



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 12/12/16 07:30 PM

**2016 RESOLUTION APPROVAL**

**RESOLUTION OF THE TOWNSHIP OF BLOOMFIELD, IN THE COUNTY OF ESSEX DESIGNATING A JOINT VENTURE CONSISTING OF KRE GROUP AND JMF PROPERTY GROUP AS THE CONDITIONAL REDEVELOPER OF A PORTION OF THE BLOOMFIELD CENTER REDEVELOPMENT AREA**

**WHEREAS**, by resolution duly adopted on December 18, 2000, the Township of Bloomfield (the "Township") designated a portion of the Township, consisting of the properties then identified as Block 220, Lot 40, Block 225, Lots 1 and 9, Block 227, Lots 1, 3, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 22, 24, 26, 30, 31, 32 and 35, Block 228, Lots 1, 4, 5, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 21, 24, 27, 28, 29, 30, 31, 33 and 35, and Block 243, Lots 1, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15, 17, 18 and 20 on the Township's tax map (collectively, the "Redevelopment Area"), as an area in need of redevelopment pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Redevelopment Law"); and

**WHEREAS**, by ordinance finally adopted on December 15, 2008, the Township approved and adopted a Redevelopment Plan for the redevelopment of the Redevelopment Area (the "Redevelopment Plan"); and

**WHEREAS**, KRE Group and JMF Property Group (collectively, "JMF") proposes to redevelop the portion of the Redevelopment Area known as Block 227, Lot 26 on the Township's tax map (the "Project Area"); and

**WHEREAS**, the Township of Bloomfield Parking Authority owns the Project Area; and

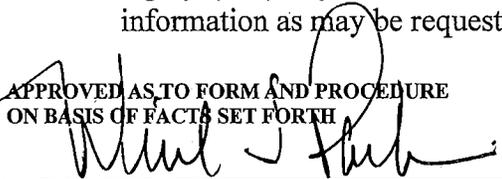
**WHEREAS**, the Township now desires to designate JMF as the conditional redeveloper of the Project Area, in furtherance of entering into a formal redevelopment agreement with JMF, with said preliminary negotiations to include the receipt and review of additional project specific information from JMF as may be requested.

**NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED** by the Mayor and Council of Township of Bloomfield, in the County of Essex and the State of New Jersey, as follows:

**Section 1.** JMF is hereby conditionally designated as the redeveloper of the Project Area and has, at the sole and exclusive discretion of the Township, the option to enter into preliminary negotiations for a redevelopment agreement with the Township in connection with the Project Area.

**Section 2.** The within designation is hereby made for a limited period of one hundred eighty (180) days, and is further contingent upon JMF providing any additional project related information as may be requested by the Township.

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
DIRECTOR OF LAW-TOWNSHIP ATTORNEY

**Section 3.** The within designation is further contingent upon JMF agreeing to reimburse the Township for any and all costs associated with the Township's review of said additional material and any efforts involved in designating JMF as the conditional redeveloper of the Project Area and negotiating a formal redevelopment agreement between the Township and JMF. Said costs shall include, but not be limited to, the cost of any and all professional consultants retained by the Township to review said materials and/or assist the Township in negotiations of a formal redevelopment agreement, including such costs incurred prior to the date of adoption of this resolution.

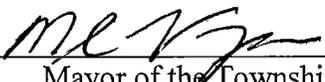
**Section 4.** The Mayor is hereby authorized to execute an Interim Costs Agreement by and between the Township and JMF, in substantially the same form as that on file with the Township Clerk, along with such additions, deletions or modifications as the Mayor may deem necessary, after consultation with counsel.

**Section 5.** This resolution shall take effect immediately.

\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on December 12, 2016.

  
 \_\_\_\_\_  
 Municipal Clerk of the Township of Bloomfield

  
 \_\_\_\_\_  
 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion No Vote		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**INTERIM COSTS AGREEMENT** (the "Interim Costs Agreement"), dated as of [\_\_\_\_], 2016, by and between:

**THE TOWNSHIP OF BLOOMFIELD**, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Bloomfield, New Jersey 07003 and its successors and assigns (the "Township"),

and

**KRE GROUP and JMF PROPERTY GROUP**, a joint venture with offices at c/o JMF Property Group, 80 S. Jefferson Road, Suite 202, Whippany, New Jersey 07981 and its successors and assigns ("JMF" or the "Redeveloper" and, together with the Township, the "Parties").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, by resolution duly adopted on December 18, 2000, the Township of Bloomfield (the "Township") designated a portion of the Township, consisting of the properties then identified as Block 220, Lot 40, Block 225, Lots 1 and 9, Block 227, Lots 1, 3, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 22, 24, 26, 30, 31, 32 and 35, Block 228, Lots 1, 4, 5, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 21, 24, 27, 28, 29, 30, 31, 33 and 35, and Block 243, Lots 1, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15, 17, 18 and 20 on the Township's tax map (collectively, the "Redevelopment Area"), as an area in need of redevelopment pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the "Redevelopment Law"); and

**WHEREAS**, by ordinance finally adopted on December 15, 2008, the Township approved and adopted a Redevelopment Plan for the redevelopment of the Redevelopment Area (the "Redevelopment Plan"); and

**WHEREAS**, KRE Group and JMF Property Group (collectively, "JMF") proposes to redevelop the portion of the Redevelopment Area known as Block 227, Lot 26 on the Township's tax map (the "Project Area"); and

**WHEREAS**, the Township of Bloomfield Parking Authority owns the Project Area; and

**WHEREAS**, JMF has expressed a desire to redevelop the Project Area and it has requested that the Township designate it as the redeveloper of the Project Area so that it may effectuate the redevelopment of such property; and

**WHEREAS**, on October 3, 2016, the Township Council adopted a resolution conditionally designating JMF as redeveloper of the Project Area, subject to the successful negotiation of a redevelopment agreement; and

**WHEREAS**, the Township wishes to engage in preliminary negotiations with the Redeveloper in furtherance of entering into a formal redevelopment agreement, with said

preliminary negotiations to include the receipt and review of additional project specific information from the Redeveloper as may be requested; and

**WHEREAS**, the Parties have determined to establish an escrow fund with the Township to provide for the payment of the Township's professional fees, costs and expenses related to the designation of the Redeveloper as the conditional redeveloper of the Project Area and to the negotiation and execution of a redevelopment agreement ("Interim Costs").

**NOW, THEREFORE**, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

1. Payment of Interim Costs.

a. Immediately upon the execution of this Interim Costs Agreement, the Redeveloper shall deposit fifty thousand dollars (\$50,000) with the Township, which the Township will deposit into a non-interest bearing escrow account established by it for the payment of its Interim Costs. The Township shall provide the Redeveloper with a copy of each invoice reflecting Interim Costs paid through the escrow account. If, when and as often as may occur that the escrow account is drawn down to or below ten thousand hundred dollars (\$10,000), then the Redeveloper, upon the Township's request, shall immediately provide to the Township for deposit such additional funds as are necessary to increase the balance in the escrow account to fifty thousand dollars (\$50,000) for use in accordance with these terms. In the event that this Interim Costs Agreement either expires or is cancelled by the Township, all escrowed monies shall be returned to the Redeveloper following the payment from the escrow account of the Township's Interim Costs incurred up to the time of said expiration or cancellation.

b. Interim Costs, for the purposes of this Interim Costs Agreement, shall also include the Township's reasonably incurred out-of-pocket fees, costs and expenses related to the designation of the Redeveloper as the conditional redeveloper of the Project Area, the negotiation of the terms and conditions of a redevelopment agreement, financial or tax agreement, if applicable, and other documents related to the redevelopment of the Redevelopment Area including, but not limited to, fees for legal, accounting, engineering, planning and financial advisory services, including all such fees, costs and expenses incurred prior to the execution of this Interim Costs Agreement.

2. Notice. Any notice provided to the Township hereunder shall be submitted in writing to:

Louise M. Palagano, Township Clerk  
Municipal Building  
1 Municipal Plaza  
Bloomfield, New Jersey 07003

with copy to:

Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068

Notices to the Redeveloper shall be submitted in writing to:

JMF Properties  
80 S. Jefferson Road, Suite 202  
Whippany, New Jersey 07981  
Attn: Joseph M. Forgione

with a copy to:

[ ]

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

ATTEST:

TOWNSHIP OF BLOOMFIELD

Andree Schneider

BY: Michael J. Venezia  
Michael J. Venezia, Mayor

ATTEST:

JFM PROPERTY GROUP

\_\_\_\_\_

BY: \_\_\_\_\_  
Joseph M. Forgione, Title

ATTEST:

KRE GROUP

\_\_\_\_\_

BY: \_\_\_\_\_  
Name, Title