

permit representatives of the Interim Redeveloper to have access to any part of the Selecto-Flash Building Property as needed by the Interim Redeveloper to perform the Demolition Project and also to evaluate its potential proposal for future redevelopment. The Interim Redeveloper shall permit the representatives of the Township or their designees access to the Selecto-Flash Building Property at all reasonable times which any of them deems necessary for the purposes of assuring or ascertaining compliance with the terms of this Agreement, including, but not limited to, inspection of all work being performed in connection with the Demolition, unless such access constitutes a danger to those representatives or substantially compromises the Interim Redeveloper from completing the Demolition Project. No compensation shall be payable nor shall any charge be made in any form by the Interim Redeveloper or the Township for the access provided herein.

3.04 Cooperation with Approvals. The Township and Interim Redeveloper shall cooperate fully in the preparation and prosecution of any applications for governmental approvals required for the Demolition Project and any subsequent applications for development. The Interim Redeveloper shall provide to the Township copies of all applications, notices, and requests to any utility or government entity.

3.05. Demolition Costs as Requirement from New Redeveloper. The Township agrees that the Interim Redeveloper shall be reimbursed any Demolition Costs it will incur under the terms set forth in Paragraph 2.05 herein up to the maximum amount set forth on the Demolition Proposal annexed hereto as Exhibit "A."

ARTICLE IV

PROHIBITIONS AGAINST ASSIGNMENT

4.01. Prohibition Against Assignments. Both the Township and the Interim Redeveloper agree that no rights under this Agreement shall be assigned or transferred to any third party, except that Interim Redeveloper may assign its rights under this Agreement to another Urban Renewal Entity in which Interim Redeveloper has an interest, without consent of the Township. Any proposed assignment to an entity in which Interim Redeveloper does not own a majority control or interest

shall require Township approval, which shall not be unreasonably withheld, upon submission by the Interim Redeveloper of credible evidence that the assignee has sufficient experience, qualifications and capitalization to complete the Demolition Project and any subsequent redevelopment projects proposed for the Redevelopment Area.

ARTICLE V

DEFAULT

5.01. Events of Default. Each of the following shall constitute an Event of Default (hereinafter referred to as an "Event of Default"):

(a) Interim Redeveloper's Events of Default

(1) If the Interim Redeveloper fails to meet any of the deadlines set forth in the Demolition Timeframe in Paragraph 2.06 as may or may not be extended by consent; or

(2) If the Interim Redeveloper interferes or inhibits the Townships, the Township's designees, the NJDEP, or the EPA from performing environmental monitoring, investigation or remediation on the Selecto-Flash Building Property; or

(3) If the Interim Redeveloper utilizes the Selecto-Flash Building Property or any other parcel within the Redevelopment Area in a manner inconsistent with the Agreement, the Redevelopment Plan, or any governing law or regulation; or

(4) If the Interim Redeveloper fails to obtain or maintain the required insurance as set forth in Paragraph 2.10 of this Agreement; or

(5) If the Interim Redeveloper be liquidated, or shall file a voluntary petition in bankruptcy or have an involuntary petition filed which is not dismissed within sixty (60) days or for an arrangement pursuant to the Bankruptcy Code or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if the Interim Redeveloper shall consent to the appointment of a receiver, or any similar law, federal or state, now or hereafter in effect, shall be filed in and

approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within ninety (90) days from entry thereof, or if the Interim Redeveloper shall consent to the filing of such petition or declaration;

(b) **Township's Events of Default**

(1) If the Township interferes with the Interim Redeveloper's ability to perform the Demolition Project consistent with the requirements of this Agreement; or

(2) If the Township designates another redeveloper during the Term; or

(3) If the Township fails to cooperate with the Interim Redeveloper's efforts to prepare or prosecute any applications for governmental approvals required for the demolition or subsequent construction on the Selecto-Flash Building Property; or

(4) If the Township fails to carry out its responsibilities with respect to investigation and remediation of contamination on the Selecto Flash Building Property as specified in Paragraph 2.07 herein provided sufficient grant monies are available; or

(5) If the Township fails to carry out its contractual obligations set forth in Paragraph 2.08.

5.02. Township's Remedies. Upon the occurrence of Interim Redeveloper's Event of Default during the term of this Agreement, the Township shall provide written notice of the Event of Default to Interim Redeveloper, whereupon Interim Redeveloper shall have thirty (30) days to cure such Event of Default, provided however, that for so long as Interim Redeveloper is using commercially reasonable efforts to cure, if Interim Redeveloper is not capable of curing the subject Event of Default within such cure period, the Township and Interim Redeveloper shall agree on a time frame to cure. If Interim Redeveloper is unable to cure within that agreed-upon timeframe, then the Township has the right upon ten (10) days' notice to Interim Redeveloper to terminate this Agreement and demand that Interim Redeveloper cease all further actions related to the Redevelopment Area. The Township shall also have the right to recoup any damages associated with a default by the Interim Redeveloper by an action at law. Notwithstanding any termination of

this Agreement pursuant to this subsection, Interim Redeveloper shall still be reimbursed its Demolition Costs pursuant to the provisions of Paragraphs 2.05 and 3.05 herein.

5.03. Interim Redeveloper's Remedies. Upon the occurrence of the Township's Event of Default, the Interim Redeveloper shall provide written notice of the Event of Default to the Township, whereupon the Township shall have thirty (30) days to cure such Event of Default, provided however, that for so long as the Township is using commercially reasonable efforts to cure, if the Township is not capable of curing the subject Event of Default within such cure period, the Township and Interim Redeveloper shall agree on a time frame to cure. If the Township is unable to cure within that agreed-upon timeframe, then the Interim Redeveloper has the right upon ten (10) days notice to the Township to terminate this Agreement and receive reimbursement from the Township of the Demolition Costs incurred to date.

5.04. No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise to exercise such rights at a time when the aggrieved party may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the defaulting party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

5.05. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the terms of this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of

its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE VI

REPRESENTATIONS

6.01. Representations of Interim Redeveloper. Interim Redeveloper represents and warrants to the Township that this Agreement has been duly authorized, executed and delivered by Interim Redeveloper and, on the Effective Date will constitute a legal, valid and binding obligation of Interim Redeveloper enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Interim Redeveloper and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Interim Redeveloper is a party or by which it is bound or the Certificate of Incorporation, By-Laws, Certificate of Formation, Operating Agreement or Partnership Agreement of Interim Redeveloper, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Interim Redeveloper represents and warrants that it has obtained all necessary licenses, certifications and further represents that it will be qualified to do business in New Jersey on or after the Effective Date.

6.02. Representation of the Township: The Township represents and warrants to Interim Redeveloper that this Agreement has been duly authorized by virtue of a certain Resolution, executed and delivered by the Township and, on the Effective Date, will constitute a legal, valid and

binding obligation of the Township enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the Township and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the Township is a party or by which it is bound by any statute, rule, regulation, ordinance, order or decree in force as of the date hereof.

ARTICLE VII

NOTICES AND DEMANDS

7.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is dispatched by registered or certified mail, overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

(a) **In the case of Township of West Orange:**

Mayor Robert D. Parisi
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Avenue
West Orange, New Jersey 07052

(b) **In the case of the Alpert Group:**

Joseph Alpert
1 Parker Plaza
Fort Lee, New Jersey 07024

With copy to:

William C. Sullivan, Jr., Esq.
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790

Lyndhurst, New Jersey 07071

(c) At such other addresses a party may, from time to time, designate in writing and mail to the other as provided herein.

ARTICLE VIII

MISCELLANEOUS

8.01. Force Majeure. It is agreed that the terms of this Agreement and any deadlines set forth herein, including but not limited to the Demolition Timetable set forth in Paragraph 2.05 shall be modified if completion of the Demolition or other compliance with this Agreement is prevented by an event of Force Majeure, as defined in the Definitions Section hereof. Where the completion of the Demolition or other compliance with this Agreement is prevented by an event of Force Majeure, the relevant term(s) of this Agreement and/or any deadline shall be modified/extended for the period of delay caused thereby, provided that the Interim Redeveloper who seeks the benefit of this provision on force majeure shall, within ten (10) days after the beginning of any such enforced delay, have notified the Township in writing, and of the cause or causes thereof, and therein has requested a modification of the term and/or an extension for the period of the enforced delay. In addition to the examples of Force Majeure set forth in the Definitions Section hereof, compliance with municipal laws regulating land use and rehabilitation and/or construction, any legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement shall be construed to be an event(s) of Force Majeure.

8.02. Non Default Termination. The Interim Redeveloper acknowledges and understands that the Township's title to the Selecto-Flash Building Property arose from the Final Judgment issued by the Superior Court of New Jersey following the Township's In Rem Tax Foreclosure. The Interim Redeveloper further acknowledges and understands that the previous title owner to the Selecto-Flash Building Property may seek to redeem its interest in the Selecto-Flash Building Property or seek to amend the Final Judgment pursuant to New Jersey Court Rule 4:50-1 up to one

year from the date of the Final Judgment. In the event that the previous title owner applies to the Superior Court of New Jersey to redeem its interest or amend the Final Judgment, the Township will provide notice to the Interim Redeveloper, upon which notice the Interim Redeveloper may elect to terminate this Agreement. In that event, to the extent that the Township is reimbursed or compensated in any manner by the prior title owner of **the Selecto-Flash Property**, then the **Township will reimburse Interim Redeveloper for the Demolition Costs incurred by Interim Redeveloper.**

8.03. Right of Entry For Utility Service. The Township reserves for itself and any public utility company, as may be appropriate, the unqualified right to enter upon the Selecto-Flash Building Property at any reasonable time for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Selecto-Flash Building Property boundary lines provided written notice is given to Interim Redeveloper prior to entry. Such written notice shall not be required in the case of an emergency occurring on or around the Redevelopment Area, the conditions of which would require immediate or emergency entry.

8.04. Interim Redeveloper Not To Block or Obscure Utility Easements. The Interim Redeveloper shall obscure or block access to any easement for public utilities described or referred to in Paragraph 8.03 herein, unless such blockage is approved by the Township. If approval for such blockage is requested by the Interim Redeveloper, the Township shall use its best efforts to assure that such approval shall not be withheld unreasonably.

8.05. Maintenance and Security of Selecto Flash Building Property. The Interim Redeveloper shall be responsible for the maintenance and security of the Selecto-Flash Building Property subject to this Agreement and shall continue to do so until such time as Interim Redeveloper completes the Demolition pursuant to Paragraph 2.01. Interim Redeveloper shall keep the Selecto-Flash Building Property safe, clean and kept so that any garbage or debris is promptly collected and disposed of.

8.06. Equal Employment Opportunity. The Interim Redeveloper agrees that during the Demolition:

(a) The Interim Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Interim Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Interim Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Township which are consistent therewith;

(b) The Interim Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Interim Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin;

(c) The Interim Redeveloper will send to each labor union or representative of workers with which the Interim Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union workers' representative of the Interim Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965 as amended and modified, and shall post copies of said notice in conspicuous places available to employees and applicants for employment;

(d) The Interim Redeveloper will comply with all provisions of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), and all rules, regulations, and relevant orders of the Secretary of Labor;

(e) Subcontractors and suppliers to the Project shall to the extent reasonably possible include qualified and certified minority enterprises; and

(f) To the maximum extent possible, the obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Interim Redeveloper shall so provide.

8.07. Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof and may not be modified, or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

8.08. Titles of Articles and Paragraphs/Sections/Headings. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

8.09. Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

8.10. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any legal or remedial action taken hereunder shall be in the Superior Court of the State of New Jersey; Essex County.

8.12 WAIVER OF JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING THIS AGREEMENT OR ANY OTHER

INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Township has caused this Agreement to be duly executed in its name and behalf by the Mayor, and its seal to be hereunto duly affixed and attested by the Township Clerk, and the Interim Redeveloper has caused this Agreement to be duly executed in its name and on its behalf by its sole member, on or as of the day first above written.

ATTEST:

Township of West Orange

By: 
Karen Carnevale, Township Clerk

By: 
Robert D. Parisi, Mayor

ATTEST:

The Alpert Group, LLC

By: _____

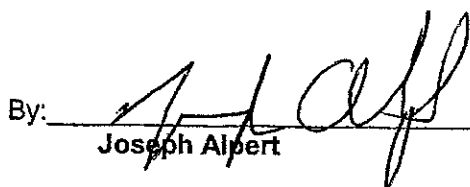
By: 
Joseph Alpert

EXHIBIT "A"

PROPOSAL

EXHIBIT "B"

CONSENT FOR ACCESS TO PROPERTIES

EXHIBIT "C"
LICENSE AGREEMENT

EXHIBIT U

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXV LAND USE REGULATIONS
OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE TO
IMPLEMENT A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County
of Essex, State of New Jersey, as follows:

Section 1. Chapter XXV Land Use Regulations is hereby amended and supplemented
by adding the following sections:

25-22 IH-2 (INCLUSIONARY HOUSING) DISTRICT

a. Purpose

The purpose of the IH-2 District is to provide for inclusionary development that contributes to the region's fair share of affordable housing, in accordance with a court settlement agreement which outlines provisions for same.

b. Description of Zone Boundary

The zone boundary of the IH-2 District shall encompass the entirety of the property identified as Block 155, Lot 40.03. The municipal zone map is hereby amended to reflect same.

c. Use Regulations

1. Permitted Principal Uses.

- (a) Retail stores
- (b) Personal service stores or studios
- (c) Offices
- (d) Restaurants and bars
- (e) Banks
- (f) Fitness centers
- (g) Medical, dental, psychiatric or chiropractic offices
- (h) Multi-family residential dwellings
- (i) Mixed-use development including any of the above permitted principal uses

2. Permitted Accessory Uses.

- (a) Parking
- (b) Signage
- (c) Outdoor dining
- (d) Uses which are customarily incidental to the principal use

d. Bulk Regulations

1. Minimum Lot Area: four acres
 2. Minimum Setback to Rooney Circle: 15 feet
 3. Minimum Setback to All Other Property Lines: 20 feet
 4. Maximum Building Height: 4 stories/50 feet. The building height shall be the vertical distance measured from the mean elevation of the finished grade adjacent to the building foundation to the roof line elevation of a flat roof, or the midpoint elevation of a pitched roof. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed 15 feet in height above the roof deck. Rooftop amenities and architectural roof design features such as attics, mansards, parapets, cupolas, and other similar architectural design features and/or appurtenances shall not be considered a story or fractional portion thereof.
 5. Maximum Gross Residential Density: 24 dwelling units/acre
 6. Maximum Impervious Coverage: 65%
- e. Parking Regulations
1. Residential portion of a mixed-use development. Off-street parking for residential uses shall be provided in accordance with the requirements of Parking Schedule I in Subsection 25-12.2a.1.
 2. Nonresidential uses. Off-street parking for nonresidential uses shall be provided in accordance with the requirements of Parking Schedule II in Subsection 25-12.2b.1.
- f. Affordable Housing Requirements
1. Low- and moderate-income dwelling units shall be provided in accordance with this subsection. The minimum affordable housing set-aside shall be 20 percent of the dwelling units in the development for for-sale units, or 15 percent for rental units. Of these, at least half must be reserved for, and affordable to, low-income households. A minimum of 13 percent of the affordable units shall be affordable to households earning 30 percent or less of the area median income for the Council on Affordable Housing region. Low- and moderate-income housing units shall be governed by the standards set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and shall comply with the applicable rules of the Council on Affordable Housing and any other relevant state regulations. All development including affordable dwelling units shall also be subject to Section 25-18 Affordable Housing; Low/Moderate Housing Provisions of the Township of West Orange Land Use Regulations Ordinance.
 2. The minimum unit sizes for the affordable units shall be as follows, except if the square footage of the market rate units is smaller than the minimum square footage of the affordable units, then the affordable units shall be the same size as the market rate units:
 - (a) One-bedroom 650 square feet
 - (b) Two-bedroom 875 square feet
 - (c) Three-bedroom 1,150 square feet
- g. Additional Standards
1. Structured parking shall be designed to blend into the architectural character of the building and to be screened from public view.

- (a) All parking structures shall be designed using compatible or complementary materials to the principal building(s). All voids in the structures shall be architecturally screened, so that lights and vehicles are not individually visible.
 - (b) No blank walls of parking structures shall face Rooney Circle. Any Rooney Circle facing façade shall provide pedestrian interest at ground level through a building lobby, storefront, or other architectural screening / wrapping mechanism.
2. Pedestrian connections shall be provided across Rooney Circle to the Essex Green Shopping Center. The connections shall feature pedestrian activated signals, raised or stamped concrete crosswalks or other similar improvements subject to approval by the Township Council, Township Engineer, and Planning Board.
3. Amenity space shall be provided as part of any multi-family residential development, consisting of one or more of a community room, a roof deck, a pool, a fitness center, or other similar offering.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law.

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

Michelle Casalino
Council President

Robert D. Parisi, Mayor

Introduced:

Adopted:

LEGISLATIVE HISTORY

This Ordinance is presented pursuant to the Affordable Housing Settlement Agreement with Fair Share Housing Center approved by the Township Council on April 14, 2020. The Superior Court of New Jersey confirmed the Settlement Agreement on July 10, 2020.

EXHIBIT V

GREEN ESSEX PARTNERS URBAN RENEWAL ENTITY, LLC

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF WEST ORANGE

Granting preliminary site plan, final site plan, and tree removal permit approval to construct a multi-family residential development.

WHEREAS, the Planning Board of the Township of West Orange, at a meeting held on June 3, 2020, as well as at a continued special meeting on June 25, 2020, both which were properly noticed in accordance with the Open Public Meetings Act, considered the application for preliminary site plan, final site plan, and tree removal permit approval to construct a multi-family residential development on property located in the Executive Drive Multi-Family Residential Zone of the Essex Green - Executive Drive Redevelopment Plan identified as Block 155, Lots: 40.02, 42.01, and 42.02. The application was submitted by Green Essex Partners Urban Renewal Entity, LLC (the "Applicant"), through its attorney, Francis X. Regan, Esq.; and

WHEREAS, the Applicant provided notice to property owners within 200 feet of the property and in the official newspaper of the Township in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-12; and

WHEREAS, the Planning Board considered the presentation of Francis X. Regan, Esq., attorney for the Applicant; and heard and considered the testimony of Zachary E. Chaplin, P.E., the Applicant's engineer (licensed in New Jersey as an engineer, and qualified in that capacity by the Board), Jack L. Raker, R.A., the Applicant's architect (licensed in New Jersey as an architect, and qualified in that capacity by the Board), Paul DeVitto, the Applicant's landscape architect (licensed in New Jersey as a certified landscape architect, and qualified in that capacity by the Board), Eric L. Keller, P.E., the Applicant's Traffic Engineer (licensed in New Jersey as an engineer, and qualified in the capacity of a professional traffic engineer by the board); and

considered questions and comments from Board members and from the public as shall appear in the Board's minutes for the meetings of June 3, 2020 and June 25, 2020; and considered the following documents submitted by the Applicant:

SUBMISSIONS

<u>ITEM</u>	<u>SIGNED BY</u>	<u>DATE/REVISION</u>
Site Plan (29 sheets)	Zachary E. Chaplin, P.E.	5/7/20
Tree Location Survey (2 sheets)	Philip A. McEntee, Jr., P.L.S.	4/22/20
Landscaping Plan (2 sheets)	Zachary E. Chaplin, P.E.	4/29/20
Tree Removal Plan (1 sheet)	Zachary E. Chaplin, P.E.	4/29/20
Truck Turn Exhibit (5 sheets)	Jeffery A. Martell, P.E.	4/28/20
Sustainability Memorandum	Zachary E. Chaplin, P.E.	5/8/20
Architectural Plans (22 sheets)	Minno Wasko Architects and Planners	3/19/20
Traffic Engineering Evaluation	Eric L. Keller, P.E., P.P., LEED AP	3/19/20
Stormwater Management Report	Zachary E. Chaplin, P.E.	5/7/20
Report of Geotechnical Investigation	Nejm E. Jundi, P.E.	12/31/19

EXHIBITS PRESENTED BEFORE THE BOARD

<u>NUMBER</u>	<u>DESCRIPTION</u>
A-1	AERIAL EXHIBIT
A-2	STONEFIELD 5/27/20 REPORT
A-3	COLORED SITE PLAN
A-4	EXISTING CONDITIONS PLAN
A-21	COVER SHEET
A-22	SECOND FLOOR PLAN, BUILDING A
A-24	PACKAGE CENTER PHOTO
A-30	FLOOR PLANS-BUILDINGS B/C
A-31	ELEVATIONS—BUILDING B
A-32	ELEVATIONS—BUILDING C

A-34	UNIT PLANS
A-35	APARTMENT INTERIOR PHOTOS
A-36	APARTMENT PHOTOS
A-37	VIEW OF LIVING SPACE

WHEREAS, a complete application has been filed, all fees required by Ordinance have been paid and it otherwise appears that the jurisdiction and powers of the Planning Board have been properly invoked and exercised; and the Board having conducted a vote on this application on June 25, 2020;

NOW, THEREFORE, does the Planning Board of the Township of West Orange make the following findings of fact and conclusions of law with regard to this application:

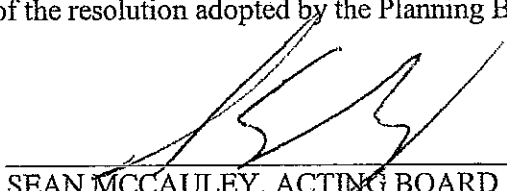
1. This is an application for preliminary site plan, final site plan, and tree removal permit approval to construct a multi-family residential development.
2. The Board reviewed the site plan and related submission items and exhibits listed in this Resolution.
3. The Board finds that the detailed drawings, specifications, and estimates submitted by the Applicant and listed in this Resolution conform to the standards of all applicable ordinances.
4. The Board has recommended and the Applicant has agreed to the following additional conditions of approval:
 - a. Subject to the Applicant's compliance with all comments in the report of the Board Engineer;

- b. Subject to the Applicant's compliance with all comments in the report of the Township Forester;
- c. The Applicant shall supply the Township Planning Director with an Affidavit of Compliance with all conditions agreed to by the Applicant;
- d. The Applicant's Traffic Engineer shall provide guidance/recommendations to the Township Engineer as to which signalization modifications should be suggested to Essex County Transportation Officials concerning the Prospect Avenue intersection at Eagle Ridge/Essex Green. It being understood that the Applicant shall not be responsible for the cost of any such modifications nor to implement such modifications unless specified in County planning board approval;
- e. The Applicant shall use best efforts to coordinate pedestrian sidewalk lay outs with adjoining property owners where possible;
- f. The Applicant shall consider installing additional bike storage racks abutting proposed residential buildings B and C;
- g. Prior to the issuance of a construction permit, the Applicant shall meet with officials from the Township Fire Department in order to address any of the Department's concerns, which shall include the proper specifications for installation of standpipes within the parking garage structure;
- h. The Applicant shall submit a colorized tree exhibit, which includes a tree replacement plan;

- i. The Applicant will retain a Landscape Architect to provide construction administration oversight during the tree removals and planting to assure proper tree and landscape protections are carried out;
- j. The Applicant shall provide documentation on the snow removal maintenance plan for the property;
- k. The Applicant will provide 'blue light' emergency call station(s) in the vicinity of the dog park for purposes of enhancing public safety;
- l. The Applicant's engineer shall add these conditions onto the final site plan drawings to be signed by the Township Engineer and Planning Board Chair;
- m. The Applicant shall coordinate with the Township for purposes of providing shuttle/jitney station service from the property as may be needed;
- n. The Applicant shall confer with the appropriate Township officials in an effort to provide adequate safety precautions in regards to the lighting conditions on the pedestrian walkways within the property;
- o. All findings of fact and conclusions of law set forth herein are deemed conditions that are binding on the Applicant.

NOW, THEREFORE, BE IT RESOLVED that this application for preliminary site plan, final site plan, and tree removal permit approval to construct a multi-family residential development is approved in accordance with the site plan, subject to the conditions set forth in this resolution.

The foregoing is a true copy of the resolution adopted by the Planning Board of the Township of West Orange.


SEAN MCCAULEY, ACTING BOARD SECRETARY

WEST ORANGE TOWNSHIP PLANNING BOARD

Dated: _____

ROLL CALL VOTE ON ACTION TAKEN BY THE BOARD AT SPECIAL MEETING ON JUNE 25, 2020

Board Member	Motion	Second	Aye	Nay	Abstain	Absent
Bagoff (Vice-Chair)		X	X			
Johnson (1 st Alt.)						X
Smeraldo			X			
Klein						X
McCartney			X			
Trenk			X			
Wegner						X
Weston (Chair)	X		X			
Williams			X			
Wilkes			X			

ROLL CALL VOTE ON ADOPTION OF MEMORIALIZED RESOLUTION OF ACTION TAKEN BY THE BOARD AT REGULAR MEETING ON AUGUST 5, 2020

Board Member	Motion	Second	Aye	Nay	Abstain	Absent
Bagoff (Vice-Chair)						
Johnson (1 st Alt.)						
Smeraldo						
Klein						
McCartney						
Trenk						
Wegner						
Weston (Chair)						
Williams						

Wilkes						
--------	--	--	--	--	--	--

EXHIBIT W



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI

Mayor

PLANNING BOARD

Robin Miller, Secretary

Tel: (973) 325-4111

Fax: (973) 325-6359

Email: planningboard@westorange.org

August 8, 2019

Via Electronic and USPS Mail Delivery

Mr. William C. Sullivan, Esq.
Scarinci Hollenbeck, LLC
1100 Valley Brook Avenue
PO Box 790
Lyndhurst, New Jersey 07071-0790

Re: PB-19-05C/West Orange Senior Housing, LLC
Block: 68; Lots: 1; Zone: R-G
46 Mount Pleasant Avenue
Courtesy Review Application/Conceptual Site Plan

Dear Mr. Sullivan:

Enclosed is a copy of the Resolution adopted at the August 7, 2019 Planning Board meeting for the above-referenced matter.

Please do not hesitate to contact this office if you require further assistance.

Very truly yours,

Robin Miller
Planning Board Secretary

Enclosure (1)

cc: Joe Alpert (*via Email*)
File



RESOLUTION
PLANNING BOARD OF THE TOWNSHIP OF WEST ORANGE

Heard: August 7, 2019
Case Nos.: PB- 19-05C
Re: Library Redevelopment

WHEREAS, pursuant to Municipal Land Use Law N.J.S.A. §40:55D-31 on August 7, 2019 the Board heard a proposed project by the Township of West Orange for construction of certain improvements at the West Orange Library Redevelopment Area which is located on Township owned property located at 46 Mt. Pleasant Avenue, West Orange, NJ, said premises being a portion of the area designated on the municipal tax map as Block 68, Lot 1; and

WHEREAS, the Board having heard the presentation and having performed its review pursuant to N.J.S.A. §40:55D-31 hereby makes the following findings of fact and conclusions of law:

1. The Board accepted into evidence the following:
 - (i) Township of West Orange Planning Board Application Form
 - (ii) Copy of West Orange Township Council Resolution 180-19 dated July 16, 2019
 - (iii) Copy of West Orange Township Council Resolution 188-19 dated July 16, 2019
 - (iv) Boundary Survey prepared by MidAtlantic Engineering Partners, LLC dated July 15, 2019
 - (v) Proposed floor plans and elevations prepared by Kitchen & Associates dated August 7, 2019 (5 sheets)
 - (vi) Site Plan drawing prepared by MidAtlantic Engineering Partners, LLC dated July 31, 2019 (1 sheet) (11" x 17")
 - (vii) Site Plan drawing prepared by MidAtlantic Engineering Partners, LLC dated July 31, 2019 (1 sheet) (24" x 36")

2. The following Exhibits were admitted into evidence:

Ex. A-1 - Aerial photograph of 46 Mt. Pleasant Avenue site

Ex. A-2 - 3-dimensional rendering of proposed plan

Ex. A-3 – Proposed plan prepared by MidAtlantic Engineering Partners

3. Stephen Schoch of Kitchen & Associates was sworn and qualified as an expert in architecture. He testified that the proposed improvements to the existing Library building include the construction of a 65 unit age-restricted affordable housing project, including 61 one-bedroom units, 3 two-bedroom units, and 1 two-bedroom superintendent's unit, 7,500 square feet of space to be used by the Township for a public purpose, all to be located in a four-story elevator building with on-site parking and related improvements.
4. Gregory Domalewski PE of MidAtlantic Engineering Partners, LLC testified about setbacks, curbs, sidewalks, parking, grading, signage landscaping, lighting and circulation.

WHEREAS, the Board having heard the presentation and having performed its review pursuant to N.J.S.A. §40:55D-31 hereby makes the following findings of fact and conclusions of law:

1. The Township of West Orange proposes construction of improvements at the site of the West Orange Public Library including the construction of a four-story mid-rise apartment building having 65 affordable senior housing units, plus 7,500 sq. ft. of community space. The site will be leased to West Orange Senior Housing, LLC for 99 years. The 7,500 sq. ft. community space will be leased back to the Township for 99 years.

2. Pursuant to West Orange Township Resolution 180-19 the Township has determined that the project meets or will meet an existing housing need.

3. The Board finds that because the property is owned by the Township of West Orange and will be used for the purpose of providing affordable senior housing for the Township and space for use by the Township for a public purpose, it qualifies as a capital project under N.J.S.A. §40:55D-31.

4. The Board finds that the proposed project is not inconsistent with the Master Plan of the Township of West Orange.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of West Orange that it finds that the proposed project is not inconsistent with the West Orange Master Plan. The Board makes the following comments and recommendations to the Applicant:

1. The Board reserves the right to review and make comments upon a complete set of Site Plan and Architectural drawings and supporting technical documents, once they are available and prior to building permit application and issuance. The project shall meet the requirements of the Library Redevelopment Plan dated June 10, 2019 and shall comply with all applicable Township of West Orange and State of New Jersey ordinances and regulations.

Certified to be a true copy of the Resolution adopted on the 7th day of August 2019.



Robin Miller, Secretary

Vote on the Action Taken by the Board

Board Member	Motion	Second	Aye	Nay	Abstain	Absent
Bagoff		*	*			
Cardoza (Vice Chair)			*			
Keigher						*
Klein			*			
McCartney			*			
Trenk			*			
Wegner						*
Wilkes						*
Williams (1 st Alt.)			*			
Johnson (2 nd Alt)						*
Weston (Chairman)	*		*			

Vote on the Memorializing Resolution

Board Member	Motion	Second	Aye	Nay	Abstain	Absent
Bagoff		*	*			
Cardoza (Vice-Chair)			*			
Keigher						*
Klein			*			
McCartney			*			
Trenk			*			
Wegner						*
Wilkes						*
Williams (1 st Alt.)			*			
Johnson (2 nd Alt)						*
Weston (Chairman)	*		*			

TOWNSHIP OF WEST ORANGE

WEST ORANGE LIBRARY REDEVELOPMENT PLAN

MAY 6, 2019



Prepared By:
Heyer, Gruel & Associates

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Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street
Red Bank, NJ 07701
732-741-2900

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

Susan S. Gruel, P.P. # 1955

John Barree, AICP, P.P. #6270, LEED Green Associate

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INTRODUCTION AND PROCESS

The West Orange Library Redevelopment Area is the property located at 46 Mount Pleasant Avenue that is developed with the West Orange Free Public Library. 46 Mount Pleasant Avenue consists of a portion of Block 68, Lot 1 and a portion of the Municipal Plaza right-of-way, a paper street, that is developed in conjunction with the properties that make up the Township municipal complex (the "Area").

On November 27, 2018, the Township Council adopted resolution 266-18, which was subsequently amended to clarify the extent of the study area by resolution 12-19 on January 8, 2019 to direct the West Orange Township Planning Board to investigate the Area to determine if it qualified as a non-condemnation area in need of redevelopment per the statutory criteria of the Local Redevelopment and Housing Law (LHRL) N.J.S.A. 40A:12A, et seq.

Heyer, Gruel & Associates prepared a preliminary investigation report entitled, "46 Mount Pleasant Avenue Redevelopment Study", dated February 6, 2019 (the "Study"). The Township Planning Board held a public hearing on the Study on March 6, 2019. On March 12, 2019, the Planning Board adopted Resolution 19-01, which recommended that the Area be designated as a non-condemnation area in need of redevelopment.

The Township Council adopted resolution 99-19 at its March 19, 2019 meeting, designating the Area as in need of redevelopment. As part of resolution 99-19, Heyer, Gruel and Associates was retained by the Township Council to work with the Township Planning Board to prepare a Redevelopment Plan for the Area.

The Plan contains the elements required by the LRHL, sets forth goals and objectives for the area, and provides use and design standards to govern the redevelopment of the Area in a manner consistent with the Township's goals and objectives.



Mount Pleasant Avenue, Library Parking Lot

STATUTORY REQUIREMENTS

The Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-

1, et seq.), requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

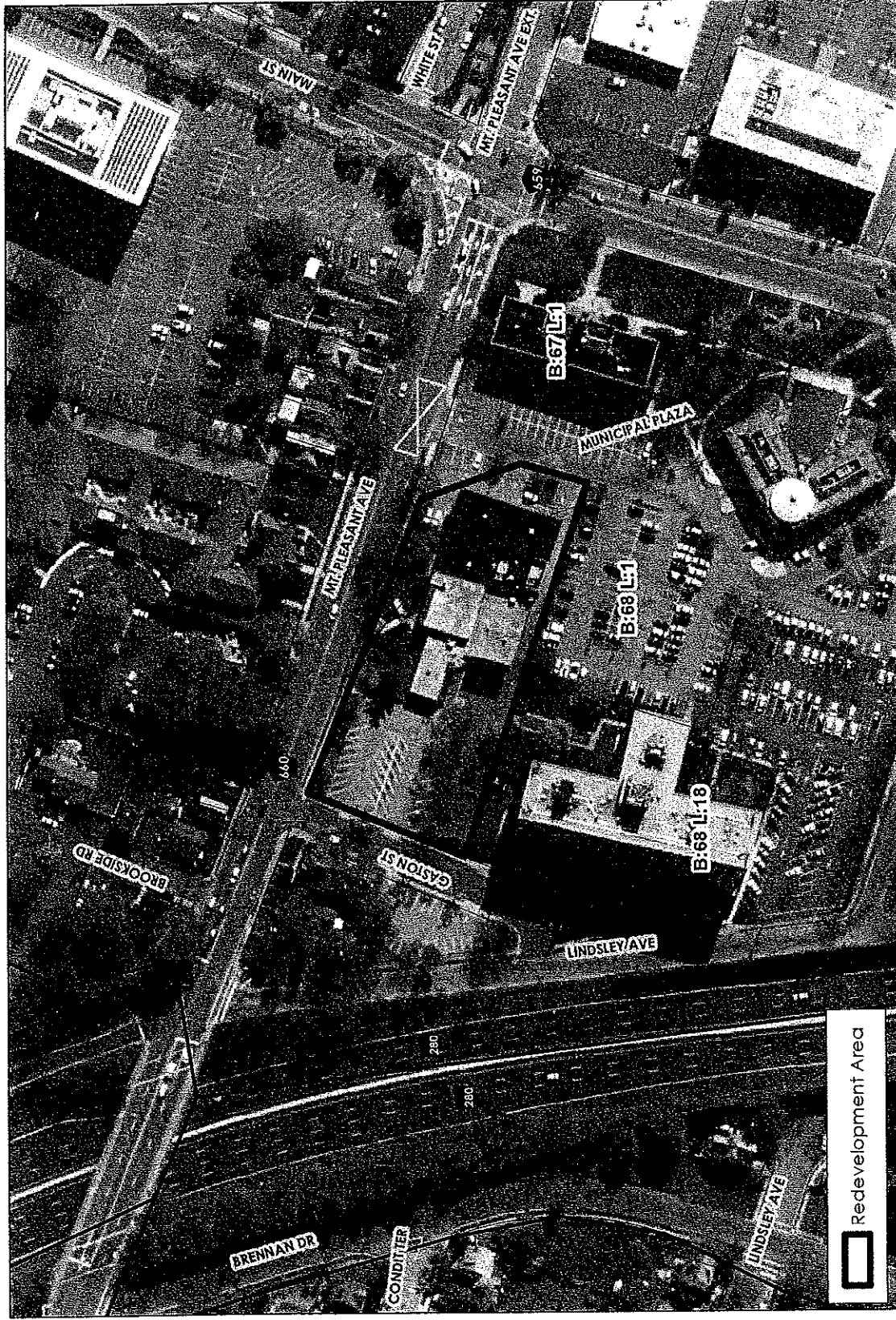
1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. 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 municipality is located; and
 - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.

7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

This redevelopment plan includes each of these required sections, as applicable, serving as a guide for the redevelopment of the West Orange Library Redevelopment Area in the Township of West Orange.



West Orange Public Library Redevelopment Area

Aerial

West Orange, NJ

HIGIA

HEYER, GRUEL & ASSOCIATES

Redevelopment Area

Source: N.J.O.G.S., N.J.G.N., N.J.U.D.E.P., N.J.U.D.O.T.

EXISTING CONDITIONS

Location and Description

The Area consists of a portion of Block 68, Lot 1 and a portion of the Municipal Plaza right-of-way. The Area is developed with the West Orange Free Public Library and associated parking areas and circulation aisles. The Library's address is 46 Mount Pleasant Avenue.

The Area is situated in the northwest corner of the Township municipal complex, which includes the municipal offices at 66 Main Street and the Municipal Court. Mount Pleasant Avenue forms the northern boundary of the Area, Gaston Street is the western edge, the John P. Renna Jr. House, a senior citizen housing complex abuts the southwestern edge of the Area, and the remainder of the municipal complex forms the eastern and southeastern bounds.

Other nearby uses include a mix of offices, retail storefronts, general commercial uses, and residences along Mt. Pleasant Avenue and Main Street. Interstate 280 is located just to the west of the Area. The limited access highway is accessible from Mt. Pleasant Avenue for westbound travel, and from Northfield Avenue for eastbound travel. The City of Orange is located to the east of the Area.

Regional Context

The Township is in central Essex County and is bisected by the Interstate 280 corridor, which runs east to west. The Garden State Parkway is several miles to the east and is the major north-south highway in the region.

The Township is bordered by several municipalities. Livingston, Roseland, and Essex Fells are located to the west, Verona and Montclair are located to the north, the City of Orange is located to the east, and Millburn, Maplewood, and South Orange are located to the South.

The Township is developed with a mix of uses. Residential neighborhoods exist in a mix of densities with single-family homes, townhouse developments, condominium developments, and multi-family developments located in the Township.

Commercial development in the Township includes highway-oriented shopping centers, campus style office parks, and Main Street and neighborhood business districts. Public land and sensitive environmental features, particularly areas with steep slopes are also important to land use patterns in the Township. Turtleback Zoo, the Orange Reservoir, and Eagle Rock Reservation are some of the most prominent open space and recreation areas in the Township.

Existing Land Use

The Area is currently developed with the West Orange Free Public Library. The property slopes from west to east, with an elevation of approximately 200 feet at the corner of Mount Pleasant Avenue and Gaston Avenue and a low point at approximately 180 feet near the south-central portion of the Area adjacent to the library structure.

The library is a two-story building that is built into the grade. The original two-story structure is at grade with a parking lot that is accessed from a two-way driveway to Gaston Avenue. The library's main entrance is oriented toward Mount Pleasant Avenue, which slopes downhill from west to east along the property frontage. An extension known as the "Edison Wing" was added onto the library in 1979. This addition is supported by concrete piers and extends over a covered parking area that also includes a delivery / employee entrance and book drop area.

A narrow driveway along the southern boundary of the Area provides access to an employee parking area near the southwest corner of the building. This parking area abuts retaining walls that define the grade and support the "upper" parking lot adjacent to Gaston Avenue.

The Municipal Drive right-of-way is a paper street that cuts through the municipal plaza. It extends from Mount Pleasant

Avenue to the intersection of Lindsley Avenue and Main Street. The right-of-way has been part of the municipal plaza for decades. The portion of the right-of-way in the area includes the northeastern corner of the building and several parking spaces.

Existing Zoning

The Area, along with the rest of the municipal complex is in the OB-2 Office Building District.

The following are the standards for the OB-2 District:

Permitted Principal Uses

- One-Family, Detached Dwelling
- Water Reservoir, Well Tower, Filter Bed
- Federal, State, County or Township Building
- Golf Course or Golf Course House
- Farm, Nursery, Greenhouse and Similar Uses
- Hospital
- Office Buildings

Permitted Accessory Uses

- Required Accessory Parking
- Signs

Permitted Conditional Uses

- | | |
|-------------------------|---|
| • Commercial Recreation | • Private Club, Other than a Golf Club |
| • Public School | • House of Worship |
| • Private School | • Nursing Home |
| • Library | • Long-term Care Residential Health Care Facility |
| • Museum | • Congregate Care Facility |
| • Park or Playground | • Assisted Living |