

RESOLUTION AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, ET SEQ., BY AND BETWEEN THE PERTH AMBOY REDEVELOPMENT AGENCY, 7-ELEVEN, INC. AND NICHOLAS MOTORS, INC.

WHEREAS, in order to stimulate redevelopment, the Perth Amboy Redevelopment Agency (the "Agency") by resolution designated certain properties in the City of Perth Amboy ("City") as areas in need of redevelopment ("Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented; and

WHEREAS, on May 5, 1997, the City by ordinance adopted the Focus 2000 Redevelopment Plan, which has been amended from time to time, and which sets forth the plan for the Redevelopment Area; and

WHEREAS, the properties designated as Block 100, Lot 3.02 on the Tax Map of the City and more commonly known as 502 Smith Street, City of Perth Amboy ("Project Site" or "Property") are included in the Redevelopment Area; and

WHEREAS, 7-Eleven, Inc. has executed a Lease Agreement dated June 29, 2012 with Nicholas Motors, Inc., the Owner of the Project Site (the "Lease Agreement"); and

WHEREAS, 7-Eleven, Inc., as the tenant of the Property, seeks to be designated as the Redeveloper of the Project Site; and

WHEREAS, 7-Eleven, Inc. submitted a proposal for the redevelopment of the Project Site, attached hereto as Schedule A (the "Proposal"), which includes the replacement of the existing structure with a free-standing 7-Eleven convenience store in addition to new landscaping, paving, and striping designation; and

WHEREAS, the Agency, through its Acting Executive Director and consultants, has negotiated the detailed terms and conditions of a Redevelopment Agreement (the "Agreement") between the Agency, 7-Eleven, Inc. (the "Redeveloper") and the Owner, as more fully set forth in the form of Agreement marked as Schedule A and attached hereto; and

WHEREAS, Redeveloper represents and warrants that it possesses the financial responsibility necessary and adequate to fulfill the obligations undertaken by it under the Agreement;

WHEREAS, Owner represents and warrants, pursuant to the Agreement and the terms and conditions of the Lease Agreement, that it shall retain a Licensed Site Remediation Professional ("LSRP"), conduct the environmental investigation and remediation of the Project Site in accordance with all applicable environmental laws, rules and regulations, and obtain a Response Action Outcome ("RAO") for any soil and/or groundwater contamination located upon and/or migrating from the Project Site;

WHEREAS, the Agency, Redeveloper and Owner desire to enter into this Agreement and recognize 7-Eleven, Inc. as the designated Redeveloper of the Project.

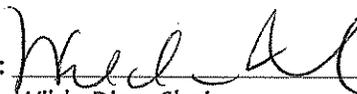
NOW, THEREFORE, it is hereby resolved by the Perth Amboy Redevelopment Agency as follows:

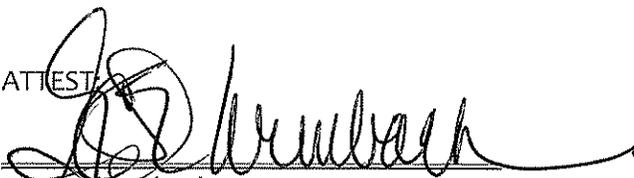
1. The Chairwoman and the Secretary of the Agency are authorized and directed to execute a Redevelopment Agreement with Redeveloper and Owner in substantially the form attached hereto.
2. The Executive Director, Staff and Consultants of the Agency are hereby authorized and directed to take all actions as shall be deemed necessary or desirable to implement this Resolution.
3. This Resolution shall be effective immediately upon execution, so long as Redeveloper has made full payment of all Agency Costs, as defined in the form of Agreement attached hereto, to the Agency.

CERTIFICATION

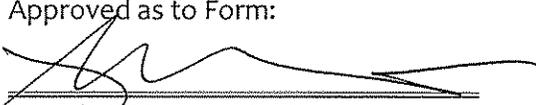
I hereby certify that the foregoing Resolution was adopted by the Perth Amboy Redevelopment Agency at a Regular Meeting held on August 7, 2013.

PERTH AMBOY REDEVELOPMENT AGENCY

By: 
Wilda Diaz, Chairwoman

ATTEST: 
Greg Fenrenbach
Title: Acting Executive Director of the Agency

Approved as to Form:


Joseph J. Maraziti, Jr., Esq.
Title: Counsel to the Agency

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONDITIONAL
DESIGNATION AND INTERIM COST AGREEMENT WITH THE HOUSING
AUTHORITY OF THE CITY OF PERTH AMBOY INCLUDING PROVISIONS FOR AN
ESCROW DEPOSIT TO DEFRAY THE COSTS OF THE PERTH AMBOY
REDEVELOPMENT AGENCY IN THE NEGOTIATION OF A REDEVELOPMENT
AGREEMENT**

WHEREAS, in order to stimulate redevelopment, the Perth Amboy Redevelopment Agency (the "PARA") by resolution designated certain properties in the City of Perth Amboy ("City") as areas in need of redevelopment ("Redevelopment Area") in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented; and

WHEREAS, on May 5, 1997, the City by ordinance adopted the Focus 2000 Redevelopment Plan, which has been amended from time to time, and which sets forth the plan for the Redevelopment Area; and

WHEREAS, the properties designated as Block 399.04, Lot 1 on the Tax Map of the City and commonly known as Convery Boulevard, City of Perth Amboy ("Project Site") are included in the Redevelopment Area; and

WHEREAS, the Housing Authority of the City of Perth Amboy (the "Housing Authority") is an applicant for the development of the Project Site, which is located in the Redevelopment Area; and

WHEREAS, the Housing Authority seeks to be designated as the Redeveloper of the Project Site and submitted proposal for the redevelopment of the Project Site, which seeks to replace the existing structure on the Project Site with a mixed use residential – commercial retail development, as more fully set forth in Schedule A of the Conditional Designation and Interim Cost Agreement attached hereto ("Proposal"); and

WHEREAS, PARA requires that prospective redevelopers pay the reasonable costs incurred by the PARA in reviewing and evaluating the prospective redeveloper's proposal,

negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by PARA that a Redevelopment Agreement cannot be executed, as the case may be; and

WHEREAS, PARA has prepared a form of Conditional Designation and Interim Cost Agreement, whereby the Housing Authority would reimburse PARA for certain already incurred expenses and pay the reasonable costs incurred by PARA in reviewing and evaluating the Housing Authority's redevelopment proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by PARA that a Redevelopment Agreement cannot be executed, as the case may be.

NOW, THEREFORE, it is hereby resolved by the Perth Amboy Redevelopment Agency as follows:

1. The Chairwoman and the Secretary of PARA are hereby authorized to execute a Conditional Designation and Interim Cost Agreement between the Perth Amboy Redevelopment Agency and the Housing Authority, in the form attached hereto as Exhibit A or in a form substantially similar thereto.

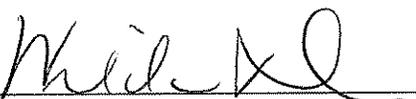
2. Staff and consultants to PARA are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

3. This Resolution shall be effective immediately.

CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Perth Amboy Redevelopment Agency at a Regular Meeting held on August 6, 2013.

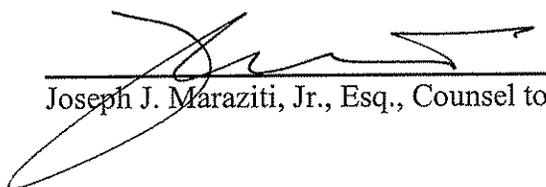
PERTH AMBOY REDEVELOPMENT AGENCY

BY: 
 Wilda Diaz, Chairwoman

ATTEST:


 Greg Fehrenbach, Executive Director

Approved as to Form:


 Joseph J. Maraziti, Jr., Esq., Counsel to PARA

	Move	2 nd	In favor	Opposed	Absent	Abstain
Comm. Bolanowski			✓			
Comm. Jacobs					✓	
Comm. Jasko			✓			
Comm. Gonzalez	✓		✓			
Comm. Haborak		✓	✓			
Chairwoman Diaz			✓			

EXHIBIT A
CONDITIONAL REDEVELOPER DESIGNATION
AND INTERIM COST AGREEMENT
BY AND BETWEEN
THE PERTH AMBOY REDEVELOPMENT AGENCY
AND
THE HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY

This Agreement dated as of _____, by and between the Perth Amboy Redevelopment Agency, ("PARA" or "Agency"), having offices at City of Perth Amboy City Hall, 260 High Street, Perth Amboy, New Jersey 08861, acting pursuant to the provisions of the Local Redevelopment and the Housing Authority of the City of Perth Amboy, with offices located at 881 Amboy Avenue, P.O. Box 390, Perth Amboy, New Jersey 08862 ("Housing Authority").

WITNESSETH

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1*, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, PARA has been designated by the City of Perth Amboy as the redevelopment entity to implement the City's redevelopment plans; and

WHEREAS, PARA desires that a portion of the land located in the Redevelopment Area, also known as Block 399.04, Lot 1 on the Tax Map of the City of Perth Amboy, located at Convery Boulevard (hereinafter "Project Site") be redeveloped in accordance with the Focus 2000 Redevelopment Plan, as amended, (the "Redevelopment Plan"); and

WHEREAS, Housing Authority seeks to be designated as the Redeveloper of the Project Site and seeks to redevelop the Project Site as a mixed use residential – commercial retail development, as more specifically set forth in the Site Plan for Redeveloper, marked Schedule A, attached hereto and incorporate herein by reference (“Proposal”); and

WHEREAS, PARA and Housing Authority desire to negotiate a Redevelopment Agreement to redevelop the Project Site, generally along the lines of the Proposal and in accordance with the provisions of the Redevelopment Plan which proposes the construction of:

- (A) COMMERCIAL (5.1 Acres)
 - NORTH – 24,500 S.F.
 - SOUTH – 22,750 S.F.
 - 25' x 70' BAYS @ 1,750 S.F.
- (B) PARKING (1 PER 300 S.F.)
 - NORTH – 87 SPACES
 - SOUTH – 76 SPACES
- (C) AFFORDABLE/TAX CREDIT APTS. (3.63 ACRES)
 - 70 GARDEN APARTMENTS
 - 3-STORY BUILDINGS
 - 875 S.F. UNIT ON AVERAGE
 - COMMUNITY AND LEASING OFFICE SPACE SHALL ALSO BE LOCATED IN ONE OF THREE THE BUILDINGS
- (D) PARKING (1.5 PER UNIT)
 - 109 SPACES
- (E) AFFORDABLE SENIOR APTS. (1.3 ACRES)
 - 60 1 BEDROOM UNITS
 - 4-STORY BUILDING
- (F) PARKING (.75 PER UNIT)
 - 37 OFF-STREET SPACES
 - 10 ON-STREET SPACES
- (G) MARKET RATE LOFTS APTS. (2 ACRES)
 - 22 UNIT LOFTS & FLATS
 - 3-STORY BUILDING
 - 6 GROUND FLOOR FLATS @1,500 S.F. EACH;
 - 2 GROUND FLOOR FLATS @ 800 S.F. EACH;
 - 14 LOFT APARTMENTS ABOVE FLATS @1,086 S.F.
- (H) PARKING (2 PER UNIT)
 - 42 OFF-STREET SPACES
 - 9 ON-STREET SPACES
- (J) MARKET RATE TOWNHOUSES (3.8 ACRES)
 - 28 TOWNHOUSES W/1-CAR GARAGE

2-STORY BUILDINGS
(FEE SIMPLE OWNERSHIP &/OR RENTAL)
1,549 S.F. LIVING SPACE
PARKING: 2-SPACE DRIVEWAY PER UNIT
OFF-STREET FROM ALLEY
24 ON-STREET PARKING SPACES ("PROJECT"); and

WHEREAS, PARA shall during the Interim Period (defined below) negotiate exclusively with Redeveloper with regard to the Proposal for the redevelopment of the Project Site; and

WHEREAS, PARA requires that Housing Authority pay the reasonable costs previously incurred by the City of Perth Amboy and costs incurred by PARA associated with the issues presented by designation of Redeveloper as the Conditional Redeveloper such as the review and evaluation of the Proposal, and the drafting and negotiation of a Redevelopment Agreement, and all other costs and expenses incurred by PARA related to this matter, which have been incurred since April 1, 2013 and which will be incurred prior to the execution of a Redevelopment Agreement (should such an Agreement be executed), or the determination by PARA that such an Agreement cannot be executed (should that result occur); and

WHEREAS, the parties shall in good faith undertake the negotiation of a Redevelopment Agreement upon the execution of this document and the deposit of the Project Funds, described below.

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

1. Conditional Designation. Upon the complete execution of this Agreement, and the deposit of the Project Funds, the Housing Authority shall be the conditional designated redeveloper for the Project Site, on the express and absolute condition that the parties

shall successfully negotiate and execute a Redevelopment Agreement within the time frame set forth herein. The parties acknowledge that the redevelopment of the Project Site will be pursuant to the terms of the Redevelopment Agreement. In the event that the parties are unable to reach agreement on the terms of a Redevelopment Agreement, this Conditional Designation Agreement shall be terminated and the designation in this paragraph shall immediately end.

2. The "Interim Period." The Interim Period shall be the 180-day period that commences on the date of this Agreement and the deposit of the Project Funds, whichever shall later occur, during which PARA agrees to negotiate exclusively with Redeveloper toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between PARA and Redeveloper. Such 180-day period may be extended by PARA in its sole discretion. At the conclusion of the Interim Period, or any time during an extension of such Period, either party may, at its sole discretion, cease negotiations and cancel this Conditional Designation Agreement. In the event that this Agreement is cancelled, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3(B) hereof.

3. Payment of Interim Costs.

A. "Interim Costs" shall include, but not be limited to, all expenses and costs incurred by PARA in connection with the review of the redevelopment Proposal of Housing Authority, the review of additional information provided by the Housing Authority, and the preparation and negotiation of the Redevelopment Agreement and all staff time and fees and costs of any professional consultant, contractor or vendor retained by PARA in connection with same.

B. Redeveloper shall pay all reasonable Interim Costs incurred by PARA related to this matter, which have been incurred since January 1, 2013 and which will be incurred prior to the execution of a Redevelopment Agreement (should such an Agreement be executed), or the determination by PARA that such an Agreement cannot be executed. Housing Authority shall pay all Interim Costs incurred during the Interim Period, even if the Redevelopment Agreement is not executed for any reason. Redeveloper agrees that in the event the parties continue negotiations following the expiration of the 180-day Interim Period, all costs incurred by PARA related to such additional negotiations shall be included in the definition of Interim Costs and shall be paid by Redeveloper in the same manner as Interim Costs.

C. Redeveloper shall deposit the sum of Eighteen Thousand Dollars (\$18,000.00) ("Project Funds") to PARA to be maintained in a separate account by PARA and to be drawn down by PARA as follows: \$8,000.00 of such sum shall be paid to PARA to reimburse it for certain costs previously incurred by it to the project, and the balance to pay Interim Costs. PARA shall provide Redeveloper with invoice(s) setting forth the costs incurred by PARA which have been drawn down. Within fifteen (15) days of the receipt by Redeveloper of written notice from PARA that the amount of Project Funds has decreased to Five Thousand Dollars (\$5,000.00), Housing Authority shall replenish the Project Funds to the amount of \$10,000.00. If the costs incurred by PARA exceed the amount of the Project Funds, Redeveloper agrees to pay such costs upon fifteen (15) days written notice from PARA stating that such costs are due.

D. In the Event that a Redevelopment Agreement is not executed and this Conditional Designation Agreement is terminated, PARA shall draw down the Project Funds to pay all invoices for Interim Costs incurred up to the date of termination. Within thirty (30) days from the date of termination, PARA shall return all remaining Project Funds to Redeveloper. In

the event that a Redevelopment Agreement is executed, the Project Funds shall remain with PARA to cover any additional Interim Costs incurred by PARA and to cover costs incurred by PARA pursuant to the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

4. Scope. The parties have had preliminary discussions regarding the scope of the Project to be covered by the Redevelopment Agreement which seeks to replace the existing structure on the Project Site with a mixed use residential – commercial retail development, as more specifically set forth in the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

**THE HOUSING AUTHORITY OF
THE CITY OF PERTH AMBOY**

Attest:

By:

Douglas G. Dzema, Executive Director

**PERTH AMBOY REDEVELOPMENT
AGENCY**

Attest:

By:

Wilda Diaz, Chairwoman,
Perth Amboy Redevelopment Agency

STATE OF NEW JERSEY)
) ss:
COUNTY OF MIDDLESEX)

I CERTIFY that on _____, 2013,

_____ personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the Executive Director of the Housing Authority of the City of Perth Amboy, which is named in this document; and signed and delivered this document as his/her act and deed on behalf of the Housing Authority of the City of Perth Amboy.

, Secretary

Signed and sworn to before me
on _____, 2013.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF MIDDLESEX)

I CERTIFY that on _____, 2013, , personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary the Perth Amboy Redevelopment Agency ("PARA"), named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper PARA official who is Wilda Diaz, Chairwoman;
- (c) this document was signed and delivered by PARA as its voluntary act duly authorized by a proper resolution of PARA; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on _____, 2013.

Notary Public

RESOLUTION OF THE PERTH AMBOY REDEVELOPMENT AGENCY (PARA) DECLARING THE PARCEL OF LAND LOCATED AT 1027 STATE STREET (BLOCK 459 , LOTS 25-26, 51-54, 78-79)IN THE CITY OF PERTH AMBOY AS SURPLUS PROPERTY AND AUTHORIZING THE SAME FOR SALE

WHEREAS, the PARA owns the property located at 1027 State Street consisting of Block 459, Lots: 25-26, 51-54, & 78-79; and

WHEREAS, the property is obsolete, has remained vacant over time and is in need of redevelopment; and

WHEREAS, in accordance with N.J.S.A. 40A: 12 -1 et seq, PARA declares the property located at 1027 State Street to be surplus property and directs the City Administrator to dispose of the surplus property in accordance with City administrative procedures; and

WHEREAS, the PARA directs the City Administrator to delete this surplus property from the inventory of the PARA once disposed of; and

WHEREAS, the PARA finds that this Resolution will promote the health, safety and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Perth Amboy Redevelopment Agency as follows:

1. The property described herein is to be declared surplus for redevelopment use and hereby authorizes the property to be offered for sale at a minimum bid price of \$60,000.
2. The said premise be sold in a public bid under applicable laws.
3. The cost of recording transfer shall be borne by the purchaser.
4. This Resolution shall be effective immediately.

CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Perth Amboy Redevelopment Agency at the Regular Meeting held on August 6, 2013

PERTH AMBOY REDEVELOPMENT AGENCY


Wilda Diaz, Chairwoman

ATTEST:


G.C. Fehrenbach, Interim Executive Director

Approved as to Form:


Joseph Maraziti, Esq., Counsel to PARA

	Move	2 nd	In favor	Opposed	Absent	Abstain
Comm. Bolanowski	✓		✓			
Comm. Jacobs					✓	
Comm. Jasko			✓			
Comm. Gonzalez		✓	✓			
Comm. Haborak			✓			
Chairwoman Diaz			✓			

**RESOLUTION OF THE PERTH AMBOY REDEVELOPMENT AGENCY APPOINTING
GREGORY C. FEHRENBACH, CITY ADMINISTRATOR AS ACTING EXECUTIVE DIRECTOR
ON AN INTERIM BASIS, UNTIL A SUCCESSOR IS APPOINTED, WITH NO COMPENSATION**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., , the City of Perth Amboy has by ordinance created the Perth Amboy Redevelopment Agency; and

WHEREAS, the position of Executive Director is currently vacant due to the resignation of the Agency's previous Executive Director; and

WHEREAS, the Agency is currently seeking qualified applicants to fill the position of Executive Director; and

WHEREAS, in order to proceed with the business of the Agency and support the redevelopment of the City of Perth Amboy, the Agency must have a acting executive director to fulfill certain functions of the Agency; and

WHEREAS, the Board has determined to appoint Gregory C. Fehrenbach to the position of Acting Executive Director through the earlier of December 31, 2013 or the date on which a new Executive Director is filled.

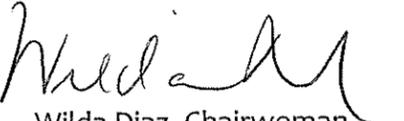
NOW THEREFORE, BE IT RESOLVED by the Perth Amboy Redevelopment Agency on this 6th day of August 2013 as follows:

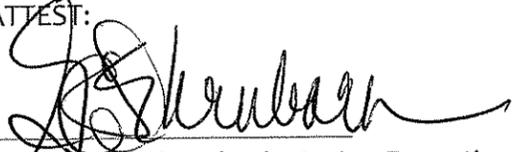
1. Gregory C. Fehrenbach is hereby appointed as the Perth Amboy Redevelopment ~~Agency~~ ^{ACTING EXECUTIVE DIRECTOR} Secretary for the period August 6, 2013 through December 31, 2013 or until an Executive Director is hired, whichever date is earlier.

CERTIFICATION

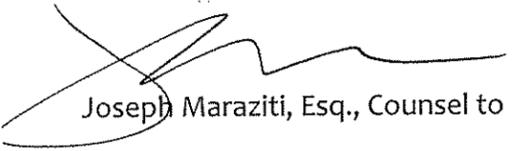
I hereby certify that the foregoing Resolution was adopted by the Perth Amboy
Redevelopment Agency at the Regular Board Meeting held on August 6, 2013.

PERTH AMBOY REDEVELOPMENT AGENCY

BY: 
Wilda Diaz, Chairwoman

ATTEST:

Gregory C. Fehrenbach, Acting Executive Director

Approved as to Form:


Joseph Maraziti, Esq., Counsel to PARA

	Move	2 nd	In favor	Opposed	Absent	Abstain
Comm. Bolanowski			✓			
Comm. Jacobs					✓	
Comm. Jasko	✓		✓			
Comm. Gonzalez			✓			
Comm. Haborak		✓	✓			
Chairwoman Diaz			✓			

RESOLUTION AUTHORIZING CLOSED SESSION PURSUANT TO THE OPEN PUBLIC MEETINGS ACT TO DISCUSS ATTORNEY CLIENT PRIVILEGE

NOW THEREFORE, BE IT RESOLVED by the Perth Amboy Redevelopment Agency as follows:

1. The Perth Amboy Redevelopment Agency shall adjourn to executive session in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b) (7), in order to discuss attorney client privilege.
2. The matters under discussion for the purpose of attorney client privileges will be disclosed at such time that the contract negotiations have resolved.
3. The Perth Amboy Redevelopment Agency shall convene following the executive session to consider other matters on its rescheduled regular meeting agenda.
4. This Resolution shall take effect immediately.

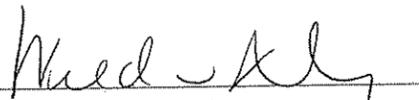
CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the Perth Amboy Redevelopment Agency at the rescheduled Regular Meeting held on August 6, 2013.

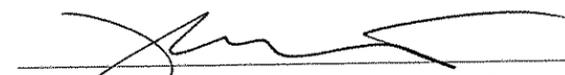
Perth Amboy Redevelopment Agency

ATTEST:


 Gregory C. Fehrenbach, Acting Executive Director

By: 
 Wilda Diaz, Chairwoman

Approved as to Form:


 Joseph Maraziti, Esq., Counsel to PARA

	Move	2 nd	In favor	Opposed	Absent	Abstain
Comm. Bolanowski	✓		✓			
Comm. Gonzalez		✓	✓			
Comm. Haborak			✓			
Comm. Jacobs					✓	
Comm. Jasko			✓			
Chairwoman Diaz			✓			