RESOLUTION OF THE PERTH AMBOY REDEVELOPMENT AGENCY AUTHORIZING THE SALE/PURCHASE OF 1027 STATE STREET Block 459 Lot 25-26,51-54 & 78-79 to SMACEY ASSOCIATES

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., authorizes the sale of any real property not needed for public use, other than municipal lands otherwise dedicated or restricted pursuant to law; and

WHEREAS, the Perth Amboy Redevelopment Agency ("PARA") owns property at 1027 State Street commonly known as Block 459, Lots 25-26,51-54 & 78-79, which is no longer needed for public use; and

WHEREAS, on August 14, 2013 and September 12, 2013 the agency advertized 1027 State Street for sale for a minimum BID of $60,000 in an " as is" condition; and

WHEREAS, on September 24, 2013 a single BID was received from Smacey Associates, 1037 State Street, Perth Amboy, NJ 08861 in the amount of $61,000; and

WHEREAS, the buyer shall conduct all due diligence and shall prepare all documentation to effect the sale/purchase of the property, which shall occur on or before 23 December 2013; and

WHEREAS, the Bid dated September 12, 2013 contains the following condition of sale upon which the bid has been accepted: *"The property is sold "as is," the City does not make any claims or promises about the condition of or the value of any of the property included in this sale. The City retains no responsibility for the environmental conditions of the site and whatever might be included in the site investigation report completed by Excel Environmental"*; and

WHEREAS, on July 5, 1999, the Perth Amboy Redevelopment Agency ("PARA"), was created by the City in accordance with the Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., to implement redevelopment projects and is a body corporate and politic; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF PERTH AMBOY:

1. That the proper agency officials are authorized to execute all documents necessary to convey property at 1027 State Street commonly known as Block 459, Lots 25-26,51-54 & 78-79 to Smacey Associates on an "as is" condition in an amount of $61,000.

2. That this Resolution shall take effect immediately upon its passage, publication and approval according to law.

R10:13:156

Perth Amboy Redevelopment Agency
ATTEST:

By: _____
Wilda Diaz, Chairwoman

_____
Gregory C. Fehrenbach, Acting Executive Director

Approved as to Form:

_____
Joseph Maraziti, Esq., Counsel to PARA

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

RESOLUTION AUTHORIZING THE EXECUTION OF A CONDITIONAL DESIGNATION AND INTERIM COST AGREEMENT WITH GERDAU AMERISTEEL PERTH AMBOY, INC. 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 13, Lots 1 and 1.01; Block 14, Lot 1; and Block 40, Lot 1on the Tax Map of the City and commonly known as 225 Elm Street, City of Perth Amboy ("Project Site") are included in the Redevelopment Area; and

WHEREAS, Gerdau Ameristeel Perth Amboy, Inc. ("Ameristeel" or "Redeveloper") is an applicant for the development of the Project Site, which is located in the Redevelopment Area; and

WHEREAS, Ameristeel seeks to be designated as the Redeveloper of the Project Site and submitted proposal for the redevelopment of the Project Site, which seeks to redevelop a 60' x 150' metal building, 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 Ameristeel would reimburse PARA for certain already incurred expenses and pay the reasonable costs incurred by PARA in reviewing and evaluating Ameristeel'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 Ameristeel, 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. Ameristeel shall be designated as Conditional Designated Redeveloper for the Project Site, subject to execution of the Conditional Designation and Interim Cost Agreement and deposit of the funds required by said Agreement.

4. 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 October 8, 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

EXHIBIT A

CONDITIONAL REDEVELOPER DESIGNATION

AND INTERIM COST AGREEMENT

BY AND BETWEEN

THE PERTH AMBOY REDEVELOPMENT AGENCY

AND

GERDAU AMERISTEEL PERTH AMBOY, INC.

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 Gerdau Ameristeel New Jersey, Inc., with offices located at 225 Elm Street, Perth Amboy, New Jersey 08862 ("Ameristeel or Redeveloper").

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 13, Lot 1; and 1.01; Block 14, Lot 1; Block 40, Lot 1 on the Tax Map of the City of Perth Amboy, located at 225 Elm Street (hereinafter "Project Site") be redeveloped in accordance with the Focus 2000 Redevelopment Plan, as amended, (the "Redevelopment Plan"); and

WHEREAS, Ameristeel seeks to be designated as the Redeveloper of the Project Site and seeks to redevelop the Project Site as a 60' x 150' metal building to fabricate (bend) rebar, which will be used on the new Tappan Zee Bridge project, 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 Ameristeel desires 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 60' x 150' building.

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 Ameristeel 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 August 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, Ameristeel 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 120 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 120 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 Ameristeel, the review of additional information provided by Ameristeel, 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 August 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. Ameristeel 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 Ten Thousand Dollars ($10,000.00) ("Project Funds") to PARA to be maintained in a separate account by PARA and to be drawn down by 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 Two Thousand five hundred Dollars ($2,500.00), Redeveloper 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 redevelop the Project Site as a 60' x 150' metal building to fabricate (bend) rebar, which will be used on the new Tappan Zee Bridge project, as more specifically set forth in the Site Plan for Redeveloper. The negotiations shall consider issues concerning traffic patterns, affordable housing, the permanent/temporary nature of the proposed new building and such other issues as may be identified during the negotiation process.

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

GERDAU AMERISTEEL PERTH AMBOY, INC.

Attest:

_____ By: _____

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 _____ of Ameristeel, which is named in this document; and signed and delivered this document as his/her act and deed on behalf of Ameristeel.

_____
, 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.

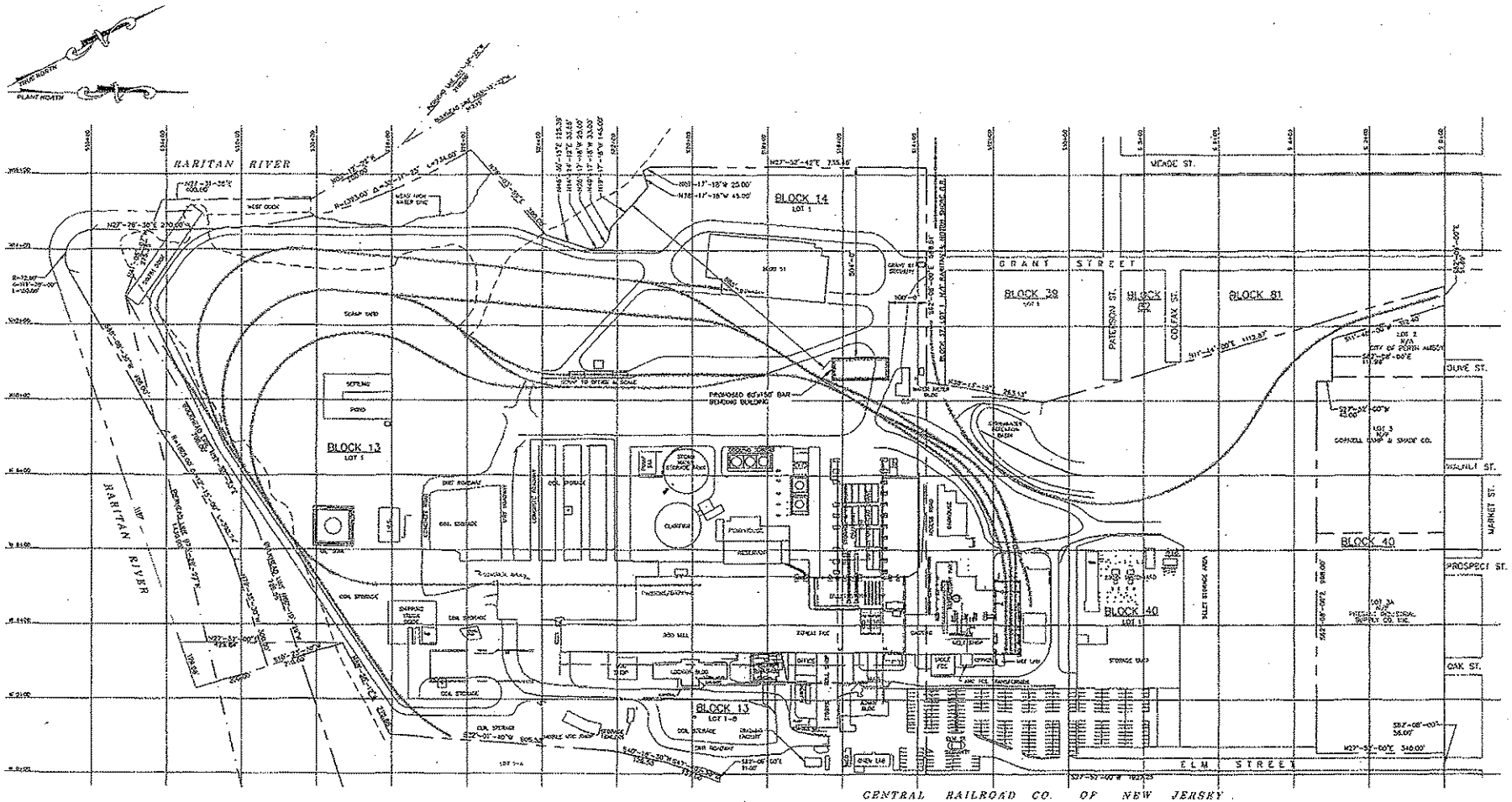
_____
_____,

Signed and sworn to before me

on _____, 2013.

_____
Notary Public

SCHEDULE A



SITE PLAN

GRAPHIC SCALE 1"=100'

NO.	DATE	DR.	REVISION	NO.	DATE	DR.	REVISION	DWG. NO.	TITLE
1	5/16/13	CH	ISSUED FOR PERMITS						

REFERENCES

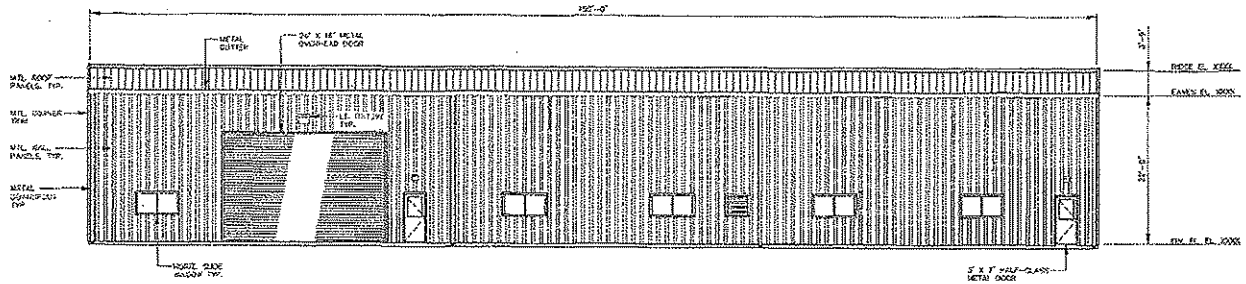
DDMS
CONSULTING ENGINEERS
PROJECT NO. 6408

ROBERT P. PERLA
PROFESSIONAL ENGINEER
NJ LICENSE NO. 23311

GERDAU AMERISTEEL

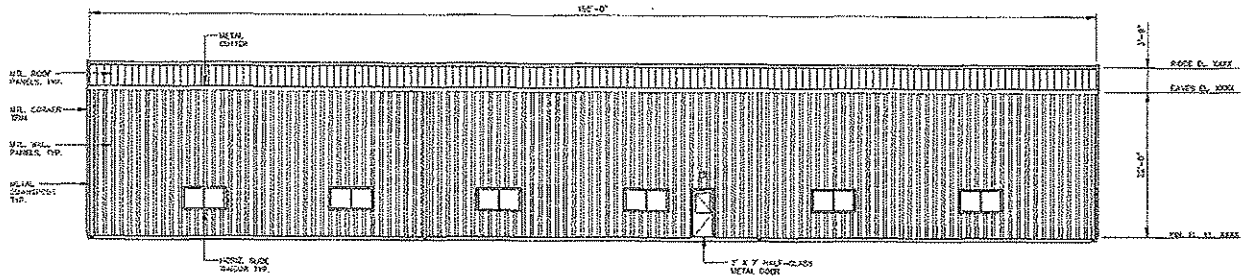
TITLE
GLN DOWNSTREAM
PER BENDING BUILDING
OVERALL SITE PLAN

DATE	PROJECT NO.	GERDAU AMERISTEEL NO.	REV.
9-22-15	6408	6408-C1	1



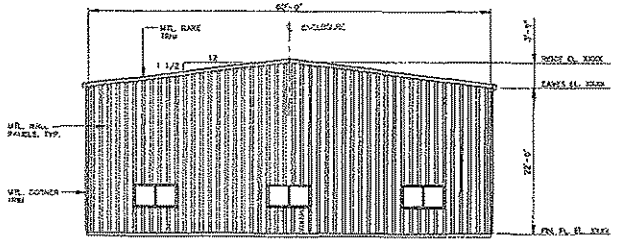
WEST ELEVATION

SCALE: 1/8"=1'-0"



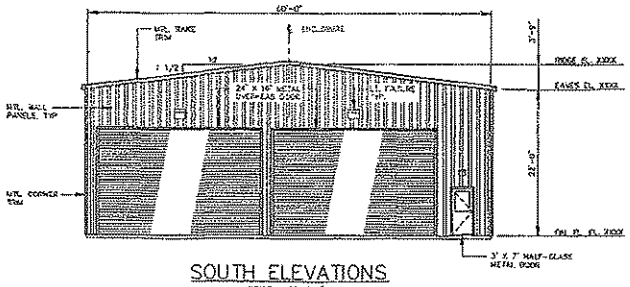
EAST ELEVATION

SCALE: 1/8"=1'-0"



NORTH ELEVATIONS

SCALE: 1/8"=1'-0"



SOUTH ELEVATIONS

SCALE: 1/8"=1'-0"

NO.	DATE	DR.	REVISION	NO.	DATE	DR.	REVISION	DWG. NO.	TITLE
1	9/25/13	CH	ISSUED FOR PERMITS						

REFERENCES

DEMS
CONSULTING ENGINEERS
PROJECT NO. 6408
ROBERT P. PUGA
PROFESSIONAL ENGINEER
NJ LICENSE NO. 21311

GERDAU AMERISTEEL

TITLE
GLN DOWNSTREAM
PER BENDING BUILDING
BUILDING ELEVATIONS

DESIGN	DRAWN	DATE	PROJECT NO.
		8-22-13	6408
CHECKED	APPROVED	SCALE	APPROVED FILE

GERDAU AMERISTEEL NO. 6408-A1

REV. 1

RESOLUTION AUTHORIZING CLOSED SESSION PURSUANT TO THE OPEN PUBLIC MEETINGS ACT TO DISCUSS ATTORNEY CLIENT PRIVILEGE AND CONTRACT NEGOCIATIONS for Delaney Homes

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 and contract negociations.

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 September 10, 2013.

Perth Amboy Redevelopment Agency

ATTEST:

By: _____
Wilda Diaz, Chairwoman

_____
Gregory C. Fehrenbach, Acting Executive Director

Approved as to Form:

_____
Joseph Maraziti, Esq., Counsel to PARA

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