

- v. The Environmental Compliance Officer shall review the application and respond within ten (10) days of receipt of all required information.
- vi. WEHI may appeal a negative decision to the Township Council for reconsideration.
- d. Utilize energy efficient double pane, low-e glazing on windows and patio doors throughout the development with the following minimum performance standards:
  - i. Windows will have a minimum National Fenestration Rating Council (NFRC) performance standard of:
    - 1. U Factor  $\leq .30$
    - 2. SHGC  $\geq .40$ 
      - a. Window selection may be modified based on the orientation of the residential units. Windows facing East/South and West must meet both criteria. Windows facing North may waive the SHGC standard but must meet the U factor standard.
  - ii. Patio or glass doors of any type leading from residential units to balconies or patios will have minimum National Fenestration Rating Council (NFRC) performance standard of:
    - 1. U Factor  $\leq .30$
    - 2. SHGC  $\geq .40$ 
      - a. Door selection may be modified based on the orientation of the residential units. Windows facing East/South and West must meet both criteria. Windows facing North may waive the SHGC standard but must meet the U factor standard.
- e. Utilize Energy Star or DLC approved LED lighting throughout interior and exterior. For common area exterior site lighting, provide Dark Sky Qualified lighting and incorporate one or more of the following:
  - i. Motion sensor controls
  - ii. Integrative photovoltaic cells.
  - iii. Photosensors
  - iv. Astronomic time-clock operation
- f. Renewable energy: Design structures to allow for future incorporation of solar panels.
- g. Each lavatory faucet will have a maximum flow rate of 1.5 gallons per minute.
- h. Each toilet shall utilize no more than 1.28 gallons per flush.
- i. Each showerhead will have a maximum flow rate of 2.0 gallons per minute.
- j. Covered Parking Areas: Reduce tenant exposure to indoor pollutants from covered parking through the use of tightly sealed building envelope and natural or mechanical ventilation of enclosed parking areas per the building code standards.
  - i. At a minimum, all conditioned spaces above the garage shall have all penetrations and all connecting floor and ceiling joist bays sealed.
  - ii. Electric Vehicle Charging Stations: Install electric vehicle charging stations at each building (within underground parking area) and make provisions for additional future charging stations through installation of conduit.

k. Bathrooms and Kitchens to be individually ventilated to minimize excess moisture and odors in each dwelling unit.

l. Duct work to be protected during construction to avoid contamination.

m. Install permanent walk-off mats designed to allow for cleaning at each common exterior entryway.

n. In the interior of the units, use as many building components as possible based on availability, timing and cost ("cost" is defined as cost neutral for the specific product) that meet one or more of the following criteria subject to Paragraph (o) below:

i. Green Seal

ii. Cradle to Cradle

iii. California Department of Public Health Standard Method V1.1-2010 or equivalent

iv. UL Greenguard or UL Ecologo.

v. Green Squared

vi. SCS Global Services

vii. Declare Living Future Institute

viii. Forest Stewardship Council (FSC)

ix. Product contains at least 25% post-consumer and 50% pre-consumer material.

x. Product preference will be given to manufacturers who participate in an Extended Producer Responsibility Program.

o. The use of one or more of the standards outlined in Paragraph (n) above must apply to all interior paints and coatings, adhesives, and sealants.

5. Building: Safety and Appearance

a. Building will be equipped with fire sprinklers throughout.

b. Exterior façade materials and claddings will be selected to be low-maintenance or maintenance-free to provide a lasting quality and appearance.

c. Install carbon monoxide detectors in each unit.

d. Covered parking to be provided for at least 40% of required stalls. Handicap parking stalls to be distributed in both covered parking lots and open surface lots.

e. All common areas and dwelling units to be designed to meet or exceed accessibility standards prescribed by N.J.A.C. 5:97-3.14 and the Fair Housing Act.

f. Tenant amenities to be provided for both active and passive recreation. Among tenant amenity spaces will be interior mail room(s) and parcel package locker(s).

6. Records will be provided to verify each item outlined in this exhibit as requested by the Township of West Orange. Acceptable records will include:

a. Receipts for products and materials.(Must be provided for all products. Pricing may be redacted).

b. Product Labels.

c. Product Extended Producer Responsibility Reports.

d. Third Party standard descriptions for the specific Product.

# **EXHIBIT D**

**(Association Terms and Conditions)**

**EXHIBIT D**

**(Items Agreed to By WEHI With Respect to the Association in Connection With the Proposed Development)**

1. 496 residential upscale/luxury apartment units, 20% of which shall be low and moderate income housing units;
2. Building layout as set forth in the Concept Plan, subject to paragraph 5.2 of the Settlement Agreement;
3. Buildings of Proposed Development to have a minimum 100-foot setback from Association property;
4. To the extent possible, WEHI to minimize disturbance of 100-foot buffer for installation of utilities;
5. Berms with nondeciduous trees to be constructed and installed, similar to the Vizcaya project berms; to be determined by a joint, site specific inspections. The Association has the right to review landscape plans and installations WEHI's landscape architect, upon request. Temporary irrigation shall be provided on berms for initial tree growth. [Notwithstanding], based on the increased building setbacks and woodlands preservation, the parties recognize that such berms may not be necessary and/or desirable as adequate year-round buffer/screening may be provided. Therefore, the parties agree to consider omission of berms based on the extent of, for instance, preserved woodlands, undisturbed areas, setbacks, and elevations and agree to review these issues following the balloon test described in No. 31 below.]
6. Proposed Development to have amenities such as a pool/clubhouse, open space, features related to open space, i.e. walking trails, playground, etc., and other amenities related to the operation of an apartment complex. The amenities within the Development, excluding the dog/cat daycare and boarding facility identified in paragraph 33 below, shall not be open to the general public. Residents of the Association shall have the right to utilize any walking trails. Points of access to any such trails shall be provided at areas mutually agreeable to the parties, but shall not promote the parking of vehicles at such access points. (For instance, parking areas shall not be constructed without Association approval.);
7. The main public access to the Subject Property shall be via Warner Road and Kuzik Drive, as set forth in the Concept Plan, because same is likely required by New Jersey's Residential Site Improvement Standards ("RSIS"). However, if RSIS permits the closure of Kuzik Drive, then Kuzik Drive shall be designated for emergency access only. If RSIS requires Kuzik Drive to remain open, WEHI shall seek a waiver from RSIS requirements before the Planning Board in connection with WEHI's application for the Proposed Development. If the request for a waiver is denied, then Kuzik Drive shall serve as a secondary access point along with Warner Road. If Kuzik Drive remains open, WEHI shall employ traffic calming measures (i.e., speed bumps, humps and/or tables) intended

- to route as much traffic as possible onto Warner Road, to the extent permitted by RSIS (to be discussed and designed as the construction of the Proposed Development progresses);
8. Bayowski Drive shall remain a cul-de-sac, but may provide emergency access to the Subject Property;
  9. Emergency access to the Subject Property shall be via Howell Drive and Bayowski Drive, to the extent required by the Township and/or Planning Board. If permitted by RSIS or if WEHI obtains a waiver (see No. 6, above), then Kuzik Drive shall also serve as emergency access to the Subject Property. All emergency access points shall include physical barriers to deter and prevent non-emergency access;
  10. WEHI to install speed bumps/traffic calming devices and/or signage on Association lands where necessary (to be discussed and designed as the construction of the Proposed Development progresses);
  11. WEHI to install landscaping, buffering and speed calming measures/devices along Warner Road and Kuzik Drive within Association lands in connection with transforming Warner Road into a "boulevard" (to be discussed and designed as the construction of the Proposed Development progresses);
  12. The construction of the Proposed Development will not result in any loss of parking on Association lands;
  13. Before the commencement of construction of the Proposed Development, and within thirty (30) days following nonappealable site plan and related municipal land use approvals for the Proposed Development, WEHI will pave the portion of Oval Road from Oval Road's intersection with Eagle Rock Avenue to Oval Road's intersection with Warner Road;
  14. Contemporaneously with the commencement of the paving of the first portion of the final course of roadway paving within the Proposed Development, WEHI shall restore and repave the following Association roads (the "Shared Roads"): Oval Road from Eagle Rock Avenue to Warner Road; Warner Road; Kuzik Drive; Reger Lane; a portion of Lapis Circle (southeast quadrant connecting Reger Lane to the northeast segment of Lapis Circle and continuing to its intersection with Kuzik Drive) and Bayowski Drive;
  15. Warner Road shall be the only road utilized by WEHI in connection with the construction of the Proposed Development. WEHI shall in good faith limit construction traffic and employ dust control/street cleaning measures, as necessary. WEHI shall not permit construction deliveries on Saturday, Sunday or holidays. No construction parking/idling shall take place within or near Association property;
  16. WEHI shall provide the Association with at least 2-weeks' notice of any road closures or utility interruption;

17. During construction of the Proposed Development, WEHI shall ensure access to and passage along Warner Road and Oval Road, and Warner Road and Oval Road shall be kept in good repair, i.e. fixing of potholes, etc.;
18. At the commencement of construction of the Proposed Development, WEHI and the Association shall divide the cost for the maintenance of Warner Road and the portion of Oval Road from Eagle Rock Avenue to its intersection with Warner Road, and any other common costs incurred by the Association in accordance with the ratio of 496 (WEHI): 300 (Association). As used in this Agreement, maintenance with respect to the Shared Roads shall mean and include, by way of example and not limitation, services, maintenance, repair, improvement and replacement with respect to the following: snow, ice, leaf and debris removal; catch basin and stormwater cleanout and repair; curb repair; paving; crack filling; traffic calming devices; sealcoating; line striping; and lawn, irrigation and landscaping services of the boulevards and island areas. The Association shall not be responsible for any roads or other improvements within or installed in connection with the Proposed Development, unless otherwise expressly agreed by the parties;
19. At the commencement of Construction, WEHI and the Association shall divide the cost of snow removal for Bayowski Drive and Kuzik Drive;
20. WEHI will support any effort by the Association to have Oval Road dedicated to the Township of West Orange;
21. WEHI will obtain approval for and install a traffic signal at the intersection of Oval Road and Eagle Rock Avenue;
22. WEHI will agree to install a bus shelter on the eastbound side of Eagle Rock Avenue at the entrance to Oval Road, to the extent WEHI is permitted to do so by the Township of West Orange and/or the County of Essex under conditions reasonable to WEHI;
23. WEHI does not intend to utilize the Association's sewerage pump station in connection with the Proposed Development. However, if engineering concerns and/or the Township require the use of the Association's pump station, WEHI shall, at its own cost, upgrade the pump station so that sewer services to the Association will not be adversely affected by the Proposed Development. In that event, WEHI shall enter into an agreement pursuant to which WEHI will split the cost/maintenance for the pump station on a 300:496 ratio. If WEHI needs to utilize the pump station, no upgrades to the pump station may be performed until WEHI and Association enter into a separate agreement regarding the use of and upgrades to the pump station, which the parties will negotiate in good faith;
24. WEHI will install a guardhouse with a gate, subject to approval by the Planning Board of the Township of West Orange, to be utilized by the Association and the Proposed Development.

WEHI recognizes that the Association's preference is to have the guardhouse located on Oval Road southeast of Oval Road's intersection with Bongart Drive. However, WEHI and the Association recognize the existence of a Declaration of Easement and Right of Way Agreement dated January 19, 1988 (the "Easement") recorded with the Essex County Clerk in Deed Book 5012, Page 571 between WEHI (predecessor in interest to the lands owned by the Association), Essex Fells Country Club, and Allied Signal, Inc., which Easement is binding upon the Association. Notification of the Easement was contained in the Public Offering Statement for the Association's condominium. Although it is not clear from the Easement as to which party or parties hold a fee simple ownership interest in Oval Road, or any portion thereof, the Easement generally provides that each party to the Easement grants to the other parties to the Easement "a permanent easement for reasonable ingress and egress on and across" all of Oval Road from Oval Road's intersection with Eagle Rock Avenue to the border of the Township of Essex Fells. The parties recognize that it is possible that all of Oval Road is not owned by the Association. The parties further recognize that Essex Fells and West Orange also have emergency access rights over a portion of Oval Road.

Notwithstanding the Easement, WEHI will attempt to obtain all necessary land use approvals for the installation of the guardhouse on Oval Road southeast of Oval Road's intersection with Bongart Drive, the Association's preferred location. However, if after reasonable due diligence, WEHI determines in good faith that the Easement or any other legal impediment will prevent the installation of the guardhouse on Oval Road, WEHI will notify the Association of any such impediment and meet with the Association in good faith to decide upon an alternate, mutually-agreeable location for the guardhouse, including but not limited to Warner Road (which could necessitate the installation of a gate on Bongart Drive at its intersection with Oval Road or the conversion of Bongart Drive into a cul-de-sac so as to prevent access from Oval Road via Bongart Drive).

The installation of the guardhouse, no matter where the ultimate location, shall be subject to a site plan application to the Planning Board filed by WEHI with the consent of the Association. At WEHI's sole discretion, WEHI may choose to have the guardhouse included on its site plan application for the Proposed Development or in a separate, contemporaneously-filed application only concerning the guardhouse.

25. WEHI shall have the Association and the Association's management company named as additional insureds on WEHI's Comprehensive General Liability insurance policy and on the CGL policies of any subcontractors;
26. WEHI will indemnify the Association and the Association's management company for any damage to Association property resulting from construction related activities;
27. The construction of the Proposed Development will have no negative impact on the Association's utilities, including electricity and water pressure;

28. WEHI and the Association will enter into an agreement for the monthly payment by WEHI of its portion (496/796) of shared costs for maintenance of all Shared Roads and the guardhouse as of the date set forth in No. 18, above;
29. WEHI will consult the Association, and any professionals retained by the Association, during the engineering phase of the Proposed Development, as necessary, and WEHI will simultaneously submit a complete copy of any Planning Board and any other development application and related submissions (including traffic reports and drainage reports) to the Association;
30. WEHI will abide by any regulations or ordinance regarding blasting activities on the Subject Property. WEHI agrees to provide not less than three-days' notice for any blasting activities, which shall only take place between the hours of 10 a.m. and 2 p.m.;
31. WEHI will perform a balloon test on the Subject Property to demonstrate the height of the buildings of the Proposed Development. (NOTE: This test may have been performed prior to the execution of this Agreement.);
32. WEHI shall keep the Association fully and contemporaneously informed regarding construction activities on the Subject Property and shall utilize a website and/or social media available to the Association and its members for construction updates and communications; and
33. The Association agrees that WEHI may create and maintain an area on the Subject Property for a well-supervised dog/cat daycare and boarding facility, which amenity will be available to members of the Association, residents of the Proposed Development and members of the general public. There will be no cost to the Association for the construction of this facility. If individual members of the Association want to utilize the facility, they will do so at their own cost.

## EXHIBIT T

## EXHIBIT T

**INTERIM REDEVELOPMENT AGREEMENT**

**BETWEEN**

**TOWNSHIP OF WEST ORANGE**

**AND**

**THE ALPERT GROUP, LLC**

**Dated: March 7, 2017**

## TABLE OF CONTENTS

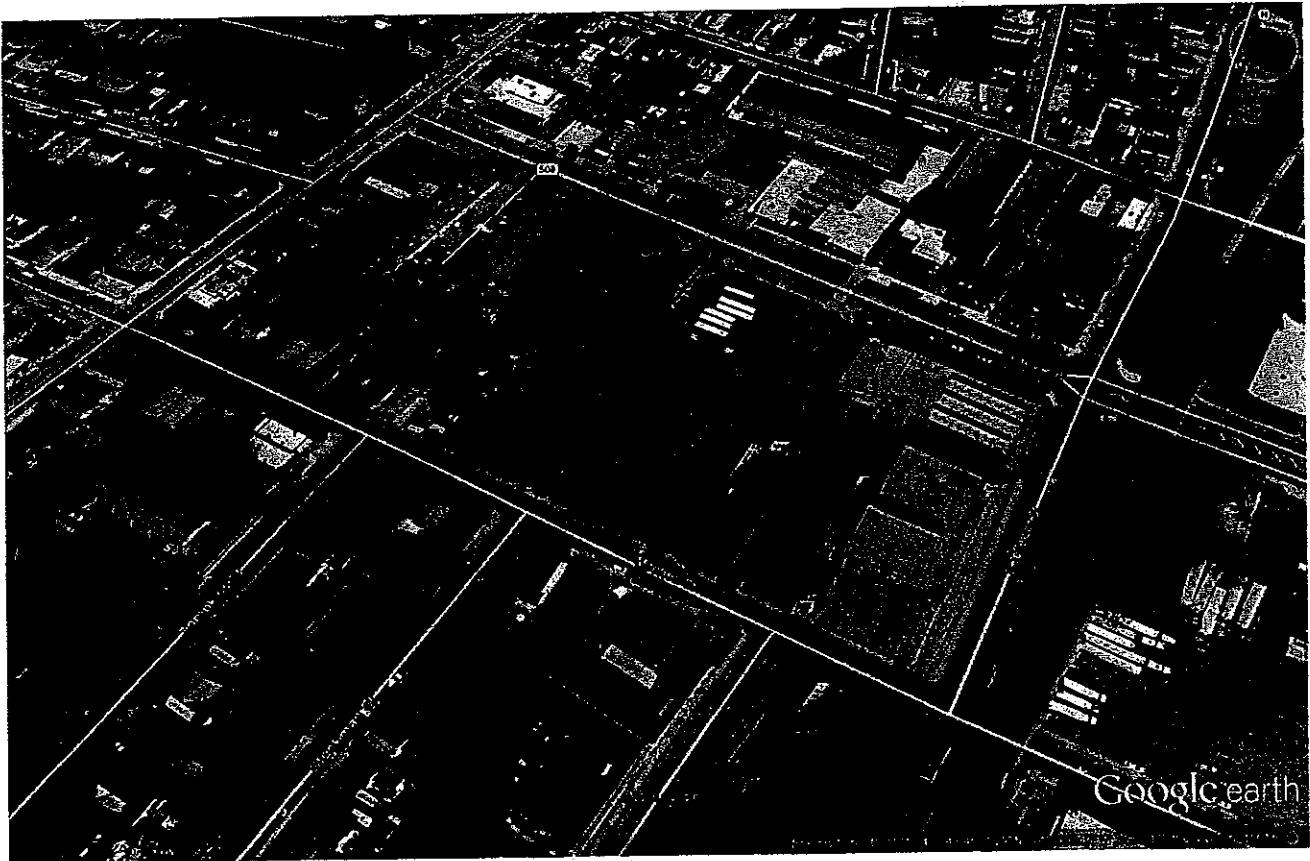
|                                                                      | <u>PAGE</u> |
|----------------------------------------------------------------------|-------------|
| <b>PREAMBLE</b>                                                      | 2           |
| <b>DEFINED TERMS</b>                                                 | 5           |
| <b>ARTICLE I. TITLE TO THE PARCELS WITHIN THE REDEVELOPMENT AREA</b> | 9           |
| 1.01. Current Ownership to Maintain Title                            | 9           |
| 1.02. Notice of Current Licensee                                     | 9           |
| <b>ARTICLE II. INTERIM REDEVELOPER'S RESPONSIBILITIES</b>            | 9           |
| 2.01. Interim Redeveloper Designation                                | 9           |
| 2.02. Demolition                                                     | 9           |
| 2.03. Demolition Costs                                               | 9           |
| 2.04. Monthly Reports to the Township of Demolition Costs            | 9           |
| 2.05. Reimbursement of Demolition Costs                              | 10          |
| 2.06. Timeline for Demolition                                        | 10          |
| 2.07. Environmental Remediation                                      | 11          |
| 2.08. Access to the Selecto-Flash Building Property                  | 12          |
| 2.09. Redevelopment Proposal                                         | 12          |
| 2.10. Insurance                                                      | 14          |
| 2.11. Indemnification                                                | 15          |
| <b>ARTICLE III. TOWNSHIP'S RESPONSIBILITIES</b>                      | 16          |
| 3.01. Forbearance of Redevelopment Proposal                          | 16          |
| 3.02. Environmental Investigation and Remediation                    | 16          |
| 3.03. Cooperation and Access to the Selecto-Flash Building Property  | 16          |
| 3.04. Cooperation with Approvals                                     | 17          |
| 3.05. Demolition Costs as Requirement for New Redeveloper            | 17          |
| <b>ARTICLE IV. PROHIBITIONS AGAINST ASSIGNMENT</b>                   | 17          |
| 4.01. Prohibitions Against Assignments                               | 17          |
| <b>ARTICLE V. DEFAULT</b>                                            | 18          |
| 5.01. Events of Default                                              | 18          |
| (a) Interim Redeveloper's Events of Default                          | 18          |
| (b) Township's Events of Default                                     | 19          |
| 5.02. Township's Remedies                                            | 19          |
| 5.03. Interim Redeveloper's Remedies                                 | 20          |
| 5.04. No Waiver Rights and Remedies by Delay                         | 20          |
| 5.05. Rights and Remedies Cumulative                                 | 20          |
| <b>ARTICLE VI. REPRESENTATIONS</b>                                   | 21          |
| 6.01. Representations of Interim Redeveloper                         | 21          |
| 6.02. Representations of the Township                                | 21          |

|                                                                     |    |
|---------------------------------------------------------------------|----|
| <b>ARTICLE VII. NOTICES AND DEMANDS</b>                             | 22 |
| 7.01. Manner of Notice                                              | 22 |
| <b>ARTICLE VIII. MISCELLANEOUS</b>                                  | 23 |
| 8.01. Force Majeure                                                 | 23 |
| 8.02. Non Default Termination                                       | 23 |
| 8.03. Right of Entry For Utility Service                            | 24 |
| 8.04. Interim Redeveloper Not To Block or Obscure Utility Easements | 24 |
| 8.05. Maintenance and Security of Selecto Flash Building Property   | 24 |
| 8.06. Equal Employment Opportunity                                  | 25 |
| 8.07. Entire Agreement                                              | 26 |
| 8.08. Titles of Articles and Paragraphs/Sections/Headings           | 26 |
| 8.09. Counterparts                                                  | 26 |
| 8.10. Severability                                                  | 26 |
| 8.11. Governing Law                                                 | 26 |
| 8.12. Waiver of Jury                                                | 26 |

## INDEX OF EXHIBITS

|             | <u>Description</u>               |     |
|-------------|----------------------------------|-----|
| Exhibit "A" | Proposal                         | i   |
| Exhibit "B" | Consent for Access to Properties | ii  |
| Exhibit "C" | License Agreement                | iii |

**Redevelopment Plan  
Block 9, Lots 11.01, 11.02, 11.03, 32, & 36  
and Block 7, Lot 22  
Township of West Orange, New Jersey**



**Prepared For:**  
Township of West Orange  
66 Main Street  
West Orange, NJ 07052

**Prepared By:**

Peter Van den Kooy, P.P., AICP #5918

Matrix New World Engineering  
26 Columbia Turnpike  
Florham Park, NJ 07932

Sean Moronski, P.P., AICP #5601

Matrix New World Engineering  
26 Columbia Turnpike  
Florham Park, NJ 07932

December 7, 2016  
Updated: December 12, 2016

*The original of this report was signed and sealed in accordance with NJSA 45:14A-12.*

## **ACKNOWLEDGEMENTS**

### **Mayor and Council**

Hon. Robert D. Parisi, Mayor  
Victor Cirilo, Council President  
Michelle Casalino, Councilwoman  
Jerry Guarino, Councilman  
Joe Krakoviak, Councilman  
Susan McCartney, Councilwoman

### **Administration**

John K. Sayers, Business Administrator

### **Planning Board**

Ron Weston, Chairman, AIA  
Dr. Robert Bagoff, Vice Chairman  
Joanne Carlucci  
Jerome Eben, AIA, PP  
Tekeste Ghebremicael  
Gerald Gurland, FAIA  
Jason T. Lester (Mayor's Designee)  
Council President Susan McCartney  
William Wilkes II  
Lee D. Klein (Alternate #1)  
Gary B. Wegner (Alternate #2)

Patrick Dwyer, Esq., Board Attorney  
Robin Miller, Board Secretary  
Paul Grygiel, A.I.C.P., P.P., Acting Municipal Planner  
Leonard Lepore, P.E., Municipal Engineer & Director of Public Works

### **Additional Township Staff**

Rose DeSena, Zoning Board of Adjustment Secretary

### **Additional Professionals for the Township**

Richard Trenk, Esq., Township Attorney  
Mark Moon, Esq.

### **Consulting Professionals**

Peter Van den Kooy, PP, AICP  
Sean Moronski, PP, AICP  
Leah Thiel  
Robert Gascoyne, LSRP  
Rose DeLorenzo, CHMM, LSRP  
Tamara Grillon

## TABLE OF CONTENTS

|                                                              |           |
|--------------------------------------------------------------|-----------|
| <b>1. Redevelopment Plan Background.....</b>                 | <b>1</b>  |
| 1.1 Introduction.....                                        | 1         |
| 1.2 Redevelopment Area Boundaries.....                       | 1         |
| 1.3 Redevelopment Goals and Objectives.....                  | 3         |
| 1.4 Public Utilities and Infrastructure.....                 | 3         |
| <b>2. Development Regulations... ..</b>                      | <b>4</b>  |
| 2.1 General Regulations.....                                 | 4         |
| 2.2 Land Use Regulations.....                                | 4         |
| 2.3 Additional Regulations and Standards.....                | 6         |
| 2.4 Development Plan and Review.....                         | 9         |
| <b>3. Plan Implementation... ..</b>                          | <b>11</b> |
| 3.1 Plan Implementation .....                                | 11        |
| <b>4. Relationship to Other Plans.....</b>                   | <b>11</b> |
| 4.1 Relationship to Other Plans.....                         | 11        |
| 4.2 Contiguous Municipalities.....                           | 11        |
| 4.3 New Jersey State Development and Redevelopment Plan..... | 11        |
| 4.4 Township of West Orange Master Plan.....                 | 12        |
| 4.5 Permitted Redevelopment Actions.....                     | 13        |
| 4.6 Administration of the Redevelopment Plan .....           | 13        |

### LIST OF APPENDICES

Appendix A Township of West Orange Planning Board Resolution No. 16-03

Appendix B Township of West Orange Council Resolution No. 228-16 (designation of Condemnation Area in Need of Redevelopment)

Appendix C Township of West Orange Council Resolution No. 120-16 (authorize preliminary investigation)

### LIST OF FIGURES

Figures 1A & 1B Tax Maps

Figure 2 USGS Topographic Map

Figure 3 Aerial Photo of Project Site

Figure 4 Zoning Map

Figure 5 Environmental Constraints Map

Figure 6 Notified Properties Within 200 Feet of the Area in Need of Redevelopment

# 1. REDEVELOPMENT PLAN BACKGROUND

## 1.1 INTRODUCTION

This Redevelopment Area, hereinafter referred to as the "Central Avenue Redevelopment Area," comprises six lots (collectively the "Subject Parcels"), located in the Township of West Orange (the "Township"), Essex County, New Jersey, as shown in **Figure 2, USGS Topographic Map** and **Figure 3, Aerial Photograph of Project Site**. The subject parcels are located on the following block and lots:

- A. Block 9, Lots 11.01, 11.02, 11.03, 32, & 36
- B. Block 7, Lot 22

The Central Avenue Redevelopment Area is situated adjacent to the Harvard Press Redevelopment Area to its east. Harvard Press was designated as an Area in Need of Redevelopment due to being an abandoned industrial area subjected to a Brownfields remediation program due to environmental contamination. Furthermore, both a portion of the Central Avenue Redevelopment Area (Block 9, Lots 32 and 36) and the Harvard Press Redevelopment Area are part of the Central Valley Brownfield Development Area (the "CVBDA") under the Office of Brownfield Reuse Brownfield Development Area Program. The CVBDA was established on December 5, 2005.

The Township recognizes that the Central Avenue Redevelopment Area parcels suffer from one or more of the following conditions: substandard and dilapidated conditions, vacancy for at least 10 years, environmental contamination, use in conflict with modern land use standards and practice, and a lack of proper utilization. The Township supports its redevelopment pursuant to the criteria referenced in this Redevelopment Plan.

This document is intended to provide a coordinated Redevelopment Plan for the Central Avenue Redevelopment Area that will facilitate the redevelopment of the Subject Parcels in a manner consistent with Township objectives while maximizing development flexibility given the existing environmental constraints.

On October 5, 2016, the Township of West Orange Planning Board (the "Planning Board") adopted Resolution Number 16-03, Appendix A, which set forth a recommendation to the Township Council that the Subject Parcels be designated as a Condemnation Area in Need of Redevelopment. The recommendations are based upon the findings outlined in the "Area in Need of Redevelopment Study" dated July 11, 2016, prepared by the authors of this Plan, on behalf of the Township Planning Board, to determine whether the Subject Parcels meet the statutory criteria to be designated as an Area in Need of Redevelopment. Based upon the Planning Board's recommendation, on October 26, 2016, the Township Council adopted Resolution Number 228-16, Appendix B, which designated the Subject Parcels as a Condemnation Area in Need of Redevelopment.

The Township Council authorized the preparation of this Redevelopment Plan through the adoption of Resolution Number, 120-16 on May 3, 2016, Appendix C. Pursuant to the Local Redevelopment and Housing Law, a redevelopment plan may be adopted (N.J.S.A. 40A:12A-7) and implemented (N.J.S.A. 40A:12A-15). This Redevelopment Plan specifically replaces and supersedes any and all previous zoning that governs this Redevelopment Area.

## 1.2 REDEVELOPMENT AREA BOUNDARIES

The Central Avenue Redevelopment Area is comprised of six parcels having an area of approximately 2.5 acres, identified on the Township Tax Maps as shown in **Figures 1A & 1B, Tax Map**. Each lot is identified below, including its street address and property owner, as follows:

- A. Block 9, Lot 11.01 – 25 Mitchell Street, German & Graciela Montesdeoca
  - B. Block 9, Lot 11.02 – 29 Mitchell Street, Anthony Dennis
  - C. Block 9, Lot 11.03 – 27 Mitchell Street, James Deza
  - D. Block 9, Lot 32 – 8-10 Central Avenue, 8 Central Ave Properties, LLC (the “Biddleman Site”)
  - E. Block 9, Lot 36 – 18 Central Avenue, Selecto-Flash, Inc. (the “Selecto-Flash Site”).\*
  - F. Block 7, Lot 22 – 4 Tompkins Street, Selecto-Flash, Inc. (the “Selecto-Flash Lot”).\*
- \* Township of West Orange (owner pending)

The parcels listed above include a range of residential, commercial, industrial, and vacant properties

The topography of the Redevelopment Area is relatively flat, as confirmed on the USGS Topographic Map as shown in **Figure 2, USGS Topographic Map**. The Redevelopment Area is delineated in **Figure 3, Aerial Photograph of Project Site**.

The Subject Parcels are located in the I Industry District and the R-M Multi-family Residences District as shown on **Figure 4, Zoning Map**. Block 9, Lots 11.01, 11.02, 11.03, 32 and 36 are located within the I Industry District and Block 7, Lot 22 is located within the R-M Multi-family Residences District. Residential uses are not a permitted use in the I Industry District, under Chapter 25 of the West Orange Zoning Regulations; however, three of the lots located in the I Industry District, Block 9, Lots 11.01, 11.02, and 11.03, are developed with residential uses as well as the southwestern portion of Block 9 along Mitchell Street. Furthermore, the R-M Multi-family Residences District includes the vacant site of Block 7, Lot 22, which is within the Redevelopment Area. To the west of the Redevelopment Area is the B-1 Retail Business District. This Redevelopment Plan establishes a new zoning that replaces and supersedes the previous zoning including residential uses among the permitted uses within the Redevelopment Area.

A review of New Jersey Department of Environmental Protection (the “NJDEP”) database reveals that the Selecto-Flash Site is a known contaminated site. Additionally, the Biddleman Site was previously subjected to the Industrial Site Recovery Act (the “ISRA”) until the case was withdrawn on May 15, 2006. However, the soil and groundwater contamination at the Biddleman Site appear to remain above the applicable NJDEP standards. Contamination consists of petroleum hydrocarbons associated with a heating oil underground storage tank (“UST”) and chlorinated volatile organic compounds (“VOCs”) associated with spills on site and an aboveground storage tank (“AST”) dating back to 1988. An ISRA General Information Notice (“GIN”) was submitted in 2005.

An initial Receptor Evaluation (“RE”) was due 1 year after discharge was discovered or remediation initiated. Based on the presence of chlorinated VOCs in the groundwater, a well search was to be completed 90 days following the discovery of groundwater contamination. Based on contaminated groundwater, a vapor intrusion (“VI”) investigation may be required considering old groundwater data exceeds the current VI Groundwater Screening Levels. According to NJDEP Dataminer, there was an obligation to acquire a Licensed Site Remediation Professional (“LSRP”) due November 4, 2009 and a LSRP Retention Form was to be completed 45 days after discharge or initiation of remediation. Based upon the information reviewed, it appears that an LSRP was not retained.

As existing documentation indicates that groundwater and soil contamination still exist on this property, NJDEP requires that a preliminary assessment and/or site investigation report be prepared for this property and that the site be fully remediated in accordance with the findings and recommendations of those reports. An **Environmental Constraints Map** is included as **Figure 5**.

### 1.3 REDEVELOPMENT GOALS AND OBJECTIVES

Through the adoption of this Redevelopment Plan, the Mayor, Township Council and Planning Board intend to achieve certain objectives for this Redevelopment Area as described below:

- A. To promote the environmental remediation of all properties in the CVBDA.
- B. To provide for the coordinated and orderly development of vacant Brownfield sites in a manner consistent with the Township Master Plan and the adjacent Harvard Press Redevelopment Plan, and State Development and Redevelopment Plan.
- C. To promote the revitalization of vacant and underutilized Brownfield sites and surrounding properties with opportunities for mixed-use development.
- D. To promote economic development opportunities that will generate private sector investment, produce new jobs, increase tax ratables, and expand income levels.
- E. To promote redevelopment that is compatible with the unique characteristics of the site including its location, passenger rail access, and a growing arts and cultural community.
- F. To improve the physical condition of the area by encouraging infrastructure improvements, including off-street parking, and providing for new development that will enhance the function of the area.
- G. To ensure high-quality redevelopment which minimizes nuisance impacts through appropriate buffering/screening, noise control, creative site plan layout, and access management.
- H. To ensure compliance with all applicable NJDEP and other governmental agency requirements and permits for Brownfields redevelopment.

### 1.4 PUBLIC UTILITIES AND INFRASTRUCTURE

The Central Avenue Redevelopment Area is served by the full spectrum of infrastructure necessary to support redevelopment including public water, storm sewers and sanitary sewers as well as private utility gas, electric and telephone service. It is anticipated that future utility improvements will be limited to connections and rehabilitation of any substandard utility segments located on-site. There will also be a need for site remediation associated with the past industrial use based upon future environmental investigation. If so, the installation, operation and maintenance of infrastructure for site remediation shall be factored into future redevelopment activity planned within the designated redevelopment area. The following utility improvement(s) shall be required as part of any designated redevelopment (the "Redeveloper"):

- A. The Redeveloper shall prepare a utility infrastructure plan for review and approval by the Township Engineer, New Jersey American Water ("NJAW") and other agencies with jurisdiction. All drainage improvements shall comply with NJAW and NJDEP stormwater management rules and regulations.
- B. All sanitary sewer and storm water flows shall be directed as determined by NJAW and the Township Engineer.
- C. All utilities and cabling systems required to serve the redevelopment area shall be installed underground unless a particular utility component or system is required to be above ground by law. In that case, utility installations that are required to be aboveground shall be exempt from the minimum and maximum building height requirements. However, any required above ground utility installations shall be screened from view.

As the Central Avenue Redevelopment Area is currently serviced by public water, sewer, electric and gas utilities, the intent of the Redevelopment Plan is to re-use these existing service connections, and upgrade as required. All associated permit and connection fees will be paid by the Redeveloper as required.

## 2. DEVELOPMENT REGULATIONS

### 2.1 GENERAL REGULATIONS

---

#### 2.1.1 Overview

Section 2, the Development Regulations, fulfills the requirement of N.J.S.A. 40A:12A-7a(2) to identify the land uses and building requirements of the Redevelopment Plan.

#### 2.1.2 Definitions

The use and understanding of terms shall be consistent with the definitions listed at 40A:12A-3 of the Local Redevelopment and Housing Law, 40:55D-3 to 40:55D-7 of the Municipal Land Use Law and Section 25-4 of the Township Zoning Code.

#### 2.1.3 Word Usage

- A. Words used in the present tense include the singular number as well as the plural.
- B. The word "lot" includes the word "plot."
- C. The phrase "used" includes "arranged," "designed," "intended," "constructed," "altered," "maintained," "occupied," "converted," "rented," "leased," or "intended to be used."
- D. The term "such as," where used herein, shall be considered as introducing a typical or illustrative rather than an entirely exclusive or inclusive designation of permitted or prohibited uses, activities, establishments or structures.
- E. "Shall" and "will" are mandatory.
- F. "May" and "should" are permissive.
- G. The word "person" includes an individual, corporation, partnership or any other legal entity.
- H. Either gender shall include the other.
- I. The word "includes" or "including" shall not limit the term to the specified example; but is intended to extend its meaning to all other instances of like kind and character.
- J. Any word or term not defined or referenced herein in Section 2 of this Redevelopment Plan shall be used with a meaning of standard usage as defined in Webster's New International Dictionary of the English Language, unabridged and latest edition.
- K. Whenever a term is used in this Section which is not defined, but which term is defined in the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), such term is intended to have the meaning as defined in the Municipal Land Use Law.
- L. The term "neighborhood commercial," where used herein, shall be considered as a commercial area, usually located on an arterial or collector street, providing convenience goods and services for residents of the surrounding area.

### 2.2 LAND USE REGULATIONS

---

The Central Avenue Redevelopment Area permits the following uses:

#### Permitted Uses:

- A. Parking, either off-street surface parking or parking garages, subject to regulations outlined in this plan, for the use of parcels located in another redevelopment area abutting this redevelopment area that are developed or to be developed for multi-family residential use.
- B. Public open space.

- C. Multi-family Residential uses, including affordable housing units. The ground (first) floor of a multi-family building may include residential, commercial, and or parking. Development must be in accordance with Township and State requirements as they pertain to development in flood zones to the extent applicable.
- D. Neighborhood Commercial uses, either stand alone or as part of a mixed-use development including multi-family residential use, having frontage on Central Avenue.
- E. Pocket park and/or other public amenity uses limited to Block 7, Lot 22.
- F. Warehouse, limited to parcels having frontage only on Central Avenue.
- G. Public Self-Storage Facility. In addition to other uses that may be permitted, Block 9, Lot 36 may be developed with up to 100,000 square feet for a public self-storage facility located above one level of parking. Said parking need not be enclosed or provided with a façade matching the building. Height, impervious coverage, building coverage, and other development standards shall be determined based on the engineering of the site to accommodate up to a 100,000 square feet public self-storage facility without the need for variances, exceptions, or waivers. Said height will not exceed the maximum height permitted for properties with street frontage on Central Avenue, nor shall the building exceed the maximum height permitted for properties having frontage on other streets in this redevelopment area. In addition to other uses permitted on Lot 22 in Block 7, this lot may be used in conjunction with or accessory to the development of Block 9, Lot 36 as provided herein.

**Accessory Uses:** All customary accessory uses associated with the above permitted uses.

The following bulk requirements pertain to the permitted mixed-use multi-family residential, neighborhood commercial, and warehouse uses:

| Item                                                                                                                                  | Permitted                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Mixed-Use Residential and Neighborhood Commercial</b>                                                                              |                                                                                                                    |
| Maximum Number of Residential Units Per Acre                                                                                          | 70                                                                                                                 |
| Maximum Building Height                                                                                                               | 55 feet, subject to additional regulations in plan                                                                 |
| Maximum Number of Stories                                                                                                             | 5, including parking facilities                                                                                    |
| Minimum Residential Unit Size                                                                                                         | 750 sf                                                                                                             |
| Minimum Amount of Non-Buildable Area, including Open Space, Pedestrian Areas (excluding hard surface sidewalks), and Landscaped Areas | 20 percent                                                                                                         |
| Maximum Building Coverage                                                                                                             | 70 percent                                                                                                         |
| Minimum Front Yard Setback                                                                                                            | Central Avenue: 7 feet, from the public right-of-way<br>Other street frontages: 12 feet, from public right of way. |
| Minimum Side Yard Setback                                                                                                             | 4 feet, from adjoining property boundary, except that parking area may be built within the side yard               |
| Minimum Rear Yard Setback                                                                                                             | 10 feet                                                                                                            |
| Minimum Number of Parking Spaces: Residential                                                                                         | One parking space per residential unit.                                                                            |
| <b>Warehouse</b>                                                                                                                      |                                                                                                                    |
| Maximum Building Height                                                                                                               | 40 feet                                                                                                            |
| Minimum Lot Area                                                                                                                      | 10,000 sf                                                                                                          |

|                                    |                                                                                      |
|------------------------------------|--------------------------------------------------------------------------------------|
| Minimum Lot Width                  | No minimum                                                                           |
| Minimum Front Yard                 | None required                                                                        |
| Minimum Side Front Yard-Corner Lot | None required                                                                        |
| Minimum Side Yards                 | None required but 6 feet when provided.<br>10 feet adjacent to residential lot line. |
| Minimum Rear Yard                  | 30 feet                                                                              |
| Maximum Building Coverage          | 60%                                                                                  |
| Maximum Lot Coverage               | 75%                                                                                  |
| Minimum Spacing Between Buildings  | 25 feet                                                                              |

### 2.2.1 Township Zoning Code

The requirements of Chapter 25, Land Use Regulations of the Township of West Orange Municipal Code shall control except as specifically altered or otherwise modified by the subject Redevelopment Plan.

## 2.3 ADDITIONAL REGULATIONS AND STANDARDS

The following requirements must be satisfied in conjunction with any new development within the Central Avenue Redevelopment Area:

### 2.3.1 Usage

All uses are subject to the performance standards of Section 25-7.1 of the Township Municipal Code.

### 2.3.2 General Parking Area Regulations

- A. Any proposed parking area shall be built subject to an approved parking plan, as approved by the Planning Board.
- B. Shared Parking: Applicants proposing to use shared parking as a means of satisfying off-street parking requirements shall submit a shared parking analysis to the Board that clearly demonstrates the feasibility of shared parking. The shared parking analysis address, at a minimum, the size and type of the proposed development, the anticipated rate of parking turnover, the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces, and the times at which anticipated peak parking and traffic loads for all uses will occur.
- C. Any Redeveloper must work in cooperation with the Township to provide additional parking opportunities to serve the surrounding neighborhood. This can include the identification and development of additional off-street parking or through a financial contribution by a redeveloper to the Township to further the Township's parking objectives in the vicinity of any redevelopment project constructed as permitted herein.
- D. Any proposed parking area shall provide adequate lighting, ventilation, and security.
- E. Any proposed parking garage shall have a maximum height of two levels above grade. Accessory structures on the highest level of a parking garage shall not exceed 10 feet in height above the parking surface on the highest level of the parking garage. Setbacks for a parking garage structure shall be the same as for a principal building.
- F. Any proposed parking structure that is part of any permitted use, except for public self-storage facility, shall have the same façade as the building façade to the maximum extent practicable.

- G. Parking lot design shall consider pedestrian circulation. Pedestrian crosswalks shall be provided and linked to the wider pedestrian network. Pavement textures shall be required on pedestrian access ways, and strongly encouraged elsewhere in the parking lot, as surfacing materials, or when used as accents.
- H. Parking lots shall meet New Jersey Americans with Disabilities Act requirements for handicapped parking.
- I. Parking lots shall be built to provide shade and visual relief, subject to site plan review and approval.
- J. Parking lots having two or more drive aisles shall provide sufficient drive aisle width to permit the safe circulation of vehicles.
- K. Parking lots for all uses, including warehouse uses, shall be paved, contain parking space striping, appropriate wayfinding signage, and related improvements to ensure the safe and efficient operation of the parking area.
- L. The Redeveloper shall design any proposed improvements to comply with applicable flood hazard area regulatory requirements and shall demonstrate that the proposed improvements will operate safely during design storm events.

### 2.3.3 Residential Building and Site Design Standards

Buildings shall be designed to be attractive and aesthetically pleasing, as the West Orange Planning Board may deem appropriate, and using the following standards, some of which are applicable to the Mixed Use Business Residential (MUBR) zone.

- A. Buildings shall have a defined base and cap. The base may align with the sill level of the first floor, the foundation edge, or the ground with foundation plantings. The cap of the building includes the building cornice, parapet or eaves at the top of the building wall. The roof may be of a "flat design", but shall have decorative treatments such as "dormers" or false windows to add dimension and elegance to the building. A total "flat surface" type structure shall be avoided. Long, blank wall expanses are discouraged.
- B. Fire escapes are not permitted on the front facade (wall) of a building.
- C. All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications devices shall be screened from public view, by using walls, roof elements, penthouse-type screening devices or landscaping, designed to be architecturally compatible with the building's style, materials, colors and details.
- D. Principal buildings having frontage on streets other than Central Avenue shall limit the building height to a maximum of 35 feet within 100 feet of those street frontages. Floors above the first floor shall be recessed back an additional five feet from the top of front façade of the first floor.
- E. Buildings where a portion of the structure is set back within four feet of the adjoining property boundary line shall have the stories above the first story recessed, or terraced, to provide an attractive side yard. The use of terraces and faux window treatments is encouraged to provide a unique architectural feel.
- F. Building(s) are encouraged to have an attractive and easily identifiable entry with a canopy or awning of an appropriate dimension as approved by the Planning Board.
- G. Buildings shall have quality brick, stone, or other materials so as to appear unique; promoting an "elegant, charming, quaint, or village-like" sense of place.
- H. Internally illuminated signs, particularly "lightbox" signs, are prohibited in the entire Central Avenue Redevelopment Area.
- I. Signs shall not obscure architectural elements such as clerestory windows nor span across structural bays or columns. Signs shall be subordinate to the building's facade, not overwhelming, but rather in keeping with the building design.
- J. Buildings, including parking areas, shall be well illuminated, with the windows of residences screened from direct or harsh lighting. Building and sign illumination by bare floodlight, blinking or flashing bulbs is prohibited.

- K. Awnings are permitted, provided they add to the aesthetics of the building, as solely determined by the Planning Board.
- L. Way finding signage is permitted and shall be consistent with other streetscape elements.
- M. Decorative lighting fixtures shall be used on the building and along the street edge and within the private parking areas and walkways to establish a consistent lighting design theme. This requirement shall include building accent lighting.
- N. "Washing" the entire building facade in light is prohibited.

#### 2.3.4 Landscaping

- A. A buffer strip at least five feet wide shall be located along any side or rear property line contiguous to a residential use. A buffer strip shall be planted and maintained in perpetuity with trees and shrubbery of such sizes and densities as to adequately screen the buildings from such abutting a use in a residential zone.
- B. All land areas not covered with buildings, parking, or other impervious surfaces shall be landscaped with suitable materials. Landscaping shall consist of trees, shrubs, ground cover, perennials, and annuals individually or in combination and may include inanimate materials such as rocks, water, sculpture, art, walls fences, and paving materials. The landscape plan and all planting shall be subject to Planning Board review and approval.
- C. The landscape plan and all plantings shall complement the building(s) and accentuate important features. Plants shall be chosen for year-round interest including color, flowers, bark interest or branching patterns. Hardy native plants shall be used where possible.
- D. Existing healthy and mature trees shall be retained and incorporated into the landscape plan where possible.
- E. The use of planters, window flower boxes and hanging baskets is encouraged to provide seasonal color.

#### 2.3.5 Sidewalks and Pedestrian Pathways

- A. Sidewalks shall be wide enough to handle pedestrians and, together with the area within the front or rear yard setback, be sufficient to accommodate benches, planters and street tree lights where appropriate. Sidewalks along the perimeter of a residential building shall be a minimum of four feet (4') wide. Sidewalks shall have a similar design and material content as walkways.
- B. Pedestrian walkways, located within a residential project shall be raised and curbed along buildings and within parking areas where suitable. Scored or decorative concrete, having a limited number of raised areas, shall be the preferred material. All walkways and paved areas not within the public right of way shall use appropriately colored pavers, at the option of the redeveloper. All specific designs shall be subject to Planning Board approval.
- C. Barrier-free walkway systems and entrances to buildings shall be provided to allow pedestrian access to buildings, or uses, from parking lots and public sidewalks.

#### 2.3.6 Loading and Service Areas

Trash receptacles, dumpsters, enclosure areas, and utility boxes shall be placed in the side or rear of the building(s) situated to be visually unobtrusive. Service areas shall be in or next to ground level parking areas and shall be located behind buildings or designed to fit into the streetscape. Screening of trash and other service areas shall be subject to review and approval of the Planning Board.

#### 2.3.7 Fences and Walls

Fences and walls in public areas shall be constructed to match the architectural detail of the principal structure. Fences and screen walls shall have a maximum height of four feet, except that fences and screen walls may have a maximum height of six feet when used to screen service area enclosures.

#### 2.3.8 Outdoor Storage

The storage of any materials, products, debris, signs, or any bulk item on any property or premises is prohibited.

#### 2.3.9 Traffic Plan

A traffic circulation plan shall be submitted by the applicant to the Planning Board for their review and approval.

#### 2.3.10 Shared Parking Analysis

If shared parking is proposed by the applicant, a shared parking analysis shall be submitted by the applicant to the Planning Board for their review and approval.

#### 2.3.11 Signage

The Redeveloper will adhere to all signage requirements as listed in Section 25-15 of the Township Zoning Code.

#### 2.3.12 Affordable Housing

Affordable housing units may be provided in the redevelopment area within a residential or mixed-use building. To the extent that a Redevelopment Project creates a requirement for affordable housing units subject to applicable State regulations, the Redeveloper shall be responsible for satisfying any such affordable housing requirement.

#### 2.3.13 Utilities

Utilities servicing the site shall be approved and operated in accordance with all applicable regulations.

### 2.4 DEVELOPMENT PLAN AND REVIEW

---

#### 2.4.1 Staff Employment

The Township may employ or contract for and fix compensation of such experts and other staff and services as it may deem necessary, including, but not limited to, architecture, economic, engineering, environmental, landscape architecture, legal, planning, and transportation consulting services. The Township, however, shall not authorize expenditures which exceed, exclusive of gifts, grants or escrow accounts, the amounts appropriated for its use.

#### 2.4.2 Site Plan Review Advisory Board

The Site Plan Review Advisory Board ("SPRAB") shall assist the Township and the Planning Board with the review of applications requiring major site plan review. The SPRAB may review the technical merits of applications for development, including but not limited to, architectural design, engineering design, environmental protection, design of public infrastructure and amenities, site planning, design of the transportation system, conformance to law and other areas that are determined to lie within the expertise of the SPRAB.

#### 2.4.3 Pre-Application Conference

The applicant shall be notified, in writing not less than seven days before, of the date on which the application shall be reviewed by the SPRAB. The applicant shall be invited to attend the review meeting, either alone or accompanied by an attorney and any other experts the applicant chooses. Recommendations shall be issued in writing, then filed with the Secretary of the proper Board and a copy shall be mailed to the applicant.

#### 2.4.4 Application for Development

The Application for Development shall be submitted in such form, and accompanied by such maps, documents, and materials as are prescribed in Article 11 of Chapter 33 of the Township of West Orange Planning and Development Regulations and with the following additional submission requirements:

1. Design drawings for any portion of the facility to be constructed as part of the development application.
2. A copy of any protective covenants or deed restrictions applying or to be applied to the subject land, excepting concept plans.
3. Any existing or proposed easement or land dedicated or reserved for public use.
4. A list of all required regulatory approvals at the municipal, county, state, and federal level of government and their status.
5. All accompanying professional reports determined necessary for a comprehensive review: engineering and fiscal impact should be submitted as part of the site plan application if not available at SPRAB.

#### 2.4.5 Public Hearing & Notice

Any action towards the certification of consistency of a redevelopment project within this Redevelopment Plan by the Township shall be taken at a public hearing of the Township that is open to the public. The Redeveloper shall provide notice to the public in the official newspaper of the Township at least 10 days prior to said hearing.

#### 2.4.6 Planning Board Review

1. Site plan review shall be conducted by the Planning Board pursuant to N.J.S.A. 40:55D-1 et seq. Site plan review shall consist of a preliminary site plan application and a final site plan application.
2. The Planning Board may grant deviations from the strict application of the regulations contained within this Redevelopment Plan, except those standards and regulations specified in paragraph 3 below, in accordance with the provisions of N.J.S.A. 40:55D-60 and -70c.
3. No deviations shall be granted that result in any of the following effects or conditions:
  - a. To allow a use not specifically permitted within this Redevelopment Plan
  - b. Alteration of the location, street type, right-of-way and cartway width of any street, except for minor adjustments to meet good engineering practice as determined by the Township Engineer.
  - c. Deviation from contractual obligations of the Redeveloper to the Township.

#### 2.4.7 Escrow Fee

The Redeveloper seeking approvals pursuant to this Redevelopment Plan shall establish an escrow account with the Township from which any consultants necessary for the review of the redevelopment project shall be paid. Such escrow accounts shall be in accordance with N.J.S.A. 40:55d-53.2. The Township shall adopt a fee schedule by resolution and may amend it from time to time as circumstances warrant.

#### 2.4.8 Performance Guarantee

Where the construction or extension of any utility improvements or right-of-way improvements are required in conjunction with the Central Avenue Redevelopment Area, performance guarantees for these improvements shall be posted prior to the issuance of any building permits for the Central Avenue Redevelopment Area. Such performance guarantees shall be in accordance with the procedures N.J.S.A. 40:55D-53 except that the Township shall substitute for the governing body.

### 3. PLAN IMPLEMENTATION

#### 3.1 PLAN IMPLEMENTATION

---

##### 3.1.1 Acquisition and Relocation Plan

The Redevelopment Plan is for the properties known as Block 9, Lots 11.01, 11.02, 11.03, 32 and 36 and Block 7, Lot 22 which are owned by those listed in Section 1.2 of this Redevelopment Plan. Five of the six subject parcels are currently utilized by commercial tenants and Township residents. Therefore, there may be a need for relocation of residents and businesses within the redevelopment area. As a Condemnation Redevelopment Area, the Township and redevelopment entity have the power to take or acquire the property through condemnation in furtherance of the Redevelopment Plan. This Redevelopment Plan and amendments, revisions, or modifications thereof shall be in full force and effect for a period of 20 years from the date of approval of the last amendment to this Redevelopment Plan.

##### 3.1.2 Construction Timeline

Construction is to be determined per the Redeveloper's agreement with the Redeveloper and the Township.

### 4. RELATIONSHIP TO OTHER PLANS

#### 4.1 RELATIONSHIP TO OTHER PLANS

---

Pursuant to N.J.S.A. 40A:12A-7.a (5), a Redevelopment Plan shall include a discussion that examines:

Any significant relationship of the Redevelopment Plan to:

- (a) the master plans of contiguous municipalities,
- (b) the master plan of the county in which the Township is located, and
- (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act", P.L.1985, c. 398 (C.52:18A-196 et. seq.) (the "State Planning Act").

This section examines the relationship between this Redevelopment Plan and the Master Plans of contiguous municipalities, specifically the City of Orange, the City of Orange Central Valley Redevelopment Plan, and the State Plan, as defined herein. In each of these cases, this Redevelopment Plan is substantially consistent.

#### 4.2 CONTIGUOUS MUNICIPALITIES

---

The Township of West Orange is a landlocked municipality bordered by several municipalities. For the purposes of this review, the Redevelopment Plan is closest to the City of Orange, which has adopted the Central Valley Redevelopment Plan adjacent to the municipal boundary. This redevelopment plan, the neighboring Harvard Press Redevelopment Plan adopted by the Township, and the City of Orange Master Plan and the Central Valley Redevelopment Plan all recommend the redevelopment of the CVBDA. This Redevelopment Plan is therefore substantially consistent with the master plan and redevelopment plans of contiguous municipalities.

#### 4.3 NEW JERSEY STATE DEVELOPMENT AND REDEVELOPMENT PLAN

---

The New Jersey State Development and Redevelopment Plan (the "State Plan") provides a flexible framework for smart growth with an emphasis on promoting new development in designated centers, protecting environmentally sensitive environs, encouraging Brownfield redevelopment and revitalizing the State's cities. This Redevelopment Plan is a smart growth initiative that encourages redevelopment of already developed areas, specifically those more vulnerable areas that have suffered economic displacement from the elimination of previous industry. This

Redevelopment Plan also advances the reuse of a vacant industrial Brownfield site and supports the Township's economic revitalization program. The State Plan incorporates multiple goals that are advanced by this Redevelopment Plan including:

1. Revitalize the State's Cities and Towns.
2. Promote Beneficial Economic Growth, Development and Renewal for All Residents of New Jersey.
3. Protect the Environment, Prevent and Clean Up Pollution.
4. Encourage Sound and Integrated Planning and Implementation Statewide.

It is also noted that the Township is in the Metropolitan Planning Area, PA1, under the State Plan, which describes the Area as follows, "Provides for much of the state's future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities." The Redevelopment Plan is consistent with the purpose of the Metropolitan Planning Area and State Plan, which designate the Township for growth.

#### 4.4 TOWNSHIP OF WEST ORANGE MASTER PLAN

The Township of West Orange is currently engaged in several initiatives to promote the remediation and redevelopment of underutilized Brownfield sites. West Orange has an on-going partnership with State agencies to remediate vacant Brownfield properties and prepare sites for redevelopment. These include the implementation of a residential redevelopment plan for the adjacent Harvard Press Redevelopment Area and downtown Historic West Orange. This Redevelopment Plan is another prominent example of the Township's proactive approach to planning and reclamation of Brownfield sites. The subject Redevelopment Plan will facilitate this process and is consistent with the following Master Plan objectives and principles:

##### Objectives

- Guide appropriate long range development of lands within the Township in a manner which will promote the health, safety, and general welfare of present and future residents.
- Ensure compatibility with the development and general welfare of other jurisdictions.
- Encourage the preservation of neighborhoods and the environment.
- Provide sufficient space for balanced growth and development for residential, recreational, commercial/retail, industrial and open space uses in a manner that would provide balanced growth and development.
- Promote a desirable visual environment through creative development techniques and good civic design and arrangements.
- Provide for the housing needs of senior citizens and low and moderate income households.
- Improve and maintain existing residential neighborhoods by encouraging rehabilitation of existing dwellings and new residential construction at suitable densities.
- Coordinate public and private procedures and activities that influence land development in the Township.
- Encourage economic development and redevelopment that is compatible with the suburban character of the Township with particular sensitivity to existing residential neighborhoods. As commercial and industrial facilities become obsolete and outdated, efforts should be made to rehabilitate and revitalize these areas prior to, or in lieu of, the development of existing open space.
- Utilize available Federal, State and County level funding sources to improve and revitalize the community.

##### Principles

- Encourage appropriate residential development, whether single family or cluster housing, in locations and densities that are consistent with existing zoning and development patterns and that can be properly served.
- Properly locate public, commercial/retail, industrial, residential and service uses at sites and locations which are suitable for their use environmentally, economically, and geographically, and can be adequately serviced by public infrastructure.
- Protect natural features and environmental resources including, but not limited to, floodplains, wetlands, woodlands, steep slopes, ridgelines, and areas valuable as scenic, historical, cultural, or recreational resources.
- Maintain the existing scale of the community by limiting the intensity of commercial/retail, industrial and residential development to assure compatibility with existing neighborhood character.

This Redevelopment Plan is consistent with the Land Use Plan of the West Orange Master Plan which designates the site for residential/mixed use. The Master Plan also states "they should consider expanding the Harvard Press Redevelopment Area to include nearby properties in order "to promote the comprehensive redevelopment for new uses that would contribute to West Orange's tax base, while taking advantage of proximity to the Highland Avenue railroad station. Provision of additional parking to support development in this area is also encouraged."" (Township of West Orange 2010 Master Plan Reexamination Report, p. 35).

#### 4.5 PERMITTED REDEVELOPMENT ACTIONS

The following actions may be taken to effectuate the Redevelopment Plan and address the conditions that contribute to its underutilization and need for redevelopment:

- A. Undertake redevelopment projects and for this purpose issue bonds in accordance with the provisions of section 29 of P.L. 1992, c.79 (C.40A:12A-29).
- B. Provide infrastructure improvements necessary to support new development including but not limited to roadway, bulkhead, water and sewer service, drainage and environmental controls.
- C. Undertake site remediation in compliance with NJDEP and requirements.
- D. Demolish existing structures, rehabilitate existing structures and construct new structures in furtherance of this redevelopment plan.
- E. Provide financial incentives in support of redevelopment implementation including short-term and long-term tax incentives.
- F. Other actions that may be necessary for implementation of the redevelopment plan subject to authorization of the approving authority.

#### 4.6 ADMINISTRATION OF THE REDEVELOPMENT PLAN

The following administrative provisions shall apply to the adopted Redevelopment Plan:

- A. To the extent that it conflicts with current zoning, this Redevelopment Plan shall replace and supersede any and all previous zoning that governs this area designated as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-7(c) of the Local Redevelopment and Housing Law.
- B. All development within the Central Avenue Redevelopment Area shall be consistent with the provisions of the Redevelopment Plan including but not limited to permitted uses, bulk requirements, and special development requirements set forth herein.
- C. The Redevelopment Plan shall be implemented consistent with the requirements of N.J.S.A. 40A:12A-8 of the Local Redevelopment and Housing Law for the effectuation of redevelopment plans.
- D. The Township or its designated redevelopment entity may enter into agreements, leases, deeds and other instruments with a Redeveloper(s) for the purpose of effectuating the Redevelopment Plan consistent with the requirements of N.J.S.A. 40A:12-A9 of the Local Redevelopment and Housing Law.

- E. A site plan, subdivision plan, architectural plan and other information typically required as part of the Township's development application checklist (Section 33-11 Township Zoning Ordinance) shall be submitted by the Redeveloper(s) for Planning Board review and approval prior to commencement of new construction, rehabilitation of existing structures or a change in use in order to determine compliance with the adopted redevelopment plan. Site Plan review shall be conducted by the Planning Board in accordance with the Municipal Land Use Law N.J.S.A. 40:55D-1 et seq. No permits shall be issued without prior review and approval of the Planning Board.
- F. The Planning Board may grant relief from the bulk, parking and sign requirements of the adopted Redevelopment Plan as well as other standards contained herein where there is a hardship or the granting of such relief will promote the purposes of said plan consistent with the standard established at N.J.S.A. 40:55D-70(c). In no event shall relief be granted by the Planning Board to provide a use or facility that is not permitted by the Redevelopment Plan.
- G. All applications for development within the Redevelopment Area shall provide public notice in accordance with the Municipal Land Use Law N.J.S.A. 40:55D-12.
- H. The designated Redeveloper(s) shall cover the cost of professional services incurred by the Township for administration, review of projects, preparation of the Redevelopment Plan and implementation of redevelopment projects including but not limited to: legal, engineering, planning, environmental, real estate, traffic/parking and urban design services. Said services shall be paid through escrow accounts established in accordance with Section 25-55 of the Township zoning ordinance and by agreement with the Township.
- I. The Redevelopment Plan shall be in effect for a period of 20 years from the date of original adoption by the Township Council or its complete implementation, whichever the lesser. Said Redevelopment Plan may be amended from time to time upon authorization by the Township Council and review by the Planning Board in accordance with N.J.S.A. 40A:12A-7 of the Local Redevelopment and Housing Law.
- J. A financial agreement may be prepared and executed upon the Township's or the redevelopment entity's selection and designation of a Redeveloper(s) for this Redevelopment Area. The Township shall designate a Redeveloper(s) to effectuate the Redevelopment Plan and no development may be undertaken by an entity other than the designated Redeveloper.
- K. The terms and conditions of all prior approvals granted by the Planning Board or Zoning Board of Adjustment shall remain in full force and effect.

---

**APPENDIX A**  
**TOWNSHIP OF WEST ORANGE PLANNING BOARD RESOLUTION NO. 16-03**

**RESOLUTION OF THE PLANNING BOARD**

**TOWNSHIP OF WEST ORANGE**

WHEREAS pursuant to N.J.S.A. 40A:12A the Local Redevelopment and Housing Law (the "LRHL") the Planning Board was directed by the West Orange Township Council pursuant to Resolution #120-16 adopted on May 3, 2016, and Resolution 138-16 adopted on June 14, 2016, to conduct a preliminary investigation in order to investigate the area listed therein (Block 9, Lots 11.01, 11.02, 11.03, 32 & 36 and Block 7, Lot 22 i.e. the "Study Area") to determine if any or all of it should be designated a Condemnation Area in Need of Redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "LRHL"); and

WHEREAS the firm of Matrix New World Engineering was engaged to conduct a study and make recommendations as to whether any or all of the properties within the Study Area met the criteria as a Condemnation Area in Need of Redevelopment; and

WHEREAS Matrix New World Engineering did conduct a study and prepare a report dated July 11, 2016 (the "Report"); and

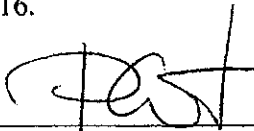
WHEREAS the Planning Board conducted a public hearing at a meeting held on September 7, 2016 after notice and hereby makes the following findings:

1. The Board having received the Report from Matrix New World Engineering and having heard testimony from Peter Van den Kooy, P.P., AICP, and having provided an opportunity for public comment, and having deliberated on the matter, hereby determines there are sufficient reasons to find that the Study Area meets the statutory criteria as a Condemnation Area in Need of Redevelopment

IT IS HEREBY RECOMMENDED:

That the Township Council authorize the preparation of a redevelopment plan for the Study Area.

IN WITNESS WHEREOF, the Board has caused this Resolution to be executed by its Chairman and Secretary on the 5<sup>th</sup> day of October, 2016.

  
\_\_\_\_\_  
Ron Weston, Chairman

  
\_\_\_\_\_  
Robin Miller, Secretary

---

**APPENDIX B**  
**TOWNSHIP OF WEST ORANGE COUNCIL RESOLUTION NO. 228-16**

**RESOLUTION**

*A Resolution Determining that the Properties Identified as Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 and Block 7, Lot 22 Be Designated as An Area In Need of Redevelopment in Accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq.*

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") authorizes municipalities to determine whether certain parcels of land located therein constitutes a condemnation area in need of redevelopment; and

**WHEREAS**, on May 3, 2016, the Township Council for the Township of West Orange (the "Council") adopted Resolution 120-16 authorizing the Planning Board for the Township of West Orange (the "Planning Board") to conduct a preliminary investigation to determine whether certain properties, identified as Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 on the Township of West Orange Tax Map, inclusive of any and all streets, "paper" streets, private drives and right of ways (the "Study Area") meet the criteria set forth as an appropriate condemnation area for consideration for the program of redevelopment; and

**WHEREAS**, the designation as a condemnation area did not, nor does not, reflect a decision to implement condemnation proceedings, but to reserve the right to utilize condemnation should the need arise; and

**WHEREAS**, on June 14, 2016, the Council adopted Resolution 138-16 to supplement the Study Area to add the property identified as Block 7, Lot 22 on the Township of West Orange Tax Map; and

**WHEREAS**, the Planning Board conducted a preliminary investigation of the Study Area to determine whether it should be designated as a Condemnation Area In Need of Redevelopment in accordance with the criteria and procedures set forth in N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-6; and

**WHEREAS**, as part of the preliminary investigation, Matrix New World ("Matrix") 26 Columbia Turnpike, Florham Park, New Jersey prepared an Area in Need of Redevelopment Study (the "Redevelopment Study") and presented the Redevelopment Study to the Planning Board for its consideration in determining whether the Study Area should be designated as an Area in Need of Redevelopment; and

**WHEREAS**, in addition to the foregoing, Matrix prepared a map showing the boundaries of the Study Area and locations of the parcels of property included therein, along with a statement setting forth the basis for its investigation in accordance with N.J.S.A. 40A:12A-6(b)(1); and

**WHEREAS**, a public hearing was conducted by the Planning Board on September 7, 2016, with notice having been properly given pursuant to N.J.S.A. 40A:12A-6(b)(3); and

**WHEREAS**, after completing its investigation and public hearing on this matter, the Planning Board concluded that there was sufficient credible evidence to support findings that satisfy the criteria set forth in the Redevelopment Law, particularly at N.J.S.A. 40A:12A-5 et seq., for designating the Study Area as a Condemnation Area in Need of Redevelopment and said designation is necessary for the effective redevelopment of the area comprising the Study Area; and

**WHEREAS**, the Planning Board further concluded that there was sufficient credible evidence to support the finding that the designation of the Study Area as a Condemnation Area in Need of Redevelopment would authorize the municipality, if necessary, to exercise the power of eminent domain to acquire any property in the Study Area; and

**WHEREAS**, in accordance with the Redevelopment Law and as memorialized by Resolution 16-03, dated October 5, 2016, annexed hereto as Exhibit "A," the Planning Board recommended to the Council that Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 and Block 7, Lot 22 be designated as a Condemnation Area in Need of Redevelopment; and

**WHEREAS**, the Council considered the Planning Board's recommendation at its regularly scheduled public meeting on October 26, 2016 and held a public hearing with public comment; and

**WHEREAS**, on May 3, 2016, the Council adopted Resolution 121-16 which authorized the retention of Matrix to prepare a Redevelopment Plan as part of its appointment as the Licensed Site Remediation Professional ("LSRP") to assist the Township in its efforts regarding the investigation and cleanup of the an area which includes the Study Area; and

**WHEREAS**, in order to effectuate the Counsel's designation of the Study Area as a Condemnation Area in Need of Redevelopment, the preparation of a Redevelopment Plan and presentation to the Planning Board and Counsel is required.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council hereby accepts the recommendation from the Planning Board of the Township of West Orange and finds that Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 and Block 7, Lot 22 as shown on the official tax map of the Township of West Orange be and are hereby deemed to be a Condemnation Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

**BE IT FURTHER RESOLVED**, that the designation of Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 and Block 7, Lot 22 as a Condemnation Redevelopment Area shall authorize the Township to exercise the power of eminent domain to acquire any property in the Study Area in the event it is determined that such acquisition is necessary; and

**BE IT FURTHER RESOLVED**, that the Township hereby reserves all other authority and powers granted to it under the Redevelopment Law; and

**BE IT FURTHER RESOLVED**, that the Clerk of the Township of West Orange shall forthwith transmit a copy of the within Resolution to the Commissioner of the Department of Community Affairs for review; and

**BE IT FURTHER RESOLVED**, that within ten (10) days of the Township Council's adoption of the within Resolution, the Clerk of the Township of West Orange shall serve notice of the Township Council's determination and the within Resolution upon all record owners of property within the Condemnation Redevelopment Area, those whose names are listed on the Tax Assessor's records, and upon each person who filed a written objection thereto and stated, in or upon the written submission, an address to which notice of the determination and Resolution may be sent and upon the Commissioner of the New Jersey Department of Community Affairs; and

**BE IT FURTHER RESOLVED**, that Matrix, having been previously retained by the Township, is authorized and directed to prepare a Redevelopment Plan for the Study Area, including an outline for the planning, development and redevelopment of the Study Area pursuant to N.J.S.A. 40A:12A-7 and present same to the Planning Board and Township Council; and

**BE IT FURTHER RESOLVED**, that the Planning Board shall transmit a report containing its recommendation concerning the Redevelopment Plan to the Township Council. The Planning Board Report shall include an identification of any provisions in the proposed Redevelopment Plan which are inconsistent with the Master Plan and recommendations concerning these inconsistencies and any other matters as the Planning Board deems appropriate; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Township Clerk, Chief Financial Officer and Township Planning Board and Planning Board Secretary; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

---

**Karen J. Carnevale, R.M.C.**  
**Township Clerk**

---

**Victor Cirilo**  
**Council President**

**Adopted: October 26, 2016**

4841-0059-0906, v. 1

---

**APPENDIX C**  
**TOWNSHIP OF WEST ORANGE COUNCIL RESOLUTION NO. 120-16**

**RESOLUTION**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, provides a mechanism to empower and assist local governments in efforts to promote programs of redevelopment; and

**WHEREAS**, the Township of West Orange (the "Township") desires to explore whether the real properties located between Central Avenue and Mitchell Street and more commonly known as Block 9, Lots 11.01, 11.02, 11.03, 32, and 36 on the Township of West Orange Tax Map, inclusive of any and all streets, "paper" streets, private drives and right of ways (the "Study Area") may be an appropriate area for consideration for the program of redevelopment; and

**WHEREAS**, the Study Area currently has a high vacancy rate for retail stores located thereon and that has remained as such for an extended period of time; and

**WHEREAS**, the Local Redevelopment and Housing Law sets forth a specific procedure for establishing an area in need of redevelopment; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:12A-6*, prior to the Township making a determination as to whether the Study Area qualifies as an area in need of redevelopment, the Township Council must authorize the Planning Board, by resolution, to undertake a preliminary investigation to determine whether the Study Area meets the criteria of an area in need of redevelopment set forth in *N.J.S.A. 40A:12A-5*; and

**WHEREAS**, the Township Council wishes to direct the Township of West Orange Planning Board to undertake such preliminary investigation to determine whether the Study Area meets the criteria for designation as an area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-5* and in accordance with the investigation and hearing process set forth at *N.J.S.A. 40A:12A-6*

120-16  
May 3, 2016

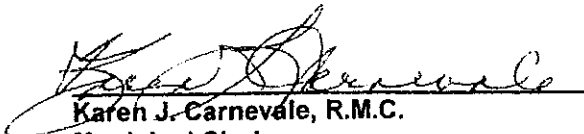
**NOW, THEREFORE, BE IT RESOLVED** that the Township Council hereby directs the West Orange Township Planning Board to conduct the necessary investigation and to hold a public hearing to determine whether the Study Area defined hereinabove qualifies for designation as an area in need of redevelopment under the criteria and pursuant to the public hearing process set forth in *N.J.S.A. 40A:12A-1, et seq.*; and

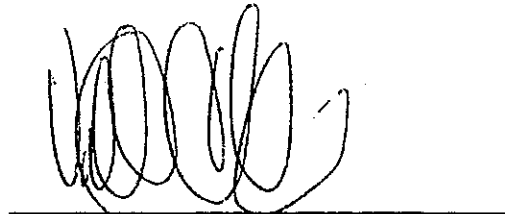
**BE IT FURTHER RESOLVED** that the redevelopment area determination shall further authorize the municipality to use all those powers provided by the New Jersey Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as "Condemnation Redevelopment Area").

**BE IT FURTHER RESOLVED** that the Planning Board shall submit its findings and recommendations to the Township Council in the form of a Resolution with supportive documentation.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Township Clerk, Chief Financial Officer and Township Planning Board and Planning Board Secretary.

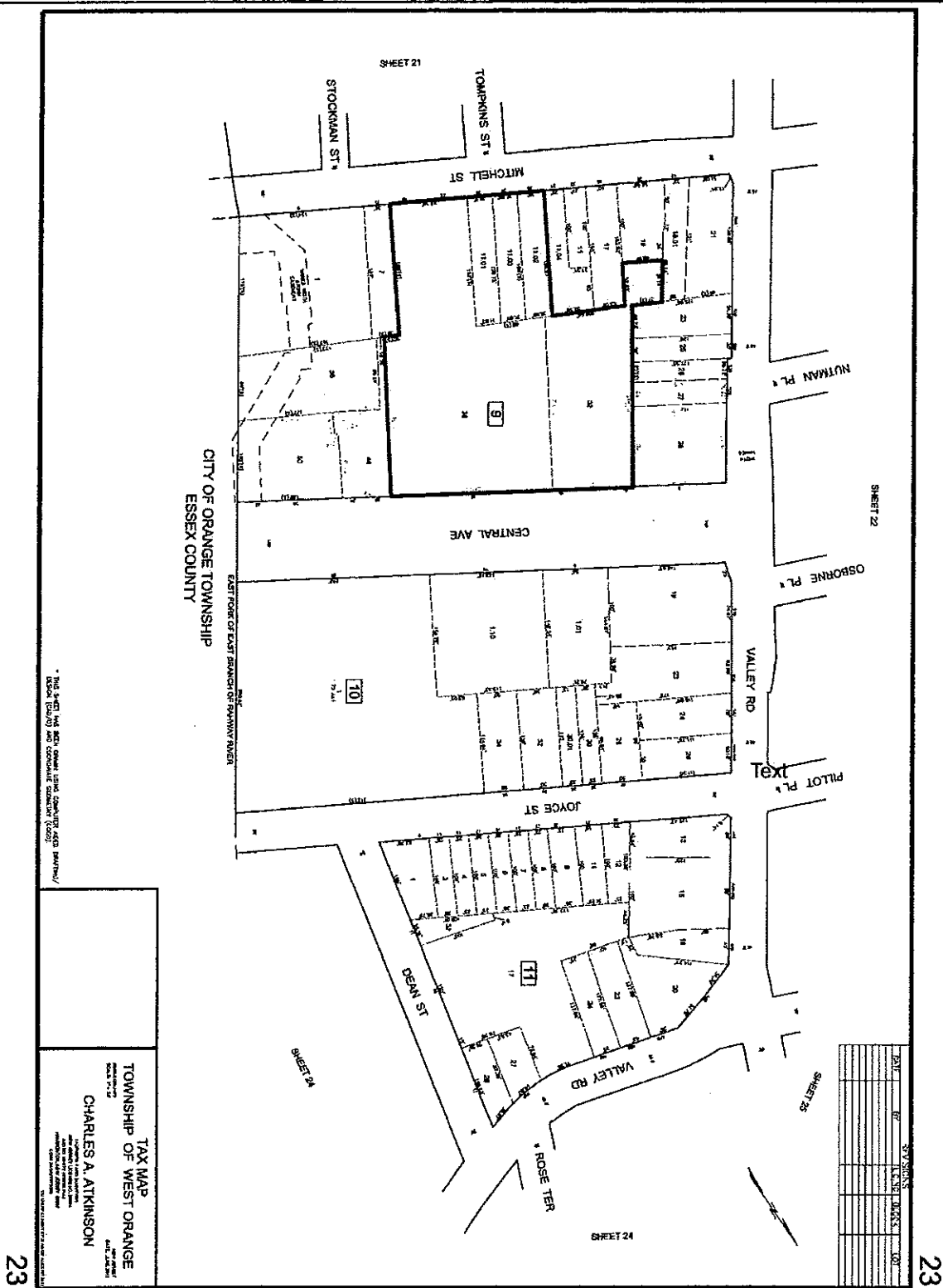
**RESOLVED**, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

  
Karen J. Carnevale, R.M.C.  
Municipal Clerk

  
Victor Cirilo  
Council President

Adopted: May 3, 2016

4829-7360-1329, v. 1



## TAX MAP

**MATRIXNEWORLD**

Engineering Progress

Matrix New World Engineering,  
 Land Surveying and Landscape Architecture, P.C.  
 26 Columbia Turnpike  
 Florham Park, New Jersey 07932  
 WBE/DBE/SBE

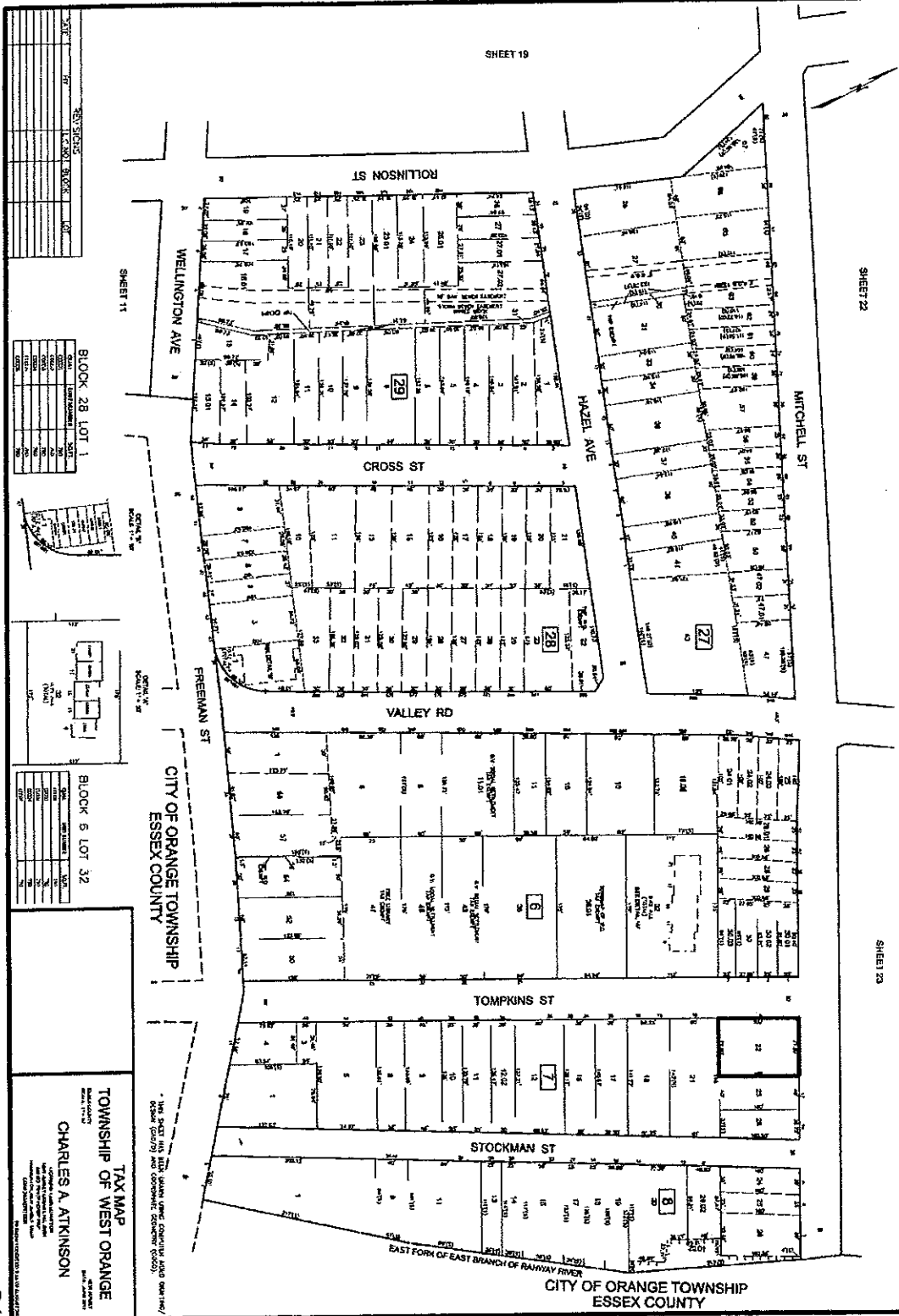
Tel: 732-588-2999

Fax: 973-240-1818

www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT**  
**BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36**  
**AND BLOCK 7, LOT 22**  
**TOWNSHIP OF WEST ORANGE**  
**ESSEX COUNTY, NEW JERSEY**

|              |              |          |           |             |
|--------------|--------------|----------|-----------|-------------|
| SCALE:       | DATE:        | JOB NO.: | DRAWN BY: | FIGURE NO.: |
| Not to scale | MAY 27, 2016 | 10560101 | MM        | 1A          |



## TAX MAP (CONTINUED)

**MATRIXNEWORLD**

Engineering Progress

Matrix New World Engineering,  
 Land Surveying and Landscape Architecture, P.C.  
 26 Columbia Turnpike  
 Florham Park, New Jersey 07932  
 WBE/DBE/SBE

Tel: 732-588-2999  
 Fax: 973-240-1818  
 www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT**  
**BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36**  
**AND BLOCK 7, LOT 22**  
**TOWNSHIP OF WEST ORANGE**  
**ESSEX COUNTY, NEW JERSEY**

SCALE:

Not to scale

DATE:

MAY 27, 2016

JOB NO.:

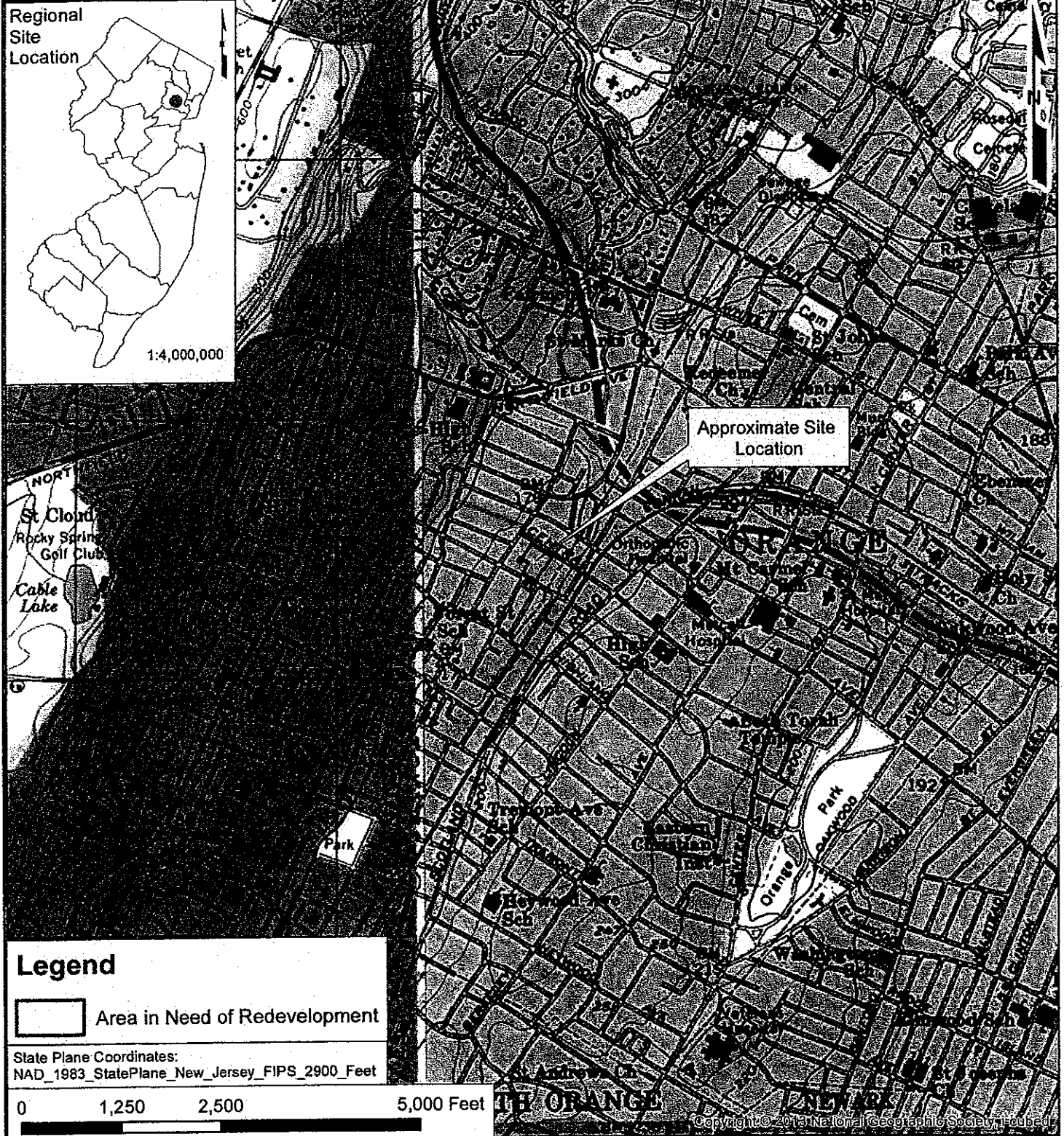
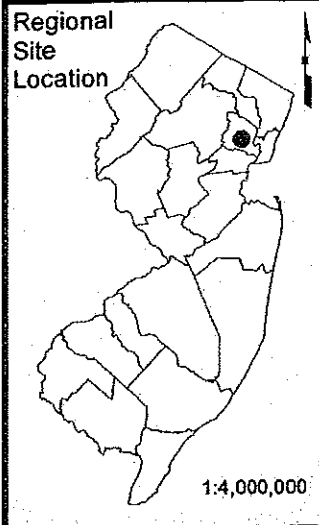
10560101

DRAWN BY:

MM

FIGURE NO.:

1B



## Legend

Area in Need of Redevelopment

State Plane Coordinates:  
NAD\_1983\_StatePlane\_New\_Jersey\_FIPS\_2900\_Feet

0 1,250 2,500 5,000 Feet

## USGS TOPOGRAPHIC MAP

## MATRIXNEWORLD

Engineering Progress

Matrix New World Engineering,  
Land Surveying and Landscape Architecture, P.C.  
26 Columbia Turnpike  
Florham Park, New Jersey 07932  
WBE/DBE/SBE

Tel: 732-588-2999  
Fax: 973-240-1818  
www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT**  
**BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36**  
**AND BLOCK 7, LOT 22**  
**TOWNSHIP OF WEST ORANGE**  
**ESSEX COUNTY, NEW JERSEY**

SCALE:

1:20,000

DATE:

MAY 27, 2016

JOB NO.:

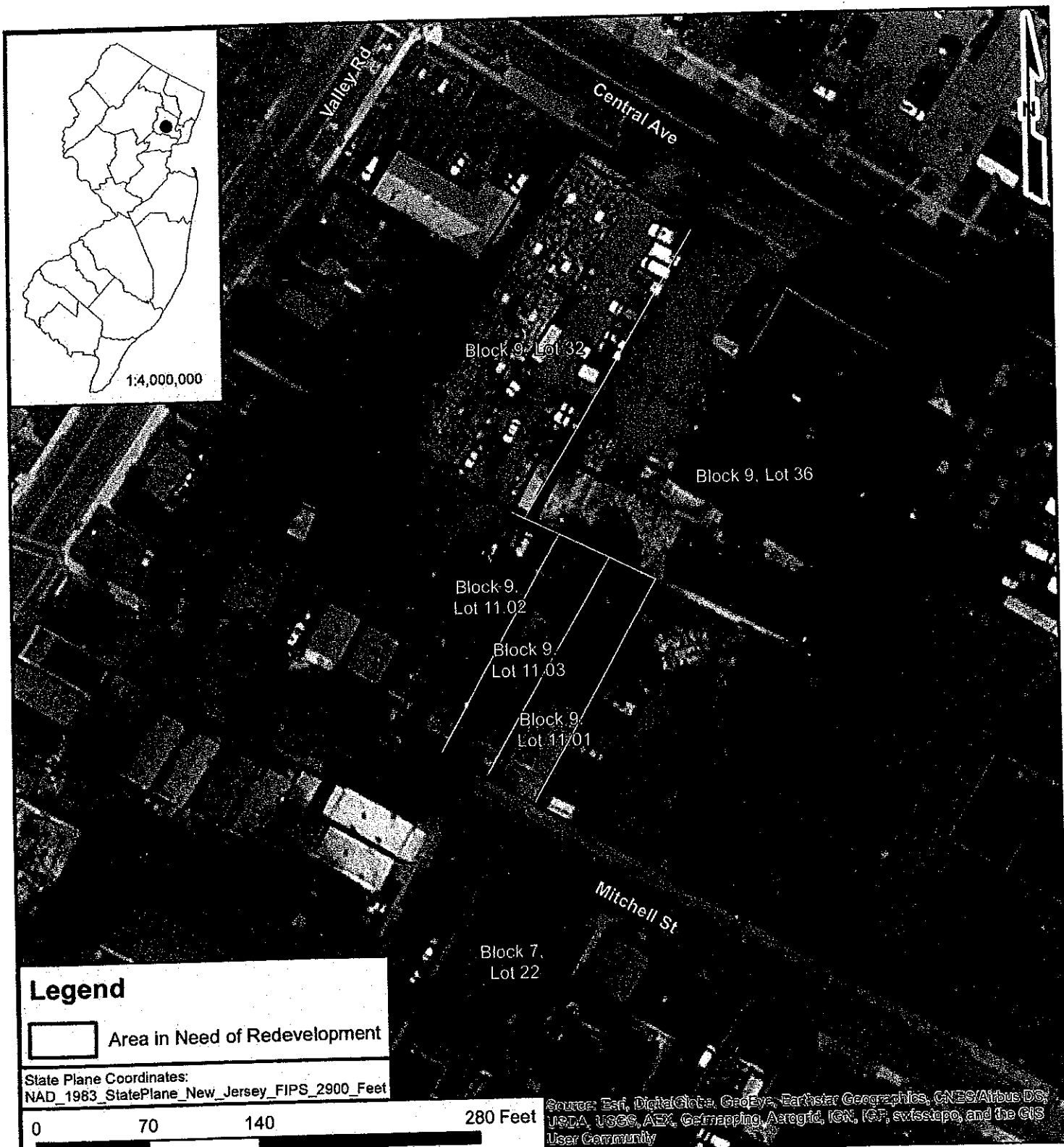
10560101

DRAWN BY:

MM

FIGURE NO.:

2



**AERIAL PHOTO OF PROJECT SITE**

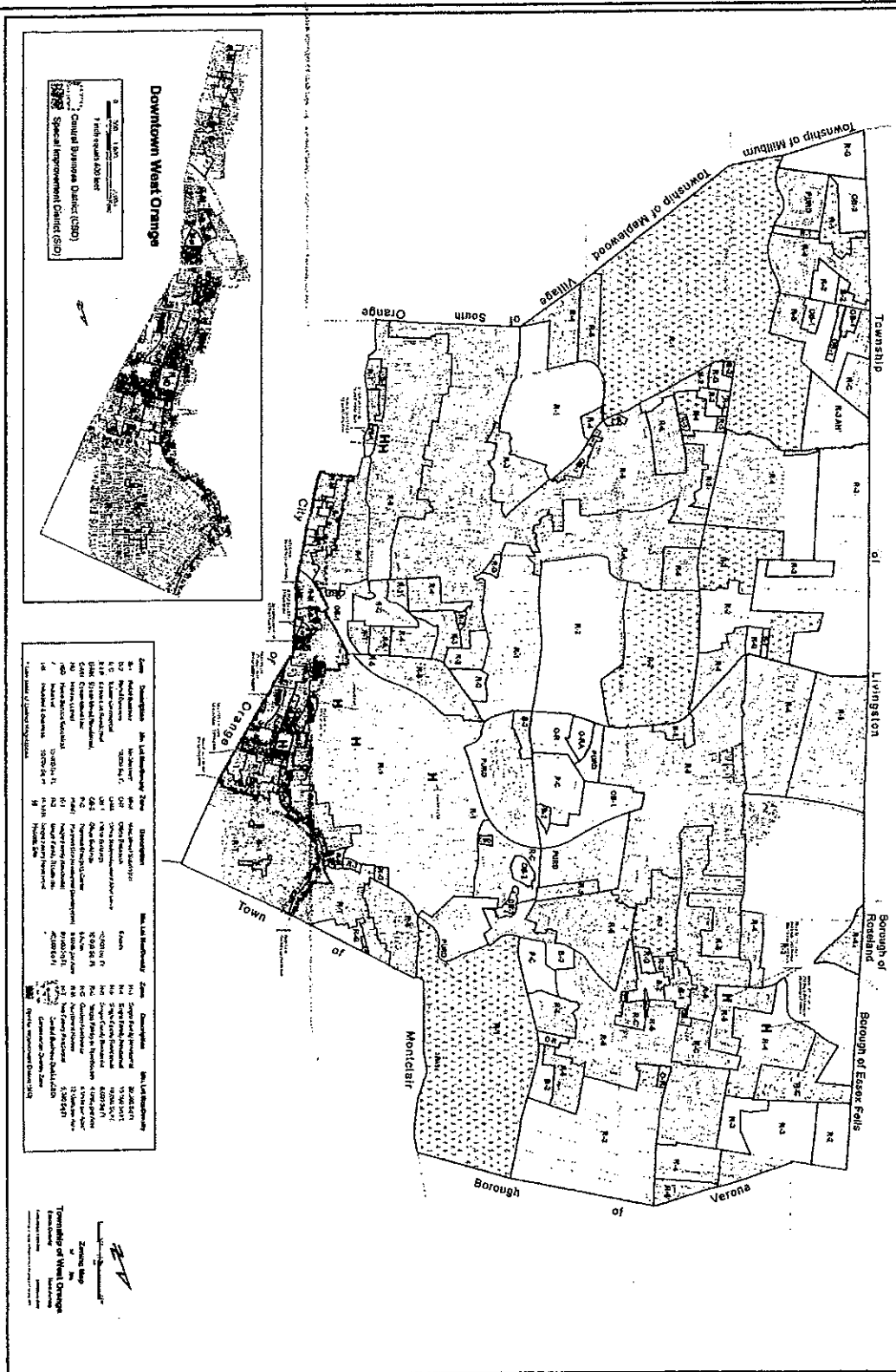
**MATRIXNEWORLD**

Engineering Progress

Matrix New World Engineering, P.C.  
26 Columbia Turnpike  
Florham Park, New Jersey 07932  
WBE/DBE/SBE  
Tel: 973-240-1800  
Fax: 973-240-1818  
www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT  
BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36  
AND BLOCK 7, LOT 22  
TOWNSHIP OF WEST ORANGE  
ESSEX COUNTY, NEW JERSEY**

|                   |                       |                      |                 |                  |
|-------------------|-----------------------|----------------------|-----------------|------------------|
| SCALE:<br>1:1,000 | DATE:<br>MAY 27, 2016 | JOB NO.:<br>10560101 | DRAWN BY:<br>MM | FIGURE NO.:<br>3 |
|-------------------|-----------------------|----------------------|-----------------|------------------|



## ZONING MAP

# MATRIXNEWORLD

## Engineering Progress

Matrix New World Engineering,  
Land Surveying and Landscape Architecture, P.C.  
26 Columbia Turnpike  
Florham Park, New Jersey 07992  
WBE/DBE/SBE

Tel: 732-588-2999

Fax: 973-240-1818

www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT**  
**BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36**  
**AND BLOCK 7, LOT 22**  
**TOWNSHIP OF WEST ORANGE**  
**ESSEX COUNTY, NEW JERSEY**

SCALE:

Not to scale

DATE:

MAY 26, 2016

JOB NO.:

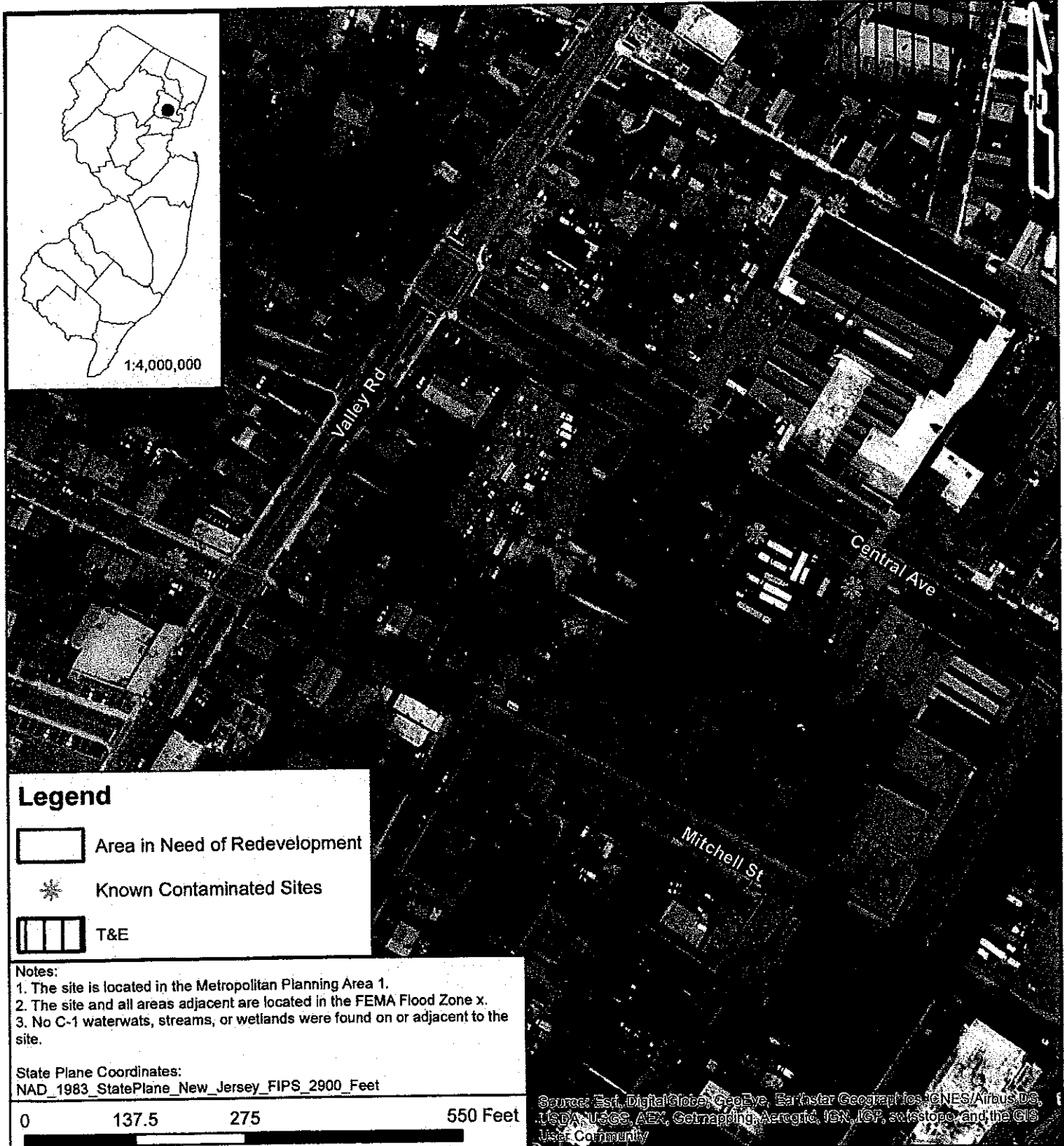
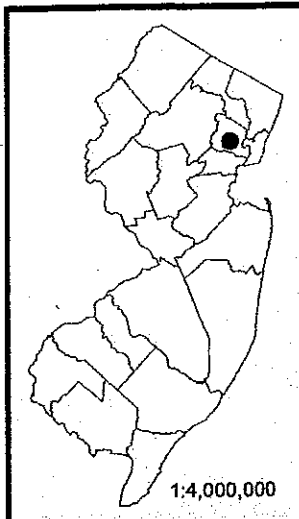
10560101

DRAWN BY:

MM

FIGURE NO.:

4



## Legend

-  Area in Need of Redevelopment
-  Known Contaminated Sites
-  T&E

### Notes:

1. The site is located in the Metropolitan Planning Area 1.
2. The site and all areas adjacent are located in the FEMA Flood Zone x.
3. No C-1 waterways, streams, or wetlands were found on or adjacent to the site.

State Plane Coordinates:  
NAD\_1983\_StatePlane\_New Jersey\_FIPS\_2900\_Feet

0 137.5 275 550 Feet

## ENVIRONMENTAL CONSTRAINTS MAP

# MATRIXNEWORLD

Engineering Progress

Matrix New World Engineering, P.C.  
26 Columbia Turnpike  
Florham Park, New Jersey 07932  
WBE/DBE/SBE

Tel: 973-240-1800  
Fax: 973-240-1818  
www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT**  
**BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36**  
**AND BLOCK 7, LOT 22**  
**TOWNSHIP OF WEST ORANGE**  
**ESSEX COUNTY, NEW JERSEY**

SCALE:

1:2,000

DATE:

MAY 18, 2016

JOB NO.:

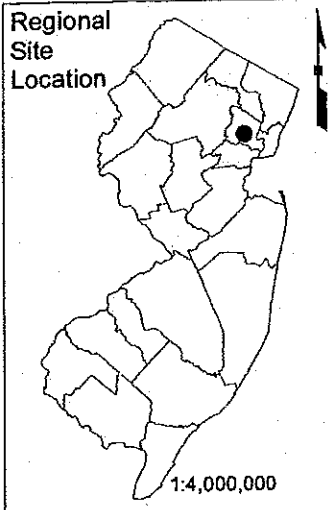
10560101

DRAWN BY:

MM

FIGURE NO.:

5



#### Notes:

1. Essex County Parcel data is provided by NJGIN.
2. The properties to notify were determined by generating a 200' buffer from the boundary of the Area in Need of Redevelopment. The buffer was generated using the ArcGIS Buffer Tool.
3. As the 200' buffer is not verified by a field survey, an additional 15' buffer is recommended, to anticipate any potential inaccuracies in only using the projected parcel data. The additional 15' would provide a conservative list of properties than need to be notified.

#### State Plane Coordinates:

NAD 1983 StatePlane New Jersey FIPS 2900 Feet



#### Legend

- Municipal Boundary
- 200' Buffer of the Area
- 15' Conservative Buffer
- Area in Need of Redevelopment
- Properties within the 200' Buffer
- Additional Properties to reach out to

### Notified Properties within 200' of the Area in Need of Development

## MATRIXNEWORLD

Engineering Progress

Matrix New World Engineering,  
Land Surveying and Landscape Architecture, P.C.  
26 Columbia Turnpike  
Florham Park, New Jersey 07932  
WBE/DBE/SBE

Tel: 732-588-2999  
Fax: 973-240-1818  
www.matrixnewworld.com

**AREA IN NEED OF REDEVELOPMENT**  
**BLOCK 9, LOTS 11.01, 11.02, 11.03, 32, AND 36**  
**AND BLOCK 7, LOT 22**  
**TOWNSHIP OF WEST ORANGE**  
**ESSEX COUNTY, NEW JERSEY**

SCALE:

1:2,500

DATE:

11/28/2016

JOB NO.:

10560101

DRAWN BY:

MM

FIGURE NO.:

6

## **INTERIM REDEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of March 2017 (hereinafter referred to as the "Agreement") between the **TOWNSHIP OF WEST ORANGE**, a public body corporate (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "Township"), having its offices at 66 Main Street, West Orange, New Jersey 07052, and **THE ALPERT GROUP, LLC** with offices located at 1 Parker Plaza, Fort Lee, New Jersey 07024 (hereinafter referred to as "Alpert" or the "Interim Redeveloper").

### **WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "Local Redevelopment and Housing Law"), the Township is responsible for implementing redevelopment plans and carrying out redevelopment projects in the Township; and

**WHEREAS**, the Interim Redeveloper is in the business of rehabilitating, adaptively reusing and redeveloping properties and improvements; and

**WHEREAS**, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Township passed Resolution No. 228-16 which designated as "an area in need of redevelopment" a series of parcels of property referred to as the Central Valley Redevelopment Area (hereinafter referred to collectively as the "Redevelopment Area") and adopted a redevelopment plan for the area as may be further amended and supplemented from time to time, (hereinafter referred to as the "Redevelopment Plan"); and

**WHEREAS**, the Redevelopment Area designated by the Township consists of approximately 2.5 acres and specifically includes parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 as each respective parcel of property is designated upon the official Tax Maps of the Township of West Orange (the "Parcels"); and

**WHEREAS**, the Parcels are included as part of the Central Valley Brownfields Development Area (the "BDA"); and

**WHEREAS**, the Parcels are presently owned by various parties, including the Township which has obtained a final judgment in an In Rem Tax Foreclosure pertaining to parcels identified as Block 9, Lot 36 and Block 7, Lot 22; and

**WHEREAS**, following the final judgment in the In Rem Tax Foreclosure, the Township has obtained title to a vacant lot known as Block 7, Lot 22 (the "Selecto-Flash Vacant Lot"), and Block 9, Lot 36 (the "Selecto-Flash Building Property"); and

**WHEREAS**, a copy of the Redevelopment Plan, as constituted on the effective date of this Agreement, has been filed in the Office of the Clerk of the Township, located at 66 Main Street, West Orange, New Jersey 07052; and

**WHEREAS**, the Local Redevelopment and Housing Law authorizes the Township to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, the Interim Redeveloper has engaged in various negotiations with the Township regarding its proposal to be designated redeveloper until December 31, 2019 (the "Term") during which 1) the Interim Redeveloper shall demolish the current buildings located on the Selecto-Flash Building Property as an initial step towards implementation of the Redevelopment Plan; 2) the Township will undertake remediation of environmental contamination of the Selecto-Flash Building Property; provided funding is available; and 3) based on the outcome of the remediation effort, the Interim Redeveloper may exercise the option to file an application for land use approvals to develop the Selecto-Flash Building Property consistent with the Redevelopment Plan and to purchase that Property from the Township; and

**WHEREAS**, the Township has determined that it is in the Township's best interests to select the Interim Redeveloper to serve as the designated redeveloper for the Redevelopment Area for the Term to implement steps toward the Redevelopment Plan as set forth herein; and

**WHEREAS**, during the Term, the Interim Redeveloper will have the exclusive right to file a land use application with the Township with regards to the Selecto-Flash Building Property with no

promises or commitment as to its acceptance; but, if such an application is approved, with the further right to acquire the Selecto-Flash Building Property under terms set forth herein; and

**WHEREAS**, the Township and the Interim Redeveloper have engaged in such negotiations and the Township has determined that in furtherance of the Township's objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Township's best interests to enter into this Agreement with the Interim Redeveloper; and

**WHEREAS**, Interim Redeveloper acknowledges that all uses to which the Redevelopment Area may be devoted are controlled by the Redevelopment Plan and this Agreement, and that under no circumstances shall the Interim Redeveloper undertake any demolition, rehabilitation, or construction on or development of the Redevelopment Area unless it is materially in accordance with the Redevelopment Plan and this Agreement, and that Interim Redeveloper further understands and acknowledges that if any part of the Redevelopment Area is developed and used in a manner inconsistent with the Agreement or the Redevelopment Plan, the Township shall have the right as more specifically set forth herein to terminate this Agreement; and

**WHEREAS**, the Township and the Interim Redeveloper desire to enter into this Agreement for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the Redevelopment, all in accordance with the Redevelopment Plan, applicable law and the terms and conditions of this Agreement hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

## **DEFINITIONS**

**Defined Terms.** The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms and to the use of the upper or lower case initial letter of each word contained in such terms.

**Agreement:** The scope of this Redevelopment Agreement includes certain activities identified herein to further the redevelopment of the Selecto-Flash Building Property within the Township of West Orange, County of Essex and State of New Jersey.

**Applicable Law:** Any and all federal, state and local laws, rules, regulations, statutes and ordinances applicable to the Project, or to any aspect of this Agreement.

**Concrete Testing:** On February 21, 2017, the Township approved a proposal by Matrix New World to test the Selecto-Flash Building Property's concrete. It is expected that those results will be available by March 21, 2017 ("Concrete Test"). If the Concrete Testing reveals concentrations of contaminants in excess of permissible levels for re-use of the concrete on-site, then the Township shall either (i) remove that concrete, at its cost and expense, after it is crushed and stockpiled by the Interim Redeveloper; or (ii) either party may terminate this Agreement on twenty (20) days notice.

**Demolition Timetable:** That schedule set forth in Paragraph 2.06 which designates the Interim Redeveloper's deadlines in completing the Demolition Project consistent with this Agreement.

**Days:** Whenever the word "days" is used to denote time, it shall mean calendar days, except where business days are specifically mentioned in the text. Business days are Monday through Friday and do not include Saturdays, Sundays, and Holidays.

**Default:** Any condition, event, act or omission on the part of or in connection with either party's performance or lack thereof of the terms and obligations of this Agreement giving rise to an Event of Default as defined in Article V herein.

**Demolition Project:** Shall mean the demolition and crushing of the structures located on the Selecto-Flash Building Property and rough grading of the Selecto-Flash Building Property in accordance with the Proposal annexed hereto as Exhibit "A." The scope of this Demolition Project does not include the removal of crushed concrete from the Selecto Flash Building Property nor the removal of any tanks or other unforeseen underground structures discovered at any time. This definition shall include all reasonably necessary measures associated with the demolition of the building located on the Selecto-Flash Building Property including all appropriate applications and notices to appropriate government bodies and/or agencies and/or utilities and the obtaining of all required permits, except that testing of concrete shall be conducted by the Township to be completed by March 31, 2017.

**Effective Date:** The date this Agreement is approved by the Township Council and executed by the Mayor.

**EPA (or USEPA):** The United States Environmental Protection Agency.

**Events of Default:** Defined in Paragraph 5.01 herein.

**Financial Institution:** A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank, Economic and/or Redevelopment Authority or similarly recognized reputable source of construction or permanent financing for the Project which may be chartered under the laws of the United States of America, or any State thereof.

**Force Majeure:** As used in Paragraph 8.01 herein, shall mean acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Interim Redeveloper and any delays in the receipt of any necessary Governmental Approvals despite the diligent efforts of Interim Redeveloper to obtain same.

**Governmental Applications:** Shall mean any and all submissions, supporting documents, reports or other proofs transmitted to any State, federal or local governmental office, Township authority, department, officer or agent for the purpose of obtaining authorization or approval of any aspect of the Project.

**Governmental Approvals:** Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project or any aspect thereof in accordance with the Applicable Law, the Redevelopment Plan and this Agreement.

**Insurance Requirements:** All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project, the Selecto Flash Building Property or applicable to any Improvements thereon, or with respect to any portion of the Selecto Flash Building Property, or any easement, license, or other right of access for the benefit of the Interim Redeveloper granted by the Township, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project, the Selecto Flash Building Property, the Improvements thereon or the use or condition thereof. The Interim Redeveloper and any contractors or sub-contractors engaged by the Interim Redeveloper shall provide a Certificate of Insurance naming the Township and Interim Redeveloper as additional insured with coverage in the amounts set forth in Paragraph 2.10 herein.

**Interim Redeveloper:** The Alpert Group, LLC or its designee; provided, however, that the Alpert Group, LLC shall remain fully liable for all obligations hereunder. Any assignment must be approved by approved by the Township after submission of all required financial information which approval shall not be unreasonably withheld.

**Local Redevelopment and Housing Law:** N.J.S.A. 40A:12A-1, et seq., and as same may be amended from time to time.

**NJDEP (or DEP):** The State of New Jersey Department of Environmental Protection.

**Notice to Proceed:** A notice issued by the Township to the Interim Redeveloper to proceed with the Demolition Project, to be issued after completion of pre-demolition concrete testing;

**Planning Board:** The Township of West Orange Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

**Project:** The Demolition Project as defined herein, as well as any redevelopment of the Redevelopment Area consistent with the Redevelopment Plan.

**Redevelopment Area (or the Parcels):** Those parcels of property identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 upon the official Tax Maps of the Township of West Orange of property designated by the governing body of the Township of West Orange as the Central Avenue Redevelopment Area pursuant to the Local Redevelopment and Housing Law and as may be amended.

**Redevelopment Plan:** The Central Avenue Redevelopment Plan, as adopted and amended by the Township Council of the Township of West Orange, and as it may hereafter be amended from time to time in accordance with the law.

**Redevelopment Proposal:** The formal proposal submitted by the Interim Redeveloper setting forth a specific design and plan for all or any portion of the Redevelopment Area. The Interim Redeveloper shall have the exclusive right to submit a Redevelopment Proposal to the Township during the Term of this Agreement. The Township agrees to review that Redevelopment Proposal consistent with the provisions of the LRHL and the Municipal Land Use Law.

**Selecto Flash Building Property:** Property identified as Block 9, Lot 36 on the Tax Map of the Township of West Orange.

**Term:** The duration of this Agreement shall be from the Effective Date until December 31, 2019, subject to extensions under the terms set forth herein.

**Township:** The party defined as such in the Recitals of this Agreement, together with any successor(s) thereto, and is specifically defined here as the Township of West Orange, its

successors or assigns.

## **ARTICLE I**

### **TITLE TO THE PARCELS WITHIN THE REDEVELOPMENT AREA**

**1.01. Current Ownership to Maintain Title.** The designation of the Interim Redeveloper shall **not** affect any ownership or title to any of the parcels within the Redevelopment Area , unless the Parties agree that the Township shall convey any parcel(s) to the Interim Redeveloper pursuant to the terms of this Agreement

**1.02. Notice of Current Licensee.** The Township has entered into a license agreement with Richard Behar d/b/a Roseland Landscaping (the "Current Licensee") for a portion of the Selecto Flash Building Property whereby the Current Licensee is authorized to store equipment and vehicles. A copy of the License Agreement is annexed to this Agreement as Exhibit "C".

## **ARTICLE II**

### **INTERIM REDEVELOPER'S RESPONSIBILITIES**

**2.01. Interim Redeveloper Designation.** The Alpert Group, LLC is hereby designated the Interim Redeveloper for the **Selecto-Flash Building Property subject to the terms and conditions herein.**

**2.02 Demolition Project.** The Interim Redeveloper shall demolish the structures located on the Selecto-Flash Building Property, crush the debris, and rough grade the Selecto-Flash Building Property as per the Proposal attached as Exhibit "A" and in accordance with the schedule set forth in Paragraph 2.06 herein. Notwithstanding the reference in Exhibit "A" to one structure, the Interim Redeveloper agrees to remove all structures at no additional cost.

**2.03. Demolition Costs.** The Interim Redeveloper shall be responsible for all costs set forth in the Proposal attached hereto as Exhibit "A," and all costs related to governmental permits, and utility disconnect applications subject to Paragraph 3.05 of this Agreement.

**2.04. Monthly Reports to the Township of Demolition Costs.** The Interim Redeveloper shall maintain a record of all direct costs related to the Demolition including identification of all

contractors, copies of cancelled checks and other supporting documentation to support all disbursements made in connection with the Demolition Project (the "Demolition Costs") and shall provide a monthly report to the Township showing the Demolition Costs incurred during that month. The first report shall be due no later than ten (10) days after the first full month following the Effective Date of this Agreement (the "Monthly Report"). Each subsequent Monthly Report shall be due one month thereafter from the previous report due date. All monthly reports shall be transmitted via electronic mail to the following:

| <u>Name</u>            | <u>Title</u>            | <u>Email Address</u>                                                             |
|------------------------|-------------------------|----------------------------------------------------------------------------------|
| Mayor Robert D. Parisi | Mayor                   | <a href="mailto:Mayor@westorange.org">Mayor@westorange.org</a>                   |
| Karen Carnevale        | Municipal Clerk         | <a href="mailto:Kcarnevale@westorange.org">Kcarnevale@westorange.org</a>         |
| Richard D. Trenk, Esq. | Municipal Attorney      | <a href="mailto:Rtrenk@trenklawfirm.com">Rtrenk@trenklawfirm.com</a>             |
| Leonard Lepore         | Director of Engineering | <a href="mailto:LLepore@westorange.org">LLepore@westorange.org</a>               |
| Tom Tracey             | Construction Official   | <a href="mailto:TTracey@westorange.org">TTracey@westorange.org</a>               |
| Geneice Gary Adams     | Zoning Officer          | <a href="mailto:ZoningOfficial@westorange.org">ZoningOfficial@westorange.org</a> |
| John K. Sayers         | Business Administrator  | <a href="mailto:JSayers@westorange.org">JSayers@westorange.org</a>               |
| John Gross             | Chief Financial Officer | <a href="mailto:JGross@westorange.org">JGross@westorange.org</a>                 |

The Township may designate additional persons to receive the Monthly Report from time to time. The Interim Redeveloper understands that all reports shall be available to the public.

**2.05. Reimbursement of Demolitions Costs.** In the event that this Agreement is terminated by either Party, the Interim Redeveloper shall be entitled to reimbursement of all Demolition Costs from any subsequently designated redeveloper, no later than as a condition of transfer of title from the Township to that subsequently designated redeveloper, or any subsequent owner of the Selecto-Flash Building Property. The Township will designate the Interim Redeveloper as a third party beneficiary in any agreement with any subsequently designated redeveloper with respect to this reimbursement obligation. No interest or other fees shall be added.

**2.06. Timeline for Demolition.** Interim Redeveloper shall proceed with the Demolition consistent with the following timeframe:

i. All required applications for shut off shall be submitted to all appropriate utility company/entities within twenty (20) days of Interim Redeveloper's receipt of the Notice to Proceed with copies to the Township.

ii. All required demolition permits shall be submitted to the Township's Construction Department within ten (10) days of receipt of all disconnect notices with copies to the Township.

iii. Physical demolition of the building on the Selecto-Flash Building Property shall commence no later than twenty (20) days after the Township issues the demolition permit. Demolition shall continue day to day until completed, subject to conditions qualifying as force majeure as set forth in this Agreement.

iv. The Selecto-Flash Building Property will be rough graded within ninety (90) days of receipt of all permits authorizing that grading and filling activity.

The Township and Interim Redeveloper agree that these timeframes may be extended by mutual written consent by both Parties.

**2.07. Environmental Remediation.** The Township and Interim Redeveloper acknowledge the existence of environmental contamination on the Selecto-Flash Building Property and that the Redevelopment Area has been included in the BDA. The Township and Interim Redeveloper agree that the Interim Redeveloper shall have no liability for the existing environmental conditions on the Selecto-Flash Building Property and no obligation regarding the remediation of the existing environmental conditions on the Redevelopment Area. The Township agrees that it will apply for and diligently pursue funding for the remediation of the Selecto Flash Building Property under the Hazardous Discharge Site Remediation Program or other sources of funding available from the NJDEP. Assuming the availability of funding, the Parties estimate that the remedial investigation of the Selecto-Flash Building Property will proceed such that a Remedial Action Workplan can be completed in two years from the Effective Date of this Agreement. Within sixty (60) days of the

completion and submission of the RAWP to NJDEP, Interim Redeveloper may choose to terminate this Agreement, at which point neither Party shall retain any liabilities or responsibilities to the other except for the indemnification obligations set forth in Paragraph 2.11 herein and the Interim Redeveloper's right to reimbursement of Demolition Costs pursuant to Paragraphs 2.05 and 3.05 herein.

**2.08. Access to the Selecto-Flash Building Property.** The Interim Redeveloper is hereby granted a license during the Term of this Agreement to enter onto and into the Selecto-Flash Building Property at its own risk. Simultaneously, the Interim Redeveloper agrees to allow access to the Selecto-Flash Building Property to the Township and its professionals, including but not limited to, the Township's designated environmental consultants and any and all governmental agencies and entities with jurisdiction related to activities to be performed on to the Selecto-Flash Building Property including, but not limited to, the NJDEP and the EPA, consistent with the Consent for Access to Properties annexed to this Agreement as Exhibit "B." The Interim Redeveloper agrees that it shall not interfere or hinder in any way the ability of the DEP, the EPA, the Township, and/or the Township's designee to perform environmental testing, sampling, or any other environmental or other site work on the Selecto-Flash Building Property. During the Term, the Interim Redeveloper shall not have the right to rent or sublet or earn income from the Selecto-Flash Building Property and all income earned or generated shall be the sole property of the Township. .

**2.09. Redevelopment Proposal.** During the Term of this Agreement, the Interim Redeveloper shall have the sole right to submit to the Township a Redevelopment Proposal which shall include a specific design and plan for the use of either the Selecto-Flash Building Property and/or the Redevelopment Area. The Interim Redeveloper understands, acknowledges, and agrees that the submission of a Redevelopment Proposal is subject to all review and approvals as required under the Local Redevelopment and Housing Law and all other governing regulations, ordinances and law. The Interim Redeveloper also understands, acknowledges, and agrees that any Redevelopment Proposal must comply with the Redevelopment Plan as adopted by the Township

Council. No promises or representations have been made or relied upon in entering into this Agreement.

During the Term of this Agreement, the Interim Redeveloper may file applications with the Township under the Municipal Land Use Law, seeking approvals for a Redevelopment Proposal expected to consist of approximately one hundred (100) residential units and possible commercial space, and to State and County agencies where necessary, including but not limited to a Flood Hazard Area Verification and Individual Permit from NJDEP. Interim Redeveloper will diligently pursue any such applications, with the expectation that final approvals will be granted within one year of the completion and submission of applications.

At any time after receipt of approvals of the Redevelopment Proposal pursuant to the Municipal Land Use Law and applicable State and County approvals, Interim Redeveloper may apply for a Long Term Tax Exemption ("LTTE") pursuant to NJSA 40A:20-1 et seq. Interim Redeveloper anticipates submitting an LTTE application providing for a Payment In Lieu Of Taxes ("PILOT") based on 10% of gross revenue if a residential or commercial use is developed on the Property. If the ultimate end use of the Property is a surface parking lot, Interim Redeveloper shall not seek an LTTE. Interim Redeveloper acknowledges that, by virtue of entering into this Agreement, the Township is not obligated to grant an LTTE. However, should an LTTE not be granted, or the necessary Municipal Land Use Law approvals or other State or County approvals be denied, Interim Redeveloper reserves the right to terminate this Agreement at which point neither Party shall retain any liabilities or responsibilities to the other except for the indemnification obligations set forth in Paragraph 2.11 herein and the Interim Redeveloper's right to reimbursement of Demolition Costs pursuant to Paragraphs 2.05 and 3.05 herein.

At any time after receipt of approvals of the Redevelopment Proposal pursuant to the Municipal Land Use Law and applicable State and County approvals, Interim Redeveloper may exercise the right to purchase the Selecto-Flash Building Property from the Township. Such closing

will take place within sixty (60) days of receipt of final Municipal Land Use Law approvals, barring circumstances constituting force majeure.

In the event that Interim Redeveloper exercises its right to purchase the Selecto-Flash Building Property, the purchase price of the Property shall be one million five hundred thousand dollars (\$1,500,000) (the "Purchase Price"). No adjustments, credits or offsets shall be available with regard to any of the Interim Redeveloper's costs and expenses including, but not limited to, the demolition costs.

**2.10. Insurance.** At all times during the Agreement, the Interim Redeveloper shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following insurance, with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of Interim Redeveloper and the Township, as their interests may appear, during the term of demolition and construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Demolition Project, including items of labor and materials connected therewith, whether in or adjacent to the structures insured, and materials in place or to be used as part of the permanent construction.

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Selecto Flash Building Property) against claims for bodily injury or property damage occurring on, in or about the Selecto Flash Building Property and the adjoining streets, sidewalks and passageways, caused by or arising out of the Demolition Project and construction work that is the subject of this Agreement, in amounts not less than ten million (\$10,000,000.00) dollars per occurrence with respect to any bodily injury and two million (\$2,000,000.00) dollars per occurrence with respect to all claims for property damage;

(c) Worker's compensation insurance coverage in the amount of the full statutory liability of Interim Redeveloper;

(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by Interim Redeveloper with respect to other similar properties owned or leased by it, including automobile insurance.

Within ten (10) days from the Effective Date of this Agreement, Interim Redeveloper shall submit to Township proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Interim Redeveloper shall submit the aforementioned proofs of insurance, for the succeeding year. The policies of insurance required to be maintained by Interim Redeveloper pursuant to Paragraph 2.10 shall name as the insured parties (except for worker's compensation insurance) the Interim Redeveloper, the Township, and their respective interests as they may appear, and shall be satisfactory to the Township.

**2.11. Indemnification.** The Interim Redeveloper agrees to defend, indemnify and hold harmless the Township against, and Interim Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the Township may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, directly relating to the Interim Redeveloper's activities in the Demolition Project or based upon or arising out of contracts entered into by the Interim Redeveloper which directly relate to the Demolition Project including but not limited to any and all claims by workmen, employees and agents of the Interim Redeveloper and unrelated third parties, which claims arise from the Demolition Project, or any other activities of Interim Redeveloper within the Redevelopment Area. It is mutually agreed by Interim Redeveloper and the Township that neither the Township, nor its Mayor, Council members, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that Interim Redeveloper will indemnify the Township, its Mayor, Council members, officers, agents and employees harmless from any claim or suit in

connection with the Interim Redeveloper's obligations under this Agreement, except for any claim or suit alleging bodily injury (including death) or property damage to the extent that said claim arises out of the acts or omissions of the Township. The Interim Redeveloper, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Township, its Mayor, council members, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Interim Redeveloper, the Township and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys' fees in situations where it is necessary for the Township to engage its own attorneys, experts' testimony, and all costs to defend the Township or its Mayor and council members, officers, agents, servants, or employees shall be reimbursed to it by the Interim Redeveloper in connection with such indemnification claim.

### **ARTICLE III**

#### **TOWNSHIP'S RESPONSIBILITIES**

**3.01. Forbearance of Redevelopment Proposal.** Upon the Effective Date of this Agreement, the Township shall forbear the solicitation or negotiation of any Redevelopment Proposals for the Redevelopment Area for the Term of this Agreement.

**3.02. Environmental Investigation and Remediation.** The Interim Redeveloper agrees and understands that the Township shall continue to monitor and investigate the Selecto-Flash Building Property and any other parcel(s) within the Redevelopment Area in concert with the NJDEP and EPA consistent with all environmental regulations, programs and laws subject to the availability of grants or other similar monies. The Township agrees that it will apply for and diligently pursue funding for the remediation of the Selecto-Flash Building Property under the Hazardous Discharge Site Remediation Program or other sources of funding available from the NJDEP.

**3.03. Cooperation and Access to the Selecto-Flash Property.** The Township shall