



# BOROUGH OF RIVERDALE NEW JERSEY



## ORDINANCE NO. 03-2023

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE CONVEYANCE OF BOROUGH OWNED REAL PROPERTY TO MORRIS HABITAT FOR HUMANITY, INC. (BLOCK 13.01, LOT 8; 83 NEWARK POMPTON TURNPIKE)**

---

**WHEREAS**, Morris Habitat for Humanity, Inc. is a not-for-profit organization of the State of New Jersey providing housing, rehabilitation and affordable housing within the County of Morris; and

**WHEREAS**, the Borough of Riverdale is the owner of certain real property located at : 83 Newark Pompton Turnpike in the Borough of Riverdale, in the County of Morris, and State of New Jersey. The Property is shown on the municipal Tax Map as Block 13.01, Lot 8; and

**WHEREAS**, this property was acquired by the Borough of Riverdale for the purpose of developing affordable housing; and

**WHEREAS**, Morris Habitat for Humanity provided a proposal for the construction of affordable housing on the property which best meets the needs of the Borough of Riverdale; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21(j) , the Borough may sell real property not needed for public use for the purpose of the creation of housing to a non-profit entity; and

**WHEREAS**, the Borough of Riverdale has determined that the aforementioned property is no longer needed for public use and that it is in the public interest to convey the property to Morris Habitat for Humanity pursuant to the terms set forth in the Agreement attached hereto.

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Riverdale, in the County of Morris and State of New Jersey, as follows:

**SECTION 1.** The Borough of Riverdale hereby agrees to the sale of the following property to Morris Habitat for Humanity, Inc.: 83 Newark Pompton Turnpike, Block 13.01 Lot 8.

**SECTION 2.** The appropriate municipal officials are hereby authorized to execute Agreement for the sale of the property to Morris Habitat for Humanity, Inc. in the form attached hereto.

**SECTION 3.** All ordinances of the Borough of Riverdale which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

**SECTION 4.** If any 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.

**SECTION 5.** This Ordinance shall take effect upon final passage and publication as required by law.

---

Abubakar Jalloh, Borough Clerk

---

Paul Carelli, Mayor

### NOTICE OF PENDING ORDINANCE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the governing body of the Borough of Riverdale, a municipal corporation of the State of New Jersey, held on August 16, 2023. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at Borough Hall, in the Borough on September 27, 2023 at 7:30 o'clock p.m., and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's office to the members of the general public who shall request the same.

Abubakar Jalloh, Borough Clerk

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on this \_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN

THE BOROUGH OF RIVERDALE  
A Municipal Corporation of the State of New Jersey,  
whose address is 91 Newark Pompton Turnpike, Riverdale, New Jersey 07457

Referred to as the "Seller"

AND

MORRIS HABITAT FOR HUMANITY, INC.  
whose address is 274 South Salem Street, Randolph, New Jersey 07869  
Referred to as the "Buyer."

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in paragraph 2 of this Contract (the "Property"), subject to all of the terms and conditions set forth herein. Seller desires that the Buyer construct thirty-one (31) units of "for sale" affordable housing as more particularly described in paragraph 12 below (the "Project"). Subject to the terms and conditions set forth herein, the Buyer agrees to construct the Project.
2. Property. The Property to be sold consists of: the land and all of the Seller's rights relating to the land commonly known as 83 Newark Pompton Turnpike in the Borough of Riverdale, in the County of Morris, and State of New Jersey. The Property is shown on the municipal tax map as Block 13.01, Lot 8.
3. Purchase Price. The property will be donated to the Buyer.
4. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to close title upon satisfaction of all contingencies. Both parties will fully cooperate so the closing can take place on a mutually acceptable date. The closing will be held at the offices of Murphy McKeon, P.C., 51 Route 23 South, Riverdale, New Jersey 07457, or such other location as the parties agree or by mail if the parties so agree.
5. Transfer of Ownership. Seller shall sell and convey to Buyer good, marketable and insurable (at ordinary rates) fee simple title to the Property subject only to the following permitted encumbrances (collectively, the "Permitted Encumbrances"); (a) there shall be no liens of real estate taxes, personal property taxes, water charges and sewer

charges; (b) to licenses, easements, and rights-of-way of record in favor of any utility company to maintain lines, wires, cables and poles, or underground utility improvements, across the unimproved portions of the Property, provided the same do not interfere with the intended use of the Property for the Project; and (c) covenants, agreements, and restrictions of record, provided that the same do not render title unmarketable or restrict or interfere with the intended use of the Property for the Project, and any future violation, including the construction and operation of the Project, will not result in a reversion of title. In addition to the above, Buyer hereby acknowledges that the transfer of the Property is subject to such state of facts as would be disclosed by an accurate survey of the Property, provided that such facts do not render title to the Property unmarketable, nor make the Property unfit for the Project.

6. Type of Deed. The Seller agrees to provide and the Buyer agrees to accept a deed known as a "Bargain and Sale Deed with Covenants against Grantor's Acts" which shall be in a form suitable for recording in the records maintained by the Morris County Clerk. The description used in the deed for the Property shall conform to the survey of the Property obtained by Buyer at its expense or shall be that description prepared by Buyer's title insurance company at Buyer's expense, provided that the same has been furnished to Seller by Buyer prior to the date which is established for the closing of title.
7. Deliveries at Closing. At the closing of title to the Property, Seller shall, at its own cost and expense, deliver the following to Buyer:
  - (a) A fully executed and acknowledged deed for the Property in proper form for recording, sufficient to convey good and marketable fee title to the Property to Buyer;
  - (b) A duly executed and acknowledged Affidavit of Title in form and content satisfactory to Buyer and to the title company insuring Buyer's title;
  - (c) An ordinance duly adopted by Seller's governing body authorizing the Seller to perform its obligations under this Contract and convey the Property to the Buyer; and
  - (d) Any and all affidavits and other instruments and documents which Buyer or the title company insuring Buyer's title to the Property shall reasonably request in order to convey good and marketable title to the Property, subject to the Permitted Encumbrances provided for herein.
8. Physical Condition of the Property.
  - (a) The Property shall be delivered at closing in a vacant condition in "as is" condition and suitable for demolition and construction as planned. Buyer shall compete said demolition and remove demolition debris, litter, and solid waste at Buyers cost and expense after closing.

- (b) Buyer's obligation to close title shall be contingent on Buyer's satisfaction of environmental conditions on the property and Buyer shall have the right to conduct such inspections as they deem necessary and appropriate.
- (c) Buyer's obligation to close title is contingent upon obtaining approval for the Project involving a planned development of the property from all applicable agencies.

9. Due Diligence Contingency. Buyer shall have a 180-day period from final execution of this Contract to complete its evaluation of this transaction and conduct its due diligence activities (the "Due Diligence Period").

- (a) Habitat shall have a period of 180 days days from the date of this Contract (the "Due Diligence Period") to conduct any and all investigations, evaluations, inspections, tests, appraisals and other due diligence desired by Habitat. Habitat and its representatives are hereby given the right to enter upon the Property during the Due Diligence Period for the purpose of inspecting the Property and performing such soil and other tests as Habitat deems necessary to satisfy itself concerning the condition of the Property. Habitat agrees to restore the Property to substantially the same condition as existed prior to Habitat's entry upon the Property and to indemnify and hold harmless Seller from and against any and all damages, claims, actions, penalties, liabilities, losses and expenses incurred by or asserted against Seller arising from personal injury or property damage as a direct result of Habitat's entry upon the Property.
- (b) Habitat may elect to cancel this Contract at any time, for any reason, or for no reason, on or prior to expiration of the Due Diligence Period, in which event this Contract shall terminate and the parties shall have no further liabilities hereunder. Habitat shall be deemed to have terminated this Contract unless, prior to expiration of the Due Diligence Period, Habitat notifies Seller in writing that Habitat has elected not to terminate this Contract.
- (c) Seller shall, at its sole cost and expense, deliver to Habitat within five (5) days from the date hereof true and complete copies of all Technical Data and Governmental Data pertaining to the Property. In addition, Seller shall, from time to time deliver to Habitat true and complete copies of all Technical Data and Governmental Data arising after the date hereof. Habitat shall have the free right to utilize the Technical Data and Governmental Data as it sees fit. "Technical Data" shall include without limitation all surveys, title work, architectural plans, drawings and specifications, environmental reports and tests, market tests or reports, soil borings and tests, engineering plans, drawings and specifications, percolation, geotechnical and water tests and studies, including the CAD disks pertaining to all of the foregoing and original mylar and sepia plans, as applicable, as well as any other drawings, tests, study or reports, plans and specifications pertaining to the Property. "Governmental Data" shall include

without limitation all applications, information, documents, submissions, notices, communications, correspondence, reports, studies and statements to and from any governmental agency in connection with or preparation for the Approvals (as hereafter defined). At Closing (as hereafter defined), Seller shall assign the Governmental Data and Technical Data to Habitat, and Seller shall provide to Habitat consents of all engineers, consultants and other professionals to the assignment of the Technical Data confirming Habitat's rights to use such materials for development of the Property at no charge to Habitat and confirming that each such party has been paid in full by Seller for all such materials.

- (d) If Habitat is proceeding diligently to complete its due diligence activities but has not completed same within the Due Diligence Period, then Habitat will be entitled to one automatic six (6) month extension of time to complete same (the "Extended Due Diligence Period).
- (e) Seller shall have the right to review any legislative action which occurs subsequent to the execution of this contract within the due diligence period which impacts the Borough's COAH plan or funding.
- (f) At any time prior to 180 days from full execution of this contract ("Due Diligence Period"), Buyer may send Seller's attorney a written notice that Buyer elects to terminate this Contract for any reason or no reason whatsoever, and on Seller's attorney's receipt of such notice this Contract shall become null and void as between Seller and Buyer, each party having no further obligation to the other hereunder except (a) Buyer shall promptly return to Seller all the Development Documents made available to, or copied by, Buyer, and (b) as otherwise specifically provided in this Contract.

10. Affordable Housing Compliance. After the Closing, the Buyer will construct the Project. The Project shall include thirty one (31) "for sale" single family units within six (6) buildings. The units shall be dedicated for affordable housing in conformance with all regulations established by the Borough of Riverdale and/or the Department of Community Affairs, the Council on Affordable Housing, or any other State agency established or to be established with jurisdiction over the provision of affordable housing in the Borough of Riverdale. In the event of any conflict between any regulations established by the Borough and the regulations established by Department of Community Affairs and/or the Council on Affordable Housing, the regulations established by Department of Community Affairs and/or the Council on Affordable Housing shall control. Buyer agrees to conduct affirmative marketing, certification and comply with affordable housing requirements in connection with the sale of the units. The Buyer's Executive Director will be an ex officio member of the board of directors of the Project's condominium association. The units will have a minimum thirty (30) year affordability control period and yield at least one (1) affordable housing credit per unit.

11. Land Use Approvals.

- (a) Seller shall designate Buyer as the Redeveloper of the property after the preparation of a Redevelopment Plan for the Property and the Project. Each party shall work in good faith to develop a Redevelopment Plan acceptable to the other party.
- (b) Buyer shall provide the required site plans, architectural floor plans and elevations and other design plans and documents to the Seller for the Redevelopment Plan.
- (c) The Buyer shall obtain all local approvals required for the development of the Project.
- (d) The Buyer's obligation to close title is contingent on securing all necessary local approvals for the Project prior to closing.

12. Waiving of Fees. The Seller agrees to waive all municipal development application fees for this Project since it is for the development of affordable units. Buyer shall be responsible for development professional escrow charges and for construction code permit fees.

13. Seller's Representations. Seller, to the best of its knowledge, makes the following covenants, representations and warranties, which representations and warranties are true and correct as of the date hereof and will be true and correct as of the closing date.

- (a) There will be no leases or use or occupancy agreements affecting the Property as of the date of closing, and no party has any claim or right to possess the Property or any portion thereof with the exception of Permitted Exceptions. Seller represents that the Property will be free and clear of any occupants at the time of closing and it shall be the Seller's responsibility to remove all occupants prior to closing.
- (b) There are no service contracts, labor or union contracts, employment agreements, management contracts or any other agreements affecting the Property or the operation thereof;
- (c) There is no litigation or proceeding pending or threatened against Seller or against or related to all or any part of the Property or the operation thereof, nor does Seller know of any basis for any such action;
- (d) All bids and claims for labor heretofore performed and materials heretofore furnished to or for the benefit of the Property have been or will be paid in full by Seller on the closing date;

- (e) No person, firm, or entity has any rights in, or any rights to acquire all or any part of the Property including, without limitation, any rights of first refusal or options with respect to the same; and
  - (f) All electric, sewer, water and gas, other appropriate utilities for the use and occupancy of the Property are presently located in the right-of-way bordering the Property; and to Seller's knowledge there is no restriction, limitation or moratorium on the right of the owner of the Property to hook up to or to use any utility. Seller has not received written notice of, and Seller has no knowledge of, any threatened or actual reduction or curtailment of any utility service supplied to the Property.
14. Assessments. If at the time for the delivery of the deed the Property, or any part thereof, shall be or shall have been affected by a special governmental assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purpose of this Contract, all of the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the Property affected thereby and shall be paid and discharged by Seller prior to delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid by the Buyer. Seller represents that there are no unconfirmed improvements or assessments for improvements contemplated for the Property.
15. Adjustments at Closing. The Property is currently tax exempt and no adjustments are anticipated for taxes and utilities. The Buyer may require that any person with a claim or right affecting the Property be paid off prior to the Closing.
16. Real Estate Brokerage Commission. Seller and Buyer mutually represent and warrant to each other that they have not dealt with any real estate broker or agent in bringing about this transaction. The parties hereto agree to save each other harmless and indemnify each other from any losses, damages, judgments and costs, including legal fees, which a party may suffer if the representation of the other party contained herein proves untrue. The obligations of this paragraph shall survive closing of title and delivery of the deed.
17. Risk of Loss. Risk of loss, by reason of fire or other casualty, shall remain with Seller until the time of closing. The structures presently found on the Property are of no value, and, in the event of their destruction by fire or other casualty, Seller shall be under no obligation to restore said structures.
18. Force Majeure. In the event either party is prevented from fulfilling any of its obligations in this Agreement, or in the event the Project is impeded, threatened or prevented, by reason beyond the reasonable control of such party, including but not limited to an Act of God, pandemic, extraordinary weather, building or other governmental moratorium or if the Seller is in litigation or under threat of litigation, then the time of such performance by either party, including the time for payment of any sums due hereunder if any, shall

be extended by a time equal to the amount of such delay, provided that neither party shall be entitled to claim such delay unless it has notified the other party in writing of such delay and the cause thereof.

19. Default. In the event that either party willfully fails to close in accordance with this Contract, the other party may commence any legal or equitable action to which said party may be entitled.
20. Notices. All notices, demands or communications hereunder shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight carrier to the following addresses:

If to Seller: Borough of Riverdale  
91 Newark Pompton Turnpike  
Riverdale, New Jersey 07457  
Attn: Mayor

Murphy McKeon P.C.  
51 Route 23 South  
Riverdale, New Jersey 07457  
Attention: Robert H. Oostdyk, Jr., Esq.

If to Buyer: Morris Habitat for Humanity, Inc.  
274 South Salem Street, Suite 100  
Randolph, New Jersey 07869  
Attn: Liz DeCoursey, Interim CEO

Anthony Della Pelle, Esq.  
McKirdy, Riskin, Olsen & DellaPelle  
201 Littleton Road, Suite 135  
Morris Plains, New Jersey 07950

21. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all parties.
22. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns.
23. Counterparts. The Contract may be executed in counterparts, each of which shall constitute an original and all of which shall together constitute one and the same Contract.
24. Electronic Signatures. The execution of the Contract may be effected by facsimile or electronic signatures or signatures in portable documents format (pdf) delivered by

electronic mail, all of which shall be treated as originals; provided, however, that the party receiving a document with a facsimile or electronic signature may, by notice to the other, require the prompt delivery of an original signature to evidence and confirm the delivery of the facsimile signature. Seller and Buyer each intend to be bound by its respective electronic, facsimile or pdf signature and is aware that the other party will rely thereon.

25. Governing Law. This Contract shall be construed in accordance with the laws of the State of New Jersey. This Contract may not be changed or modified without the written consent of all parties hereto. The parties acknowledge that should any provision contained herein be later found to be unenforceable, void or illegal by a court of competent jurisdiction, such provisions shall be considered omitted from this Contract, it being the parties' intent to enter into this Contract notwithstanding the omission of such unenforceable, void or illegal provision.
26. Headings. The article headings contained in this Contract are for reference only for the convenience of the parties. They shall not be deemed to constitute a part of this Contract nor shall they alter or supersede the contents of the paragraphs themselves.

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

SIGNED AND AGREED TO BY:

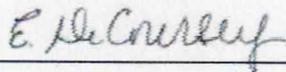
Witnessed or Attested by:

Date Signed:

MORRIS HABITAT FOR HUMANITY,  
INC.  
(BUYER)



6/26/23

By: 

ATTEST:

BOROUGH OF RIVERDALE  
(SELLER)

By: \_\_\_\_\_