

**HARDING TOWNSHIP  
ORDINANCE #06-2020**

**“AN ORDINANCE OF THE TOWNSHIP OF HARDING, COUNTY OF MORRIS, STATE OF  
NEW JERSEY, APPROVING THE EXECUTION OF A FINANCIAL AGREEMENT WITH  
HURSTMONT ESTATE URBAN RENEWAL ENTITY, LLC AND DETERMINING VARIOUS  
OTHER MATTERS IN CONNECTION THEREWITH”**

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**WHEREAS**, on February 25, 2019, the Township of Harding (the “Township”) pursuant to Township Resolution No. 17-073 designated Lot 2, Block 27, and Lot 1, Block 34 as shown on the Tax Assessment Map of the Township, as an area in need of redevelopment (the “Redevelopment Area”) in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “Redevelopment Law”); and

**WHEREAS**, the Township by Ordinance 13-2019, enacted June 24, 2019, and Ordinance 18-2019, enacted September 30, 2019, adopted the Glen Alpin/Hurstmont Redevelopment Plan, which sets forth the plan for the Redevelopment Area (the “Redevelopment Plan”); and

**WHEREAS**, Hurstmont Estate Urban Renewal Entity, LLC, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “Entity”), proposes to undertake a portion of the redevelopment which initially consists of the construction and operation of an age restricted living community (the “Community”) consisting of 250 units pursuant to the Redevelopment Plan; and

**WHEREAS**, as a part of the Redevelopment Plan, the northerly portion of the Lot 2, Block 27 (the “Parcel”) is to be redeveloped with approximately 125 Apartment Style Independent Living Units and no more than 85 units designated as Assisted Living Residences and/or units located within the Dementia Care Home (the “Project”), all as defined in the Redevelopment Plan; and

**WHEREAS**, pursuant to the Long Term Tax Exemption Law of 1992, *N.J.S.A. 40A:20-1 et seq.* (the “Tax Exemption Law”), the Township is authorized to provide for tax exemption within a redevelopment area and for payments in lieu of taxes in accordance with the applicable provisions thereof; and

**WHEREAS**, the Entity has submitted an application, a copy of which is attached as Exhibit A (the “Exemption Application”) to the Township for a tax exemption with respect to the improvements comprising the Parcel, and payment in lieu of taxes pursuant to the Tax Exemption Law; and

**WHEREAS**, the Exemption Application contains documentation evidencing financial responsibility and capability with respect to the proposed development; estimated total development costs; estimated time schedule for start and completion of the proposed development; and conceptual plans; and

**WHEREAS**, the Township evaluated the Exemption Application according to criteria which included financial capabilities, experience, expertise, and project concept descriptions; and

**WHEREAS**, in order to enhance the economic viability of and opportunity for a successful project, the Township will enter into a Financial Agreement with the Entity governing payments made to the Township in lieu of real estate taxes on the Parcel pursuant to the Tax Exemption Law, and

**WHEREAS**, the Township made the following findings:

In accordance with the Tax Exemption Law, specifically *N.J.S.A. 40A:20-11*, the Township hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Township and its citizens because it allows for the development of a vacant property with an abandoned structure, with limited value on the Township's tax rolls, into a productive, useful and job-creating property, and further:

(a) The costs associated to the Township with the tax exemption granted herein are minor compared to the benefit created by (i) the construction of age-restricted housing units that will be available at a lower cost than would otherwise be the case, (ii) the creation of numerous construction-related jobs, (iii) the provision for affordable housing to be located in the Township, and (iv) the generation of full-time on-site employment.

(b) Without the tax exemption granted herein it is unlikely that the Project would otherwise be undertaken; and

**WHEREAS**, in order to set forth the terms and conditions under which the Entity and the Township (the "Parties") shall carry out their respective obligations with respect to payment of the Annual Service Charge (as that term is defined in the Financial Agreement attached hereto) by the Entity, in lieu of real property taxes; and

**WHEREAS**, the Entity owns or will own the Parcel, is qualified to do business under the provisions of the Tax Exemption Law, and has submitted to the Mayor the Exemption Application, which is on file with the Office of the Township Clerk, requesting a tax exemption for the Project; and

**WHEREAS**, there was also submitted to the Mayor by the Entity a financial agreement on file with the Office of the Township Clerk (the "Financial Agreement") (capitalized terms not defined herein shall have the meaning assigned to such terms in the Financial Agreement); and

**WHEREAS**, the Mayor has submitted the Application and Financial Agreement to the Municipal Council with his written recommendation of approval (the "Mayor's Recommendation"), a copy of which is attached hereto as Exhibit B;

**BE IT ORDAINED**, by the Township Committee of the Township of Harding, in the County of Morris, State of New Jersey, as follows:

1. The Entity is hereby designated to act as redeveloper for the Project, in accordance with the Redevelopment Plan and the plans and specifications contained in the Application, subject to the conditions and as more fully set forth in the form of Financial Agreement attached hereto.



2. The Exemption Application is hereby approved in accordance with the Mayor's Recommendation, a copy of which is attached hereto as Exhibit B.

3. The Township hereby finds and determines that the Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the Township and its citizens because it allows for the development of a vacant and fallow site, not currently on the Township's tax rolls, into a productive, useful and job-creating property, and further (a) the costs associated to the Township with the tax exemption granted herein are minor compared to the benefit created by (i) the construction of age-restricted housing units that will be available at a lower cost than would otherwise be the case, (ii) the creation of numerous construction-related jobs and (iii) the provision for affordable housing to be located in the Township, and (iv) the generation of full-time on-site employment, and (b) without the tax exemption granted herein it is unlikely that the Project would otherwise be undertaken.

4. An exemption from taxation is hereby granted with respect to the Project for the term set forth in the Financial Agreement, but in no event shall the tax exemption extend beyond the earlier of (i) thirty five (35) years from the date of execution of the Financial Agreement or (ii) thirty (30) years from the date of the last Certificate of Completion (as defined in the Financial Agreement) and only so long as the Entity (and each applicable successor) remains subject to and complies with the Financial Agreement and the Tax Exemption Law. To the extent of any inconsistency with any prior Township ordinance and/or Township Code provision governing the granting of long-term tax exemptions, including, *inter alia*, procedures for application, review and approval, required terms of the financial agreement, required conditions and covenants, limits on duration, means of enforcement, and all other matters whatsoever, such prior Township ordinances and/or Township Code provisions are hereby waived (or, alternatively, shall be deemed to be amended and/or superseded by this ordinance) to the extent of such inconsistency, but only with respect to this Ordinance.

5. The Financial Agreement, in substantially the form attached hereto as Exhibit C, is approved. The Mayor of the Township is hereby authorized to execute, on the Township's behalf, the Financial Agreement in substantially such form, with such editorial changes as the Mayor shall determine, in consultation with the Township's Redevelopment Counsel, such determination to be conclusively evidenced by his execution of the Financial Agreement. The Financial Agreement is not to be signed until the Entity has entered into a Redevelopment Agreement with the Township. The Township Clerk is hereby authorized and directed to attest to the execution of the Financial Agreement by the Authorized Officers of the Township as determined hereunder and to affix the corporate seal of the Township to the Financial Agreement.

6. An executed copy of the Financial Agreement shall be certified by the Township Clerk and filed with the Office of the Township Clerk. The Office of the Township Clerk shall also forthwith file certified copies of this ordinance and the Financial Agreement with the Director of the Division of Local Government Services pursuant to *N.J.S.A.* 40A:20-12.

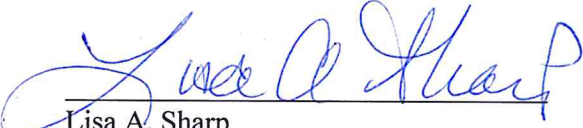
7. Upon the execution of the Financial Agreement as contemplated herein, either the Entity or the Township (through its Authorized Officers and the Township Clerk) may file and record this ordinance and the Financial Agreement with the Morris County Clerk such that the Financial Agreement

and this ordinance shall be reflected upon the land records of the County of Morris as a lien upon and a covenant running with each and every condominium unit constituting the Parcel.

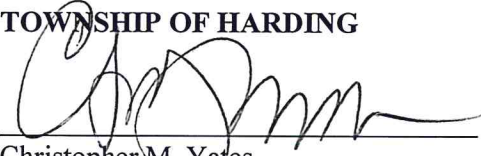
8. The Authorized Officers of the Township are hereby further severally authorized and directed to (i) execute and deliver, and the Township Clerk is hereby further authorized and directed to attest to such execution and to affix the corporate seal of the Township to, any document, instrument or certificate deemed necessary, desirable or convenient by the Authorized Officers or the Township Clerk, as applicable, in their respective sole discretion, after consulting with the Township's Redevelopment Counsel, to be executed in connection with the execution and delivery of the Financial Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

9. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

**ATTEST:**

  
Lisa A. Sharp  
Municipal Clerk

**TOWNSHIP OF HARDING**

  
Christopher M. Yates  
Mayor

**INTRODUCED:** April 13, 2020

**ADVERTISED:** April 16, 2020

**PUBLIC HEARING:**

**ADOPTED:**

**ADVERTISED:**

**Vote on Introduction:**

	MOTION	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN
Ms. DiTosto		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Jones	1st	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Modi		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Platt	2nd	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Yates		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>