

Exhibit “A”

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE**

AND

**WEST ORANGE SENIOR CITIZENS HOUSING ASSOCIATION URBAN RENEWAL ENTITY,
INC. FOR PAYMENT IN LIEU OF TAXES FOR THE JOHN P. RENNA HOUSE**

THIS AGREEMENT made this ____ day of _____, 2016 between West Orange Senior Citizens Housing Association Urban Renewal Entity, Inc., a nonprofit corporation of the State of New Jersey, organized pursuant to the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.), having its principal office at 10 Gaston Place, West Orange, New Jersey, hereinafter referred to as "Nonprofit Corporation", and the Township of West Orange, a Municipal Corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Municipality",

W I T N E S S E T H:

WHEREAS, the Municipality and the Nonprofit Corporation previously entered into an Agreement dated June 15, 1972 (the "1972 Agreement"), annexed hereto as Exhibit "A" prior to the erection of a housing project at 10 Gaston Place, now called the John P. Renna House (the "Renna House"); and

WHEREAS the 1972 Agreement was made pursuant to the Limited-Dividend Nonprofit Housing Corporation or Associations Law and provided that the Nonprofit Corporation would be exempt from taxation of the Renna House by the Municipality for a period of fifty (50) years; and

WHEREAS, the 1972 Agreement also provided that the Nonprofit Corporation would pay an annual service charge to the Municipality at a rate of fifteen per cent (15%) of the Renna House's annual gross shelter rent; and

WHEREAS, the 1972 Agreement was meant to allow the Nonprofit Corporation to operate and offer housing for low and moderate income families; and

WHEREAS, the Nonprofit Corporation desires to refinance its mortgage on the Renna House in order to make capital improvements to the property;

WHEREAS, the Nonprofit Corporation's lender/prospective lender requires an updated Agreement for Payment in Lieu of Taxes in order to refinance the Nonprofit Corporation's mortgage.

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 to N.J.S.A. 40A:20-20), it being expressly understood and agreed that the Municipality relies upon the facts, data and representations enumerated herein. In particular, the limits on profits and reserves set forth in N.J.S.A. 40A:20-15 shall apply to the Nonprofit Corporation.

2. The parties agree that they intend to reaffirm and reincorporate the covenants and promises set forth in the 1972 Agreement except when those provisions are in conflict with the enumerated provisions of this Agreement for which the enumerated provisions of this Agreement shall govern (for example, the duration of the tax exemption).

3. The Nonprofit Corporation will continue to offer apartments to residents of the Municipality. Occupancy will be open to low or moderate income families with income limits established by the Federal Housing Administration and, to the extent permitted by law, with priority in occupancy to those displaced by urban renewal or other governmental action in the Municipality.

4. The Renna House shall continue to be exempt from taxation in accordance with the provision of the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.) for a period of thirty (30) years from the Effective Date of this Agreement, unless earlier terminated pursuant to the terms of this Agreement.

5. The "Effective Date" of this Agreement shall be the date upon which the Municipality's governing body passes a resolution authorizing the execution of this Agreement. A copy of the authorizing resolution shall be annexed hereto as Exhibit "B."

6. In consideration of these promises and one dollar upon termination of the thirty (30) year period described in paragraph 4 above, or upon termination of the Corporation as a non-profit corporation whichever shall occur first, the Municipality shall have 180 days to exercise an option to purchase the premises which are the subject of this Agreement, for one dollar, subject to all encumbrances of record at the date of exercising said option.

7. In consideration of the aforesaid exemption from taxation, the Nonprofit Corporation shall make payment to the Municipality of an annual service charge for municipal services supplied to said project of fifteen per cent (15%) of the annual gross shelter rent which shall include the income from professional suites, laundry and parking areas obtained from the Renna House's operations. The aforesaid payment by the Nonprofit Corporation shall be made quarterly at such time as tax payments are due. It is further provided that at the end of the thirty (30) year period tax exemption granted hereunder, the tax exemption shall cease and the Renna House and any other associated property of the Nonprofit Corporation, as well as the land, shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the Nonprofit Corporation shall terminate and be at an end upon the Nonprofit Corporation rendering its final account with the Municipality.

8. During the period of tax exemption as above provided, the Nonprofit Corporation shall be operated as a non-profit corporation pursuant to the Certificate of Incorporation of the Corporation.

9. The tax exemption provided herein shall apply only so long as the Nonprofit Corporation and its project remain subject to the provisions of the aforesaid "Long Term Tax

Exemption Law" (N.J.S.A. 40A:20-1 et seq.), but in no event longer than thirty (30) years from the Effective Date of this Agreement.

10. Upon any termination of such tax exemption, whether by affirmative action of the Nonprofit Corporation or by virtue of the provisions of the "Long Term Tax Exemption Law", or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Nonprofit Corporation.

11. Within ninety (90) days after the close of each fiscal year that this Agreement shall continue in effect, the Nonprofit Corporation shall submit an auditor's report to the Mayor and Council of the Municipality.

12. The Nonprofit Corporation shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Nonprofit Corporation, and also permit examination and audit of its books, contracts, records, documents and papers, by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Nonprofit Corporation.

13. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Nonprofit Corporation it shall be addressed to:

John P. Renna House/WOSCHA
c/o President
10 Gaston Place
West Orange, NJ 07052

or to such other address as the Nonprofit Corporation may hereafter designate in writing.

(b) When sent by the Nonprofit Corporation to the Municipality it shall be addressed to:

Township Clerk of the Township of West Orange

66 Main Street
West Orange, NJ 07052

or to such other address as the Municipality may hereafter designate in writing.

14. The Nonprofit Corporation shall commence capital improvement on the Renna House within twelve (12) months of the date of this Agreement.

15. The term "annual gross shelter rent" as used in paragraph 6 above, **shall not** include any rent subsidy paid by any governmental agency.

16. This Agreement contains the entire agreement among the Nonprofit Corporation and the Municipality.

17. In the event of any dispute between the parties, matters in controversy shall be resolved by arbitration only if the costs of arbitration shall be less than \$10,000 total. The costs of such arbitration under this paragraph shall be borne equally by the parties. The arbitration shall occur pursuant to the commercial arbitration rules by the American Arbitration Association.

18. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will remain effective and will be enforced to the fullest extent permitted by applicable law.

19. This Agreement shall not be amended, altered, revised, modified, terminated, or changed except by a subsequent written agreement executed by all parties hereto, and then such amendment shall be effective only in the particular instance and for the purpose for which it is given.

20. This Agreement is solely for the benefit the Nonprofit Corporation and the Municipality. No provision of this Agreement shall in any way inure to the benefit of, or create any rights whatsoever in any third person or entity (including the public at large) unless expressly provided for herein.

Attest:

WEST ORANGE SENIOR CITIZENS
HOUSING ASSOCIATION URBAN
RENEWAL ENTITY, INC.

Kevin J. Dillon

By: Steven A. Condon

Attest:

THE TOWNSHIP OF WEST ORANGE

By: _____

Exhibit “A”

#367

6.20

THIS AGREEMENT made this 15th day of June 1972 between West Orange Senior Citizens Housing Association a non-profit corporation of the State of New Jersey, organized pursuant to the "Limited Dividend Nonprofit Housing Corporations or Associations Law"; (N.J.S.A. 55:16-1 et seq.), having its principal office at 60 Park Place, Newark, New Jersey, hereinafter referred to as "Nonprofit Corporation", and the Town of West Orange, a Municipal Corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Municipality",

W I T N E S S E T H:

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 to N.J.S.A. 55:16-22), it being expressly understood and agreed that the Municipality relies upon the facts, data and representations contained in the application submitted herewith.

2. The Municipality has granted and does hereby grant its approval for a housing project which is being constructed pursuant to the application submitted herewith and the "Limited-Dividend Nonprofit Housing Corporations or Associations Law"

(N.J.S.A. 55:16-1 et seq.) for the erection by the Nonprofit Corporation of a multiple-family dwelling more particularly described in the application for tax abatement, a copy of which is attached hereto and made a part hereof.

3. The Nonprofit Corporation represents that these apartments will be offered to residents of the Municipality. Occupancy will be open to low or moderate income families with income limits established by the Federal Housing Administration, and with priority in occupancy to those displaced by urban renewal or other governmental action in the Municipality.

4. The project to be constructed by the Nonprofit Corporation pursuant to this Agreement shall be exempt from taxation in accordance with the provisions of the "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 et seq.) for a period of not more than fifty (50) years from completion of the project to coincide with the Nonprofit Corporation's mortgage.

Handwritten initials: JFW, 8/17/74

* 5. In consideration of these promises and one dollar upon termination of the fifty (50) year period described in paragraph 4 above, or upon termination of The Corporation as a non-profit corporation, whichever shall occur first, the Municipality shall have 180 days to exercise an option to purchase the premises which are the subject of this Agreement, for one dollar ~~free and clear of all encumbrances~~. subject to all encumbrances of record at the date of exercising said option.

6. In consideration of the aforesaid exemption from taxation, the Nonprofit Corporation shall make payment to the Municipality of an annual service charge for municipal services supplied to said project of fifteen per cent (15%) of the annual gross shelter rent, including the income from professional suites, laundry and parking areas obtained from the project, whichever is the greater. The aforesaid payment by the Nonprofit Corporation shall be made quarterly at such time as tax payments are due. It is further provided that at the end of the fifty (50) year period of tax exemption granted hereunder, the tax exemption shall cease and the improvements and any other property of the Nonprofit Corporation, as well as the land, shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the Nonprofit Corporation shall terminate and be at an end upon the Nonprofit Corporation rendering its final account with the Municipality.

7. The Nonprofit Corporation shall pay all real property taxes on the land described in the application submitted herewith as the same may be assessed on such property for the year in which the undertaking of said project is commenced until the final completion of the project and the issuance of a Certificate of Occupancy. Taxes to be paid during the undertaking of said project shall be computed on the basis of the rate prevailing for the community during the year of construction.

The tax so computed shall form a part of the minimum service charge to be paid in accordance with paragraph 6 above. Upon the issuance of a Certificate of Occupancy, the Nonprofit Corporation shall make payment of an annual service charge to the Municipality as set forth in paragraph 6 above.

8. During the period of tax exemption as above provided, the Corporation shall be operated as a non-profit corporation pursuant to the Certificate of Incorporation of the Corporation.

9. The tax exemption provided herein shall apply only so long as the Nonprofit Corporation and its project remain subject to the provisions of the aforesaid "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 et seq.), but in no event longer than fifty (50) years from the receipt of the certifications of the approval of the plans and project by the Public Housing and Development Authority of the Department of Community Affairs of the State of New Jersey.

Upon any termination of such tax exemption, whether by affirmative action of the Nonprofit Corporation or by virtue of the provisions of the "Limited-Dividend Nonprofit Housing Corporations or Associations Law", or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Nonprofit Corporation.

10. Within ninety (90) days after the close of each fiscal year that this Agreement shall continue in effect, the Nonprofit Corporation shall submit an auditor's report to the Mayor and Council of the Municipality.

11. The Nonprofit Corporation shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Nonprofit Corporation, and also permit examination and audit of its books, contracts, records, documents and papers, by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Nonprofit Corporation.

12. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Nonprofit Corporation it shall be addressed to: 60 Park Place, Newark, New Jersey c/o Brach, Eichler, Rosenberg & Silver or to such other address as the Nonprofit Corporation may hereafter designate in writing

(b) When sent by the Nonprofit Corporation to the Municipality it shall be addressed to: Town Clerk of The Town of West Orange, West Orange Town Hall or to such other address as the Municipality may hereafter designate in writing.

13. The Nonprofit Corporation shall commence construction of the above described structure within twelve (12) months of the date of this Agreement.

14. The term "annual gross shelter rent" as used in paragraph 6 above, shall not include any rent subsidy paid by any governmental agency.

15. The Municipality hereby agrees that the Corporation shall have the right to assign this contract to a wholly owned limited dividend corporation formed under the "Limited-Dividend Nonprofit Housing Corporations or Associations Law" (N.J.S.A. 55:16-1 to N.J.S.A. 55:16-22), which will be the mortgagor corporation.

Attest:

Laura V. [Signature]

WEST ORANGE SENIOR CITIZENS
HOUSING ASSOCIATION

BY: *[Signature]*

Attest:

Theresa [Signature]

THE TOWN OF WEST ORANGE

BY: *[Signature]*

Exhibit “B”

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE
AND**

**WEST ORANGE SENIOR CITIZENS HOUSING ASSOCIATION, INC. URBAN RENEWAL
ENTITY, INC.**

FOR PAYMENT IN LIEU OF TAXES FOR THE JOHN P. RENNA HOUSE

THIS AGREEMENT made this ____ day of _____, 2016 between West Orange Senior Citizens Housing Association Urban Renewal Entity, Inc., a nonprofit corporation of the State of New Jersey, organized pursuant to the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.), having its principal office at 10 Gaston Place, West Orange, New Jersey, hereinafter referred to as "Nonprofit Corporation", and the Township of West Orange, a Municipal Corporation of the State of New Jersey, having its principal office at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the "Municipality",

W I T N E S S E T H:

WHEREAS, the Municipality and the Nonprofit Corporation previously entered into an Agreement dated June 15, 1972 (the "1972 Agreement"), annexed hereto as Exhibit "A" prior to the erection of a housing project at 10 Gaston Place, now called the John P. Renna House (the "Renna House"); and

WHEREAS the 1972 Agreement was made pursuant to the Limited-Dividend Nonprofit Housing Corporation or Associations Law and provided that the Nonprofit Corporation would be exempt from taxation of the Renna House by the Municipality for a period of fifty (50) years; and

WHEREAS, the 1972 Agreement also provided that the Nonprofit Corporation would pay an annual service charge to the Municipality at a rate of fifteen per cent (15%) of the Renna House's annual gross shelter rent; and

WHEREAS, the 1972 Agreement was meant to allow the Nonprofit Corporation to operate and offer housing for low and moderate income families; and

WHEREAS, the Nonprofit Corporation desires to refinance its mortgage on the Renna House in order to make capital improvements to the property;

WHEREAS, the Nonprofit Corporation's lender/prospective lender requires an updated Agreement for Payment in Lieu of Taxes in order to refinance the Nonprofit Corporation's mortgage.

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement shall be governed by the provisions of the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 to N.J.S.A. 40A:20-20), it being expressly understood and agreed that the Municipality relies upon the facts, data and representations enumerated herein. In particular, the limits on profits and reserves set forth in N.J.S.A. 40A:20-15 shall apply to the Nonprofit Corporation.

2. The parties agree that they intend to reaffirm and reincorporate the covenants and promises set forth in the 1972 Agreement except when those provisions are in conflict with the enumerated provisions of this Agreement for which the enumerated provisions of this Agreement shall govern (for example, the duration of the tax exemption).

~~23.~~ The Nonprofit Corporation will continue to offer apartments to residents of the Municipality. Occupancy will be open to low or moderate income families with income limits established by the Federal Housing Administration and to the extent permitted by law, with priority in occupancy to those displaced by urban renewal or other governmental action in the Municipality.

~~34.~~ The Renna House shall continue to be exempt from taxation in accordance with the provision of the "Long Term Tax Exemption Law" (N.J.S.A. 40A:20-1 et seq.) for a period of ~~not more than thirty~~ (30) years from the Effective Date of this Agreement, unless earlier terminated pursuant to the terms of this Agreement.

45. The "Effective Date" of this Agreement shall be the date upon which the Municipality's governing body passes a resolution authorizing the execution of this Agreement. A copy of the authorizing resolution shall be annexed hereto as Exhibit "B."

56. In consideration of these promises and one dollar upon termination of the thirty (30) year period described in paragraph 34 above, or upon termination of the Corporation as a non-profit corporation whichever shall occur first, the Municipality shall have 180 days to exercise an option to purchase the premises which are the subject of this Agreement, for one dollar, subject to all encumbrances of record at the date of exercising said option.

67. In consideration of the aforesaid exemption from taxation, the Nonprofit Corporation shall make payment to the Municipality of an annual service charge for municipal services supplied to said project of fifteen per cent (15%) of the annual gross shelter rent which shall include the income from professional suites, laundry and parking areas obtained from the Renna House's operations. The aforesaid payment by the Nonprofit Corporation shall be made quarterly at such time as tax payments are due. It is further provided that at the end of the thirty (30) year period tax exemption granted hereunder, the tax exemption shall cease and the Renna House and any other associated property of the Nonprofit Corporation, as well as the land, shall be assessed and taxed according to general law like other property in the Municipality. At the same date, all restrictions and limitations upon the Nonprofit Corporation shall terminate and be at an end upon the Nonprofit Corporation rendering its final account with the Municipality.

78. During the period of tax exemption as above provided, the Nonprofit Corporation shall be operated as a non-profit corporation pursuant to the Certificate of Incorporation of the Corporation.

89. The tax exemption provided herein shall apply only so long as the Nonprofit Corporation and its project remain subject to the provisions of the aforesaid "Long Term Tax

Exemption Law" (N.J.S.A. 40A:20-1 et seq.), but in no event longer than thirty (30) years from the Effective Date of this Agreement.

~~9~~10. Upon any termination of such tax exemption, whether by affirmative action of the Nonprofit Corporation or by virtue of the provisions of the "Long Term Tax Exemption Law", or pursuant to the terms of this Agreement, the date of such termination shall be deemed to be the end of the fiscal year of the Nonprofit Corporation.

~~40~~11. Within ninety (90) days after the close of each fiscal year that this Agreement shall continue in effect, the Nonprofit Corporation shall submit an auditor's report to the Mayor and Council of the Municipality.

~~44~~12. The Nonprofit Corporation shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Nonprofit Corporation, and also permit examination and audit of its books, contracts, records, documents and papers, by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent of the Nonprofit Corporation.

~~42~~13. A notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Nonprofit Corporation it shall be addressed to:

John P. Renna House/WOSCHA
c/o President
10 Gaston Place
West Orange, NJ 07052

or to such other address as the Nonprofit Corporation may hereafter designate in writing.

(b) When sent by the Nonprofit Corporation to the Municipality it shall be addressed to:

Township Clerk of the Township of West Orange

66 Main Street
West Orange, NJ 07052

or to such other address as the Municipality may hereafter designate in writing.

134. The Nonprofit Corporation shall commence capital improvement on the Renna House within twelve (12) months of the date of this Agreement.

1415. The term "annual gross shelter rent" as used in paragraph 6 above, **shall not** include any rent subsidy paid by any governmental agency.

156. This Agreement contains the entire agreement among the Nonprofit Corporation and the Municipality.

167. In the event of any dispute between the parties, matters in controversy shall be resolved by arbitration only if the costs of arbitration shall be less than \$10,000 total. The costs of such arbitration under this paragraph shall be borne equally by the parties. The arbitration shall occur pursuant to the commercial arbitration rules by the American Arbitration Association.

187. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will remain effective and will be enforced to the fullest extent permitted by applicable law.

198. This Agreement shall not be amended, altered, revised, modified, terminated, or changed except by a subsequent written agreement executed by all parties hereto, and then such amendment shall be effective only in the particular instance and for the purpose for which it is given.

2019. This Agreement is solely for the benefit the Nonprofit Corporation and the Municipality. No provision of this Agreement shall in any way inure to the benefit of, or create any rights whatsoever in any third person or entity (including the public at large) unless expressly provided for herein.

Attest:

WEST ORANGE SENIOR CITIZENS
—HOUSING ASSOCIATION URBAN
RENEWAL ENTITY, INC.

By: _____

Attest:

THE TOWNSHIP OF WEST ORANGE

By: _____