

**CITY OF BRIGANTINE  
RESOLUTION NO. 2025-57**

**RESOLUTION AUTHORIZING FIFTH AMENDMENT TO MUNICIPALLY  
SPONSORED AFFORDABLE HOUSING AGREEMENT**

**WHEREAS**, the City of Brigantine (the “City”) is the owner of the property known as Block 2901, Lot 5 on the Tax Maps of the City of Brigantine (“Property”); and which is more commonly known as the Civic Center property located at 100 31<sup>st</sup> Street South; and

**WHEREAS**, Volunteers of America Delaware Valley Property, Inc. (“VOADV”) is purchasing the property for use as part of the City’s Third Round affordable housing obligation; and

**WHEREAS**, on February 15, 2023, the Parties entered into a Municipally Sponsored Affordable Housing Agreement (the “Purchase Agreement”), under which VOADV agreed to purchase the Property from the City; and

**WHEREAS**, on February 13, 2024, the Parties entered into a First Amendment to the Purchase Agreement, wherein the Approval Contingency Period (as defined in the Purchase Agreement) and the Financing Period (as defined in the Purchase Agreement) was extended to September 1, 2024; and

**WHEREAS**, on August 27, 2024, the Parties entered into a Second Amendment to the Purchase Agreement, wherein the Approval Contingency Period (as defined in the Purchase Agreement) and the Financing Period (as defined in the Purchase Agreement) was extended to October 31, 2024; and

**WHEREAS**, effective on October 31, 2024, the Parties entered into a Third Amendment to the Purchase Agreement, wherein the Approval Contingency Period (as defined in the Purchase Agreement) and the Financing Period (as defined in the Purchase Agreement) was extended to December 31, 2024; and

**WHEREAS**, effective on December 31, 2024, the Parties entered into a Fourth Amendment to the Purchase Agreement, wherein the Approval Contingency Period (as defined in the Purchase Agreement) and the Financing Period (as defined in the Purchase Agreement) was extended to January 31, 2024; and

**WHEREAS**, VOADV has requested (i) an extension of the Approval Contingency Period through May 1, 2025, limited to solely obtaining approvals from the New Jersey Department of Community Affairs and (ii) the extension of the Financing Period through May 1, 2025; and

**WHEREAS**, the City is willing to grant VOADV such extensions set forth above pursuant to the terms and conditions contained in the Fifth Amendment to the Purchase Agreement attached hereto.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey that the City shall enter into and authorize the execution of a Fifth Amendment to Purchase Agreement with VOADV, according to the terms and conditions substantially similar to those contained in the Fifth Amendment to Purchase Agreement attached hereto.

**BE IT FURTHER RESOLVED,** by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey that the City does hereby ratify and approve any and all acts of the City performed in connection with the Purchase Agreement prior to the date hereto.

**CERTIFICATION**

I, Christine Murray, Acting City Clerk of the City of Brigantine, do hereby certify that the above Resolution was considered and adopted by the City Council of the City of Brigantine at a regularly advertised meeting held on February 19, 2025.

*Christine Murray*

Christine Murray  
Acting City Clerk

Recorded Vote:	MOTIONS	AYE	NAY	ABSTAIN	ABSENT
Sera		✓			
Riordan					✓
Kane		✓			
Bew	✦	✓			
Lettieri	✦ ✦	✓			
Haney		✓			
Virgilio		✓			

[SEAL]

**FIFTH AMENDMENT TO MUNICIPALLY SPONSORED AFFORDABLE HOUSING AGREEMENT**

This Fifth Amendment to the Municipally Sponsored Affordable Housing Agreement (this “Fifth Amendment”) is made effective as of January 31, 2025, by and between **THE CITY OF BRIGANTINE** (“Brigantine” or “Seller” or “City”) and **VOADV PROPERTY, INC.** (together with any assignee or nominee consistent with the Contract) (the “Affordable Housing Developer” or “VOADV” or “Buyer”).

**BACKGROUND**

WHEREAS, the Buyer and the Seller entered into a Municipally Sponsored Affordable Housing Agreement dated February 15, 2023 (the “Contract”) in which the Seller agreed to sell and the Buyer agreed to purchase real property commonly known as 100 31<sup>st</sup> Street, Brigantine, New Jersey (Block 2901, Lot 5)(as more particularly described in the Contract); and

WHEREAS, the parties entered into a First Amendment to the Contract effective as of February 13, 2024 (the “First Amendment”), wherein the Approval Contingency Period and the Financing Period was extended to September 1, 2024.

WHEREAS, the parties entered into a Second Amendment to the Contract effective as of August 27, 2024 (the “Second Amendment”) wherein the Approval Contingency Period was extended to October 31, 2024 as to obtaining approvals sought by Buyer, in Buyer’s sole discretion, from the New Jersey Department of Community Affairs; and the Financial Contingency Period was extended to December 31, 2024.

WHEREAS, the parties entered into a Third Amendment to the Contract effective as of October 31, 2024 (the “Third Amendment”) wherein the Approval Contingency Period was extended to December 31, 2024, solely limited to obtaining approvals sought by Buyer, in Buyer’s sole discretion, from the New Jersey Department of Community Affairs.

WHEREAS, the parties entered into a Fourth Amendment to the Contract effective as of December 31, 2024 (the “Fourth Amendment”) wherein the Approval Contingency Period and the Financial Contingency Period was extended to December 31, 2024.

WHEREAS, the parties wish to amend the terms of the Contract, First Amendment, Second Amendment, Third Amendment and Fourth Amendment by extending the Approval Contingency Period and the Financial Contingency Period, as set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are mutually acknowledged, the Buyer and the Seller hereby agree as follows:

1. Capitalized terms used and not otherwise defined in this Fifth Amendment shall have the meanings given in the Contract. Notwithstanding anything to the contrary in the Contract,

the Contract, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are amended as follows:

- a. Extension of Financial Contingency Period. The Financial Contingency Period shall be extended to May 1, 2025.
- b. Extension of Approval Contingency Period. The Approval Contingency Period shall be extended to, and shall expire on May 1, 2025 and shall be solely limited to obtaining approvals sought by Buyer, in Buyer's sole discretion, from the New Jersey Department of Community Affairs.

2. In the event that construction of the Project cannot be completed by July 1, 2025, the parties shall seek the approval of Fair Share Housing Center to extend any deadline imposed on the City.

3. The Seller and the Buyer each represent that there exists no breach or event of default under the Contract and that there has been no change in fact or circumstance that would render any representations or warranties set forth in the Contract as untrue or inaccurate in any material respect as of the date of this Fifth Amendment.

4. This Fifth Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. A facsimile or electronically transmitted copy of this Fifth Amendment and any signatures hereon shall be considered for all purposes as originals.

5. Except as specifically amended hereby, the Contract is hereby ratified and confirmed and remains in full force and effect. The terms of this Fifth Amendment shall govern if any terms of this Fifth Amendment conflict with the terms of the Contract, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and/or the Fifth Amendment. From and after the date hereof, any references in the Contract or any related instruments, documents or agreements, to "Contract," "this Contract," or similar terms shall be deemed to be references to the Contract, as amended hereby. The Contract, the First Amendment, the Second Amendment, the Third Amendment and Fourth Amendment as amended by this Fifth Amendment, contains the entire understanding of the parties with respect to the subject matter hereof, and no prior or other agreements or undertakings, whether written or oral, pertaining to any such matter shall be effective for any purpose. This Fifth Amendment may not be changed orally, but may only be changed in an agreement in writing signed by both parties.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment.

ATTEST:

By: Christine Murray  
Christine Murray  
Title: Acting City Clerk

SELLER: CITY OF BRIGANTINE  
By: [Signature]  
Name: Tige Platt  
Title: City Manager

Date: February 19, 2025

By: Michelle M Scialabba  
Name: michelle m Scialabba  
Title: Controller VOA Properties  
INC.

BUYER: VOADV PROPERTY, INC.  
By: [Signature]  
Name: Owen McCabe  
Title: President

Date: February 12, 2025