
GRANT AGREEMENT
THE TOWNSHIP OF WEST ORANGE EMERGENCY REPAIRS PROGRAM

THIS AGREEMENT, made this _____ day of _____, 2013, between THE **TOWNSHIP OF WEST ORANGE** (hereinafter referred to as "**Township**") and Daughters of Israel Geriatric Services, Inc. (hereinafter referred to as "**Owner**") whose principal address is 750 Northfield Ave., West Orange, New Jersey 07052, in the Township of West Orange, County of Essex, and the State of New Jersey.

WHEREAS, the Owner has requested monies for emergency repairs to its commercial kitchen at the Jewish Federation Plaza, located at 748-750 Northfield Avenue, West Orange, New Jersey 07052, also known as Block No. 165, Lot No. 16 in the Township of West Orange, County of Essex, and the State of New Jersey (the "Property"); and

WHEREAS, pursuant to the rules promulgated by the New Jersey Council on Affordable Housing with respect to affordability assistance and affordable housing trust funds, specifically N.J.A.C. 5:97-8.1, et seq., and Township Code § 25-18.22, the Township has instituted a Development Fee Fund/Ordinance in order to fund, among other affordable housing programs, the Township of West Orange Emergency Repairs Program (WOERP), as referenced in and authorized by N.J.A.C. 5:97-8.8(a)(1) and Township Code § 25-18.22(h)(3)(a); and

WHEREAS, the Owner requested monies from the WOERP for emergency repairs, the goal of which is to upgrade and correct any obsolete appliances and appurtenances in need of replacement in the commercial kitchen at the Property, as such can pose a threat to the health and safety of the tenants; and

WHEREAS, such assistance is provided to preserve the affordability of the units for the tenants; and

WHEREAS, said application has been reviewed by the Township and the Owner has been found to be eligible for assistance through the Township of West Orange Emergency Repairs Program; and

WHEREAS, the Owner represents that he/she will use the funds solely to perform Emergency Repair work on the Property as set forth herein and does not currently intend to convey, sell or otherwise transfer ownership of the Property for at least a ten (10) year period from the work completion date;

NOW THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, Township and Owner agree as follows:

1. The Owner hereby agrees to make approved emergency repairs to the commercial kitchen at the Property .
2. The Owner's Architect has prepared a complete set of bid documents for this project based on the approval of this project by the Township's Planning Board (PB No. 12-18), which bid documents are attached hereto and made part of this Agreement as Schedule "A." Once the Owner has entered into a Construction Agreement(s) with the Contractor(s) to perform the emergency repair work as described herein, the Owner shall promptly notify the Township's Business Administrator and provide a copy of the contract(s) and the Contractor

estimate(s) of the work to be performed.

3. The Township agrees to make available to the Owner an Emergency Repair grant in the amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) subject to the terms and conditions contained in this Agreement specifically set forth herein and the Construction Agreement(s).

4. The Owner represents that the Owner has obtained or has available sufficient funding for any and all construction costs that may exceed the maximum \$200,000 Emergency Repairs grant assistance under the West Orange Emergency Repairs program that may be necessary to complete the work set forth on Schedule A attached hereto, including any mutually agreed-upon change orders to this work or any other unanticipated work needed to complete any work item. The Owner understands and agrees that the Township will not assume any obligation to the Owner or the contractor for Program work that exceeds the maximum program grant of \$200,000. The Owner understands and agrees that any payment to the contractor for work required and/or agreed to that rises above the \$200,000 threshold will be the sole legal responsibility of the Owner to pay. If the cost of the work required is below \$200,000, the Township will retain all such leftover monies for the WOERP.

5. The Owner shall make payments directly to the Owner's contractor(s) in accordance with the payment schedule contained in Schedule A, subject to the Owner's approval of the contractor's work. The Township shall make payments from time to time directly to the Owner from Owner's Emergency Repair grant proceeds only after documentation has been provided by Owner to the Township that the contractor's/contractors' work has been completed and approved by Owner, and payment has been made to the contractor(s). Prior to any final payment(s) from the Township, the Owner shall provide documentation to the Township that any applicable final permits and/or building or construction department inspections have been satisfactorily completed.

6. The Owner shall allow the Township and its representatives access to the Property to inspect the work during all phases of construction.

7. The Owner agrees to comply with all local ordinances, regulations and statutes of the Township of West Orange and of the State of New Jersey and further agrees to indemnify and hold harmless the Township of West Orange from any and all suits, claims, damages or actions arising out of the performance of this Agreement, including any legal fees and costs incurred. The term "Township of West Orange" is defined to mean the Township and all its officials, employees, agents and representatives, contractors and consultants.

[Seal]

TOWNSHIP OF WEST ORANGE

ATTEST:

Mayor,
Township of West Orange

Date: _____

DAUGHTERS OF ISRAEL GERIATRIC SERVICES, INC.

WITNESS

Name:
Title:

Date: _____

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