

DECOTIIS
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October 18, 2011

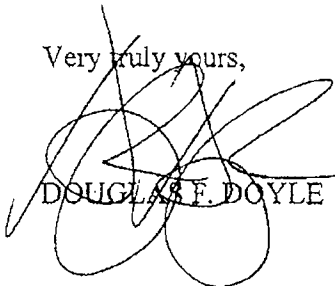
Council
Town of Stony Point
74 East Main Street
Stony Point, NY 10980

Dear Council:

Enclosed please find a proposal which Supervisor Sherwood recommended I send to you directly. I believe it is self-explanatory, but I would enjoy the opportunity to speak with you about it should you have any questions.

If you believe our attendance at the regularly scheduled meeting on October 25th would be helpful, please don't hesitate to let me know and Nancy and I will be prepared to be in attendance.

Very truly yours,


DOUGLAS F. DOYLE

DFD:sh
Enclosures

October 18, 2011

Council
Town of Stony Point
74 East Main Street
Stony Point, NY 10980

Dear Council:

It was a pleasure meeting with you to discuss all of the Town's efforts to promote economic development in Stony Point, including efforts to jump start development of the Liberty Drive corridor and the redevelopment of the Patriot Hills Complex (also known as Letchworth Village).

My partner, Nancy Kist, and I were most impressed with the requests for expressions of interest (RFEI) issued for the Patriot Hills Complex and the potential for adaptive reuse of some of these historic structures. We were also very interested in current efforts by the Town to work cooperatively with various property owners who would be willing to have their properties declared in need of redevelopment in order to facilitate commercial development.

As Nancy and I explained during our meeting with you (and most recently with Council: _____), we are municipal government attorneys. We both work together on various redevelopment projects in the region.

As we also explained, I am the Redevelopment Attorney for the City of Hackensack as well as Woodbridge Township. Moreover, last week our firm was named as one of the redevelopment attorneys for the Fort Monmouth Economic Revitalization Authority which is overseeing the redevelopment of a 1100 acre former military base with over 400 buildings in Monmouth County, New Jersey. Further, my partner, Nancy Kist, previously served as the Executive Director of the Bayonne Local Redevelopment Agency, where she was responsible for the implementation of a redevelopment plan for a former military base on a 430 acre site on New York Harbor.

I have enclosed copies of my resume as well as those of Nancy and other attorneys who would work on this matter with you.

We understand that from time to time you may require our assistance and guidance with respect to New York's redevelopment laws and efforts that can be undertaken to spur economic growth and development in Stony Point.

Moreover, through our redevelopment experience on behalf of municipalities and redevelopment agencies, we have developed strong contacts with national and regional redevelopers who look for the types of the opportunities that appear to be presenting themselves in the Town of Stony Point. We would be pleased to work with you and the Town to assist it in redeveloping those under utilized areas that you have described as well as others as they may arise.

DeCottis bills at standard municipal rates which range between \$175 to \$250 per hour, depending on the nature of the work.

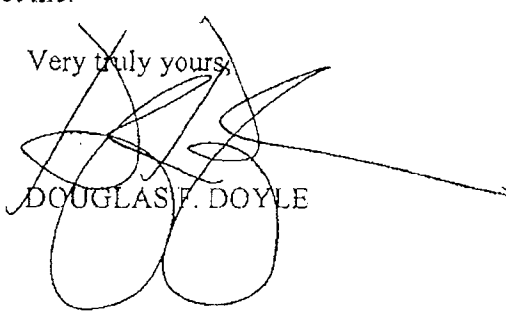
Nancy and I, as well as other attorneys in our firm, will bill at a blended rate of \$185 per hour. Statements for services are sent on a monthly basis and will typically include costs and expenses such as photocopies, postage, overnight mail, hand delivery, etc. All invoices are due when received and automatically accrue interest at the rate of 18% per annum, if not paid within 45 days.

In addition, as the Town begins to work with developers, it has been our practice to recommend to our municipal clients that they ensure that developers bear their fair share of the costs associated with any development. In that regard, we have provided a form of escrow agreement. These escrow agreements are typically utilized after a developer is designated as the redeveloper and when a Redevelopment Agreement is being negotiated.

We would enjoy the opportunity to meet with you and the entire Town Board if you feel that would be appropriate and helpful.

We look forward to working with you in the years to come. Needless to say, should you have any questions, please do not hesitate to contact me.

Very truly yours,


DOUGLAS F. DOYLE

DFD:sh
Enclosures

DOUGLAS F. DOYLE

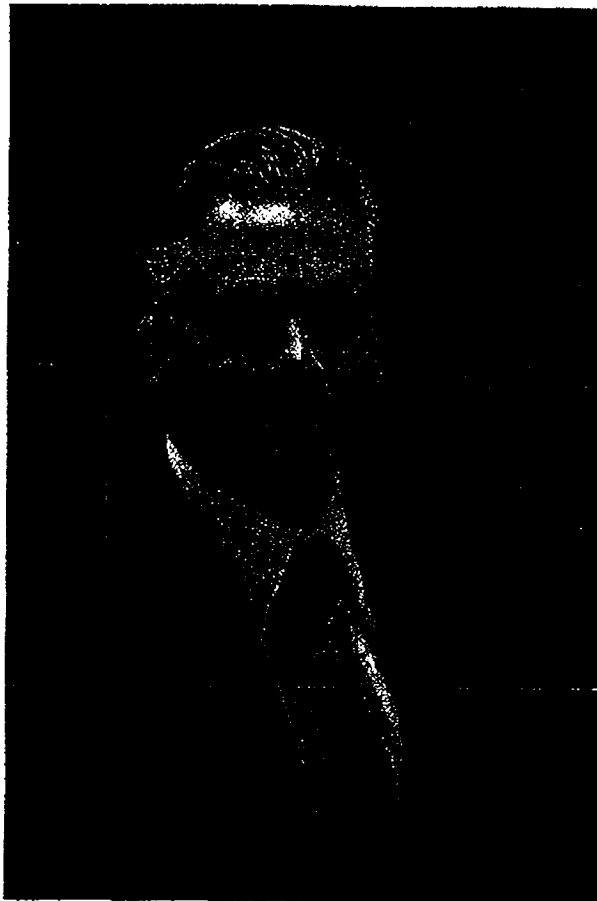
ATTORNEY AT LAW

Douglas Doyle is a partner in the Teaneck office of DeCotiis. He joined the firm in 2008 and is a member of the Municipal Law and Corporate Law practice groups.

Mr. Doyle represents corporate clients in employment-related matters, including restrictive covenants, non-compete agreements and long-term employment contracts. He has also represented pharmaceutical manufacturers, specializing in drafting and negotiating manufacturing agreements, raw material supply agreements and licensing agreements, as well as the litigation ensuing from those agreements. Mr. Doyle's corporate counseling extends to representing companies before New Jersey regulatory agencies.

In the last 20 years, Mr. Doyle has also developed a significant practice in government representation. He has represented the State of New Jersey, New Jersey Transit and the New Jersey Turnpike Authority regarding litigation and similar matters. Moreover, Mr. Doyle has acted as general counsel in a broad range of matters to various government entities including municipalities, redevelopment authorities and wastewater treatment facilities.

Mr. Doyle began his career arguing cases before juries as a Bronx trial lawyer associated with the Public Defender's Office Trial Division. He now tries cases on behalf of his corporate clients, an



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DOUGLAS F. DOYLE

ATTORNEY AT LAW

example of which was a \$1 million jury verdict for the breach of a stock purchase agreement in New Jersey Federal District Court.

He is also active in election law and Republican Party politics. He served as Counsel to the Chairman of the Bergen County Republican Organization, New Jersey Counsel to the Giuliani presidential campaign, and Assistant Counsel to the New Jersey Republican State Committee. He was Election Counsel to Senator Tom Kean, Jr. and the John Murphy for Governor campaign and currently serves as the Palisades Interstate Parkway Prosecutor, an appointment he received from former New Jersey Governor Christie Whitman.

Mr. Doyle received his B.A. in Modern Language from Villanova University in 1987, concentrating in Spanish, Chinese and Russian. He is fluent in Spanish. He was awarded his J.D. by Temple University Law School *cum laude* in 1990. While attending law school, he served as Senator of the law school to the university. He is a New Jersey native.

Bar Admissions:

New Jersey (1991)

New York (1991)

DECOTIIS
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NANCY A. KIST

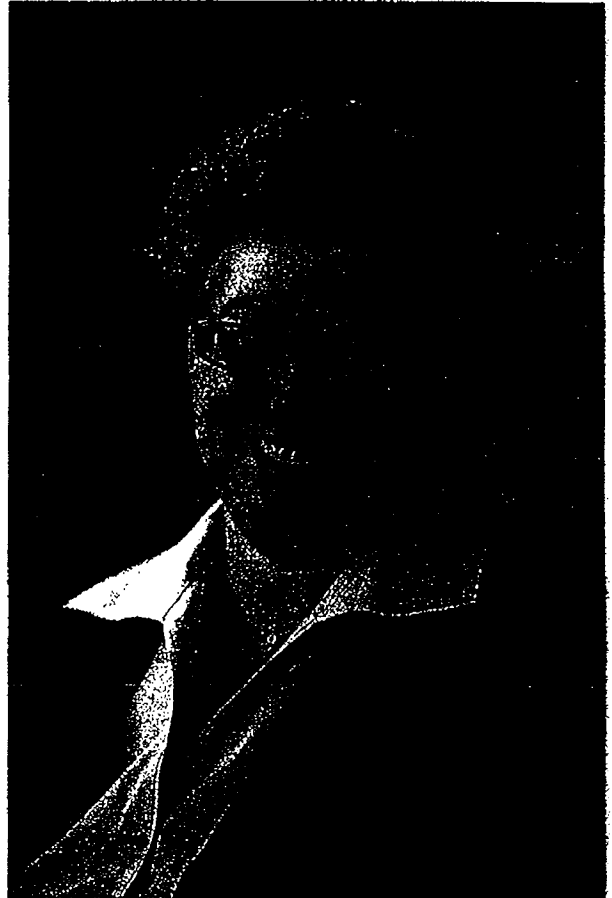
ATTORNEY AT LAW

Nancy Kist is a partner in the Teaneck office of DeCotiis. She joined the firm as a partner in 2003 and is a member of the Municipal Law Practice Group.

For the past ten years, Ms. Kist has provided leadership and legal counsel to municipalities and redevelopment entities on land use, environmental and redevelopment matters. From 2002 to 2007, Ms. Kist was Executive Director of the Redevelopment Agency of the City of Bayonne, an agency responsible for the environmental remediation and redevelopment of a 430-acre former military installation located on New York Harbor. She also was responsible for obtaining necessary state and Federal permits for waterfront development and the reconstruction of commercial and recreational piers.

During her tenure, the agency received "Smart Growth" awards from the New Jersey Chapter of the American Institute of Architects (2005) and New Jersey Future (2005). Additionally, the agency was recognized in 2006 with awards for "Engineering Excellence" by the American Council of Engineering Companies of New Jersey, and "Achievement in Planning" from New Jersey Planning Officials. Ms. Kist has negotiated redevelopment agreements with both nationally recognized and regional development entities for commercial and residential development projects worth hundreds of millions of dollars. In 2003, she negotiated a 35-year development agreement valued at over \$140 million with one of the world's largest cruise lines to establish a cruise ship terminal in the State of New Jersey.

From July 2000 to November 2002, Ms. Kist was Law Director of the City of Bayonne, New Jersey. She was Assistant City Attorney for the City of Bayonne from August 1998 to July 2000. In 2001, she led the legal team that negotiated the first of its kind early transfer (FOSET) and environmental



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NANCY A. KIST

ATTORNEY AT LAW

services cooperative agreement (ESCA) with the United States Army. These agreements permitted the transfer of environmentally contaminated property to local control for remediation, without the transfer of financial responsibility or CERCLA liability. Her endeavors in military base redevelopment were recognized in 2005 when she received the Community Leadership Award - Closed Base Community by the Association of Defense Communities (ADC).

Ms. Kist is also a frequent speaker on environmental and land use topics, particularly relating to military bases. A partial list of her speaking engagements includes:

September 26, 2006 meeting of the Fort Monmouth Economic Revitalization Planning Authority on *Base Realignment and Closure (BRAC) Process*.

July 31, 2006 Association of Defense Communities (ADC formerly NAID) Annual Conference – on *The Bayonne Redevelopment Story: Early Transfers, ESCAs, Environmental Insurance and Collaboration*.

November 14, 2005 conference at Monmouth University entitled *Fort Monmouth: Today, Tomorrow and in the Future* - subject was *The Importance of Broad Based Consensus Building*.

Ms. Kist is a 1986 graduate of Caldwell College, where she received her B.A. *cum laude* in History and English. At Caldwell, she was the recipient of the Brady Award for Senior History Essay as well as the Interdisciplinary Honors Award. She received her J.D. from Seton Hall University Law School, where she served on the Appellate Moot Court Board. Following law school, she clerked for Judges Leonard Sachar and Edward Toy of the Superior Court of New Jersey – Union County Vicinage. Ms. Kist is also a member of the Board of Trustees of St. Dominic Academy, Jersey City, New Jersey. She is a New Jersey native and lifetime resident.

Bar Admissions:

New Jersey (1991)

New York (1995)

Professional Memberships, Associations and Activities:

Hudson County Bar Association

New Jersey Bar Association

New York Bar Association

Association of Defense Communities (formerly known as the National Association of Installation Developers)

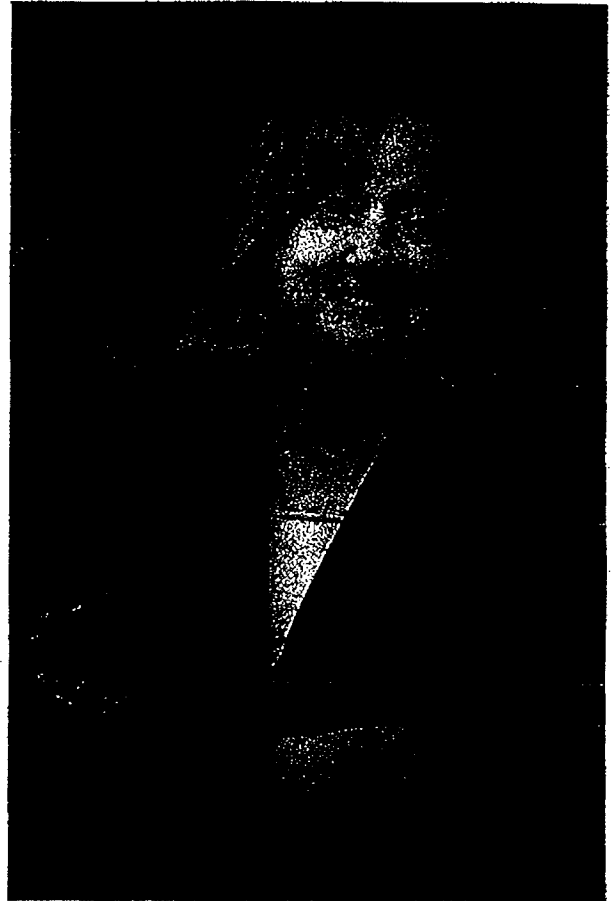
CATHERINE TAMASIK

ATTORNEY AT LAW

Catherine Tamasik is a partner in the firm's Teaneck office. She joined the firm as a partner in 1999 and is a member of the Litigation and Green practice groups.

For the past 10 years, Ms. Tamasik has represented public entities including the State of New Jersey and various state agencies, counties, municipalities and independent authorities. Her litigation practice includes an emphasis on employment discrimination and civil rights violations in the public workplace. She also has extensive experience in litigation arising out of redevelopment projects and other land use matters involving public entities and public financing. Ms. Tamasik has experience with all levels and aspects of trial and appellate practice, and regularly appears in state and Federal courts.

In addition, Ms. Tamasik specializes in municipal law. She served for five years as Essex County Counsel in the mid-1990's and has represented many municipalities since becoming a partner at DeCotiis. Her experience in the public sector includes public procurements, bid challenges, election disputes, land use, planning and zoning and redevelopment issues. She also has represented public clients in mediation and arbitration construction disputes. Prior to embarking on her legal career, Ms. Tamasik was a senior executive at Josiah Wedgwood & Sons in New York City. She is active in two non-profit



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CATHERINE TAMASIK

ATTORNEY AT LAW

organizations – the Newark Renaissance House in Newark, New Jersey, and the Episcopal Church of the Holy Spirit in Verona, New Jersey.

Ms. Tamasik received her B.A. *magna cum laude* from Hunter College. She was awarded her J.D. from Rutgers University in 1990, where she was New Jersey Developments Editor of the Rutgers Law Review. She is a New Jersey native and lifetime resident. She served as a councilmember on the Verona Township Council for two terms, 1983–1986 and 1991–1995. She also served as Essex County Counsel for the 1995–1999 term.

Bar Admissions:

New Jersey (1990)

New York (1990)

Third Circuit Court of Appeals (1998)

United States District Court for the Districts of New Jersey, Southern District of New York, Eastern District of New York (1990)

United States Supreme Court (1999)

Professional Memberships, Associations and Activities:

New Jersey State Bar Association

Trustee of Newark Renaissance House

Former Councilmember, Verona, New Jersey

Former Public Defender, Verona, New Jersey

DECOTIIS
DeCotiis, FitzPatrick & Cole, LLP

THIS FUNDING AGREEMENT is dated this _____ day of _____, 2010 among the _____, with offices at _____ (the "Agency") and _____ (hereinafter "_____") having an office _____;

W-I-T-N-E-S-S-E-T-H:

WHEREAS, _____ seeks to redevelop some or all of the following properties located in the Township identified on the Tax Maps of the Township as Block _____, Lots _____, _____, and _____ (the "Property"); and

WHEREAS, the Agency has been designated as the Redevelopment Entity for the _____ Redevelopment Area encompassing the Property, for which area the Tow has adopted a redevelopment plan (the "Plan"); and

WHEREAS, _____ proposes to design, develop, finance and construct a 24-hour convenience store that includes the sale of motor vehicle fuels on the Property consistent with the Plan (the "Project"); and

WHEREAS, representatives of the Agency have met with _____ and wish to proceed with formal negotiations to determine whether _____ should be designated by the Agency as redeveloper for the Property; and

WHEREAS, _____ has agreed to bear the reasonable costs for the Agency's professionals to assist the Agency in reviewing the plans of _____ and negotiating the terms and conditions of a redeveloper agreement, and in connection therewith has agreed to pay a one-time non-refundable Application Fee (as defined herein) and to establish an escrow fund with the Agency to provide for the payment of professional fees, costs and expenses related thereto incurred by the Agency (the "Interim Costs");

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

1. Payment of Interim Costs.

Immediately upon the execution of this Funding Agreement, _____ shall pay Ten Thousand dollars (\$10,000) (the "Escrow") to the Agency and the Agency shall deposit such funds into an escrow account established by it for the payment of the Interim Costs. Prior to the Agency's withdrawal of funds from the Escrow for the payment of the Interim Costs, the Agency shall provide _____ with a copy of each invoice reflecting Interim Costs to be paid that includes a reasonably detailed explanation of such Interim Costs. Unless _____ promptly (within ten (10) days of its receipt of any such copy) provides a written objection to any invoiced item as not being an Interim Cost, the Agency shall be free to withdraw funds from the Escrow for the payment of such invoiced services. If, when and as

often as may occur that the Escrow is drawn down to or below Two Thousand Five Hundred dollars (\$2,500), then _____ shall, upon the Agency's request, immediately provide to the Agency for deposit an additional amount sufficient to replenish the escrow to Ten Thousand dollars (\$10,000) for use in accordance with these terms.

The Agency shall inform _____ in writing if the total Interim Costs to be paid under this Funding Agreement shall exceed \$25,000 in the aggregate. _____ shall not be responsible for Interim Costs that exceed \$25,000 in the aggregate unless _____ has indicated in writing that it will pay Interim Costs in excess of \$25,000 in the aggregate. In the event that the total Interim Costs exceed \$25,000 in the aggregate, then _____ shall also retain the right to terminate this Funding Agreement.

This Funding Agreement shall terminate on the earlier of the following (i) at the election of _____ because Interim Costs exceed \$25,000; or (ii) the execution of the redeveloper agreement. In the event that this Funding Agreement either expires or is terminated by either _____ or the Agency, then all escrowed monies shall be returned to _____ following the payment from the fund of the Agency's Interim Costs incurred by the Agency relative to the Project prior to the expiration or cancellation of this Funding Agreement.

Interim Costs, for the purposes of this Funding Agreement, shall include but not be limited to the reasonably incurred out-of-pocket fees, costs and expenses incurred by the Agency in reviewing the proposed development of the Property and negotiating a redeveloper agreement, including, but not limited to, fees for legal, planning, engineering, and financial advisory services incurred following the execution of this Funding Agreement.

2. **Application Fee** – In connection with redevelopment projects, the Agency imposes a one time, non-refundable fee in an amount equal to .50% of the estimated total project cost (the "Application Fee") (not to exceed \$100,000) payable to the Agency for its consideration of an entity as a potential redeveloper. This fee is generally received at the time that the developer files the development application with the Agency.

3. **Notice.** Any notice provided to the Agency hereunder shall be submitted in writing to:

with copies to:

Douglas F. Doyle, Esq.
DeCotiis, FitzPatrick & Cole, LLC
500 Frank W. Burr Blvd., Suite 31
Teaneck, New Jersey 07666

Notices to _____ shall be submitted in writing to the attention of:

With copies to:

4. **General.**-This Funding Agreement embodies the entire agreement between the parties with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the parties. This Funding Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties hereto have caused this Funding Agreement to be executed, all as of the date first above written.

AGENCY

BY: _____
_____, Executive Director

BY: _____
_____, Principal