pay for the Township Professionals Costs through the deposit of an escrow sum in an initial amount of \$10,000.00 (the "*Escrowed Funds*"); and

WHEREAS, in the event the parties subsequently enter into a redevelopment agreement pertaining to the Property, this Escrow Agreement will be incorporated into that redevelopment agreement either by reference, with this Escrow Agreement attached as an exhibit to the redevelopment agreement, or by express language in the redevelopment agreement that this Escrow Agreement has been superseded by the redevelopment agreement;

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 (the "*Escrow Agent*") with respect to the Escrowed Funds subject to the terms of this Escrow Agreement.

2. The Escrow Agent shall deposit the Escrowed Funds in a separate interest-bearing account maintained by Escrow Agent (the "*Escrow Fund*"). Interest earned shall accrue to the party entitled to the Escrowed Funds. The custodian of the account shall be the Chief Financial Officer, Clerk, or the Administrator of the Township. When charges for Township Professional Costs are received by the Custodian of the Escrowed Funds, the amounts shall be transferred to the general fund of the Township (or such other fund or account identified by the Township) for approval and disbursements. The Redeveloper shall be provided a copy of all Township Professional Cost invoices prior to disbursement of the Escrow Funds for payment of any such invoices. Use of the Escrowed Funds shall be subject to the same standards set forth in N.J.S.A. 40:55D-53, et. seq. with respect to escrows under the MLUL.

3. The parties acknowledge that additional Escrowed Funds may be required at any time until the Township and the Redeveloper enter into a redevelopment agreement, which redevelopment agreement, if entered into between the parties, shall supersede and replace this Escrow Agreement. The Township shall have a right to request additional Escrowed Funds in writing upon the Escrow Fund balance falling below \$2,500 to bring the Escrow Fund balance back to \$10,000 or such lesser amount as the Township deems necessary to cover the anticipated Township Professional Costs. The Redeveloper shall pay such additional funds within twenty (20) days of the Township's written request.

4. Township Professional Costs shall be charged in accordance with any professional service contract authorized and approved by the Township. All payments for professional costs shall be pursuant to charges from any professional which state the hours spent, the hourly rate and the expenses incurred and shall otherwise comply with the limits on professional charges set forth in the MLUL.

5. In the event of litigation or other dispute between the Township and Redeveloper, each party will bear its own costs in connection with that litigation or

dispute and in no event will the Escrowed Funds be used to fund the Township's litigation or dispute resolution costs or expenses.

6. Upon (a) termination of a redevelopment agreement between the Township and the Redeveloper or (b) receipt of notification from the Escrow Agent that the Redeveloper will not be proceeding with the redevelopment of the Redevelopment Area, the Escrow Agent shall render a written final accounting to the Redeveloper on the use of the Escrowed Funds, after first applying any remaining Escrowed Funds to any outstanding bills. In the event the Redeveloper desires an accounting of the expenses or fees paid for Township Professional Costs prior to such time, the Escrow Agent will provide such an accounting upon notice by the Redeveloper but no more often than once every six months.

7. Upon termination of this Escrow Agreement, any Escrowed Funds not expended shall be returned to the Redeveloper by the Escrow Agent or transferred pursuant to written approval by or on behalf of the Redeveloper (such as in the event of execution of a redevelopment agreement between the Township and Proposed Redeveloper).

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 Escrow Agent shall not be liable for any acting 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.

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. 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.

11. Any notice, 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 delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as any party may from time to time designate by written notice.

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

To the Escrow Agent:

Township Administrator

Pennsauken Township Municipal Building
5605 N. Crescent Boulevard
Pennsauken, New Jersey 08110

With a copy to:

Jeffrey D. Winitsky, Esq.
Parker McCay
2 Cooper Street, Suite 1901
Camden, New Jersey 08102

To the Redeveloper:

Robertson Douglas Group, Inc.

2052 U.S. Highway 35
Wall, New Jersey 07719
Attention: Robert Geiger

With a Copy to:

Steven P. Gouin, Esq.
Giordano, Halleran & Ciesla, PC
125 Half Mile Road, Suite 300
Red Bank, New Jersey 07701

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

13. By entering into this Escrow Agreement, the Township is not guaranteeing a result or an outcome under the MLUL, the LRHL, the LTTEL or other law applicable to the Redevelopment Actions, nor is the Township foreclosed from holding any public hearings and taking action all as required by applicable law.

[Signatures appear on following page]

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

REDEVELOPER:
Robertson Douglas Group, Inc.

By: _____

Name: _____

Title: _____

TOWNSHIP OF PENNSAUKEN

By: _____

Name: _____

Title: _____