

TOWNSHIP OF HARDYSTON

ORDINANCE 2023-12

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HARDYSTON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AUTHORIZING TAX EXEMPTION AND PAYMENT IN LIEU OF TAXES AND ADOPTING AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT FOR PAYMENT IN LIEU OF TAXES WITH NOVELLE, LLC, PURSUANT TO N.J.S.A. 40A:20-1 ET SEQ.

WHEREAS, Nouvelle, LLC (“Nouvelle”) has been qualified by the State of New Jersey to do business as an urban renewal entity (“URE”) under the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “LTTE Law”); and

WHEREAS, Nouvelle seeks to effectuate the redevelopment, operation, and maintenance of the Project known as 132 Wheatsworth Road, Hardyston, New Jersey, 07419, Block 63 And Lot 26.01 on the Township Tax Map (the “Project”); and

WHEREAS, in order to improve the feasibility of the renovation, operation, and maintenance of the Project, Nouvelle made application to the Township requesting a long term tax exemption and financial agreement with respect to the Project; and

WHEREAS, there was also submitted as part of the application a form of a financial agreement, pursuant to which Nouvelle agrees to pay, in lieu of tax payments, an Annual Service Charge in lieu of taxes on the Project based on the gross revenues of the Project, with minimum Annual Service Charges pursuant to N.J.S.A. 40A:20-12 (“PILOT Agreement”); and

WHEREAS, the Project will conform to all applicable municipal zoning ordinances and will be in conformance with the Township’s Master Plan; and

WHEREAS, the Township Council has reviewed the terms of the PILOT Agreement, and wishes to approve Nouvelle’s application on such terms; and

WHEREAS, the Township Council has determined that the Project represents an undertaking permitted by the LTTE Law; and

WHEREAS, the Township hereby finds that the relevant benefits of the Project to the including the creation of affordable housing will outweigh the costs, if any, associated with the tax exemption, which relevant benefits are further described in the PILOT Agreement; and

WHEREAS, the Township hereby determines that the assistance provided to the Project pursuant to the PILOT Agreement will be a significant inducement for Nouvelle to proceed with the Project and contribute to the feasibility of the Project.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Township of Hardyston, County of Sussex, State of New Jersey, as follows:

SECTION 1.

A. General

The aforementioned recitals are incorporated herein as though fully set forth at length.

B. Approval of Exemption from Taxation

An exemption from taxation as set forth in the Agreement for Payment in Lieu of Taxes (attached hereto as “Exhibit A”) is hereby approved and granted to Nouvelle, LLC (“Nouvelle”) with respect to the Project known as 132 Wheatsworth Road, Hardyston, New Jersey, 07419, Block 63 And Lot 26.01 on the Township Tax Map (the “Project”), in accordance with the terms set forth in the Agreement for Payment in Lieu of Taxes (“PILOT Agreement”); provided that in no event shall the term of the PILOT Agreement exceed the earlier of thirty-five (35) years from the date of execution thereof or (ii) to the extent permitted by the LTTE Law, thirty (30) years from the Nouvelle’s receipt of a Certificate of Occupancy (as defined in the PILOT Agreement) for the Project and only so long as Nouvelle remains subject to and in compliance with the PILOT Agreement and the LTTE Law and any other agreement related to the Project or the Premises; and provided, further, that in no event shall the resulting property tax obligation in each year the property tax exemption is in effect, when combined with the Annual Service Charge as defined in the PILOT Agreement, be less than the amount of the Land Taxes (as defined in the PILOT Agreement) prior to redevelopment.

C. Execution of PILOT Agreement Authorized

(i) The Mayor, in consultation with legal counsel to the Township, is hereby authorized and directed to execute the PILOT Agreement, substantially in the form as it has been presented to the Mayor and Council, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel, and any other agreements necessary to effectuate the PILOT Agreement.

(ii) The Township Clerk is hereby authorized and directed, upon the execution of the PILOT Agreement in accordance with the terms of Section C(i) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the seal of the Township upon such document.

(iii) Within thirty (30) days of its execution, the Township Clerk shall file certified copies of this ordinance and the executed PILOT Agreement with the Tax Assessor of the Township and shall forward a certified copy of this Ordinance and the executed PILOT Agreement to the Director of the Division of Local Government Services within the New Jersey Department of Community Affairs in accordance with Section 12 of the LTTE Law.

(iv) The executed copy of the PILOT Agreement shall be filed with the Office of the Township Clerk.

D. Entity Obligations

(i) The Project shall conform with all Federal and State laws and ordinances and regulations of the Township relating to its construction and use.

(ii) Nouvelle shall, in the operation of the Project, require compliance with all laws so that no person because of race, religious principles, color, national origin or ancestry, will be subject to discrimination.

(iii) Nouvelle shall, from the time the Annual Service Charge becomes effective, pay the Annual Service Charge as set forth in the PILOT Agreement.

E. Action Regarding PILOT Agreement

The Mayor, the township Manager, the Township Clerk, and any other Township official, officer or professional, including but not limited to, Township legal counsel, and the auditor to the Township, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

SECTION 2. Severability. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 3. Repealer. All existing ordinances or parts of existing ordinances which are inconsistent with the terms of this Ordinance are to the extent of such inconsistency repealed.

SECTION 4. Effect. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

SECTION 5. Availability. A copy of this Ordinance shall be available for public inspection at the offices of the Township

Brian J. Kaminski, Mayor

ATTEST:

Jane Bakalarczyk, Clerk

NOTICE

PLEASE TAKE NOTICE that notice is hereby given that the above ordinance was introduced and passed at the regular meeting of the Hardyston Township Council held at the Municipal Building, 149 Wheatsworth Road, Hardyston, New Jersey, on September 14, 2023. The same came up for final adoption at a meeting of the Township Council of the Township of Hardyston held on September 27, 2023, and after all persons present were given the opportunity to be heard concerning the same, it was finally passed, adopted and will be in full force and effect in the Township according to law.

Jane Bakalarczyk, RMC/CMC
Municipal Clerk