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Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 01/17/12 07:00 PM

2012 RESOLUTION ACQUISITION

PURCHASE AUTHORIZATION

WHEREAS, the Township of Bloomfield and John DeSimone have negotiated a contract to purchase property known as Block 792, Lots 130, 131 and 132 in the Township of Bloomfield, County of Essex, State of New Jersey also know as Lot 130, 131 and 132, Block 792 on the Tax Maps of the Township of Bloomfield.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield hereby authorize the Mayor to sign and the Clerk to attest to the attached amended contract.

......*

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 January 17, 2012.

Bonita L. Luola
Acting Municipal Clerk of the Township of Bloomfield

Raymond Dunigan
Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 1359		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					

ATTACHMENTS:

- DeSimone 1st amend (PDF)

AS TO FORM AND PROCEEDING
ON BASIS OF FACTS SET FORTH

Brian J. Acorn
Township Attorney

FIRST AMENDMENT TO CONTRACT

First Amendment to the Contract dated November 11, 2010 and 2011 Resolution to Extend Contract (collectively known as the "Contract") between John DeSimone, P.O. Box 517, Madison, NJ 07940 ("Seller") and the Township of Bloomfield, 1 Municipal Plaza, Bloomfield, NJ 07003 ("Buyer"), for the sale of approximately 5.82 acres in Bloomfield Township known on the Township tax map as Block 792, Lots 130, 131, and 132 (the "Property") at a consideration of two-million, two-hundred thousand-dollars \$2,200,000;

WHEREAS, the Raritan Baykeeper, Inc., d/b/as NY/NJ Baykeeper ("Baykeeper") is a non-profit land conservation organization, whose address is 52 West Front St., Keyport, NJ 07735; and

WHEREAS, the Parties to said Contract hereby agree to add Baykeeper as a party purchaser thereto; and

WHEREAS, all of the terms and conditions of the Contract and 2011 Resolution to Extend Contract shall apply to this First Amendment; and

WHEREAS, the Baykeeper agrees to contribute three-hundred and fifty-thousand dollars (\$350,000) toward the purchase of the DeSimone property, as derived from two sources: (i) a two-hundred fifty-thousand dollar [\$250,000] grant pursuant to the New Jersey Green Acres Nonprofit Grant Program; and (ii) a one-hundred thousand dollar [\$100,000] grant through Baykeeper's Internal funds; and

WHEREAS, Bloomfield Township agrees to contribute one-million eight-hundred and fifty-thousand dollars [\$1,850,000] toward the purchase of the DeSimone property, as derived from two sources: (i) a one-million eight-hundred thousand dollar [\$1,800,000] grant pursuant to the New Jersey Green Acres Local Grant Program; and (ii) a fifty-thousand dollar [\$50,000] grant through the Township's Open Space Trust Fund; and

WHEREAS, upon closing Bloomfield Township shall receive a 84.09091% undivided interest, and Baykeeper shall receive a 15.90909% undivided interest, totaling 100% interest in fee; and

WHEREAS, it is the intent of the Baykeeper to immediately upon closing of the property to transfer, pursuant to a separate agreement, it's respective fee interest in the Property to Bloomfield Township by separate deed; and

WHEREAS, in consideration of the transfer of Baykeeper's undivided interest in the Property to the Township, the Township shall indemnify, defend and hold Baykeeper, and its respective officers, trustees, employees, representatives and agents ("Baykeeper Indemnitees"), harmless from any and all claims, liabilities, judgments, losses, damages, costs

or expenses, including reasonable attorney fees, expert witness fees, and litigation costs ("Liabilities"), except for intentional tort or criminal acts of Baykeeper Indemnitees, arising in any way from the contract with Seller, taking title to and/or the ownership of the Property.

NOW, THEREFORE It is agreed on this ____ day of _____ 2011 as follows:

1. That Bloomfield Township and the Baykeeper shall become purchasers of the Property pursuant to the Contract as Amended, subject to a separate agreement to be executed by Bloomfield Township and Baykeeper wherein Baykeeper shall immediately upon closing transfer it's interest in the property to Bloomfield Township for one dollar (\$1.00) in consideration which shall be deemed adequate consideration.
2. Paragraph 4 of the Contract is hereby amended to apply the closing contingency as to the availability and receipt of New Jersey Green Acres funding in the amounts above set forth above by the Township and Baykeeper, respectively, and the term of such contingency shall not expire.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first written above,

WITNESS:

Kathleen Militello
 Kathleen Militello

SELLER:

JOHN DESIMONE, *Inc*

John DeSimone
 John DeSimone, *Inc*

WITNESS:

BUYERS:

RARITAN BAYKEEPER, INC.

 Debra Mans, Executive Director

Attachment: DeSimone 1st amend (1359 : Land Acq)

BLOOMFIELD TOWNSHIP

Raymond McCarthy, Mayor

Attachment: DeSimone 1st amend (1359 : Land Acq)

PROJECT: DeSimone Property, Township of Bloomfield, County of Essex

AGREEMENT FOR TRANSFER OF INTEREST IN
UNIMPROVED REAL PROPERTY

Agreement made this day of , 2011, by and between

The Township of Bloomfield whose address is, 1 Municipal Plaza, Bloomfield, NJ 07003 (hereinafter "Township"), and Raritan Baykeeper, Inc. whose mailing address is 52 West Front St., Keyport, NJ 07735 (hereinafter "Baykeeper").

WHEREAS Township and Baykeeper have entered into an Agreement with John DeSimone (hereinafter "Agreement") for the purchase in fee of unimproved real property ("Fee Property") located in the Township of Bloomfield, and designated as Block 792, Lots 130, 131 and 132, Dated November 11, 2010, for the purchase price of \$2,200,000.00. A copy of the Contract and municipal authorizing Resolution are attached hereto as Schedule A, and

WHEREAS Township agreed to contribute One-million eight-hundred thousand dollars (\$1,800,000) from a grant from the New Jersey Department of Environmental Protection, Green Acres Program, and

WHEREAS Township agreed to contribute Fifty-thousand dollars (\$50,000) of its own funds from the Bloomfield Open Space Trust Fund, and

WHEREAS Baykeeper agreed to contribute Two-hundred and fifty-thousand (\$250,000) Dollars from a grant from the New Jersey Department of Environmental Protection, Green Acres Program, and

WHEREAS Baykeeper agreed to contribute One-hundred thousand dollars (\$100,000) of its own funds, separate and apart from any grants awarded by the New Jersey Department of Environmental Protection, Green Acres Program, and

WHEREAS Baykeeper agrees to immediately upon closing of the property to transfer, pursuant to this agreement, its fee interest in the Property to Bloomfield Township by separate deed and

NOW THEREFORE, It is agreed by and between Township and Baykeeper as follows:

- 1) That Upon payment of the \$2,200,000.00, the respective interests acquired by the Buyers in the Fee Property shall be as follows: The Township shall receive a 84.09091% interest and Baykeeper shall receive a 15.90909% interest, totaling 100% interest in fee.
- 2) That all understandings and agreements heretofore had between the parties are merged herein, and that this instrument is entered into after full investigation and review of the

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AGREEMENT, no party relying upon any statement or representation not embodied herein.

3) that upon payment of one dollar (\$1.00) in consideration which shall be deemed adequate consideration and the Township's agreement it will indemnify, defend and hold Baykeeper, and its respective officers, trustees, employees, representatives and agents, harmless from any and all claims, liabilities, judgments, losses, damages, costs or expenses, including reasonable attorney fees, expert witness fees, and litigation costs ("Liabilities"), except for intentional tort or criminal acts, Baykeeper shall immediately upon conveyance of title to the Fee Property by Seller to the Township and Baykeeper convey its respective interest in the Fee Property to the Township, which will thereafter be the owner in fee of 100% of the Fee Property.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

Witness as to Signature of

Township of Bloomfield

Witness as to Signature of

Raritan Baykeeper, Inc

Attachment: DeSimone 1st amend (1359 : Land Acq)

SCHEDULE A

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