

**TOWNSHIP OF SOUTH ORANGE VILLAGE
BOARD OF TRUSTEES**

REGULAR MEETING
April 27, 2020, 7:15 PM

ORDER OF BUSINESS

CALL MEETING TO ORDER

Roll Call: Village President Collum
Trustee Clarke
Trustee Coallier
Trustee Hartshorn Hilton
Trustee Jones
Trustee Schnall
Trustee Zuckerman
Mr. Loehner, Village Administrator
Mr. Rother, Village Counsel
Mr. Harris, Village Clerk

MEETING NOTICE STATEMENT

Adequate notice of this meeting had been provided to the press in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6. In addition, notice of this meeting was posted in Village Hall and on the Village's website, and has been filed in the Office of the Village Clerk. Official action may be taken. Kevin D. Harris, Village Clerk

RESOLUTION TO GO INTO EXECUTIVE SESSION

2020-097 RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE APRIL 27, 2020 REGULAR MEETING OF THE BOARD OF TRUSTEES

**Matter/ (OPMA Exception)
Executive Session**

- Proposed "Vaping" Ordinance (Public Health & Safety, Attorney/Client Privilege); and
- Items for discussion may be introduced at table

Voice Vote:

RECONVENE INTO OPEN SESSION

Roll Call: Village President Collum
Trustee Clarke
Trustee Coallier
Trustee Hartshorn Hilton
Trustee Jones
Trustee Schnall

Trustee Zuckerman
Mr. Loehner, Village Administrator
Mr. Rother, Village Counsel
Mr. Harris, Village Clerk

ANNOUNCEMENTS

Census 2020 - Please Be Sure to Complete Your Survey - By now, every home in South Orange and across the nation should have received an invitation to participate in the 2020 Census. Please remember, there are three ways to respond: online, by phone, or by mail. When you respond to the census, you'll tell the Census Bureau where you live as of April 1, 2020. Details can be found on the Village's website at southorange.org.

Importance of continuing to follow the COVID-19 Emergency Precautions - As the COVID-19 pandemic continues to cause us all health concerns and inconvenience; it is critical that we continue to follow the emergency mandates put in place at the various levels of government, mainly to continue social distancing: staying home and only going outdoors if absolutely necessary. Remember when going outdoors to wear protective face masks and gloves and to maintain 6 feet of separation between other residents and yourself. Please continue to monitor the Village's website at southorange.org for continuing information and updates.

PUBLIC COMMENTS

Village President opens meeting for public comment.

ORDINANCES FOR FIRST READING

2020-10 AN ORDINANCE AMENDING VILLAGE CODE, CHAPTER 96, BUSINESS LICENSING AND REGULATIONS, BY THE ADDITION OF NEW ARTICLE VI, FACILITATING STATE LAW BY ASSURING THAT MERCHANTS SECURE PROOF OF AGE PRIOR TO THE SALE OF VAPING PRODUCTS.**[TABLED FROM 04-13-2020]**

Roll Call Vote:

2020-11 AN ORDINANCE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY APPROVING THE APPLICATION AND FINANCIAL AGREEMENT FOR TAX EXEMPTION OF VOSE AVENUE APTS. URBAN RENEWAL, LLC FOR AN URBAN RENEWAL PROJECT WITH RESPECT TO A PORTION OF VILLAGE LOCATED ON BLOCK 1006, LOTS 1, 2, 3, 9, 10, 11, 13 AND 14

Roll Call Vote:

ORDINANCES FOR SECOND READING

2020-09 ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY, ADOPTING THE "VOSE + TAYLOR REDEVELOPMENT PLAN" PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-

1 et seq.

Public Hearing:

Roll Call Vote:

RESOLUTIONS ON CONSENT AGENDA

2020-098 RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

2020-099 RESOLUTION AUTHORIZING THE HIRING OF AN ACTING ELECTRICAL SUB-CODE INSPECTOR IN THE TOWNSHIP OF SOUTH ORANGE VILLAGE'S BUILDING DEPARTMENT

2020-100 RESOLUTION AMENDING AND RATIFYING RESOLUTION # 2020-093 AND AWARDING A CONTRACT TO COLONNELLI BROTHERS, INC., FOR SCOTLAND ROAD WATER MAIN REPLACEMENT AND DECORATIVE LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION, EIGHT HUNDRED AND SEVENTY-SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-FIVE DOLLARS (\$2,877,675.00)

2020-101 RESOLUTION APPOINTING MICHAEL CANDARELLA TO THE POSITION OF DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR THE TOWNSHIP OF SOUTH ORANGE VILLAGE

Roll Call Vote:

BOARD OF HEALTH

Recess Meeting of Board of Trustees and Convene as the Board of Health.

Voice Vote:

Roll Call: Board Member Clarke
 Board Member Collum
 Board Member Hartshorn Hilton
 Board Member Jones
 Board Member Schnall
 Board Member Zuckerman
 Board President Coalier

Board Members have been provided with the monthly report for April 2020 from John Festa, M.A., Health Officer.

Adjourn as the Board of Health to Reconvene as the Board of Trustees.

Voice Vote:

Roll Call: Village President Collum
 Trustee Clarke
 Trustee Coalier

Trustee Hartshorn Hilton
Trustee Jones
Trustee Schnall
Trustee Zuckerman
Mr. Loehner, Village Administrator
Mr. Rother, Village Counsel
Mr. Harris, Village Clerk

APPROVAL OF BILLS

Trustee Hartshorn Hilton, Chair of the Finance and Capital Projects Committee presents the Bills List audited by the Village Treasurer dated April 27, 2020. The Board of Trustees has been provided with a copy of the Bills List prior to the meeting for examination.

2020-102 RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH APRIL 27, 2020 IN THE TOTAL AMOUNT OF \$2,393,263.53

Roll Call Vote:

VILLAGE PRESIDENT REPORT

VILLAGE ADMINISTRATOR REPORT

VILLAGE COUNSEL REPORT

TRUSTEE REPORTS

Trustee Karen Hartshorn Hilton - Finance and Capital Projects Committee

- Library Updates

PUBLIC COMMENTS

Village President opens meeting for public comment.

NEW BUSINESS

ADJOURNMENT

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING AN EXECUTIVE SESSION AT THE APRIL 27, 2020 REGULAR MEETING OF THE BOARD OF TRUSTEES

WHEREAS, there exists a need to hold an Executive Session for the purpose of discussing the following matter, which falls within the exceptions to the Open Public Meeting Act, N.J.S.A. 10:4-12 et. seq., to wit:

**Matter / (OPMA Exception)
Executive Session**

- Proposed "Vaping" Ordinance (Public Health & Safety, Attorney/Client Privilege); and
- Additional items for discussion may be included at table.

WHEREAS, it is unknown at this time when such discussion to take place in Executive Session may be disclosed to the public;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village as follows:

1. This Executive Session meeting of Board of Trustees of the Township of South Orange Village shall be closed to the public for discussion of the aforesaid referenced matter.
2. The matter discussed during this Executive Session meeting shall be disclosed to the public at such time when reason for discussing and acting on same in Executive Session shall no longer exist.

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

Tabled: April 13, 2020

Introduced: April 27, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2020-10

AN ORDINANCE AMENDING VILLAGE CODE, CHAPTER 96, BUSINESS LICENSING AND REGULATIONS, BY THE ADDITION OF NEW ARTICLE VI, FACILITATING STATE LAW BY LICENSING RETAIL ESTABLISHMENTS THAT SELL VAPING PRODUCTS.

WHEREAS, the United States Center for Disease Control has determined that vaping is highly detrimental to human health, and in recent years has significantly increased among middle and high school students; and

WHEREAS, the New Jersey legislature has enacted legislation prohibiting the sale of tobacco and Vaping Products to individuals under the age of 21, to wit N.J.S.A. 2A:170-51.4, N.J.S.A. 2A:170-51.9 and N.J.S.A. 2C:33-13.1; and

WHEREAS, the above referenced legislation delegates enforcement to local governments; and

WHEREAS, local governments have found that enforcement of the prohibition of the sale of Vaping Products to Minors is extremely difficult if sold in retail establishments that also sell a variety of other unregulated products, and

WHEREAS, the Township of South Orange Village has determined to enact an ordinance that will make the above referenced statutes enforceable with respect to the sale of Vaping Products to Minors.

NOW THEREFORE BE IT ORDAINED by the Board of Trustees of the Township of South Orange Village, a municipal corporation of New Jersey located in Essex County thereof, as follows:

Section 1.

Chapter 96 is hereby amended by the addition of a new Article VI, Sections 33-36 as follows:

Section 96-33. Definitions

ADMINISTRATOR – The Township of South Orange Village Administrator or his/her designee.

AUTHORIZED SALES PERSON – An employee of a Retail Vaping Establishment who is at least 21 years of age and designated by the Business Principal as a person who may Sell Vaping Products.

BUSINESS PRINCIPAL - A person who possesses an equity interest in a Business Entity.

BUSINESS ENTITY - Any sole proprietorship, joint venture, partnership, limited partnership, limited liability company, corporation or any other legally formed entity.

CCTV CAMERA – A closed circuit surveillance camera, with a video recorder.

HEALTH OFFICER – The Township of South Orange Village Health Officer or his/her designee.

MINORS - Persons under the age of 21.

PHOTOGRAPHIC IDENTIFICATION – either a driver's license or non-driver identification card issued by the New Jersey Motor Vehicle Commission, a similar card issued pursuant to the laws of another state or the federal government of Canada, or a Photographic Identification card issued by a county clerk.

RETAIL VAPING ESTABLISHMENT - A location at which a Business Entity has been licensed to Sell Vaping Products.

SELL - Offer for sale, give, furnish, or distribute for commercial purpose at any or minimal cost or with coupons or rebate offers.

STATE LAW – N.J.S.A. 2A:170-51.4, N.J.S.A. 2A:170-51.9 and N.J.S.A. 2C:33-13.1

VAPING PRODUCTS - Any "liquid nicotine", "liquid nicotine container" and "vapor products", all as defined in N.J.S.A. 2A:170-51.9a; and any electronic or other device designed to permit individuals to inhale liquid nicotine or vapor products.

Section 96-34. Licensure Requirement

Any Business Entity wishing to Sell Vaping Products shall only do so after securing a license for a Retail Vaping Establishment from the Health Officer. Vaping Products shall only be sold within Retail Vaping Establishments. Should a Business Entity wish to Sell Vaping Products from multiple locations, each location shall require a separate license. Licenses shall be issued and renewed annually on December 31, for a fee of \$500. Business Entities and Business Principals previously convicted of Selling Vaping Products to Minors shall be denied a license.

Section 96-35. Retail Vaping Establishment Requirements

Every Retail Vaping Establishment shall comply with the following requirements:

- A. It shall be located on a ground floor, and shall be at least 200 feet from any school or house of worship, measured entrance to entrance.

- B. Prior to the effective date hereof, all existing Retail Vaping Establishments shall install one or more CCTV Cameras. Such CCTV Camera(s) shall be installed at a location so that (1) the production of Photographic Identification by customers and review thereof by the employee, and (2) the release of the Vaping Product to the customer, are all recordable by the CCTV Camera(s).
- C. Before Selling a Vaping Product, the Retail Vaping Establishment shall obtain—Photographic Identification from every purchaser regardless of perceived age.
- D. Before a Business Principal authorizes an employee to become an Authorized Sales Person, the Business Principal shall 1) obtain Photographic Identification indicating that the employee is at least twenty one (21) years old, and 2) submit certification on a form provided by the Health Officer that the employee was instructed with respect to requirements of this Article VI, and all New Jersey statutes and regulations concerning Vaping Products.
- E. Only Authorized Sales Persons shall Sell Vaping Products in a Retail Vaping Establishment.
- F. Vaping Products shall not be displayed in storefront windows, and shall be displayed and stored within Retail Vaping Establishments so that they are not accessible to customers. Vaping Products shall not be dispensed from vending machines.

Section 96-36. Violations/Penalties

- A. Any violation of this Article VI and/or State Law shall subject the licensed Business Entity, Business Principal and employee to a summons before the South Orange Municipal Court. Licensed Business Entities shall also be held responsible for violations by Business Principals and employees. Such summons shall be issued by the Health Officer or any South Orange police officer.
- B. Conviction for failure to request Photographic Identification when required shall subject licensed Business Entities, Business Principals and employees to a fine of \$1,000 or such greater fine as permitted by law. All other violations of this Article VI shall subject a licensed Business Entity to a fine of \$500 for the first offense and \$1,000 for each additional offense or such greater fine as permitted by law. Conviction for Selling Vaping Products to Minors shall subject licensed Business Entities, Business Principals and employees to both civil and criminal penalties pursuant to State Law.
- C. Upon a second conviction of a violation of this Article VI and/or State Law, the Health Officer shall revoke the license to Sell Vaping Products. The licensed Business Entity may appeal the revocation to the Administrator. The Administrator shall conduct an audio recorded hearing within 30 days of the revocation, unless the licensed Business Entity requests a later date, but in no event later than 90 days. The licensed Business Entity may be represented by legal counsel and may, at its expense, choose to have a written record of the hearing by a licensed court reporter. The decision of the Administrator shall be final.

Section 2.

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Section3.

If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

Section 4.

This ordinance shall take effect after final passage and publication as required by law, except for the following:

- A. The initial licensing fee is not payable until 90 days post closure of any State of New Jersey declared State of Emergency that impacts the Township of South Orange Village.
- B. The requirement to install CCTV Cameras, where needed, is deferred until 90 days post closure of any State of New Jersey declared State of Emergency that impacts the Township of South Orange Village.

Section 5.

On passage this ordinance shall be codified.

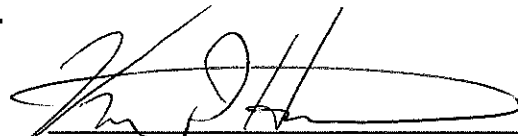
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Table Ordinance Until April 27, 2020

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier			X			
Hartshorn Hilton			X			
Jones			X			
Schnall	X		X			
Zuckerman			X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was tabled by the Board of Trustees at their regular meeting held on Monday, April 13, 2020.


Kevin D. Harris
Village Clerk

#

Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their regular meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their regular meeting held on Monday, May 11, 2020.

Kevin D. Harris
Village Clerk

Adopted:

Attest:

Sheena C. Collum, Village President

Kevin D. Harris, Village Clerk

Introduced: April 27, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2020-11

AN ORDINANCE OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY APPROVING THE APPLICATION AND FINANCIAL AGREEMENT FOR TAX EXEMPTION OF VOSE AVENUE APTS. URBAN RENEWAL, LLC FOR AN URBAN RENEWAL PROJECT WITH RESPECT TO A PORTION OF VILLAGE LOCATED ON BLOCK 1006, LOTS 1, 2, 3, 9, 10, 11, 13 AND 14

WHEREAS, the Township of South Orange Village, in the County of Essex, State of New Jersey (the "**Village**"), a public body corporate and politic of the State of New Jersey (the "**State**"), is authorized pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), to determine whether certain parcels of land within the Village constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, pursuant to and in accordance with the criteria set forth in the Redevelopment Law, the Board of Trustees of the Village (the "**Trustees**") adopted resolution #66-95 requesting the Planning Board of the Village (the "**Planning Board**") study and prepare a map delineating certain areas, including Block 1006, Lots 1, 2, 13 and 14 as "an area in need of redevelopment" (the "**1995 Study**"); and

WHEREAS, after public hearings held on October 10, 1995 and November 6, 1995, the Planning Board adopted a resolution on December 4, 1995 recommending to the Trustees that certain properties including Block 1006, Lots 1, 2, 13 and 14 along with the Municipal Parking Lot (Block 1006, Lot 3) and the alley ways between Block 1006, Lots 8 and 9 be designated as "area(s) in need of redevelopment"; and

WHEREAS, by Resolution 301-95 adopted on December 18, 1995, the Trustees designated the Block 1006, Lots 1, 2, 13 and 14 as an "area in need of redevelopment"; and

WHEREAS, by virtue of Resolution 57-98, the Trustees, requested that the Planning Board study and prepare a map delineating certain areas, including Block 1006, Lots 3, 9 and 10 as "an area in need of redevelopment" as part of an addendum to the 1995 Study; and

WHEREAS, the Planning Board, by resolution adopted on August 3, 1998, the recommended certain parcels, including Block 1006, Lots 3, 9, 10 and 11 (together with the '1995 Study Area,' the "**Redevelopment Area**") be designated by the Trustees as "an area in need of redevelopment"; and

WHEREAS, by Resolution 17-99 adopted on January 1, 1999, the Trustees designated the Block 1006, Lots 3, 9 and 10 as an "area in need of redevelopment"; and

WHEREAS, pursuant to *N.J.S.A. 40A:12-4*, the Trustees have determined to act as the “redevelopment entity” (as such term is defined at *N.J.S.A. 40A:12A-3* of the Redevelopment Law) for the Redevelopment Area; and

WHEREAS, the Trustees determined that the proposal of Vose Avenue Apt. Urban Renewal, LLC (the “**Redeveloper**”) most closely aligns with the vision of the Village for the adaptive reuse of the Redevelopment Area; and

WHEREAS, the Trustees requested that the Planning Board prepare a redevelopment plan that relates to the Block 1006, Lots 1, 2, 9, 10, 11, 13 and 14 (the “**Redeveloper Property**”) and Block 1006, Lot 3 (the “**Village Property**”, together with ‘Redeveloper Property’, the “**Property**”); and

WHEREAS, by Ordinance No. 96-43 adopted on November 25, 1996, the Village Board of Trustees adopted the Central Business District Redevelopment Plan, which subsequently was amended by Ordinance No. 20-2002, adopted on September 23, 2002, by Ordinance No. 08-20, adopted on October 15, 2008, by Ordinance 2012-24 adopted on January 28, 2013 and by Ordinance 2014-03 adopted on May 19, 2014 (the “**Central District Plan**”) for the Central District Redevelopment Area; and

WHEREAS, Redeveloper and the Village each own a portion of the Redevelopment Area and Redeveloper is a developer with resources and a team of professionals in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance, and real estate development required for the proposed redevelopment of the Property; and

WHEREAS, in order to redevelop the Redevelopment Area as envisioned by the Village and Redeveloper, certain changes were required to be made to the Central Business Redevelopment Plan; and

WHEREAS, by Ordinance 2020-09 adopted on April 27, 2020 the Trustees adopted a redevelopment plan entitled “The Vose + Taylor Redevelopment Plan” (the “**Redevelopment Plan**”); and

WHEREAS, the Village recognizes that the involvement of Redeveloper in this effort will ensure that residents of the Village will benefit from the expertise of the private sector in facilitating successful redevelopment of the Property; and

WHEREAS, the Redevelopment Law authorizes the redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated as “an area in need of redevelopment” pursuant to *N.J.S.A. 40A:12A-8*; and

WHEREAS, the Village has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan, and all other Applicable Laws, ordinances and regulations; and

WHEREAS, the Village has determined that the redevelopment of the Property in accordance with applicable provisions of the Redevelopment Plan will contribute to the

redevelopment and reinvigoration of the Village and to the social and economic improvement of the Village in accordance with the legislative intent, goals and objectives of the Redevelopment Law; and

WHEREAS, despite the Redeveloper's substantial investment of equity and borrowed funds, such amounts are insufficient to pay for all the costs associated with the Project, specifically the substantial cost of the rehabilitation of the exterior of Village Hall; and

WHEREAS, pursuant the Redevelopment Law, improvements to property located within an area in need of redevelopment may qualify for long term tax exemptions under the Long-Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the "**LTTE Law**"); and

WHEREAS, in order to enhance the economic viability of an opportunity for a successful project, the Redeveloper has submitted an application for the approval of the Project (the "**Exemption Application**") and a form of financial agreement (the "**Financial Agreement**") to the Village for the approval of an urban renewal project, all in accordance with *N.J.S.A. 40A:20-8*; and

WHEREAS, pursuant to *N.J.S.A. 40A:20-8*, the Village President has reviewed the Exemption Application and, by a letter dated April 27, 2020 a copy of which is attached hereto as **Exhibit A** (the "**President's Recommendation**"), the Village President has submitted the Exemption Application and Financial Agreement to the Trustees with her recommendation for approval, subject to the condition that the Redeveloper pay, in lieu of tax payments on the Project, an annual service charge, such that the combined tax payment on the land and the annual service charge paid by the Entity each year shall be no less than the amount of the total property taxes that would otherwise be owed on the Property, after redevelopment, if the Financial Agreement has not been executed; and

WHEREAS, upon review of the proposed Project, the Exemption Application and the President's Recommendation, the Village has made the following findings with respect to the Project pursuant to *N.J.S.A. 40A:20-11*:

1. The Project will (a) generate approximately seventy-five (75) construction jobs and approximately twenty-five (25) permanent positions, (b) generate significant amounts of new municipal revenues through the Annual Service Charge, parking fees and water/sewer fees, (c) provide for shared parking through the construction of a structured parking deck, and (d) is a transit-oriented development that furthers smart growth norms, and will substantially enhance the viability and vitality of the Village's downtown;

2. Given the uncertainty and instability of current economic and market conditions, the investment risk makes the financing of the Project infeasible in the absence of a tax exemption provided by the Village;

3. The Project is consistent with the Redevelopment Plan, will further its objectives and will contribute to the economic growth of the Village; and

4. The Financial Agreement was a material inducement to the Redeveloper to undertake the Project in the Village and facilitate the redevelopment of the Project; and

WHEREAS, in accordance with the provisions of the LTTE Law, the Village desires to approve the Project, the Exemption Application and the Financial Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, NEW JERSEY AS FOLLOWS:

Section 1. The Recitals are incorporated by reference as if set forth in full.

Section 2. The Exemption Application submitted by the Redeveloper is hereby approved in accordance with Section 8 of the LTTE Law.

Section 3. The Village President, in consultation with counsel to the Village, is hereby authorized to execute the Financial Agreement and prepare, amend or execute any other agreements necessary to effectuate this ordinance, all subject to modification or revisions, as deemed necessary and appropriate.

Section 4. The Clerk of the Village is hereby authorized and directed, upon execution of the Financial Agreement by the Village President, to attest to the signature of the Village President and to affix the corporate seal of the Village upon such document.

Section 5. Any exemption from taxation as set forth in the Financial Agreement is hereby granted to the Entity, with respect to the Project for the term set forth in the Financial Agreement; provided that in no event shall the term of the Financial Agreement exceed the earlier of (i) thirty-five (35) years from the date of execution of the Financial Agreement or (ii) to the extent permitted by the LTTE Law, twenty-five (25) years from the Annual Service Charge Start Date (as defined in the Financial Agreement) for the Project and only so long as the Entity remains subject to and in compliance with the Financial Agreement and the LTTE Law and; provided further, that the Entity does not file a petition of tax appeal for the Project or any part thereof.

Section 6. The executed copy of the Financial Agreement shall be certified by and filed with the Office of the Village Clerk. Further, the Village Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Village and the Director of the Division of Local Government Services with the Department of Community Affairs, in accordance with Section 12 of the LTTE Law.

Section 7. The Project shall conform with all federal, state and Village laws, ordinances and regulations relating to its construction and use.

Section 8. The Redeveloper shall, in the operation of the Project, comply with all laws so that no person of race, religious principles, color, national origin or ancestry will be subject to discrimination.

Section 9. The Redeveloper shall, from the time, as the Annual Service Charge becomes effective under the Financial Agreement, pay to the Village the estimated quarterly Annual Service Charge for the Project until the correct amount due from the Entity is determined by the certified financial audit report, required to be submitted under the terms of the Financial Agreement. After the report has been accepted by the Village and within ninety (90) days thereafter, the Village and the Redeveloper shall adjust any over or underpayment so made or required to be made for the period covered by the certified audit report.

Section 10. This ordinance shall take effect in accordance with all applicable laws.

#

Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their regular meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their regular meeting held on Monday, May 11, 2020.

Kevin D. Harris
Village Clerk

Adopted:

Attest:

Sheena C. Collum, Village President

Kevin D. Harris, Village Clerk

Application for
Long Term Tax Exemption

Vose Ave. Apts. Urban Renewal, L.L.C.
Name of Applicant

447 Northfield Avenue, Suite 200
West Orange, NJ 07052
Address of Applicant

57-65 South Orange Avenue
12-14 Vose Avenue
52-62 Taylor Place
11 Scotland Road
South Orange, NJ 07079
Address of Project Site

Overview of application contents:

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Section IV - Type of exemption and term requested
- Representations and certifications required by statute
- Signature by the applicant
- Exhibits

I. Instructions:

Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the tax exemption authorization process or cause the application to be denied.

Important notes:

- 1) Certain documents required in this application must be prepared by qualified professionals other than the applicant. In particular, survey documents must be signed and sealed by a licensed surveyor, site plan documents must be signed and sealed by a professional engineer and detailed cost estimates must be certified by a licensed engineer or architect.
- 2) Under New Jersey law, applicants for long-term exemption must be organized as an Urban Renewal Entity as certified by the New Jersey Department of Community Affairs. (Low and moderate income housing projects located in particular areas may be exempt from this requirement in certain cases.)
- 3) The application must be accompanied by a proposed form of financial agreement. Please ensure that the financial agreement attached to this application is appropriate to the type of project for which you are seeking an exemption.

Completed applications, including the application fee, should be submitted to:

Adam Loehner
Village Administrator
The Township of South Orange Village
101 South Orange Ave.
South Orange, New Jersey 07079

If you have any questions regarding the application or the tax exemption process, please contact:

Erin K. Law, Esq.
McManimon, Scotland & Baumann
75 Livingston Avenue
Roseland, New Jersey 07068
Tel.: (973) 622-1800

II. Developer Identification:

A. Name of Applicant:

Vose Ave. Apts. Urban Renewal, L.L.C.

B. Principal Address:

447 Northfield Avenue, Suite 200, West Orange, NJ 07052

C. Type of Entity (check one)

 Corporation X LLC LLP Partnership Other (please specify)

D. Contact Information

1.) Name of Primary Contact: Jared Lustbader

2.) Contact Numbers:

a. Phone: (973) 731-2791

b. Fax: (973) 731-6279

c. Email: jared@hubnj.com

E. Name and Address of Statutory Agent:

Please list the name and address of the entity upon whom a legal process can be served:

Jared M. Lustbader

447 Northfield Avenue, Suite 200

West Orange, New Jersey 07052

F. Federal Tax Identification Number:

47-1807057

G. Disclosure of Ownership:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information utilizing the form provided with Exhibit 1 of this application.

H. Certificates of Incorporation and Approval:

Please provide a copy of the approved certificate of incorporation or formation by the State of New Jersey for the entity applying for the exemption. Attach the certificate as Exhibit 2.

Also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs. Attach that certificate as Exhibit 3. (The only projects exempt from this requirement are low and moderate income housing projects located outside a designated redevelopment area.)

I. Authorization to Submit Application:

Please provide a certified copy, bearing the seal of the urban renewal entity, of a company resolution authorizing submission of the application in the form provided as Exhibit 4 of this application.

III. Project Description:

A. Applicant's Ownership Interest in the Project:

 X Conventional (Fee Simple) Condominium

B. Project Type (Please check all that apply):

 X Residential; X Retail; X Office; Manufacturing; Distribution Facility; Hotel;

Other (Specify): _____

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

81.4 % Residential; 7.1 % Retail; 5.8 % Office; % Manufacturing; % Distribution Facility;

 % Hotel; % Other (specify here _____)

C. Marketing Expectation:

 For Sale X For Lease Both

D. Project Location:

1. Provide all of the street addresses by which the project site is currently known:

Address #1: 57-65 South Orange Avenue

Address #2: 12-14 Vose Avenue

Address #3: 52-62 Taylor Place

Address #4: 11 Scotland Road

Use additional sheets if necessary

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official maps of the Tax Assessor as of the date of this application (i.e. prior to any subdivision associated with the project):

Block: 1006 Lots: 1, 2, 3, 9, 10, 11, 13 and 14

Use additional sheets if necessary

3. Metes and Bounds Description:

Please attach the metes and bounds description of the project site as Exhibit 5 of this application.

4. Survey:

Please attach survey of the project site as Exhibit 6 of this application. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

E. Deed or Lease Agreement:

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 confirming that the project is under the control of the applicant.

F. Purpose of Project:

Please check all that apply:

1. This project is located within an officially designated "area in need of redevelopment."
☒ Yes ☐ No
2. This project is located within an Urban Enterprise Zone.
☐ Yes ☒ No
3. This Project is intended to provide housing to low and/or moderate income households:
☒ Yes ☐ No

Please indicate the number of units of each type listed below, as appropriate.

Number of units for low income households 4
Number of units for moderate income households 7
Number of market rate units 100
Total number of residential units 111

4. This Project is intended to provide housing to households relocated as a result of a redevelopment project: ☐ Yes ☒ No
5. This Project is intended as a means to implement the objectives set forth in an adopted Redevelopment Plan: ☒ Yes ☐ No
6. If the answer to questions 3 through 5 of this section was "No", please indicate the purpose of the Project:

N/A

H. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings,

floor plans and other graphic materials if available. Attach this description as Exhibit 8 of this application.

I. Current Conditions:

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Attach extra pages as needed.

The project site currently consists of a range of uses from a municipally owned surface parking lot (Lot 3) to commercial institutions. Lots 9 and 10 front South Orange Avenue and are comprised of one- and two-story commercial buildings. Lot 13 is primarily a commercial property, accommodating a daycare center and its associated parking. Lots 1 and 14 provide parking and access to the project site's commercial uses. The Applicant intends on demolishing the existing buildings and constructing the development with structured parking.

2. Provide a list with the current tax assessment and the current real property tax levy for each lot included within the project site. Attach extra pages as needed.

Block	Lot	Current Tax Assessment	Current Real Property Tax Levy
1006	1	322100	10300.76
1006	2	585500	18724.29
1006	3	358900	0
1006	9	691600	22117.37
1006	10	1797000	57468.06
1006	11	1076600	34429.67
1006	13&14	1401800	44829.56

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach extra pages as needed.

Block	Lot	Current Status of Municipal Fees and Charges (specify type)
-------	-----	---

Fees and assessments paid in full.

J. Site Plan Approval:

Provide a copy of the site plan approved by the Planning Board for the Project. Also provide a copy of the resolution of the Planning Board providing final site plan approval for the project. Attach the site plan as Exhibit 9 of this application and the resolution as Exhibit 10 of this application.

K. Project Cost Estimates

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project as Exhibit 11 of this application.
2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by Section K.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates as Exhibit 12 of this application.

L. Project Pro-Forma:

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover the full exemption period. Projections involving the sale of units should be for the period expected to be needed to complete all sales activity. Attach the projection as Exhibit 13 of this application.

M. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 14 of this application.
2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 15 of this application.

N. Explanation of the Need for Tax Exemption:

Provide an explanation of why the applicant believes that a long term tax exemption is necessary to make this project economically feasible. Attach the explanation as Exhibit 16 of this application.

O. Project Schedule:

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 17 of the application.

P. Statement of Project Benefits:

Provide a detailed description of the public benefits that would result from the project. At a minimum, include a projection of the number and type of construction jobs to be created, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments. Attach the description as Exhibit 18 of the application.

IV. Exemption Information:

A. Annual Service Charge to be based on: (check one)

 X Annual Gross Revenue (Non-condominium) Project Cost

___Imputed debt service (Condominium)

B. Term Requested:

25 Years

C. Proposed Rates and Phases:

<u>Starting Year</u>	<u>Ending Year</u>	<u>Rate</u>	<u>Phase-out (alternative method)</u>
<u>1</u>	<u>10</u>	<u>10%</u>	_____
<u>11</u>	<u>20</u>	<u>12.5%</u>	_____
<u>21</u>	<u>25</u>	<u>15%</u>	_____
_____	_____	_____	_____

D. Form of Financial Agreement:

Attach the proposed form of the financial agreement as Exhibit 19 of the application. The correct form for your project type should be attached to this application. Please note that the final financial agreement provides that a sealed certification by the project architect as to the final project cost must be submitted so that it can be added to the agreement within 60 days after the issuance of the Certificate of Occupancy for the project.

Representations and Certifications:

In submitting the application, the Developer certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:

A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the Municipality and the Developer.

B. The Project either: 1) conforms to the Master Plan of the Municipality; or 2) to the extent that the Redevelopment Plan is inconsistent with the Master Plan, the Project conforms to the Redevelopment Plan and the Municipal Council, in adopting the Redevelopment Plan, set forth its reasons for adopting a Redevelopment Plan with such inconsistencies.

C. The project will conform to and the applicant(s) agrees to comply with all Federal and State laws and to all applicable municipal ordinances.


D. Construction of the project has not commenced as of the time of the submission of this application. The applicant understands that the Municipal Council is under no obligation to approve this tax exemption application. Any work done on the assumption of receipt of a tax exemption following the submission of the application and before final approval is undertaken at the risk of the developer. **Note that under no circumstances will an exemption be granted for a project that has already reached substantial completion.**

F. No officer or employee of the Municipality has any interest, directly or indirectly, in the project that is the subject of this application.

Signatures

By my signature below, I hereby submit this application on behalf of the Developer. I certify that all of the information is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

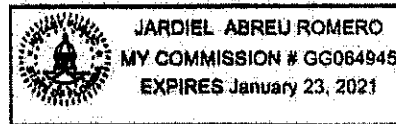
For the Developer:


Name: Jared M. Lustbader
Title: MANAGER

4/16/2020
Date

Please notarize here or
provide attestation and
seal of corporate secretary

Jardiel Abreu Romero



EXHIBITS

The following is a check-list of required exhibits that must be attached to the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
1	Disclosure of Ownership	<u>X</u>
2	Certificate of Incorporation	<u>X</u>
3	Certificate of DCA Approval of Urban Renewal Entity	<u>X</u>
4	Resolution Authorizing Submission of Application	<u>X</u>
5	Metes and Bounds Description	<u>X</u>
6	Survey	<u>X</u>
7	Copy of Deed or Lease Agreement	<u>X</u>
8	Narrative Description of Project	<u>X</u>
9	Site Plan as Approved by Planning Board	<u>X-Plans Attached</u>
10	Site Plan Approval Resolution	<u>X-Plans Attached</u>
11	Total Project Cost Estimate	<u>X</u>
12	Cost Estimates for Each Unit Type	<u>X</u>
13	Project Pro-Forma	<u>X</u>
14	Project Financing Plan	<u>X</u>
15	Private Financing Commitments	<u>X-Financing</u> <u>Structure Included</u>
16	Explanation of the Need for Tax Exemption	<u>X</u>
17	Project Schedule	<u>X</u>
18	Summary of Project Benefits	<u>X</u>
19	Form of Financial Agreement	<u>X</u>

DISCLOSURE OF OWNERSHIP

Instructions:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has as one or more of its owners a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner with more than a 10% interest is disclosed.

This information must be provided on the forms following these instructions entitled "Disclosure of Ownership." Separate forms should be used for each corporation or partnership included in the chain of ownership. Each form must be signed by an officer of the corporation and be attested to by the secretary (if a corporation) or by all partners (if a partnership). Partnership forms must be notarized as well.

Failure to properly complete this disclosure statement or to submit it as part of the application will be grounds for the application to be rejected.

DISCLOSURE OF OWNERSHIP
(for use by Corporations)

I. Principals (list all owners of 10% or more of stock)

Vose Ave. Apts. Urban Renewal, L.L.C.

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
<u>Jml Holding LLC</u>	<u>447 Northfield Avenue</u> <u>Suite 200,</u> <u>West Orange, NJ 07052</u>	<u>Member</u>	<u>50%</u>
<u>SLL Gifting Trust</u>	<u>447 Northfield Avenue</u> <u>Suite 200,</u> <u>West Orange, NJ 07052</u>	<u>Member</u>	<u>50%</u>

Jml Holding LLC

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
<u>Jared Lustbader</u>	<u>447 Northfield Avenue</u> <u>Suite 200,</u> <u>West Orange, NJ 07052</u>	<u>Member</u>	<u>100%</u>

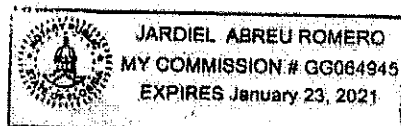
SLL Gifting Trust

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
<u>Jared Lustbader</u>		<u>Beneficiary</u>	
<u>Lewis Lustbader</u>		<u>Beneficiary</u>	

Vose Ave. Apts. Urban Renewal, L.L.C.

By: [Signature] 4-16-2020
Signature of Officer Date

Attested by: Jardiel Abreu 4/16/20
Secretary of Corporation Date



(Affix Corporate Seal)

EXHIBIT 2

CERTIFICATE OF INCORPORATION

Please attach a copy of the approved certificate of incorporation of the entity applying for the exemption to this sheet.

CERTIFICATE OF FORMATION**OF****VOSE AVE. APTS. URBAN RENEWAL, L.L.C.**

The Undersigned, being authorized to execute and file this Certificate of Formation, hereby certifies that:

FIRST: The name of the limited liability company is
"VOSE AVE. APTS. URBAN RENEWAL, L.L.C."
(hereinafter the "Company").

SECOND: The purposes for which this Company is organized are to operate under P.L. 1991, c.431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and when authorized by financial agreement with the Village of South Orange, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, residential, administrative, community, health, recreational, educational or welfare projects, or any combination of the two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.).

THIRD: So long as the Company is obligated under a financial agreement with the Village of South Orange, it shall engage in no business other than the ownership, operation, and management of the project referenced in that financial agreement.

FOURTH: The Company declares that it has been organized to serve a public purpose, that its operations shall be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (2) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c.431 (C.40A:20-1 et seq.); and (3) that it shall be subject to regulation by the Village of South Orange in which the project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L. 1991, c.431 (C.40A:20-1 et seq.).

FIFTH: The Company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it under P.L. 1991, c.431 (C.40A:20-1 et seq.), until it has first removed both itself and the project from all restrictions of P.L. 1991, c.431 (C.40A:20-1 et seq.) in the manner required by P.L. 1991, c.431 (C.40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as

approved by the Village of South Orange, which other urban renewal entity shall assume all contractual obligations of the Company under the financial agreement with the Village of South Orange. The Company shall file annually with the governing body of the Village of South Orange, a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership-interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

SIXTH: The Company is subject to the provisions of Section 18 of P.L. 1991 c. 431 (C. 40A:20-18), respecting the powers of the municipality to alleviate financial difficulties of the urban renewal company or to perform actions on behalf of the urban renewal company upon a determination of financial emergency.

SEVENTH: Any housing units constructed or acquired by the urban renewal company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

EIGHTH: To engage in any other activity within the purposes for which a Limited Liability Company may be organized under the New Jersey Limited Liability Company Act, N.J.S.A. 42:2C1 et seq., not otherwise prohibited by the Long Term Tax Exemption Law.

NINTH: The address of the registered office of the Company in this State is Vose Ave. Apts. Urban Renewal, L.L.C., 447 Northfield Avenue, Suite 200, West Orange, New Jersey 07052.

TENTH: The name and address of the Company's initial registered agent is: Mr. Jared M. Lustbader, 447 Northfield Avenue, Suite 200, West Orange, New Jersey 07052.

ELEVENTH: The latest date on which the Company is to dissolve is that date which is thirty (30) years following the date of formation of the Company.

IN WITNESS WHEREOF, the Undersigned have caused this Certificate of Formation to be duly executed and submitted for recordation on this 17th day of September, 2014.



JARED M. LUSTBADER

EXHIBIT 3

Certificate of Approval of Urban Renewal Entity from the New Jersey Department of Community Affairs
(DCA)

Please attach a copy of DCA's certificate of approval of the applicant as an Urban Renewal entity to this sheet. (Low and moderate income housing projects to be constructed outside an approved redevelopment area are exempt from this requirement.)

Sep 18 2014 11:46

P.02

From:

09/17/2014 09:42

#384 P.004/006

From:

Sep 16 2014 15:15

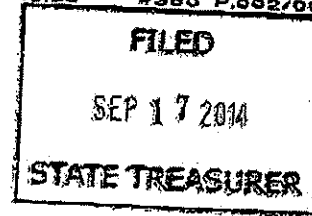
P.03

09/15/2014 16:08

#380 P.002/006



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 805
TRENTON, NJ 08625-0805



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

0600414078

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: VOSE AVE. APTS. URBAN RENEWAL LLC.
File # 1491
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 10th day of September 2014 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY

Edward M. Smith, Director
Division of Codes and Standards

2692351
4797293

EXHIBIT 4

RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION

Please attach a notarized resolution that follows the format provided.

Vose Avenue Apts. Urban Renewal, LLC

447 Northfield Avenue, Suite #200, West Orange, New Jersey

RESOLUTION

I, Jared M. Lustbader, of full age and mental capacity, hereby certify as follows:

RESOLVED that Vose Avenue Apts. Urban Renewal, LLC ("Entity"), is authorized to submit an application ("Application") to the Township of South Orange Village for a long-term tax abatement.

BE IT FURTHER RESOLVED that if this Application is accepted by the Municipality, the undersigned is authorized to execute and deliver on the Entity's behalf, a Financial Agreement with the Municipality, substantially in the form attached to the application, with such changes thereto as may be negotiated by the parties.

CONSENT

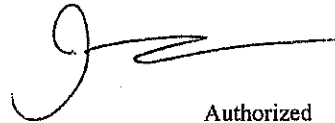
The undersigned, Jared M. Lustbader, being duly authorized by Vose Avenue Apts. Urban Renewal, LLC, does hereby certify that the foregoing Resolution was lawfully adopted by the Entity on the date set forth above, that the foregoing Resolution is a true, accurate and complete copy of the Resolution so adopted.

IN WITNESS WHEREOF, the undersigned has caused this Resolution to be executed this 25th day of March, 2020.

VOSE AVENUE APTS. URBAN RENEWAL, LLC

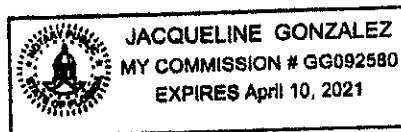
Date 3/25/2020

Signatory JARED M. LUSTBADER



Authorized

Sworn and Subscribed before
me this 25th day of March 2020.



[1286-001/00724556-]

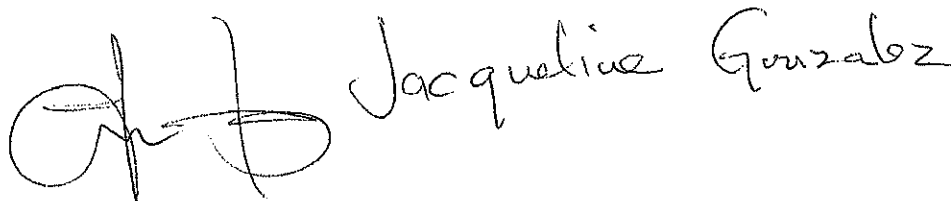


EXHIBIT 5

METES AND BOUNDS DESCRIPTION

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A - CONT'D

ITEM 4 (DESCRIPTION):

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the Township of South Orange Village, County of Essex, State of New Jersey:

BEGINNING at a point in the northeasterly line of South Orange Avenue, distant therein southeasterly measured along the same, 51.50 feet from the intersection of the northeasterly line of South Orange Avenue and the southeasterly line of Vose Avenue; thence

- (1) North 30 degrees 47 minutes East, 74.50 feet to a point; thence
- (2) North 58 degrees 33 minutes West, 40.34 feet to a point in the southeasterly line of Vose Avenue; thence
- (3) along said line of Vose Avenue, North 39 degrees 46 minutes East, a distance of 28.46 feet; thence
- (4) South 58 degrees 56 minutes East, a distance of 86.18 feet; thence
- (5) South 30 degrees 48 minutes West, a distance of 102.79 feet to the aforesaid line of South Orange Avenue; thence
- (6) along said line of South Orange Avenue, North 39 degrees 06 minutes 15 seconds West, a distance of 50.04 feet to the point and place of BEGINNING.

The above description is drawn in accordance with survey made by Crest Engineering Associates, Inc., last revised to May 9, 2001.

FOR INFORMATION ONLY: BEING known as Lot 11 in Block 1006 as shown on the Tax Map of the Township of South Orange, New Jersey.

SCHEDULE A - PAGE 2 NO. LR-1481

035-0-999-000/2

Printed in U.S.A.

Inst# 15061099 BK# 12569 PG# 1119

DESCRIPTION

TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, STATE OF NEW JERSEY

TRACT I

BEGINNING in the southeasterly line of Vase Avenue, at a point therein distant 104.13 feet, northeasterly from the northeasterly line of South Orange Avenue.

Thence (1) north 38 degrees 15 minutes east, along said line of Vase Avenue 183.32 feet to the southwesterly line of Taylor Place.

Thence (2) south 57 degrees 00 minutes east, along said line of Taylor Place 124.73 feet.

Thence (3) south 33 degrees 00 minutes west 125.00 feet.

Thence (4) South 57 degrees 00 minutes east 16.75 feet.

Thence (5) south 33 degrees 03 minutes 40 seconds west 51.39 feet.

Thence (6) north 59 degrees 57 minutes west 24.47 feet.

Thence (7) south 29 degrees 37 minutes west 102.67 feet to the northeasterly line of South Orange Avenue.

Thence (8) north 60 degrees 04 minutes west, along said line of South Orange Avenue 48.35.

Thence (9) north 29 degrees 49 minutes east 102.80 feet.

Thence (10) north 59 degrees 56 minutes west 86.09 feet to the southeasterly line of Vase Avenue and the point and place of BEGINNING.

FOR INFORMATION ONLY: Known and designated as Lots 1, 2, 10, 13 & 14 in Block 1006 on the Tax Map of South Orange Village.

TRACT II

BEGINNING at a point in the northeasterly side line of South Orange Avenue, said point being distant 149.89 feet southeasterly along said side line from the intersection of same with the southeasterly side line from the intersection of same with the southeasterly side line of Vase Avenue, and running

Thence (1) North 30 degrees 36 minutes East, 102.67 feet to a point;

Thence (2) South 59 degrees 56 minutes West, 102.62 feet to a point;

Thence (3) South 30 degrees 02 minutes West, 102.62 feet to a point in the above mentioned northeasterly side line of South Orange Avenue;

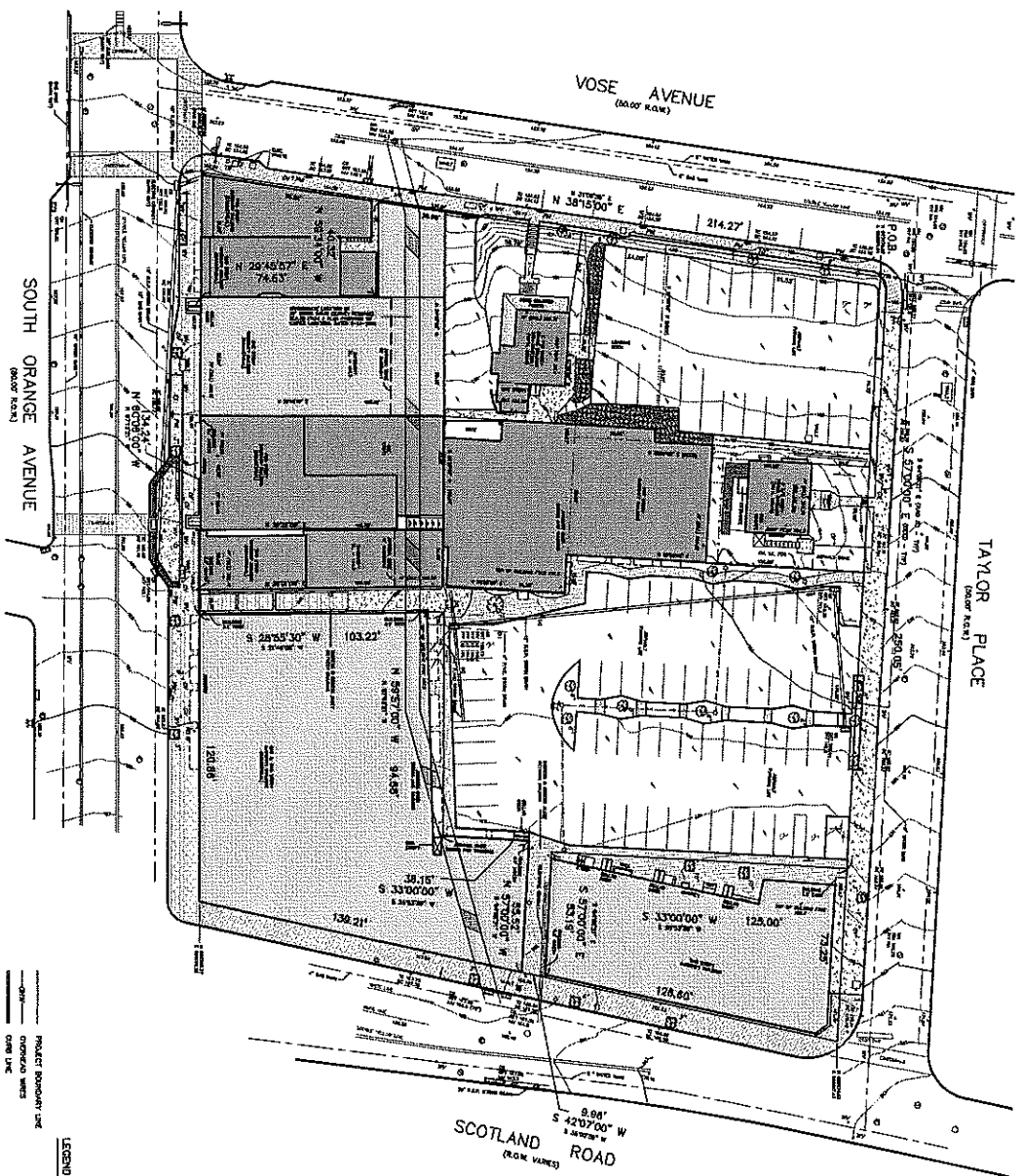
Thence (4) along said side line, North 59 degrees 05 minutes West, 25.06 feet to the point and place BEGINNING.

FOR INFORMATION ONLY: Known and designated as Lot 9 in Block 1006 on the Tax Map of South Orange Village.

EXHIBIT 6

SURVEY

Attach survey of the project. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.



SCOTLAND ROAD
(R.G.M. VARIETY)

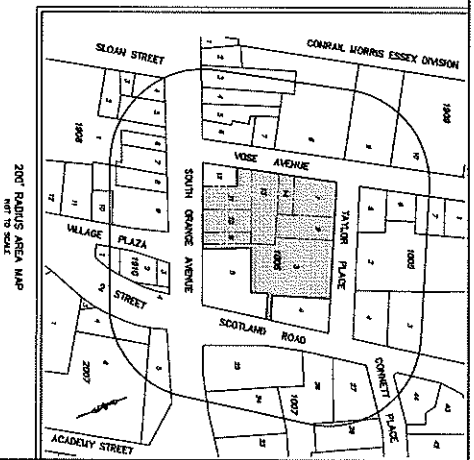
DESCRIPTION (continued)

[illegible]

GENERAL NOTES

[illegible]

SEE PHOTO



200' RADIUS AREA MAP
NOT TO SCALE

PRODUCT BOUNDARY AND CONTAINMENT WELDS	
OR	
CORR LINE	
OR OR	
TELEPHONE MANHOLE	
ELECTRIC MANHOLE	
SEWERAGE MAN HOLE	
UNDESIGNED MANHOLE	
STEAM DRAIN MANHOLE	
COLD DRAIN	
INLET	
DIRECTION OF SEWER FLOW	
POINCE	
SPOT ELEVATION	
DESTINE CORONOUS LINE	

0°	CLAMPED VALVE
0°	ON THE CAP
0°	WATER VALVE
0°	CL VALVE
0°	MONITORING WELL
0°	PRE HYDRANT
0°	SON POST
0°	LIFT POLE
0°	UTILITY POLE
0°	PANORAMIC ACTION
0°	TRAFFIC LIGHT
0°	RECORDING TEE (TWO QUARTERS)
0°	EXHAUSTION TEE (TWO QUARTERS)
0°	CONCRETE
0°	ASPHALT

f

CONSIDER

EXHIBIT 7

COPY OF DEED OR LEASE AGREEMENT

Please attach evidence that applicant has legal control over site(s) included in the proposed project.

RECORDING INFORMATION SHEETESSEX COUNTY REGISTER'S OFFICE
HALL OF RECORDS, ROOM 130
465 MARTIN LUTHER KING Jr. Blvd
NEWARK NJ 07102

INSTRUMENT NUMBER:

15061099

DOCUMENT TYPE:

DEED

Official Use Only

DANA RONE
REGISTER
ESSEX COUNTY, NJ
INSTRUMENT NUMBER
15061099
RECORDED ON
August 17, 2015 09:48 am
BOOK:12569 PAGE:1116
MC

Return Address (for recorded documents)

MARK LUSTBADER ESQ
LUSTBADER & LUSTBADER447 NORTHFIELD AVENUE, STE 200
WEST ORANGE NJ 07052

No. Of Pages (excluding Summary Sheet)

6

Recording Fee (excluding Transfer Tax)

\$93.00

Realty Transfer Tax

\$13,205.00

Amount Charged (Check # 1737)

\$26,298.00

Municipality

SOUTH ORANGE

Parcel Information

Block 1006

Lot 11

First Party Name

57 S ORANGE AVE ASSOCIATES LLC

Second Party Name

VOSE AVE APTS URBAN RENEWAL

CONSIDERATION (R) \$1,300,000.00

MAIL COPY _____

ADDITIONAL STAMPINGS _____

Additional Information (Official Use Only)

***** DO NOT REMOVE THIS PAGE *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE *****

Inst# 15061099 BK# 12569 PG# 1116

Prepared by: 
Jeffrey B. Markovitz, Esq.

DEED

Dated as of July 16, 2016

BETWEEN

67 S ORANGE AVE ASSOCIATES, LLC, a New Jersey limited liability company,
with offices c/o Monroe Markovitz, P.A., 2029 Morris Avenue, Union, New Jersey
07093,

referred to as the "GRANTOR"

AND

VOSE, AVE. APTS. URBAN RENEWAL L.L.C., a New Jersey limited liability
company, with offices at 447 Northfield Avenue, Suite 200, West Orange, NJ
07052,

referred to as the "GRANTEE"

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the
property (called the "Property") described below to the Grantee. This transfer is made for the
sum of ONE MILLION THREE HUNDRED THOUSAND (\$1,300,000.00) DOLLARS. The
Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:28A-3) Municipality SOUTH ORANGE VILLAGE
Block No. 1006, Lot No. 11, Qualifier No. _____ and Account No. _____

() No Lot and Block or account number is available on the date of this Deed.

Property. The Property consists of the land and all the buildings and structures on the land in
the VILLAGE of SOUTH ORANGE, County of ESSEX and State of New Jersey.

The legal description is:

(XX) Please see attached Legal Description annexed hereto and made a part hereof.

BEING KNOWN AND DESIGNATED as Lot 11 in Block 1006, as the same is shown and set forth
on the Official Tax Map of the Village of South Orange, New Jersey.

BEING THE SAME PREMISES conveyed to Grantor herein by Deed from Jaxson Properties,
LLC, dated September 21, 2005 and recorded September 30, 2005 in the Essex County
Register's Office in Deed Book 8241 at Page 146.

CONVEYANCE is made subject to assessments and restrictions of record, if any; to the effect of
federal, state, county and municipal laws, regulations, and ordinances; and to such facts as an
accurate survey of the premises may reveal.

Inst# 15061099 BK# 12569 PG# 1117

The Street address of the Property is: 57 South Orange Avenue, South Orange, New Jersey
07860

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 48:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The grantor signs this Deed as of the date at the top of the first page.

57 S ORANGE AVE ASSOCIATES, LLC
a New Jersey limited liability company

WITNESS:

[Signature]

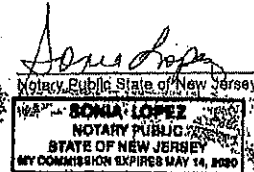
By:

[Signature]
Michael Markovitz, Manager

STATE OF NEW JERSEY :
COUNTY OF UNION : SS.

I CERTIFY that on July 13, 2016,
MICHAEL MARKOVITZ came before me in person and stated to my satisfaction that he:

- a) made this Deed; and
- b) was authorized to and did execute this Deed on behalf of 57 S ORANGE AVE ASSOCIATES, LLC, the GRANTOR named in this Deed;
- c) that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Members of 57 S ORANGE AVE ASSOCIATES, LLC; and
- d) made this Deed for \$1,300,000.00 consideration (as consideration is defined in N.J.S.A. 48:15-5)



RECORD AND RETURN TO:

MARK LUSTBADER, ESQ.
LUSTBADER & LUSTBADER
447 Northfield Avenue
Suite 200
West Orange, NJ 07062

Inst# 15061099 BK# 12569 PG# 1118

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A - CONT'D

ITEM 4 (DESCRIPTION):

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the Township of South Orange Village, County of Essex, State of New Jersey;

BEGINNING at a point in the northeasterly line of South Orange Avenue, distant therein southeasterly measured along the same, 51.50 feet from the intersection of the northeasterly line of South Orange Avenue and the southeasterly line of Vose Avenue; thence

- (1) North 30 degrees 47 minutes East, 74.50 feet to a point; thence
- (2) North 58 degrees 33 minutes West, 40.34 feet to a point in the southeasterly line of Vose Avenue; thence
- (3) along said line of Vose Avenue, North 39 degrees 46 minutes East, a distance of 28.46 feet; thence
- (4) South 58 degrees 58 minutes East, a distance of 86.18 feet; thence
- (5) South 10 degrees 48 minutes West, a distance of 102.79 feet to the aforesaid line of South Orange Avenue; thence
- (6) along said line of South Orange Avenue, North 39 degrees 06 minutes 15 seconds West, a distance of 50.04 feet to the point and place of BEGINNING.

The above description is drawn in accordance with survey made by Crest Engineering Associates, Inc., last revised to May 9, 2001.

FOR INFORMATION ONLY: BEING known as Lot 11 in Block 1005 as shown on the Tax Map of the Township of South Orange, New Jersey.

SCHEDULE A - PAGE 2 NO. 1R-1491

035-0-899-0000/2

Made in U.S.A.

Inst# 15061099 BK# 12569 PG# 1119

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2004 (N.J.A.C. 17:27 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY	SS. County Municipal Code	FOR RECORDER'S USE ONLY
COUNTY ESSEX	0719	Consideration \$ 1,500,000.00
Municipality of Property Location: South Orange Village		RTF paid by seller \$ 13,205.75
		Date 2/11/2015 By M. Cooper

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)
Deponent, Michael Markovitz, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Manager in a deed dated _____
transferring real property identified as Block No. 1008, Lot No. 11 located at
57 South Orange Avenue, South Orange, New Jersey and annexed thereto.

(2) CONSIDERATION: \$1,500,000.00 (Instructions 1 and 2) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class (A) 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions (Instructions 6A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$1,400,000.00 ÷ 87.4 % = \$ 1,601,830.66

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 88, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fes, as applicable, imposed by C. 170, P.L. 1978; C. 113, P.L. 2004 and C. 80, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN (Instruction 9)
- ☐ Grantor(s) 62 years of age or over* ☐ Resident of the State of New Jersey
- ☐ Owned and occupied by grantor(s) at time of sale ☐ Owners as joint tenants must all qualify
- ☐ One- or two-family residential premises
- B. BLIND PERSON (Instruction 9)
- ☐ Grantor(s) legally blind* ☐ Disabled PERSON (Instruction 9)
- ☐ Owned and occupied by grantor(s) at time of sale ☐ Grantor(s) permanently and totally disabled*
- ☐ One- or two-family residential premises ☐ Grantor(s) receiving disability payments*
- ☐ Resident of the State of New Jersey ☐ Grantor(s) not gainfully employed*
- ☐ Owners as joint tenants must all qualify ☐ Owned and occupied by grantor(s) at time of sale
- * IN THE CASE OF HUSBAND AND WIFE OR ☐ One- or two-family residential premises
- STATUTORY PARTNER, ONLY ONE GRANTOR ☐ Resident of the State of New Jersey
- NEED QUALIFY IF TENANTS BY THE ENTIRETY ☐ Owners as joint tenants must all qualify
- C. LOW AND MODERATE INCOME HOUSING (Instruction 9)
- ☐ Affordable according to HUD standards ☐ Reserved for occupancy
- ☐ Meets income requirements of region ☐ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 9, 10 and 12)

☐ Entirely new improvement ☐ Not previously occupied

☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 9, 12 and 14)

☐ No prior mortgage assumed or to which property is subject at time of sale

☐ No contributions to capital by either grantor or grantee legal entity.

☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2004.

Subscribed and sworn to before me this 12th day of July, 2015.

Signature of Deponent: [Signature] 57 S. ORANGE AVE ASSOCIATES, LLC
Deponent Name: 2028 Morris Avenue
2028 Morris Avenue
Union, N.J. 07083
Deponent Address: Union, N.J. 07083
Grantor Address at Time of Sale

XXX-XX-X 1 0 5 Mark A. Lustbader Esq.
Last 5 digits in Grantor's Soc. Sec. No. Name/Company of Notarizing Officer

NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 14, 2020

FOR OFFICIAL USE ONLY
Instrument Number 15061099
Book 2547 Page 116
Date Recorded 2/11/2015

Division of Taxation, P.O. Box 261, Trenton, NJ 08646-0261, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this form, visit the website at www.state.nj.us/treasury/taxation/rtf/realtytransferfee.html.

Inst# 15061099 BK# 12569 PG# 1120

MUST SUBMIT IN DUPLICATE
RC1516 - Affidavit of Consideration for Use by Buyer
RTF (Rev. 12/00) (P.1/5)

STATE OF NEW JERSEY

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A Division of ALI-STATE International, Inc.
www.alistate.com 800.828.0810 Page 1

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 48, P.L. 1988, as amended through Chapter 83, P.L. 2000) (N.J.S.A. 40:15-2.2 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY } SS. County Municipal Code
COUNTY MORRIS } 0749
Municipality of Property Location: South Orange Village

FOR RECORDER'S USE ONLY
Consideration \$ 1,300,000.00
RTF paid by buyer \$ 1,300.00
Date 8/16/16 By HC

(1) PARTY OR LEGAL REPRESENTATIVE (See instructions 3 and 4 on the reverse side) XXX-XX-X 0 5 7
Deponent, Anthony F. Sannilli, Esq., being duly sworn according to law upon his/her oath, deposes and says
that he/she is the Legal Representative in a deed dated 07/16/16
transferring real property identified as Block No. 1008, Lot No. 11
located at 87 South Orange Avenue, South Orange Village, Essex County and annexed thereto.

(2) CONSIDERATION \$ 1,300,000.00 (See instructions 1, 3 and 4 on the reverse side.)
Entire consideration is in excess of \$1,500,000.
PROPERTY CLASSIFICATION CHECKED ON CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD)
OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. Refer to N.J.A.C. 18:28-2.2 et seq.
(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.
☐ Class 2 - Residential ☒ Class 4A - Commercial Properties (if checked, calculation on (B) required below)
☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property ☐ Cooperative Unit (four families or less) (See C, 40:15-2.2)
Cooperative Units are Class 4C.

(B) Grantee is not required to remit the 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below:
☐ Property class. Circle applicable class or classes: 1 3B 4B 4C 15
Property classes: 1 - Vacant land; 2A - Farm Property (Quarter); 4B - Industrial Properties; 4C - Apartments; 15 - Public Property, etc. (N.J.A.C. 18:28-2.2 et seq.)
☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1980, 26 U.S.C. s. 501.
☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 80% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF.

(C) When Grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 40:15-2.2, complete (C) by checking off appropriate box or boxes and (D).

☐ Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15
(D) EQUALIZED VALUE CALCULATION for all properties conveyed, whether the 1% fee applies or does not apply
Total Assessed Valuation + Director's Ratio = Equalized Valuation
Property Class \$ + % = \$
Property Class \$ + % = \$
Property Class \$ + % = \$
Property Class \$ + % = \$

(E) REQUIRED EQUALIZED VALUE CALCULATION for all Class 4A (commercial) property transactions:
(See instructions 3 and 4 on the reverse side.)
Total Assessed Valuation + Director's Ratio = Equalized Value
\$1,400,000.00 + 87.4 % = \$1,501,830.68

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(F) TOTAL EXEMPTION FROM FEE (See instruction 3 on the reverse side.)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C, 40, P.L. 1988, as amended through Chapter 83, P.L. 2000, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(4) Deponent makes this Affidavit of Consideration for Use by Buyer to induce the county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 48, P.L. 1988, as amended through Chapter 83, P.L. 2000.

Subscribed and sworn to before me this Fifteenth day of July, 2016
Signature of Deponent
c/o Riverside Title Agency, Inc.,
383 Ridgedale Avenue, East
Hanover, NJ 07836
Deponent Address
447 Northfield Avenue, Suite 200, West
Orange, NJ 07082
Grantee Address at Time of Sale
Mark A. Lustbader, Esq.
Name/Company of Settlement Officer

DONNA R. COHEN
County Recording Officer forward one copy of each Affidavit of Consideration for Use by Buyer to:
State of NJ - Division of Taxation
Attn: Realty Transfer Fee Unit
For OFFICIAL USE ONLY
Instrument Number 15061099
County Essex
Deed Number
Deed Dated 7/13/2016
Book 12569
Page 112
Date Recorded 8/17/2016

The Director, Division of Taxation, in the Department of the Treasury has prescribed this form, as required by law. It may not be altered or unaltered without prior approval of the Director. For further info: Inst# 15061099 BK# 12569 PG# 1121

GIT/REP-3
(5-12)State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

57 S ORANGE AVE ASSOCIATES, LLC

Current Resident Address:

Street: 2029 Morris Avenue

City, Town, Post Office

UNION

NJ

State

07083

Zip Code

PROPERTY INFORMATION (Brief Property Description)

Block(s) 1008

Lot(s) 11

Qualifier

Street Address:

57 South Orange Avenue

City, Town, Post Office

South Orange

State NJ

Zip Code 07079

Seller's Percentage of Ownership 100% Consideration \$1,300,000.00

Closing Date July 15, 2015

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 40 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see Instructions).
- ☒ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

57 S ORANGE AVE ASSOCIATES, LLC

By:

MICHAEL MARKOVITZ, MANAGER

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Inst# 15061099 BK# 12569 PG# 1122

Date

Signature

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

***RETURN DOCUMENT TO:**
RIVERSIDE TITLE AGENCY INC
383 RIDGEDALE AVENUE
EAST HANOVER, NJ 07936

Instrument Number - 2017028184
Recorded On 3/28/2017 At 10:35:12 AM
*Instrument Type - DEED
Invoice Number - 120778 User ID: KS
*Grantor - TAYLOR VOSE ASSOCIATES, L.L.C.
*Grantee - VOSE AVE. APTS. URBAN RENEWAL, L.L.C.
*PARCEL IDENTIFICATION NUMBER
Block: 1006 Lot: 1 - SOUTH ORANGE

*Total Pages - 6

***FEES**
NJ PRESERVATION ACCOUNT \$35.00
REGISTER RECORDING FEE \$45.00
HOMELESSNESS TRUST FUND \$3.00
TOTAL PAID \$83.00

Not Certified Copy

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2017028184



Deed

This Deed is made on February 8, 2017,
BETWEEN
TAYLOR VOSE ASSOCIATES, L.L.C.,
a New Jersey limited liability company
having its principal office at
447 Northfield Avenue, Suite 200, West Orange, NJ 07052

referred to as the Grantor,
AND
VOSE AVE. APTS. URBAN RENEWAL, L.L.C. a New Jersey limited liability company

whose post office address is
447 Northfield Avenue, Suite 200, West Orange, NJ
07052
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of less than \$100.00.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:26A-5) Municipality of South Orange
Block No. 1008 Lot No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 Quarter No. Account No.

☐ No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in South Orange Township of Essex County of Essex State of New Jersey. This legal description is:
☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

Being the same premises conveyed to the grantor herein by deed from Taylor Vose Associates, a Partnership dated March 22, 2005 recorded April 14, 2005 in the Essex County Register's Office in Deed Book 8178 Page 408.

Subject to easements and restrictions of record, if any, zoning ordinances and such facts as would be revealed by a survey and inspection of the premises.

Prepared by:

ANTHONY F. BANNIFFI, ESQ.

(For Recorder's Use Only)

104 - Deed - Bargain and Sale Conveyance to Grantor's
Acct - Corp. to Ind. or Corp. Plus Language
Rev. 3/16 P3010

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www.allstatelegal.com 800.222.0810 Page 1

The street address of the Property is:

52 & 80 Taylor Place; 58 & 65 South Orange Avenue & 12 Voss Avenue, South Orange, New Jersey 07079

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 40:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be enforced against the Grantor).

5. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:

~~Not Certified Copy~~

By: TAYLOR VOSE ASSOCIATES, L.L.C.
VOSE AVE. APTS. URBAN RENEWAL, L.L.C.
its sole member

By: JARED M. LUSTBADER, Manager

STATE OF NEW JERSEY, COUNTY OF ESSEX
I CERTIFY that on February 8, 2017

SS:

JARED M. LUSTBADER

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached Deed;

(b) was authorized to and did execute this Deed as Manager

of
VOSE AVE. APTS. URBAN RENEWAL, L.L.C. sole member of TAYLOR VOSE, the entity named in this Deed; and
ASSOCIATES, L.L.C.
(c) executed this Deed as the act of the entity.

RECORD AND RETURN TO:
Riverside TMS Agency, Inc.
343 Ridgedale Avenue
East Hanover, NJ 07936
File No. Abstract 5519

Print name and title below signature

104 - Deed - Bargain and Sale Con. as to Grantor's
Acts - Corp. or Ind. or Corp. Plain Language
Rev. 3/16 P4/15

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GTY/REP-3
(9-15)

State of New Jersey

Seller's Residency Certification/Exemption

(Please Print or Type)

SELLER(S) INFORMATION:Name(s) TAYLOR VOSE ASSOCIATES, L.L.C., by VOSE AVE. APTS. URBAN RENEWAL, L.L.C.Current Street Address 447 Northfield AvenueCity, Town, Post Office Box West Orange State NJ Zip Code 07082**PROPERTY INFORMATION:**Block(s) 1006 Lot(s) 1,2,9,10,13 & 14 Qualifier _____Street Address 62 & 80 Taylor Place, 59 & 65 South Orange Avenue & 12 Vose AvenueCity, Town, Post Office Box South Orange State NJ Zip Code 07079Seller's Percentage of Ownership 100% Total Consideration less than \$100.00Owner's Share of Consideration 100% Closing Date 2/6/2017**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Non-residents):**

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagee conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less to the seller, it is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 121, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
- ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devise or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

February 6, 2017

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
JARED M. LUSTBADER

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

1547 - Seller's Residency Certification/Exemption
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DESCRIPTION

TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, STATE OF NEW JERSEY

TRACT I

BEGINNING in the southeasterly line of Vose Avenue, at a point therein distant 104.13 feet, northeasterly from the northeasterly line of South Orange Avenue.

Thence (1) north 38 degrees 15 minutes east, along said line of Vose Avenue 185.32 feet to the southwesterly line of Taylor Place.

Thence (2) south 57 degrees 00 minutes east, along said line of Taylor Place 124.73 feet.

Thence (3) south 33 degrees 00 minutes west 125.00 feet.

Thence (4) South 37 degrees 00 minutes east 16.75 feet.

Thence (5) south 33 degrees 03 minutes 40 seconds west 51.39 feet.

Thence (6) north 59 degrees 57 minutes west 24.47 feet.

Thence (7) south 29 degrees 37 minutes west 102.67 feet to the southeasterly line of South Orange Avenue.

Thence (8) north 60 degrees 04 minutes west, along said line of South Orange Avenue 48.35.

Thence (9) north 29 degrees 49 minutes east 102.80 feet.

Thence (10) north 59 degrees 56 minutes west 86.09 feet to the southeasterly line of Vose Avenue and the point and place of BEGINNING.

FOR INFORMATION ONLY: Known and designated as Lots 1, 2, 10, 13 & 14 in Block 1006 on the Tax Map of South Orange Village.

TRACT VI

BEGINNING at a point in the northeasterly side line of South Orange Avenue, said point being distant 149.89 feet southeasterly along said side line from the intersection of same with the southeasterly along said side line from the intersection of same with the southeasterly side line of Vose Avenue, and running

Thence (1) North 30 degrees 36 minutes East, 102.67 feet to a point;

Thence (2) South 59 degrees 56 minutes East, 43.05 feet to a point;

Thence (3) South 30 degrees 02 minutes West, 102.62 feet to a point in the above mentioned northeasterly side line of South Orange Avenue;

Thence (4) along said side line, North 59 degrees 05 minutes West, 25.06 feet to the point and place BEGINNING.

FOR INFORMATION ONLY: Known and designated as Lot 9 in Block 1006 on the Tax Map of South Orange Village.

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1993, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 49:18-6 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY	County Municipal Code	FOR RECORDER'S USE ONLY
COUNTY MORRIS	SS. 0719	Consideration \$ 100.00
Municipality of Property Location: South Orange		RTP paid by seller \$ 0.00
		Date 3/28/17 By KS

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)
Dependent, Anthony F. Sannilli, Esq., being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative in a deed dated 2/08/17 transferring real property identified as Block No. 100B, Lot No. 1, 2, 9, 10, 13 & 14 located at 47 & 50 Taylor Place, SS & 15 South Orange Avenue & 12 Voss Avenue, South Orange, Essex County and annexed thereto.

(2) CONSIDERATION: \$ less than \$100.00 (Instructions 1 and 2) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
(Instructions 3A and 3)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction 5)
Dependent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 40, P.L. 1993, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. Consideration less than \$100.00.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 6) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Dependent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1976; C. 118, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 7)	
<input type="checkbox"/> Grantor(s) 62 years of age or older	<input type="checkbox"/> Resident of the State of New Jersey
<input type="checkbox"/> Owned and occupied by grantor(s) at time of sale	<input type="checkbox"/> Owners as joint tenants must all qualify
<input type="checkbox"/> One- or two-family residential premises	
B. BLIND PERSON (Instruction 8)	
<input type="checkbox"/> Grantor(s) legally blind	<input type="checkbox"/> Disabled PERSON (Instruction 9)
<input type="checkbox"/> Owned and occupied by grantor(s) at time of sale	<input type="checkbox"/> Grantor(s) permanently and totally disabled
<input type="checkbox"/> One- or two-family residential premises	<input type="checkbox"/> Grantor(s) receiving disability payments
<input type="checkbox"/> Resident of the State of New Jersey	<input type="checkbox"/> Grantor(s) not gainfully employed
<input type="checkbox"/> Owners as joint tenants must all qualify	<input type="checkbox"/> Owned and occupied by grantor(s) at time of sale
<input type="checkbox"/> IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.	<input type="checkbox"/> One- or two-family residential premises
	<input type="checkbox"/> Resident of the State of New Jersey
	<input type="checkbox"/> Owners as joint tenants must all qualify
C. LOW AND MODERATE INCOME HOUSING (Instruction 9)	
<input type="checkbox"/> Affordable according to HUD standards	<input type="checkbox"/> Reserved for occupancy
<input type="checkbox"/> Meets income requirements of region	<input type="checkbox"/> Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 9, 10 and 16)
☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 6, 12 and 14)
☐ No prior mortgage assigned or to which property is subject at time of sale
☐ No contributions to capital by either grantor or grantee legal entity
☐ No stock or money exchanged by or between grantor or grantee legal entity

(8) Dependent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1993, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this Sixth day of February, 2017.
Signature of Dependent: Taylor Voss Angelinas, J.L.C.
Grantor Name: 447 Northfield Avenue, West Orange, NJ 07982
Dependent Address: 447 Northfield Avenue, West Orange, NJ 07982
Grantor Address at Time of Sale:

KATHLEEN J. SANNILLI NOTARY PUBLIC STATE OF NEW JERSEY When signing this document, I am acting as a Notary Public for the State of New Jersey. Consideration for Use by Seller for:	XXX-XX-X 7 9 1 Last 5 digits in Grantor's Soc. Sec. No.	Anthony F. Sannilli, Esq. Name/Company of Salesperson/Officer
	Instrument Number 20170228164 Deed Number Deed Dated 2/8/17	FOR OFFICIAL USE ONLY County Essex Book Page Date Recorded 3/28/17

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08646-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/tp14formtax.htm.

NARRATIVE DESCRIPTION OF PROJECT

Including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Describe each type of unit to be constructed as part of the project as well as any restrictions relating to age or income. Include maps, renderings, floor plans and other graphic materials if available.

The Applicant proposes to assemble the lots in order to construct a five-story with “basement” mixed-use building with 111 residential units. The basement level shall include 125 residential parking spaces, along with approximately 2,405 square feet of retail space. The first floor shall consist of 80 parking spaces to be dedicated to the public, as well as 9,780 square feet of space which includes 2,000 square feet committed for the benefit and use of the community. With respect to the residential portion of the building, the first floor will consist of amenity space, bike storage and a fitness room. The second floor shall be comprised of 9,910 square feet of office space, amenity space and residential units. Floors three through five shall include a mix of studio, one-bedroom, two-bedroom and three-bedroom units. Included within the unit count are 11 affordable units.

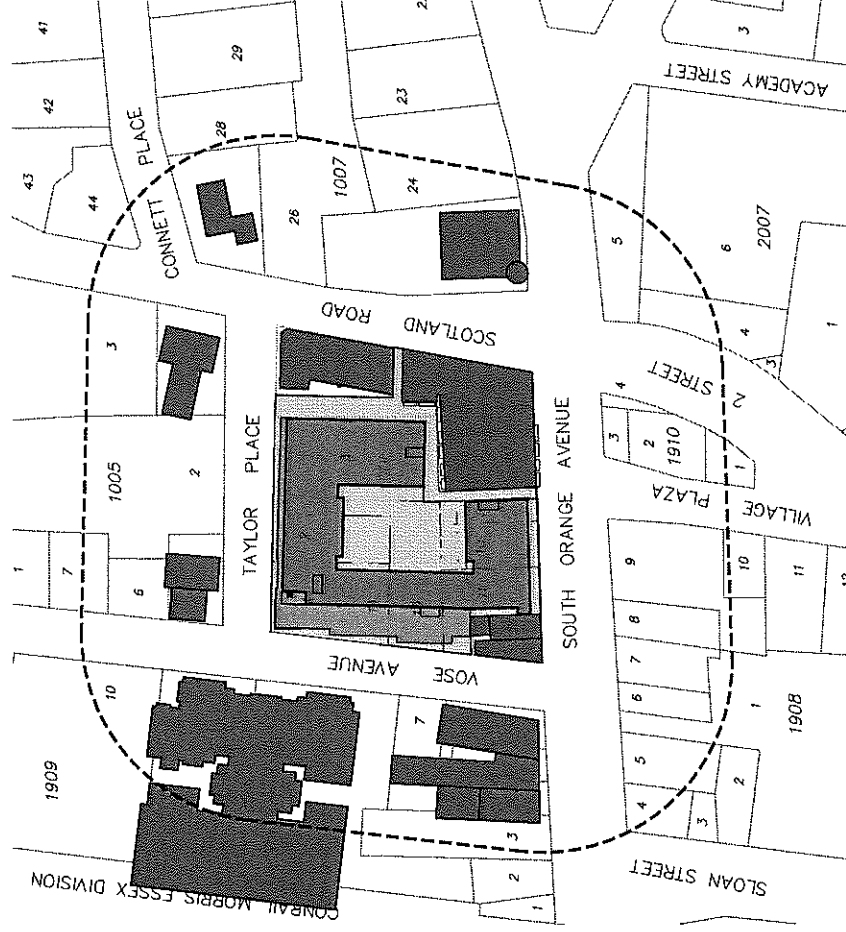
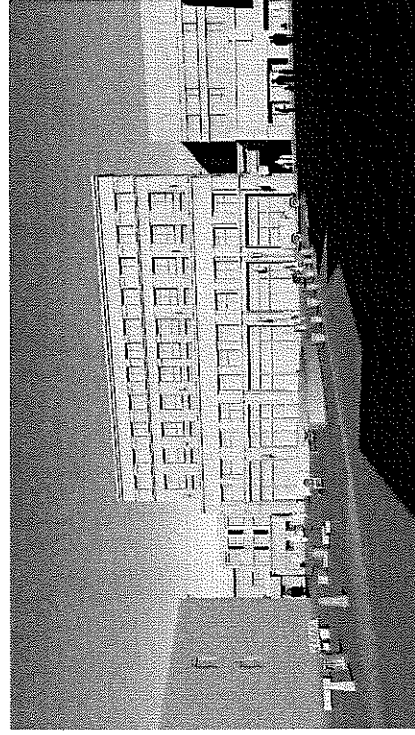
EXHIBIT 9

SITE PLAN APPROVAL BY PLANNING BOARD

**The application for site plan approval is anticipated to be submitted in May, 2020.
See proposed concept plans attached hereto.**

PRELIMINARY & FINAL SITE PLAN
HUB SOUTH ORANGE
NEW JERSEY, 07079

BLOCK NUMBER 1006
LOT NUMBERS 1,2,3,9,10,11,13 AND 14



PROJECT DATA	
BLOCK NUMBER	19066
LOT NUMBERS	1,2,3,9,10,11,13 AND 25
LOT AREA	81,148 SF
BUILDING FOOTPRINT	31,110 SF
RESIDENTIAL FLOOR AREA	13,410 SF
RETAIL FLOOR AREA	10,008 SF
OFFICE FLOOR AREA	9,910 SF
DRILLING UNITS	110 UNITS
PARKING SPACES	205 SPACES
LOADING DOCKS	1 DOCK
ADJACENT DISTRICT	WIDE 1 MILE RADIUS AREA

DRAWING LIST	
C1	COVER SHEET - SITE PLAN
A1	VOSE MECHANICAL LEVEL PLAN
A2	SOUTH DRAINAGE LEVEL PLAN
A3	SECOND FLOOR PLAN
A4	THIRD FLOOR PLAN
A5	FOURTH FLOOR PLAN
A6	FIFTH FLOOR PLAN
A7	ROOF PLAN
A8	BUILDING ELEVATIONS
A9	BUILDING ELEVATIONS
A10	BUILDING SECTIONS
A11	ENLARGED ELEVATION

Marchetto Higgins Steve
Architect
Engineering
Survey Design

11218 Wilbur Avenue
Houston, TX 77055

281-796-2500 F
281-796-2500 P
281-796-5171 F

www.marchetto.com

Prepared For:
**VOSE AVE. APTS.
URBAN RENEWAL,
L.L.C.**

Project Name:
**HUB SOUTH ORANG
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

[illegible]

GENERAL NOTES

1. ALL WORK SHOWN SHALL CONFORM TO THE LATEST EDITIONS OF THE NJ CONSTRUCTION CODE, AS WELL AS ALL REQUIREMENTS OF THE TOWNSHIP OF SOUTH ORANGE, NJ.
2. ALL CONSTRUCTION AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NJ CONSTRUCTION CODE, AND ALL WORK SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SOUTH ORANGE, NJ.
3. ALL CONSTRUCTION AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NJ CONSTRUCTION CODE, AND ALL WORK SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SOUTH ORANGE, NJ.
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5. ALL CONSTRUCTION AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NJ CONSTRUCTION CODE, AND ALL WORK SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF SOUTH ORANGE, NJ.

SITE NOTES

1. REFER TO CIVIL DRAWINGS FOR ALL DIMENSIONS AND UTILITY LOCATIONS SIZES AND DEPTHS.
2. REFER TO CIVIL DRAWINGS FOR ALL STORM SEWER, SANITARY SEWER, AND WATER MAINS.
3. REFER TO CIVIL DRAWINGS FOR SITE ELEVATIONS AND CONTOURS.
4. REFER TO CIVIL DRAWINGS FOR ALL SITE LAYOUTS, DETAIL AND CONSTRUCTION.

SITE PLAN & SURVEY DATA

DATE: 05/23/2014 PREPARED BY: MARCHETTO HIGGINS STEVE
 275 SOUTH AVENUE, SUITE 200
 SOUTH ORANGE, NJ 07079

PARKING CALCULATION

REQUIREMENT	SPACES	TYPE
OFFICE	37	1000 SF
COMMERCIAL	17	1000 SF
TOTAL REQUIRED	54	SPACES
TOTAL PROVIDED	200	SPACES

APPROVED FOR: MARCHETTO HIGGINS STEVE
 275 SOUTH AVENUE, SUITE 200
 SOUTH ORANGE, NJ 07079

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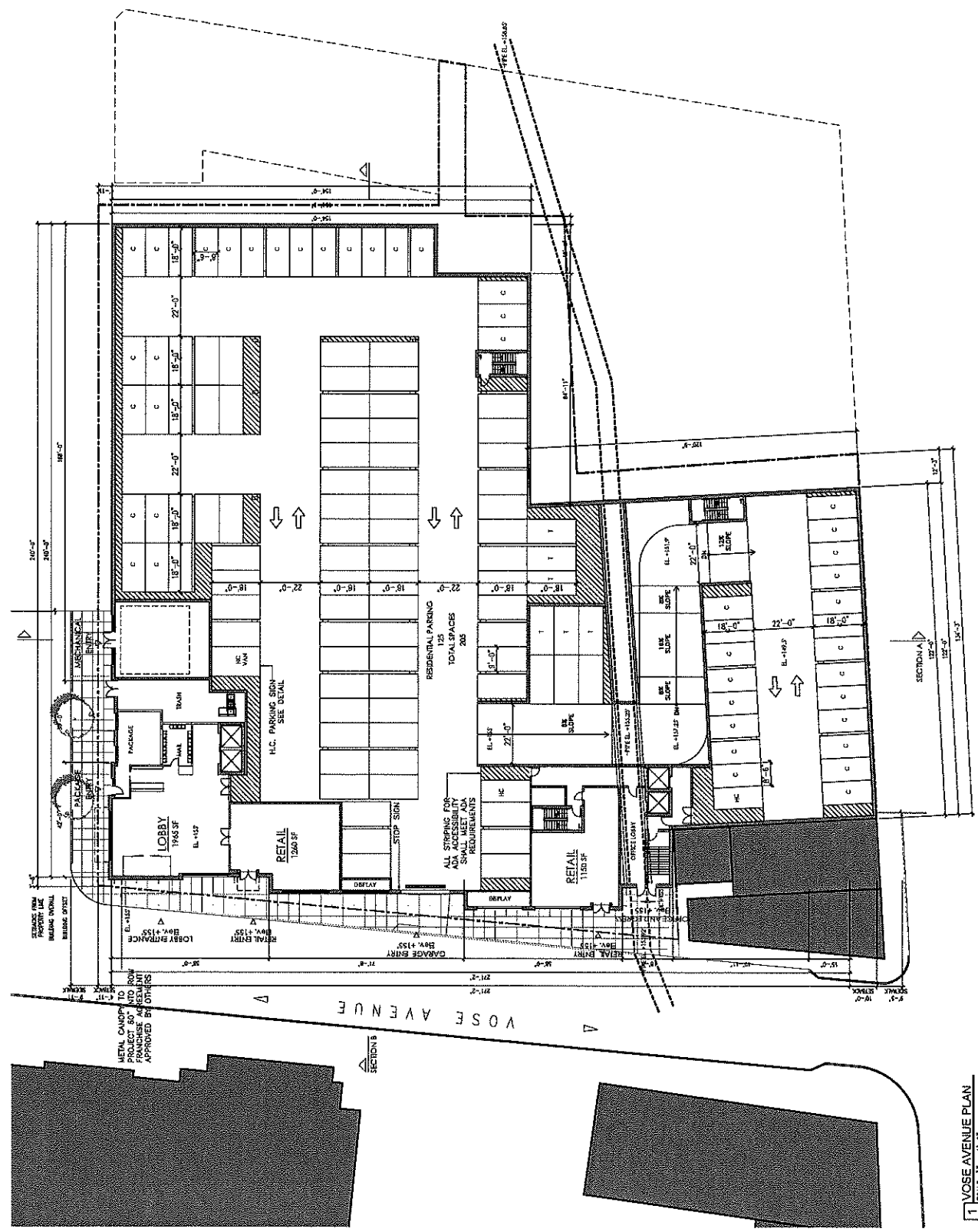
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 275 SOUTH AVENUE, SUITE 200
 SOUTH ORANGE, NJ 07079



1 VOSE AVENUE PLAN
 SCALE: 1/8" = 1'-0"

VOSE AVENUE
 PLAN
 A1

PROJECT NAME:
 HUB SOUTH ORANGE
 SOUTH ORANGE AVE &
 VOSE AVE, NJ 07079

DATE: 05/23/2014
 DRAWN BY: MARCHETTO HIGGINS STEVE

DATE: 05/23/2014
 CHECKED BY: MARCHETTO HIGGINS STEVE

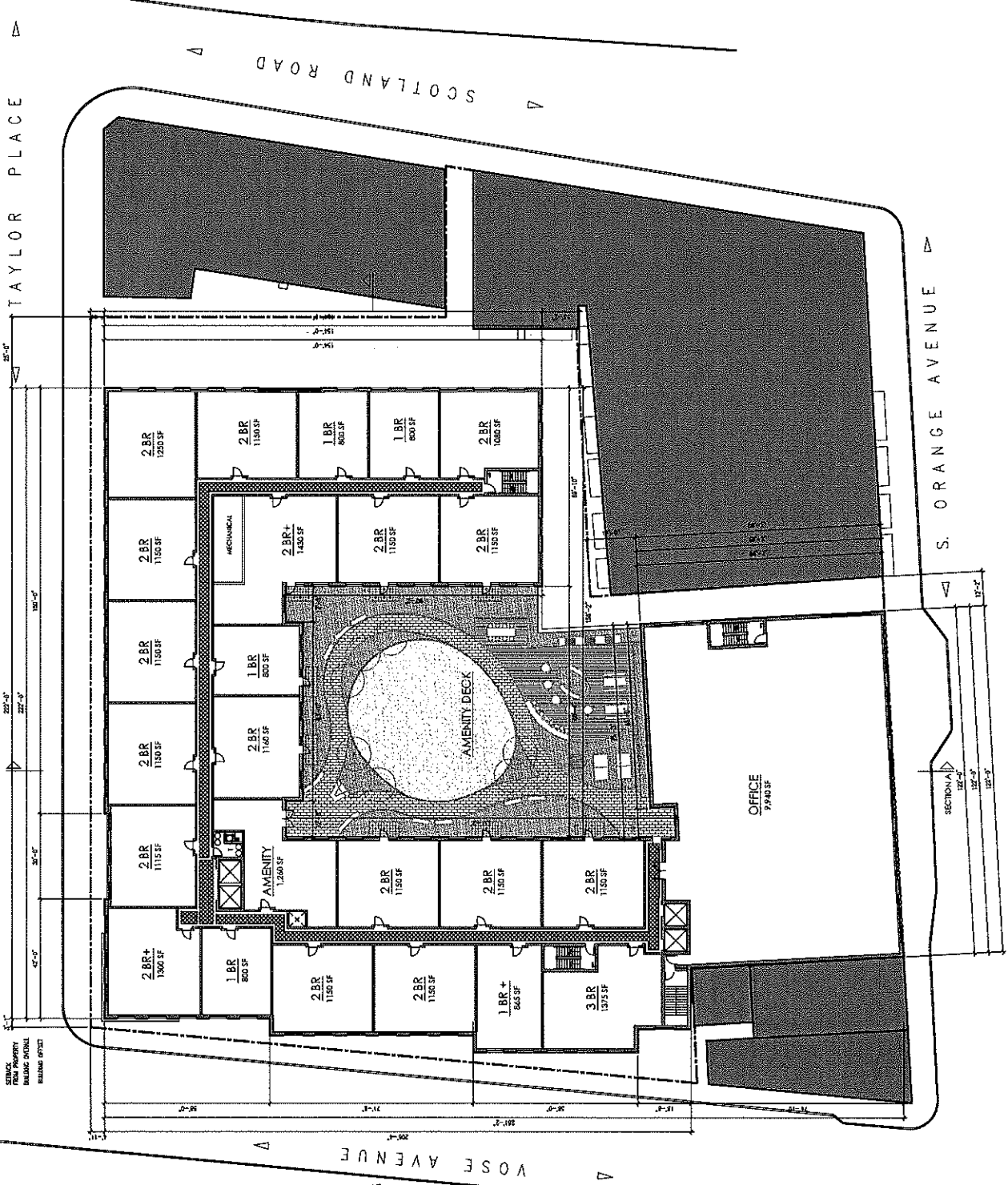
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 APPROVED BY: MARCHETTO HIGGINS STEVE

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 APPROVED BY: MARCHETTO HIGGINS STEVE

DATE: 05/23/2014
 APPROVED BY: MARCHETTO HIGGINS STEVE



UNIT MIX DISTRIBUTION

27 - 1 BEDROOM	5%
9 - 2 BEDROOM	33%
53 - 3 BEDROOM	12%
3 - 3 BEDROOM	3%
119 - TOTAL UNITS	100%

Marchetto Higgins Stieve
ARCHITECTS
1225 Village Avenue
Metuchen, NJ 08854
201-799-3265 P
201-799-6175 F
marchettohiggins.com

Prepared For:
**VOSE AVE. APTS.
URBAN RENEWAL,
L.L.C.**

Project Name:
**HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

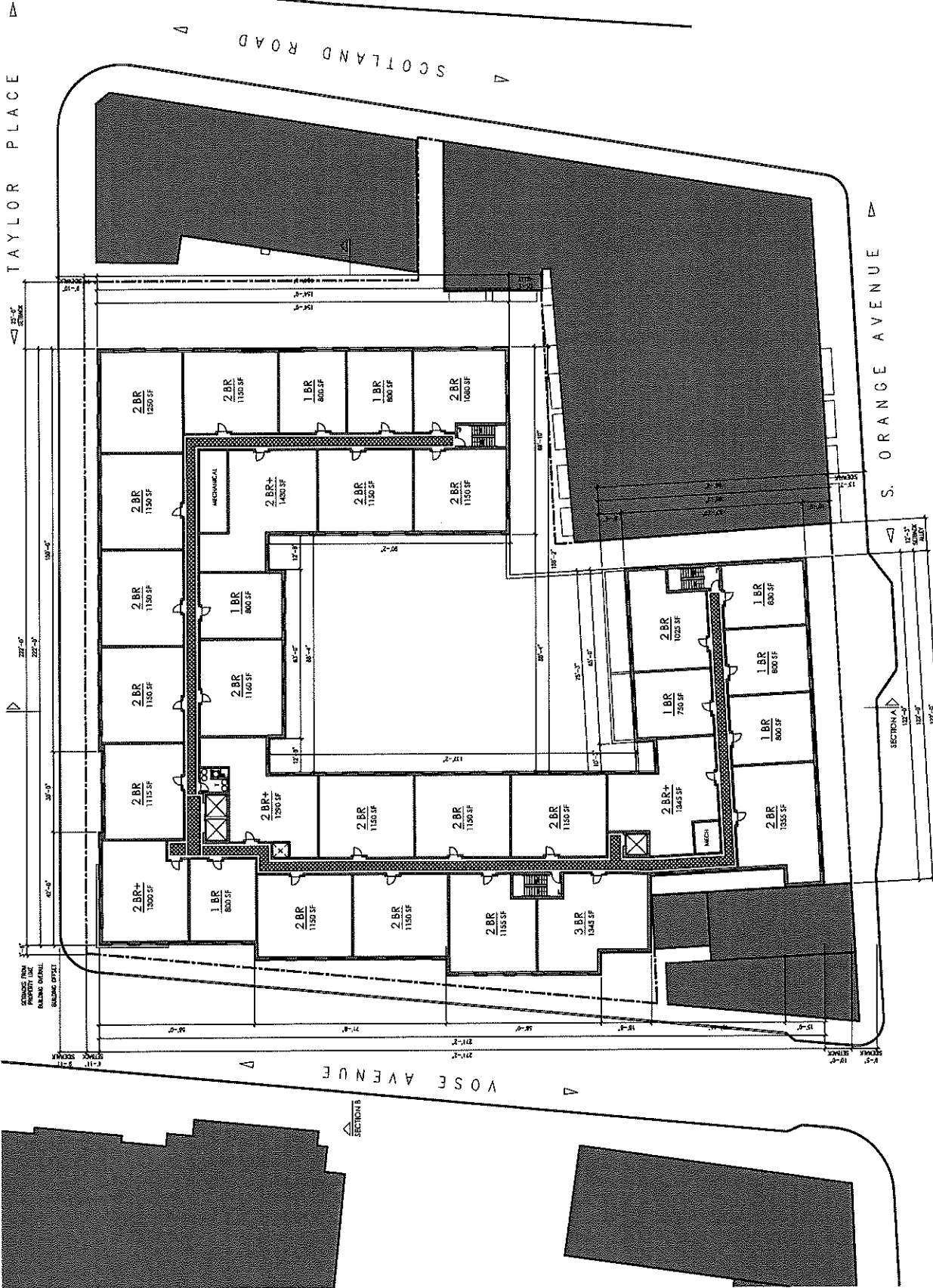
Job Number: 1520
Client: URBAN RENEWAL
Drawn By: JAS

DATE	DESCRIPTION
10.13.2020	FINAL SITE PLAN

SECOND FLOOR PLAN
A3

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1 SECOND FLOOR PLAN
Scale: 1/8" = 1'-0"



UNIT MIX DISTRIBUTION

27 - 1 BEDROOM +	25%
5 - 2 BEDROOM +	20%
15 - 2 BEDROOM +	10%
3 - 3 BEDROOM +	3%
110 - TOTAL UNITS	100%

Marchetto Higgins Stevie
Architects
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Hoboken, NJ 07030
201-799-2348 F
201-799-4171 P
marchettohiggins.com

Prepared For:
**VOSE AVE. APTS.
URBAN RENEWAL,
L.L.C.**

Project Name:
**HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

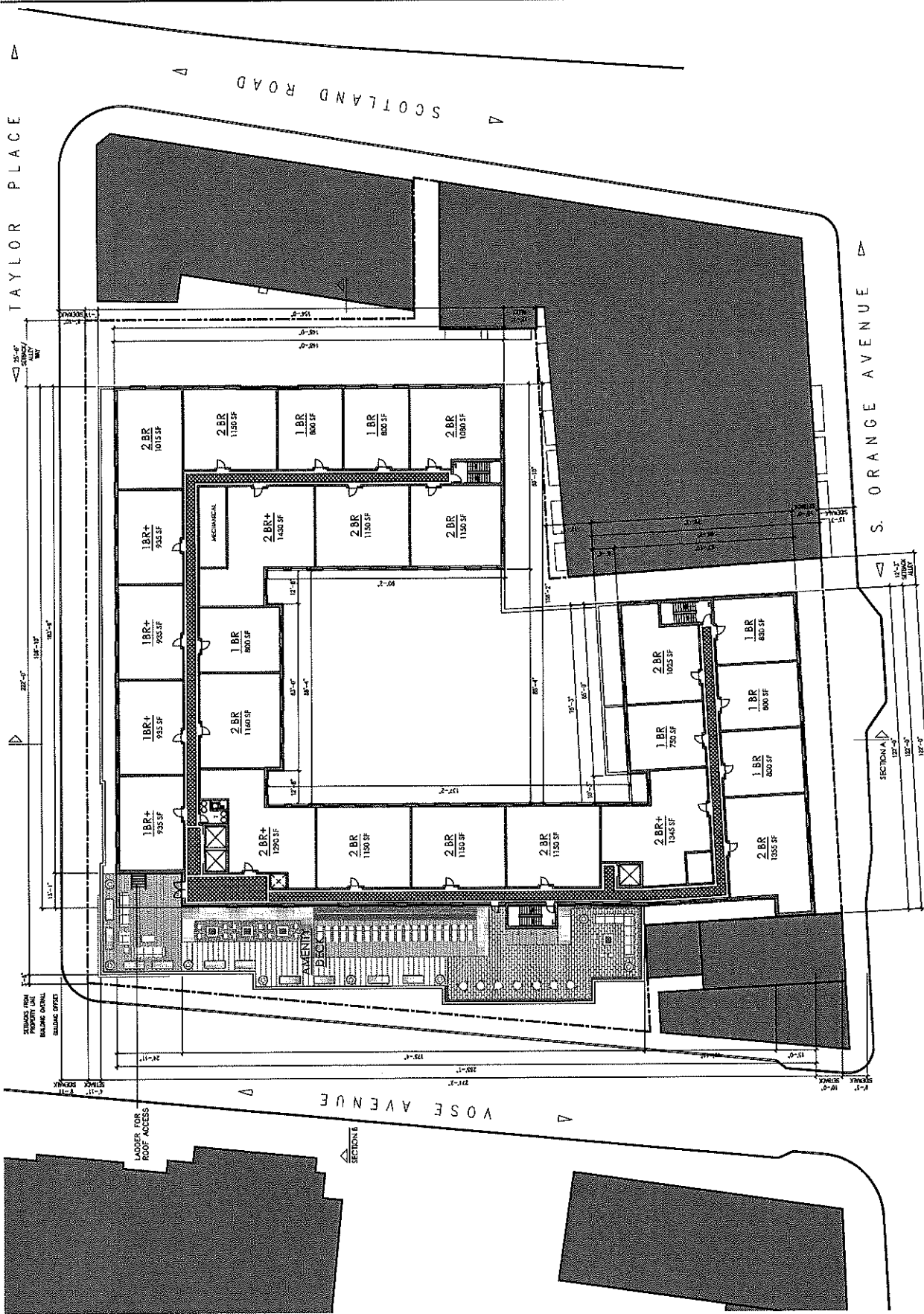
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AC: 1810
Drawn By: MJS/JP

DATE:	1/11/20
BY:	JP
CHECKED:	JP
APPROVED:	JP
PROJECT:	1810
PLAN:	1810

THIRD FLOOR PLAN
A4

Copyright © 2020 Marchetto Higgins Stevie Architects LLC

1 THIRD FLOOR PLAN
SCALE: 3/8" = 1'-0"



Marchetto Higgins Slave
Architects
333 North Avenue
Hoboken, NJ 07030
201-795-5555
201-795-5555
marchettohiggins.com

Prepared For:
**VOSE AVE. APTS.
URBAN RENAISSANCE,
L.L.C.**

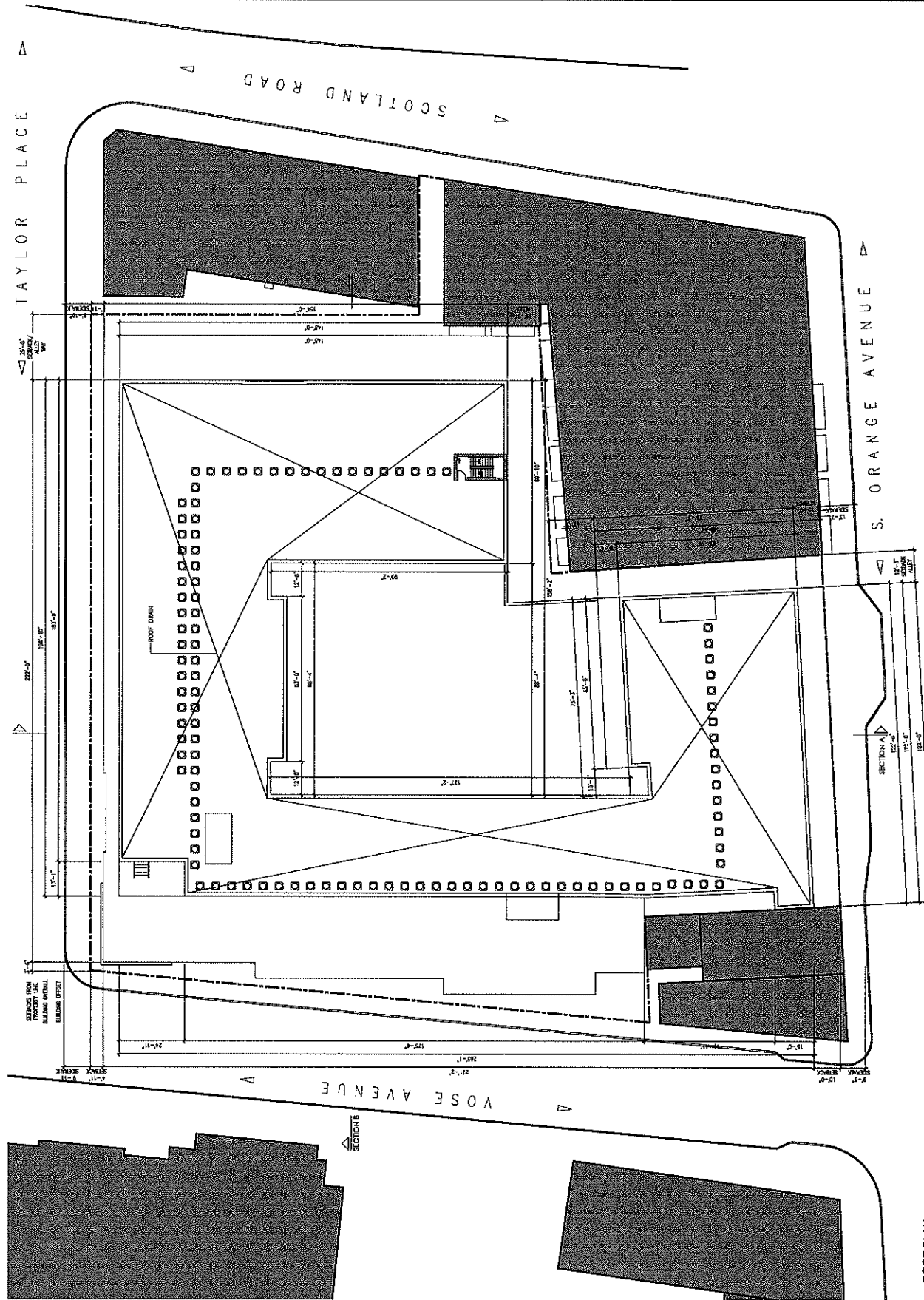
Project Name:
**HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

Job Number: 1510
Date: 05/10/10
Drawn By: JG

NO.	DATE	DESCRIPTION
1	05/10/10	PRELIMINARY FLOOR PLAN

FIFTH FLOOR PLAN
A6
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1 FIFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 ROOF PLAN
SCALE: 1/8" = 1'-0"

Marchetto Higgins Steve
ARCHITECTS
1000 10TH AVENUE
SUITE 200
NEW YORK, NY 10019
TEL: 212-692-1000
FAX: 212-692-1001
WWW.MARCHETTOHIGGINS.COM

Prepared For:
**VOSE AVE. APTS.
URBAN RENEWAL,
LLC.**

Project Name:
**HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

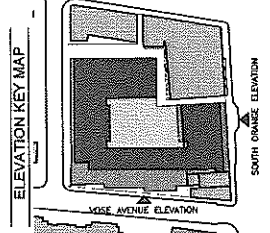
Job Number: 1810
Date: 05/18/2018
Drawn By: JG

NO.	REV.	DATE	DESCRIPTION
1	1	05/18/2018	PREPARED FOR FINAL SET
2	1	05/18/2018	PLAN

A7
ROOF PLAN

Copyright © 2018 Marchetto Higgins Steve Architects P.C.

MATERIAL PALETTE	
BRICK COLOR 1	(A) MANSION GOLD
BRICK COLOR 2	(B) MANSION ROUSSET
WINDOW COLOR	(C) TYPE 1
WINDOW COLOR	(D) TYPE 2
WINDOW COLOR	(E) TYPE 3
WINDOW COLOR	(F) TYPE 4
WINDOW COLOR	(G) TYPE 5
WINDOW COLOR	(H) TYPE 6
WINDOW COLOR	(I) TYPE 7
WINDOW COLOR	(J) TYPE 8
WINDOW COLOR	(K) TYPE 9
WINDOW COLOR	(L) TYPE 10
WINDOW COLOR	(M) TYPE 11
WINDOW COLOR	(N) TYPE 12
WINDOW COLOR	(O) TYPE 13
WINDOW COLOR	(P) TYPE 14
WINDOW COLOR	(Q) TYPE 15
WINDOW COLOR	(R) TYPE 16
WINDOW COLOR	(S) TYPE 17
WINDOW COLOR	(T) TYPE 18
WINDOW COLOR	(U) TYPE 19
WINDOW COLOR	(V) TYPE 20
WINDOW COLOR	(W) TYPE 21
WINDOW COLOR	(X) TYPE 22
WINDOW COLOR	(Y) TYPE 23
WINDOW COLOR	(Z) TYPE 24



Marchetto Higgins Slavin
Architects
1000 South Orange Avenue
South Orange, NJ 07079
Tel: 973-467-1111
Fax: 973-467-1112
www.mhsl.com

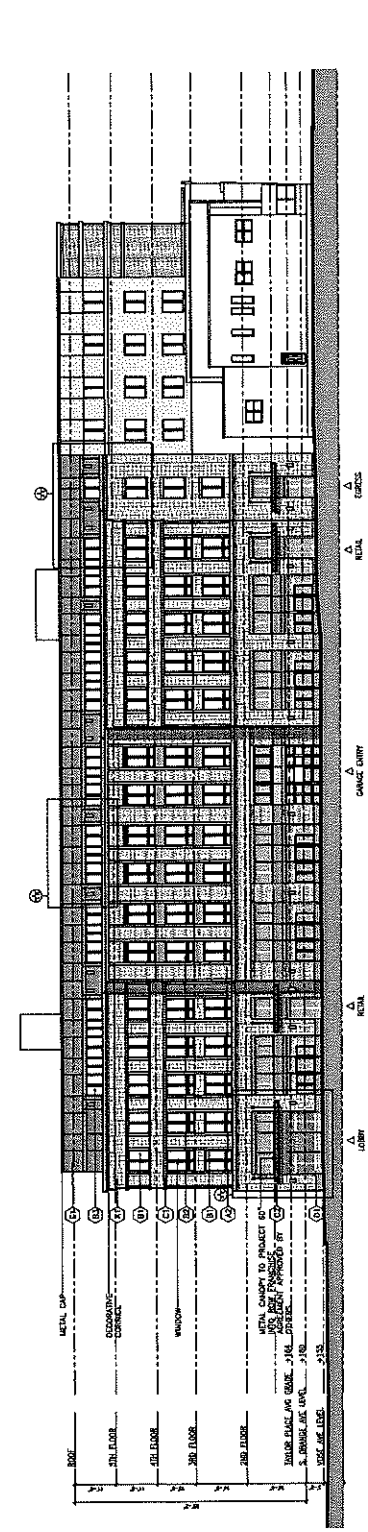
Prepared For:
**VOSE AVE. APTS.
URBAN RENEWAL,
L.L.C.**

Project Name:
**HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

Job Number:	1010
Drawn By:	AS
Check By:	AS
Project Name:	HUB SOUTH ORANGE
Project Address:	SOUTH ORANGE AVE & VOSE AVE, NJ 07079
Project Date:	10/10/2010
Project Status:	FOR

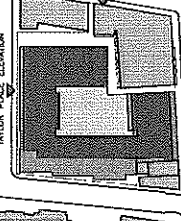
**BUILDING
ELEVATIONS &
DETAILS**

Sheet: **A8**



MATERIAL PALETTE	
BRICK COLOR 1	(A) MANSARD BRICK
BRICK COLOR 2	(B) MANSARD BRICK
BRICK COLOR 3	(C) MANSARD BRICK
BRICK COLOR 4	(D) MANSARD BRICK
BRICK COLOR 5	(E) MANSARD BRICK
BRICK COLOR 6	(F) MANSARD BRICK
BRICK COLOR 7	(G) MANSARD BRICK
BRICK COLOR 8	(H) MANSARD BRICK
BRICK COLOR 9	(I) MANSARD BRICK
BRICK COLOR 10	(J) MANSARD BRICK
BRICK COLOR 11	(K) MANSARD BRICK
BRICK COLOR 12	(L) MANSARD BRICK
BRICK COLOR 13	(M) MANSARD BRICK
BRICK COLOR 14	(N) MANSARD BRICK
BRICK COLOR 15	(O) MANSARD BRICK
BRICK COLOR 16	(P) MANSARD BRICK
BRICK COLOR 17	(Q) MANSARD BRICK
BRICK COLOR 18	(R) MANSARD BRICK
BRICK COLOR 19	(S) MANSARD BRICK
BRICK COLOR 20	(T) MANSARD BRICK
BRICK COLOR 21	(U) MANSARD BRICK
BRICK COLOR 22	(V) MANSARD BRICK
BRICK COLOR 23	(W) MANSARD BRICK
BRICK COLOR 24	(X) MANSARD BRICK
BRICK COLOR 25	(Y) MANSARD BRICK
BRICK COLOR 26	(Z) MANSARD BRICK

ELEVATION KEY MAP



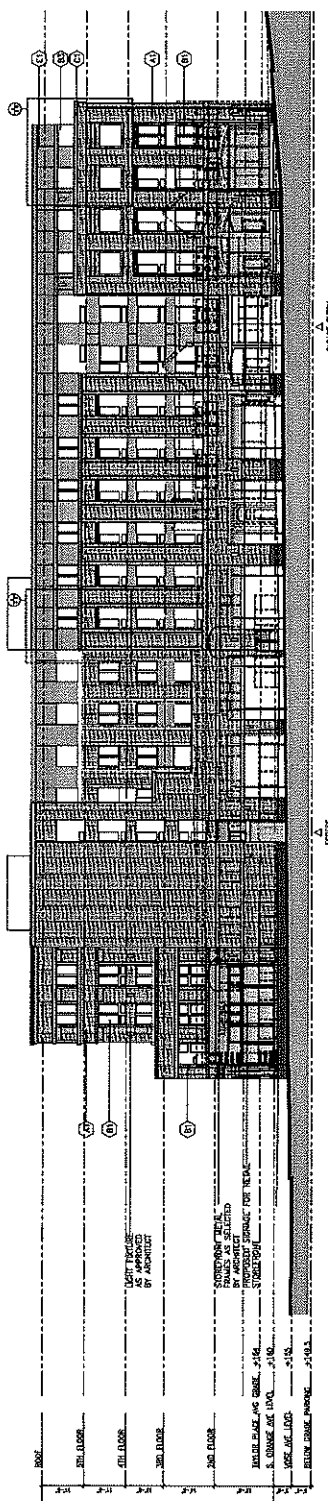
Marchetto
Higgins
Shive
Architects
1225 West 10th Street
Portland, OR 97204
503.228.1234
503.228.1235
503.228.1236
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503.228.1238
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503.228.1250

Prepared For:
VOSE AVE. APTS.
URBAN RENEWAL,
L.L.C.

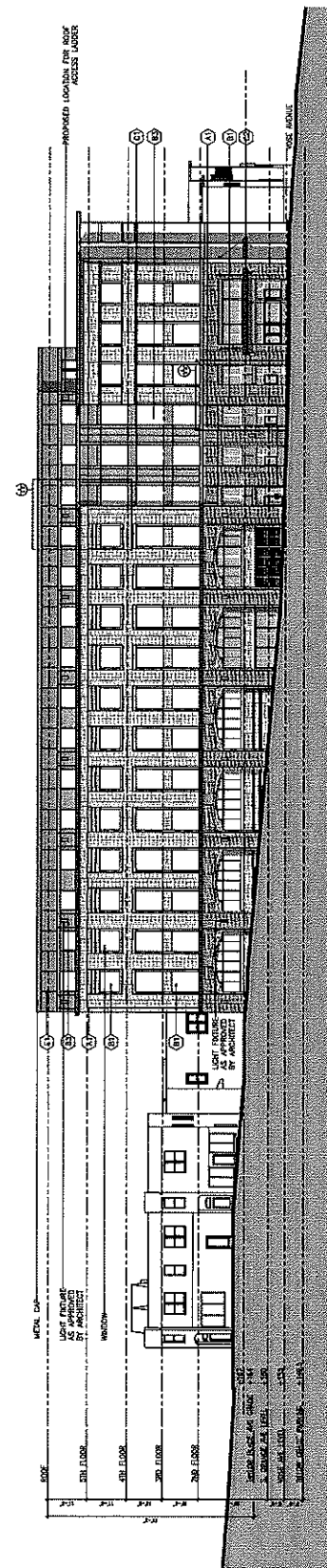
Project Name:
HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079

Job Number: 1810
Drawn By: JLS
Scale: 1/8" = 1'-0"

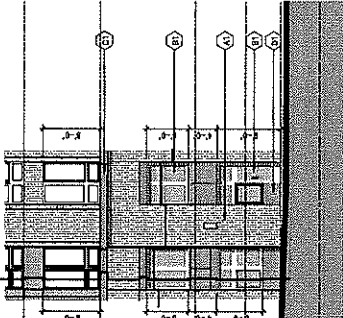
BUILDING
ELEVATIONS &
DETAILS
A9



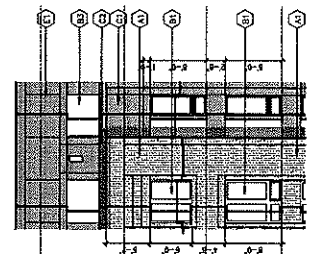
1 SCOTLAND ROAD ELEVATION
SCALE: 1/8" = 1'-0"



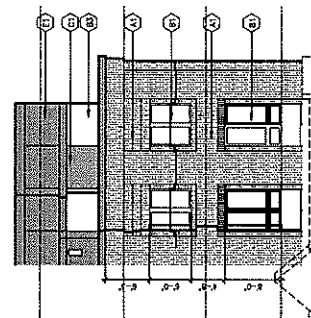
2 TAYLOR PLACE ELEVATION
SCALE: 1/8" = 1'-0"



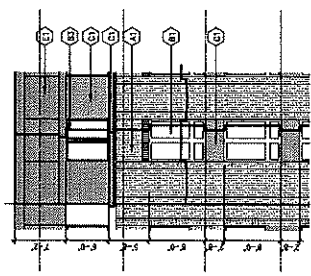
6 STOREFRONT ENTRY
SCALE: 1/8" = 1'-0"



5 CORNICE AND BRICK DETAIL
SCALE: 1/8" = 1'-0"



4 SETBACK DETAIL
SCALE: 1/8" = 1'-0"

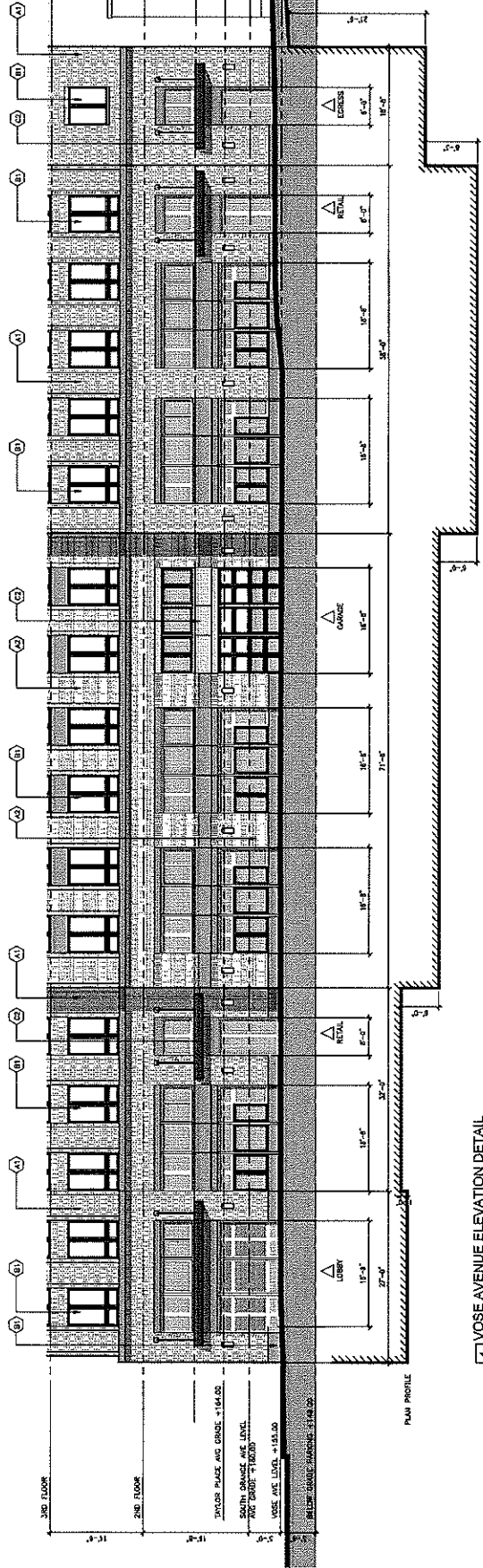
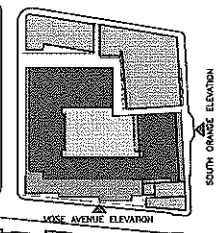


3 STOREFRONT DETAIL
SCALE: 1/8" = 1'-0"

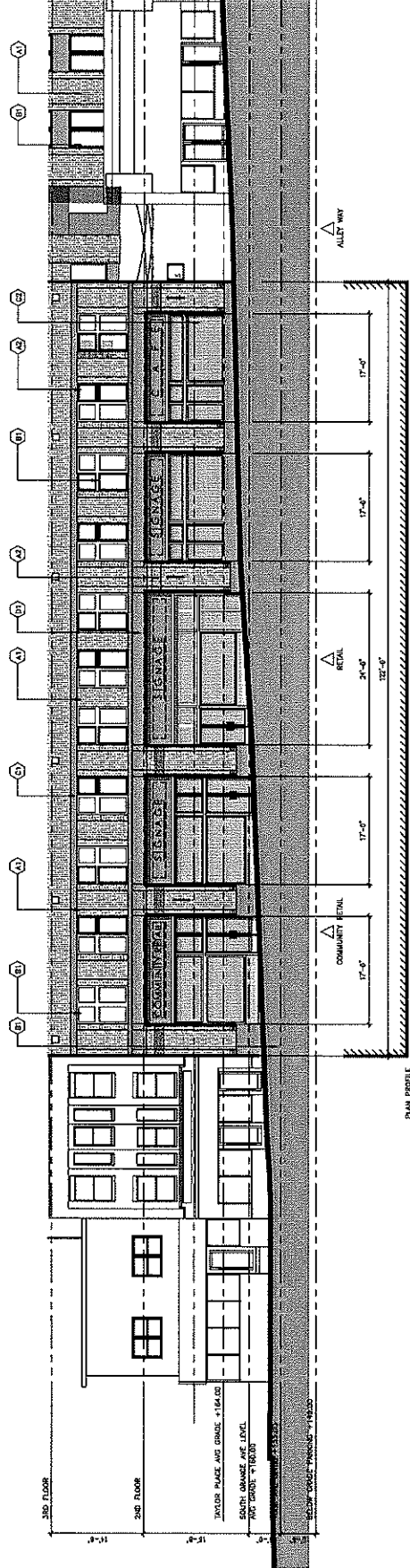
MATERIAL PALETTE

BRICK COLOR 1	A1	KANSAS GOLD
BRICK COLOR 2	A2	MARSHALLS IRONSTONE
WINDOW COLOR	B1	TYPE 1
WINDOW COLOR	B2	TYPE 2
WINDOW COLOR	B3	TYPE 3
WINDOW COLOR	B4	TYPE 4
METAL PANEL	C1	TYPE 1
ACCENT METAL	C2	TYPE 2
STONE BASE	D1	TO MATCH THE BRICK
STONE ANGLES	D2	TO MATCH THE BRICK

ELEVATION KEY MAP



1 VOSE AVENUE ELEVATION DETAIL
SCALE: 1/8" = 1'-0"



2 SOUTH ORANGE AVE ELEVATION DETAIL
SCALE: 1/8" = 1'-0"

Marchetta Higgins Steve
ARCHITECTURE
PLANNING
DESIGN
2225 Vose Avenue
South Orange, NJ 07079
201-799-6282
201-799-6277
info@mhhsa.com

Prepared For:
**VOSE AVE. APTS.
URBAN RENEWAL,
L.L.C.**

Project Name:
**HUB SOUTH ORANGE
SOUTH ORANGE AVE &
VOSE AVE, NJ 07079**

Scale:	1/8" = 1'-0"
Drawn By:	AS, JES
Check By:	BS, JES
Project:	VOSE AVE. APTS.
Sheet:	1/1
Revision:	
Notes:	

**ENLARGED
ELEVATIONS**

A11

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SITE PLAN APPROVAL RESOLUTION

**The application for site plan approval is anticipated to be submitted in May, 2020.
See proposed concept plans attached at Exhibit 9.**

EXHIBIT 11

TOTAL PROJECT COST ESTIMATE

Please fill out the form included below or attach a form substantially similar in its level of detail. This estimate must be certified by a licensed architect or engineer.

Marchetto Higgins Stieve

Architecture Planning Urban Design

1225 Willow Avenue
Hoboken, NJ 07030

35 Journal Square, #700
Jersey City, NJ 07306
201.795.1505

Dean Marchetto, FAIA
Founding Principal

Michael Higgins, AIA
Principal

Bruce Stieve, AIA
Principal

Michael Buldo, AIA
Principal

Vose Avenue Apts. Urban Renewal, LLC
447 Northfield Avenue
Suite #200
West Orange, New Jersey 07052

April 15, 2020

Re: Vose Avenue Apts. Urban Renewal, LLC
Block: 1006
Lots: 1, 2, 3, 9, 10, 11, 13, and 14
Township of South Orange Village, New Jersey

Summary of Project Costs

Marchetto Higgins & Stieve is the architectural firm responsible for producing the Architectural Construction Documents for the Property described above. Michael Buldo is duly licensed as an Architect and in good standing under the laws of the State of New Jersey.

I hereby certify that to the best of my professional knowledge, information, and belief that Exhibit 11 Total Project Cost and Exhibit 12 Project Cost per Unit, in the attached application, for the Improvements to the Property are accurate and consistent with standard Project Costs for projects of a similar size and scope.

Sincerely,

Marchetto Higgins & Stieve

Michael Buldo, AIA
Principal
NJ RA License No. 21AI01786800
My license is valid through July 31, 2021.

Attachment



MHSarchitects.com

Project Cost Summary		
Gross SF Project	258,370	
Gross SF- Residential	139,800	
Gross SF- Retail	10,005	
Gross SF Office	9,910	
Gross SF Amenities	12,075	
Gross SF- Parking/Mechanical	86,580	
Number of Residential Units Proposed	110	
		PROPOSED
	per SF	BUDGET
Land		
Developer Owned		3,900,000
Township Owned		1,300,000
Community Benefit Agreement		700,000
Total Land	22.84	5,900,000
Pre-Development Costs		
Architect/Eng- Site Plan	0.70	180,859
Architect/Eng- Construction Drawings	3.50	904,295
Consultants	0.25	64,593
Environmental Remediation incl Asbestos Abatement	1.94	500,000
Geotech	0.20	51,674
Legal Fee- Title Related	0.05	12,919
Surveying	0.20	51,674
Legal Fee- Site Plan Approval/Redevelopment Agreement	0.50	129,185
Title Reports/Insurance	0.29	75,000
Pre-Construction Services incl existing condition surveys of adjacent properties	0.35	90,430
Passaic Valley Sewerage Connection Fee	0.39	100,000
Tax Abatement Application Fee	0.15	38,756

Consultant/Legal Fee- Tax abatement application	0.50	129,185
Blueprints	0.25	64,593
Application Fees/ related items	0.15	38,756
Construction Permit	1.00	258,370
Township Escrow Fees	0.80	206,696
Buyout Existing Tenants	0.77	200,000
Contingency-10%	1.20	309,698
Total Pre-Development Costs	13.19	3,406,680
Hard Costs		
Demolition	2.71	700,000
Construction- Parking & Mechanical	40.00	3,463,200
Construction- Retail, Office & Residential (excluding foundation)	125.00	21,473,750
Site Work incl Excavation, piles, shoring, underpinning and dewatering, paving, sidewalks	12.00	3,100,440
Liability Insurance-1%	1.11	287,374
Builder's Risk Insurance	0.11	28,037
Performance Bonds	0.20	51,674
General Conditions	8.00	2,066,960
Construction Management Fee- 3.5%	4.17	1,078,152
Contingency- 10% of Construction Costs	12.48	3,224,959
Total Hard Costs	137.30	35,474,546
Financing Costs- \$ Million Loan		
Bank Fee	0.77	198,199
Third Party Reports	0.09	23,253
Legal	0.25	64,593
Interest- 5.5% -24 month period	7.34	1,897,500
Bank Inspection Fees	0.10	27,000
Contingency-10%	0.50	221,054
Total Financing Costs	9.41	2,431,599

Other Costs		
Real Estate Taxes During Construction	1.16	300,000
Affordable Housing Buyout Fee (10%)	3.19	825,000
Accounting	0.10	25,837
Cost Segregation Report	0.05	12,919
Interior Designer/Furniture	1.00	258,370
Marketing of Residential Units incl Broker Fees	1.50	387,555
Development Fee- 5% of Construction Costs	6.87	1,773,727
Operating Reserve	14.13	3,650,000
Contingency-10%	2.80	723,341
Total Other Costs	30.80	7,956,749
TOTAL DEVELOPMENT COST	213.53	55,169,574
	Loan	34,500,000
	Equity Req	20,669,574

EXHIBIT 12

COST ESTIMATE FOR EACH UNIT TYPE

Attach a summary of the estimated total costs for each unit, broken down by type of unit. This information can be presented in summary form, not at the level of detail required in Exhibit 11. However, this estimate must also be certified by a licensed architect or engineer.

See Exhibit 11.

PROJECT PRO FORMA

South Orange 12/13/2019

2018 Tax Data

<u>Description</u>	<u>2018</u>	<u>% of Total</u>
Net Taxable Value	2,840,855,576	
General Tax Rate	3.1500%	
Equalization Ratio	97.0000%	
Total Equalized Value	2,940,612,972	
County Levy	14,361,041.82	16.050
County Library Levy	0	0.501
County OS Levy	448,659.25	16.551
Sub-Total County	14,809,701.07	16.551
District School Levy	0.00	0.000
Regional School Levy	50,792,952.00	56.767
Local School Levy	0.00	0.000
Sub-Total School	50,792,952.00	56.767
Municipal Levy	22,612,077.03	25.272
Municipal Open Space Levy	284,085.56	0.317
Municipal Library Levy	977,760.87	1.093
Sub-Total Municipal	23,873,923.46	26.682
Total Levy	89,476,576.53	100.000
Eq. Tax Rate (from EQ Ratio)	3.0555%	
Projected Annual Increase	2.00%	
Projected 2022 Eq. Rate	3.3074%	
<u>School Cost per Student</u>		
Est. Population	16,743	3,248
% Under 18	19.40%	871
% Under 5	5.20%	2,378
Est. Pop (5 to 18)	14.20%	
% Public School	88.00%	
Est. School Population		2,092
Levy per Student		24,277

**South Orange
12/13/2019**

Unit Mix

<u>Location</u>	<u>1 BR</u>	<u>1+ BR</u>	<u>2 BR</u>	<u>2+ BR</u>	<u>3 BR</u>	<u>Retail</u>	<u>Office</u>	<u>Amenity</u>	<u>Parking</u>	<u>Other</u>	<u>Total</u>
<u>Yose Avenue</u>											
Total Yose Ave.	0	0	0	0	0	1,260 1,145 2,405	0	0	125	2,695	5,100
<u>South Orange Avenue</u>											
Total SO Ave.	0	0	0	0	0	7,600 7,600	0	4,585 1,580 1,500 7,665	80	2,000	17,265
<u>2nd Floor</u>											
	800	865	1,150	1,300	1,375		9,910	1,290			
	800		1,150	1,430				11,130			
	800		1,115								
	800		1,150								
			1,150								
			1,150								
			1,250								
			1,150								
			1,080								
			1,150								
			1,150								
			1,150								
			1,160								
			1,150								
			1,150								
Total 2nd Floor	3,200	865	17,255	2,730	1,375	0	9,910	12,420	0	0	47,755
<u>3rd Floor</u>											
	800		1,155	1,300	1,340						
	800		1,150	1,345							
	800		1,150	1,290							
	830		1,115	1,430							
	800		1,150								
	800		1,150								
	800		1,150								

**South Orange
12/13/2019**

Unit Mix

<u>Location</u>	<u>1 BR</u>	<u>1+ BR</u>	<u>2 BR</u>	<u>2+ BR</u>	<u>3 BR</u>	<u>Retail</u>	<u>Office</u>	<u>Amenity</u>	<u>Parking</u>	<u>Other</u>	<u>Total</u>
	750		1,250								
			1,150								
			1,080								
			1,355								
			1,150								
			1,150								
			1,150								
			1,160								
			1,150								
			1,150								
			1,025								
Total 3rd Floor	6,380	0	20,790	5,365	1,340	0	0	0	0	0	33,875
	800		1,155	1,300	1,340						
	800		1,150	1,345							
	800		1,150	1,290							
	830		1,115	1,430							
	800		1,150								
	800		1,150								
	800		1,150								
	750		1,250								
			1,150								
			1,080								
			1,355								
			1,150								
			1,150								
			1,160								
			1,150								
			1,150								
			1,025								
Total 4th Floor	6,380	0	20,790	5,365	1,340	0	0	0	0	0	33,875

**South Orange
12/13/2019**

Unit Mix

<u>Location</u>	<u>1 BR</u>	<u>1+ BR</u>	<u>2 BR</u>	<u>2+ BR</u>	<u>3 BR</u>	<u>Retail</u>	<u>Office</u>	<u>Amenity</u>	<u>Parking</u>	<u>Other</u>	<u>Total</u>
<u>5th Floor</u>											
	800	935	1,015	1,345							
	800	935	1,150	1,290							
	800	935	1,080	1,430							
	800	935	1,355								
	800		1,150								
	800		1,150								
	800		1,150								
			1,160								
			1,150								
			1,150								
			1,025								
Total 5th Floor	5,600	3,740	12,535	4,065	0	0	0	0	0	0	25,940
Total for Project	21,560	4,605	71,370	17,525	4,055	10,005	9,910	20,085	205	4,695	163,810
# of Units	27	5	62	13	3						110
Average Area	799	921	1,151	1,348	1,352						

South Orange

####

Assessed Value History

2018	3.1500%			2018 Equalization Rate:			97.00%					
<u>Year</u>	<u>Block</u>	<u>Lot</u>	<u>Owner</u>	<u>Lot</u> <u>Depth</u>	<u>Lot</u> <u>Width</u>	<u>Lot SF</u>	<u>Acres</u>	<u>Land AV</u>	<u>Improv. AV</u>	<u>Total AV</u>	<u>Implied Value</u>	<u>2018 Taxes</u>
2018	1006	1	HUB	79	91	7,189	0.17	37,700	192,400	230,100	237,216	7,248
2018	1006	2	HUB	125	50	6,250	0.14	202,500	541,000	743,500	766,495	23,420
2018	1006	3	Village	125	125	15,625	0.36	365,600	29,500	395,100	407,320	12,446
2018	1006	9	HUB	103	25	2,575	0.06	148,700	295,500	444,200	457,938	13,992
2018	1006	10	HUB	103	48	4,944	0.11	189,500	731,100	920,600	949,072	28,999
2018	1006	11	HUB	na	na	4,621	0.11	253,200	796,800	1,050,000	1,082,474	33,075
2018	1006	13	HUB	155	59	9,145	0.21	225,500	498,200	723,700	746,082	22,797
			HUB			34,724	0.797	1,057,100	3,055,000	4,112,100	4,239,278	129,531
			HUB+ Village			50,349	1.156	1,422,700	3,084,500	4,507,200	4,646,598	141,977

South Orange 12/13/2019

Cost Detail

Project Cost Summary		
Gross SF Project	258,370	
Gross SF- Residential	139,800	
Gross SF- Retail	10,005	
Gross SF Office	9,910	
Gross SF Amenities	12,075	
Gross SF- Parking/Mechanical	86,580	
Number of Residential Units Proposed	110	
	per SF	PROPOSED BUDGET
Land		
Developer Owned		3,900,000
Township Owned		1,300,000
Community Benefit Agreement		700,000
Total Land	22.84	5,900,000
Pre-Development Costs		
Architect/Eng- Site Plan	0.70	180,859
Architect/Eng- Construction Drawings	3.50	904,295
Consultants	0.25	64,593
Environmental Remediation incl Asbestos Abatement	1.94	500,000
Geotech	0.20	51,674
Legal Fee- Title Related	0.05	12,919
Surveying	0.20	51,674
Legal Fee- Site Plan Approval/ReDevelopment Agreement	0.50	129,185
Title Reports/Insurance	0.29	75,000
Pre-Construction Services incl existing condition surveys of adjacent prope	0.35	90,430
Passaic Valley Sewage Connection Fee	0.39	100,000
Tax Abatement Application Fee	0.15	38,756
Consultant/Legal Fee- Tax abatement application	0.50	129,185
Blueprints	0.25	64,593
Application Fees/ related items	0.15	38,756
Construction Permit	1.00	258,370
Township Escrow Fees	0.80	206,696
Buyout Existing Tenants	0.77	200,000

Contingency-10%	1.20	309,698
Total Pre-Development Costs	13.19	3,406,680
Hard Costs		
Demolition	2.71	700,000
Construction- Parking & Mechanical	40.00	3,463,200
Construction- Retail, Office & Residential (excluding foundation)	125.00	21,473,750
Site Work incl Excavation, piles, shoring, underpinning and dewatering, pa	12.00	3,100,440
Liability Insurance-1%	1.11	287,374
Builder's Risk Insurance	0.11	28,037
Performance Bonds	0.20	51,674
General Conditions	8.00	2,066,960
Construction Management Fee- 3.5%	4.17	1,078,152
Contingency- 10% of Construction Costs	12.48	3,224,959
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Bank Fee	0.77	198,199
Third Party Reports	0.09	23,253
Legal	0.25	64,593
Interest- 5.5% -24 month period	7.34	1,897,500
Bank Inspection Fees	0.10	27,000
Contingency-10%	0.50	221,054
Total Financing Costs	9.41	2,431,599
Other Costs		
Real Estate Taxes During Construction	1.16	300,000
Affordable Housing Buyout Fee (10%)	3.19	825,000
Accounting	0.10	25,837
Cost Segregation Report	0.05	12,919
Interior Designer/Furniture	1.00	258,370
Marketing of Residential Units incl Broker Fees	1.50	387,555
Development Fee- 5% of Construction Costs	6.87	1,773,727
Operating Reserve	14.13	3,650,000
Contingency-10%	2.80	723,341
Total Other Costs	30.80	7,956,749
TOTAL DEVELOPMENT COST	213.53	55,169,574
Loan		34,500,000
Equity Req		20,669,574

**South Orange
12/13/2019**

**Estimated Taxes
Average of Two Methods**

Replacement Cost Method

Total Project Cost 55,169,574

Less:

Community Benefit Agreement	700,000
Cost of Public Parking Facility @7%	3,861,870
Affordable Housing Buyout Fee (10%)	825,000
Interior Designer/Furniture	258,370
Marketing of Res. Units incl Broker Fees	387,555
Developer Fee- 5% of Construction Costs	1,773,727
Operating Reserve	3,650,000

Net Estimated Replacement Cost 43,713,052

2022 Equalized Tax Rate 3.307%

Projected 2022 Property Tax 1,445,753

Capitalized Income Method

Income Basis

Net Earnings at Stabilization (wo Tax) 3,251,695

Capitalization Rate 6.0000%

2022 Equalized Tax Rate 3.4410%

Loaded Cap Rate 9.4410%

Implied Market Value 34,442,312

Value Deflator to Year 1 1.0640

Implied Market Value Year 1	32,370,830
2022 Equalized Tax Rate	3.4410%
Implied Year 1 Total Property Tax	1,113,877
2022 Estimated Municipal Share of Tax	26.68%
Implied Year 1 Municipal Share	297,202
<u>Average of Both Methods</u>	
Replacement Cost Basis	43,713,052
Income Method Basis	32,370,830
Average Basis	38,041,941
2022 Taxes Based on Average Basis	1,309,019
Net Leasable Area	129,120
Taxes per Leasable SF	10.138

**South Orange
12/13/2019**

**Financial Analysis (Full Taxes)
Operating Projection by Year**

<u>Description</u>	<u>Unit Size</u>	<u># Units</u>	<u>Ann. Esc.</u>	<u>Initial Rent/SF</u>	<u>Initial Monthly Rent</u>	<u>2022 Year</u>	
						<u>1</u>	<u>2</u>
Occupancy Factor						0.500	0.800
Revenue							
1/1 (MR)	799	24	0.0200	36.00	2,395.56	344,960	562,975
1/1+ (MR)	921	5	0.0200	36.00	2,763.00	82,890	135,276
2/2 (MR)	1,151	57	0.0200	33.00	3,165.60	1,082,637	1,766,863
2/2+ (MR)	1,348	13	0.0200	32.00	3,594.87	280,400	457,613
3/2 (MR)	1,352	0	0.0200	30.00	3,379.17	0	0
1/1 (AH)	799	3	0.0200	15.54	1,034.21	18,616	30,381
2/2 (AH)	1,151	5	0.0200	12.77	1,224.94	36,748	59,973
3/2 (AH)	1,352	3	0.0200	12.73	1,433.47	25,803	42,110
Total Rents						1,872,053	3,055,191
Laundry	10	110	0.0200	12.00	10.00	6,600	10,771
Parking	300	120	0.0200	0.00	0.00	0	0
Retail (Rent Producing)	10,005	1	0.0200	20.00	16,675.00	100,050	163,282
Office	9,910	1	0.0200	20.00	16,516.67	99,100	161,731
Operating Reserve						2,000,000	900,000
Total Revenue						4,077,803	4,290,975
Total Rentable Area	129,120						
Total Residential Area	119,115						
Ave Res. Rent/SF	31.43						
	<u>Rate per SF or AGR</u>	<u>Basis</u>	<u>Ann. Esc.</u>				
Expense							
Operating Expenses (Res.)	7,000	119,115	0.0200			833,805	850,481
Operating Expenses (Retail)	7,000	10,005	0.0200			70,035	71,436
Full Taxes	3.307%	38,041,941	0.0200			1,258,188	1,283,352
Replacement Reserve	0.250	129,120	0.0200			32,280	32,926
Management Fee	0.030	TOR	N/A			122,334	128,729
Total Operating Expense						2,316,642	2,366,924

South Orange 12/13/2019

Financial Analysis (Full Taxes) Operating Projection by Year

<u>Description</u>	<u>Unit Size</u>	<u># Units</u> Land Equity	<u>Ann. Esc.</u> Cash Equity	<u>Initial Rent/SF</u>	<u>Initial Monthly Rent</u>	<u>2022</u>	
						<u>Year 1</u>	<u>Year 2</u>
Net Operating Income						1,761,161	1,924,051
Equity Investment	20,669,574	5,200,000	15,469,574				
Mortgage Principal	34,500,000						
Rate	0.0500						
Term	30						
Annual Debt Payment	2,244,275					2,244,275	2,244,275
Projected Cash Flow						(483,114)	(320,223)
Coverage Ratio						78.5%	85.7%
(Operating Cash Flow/Debt Service Requirement)							

Analysis of Mortgage

Beginning Balance	34,500,000	33,980,725
Interest Payment	1,725,000	1,699,036
Principal Payment	519,275	545,238
Ending Balance	33,980,725	33,435,487

Analysis of Earnings

Principal Payment	519,275	545,238
Operating Cash Flow	(483,114)	(320,223)
Total Cash Flow (incl Residual Value)	(20,669,574)	(320,223)
Total Equity	20,669,574	20,669,574
Earnings as % of Equity	-2.34%	-1.55%

Analysis of Residual Value

Total Net Earnings	
Capitalization Rate	6.00%
Projected Value	

**South Orange
12/13/2019**

**Financial Analysis (Full Taxes)
Operating Projection by Year**

<u>Description</u>	<u>Unit Size</u>	<u># Units</u>	<u>Ann. Esc.</u>	<u>Initial Rent/SF</u>	<u>Initial Monthly Rent</u>	<u>2022 Year 1</u>	<u>Year 2</u>
<u>Analysis of Municipal Receipts</u>							
Land Value for RE Tax	5,200,000		0.020			5,741,220	5,856,045
Equalized Tax Rate	0.03307					0.03307	0.03307
Municipal %	0.26682					0.26682	0.26682
Municipal Share of Land Tax						50,664	51,678
Improvement Value for RE Tax	32,841,941		0.020			32,841,941	33,498,780
Equalized Tax Rate	0.03307					0.03307	0.03307
Municipal %	0.26682					0.26682	0.26682
Municipal Share of Impr. Tax						289,819	295,615
Total Municipal Share						340,483	347,292
IRR	2.65%					3.19%	3.49%
Yield to Cost							

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>7</u>	<u>Year</u> <u>8</u>	<u>Year</u> <u>9</u>	<u>Year</u> <u>10</u>
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
<u>Revenue</u>								
1/1 (MR)	681,903	695,541	709,452	723,641	738,114	752,876	767,934	783,292
1/1+ (MR)	163,854	167,131	170,473	173,883	177,360	180,908	184,526	188,216
2/2 (MR)	2,140,113	2,182,915	2,226,574	2,271,105	2,316,527	2,362,858	2,410,115	2,458,317
2/2+ (MR)	554,284	565,369	576,677	588,210	599,974	611,974	624,213	636,698
3/2 (MR)	0	0	0	0	0	0	0	0
1/1 (AH)	36,799	37,535	38,285	39,051	39,832	40,629	41,441	42,270
2/2 (AH)	72,642	74,095	75,577	77,088	78,630	80,203	81,807	83,443
3/2 (AH)	51,005	52,025	53,066	54,127	55,210	56,314	57,440	58,589
Total Rents	3,700,600	3,774,612	3,850,104	3,927,106	4,005,648	4,085,761	4,167,476	4,250,326
Laundry	13,047	13,308	13,574	13,845	14,122	14,405	14,693	14,986
Parking	0	0	0	0	0	0	0	0
Retail (Rent Producing)	197,775	201,730	205,765	209,880	214,078	218,359	222,727	227,181
Office	195,897	199,815	203,811	207,887	212,045	216,286	220,612	225,024
Operating Reserve	250,000	200,000	150,000	100,000	50,000	0	0	0
Total Revenue	4,357,318	4,389,465	4,423,254	4,458,719	4,495,893	4,534,811	4,625,507	4,718,018

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

<u>Expense</u>								
Operating Expenses (Res.)	867,491	884,841	902,537	920,588	939,000	957,780	976,935	996,474
Operating Expenses (Retail)	72,864	74,322	75,808	77,324	78,871	80,448	82,057	83,698
Full Taxes	1,309,019	1,335,199	1,361,903	1,389,142	1,416,924	1,445,263	1,474,168	1,503,651
Replacement Reserve	33,584	34,256	34,941	35,640	36,353	37,080	37,821	38,578
Management Fee	130,720	131,684	132,698	133,762	134,877	136,044	138,765	141,541
Total Operating Expense	2,413,678	2,460,301	2,507,887	2,556,455	2,606,024	2,656,615	2,709,747	2,763,942

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>7</u>	<u>Year</u> <u>8</u>	<u>Year</u> <u>9</u>	<u>Year</u> <u>10</u>
Net Operating Income	1,943,640	1,929,163	1,915,366	1,902,264	1,889,869	1,878,196	1,915,760	1,954,075
Equity Investment								
Mortgage Principal								
Rate								
Term								
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	(300,634)	(315,111)	(328,908)	(342,011)	(354,406)	(366,078)	(328,514)	(290,199)
Coverage Ratio								
(Operating Cash Flow/Debt Service)	86.6%	86.0%	85.3%	84.8%	84.2%	83.7%	85.4%	87.1%
<u>Analysis of Mortgage</u>								
Beginning Balance	33,435,487	32,862,987	32,261,862	31,630,681	30,967,940	30,272,063	29,541,391	28,774,186
Interest Payment	1,671,774	1,643,149	1,613,093	1,581,534	1,548,397	1,513,603	1,477,070	1,438,709
Principal Payment	572,500	601,125	631,181	662,740	695,878	730,671	767,205	805,565
Ending Balance	32,862,987	32,261,862	31,630,681	30,967,940	30,272,063	29,541,391	28,774,186	27,968,621
<u>Analysis of Earnings</u>								
Principal Payment	572,500	601,125	631,181	662,740	695,878	730,671	767,205	805,565
Operating Cash Flow	(300,634)	(315,111)	(328,908)	(342,011)	(354,406)	(366,078)	(328,514)	(290,199)
Total Cash Flow (incl Residual Value)	(300,634)	(315,111)	(328,908)	(342,011)	(354,406)	(366,078)	(328,514)	(290,199)
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	-1.45%	-1.52%	-1.59%	-1.65%	-1.71%	-1.77%	-1.59%	-1.40%

Analysis of Residual Value

Total Net Earnings
Capitalization Rate
Projected Value

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>7</u>	<u>Year</u> <u>8</u>	<u>Year</u> <u>9</u>	<u>Year</u> <u>10</u>
<u>Analysis of Municipal Receipts</u>								
Land Value for RE Tax	5,973,165	6,092,629	6,214,481	6,338,771	6,465,546	6,594,857	6,726,754	6,861,290
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	52,711	53,765	54,841	55,937	57,056	58,197	59,361	60,548
Improvement Value for RE Tax	34,168,755	34,852,131	35,549,173	36,260,157	36,985,360	37,725,067	38,479,568	39,249,160
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Impr. Tax	301,527	307,558	313,709	319,983	326,383	332,910	339,569	346,360
Total Municipal Share	354,238	361,323	368,550	375,921	383,439	391,108	398,930	406,909
IRR								
Yield to Cost	3.52%	3.50%	3.47%	3.45%	3.43%	3.40%	3.47%	3.54%

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>11</u>	<u>Year</u> <u>12</u>	<u>Year</u> <u>13</u>	<u>Year</u> <u>14</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>16</u>	<u>Year</u> <u>17</u>	<u>Year</u> <u>18</u>
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
<u>Revenue</u>								
1/1 (MR)	798,958	814,937	831,236	847,861	864,818	882,114	899,757	917,752
1/1+ (MR)	191,981	195,820	199,737	203,731	207,806	211,962	216,201	220,525
2/2 (MR)	2,507,484	2,557,633	2,608,786	2,660,962	2,714,181	2,768,465	2,823,834	2,880,311
2/2+ (MR)	649,431	662,420	675,668	689,182	702,966	717,025	731,365	745,993
3/2 (MR)	0	0	0	0	0	0	0	0
1/1 (AH)	43,116	43,978	44,858	45,755	46,670	47,603	48,555	49,526
2/2 (AH)	85,112	86,814	88,550	90,321	92,128	93,970	95,850	97,767
3/2 (AH)	59,761	60,956	62,175	63,419	64,687	65,981	67,301	68,647
Total Rents	4,335,843	4,422,559	4,511,011	4,601,231	4,693,255	4,787,120	4,882,863	4,980,520
Laundry	15,286	15,592	15,904	16,222	16,546	16,877	17,215	17,559
Parking	0	0	0	0	0	0	0	0
Retail (Rent Producing)	231,725	236,359	241,086	245,908	250,826	255,843	260,960	266,179
Office	229,524	234,115	238,797	243,573	248,445	253,414	258,482	263,651
Operating Reserve	0	0	0	0	0	0	0	0
Total Revenue	4,812,378	4,908,625	5,006,798	5,106,934	5,209,073	5,313,254	5,419,519	5,527,910

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

Expense

Operating Expenses (Res.)	1,016,404	1,036,732	1,057,466	1,078,616	1,100,188	1,122,192	1,144,636	1,167,528
Operating Expenses (Retail)	85,372	87,080	88,821	90,598	92,410	94,258	96,143	98,066
Full Taxes	1,533,725	1,564,399	1,595,687	1,627,601	1,660,153	1,693,356	1,727,223	1,761,767
Replacement Reserve	39,349	40,136	40,939	41,758	42,593	43,445	44,314	45,200
Management Fee	144,371	147,259	150,204	153,208	156,272	159,398	162,586	165,837
Total Operating Expense	2,819,221	2,875,605	2,933,117	2,991,780	3,051,615	3,112,648	3,174,901	3,238,399

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>11</u>	<u>Year</u> <u>12</u>	<u>Year</u> <u>13</u>	<u>Year</u> <u>14</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>16</u>	<u>Year</u> <u>17</u>	<u>Year</u> <u>18</u>
Net Operating Income	1,993,157	2,033,020	2,073,681	2,115,154	2,157,457	2,200,606	2,244,619	2,289,511
Equity Investment								
Mortgage Principal								
Rate								
Term								
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	(251,118)	(211,254)	(170,594)	(129,120)	(86,817)	(43,668)	344	45,236
Coverage Ratio								
(Operating Cash Flow/Debt Service)	88.8%	90.6%	92.4%	94.2%	96.1%	98.1%	100.0%	102.0%
<u>Analysis of Mortgage</u>								
Beginning Balance	27,968,621	27,122,778	26,234,642	25,302,100	24,322,930	23,294,802	22,215,268	21,081,756
Interest Payment	1,398,431	1,356,139	1,311,732	1,265,105	1,216,146	1,164,740	1,110,763	1,054,088
Principal Payment	845,843	888,136	932,542	979,170	1,028,128	1,079,534	1,133,511	1,190,187
Ending Balance	27,122,778	26,234,642	25,302,100	24,322,930	23,294,802	22,215,268	21,081,756	19,891,570
<u>Analysis of Earnings</u>								
Principal Payment	845,843	888,136	932,542	979,170	1,028,128	1,079,534	1,133,511	1,190,187
Operating Cash Flow	(251,118)	(211,254)	(170,594)	(129,120)	(86,817)	(43,668)	344	45,236
Total Cash Flow (incl Residual Val	(251,118)	(211,254)	(170,594)	(129,120)	(86,817)	(43,668)	344	45,236
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	-1.21%	-1.02%	-0.83%	-0.62%	-0.42%	-0.21%	0.00%	0.22%

Analysis of Residual Value

Total Net Earnings
Capitalization Rate
Projected Value

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>11</u>	<u>Year</u> <u>12</u>	<u>Year</u> <u>13</u>	<u>Year</u> <u>14</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>16</u>	<u>Year</u> <u>17</u>	<u>Year</u> <u>18</u>
<u>Analysis of Municipal Receipts</u>								
Land Value for RE Tax	6,998,515	7,138,486	7,281,255	7,426,880	7,575,418	7,726,926	7,881,465	8,039,094
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	61,759	62,995	64,255	65,540	66,850	68,187	69,551	70,942
Improvement Value for RE Tax	40,034,143	40,834,826	41,651,522	42,484,553	43,334,244	44,200,929	45,084,947	45,986,646
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Impr. Tax	353,287	360,353	367,560	374,911	382,409	390,058	397,859	405,816
Total Municipal Share	415,047	423,348	431,815	440,451	449,260	458,245	467,410	476,758
IRR								
Yield to Cost	3.61%	3.69%	3.76%	3.83%	3.91%	3.99%	4.07%	4.15%

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>19</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>21</u>	<u>Year</u> <u>22</u>	<u>Year</u> <u>23</u>	<u>Year</u> <u>24</u>	<u>Year</u> <u>25</u>	<u>Year</u> <u>26</u>
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
<u>Revenue</u>								
1/1 (MR)	936,107	954,829	973,926	993,404	1,013,272	1,033,538	1,054,208	1,075,293
1/1+ (MR)	224,936	229,435	234,023	238,704	243,478	248,347	253,314	258,381
2/2 (MR)	2,937,917	2,996,675	3,056,609	3,117,741	3,180,096	3,243,698	3,308,572	3,374,743
2/2+ (MR)	760,912	776,131	791,653	807,486	823,636	840,109	856,911	874,049
3/2 (MR)	0	0	0	0	0	0	0	0
1/1 (AH)	50,517	51,527	52,558	53,609	54,681	55,775	56,890	58,028
2/2 (AH)	99,722	101,717	103,751	105,826	107,942	110,101	112,303	114,549
3/2 (AH)	70,019	71,420	72,848	74,305	75,791	77,307	78,853	80,430
Total Rents	5,080,131	5,181,733	5,285,368	5,391,075	5,498,897	5,608,875	5,721,052	5,835,473
Laundry	17,910	18,268	18,634	19,006	19,387	19,774	20,170	20,573
Parking	0	0	0	0	0	0	0	0
Retail (Rent Producing)	271,502	276,933	282,471	288,121	293,883	299,761	305,756	311,871
Office	268,924	274,303	279,789	285,385	291,093	296,914	302,853	308,910
Operating Reserve	0	0	0	0	0	0	0	0
Total Revenue	5,638,468	5,751,237	5,866,262	5,983,587	6,103,259	6,225,324	6,349,830	6,476,827

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

<u>Expense</u>								
Operating Expenses (Res.)	1,190,879	1,214,696	1,238,990	1,263,770	1,289,046	1,314,826	1,341,123	1,367,945
Operating Expenses (Retail)	100,027	102,028	104,068	106,150	108,273	110,438	112,647	114,900
Full Taxes	1,797,003	1,832,943	1,869,602	1,906,994	1,945,134	1,984,036	2,023,717	2,064,191
Replacement Reserve	46,104	47,026	47,966	48,926	49,904	50,902	51,920	52,959
Management Fee	169,154	172,537	175,988	179,508	183,098	186,760	190,495	194,305
Total Operating Expense	3,303,167	3,369,230	3,436,615	3,505,347	3,575,454	3,646,963	3,719,902	3,794,300

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>19</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>21</u>	<u>Year</u> <u>22</u>	<u>Year</u> <u>23</u>	<u>Year</u> <u>24</u>	<u>Year</u> <u>25</u>	<u>Year</u> <u>26</u>
Net Operating Income	2,335,301	2,382,007	2,429,647	2,478,240	2,527,805	2,578,361	2,629,928	2,682,527
Equity Investment								
Mortgage Principal								
Rate								
Term								
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	91,027	137,733	185,373	233,966	283,530	334,087	385,654	438,252
Coverage Ratio								
(Operating Cash Flow/Debt Service)	104.1%	106.1%	108.3%	110.4%	112.6%	114.9%	117.2%	119.5%
<u>Analysis of Mortgage</u>								
Beginning Balance	19,891,570	18,641,874	17,329,693	15,951,903	14,505,224	12,986,210	11,391,246	9,716,534
Interest Payment	994,578	932,094	866,485	797,595	725,261	649,311	569,562	485,827
Principal Payment	1,249,696	1,312,181	1,377,790	1,446,679	1,519,013	1,594,964	1,674,712	1,758,448
Ending Balance	18,641,874	17,329,693	15,951,903	14,505,224	12,986,210	11,391,246	9,716,534	7,958,086
<u>Analysis of Earnings</u>								
Principal Payment	1,249,696	1,312,181	1,377,790	1,446,679	1,519,013	1,594,964	1,674,712	1,758,448
Operating Cash Flow	91,027	137,733	185,373	233,966	283,530	334,087	385,654	438,252
Total Cash Flow (incl Residual Value)	91,027	137,733	185,373	233,966	283,530	334,087	385,654	438,252
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	0.44%	0.67%	0.90%	1.13%	1.37%	1.62%	1.87%	2.12%
<u>Analysis of Residual Value</u>								
Total Net Earnings								
Capitalization Rate								
Projected Value								

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>19</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>21</u>	<u>Year</u> <u>22</u>	<u>Year</u> <u>23</u>	<u>Year</u> <u>24</u>	<u>Year</u> <u>25</u>	<u>Year</u> <u>26</u>
<u>Analysis of Municipal Receipts</u>								
Land Value for RE Tax	8,199,876	8,363,874	8,531,151	8,701,774	8,875,810	9,053,326	9,234,392	9,419,080
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	72,361	73,808	75,284	76,790	78,326	79,892	81,490	83,120
Improvement Value for RE Tax	46,906,379	47,844,507	48,801,397	49,777,425	50,772,973	51,788,433	52,824,201	53,880,685
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Impr. Tax	413,932	422,211	430,655	439,268	448,054	457,015	466,155	475,478
Total Municipal Share	486,293	496,019	505,940	516,058	526,380	536,907	547,645	558,598
IRR								
Yield to Cost	4.23%	4.32%	4.40%	4.49%	4.58%	4.67%	4.77%	4.86%

South Orange 12/13/2019

Description	Year			Year			Year		
	27	28	29	30	31	32	33	34	35
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
Revenue									
1/1 (MR)	1,096,798	1,118,734	1,141,109	1,163,931	1,186,756	1,209,581	1,232,406	1,255,231	1,278,056
1/1+ (MR)	263,548	268,819	274,196	279,680	285,164	290,648	296,132	301,616	307,100
2/2 (MR)	3,442,238	3,511,083	3,581,304	3,652,930	3,724,556	3,796,181	3,867,807	3,939,432	4,011,058
2/2+ (MR)	891,530	909,361	927,548	946,099	964,650	983,201	1,001,752	1,020,303	1,038,854
3/2 (MR)	0	0	0	0	0	0	0	0	0
1/1 (AH)	59,189	60,372	61,580	62,811	64,061	65,311	66,581	67,861	69,151
2/2 (AH)	116,840	119,177	121,561	123,992	126,423	128,854	131,285	133,716	136,147
3/2 (AH)	82,039	83,680	85,353	87,060	88,767	90,474	92,181	93,888	95,595
Total Rents	5,952,183	6,071,226	6,192,651	6,316,504	6,440,357	6,564,210	6,688,063	6,811,916	6,935,769
Laundry	20,985	21,404	21,832	22,269	22,706	23,143	23,580	24,017	24,454
Parking	0	0	0	0	0	0	0	0	0
Retail (Rent Producing)	318,108	324,471	330,960	337,579	344,208	350,837	357,466	364,095	370,724
Office	315,088	321,390	327,817	334,374	340,931	347,488	354,045	360,602	367,159
Operating Reserve	0	0	0	0	0	0	0	0	0
Total Revenue	6,606,364	6,738,491	6,873,261	7,010,726	7,148,191	7,285,656	7,423,121	7,560,586	7,698,051

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

Expense	27	28	29	30	31	32	33	34	35
Operating Expenses (Res.)	1,395,304	1,423,210	1,451,675	1,480,708	1,509,741	1,538,774	1,567,807	1,596,840	1,625,873
Operating Expenses (Retail)	117,198	119,542	121,933	124,371	126,809	129,247	131,685	134,123	136,561
Full Taxes	2,105,475	2,147,585	2,190,536	2,234,347	2,278,158	2,321,969	2,365,780	2,409,591	2,453,402
Replacement Reserve	54,018	55,098	56,200	57,324	58,448	59,572	60,696	61,820	62,944
Management Fee	198,191	202,155	206,198	210,322	214,446	218,569	222,693	226,817	230,941
Total Operating Expense	3,870,186	3,947,590	4,026,542	4,107,073	4,187,604	4,268,135	4,348,666	4,429,197	4,509,728

South Orange

12/13/2019

<u>Description</u>	<u>Year</u> <u>27</u>	<u>Year</u> <u>28</u>	<u>Year</u> <u>29</u>	<u>Year</u> <u>30</u>
Net Operating Income	2,736,177	2,790,901	2,846,719	2,903,653
Equity Investment				
Mortgage Principal				
Rate				
Term				
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	491,903	546,626	602,444	659,379
Coverage Ratio				
(Operating Cash Flow/Debt Service)	121.9%	124.4%	126.8%	129.4%
<u>Analysis of Mortgage</u>				
Beginning Balance	7,958,086	6,111,716	4,173,027	2,137,404
Interest Payment	397,904	305,586	208,651	106,870
Principal Payment	1,846,370	1,938,689	2,035,623	2,137,404
Ending Balance	6,111,716	4,173,027	2,137,404	(0)
<u>Analysis of Earnings</u>				
Principal Payment	1,846,370	1,938,689	2,035,623	2,137,404
Operating Cash Flow	491,903	546,626	602,444	659,379
Total Cash Flow (incl Residual Value)	491,903	546,626	602,444	49,053,602
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	2.38%	2.64%	2.91%	237.32%
<u>Analysis of Residual Value</u>				
Total Net Earnings				2,903,653
Capitalization Rate				6.00%
Projected Value				48,394,223

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>27</u>	<u>Year</u> <u>28</u>	<u>Year</u> <u>29</u>	<u>Year</u> <u>30</u>
<u>Analysis of Municipal Receipts</u>				
Land Value for RE Tax	9,607,462	9,799,611	9,995,603	10,195,515
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	84,782	86,478	88,208	89,972
Improvement Value for RE Tax	54,958,299	56,057,465	57,178,614	58,322,187
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682
Municipal Share of Impr. Tax	484,988	494,687	504,581	514,673
Total Municipal Share	569,770	581,166	592,789	604,645
IRR				
Yield to Cost	4.96%	5.06%	5.16%	5.26%

South Orange

12/13/2019

Site % of Total Area
Land Assessment (2018)
2018 Tax Rate
Equalization Ratio
2022 Equalized Tax Rate
PV Escalation Rate
Annual Revenue Esc.

PILOT Details

100.00%
1,422,700 Prior Year Taxes
3.150% Eq. Value of Land
97.0000% Proj. Eq. Value
3.3074% Proj. Full Taxes (2022)
2.0000% Projected Annual Tax Rate Increase
2.0000% Municipal Share of Taxes

Year	1	2	3	4	5	6	7	8
Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029
Project Completion Indicator	1	1	1	1	1	1	1	1
Annual Gross Revenue	2,077,803	3,390,975	4,107,318	4,189,465	4,273,254	4,358,719	4,445,893	4,534,811
PILOT Rate	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Formula PILOT Payment	207,780	339,097	410,732	418,946	427,325	435,872	444,589	453,481
Prior Full Taxes	141,977	141,977	141,977	141,977	141,977	141,977	141,977	141,977
Min % of Full Taxes	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Projected Theoretical Taxes	1,335,199	1,361,903	1,389,142	1,416,924	1,445,263	1,474,168	1,503,651	1,533,725
Municipal Share (Full Tax)	356,255	363,380	370,647	378,060	385,622	393,334	401,201	409,225
PILOT per Statute	207,780	339,097	410,732	418,946	427,325	435,872	444,589	453,481
Land Taxes	51,478	52,508	53,558	54,629	55,722	56,836	57,973	59,133
Municipal Share (Land Tax)	13,735	14,010	14,290	14,576	14,868	15,165	15,468	15,778
Add'l PILOT for RAB	0	0	0	0	0	0	0	0
Gross PILOT	207,780	339,097	410,732	418,946	427,325	435,872	444,589	453,481
Pledged to RAB	0	0	0	0	0	0	0	0
Net PILOT (After LT Credit)	207,780	287,619	358,224	365,388	372,696	380,150	387,753	395,508
County Share (PILOT)	10,389	14,381	17,911	18,269	18,635	19,008	19,388	19,775
Municipal Share (PILOT)	197,391	273,238	340,313	347,119	354,061	361,143	368,365	375,733
Total Municipal Share	211,127	287,248	354,603	361,695	368,929	376,307	383,834	391,510
Municipal Share of PY Taxes	38,640	39,412	40,201	41,005	41,825	42,661	43,514	44,385

South Orange 12/13/2019

Site % of Total Area
Land Assessment (2018) 37,882
2018 Tax Rate
Equalization Ratio
2022 Equalized Tax Rate
PV Escalation Rate
Annual Revenue Esc.

Year	9	10	11	12	13	14	15	16	17
Calendar Year	2030	2031	2032	2033	2034	2035	2036	2037	2038
Project Completion Indicator	1	1	1	1	1	1	1	1	1
Annual Gross Revenue	4,625,507	4,718,018	4,812,378	4,908,625	5,006,798	5,106,934	5,209,073	5,313,254	5,419,519
PILOT Rate	10.00%	10.00%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%	12.50%
Formula PILOT Payment	462,551	471,802	601,547	613,578	625,850	638,367	651,134	664,157	677,440
Prior Full Taxes	141,977	141,977	141,977	141,977	141,977	141,977	141,977	141,977	141,977
Min % of Full Taxes	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	20.00%
Projected Theoretical Taxes	1,564,399	1,595,687	1,627,601	1,660,153	1,693,356	1,727,223	1,761,767	1,797,003	1,832,943
Municipal Share (Full Tax)	417,409	425,757	434,272	442,958	451,817	460,853	470,071	479,472	489,061
PILOT per Statute	462,551	471,802	601,547	613,578	625,850	638,367	651,134	664,157	677,440
Land Taxes	60,315	61,521	62,752	64,007	65,287	66,593	67,925	69,283	70,669
Municipal Share (Land Tax)	16,093	16,415	16,743	17,078	17,420	17,768	18,123	18,486	18,856
Add'l PILOT for RAB	0	0	0	0	0	0	0	0	0
Gross PILOT	462,551	471,802	601,547	613,578	625,850	638,367	651,134	664,157	677,440
Pledged to RAB	0	0	0	0	0	0	0	0	0
Net PILOT (After LT Credit)	403,418	411,487	540,026	550,826	561,843	573,080	584,541	596,232	608,157
County Share (PILOT)	20,171	20,574	27,001	27,541	28,092	28,654	29,227	29,812	30,408
Municipal Share (PILOT)	383,247	390,912	513,024	523,285	533,751	544,426	555,314	566,420	577,749
Total Municipal Share	399,340	407,327	529,768	540,363	551,170	562,194	573,438	584,906	596,605
Municipal Share of PY Taxes	45,272	46,178	47,101	48,043	49,004	49,984	50,984	52,004	53,044

South Orange

12/13/2019

Site % of Total Area
Land Assessment (2018)
2018 Tax Rate
Equalization Ratio
2022 Equalized Tax Rate
PV Escalation Rate
Annual Revenue Esc.

Year	18	19	20	21	22	23	24	25
Calendar Year	2039	2040	2041	2042	2043	2044	2045	2046
Project Completion Indicator	1	1	1	1	1	1	1	1
Annual Gross Revenue	5,527,910	5,638,468	5,751,237	5,866,262	5,983,587	6,103,259	6,225,324	6,349,830
PILOT Rate	12.50%	12.50%	12.50%	15.00%	15.00%	15.00%	15.00%	15.00%
Formula PILOT Payment	690,989	704,808	718,905	879,939	897,538	915,489	933,799	952,475
Prior Full Taxes	141,977	141,977	141,977	141,977	141,977	141,977	141,977	141,977
Min % of Full Taxes	20.00%	20.00%	20.00%	20.00%	40.00%	40.00%	60.00%	80.00%
Projected Theoretical Taxes	1,869,602	1,906,994	1,945,134	1,984,036	2,023,717	2,064,191	2,105,475	2,147,585
Municipal Share (Full Tax)	498,843	508,819	518,996	529,376	539,963	550,763	561,778	573,013
PILOT per Statute	690,989	704,808	718,905	879,939	897,538	915,489	1,263,285	1,718,068
Land Taxes	72,082	73,524	74,994	76,494	78,024	79,585	81,176	82,800
Municipal Share (Land Tax)	19,233	19,617	20,010	20,410	20,818	21,235	21,659	22,092
Add'l PILOT for RAB	0	0	0	0	0	0	0	0
Gross PILOT	690,989	704,808	718,905	879,939	897,538	915,489	1,263,285	1,718,068
Pledged to RAB	0	0	0	0	0	0	0	0
Net PILOT (After LT Credit)	620,320	632,726	645,381	804,945	821,044	837,465	1,183,700	1,636,891
County Share (PILOT)	31,016	31,636	32,269	40,247	41,052	41,873	59,185	81,845
Municipal Share (PILOT)	589,304	601,090	613,112	764,698	779,992	795,591	1,124,515	1,555,047
Total Municipal Share	608,537	620,707	633,122	785,108	800,810	816,826	1,146,175	1,577,139
Municipal Share of PY Taxes	54,105	55,187	56,291	57,416	58,565	59,736	60,931	62,149

South Orange

12/13/2019

Site % of Total Area
Land Assessment (2018)
2018 Tax Rate
Equalization Ratio
2022 Equalized Tax Rate
PV Escalation Rate
Annual Revenue Esc.

Year	Total
Calendar Year	
Project Completion Indicator	
Annual Gross Revenue	123,944,220
PILOT Rate	
Formula PILOT Payment	15,238,190
Prior Full Taxes	
Min % of Full Taxes	
Projected Theoretical Taxes	42,766,840
Municipal Share (Full Tax)	11,410,945
PILOT per Statute	16,333,270
Land Taxes	1,648,869
Municipal Share (Land Tax)	439,947
Add'l PILOT for RAB	0
Gross PILOT	16,333,270
Pledged to RAB	0
Net PILOT (After LT Credit)	14,767,201
County Share (PILOT)	738,360
Municipal Share (PILOT)	14,028,841
Total Municipal Share	14,468,788
Municipal Share of PY Taxes	1,237,636

**South Orange
12/13/2019**

RAB Calculation

Proposed RAB Amount

<u>Principal</u>	<u>Term</u>	<u>Rate</u>	<u>Annual Payment</u>
0.00	25	0.0400	0.00

**South Orange
12/13/2019**

**Financial Analysis (PILOT)
Operating Projection by Year**

<u>Description</u>	<u>Unit Size</u>	<u># Units</u>	<u>Ann. Esc.</u>	<u>Initial Rent/SF</u>	<u>Initial Monthly Rent</u>	<u>Year 1</u>	<u>Year 2</u>
Occupancy Factor						0.500	0.800
Revenue							
1/1 (MR)	799	24	0.0200	36.00	2,395.56	344,960	562,975
1/1+ (MR)	921	5	0.0200	36.00	2,763.00	82,890	135,276
2/2 (MR)	1,151	57	0.0200	33.00	3,165.60	1,082,637	1,766,863
2/2+ (MR)	1,348	13	0.0200	32.00	3,594.87	280,400	457,613
3/2 (MR)	1,352	0	0.0200	30.00	3,379.17	0	0
1/1 (AH)	799	3	0.0200	15.54	1,034.21	18,616	30,381
2/2 (AH)	1,151	5	0.0200	12.77	1,224.94	36,748	59,973
3/2 (AH)	1,352	3	0.0200	12.73	1,433.47	25,803	42,110
Total Rents						1,872,053	3,055,191
Laundry	10	110	0.0200	12.00	10.00	6,600	10,771
Parking	300	120	0.0200	0.00	0.00	0	0
Retail (Rent Producing)	10,005	1	0.0200	20.00	16,675.00	100,050	163,282
Office	9,910	1	0.0200	20.00	16,516.67	99,100	161,731
Operating Reserve						2,000,000	900,000
Total Revenue						4,077,803	4,290,975
Expense							
Total Rentable Area	129,120						
Total Residential Area	119,115						
Ave Res. Rent/SF	31.43						
	<u>Rate per SF or AGR</u>	<u>Basis</u>	<u>Ann. Esc.</u>				
Operating Expenses (Res.)	7.000	119,115	0.0200			833,805	850,481
Operating Expenses (Retail)	7.000	10,005	0.0200			70,035	71,436
PILOT	From PILOT Schedule					207,780	339,097
Replacement Reserve	0.250	129,120	0.0200			32,280	32,926
Management Fee	0.030	TOR	N/A			122,334	128,729
Total Operating Expense						1,266,234	1,422,669

South Orange

12/13/2019

Financial Analysis (PILOT) Operating Projection by Year

<u>Description</u>	<u>Unit Size</u>	<u># Units</u>	<u>Ann. Esc.</u>	<u>Initial Rent/SF</u>	<u>Initial Monthly Rent</u>	<u>Year 1</u>	<u>Year 2</u>
Net Operating Income							
Equity Investment	20,669,574	Land Equity	Cash Equity			2,811,569	2,868,306
Mortgage Principal	34,500,000	5,900,000	14,769,574				
Rate	0.0500						
Term	30						
Annual Debt Payment	2,244,275					2,244,275	2,244,275
Projected Cash Flow						567,294	624,031
Coverage Ratio						125.3%	127.8%
(Operating Cash Flow/Debt Service Requirement)							
<u>Analysis of Mortgage</u>							
Beginning Balance						34,500,000	33,980,725
Interest Payment						1,725,000	1,699,036
Principal Payment						519,275	545,238
Ending Balance						33,980,725	33,435,487
<u>Analysis of Earnings</u>							
Principal Payment						519,275	545,238
Operating Cash Flow						567,294	624,031
Total Cash Flow (incl Residual Value)						(20,669,574)	624,031
Total Equity						20,669,574	20,669,574
Earnings as % of Equity						2.74%	3.02%
<u>Analysis of Residual Value</u>							
Total Net Earnings							
Capitalization Rate							6.00%
Projected Value							

**South Orange
12/13/2019**

**Financial Analysis (PILOT)
Operating Projection by Year**

<u>Description</u>	<u>Unit Size</u>	<u># Units</u>	<u>Ann. Esc.</u>	<u>Initial Rent/SF</u>	<u>Initial Monthly Rent</u>	<u>Year 1</u>	<u>Year 2</u>
<u>Analysis of Municipal Receipts</u>							
Land Value for RE Tax	5,900,000		0.020			6,514,077	6,644,358
Equalized Tax Rate	0.03307					0.03307	0.03307
Municipal %	0.26682					0.26682	0.26682
Municipal Share of Land Tax						57,484	58,634
PILOT Payment						207,780	339,097
Less Land Tax						0	215,445
Net PILOT						207,780	123,653
Municipal %	0.95					0.95000	0.95000
Municipal Share of PILOT						197,391	117,470
Total Municipal Share						254,876	176,104
IRR	5.52%					5.10%	5.20%
Yield to Cost							

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>7</u>	<u>Year</u> <u>8</u>	<u>Year</u> <u>9</u>	<u>Year</u> <u>10</u>
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
<u>Revenue</u>								
1/1 (MR)	681,903	695,541	709,452	723,641	738,114	752,876	767,934	783,292
1/1+ (MR)	163,854	167,131	170,473	173,883	177,360	180,908	184,526	188,216
2/2 (MR)	2,140,113	2,182,915	2,226,574	2,271,105	2,316,527	2,362,858	2,410,115	2,458,317
2/2+ (MR)	554,284	565,369	576,677	588,210	599,974	611,974	624,213	636,698
3/2 (MR)	0	0	0	0	0	0	0	0
1/1 (AH)	36,799	37,535	38,285	39,051	39,832	40,629	41,441	42,270
2/2 (AH)	72,642	74,095	75,577	77,088	78,630	80,203	81,807	83,443
3/2 (AH)	51,005	52,025	53,066	54,127	55,210	56,314	57,440	58,589
Total Rents	3,700,600	3,774,612	3,850,104	3,927,106	4,005,648	4,085,761	4,167,476	4,250,826
Laundry	13,047	13,308	13,574	13,845	14,122	14,405	14,693	14,986
Parking	0	0	0	0	0	0	0	0
Retail (Rent Producing)	197,775	201,730	205,765	209,880	214,078	218,359	222,727	227,181
Office	195,897	199,815	203,811	207,887	212,045	216,286	220,612	225,024
Operating Reserve	250,000	200,000	150,000	100,000	50,000	0	0	0
Total Revenue	4,357,318	4,389,465	4,423,254	4,458,719	4,495,893	4,534,811	4,625,507	4,718,018

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

<u>Expense</u>								
Operating Expenses (Res.)	867,491	884,841	902,537	920,588	939,000	957,780	976,935	996,474
Operating Expenses (Retail)	72,864	74,322	75,808	77,324	78,871	80,448	82,057	83,698
PILLOT	410,732	418,946	427,325	435,872	444,589	453,481	462,551	471,802
Replacement Reserve	33,584	34,256	34,941	35,640	36,353	37,080	37,821	38,578
Management Fee	130,720	131,684	132,698	133,762	134,877	136,044	138,765	141,541
Total Operating Expense	1,515,391	1,544,048	1,573,309	1,603,186	1,633,689	1,664,833	1,698,130	1,732,092

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>7</u>	<u>Year</u> <u>8</u>	<u>Year</u> <u>9</u>	<u>Year</u> <u>10</u>
Net Operating Income	2,841,928	2,845,416	2,849,944	2,855,533	2,862,204	2,869,978	2,927,378	2,985,925
Equity Investment								
Mortgage Principal								
Rate								
Term								
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	597,653	601,142	605,670	611,259	617,930	625,704	683,103	741,651
Coverage Ratio								
(Operating Cash Flow/Debt Service)	126.6%	126.8%	127.0%	127.2%	127.5%	127.9%	130.4%	133.0%
<u>Analysis of Mortgage</u>								
Beginning Balance	33,435,487	32,862,987	32,261,862	31,630,681	30,967,940	30,272,063	29,541,391	28,774,186
Interest Payment	1,671,774	1,643,149	1,613,093	1,581,534	1,548,397	1,513,603	1,477,070	1,438,709
Principal Payment	572,500	601,125	631,181	662,740	695,878	730,671	767,205	805,565
Ending Balance	32,862,987	32,261,862	31,630,681	30,967,940	30,272,063	29,541,391	28,774,186	27,968,621
<u>Analysis of Earnings</u>								
Principal Payment	572,500	601,125	631,181	662,740	695,878	730,671	767,205	805,565
Operating Cash Flow	597,653	601,142	605,670	611,259	617,930	625,704	683,103	741,651
Total Cash Flow (incl Residual Val)	597,653	601,142	605,670	611,259	617,930	625,704	683,103	741,651
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	2.89%	2.91%	2.93%	2.96%	2.99%	3.03%	3.30%	3.59%
<u>Analysis of Residual Value</u>								
Total Net Earnings								
Capitalization Rate								
Projected Value								

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>3</u>	<u>Year</u> <u>4</u>	<u>Year</u> <u>5</u>	<u>Year</u> <u>6</u>	<u>Year</u> <u>7</u>	<u>Year</u> <u>8</u>	<u>Year</u> <u>9</u>	<u>Year</u> <u>10</u>
<u>Analysis of Municipal Receipts</u>								
Land Value for RE Tax	6,777,245	6,912,790	7,051,046	7,192,067	7,335,908	7,482,627	7,632,279	7,784,925
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	59,807	61,003	62,223	63,467	64,737	66,032	67,352	68,699
PILOT Payment	410,732	418,946	427,325	435,872	444,589	453,481	462,551	471,802
Less Land Tax	219,754	224,149	228,632	233,204	237,868	242,626	247,478	252,428
Net PILOT	190,978	194,798	198,694	202,668	206,721	210,855	215,072	219,374
Municipal %	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000
Municipal Share of PILOT	181,429	185,058	188,759	192,534	196,385	200,313	204,319	208,405
Total Municipal Share	241,236	246,061	250,982	256,002	261,122	266,344	271,671	277,104
IRR								
Yield to Cost	5.15%	5.16%	5.17%	5.18%	5.19%	5.20%	5.31%	5.41%

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>11</u>	<u>Year</u> <u>12</u>	<u>Year</u> <u>13</u>	<u>Year</u> <u>14</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>16</u>	<u>Year</u> <u>17</u>	<u>Year</u> <u>18</u>
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
Revenue								
1/1 (MR)	798,958	814,937	831,236	847,861	864,818	882,114	899,757	917,752
1/1+ (MR)	191,981	195,820	199,737	203,731	207,806	211,962	216,201	220,525
2/2 (MR)	2,507,484	2,557,633	2,608,786	2,660,962	2,714,181	2,768,465	2,823,834	2,880,311
2/2+ (MR)	649,431	662,420	675,668	689,182	702,966	717,025	731,365	745,993
3/2 (MR)	0	0	0	0	0	0	0	0
1/1 (AH)	43,116	43,978	44,858	45,755	46,670	47,603	48,555	49,526
2/2 (AH)	85,112	86,814	88,550	90,321	92,128	93,970	95,850	97,767
3/2 (AH)	59,761	60,956	62,175	63,419	64,687	65,981	67,301	68,647
Total Rents	4,335,843	4,422,559	4,511,011	4,601,231	4,693,255	4,787,120	4,882,863	4,980,520
Laundry	15,286	15,592	15,904	16,222	16,546	16,877	17,215	17,559
Parking	0	0	0	0	0	0	0	0
Retail (Rent Producing)	231,725	236,359	241,086	245,908	250,826	255,843	260,960	266,179
Office	229,524	234,115	238,797	243,573	248,445	253,414	258,482	263,651
Operating Reserve	0	0	0	0	0	0	0	0
Total Revenue	4,812,378	4,908,625	5,006,798	5,106,934	5,209,073	5,313,254	5,419,519	5,527,910
Total Rentable Area								
Total Residential Area								
Ave Res. Rent/SF								
<u>Expense</u>								
Operating Expenses (Res.)	1,016,404	1,036,732	1,057,466	1,078,616	1,100,188	1,122,192	1,144,636	1,167,528
Operating Expenses (Retail)	85,372	87,080	88,821	90,598	92,410	94,258	96,143	98,066
PILOT	601,547	613,578	625,850	638,367	651,134	664,157	677,440	690,989
Replacement Reserve	39,349	40,136	40,939	41,758	42,593	43,445	44,314	45,200
Management Fee	144,371	147,259	150,204	153,208	156,272	159,398	162,586	165,837
Total Operating Expense	1,887,044	1,924,785	1,963,280	2,002,546	2,042,597	2,083,449	2,125,118	2,167,620

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>11</u>	<u>Year</u> <u>12</u>	<u>Year</u> <u>13</u>	<u>Year</u> <u>14</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>16</u>	<u>Year</u> <u>17</u>	<u>Year</u> <u>18</u>
Net Operating Income	2,925,334	2,983,841	3,043,518	3,104,388	3,166,476	3,229,805	3,294,402	3,360,290
Equity Investment								
Mortgage Principal								
Rate								
Term								
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	681,060	739,566	799,243	860,114	922,201	985,531	1,050,127	1,116,015
Coverage Ratio								
(Operating Cash Flow/Debt Service)	130.3%	133.0%	135.6%	138.3%	141.1%	143.9%	146.8%	149.7%
<u>Analysis of Mortgage</u>								
Beginning Balance	27,968,621	27,122,778	26,234,642	25,302,100	24,322,930	23,294,802	22,215,268	21,081,756
Interest Payment	1,398,431	1,356,139	1,311,732	1,265,105	1,216,146	1,164,740	1,110,763	1,054,088
Principal Payment	845,843	888,136	932,542	979,170	1,028,128	1,079,534	1,133,511	1,190,187
Ending Balance	27,122,778	26,234,642	25,302,100	24,322,930	23,294,802	22,215,268	21,081,756	19,891,570
<u>Analysis of Earnings</u>								
Principal Payment	845,843	888,136	932,542	979,170	1,028,128	1,079,534	1,133,511	1,190,187
Operating Cash Flow	681,060	739,566	799,243	860,114	922,201	985,531	1,050,127	1,116,015
Total Cash Flow (incl Residual Val)	681,060	739,566	799,243	860,114	922,201	985,531	1,050,127	1,116,015
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	3.29%	3.58%	3.87%	4.16%	4.46%	4.77%	5.08%	5.40%

Analysis of Residual Value

Total Net Earnings
Capitalization Rate
Projected Value

South Orange 12/13/2019

Description	<u>Year</u> <u>11</u>	<u>Year</u> <u>12</u>	<u>Year</u> <u>13</u>	<u>Year</u> <u>14</u>	<u>Year</u> <u>15</u>	<u>Year</u> <u>16</u>	<u>Year</u> <u>17</u>	<u>Year</u> <u>18</u>
<u>Analysis of Municipal Receipts</u>								
Land Value for RE Tax	7,940,623	8,099,436	8,261,424	8,426,653	8,595,186	8,767,090	8,942,431	9,121,280
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	70,073	71,475	72,904	74,362	75,849	77,366	78,914	80,492
PILOT Payment	601,547	613,578	625,850	638,367	651,134	664,157	677,440	690,989
Less Land Tax	257,476	262,626	267,878	273,236	278,701	284,275	289,960	295,759
Net PILOT	344,071	350,952	357,971	365,131	372,433	379,882	387,480	395,229
Municipal %	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000
Municipal Share of PILOT	326,867	333,405	340,073	346,874	353,812	360,888	368,106	375,468
Total Municipal Share	396,941	404,879	412,977	421,236	429,661	438,254	447,020	455,960
IRR								
Yield to Cost	5.30%	5.41%	5.52%	5.63%	5.74%	5.85%	5.97%	6.09%

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>19</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>21</u>	<u>Year</u> <u>22</u>	<u>Year</u> <u>23</u>	<u>Year</u> <u>24</u>	<u>Year</u> <u>25</u>	<u>Year</u> <u>26</u>
Occupancy Factor	0.950	0.950	0.950	0.950	0.950	0.950	0.950	0.950
<u>Revenue</u>								
1/1 (MR)	936,107	954,829	973,926	993,404	1,013,272	1,033,538	1,054,208	1,075,293
1/1+ (MR)	224,936	229,435	234,023	238,704	243,478	248,347	253,314	258,381
2/2 (MR)	2,937,917	2,996,675	3,056,609	3,117,741	3,180,096	3,243,698	3,308,572	3,374,743
2/2+ (MR)	760,912	776,131	791,653	807,486	823,636	840,109	856,911	874,049
3/2 (MR)	0	0	0	0	0	0	0	0
1/1 (AH)	50,517	51,527	52,558	53,609	54,681	55,775	56,890	58,028
2/2 (AH)	99,722	101,717	103,751	105,826	107,942	110,101	112,303	114,549
3/2 (AH)	70,019	71,420	72,848	74,305	75,791	77,307	78,853	80,430
Total Rents	5,080,131	5,181,733	5,285,368	5,391,075	5,498,897	5,608,875	5,721,052	5,835,473
Laundry	17,910	18,268	18,634	19,006	19,387	19,774	20,170	20,573
Parking	0	0	0	0	0	0	0	0
Retail (Rent Producing)	271,502	276,933	282,471	288,121	293,883	299,761	305,756	311,871
Office	268,924	274,303	279,789	285,385	291,093	296,914	302,853	308,910
Operating Reserve	0	0	0	0	0	0	0	0
Total Revenue	5,638,468	5,751,237	5,866,262	5,983,587	6,103,259	6,225,324	6,349,830	6,476,827

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

<u>Expense</u>								
Operating Expenses (Res.)	1,190,879	1,214,696	1,238,990	1,263,770	1,289,046	1,314,826	1,341,123	1,367,945
Operating Expenses (Retail)	100,027	102,028	104,068	106,150	108,273	110,438	112,647	114,900
PILLOT	704,808	718,905	729,939	739,538	749,489	759,285	769,068	778,819
Replacement Reserve	46,104	47,026	47,966	48,926	49,904	50,902	51,920	52,959
Management Fee	169,154	172,537	175,988	179,508	183,098	186,760	190,495	194,305
Total Operating Expense	2,210,972	2,255,192	2,446,952	2,495,891	2,545,809	2,596,212	2,647,253	2,698,300

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>19</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>21</u>	<u>Year</u> <u>22</u>	<u>Year</u> <u>23</u>	<u>Year</u> <u>24</u>	<u>Year</u> <u>25</u>	<u>Year</u> <u>26</u>
Net Operating Income	3,427,495	3,496,045	3,419,310	3,487,696	3,557,450	3,299,112	2,935,578	2,682,527
Equity Investment								
Mortgage Principal								
Rate								
Term								
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	1,183,221	1,251,771	1,175,035	1,243,421	1,313,175	1,054,838	691,303	438,252
Coverage Ratio								
(Operating Cash Flow/Debt Service)	152.7%	155.8%	152.4%	155.4%	158.5%	147.0%	130.8%	119.5%
<u>Analysis of Mortgage</u>								
Beginning Balance	19,891,570	18,641,874	17,329,693	15,951,903	14,505,224	12,986,210	11,391,246	9,716,534
Interest Payment	994,578	932,094	866,485	797,595	725,261	649,311	569,562	485,827
Principal Payment	1,249,696	1,312,181	1,377,790	1,446,679	1,519,013	1,594,964	1,674,712	1,758,448
Ending Balance	18,641,874	17,329,693	15,951,903	14,505,224	12,986,210	11,391,246	9,716,534	7,958,086
<u>Analysis of Earnings</u>								
Principal Payment	1,249,696	1,312,181	1,377,790	1,446,679	1,519,013	1,594,964	1,674,712	1,758,448
Operating Cash Flow	1,183,221	1,251,771	1,175,035	1,243,421	1,313,175	1,054,838	691,303	438,252
Total Cash Flow (incl Residual Val)	1,183,221	1,251,771	1,175,035	1,243,421	1,313,175	1,054,838	691,303	438,252
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	5.72%	6.06%	5.68%	6.02%	6.35%	5.10%	3.34%	2.12%

Analysis of Residual Value

Total Net Earnings
Capitalization Rate
Projected Value

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>19</u>	<u>Year</u> <u>20</u>	<u>Year</u> <u>21</u>	<u>Year</u> <u>22</u>	<u>Year</u> <u>23</u>	<u>Year</u> <u>24</u>	<u>Year</u> <u>25</u>	<u>Year</u> <u>26</u>
<u>Analysis of Municipal Receipts</u>								
Land Value for RE Tax	9,303,706	9,489,780	9,679,575	9,873,167	10,070,630	10,272,043	10,477,484	10,687,033
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	82,102	83,744	85,419	87,127	88,870	90,647	92,460	94,309
PILOT Payment	704,808	718,905	879,939	897,538	915,489	1,263,285	1,718,068	2,064,191
Less Land Tax	301,675	307,708	313,862	320,140	326,542	333,073	339,735	346,529
Net PILOT	403,134	411,197	566,077	577,399	588,947	930,212	1,378,333	1,717,662
Municipal %	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000	0.95000
Municipal Share of PILOT	382,977	390,637	537,773	548,529	559,499	883,701	1,309,416	1,631,779
Total Municipal Share	465,079	474,381	623,192	635,656	648,369	974,348	1,401,877	1,726,088
IRR								
Yield to Cost	6.21%	6.34%	6.20%	6.32%	6.45%	5.98%	5.32%	4.86%

South Orange 12/13/2019

Description	Year	Year	Year	Year
	27	28	29	30
Occupancy Factor	0.950	0.950	0.950	0.950
Revenue				
1/1 (MR)	1,096,798	1,118,734	1,141,109	1,163,931
1/1+ (MR)	263,548	268,819	274,196	279,680
2/2 (MR)	3,442,238	3,511,083	3,581,304	3,652,930
2/2+ (MR)	891,530	909,361	927,548	946,099
3/2 (MR)	0	0	0	0
1/1 (AH)	59,189	60,372	61,580	62,811
2/2 (AH)	116,840	119,177	121,561	123,992
3/2 (AH)	82,039	83,680	85,353	87,060
Total Rents	5,952,183	6,071,226	6,192,651	6,316,504
Laundry	20,985	21,404	21,832	22,269
Parking	0	0	0	0
Retail (Rent Producing)	318,108	324,471	330,960	337,579
Office	315,088	321,390	327,817	334,374
Operating Reserve	0	0	0	0
Total Revenue	6,606,364	6,738,491	6,873,261	7,010,726

Total Rentable Area
Total Residential Area
Ave Res. Rent/SF

Expense				
Operating Expenses (Res.)	1,395,304	1,423,210	1,451,675	1,480,708
Operating Expenses (Retail)	117,198	119,542	121,933	124,371
PILOT	2,105,475	2,147,585	2,190,536	2,234,347
Replacement Reserve	54,018	55,098	56,200	57,324
Management Fee	198,191	202,155	206,198	210,322
Total Operating Expense	3,870,186	3,947,590	4,026,542	4,107,073

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>27</u>	<u>Year</u> <u>28</u>	<u>Year</u> <u>29</u>	<u>Year</u> <u>30</u>
Net Operating Income	2,736,177	2,790,901	2,846,719	2,903,653
Equity Investment				
Mortgage Principal				
Rate				
Term				
Annual Debt Payment	2,244,275	2,244,275	2,244,275	2,244,275
Projected Cash Flow	491,903	546,626	602,444	659,379
Coverage Ratio				
(Operating Cash Flow/Debt Service)	121.9%	124.4%	126.8%	129.4%
<u>Analysis of Mortgage</u>				
Beginning Balance	7,958,086	6,111,716	4,173,027	2,137,404
Interest Payment	397,904	305,586	208,651	106,870
Principal Payment	1,846,370	1,938,689	2,035,623	2,137,404
Ending Balance	6,111,716	4,173,027	2,137,404	(0)
<u>Analysis of Earnings</u>				
Principal Payment	1,846,370	1,938,689	2,035,623	2,137,404
Operating Cash Flow	491,903	546,626	602,444	659,379
Total Cash Flow (incl Residual Value)	491,903	546,626	602,444	49,053,602
Total Equity	20,669,574	20,669,574	20,669,574	20,669,574
Earnings as % of Equity	2.38%	2.64%	2.91%	237.32%
<u>Analysis of Residual Value</u>				
Total Net Earnings				2,903,653
Capitalization Rate				6.00%
Projected Value				48,394,223

South Orange 12/13/2019

<u>Description</u>	<u>Year</u> <u>27</u>	<u>Year</u> <u>28</u>	<u>Year</u> <u>29</u>	<u>Year</u> <u>30</u>
<u>Analysis of Municipal Receipts</u>				
Land Value for RE Tax	10,900,774	11,118,789	11,341,165	11,567,989
Equalized Tax Rate	0.03307	0.03307	0.03307	0.03307
Municipal %	0.26682	0.26682	0.26682	0.26682
Municipal Share of Land Tax	96,195	98,119	100,082	102,083
PILOT Payment	2,105,475	2,147,585	2,190,536	2,234,347
Less Land Tax	353,460	360,529	367,740	375,094
Net PILOT	1,752,015	1,787,056	1,822,797	1,859,253
Municipal %	0.95000	0.95000	0.95000	0.95000
Municipal Share of PILOT	1,664,414	1,697,703	1,731,657	1,766,290
Total Municipal Share	1,760,610	1,795,822	1,831,739	1,868,373
IRR				
Yield to Cost	4.96%	5.06%	5.16%	5.26%

Affordable Housing Worksheet

2019 HUD Limits

County Essex, Morris, Sussex, Union

Limit %	1 Pers	1.5 Pers	2 Pers	3 Pers	4 Pers	4.5 Pers	5 Pers	6 Pers	7 Pers	7.5 Pers	8 Pers
30%	21,150	22,675	24,200	27,200	30,200	31,425	32,650	35,050	39,010	41,220	43,430
40%	28,200	30,200	32,200	36,240	40,240	41,860	43,480	46,680	49,920	51,520	53,120
50%	35,250	37,750	40,250	45,300	50,300	52,325	54,350	58,350	62,400	64,400	66,400
60%	42,300	45,300	48,300	54,360	60,360	62,790	65,220	70,020	74,880	77,280	79,680
70%	49,350	52,850	56,350	63,420	70,420	73,255	76,090	81,690	87,360	90,160	92,960
80%	52,850	56,625	60,400	67,950	75,500	78,525	81,550	87,600	93,650	96,675	99,700
90%	63,450	67,950	72,450	81,540	90,540	94,185	97,830	105,030	112,320	115,920	119,520
100%	70,500	75,500	80,500	90,600	100,600	104,650	108,700	116,700	124,800	128,800	132,800
120%	84,600	90,600	96,600	108,720	120,720	125,580	130,440	140,040	149,760	154,560	159,360

COAH Unit \$	Studio	1 BR	2 BR	3 BR	Cost Impact of Affordable Housing Units					
	Max YR Rent (w Utilities)	Max YR Rent (w Utilities)	Max YR Rent (w Utilities)	Max YR Rent (w Utilities)	Wt. Ave at COAH Ratio	Diff per Unit From 80%	Diff per Unit From 100%	Cap. Value from 80%	Cap. Value from 100%	Cap. Value @6.5
30%	6,345	6,803	8,160	9,428	8,142	12,198	18,975	187,662	291,923	
40%	8,460	9,060	10,872	12,558	10,847	9,493	16,270	146,049	250,311	
50%	10,575	11,325	13,590	15,698	13,559	6,782	13,559	104,331	208,592	
60%	12,690	13,590	16,308	18,837	16,270	4,070	10,847	62,612	166,874	
70%	14,805	15,855	19,026	21,977	18,982	1,358	8,135	20,894	125,155	
80%	15,855	16,988	20,385	23,558	20,340	0	6,777	0	104,262	
90%	19,035	20,385	24,462	28,256	24,405	(4,065)	2,712	(62,543)	41,718	
100%	21,150	22,650	27,180	31,395	27,117	(6,777)	0	(104,262)	0	
120%	25,380	27,180	32,616	37,674	32,540	(12,200)	(5,423)	(187,698)	(83,437)	

	Max Mn Rent (w Utilities)	Max Mn Rent (w Utilities)	Max Mn Rent (w Utilities)	Max Mn Rent (w Utilities)	Wt. Ave at COAH Ratio
30%	529	567	680	786	679
40%	705	755	906	1,047	904
50%	881	944	1,133	1,308	1,130
60%	1,058	1,133	1,359	1,570	1,356
70%	1,234	1,321	1,586	1,831	1,582
80%	1,321	1,416	1,699	1,963	1,695
90%	1,586	1,699	2,039	2,355	2,034
100%	1,763	1,888	2,265	2,616	2,260
120%	2,115	2,265	2,718	3,140	2,712

**South Orange
12/13/2019**

Affordable Housing Estimate
(HUD 2019 Numbers)

<u>Income Level</u>	<u>1 BR Max</u> (1.5 People)	<u>2 BR Max</u> (3 People)	<u>3 BR Max</u> (4.5 People)	<u># 1 BR</u>	<u># 2 BR</u>	<u># 3 BR</u>	<u>Total</u>	<u>Total Rents</u> (Monthly)	<u>Total Rents</u> (Annually)
Very Low (30%)	567	680	786	1	1	1	3	2,033	24,396
Low (50%)	944	1,133	1,308	1	3	1	5	5,651	67,812
Mod (80%)	1,416	1,699	1,963	1	1	1	3	5,078	60,936
Total				3	5	3	11	12,762	153,144
Average Rentable Area	799	1,151	1,352						
Total Rentable Area	2,396	5,756	4,055						12,206
Total Annual Rent	35,124	69,336	48,684						153,144
Ave. Ann Rent/SF	14.66	12.05	12.01						12.55

PROJECT FINANCING PLAN

Attach a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital.

See attached Sources and Uses. It is anticipated that the project will be financed as follows:

- **Equity consisting of land and private equity.**
- **Conventional Loan up to 80% LTV.**

South Orange 12/13/2019

Cost Detail

Project Cost Summary		
Gross SF Project	258,370	
Gross SF- Residential	139,800	
Gross SF- Retail	10,005	
Gross SF Office	9,910	
Gross SF Amenities	12,075	
Gross SF- Parking/Mechanical	86,580	
Number of Residential Units Proposed	110	
	per SF	PROPOSED BUDGET
Land		
Developer Owned		3,900,000
Township Owned		1,300,000
Community Benefit Agreement		700,000
Total Land	22.84	5,900,000
Pre-Development Costs		
Architect/Eng- Site Plan	0.70	180,859
Architect/Eng- Construction Drawings	3.50	904,295
Consultants	0.25	64,593
Environmental Remediation incl Asbestos Abatement	1.94	500,000
Geotech	0.20	51,674
Legal Fee- Title Related	0.05	12,919
Surveying	0.20	51,674
Legal Fee- Site Plan Approval/ReDevelopment Agreement	0.50	129,185
Title Reports/Insurance	0.29	75,000
Pre-Construction Services incl existing condition surveys of adjacent prope	0.35	90,430
Passaic Valley Sewage Connection Fee	0.39	100,000
Tax Abatement Application Fee	0.15	38,756
Consultant/Legal Fee- Tax abatement application	0.50	129,185
Blueprints	0.25	64,593
Application Fees/ related items	0.15	38,756
Construction Permit	1.00	258,370
Township Escrow Fees	0.80	206,696
Buyout Existing Tenants	0.77	200,000

Contingency-10%	1.20	309,698
Total Pre-Development Costs	13.19	3,406,680
Hard Costs		
Demolition	2.71	700,000
Construction- Parking & Mechanical	40.00	3,463,200
Construction- Retail, Office & Residential (excluding foundation)	125.00	21,473,750
Site Work incl Excavation, piles, shoring, underpinning and dewatering, pa	12.00	3,100,440
Liability Insurance-1%	1.11	287,374
Builder's Risk Insurance	0.11	28,037
Performance Bonds	0.20	51,674
General Conditions	8.00	2,066,960
Construction Management Fee- 3.5%	4.17	1,078,152
Contingency- 10% of Construction Costs	12.48	3,224,959
Total Hard Costs	137.30	35,474,546
Financing Costs- \$ Million Loan		
Bank Fee	0.77	198,199
Third Party Reports	0.09	23,253
Legal	0.25	64,593
Interest- 5.5% -24 month period	7.34	1,897,500
Bank Inspection Fees	0.10	27,000
Contingency-10%	0.50	221,054
Total Financing Costs	9.41	2,431,599
Other Costs		
Real Estate Taxes During Construction	1.16	300,000
Affordable Housing Buyout Fee (10%)	3.19	825,000
Accounting	0.10	25,837
Cost Segregation Report	0.05	12,919
Interior Designer/Furniture	1.00	258,370
Marketing of Residential Units incl Broker Fees	1.50	387,555
Development Fee- 5% of Construction Costs	6.87	1,773,727
Operating Reserve	14.13	3,650,000
Contingency-10%	2.80	723,341
Total Other Costs	30.80	7,956,749
TOTAL DEVELOPMENT COST	213.53	55,169,574
Loan		34,500,000
Equity Req		20,669,574

EXHIBIT 15

PRIVATE FINANCING COMMITMENTS

Attach certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project.

See Exhibit 14.

EXPLANATION OF NEED FOR TAX EXEMPTION

Attach an explanation of why the applicant believes that a long term tax exemption is necessary to make this Project economically feasible. Include specific figures where possible to explain any financing gaps.

The Applicant formed its entity to initiate and conduct the redevelopment of an underutilized area that has remained relatively unchanged for quite some time. The Applicant seeks to revitalize the project site consistent with the goals of the Township of South Orange Village, the Local Redevelopment and Housing Law and the Vose and Taylor Redevelopment Plan. This redevelopment project is being undertaken for the public benefit, namely to: (i) encourage walkability in the neighborhood with residential and mixed-use development, and (ii) attract local business and new jobs to the Township.

The funding of this project will be provided through private equity investment and a private loan. These investments and loans will be used to fund the construction and revitalization phase of the project. The long-term tax exemption is needed because tax savings on this project will have a direct impact on the Applicant's ability to proceed with construction and obtain debt financing.

EXHIBIT 17

PROJECT SCHEDULE

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project.

Site Plan Approval	May, 2020
Commencement of Construction	Within 12 Months of Approval
Completion of Construction	Within 36 Months of Commencement

SUMMARY OF PROJECT BENEFITS

Attach a summary of all the public benefits associated with this project, including, at a minimum, the number and type of construction jobs anticipated, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments.

This project will revitalize an area of underutilized properties within the scenic and historic downtown of South Orange Village in accordance with the goals and objectives of the Vose and Taylor Redevelopment Plan. The project will support ongoing redevelopment and reinvestment within the Township of South Orange through the accommodation of both residential and commercial uses in an area that has not experienced significant change from the late 19th century to current day. The location, surrounding mix of uses, and access to the train station are positive indicators for this development. The project will contribute to the economic wellbeing of the Township by creating opportunities and space for local businesses to prosper, while maintaining much needed public parking for the community. Other project benefits include temporary and permanent employment and increased tax revenue to the Township.

FORM OF FINANCIAL AGREEMENT

The appropriate form of Financial Agreement should be attached to this application.

DRAFT AGREEMENT

FINANCIAL AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

AND

VOSE AVENUE APTS. URBAN RENEWAL, LLC

DATED AS OF _____

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FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter this “**Agreement**”), made this ____ day of ____, 2020, (the “**Effective Date**”) by and between **VOSE AVENUE APTS. URBAN RENEWAL, LLC**, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “**Long Term Tax Exemption Law**”), with offices at c/o HUB Realty, 447 Northfield Ave # 200, West Orange, New Jersey 07052 (the “**Entity**”) and the **TOWNSHIP OF SOUTH ORANGE VILLAGE**, a municipal corporation in the County of Essex and the State of New Jersey (the “**Village**”, and together with the Entity, the “**Parties**” or “**Party**”).

WITNESSETH:

WHEREAS, the Entity is the owner of the property identified on the Tax Maps of the Village as Block 1006, Lots 1, 2, 9, 10, 11, 13 and 14 and more particularly described by the metes and bounds description (the “**Entity’s Property**”) as set forth in *Exhibit A* of the application submitted by the Entity for tax exemption (the “**Application**”); and

WHEREAS, the Village is the owner of the property identified on the Tax Maps of the Village as Block 1006, Lot 3 and more particularly described by the metes and bounds description (the “**Municipality’s Property**,” and together with the Entity’s Property, the “**Property**”) as set forth in *Exhibit A* of the Application; and

WHEREAS, the Property is located within the Central Business District Redevelopment Area (the “**Redevelopment Area**”), which has been designated as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “**Local Redevelopment and Housing Law**”) by Resolution Numbered 301-95 adopted on December 18, 1995 and Resolution 301-99 adopted on January 25, 1999; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, on April 27, 2020, the Village duly adopted Ordinance Numbered 2020-09 approving the redevelopment plan entitled “Vose + Taylor Redevelopment Plan” (and as same may be amended from time to time, the “**Redevelopment Plan**”) for the Redevelopment Area; and

WHEREAS, on _____, the Village passed a resolution designating the Entity as the redeveloper of the Property and approved a redevelopment and purchase and sale agreement dated _____ with the Entity (the “**Redevelopment Agreement**”); and

WHEREAS, the Entity shall acquire the Village’s Property pursuant to the Redevelopment Agreement; and

WHEREAS, the proposed project to be undertaken on the Property is the development of approximately 111 residential units, inclusive of 11 affordable residential units, along with approximately 12,000 square feet of retail space including space dedicated for Village use and structured parking (the “**Project**”); and

WHEREAS, the Entity has submitted the Application to the Village for the approval of an exemption for the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, on [April 27, 2020], the Board of Trustees finally adopted an ordinance entitled, “Ordinance of the Village of South Orange Township, County of Essex, New Jersey Approving the Application and Financial Agreement for Tax Exemption for an Urban Renewal Project with Respect to a Portion of the Central Business District Redevelopment Area Located on Block 1006; Lots 1, 2, 3, 9, 10, 11, 13 and 14,” a copy of which is attached hereto as ***Exhibit B*** (the “**Ordinance**”); and

WHEREAS, the Village made the following findings with respect to the Project:

A. Relative Benefits of the Project:

i. The Project Site currently includes various retail space and a parking lot. It is currently underutilized. The Project will create approximately 75 temporary jobs for temporary construction period jobs and 25-30 permanent jobs. The Project will generate significant amounts of new municipal revenues through the Annual Service Charge, parking fees and water/sewer fees. The Project is a transit-oriented development and furthers smart growth norms, and will substantially enhance the viability and vitality of the Village’s downtown. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive of the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

B. Assessment of the Importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

i. The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. As a downtown development and to further efficient use of downtown property, the Project requires construction of a structured parking deck which is an extraordinary cost making the construction and operation of the Project more expensive than it would otherwise be. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE I

GENERAL PROVISIONS

SECTION 1.01 Governing Law.

This Agreement shall be governed by the provisions of (a) the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, (b) the Ordinance, and (c) all other Applicable Laws. It is expressly understood and agreed that the Village expressly relies upon the facts, data, and representations contained in the Application in granting this tax exemption.

SECTION 1.02 General Definitions.

The following terms shall have the meanings assigned to such term in the preambles hereof:

Agreement

Application

Entity

Effective Date

Local Redevelopment and Housing Law

Long Term Tax Exemption Law

Municipality

Ordinance

Party/Parties

Project

Property

Redevelopment Agreement

Redevelopment Area

Redevelopment Plan

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Administrative Fee – The fee paid to the Village by the Entity, as set forth in Section 4.06 of the Agreement.

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3(b).

Allowable Profit Rate - As defined by N.J.S.A. 40A:20-3(b).

Annual Gross Revenue – The annual gross revenue or gross shelter rent or annual gross rents, as appropriate, and other income, for the Entity from the Project, as provided in N.J.S.A. 40A:20-3(a).

Annual Service Charge - The amount the Entity has agreed to pay the Village, or its designee, pursuant to Article IV for municipal services supplied to the Project, which sum is in lieu of any taxes on the Land and Improvements, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Annual Service Charge Start Date – The first day of the month following the month the Project receives any temporary or permanent Certificate of Occupancy.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Local Redevelopment and Housing Law, the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder.

Auditor's Report - A financial statement (a) outlining the financial status of the Project, (b) prepared consistent with the current standards of the Financial Accounting Standards Board and relevant provisions of the Long Term Tax Exemption Law, (c) detailing all items as required by the Long Term Tax Exemption Law, and (d) certified as to its conformance with such standards by a certified public accountant licensed to practice in the State of New Jersey.

Certificate of Occupancy - A temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Village authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

County – The County of Essex.

Debt Service - the amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by this Agreement.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

Default Notice – As defined in Section 15.02.

Financial Plan – The plan as set forth in Exhibits 13, 14 and 15 of the Application.

Improvements - Any building, structure or fixture permanently affixed to the Land and to be constructed and exempt under this Agreement.

In Rem Tax Foreclosure - A summary proceeding by which the Village may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of N.J.S.A. 54:5-1 et seq.

In Rem Tax Foreclosure Act – N.J.S.A. 54:5-104.29 et seq., as the same may be amended or supplemented from time to time.

Land – The real property, but not the Improvements, known as Block 1006, Lots 1, 2, 3, 9, 10, 11, 13 and 14 on the tax maps of the Village, and more particularly described by the metes and bounds description set forth in *Exhibit A* of this Agreement.

Land Taxes - The amount of taxes assessed on the value of the Land, in the event it is determined that the Land is not exempt, exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – As defined in Section 4.07.

Minimum Annual Service Charge – The total taxes levied against all real property constituting the Project Site in the last full tax year in which the Property was subject to taxation.

Net Profit – The Annual Gross Revenue of the Entity pertaining to the Property, less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c), which includes, but is not limited to, the Debt Service and an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the abatement granted pursuant to this Agreement as well as all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).

State – The State of New Jersey.

Tax Assessor – The Village tax assessor.

Tax Collector – The Village tax collector.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement in accordance with Section 3.01 or any action or omission which by operation of the terms of this Agreement shall cause the Entity to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in N.J.S.A. 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

SECTION 1.03 Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than 10 days nor more than 20 days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made part hereof.

{End of Article I}

ARTICLE II **APPROVAL**

SECTION 2.01 Approval of Tax Exemption

The Village has granted and does hereby grant its approval for a tax exemption for the Project in accordance with the provisions of the Long Term Tax Exemption Law on the Property. Pursuant to the Ordinance, the Land and Improvements to be constructed and maintained by the Entity shall be exempt from taxation as provided for herein.

SECTION 2.02 Approval of the Entity

Approval is granted to the Entity based on its representation that its Certificate of Incorporation attached to the Application as Exhibit 2 thereto contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

SECTION 2.03 Improvements to be Constructed

The Entity represents that it will construct or cause the Improvements to be constructed in accordance with the Redevelopment Plan and the Redevelopment Agreement.

SECTION 2.04 Construction Schedule

The Entity agrees to diligently undertake to commence construction as required by the Redevelopment Agreement.

SECTION 2.05 Ownership, Management and Control

The Entity represents that it is the contract purchaser of the Property. The Entity expressly covenants, warrants and represents that upon completion, the Project, including all Land and Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan and all Applicable Laws.

SECTION 2.06 Financial Plan

The Entity represents that the Improvements shall be financed generally in accordance with the representations set forth in the Financial Plan. The Application and Financial Plan set forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

{End of Article II}

ARTICLE III

DURATION OF AGREEMENT

SECTION 3.01 Term

This Agreement is effective on the Effective Date. So long as there is compliance with the Applicable Laws and this Agreement, it is understood and agreed by the Parties that this Agreement, including the obligation to pay Annual Service Charges under Article IV and the tax exemption granted and referred to in Section 2.01, shall remain in effect until the earlier of (i) 35 years from the date of the Effective Date or (ii) 25 years from the Annual Service Charge Start Date for the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is leased by a corporation, association or other entity formed and operating under the Long Term Tax Exemption Law. Upon Termination, the tax exemption for the Project shall expire and the Land and Improvements shall thereafter be assessed and taxed according to the general laws applicable to other non exempt property in the Village. Upon Termination all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering and the Village's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13, provided however that, in the event that the Entity fails to commence construction as required by the Redevelopment Agreement (including any applicable cure periods), the Village may terminate this Agreement upon 10 days prior written notice to the Entity.

SECTION 3.02 Date of Termination

Upon any Termination of the tax exemption, as described in Section 3.01, the date of such Termination shall be deemed to be the last day of the fiscal year of the Entity.

SECTION 3.03 Voluntary Termination by Entity

The Entity may at any time after the expiration of one year from the completion of the Project notify the Village that as of a certain date designated in the notice, it relinquishes its status under the Long Term Tax Exemption Law and that the Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon Termination of the Agreement, all restrictions and limitations upon the Entity imposed by this Agreement shall terminate upon the Entity's rendering and the Village's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

{End of Article III}

ARTICLE IV

ANNUAL SERVICE CHARGE

SECTION 4.01 Annual Service Charge Consent

The Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens described in this Agreement, and the Entity shall not contest the validity or amount of any such lawfully imposed lien. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of the status of the Entity as an urban renewal entity qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the Village of any provisions of this Agreement. The Entity's remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

SECTION 4.02 Payment of Annual Service Charge

A. In consideration of the tax exemption, the Entity shall make payment of the Annual Service Charge commencing on the Annual Service Charge Start Date.

B. Payment of the Annual Service Charge shall be made to the Village on a quarterly basis on February 1, May 1, August 1, and November 1 after the Annual Service Charge Start Date in accordance with the Village's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within 90 days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the Termination of the Agreement.

C. In the event that the Entity fails to timely pay the Annual Service Charge or any installment thereof, the amount past due shall bear the highest rate of interest permitted under applicable state law and then being assessed by the Village against other delinquent taxpayers in the case of unpaid taxes or tax liens on land until paid.

D. In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Village during the tax year, in accordance with Applicable Law.

SECTION 4.03 Annual Service Charge Amount

Pursuant to N.J.S.A. 40A:20-12, the Annual Service Charge shall be an amount equal to the greater of: (a) ten percent (10%) of Annual Gross Revenues for the first ten (10) years after the Annual Service Charge Start Date; (ii) twelve and one half percent (12.5%) of Annual Gross Revenues for years eleven (11) through twenty (20) after the Annual Service Charge Start Date;

(iii) fifteen percent (15%) of Annual Gross Revenues for the years twenty-one (21) through twenty-five (25) after the Annual Service Charge Start Date, or (b) the Minimum Annual Service Charge. The first year of the Annual Service Charge shall be billed based on the Minimum Annual Service Charge. The Entity shall use the prior year's Annual Gross Revenues to estimate the Annual Service Charge for each year. Pursuant to N.J.S.A. 40A:20-3(c), within ninety (90) days of the end of each year the Entity shall review the Annual Service Charge for the prior year and apply any underpayment or overpayment to the then current year.

Notwithstanding the provisions of the Long Term Tax Exemption Law or any provision of the Agreement to the contrary, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect. Further, any and all tax appeals currently pending on the Land or existing improvements have been withdrawn.

SECTION 4.04 Reformation of Annual Service Charge Computation

In the event the exemption of the Land is invalidated by a Court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and shall be reformed to cure the invalid provision so that the Annual Service Charge shall be in the amount set forth in Section 4.03, but the Entity shall receive a credit against the Annual Service Charge for any Land Taxes paid as hereinafter provided.

If the exemption of the Land authorized under N.J.S.A. 40A:20-12 is invalidated, then the provisions of this paragraph shall apply and the Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables. Land Taxes shall be separately assessed for the Property, and shall be assessed only on the Land without regard to any improvements or increase in value to the Land because of the Improvements. The payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge. The Entity is required to make payment of both the Annual Service Charge and the Land Tax Payments, if applicable. The Entity is required to pay the full Land Tax Payments in any given year and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Tax Payment in a timely manner shall constitute a violation and breach of this Agreement. The Village shall, among its other remedies, have the right to proceed against the Property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default under this Agreement upon 60 days written notice to the Entity.

SECTION 4.05 Schedule of Stage Adjustments to Annual Service Charge

Pursuant to N.J.S.A. 40A:20-12(b), the Annual Service Charge shall be adjusted as follows:

A. Stage One. Commencing on the Annual Service Charge Start Date through the sixth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable.

B. Stage Two. From the sixth year through the tenth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 20% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

C. Stage Three. From the eleventh year through the fifteenth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 40% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

D. Stage Four. From the sixteenth year through the twentieth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 60% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

E. Fifth Stage. From the twenty-first year through the twenty-fifth year of the Agreement, the Annual Service Charge shall be the amount established in accordance with Section 4.03 or 4.04 of the Agreement, as applicable, or 80% of the amount of the taxes otherwise due on the Land and Improvements, whichever is greater.

SECTION 4.06 Administrative Fee

The Entity shall pay an Annual Administrative Fee on January 1st of each year equal to 2% of the previous year's Annual Service Charge.

SECTION 4.07 Material Conditions

It is expressly agreed and understood that, subject to the provisions of Section 4.04 above, the tax exemption granted by this Agreement and all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, Land Taxes, if applicable, and the Administrative Fee are material conditions of this Agreement (the "**Material Conditions**"). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

SECTION 4.08 No Reduction in Payment of the Annual Service Charge

Except as set forth in Section 16.10 hereof, neither the amounts (subject to the provisions of Section 4.04, if applicable) nor dates established for payment of the Annual Service Charge, as provided in Sections 4.02 and 4.03 hereof shall be reduced, amended or otherwise modified

during the Term of this Agreement. The Entity and the Village hereby consent and agree to the amount of Annual Service Charge and the Entity hereby consents and agrees to the liens established in this Financial Agreement, and the Entity shall not contest the validity or amount of any such lien; provided, however, that the foregoing shall not be construed to bar the Entity from raising the defense that (i) the Annual Service Charge then due and owing has been paid in full or (ii) that the Annual Service Charge is not yet due and owing. Notwithstanding anything herein to the contrary, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of the Entity as an "urban renewal entity" qualified under and as defined in the Long Term Tax Exemption Law, or any violation by the Village of any provisions of this Financial Agreement, termination of the Redevelopment Agreement or failure of the Entity to complete the Project.

SECTION 4.09 Annual Service Charges as Municipal Lien

In accordance with the provisions of the Long Term Tax Exemption Law, the Annual Service Charge shall be and constitute a continuous municipal lien on the Property and the Improvements.

SECTION 4.10 Security for Payment of Annual Service Charges

In order to secure the full and timely payment of the Annual Service Charges, the Village on its own behalf reserves the right to prosecute an In Rem Tax Foreclosure action against the Property, as more fully set forth in this Agreement.

SECTION 4.11 Lease

As set forth in Section 5.01 of the Redevelopment Agreement, for the term of this Financial Agreement, the Entity shall provide the Village with not less than 2,500 square feet of Retail Space provided per the Concept Plan (as defined in the Redevelopment Agreement) to include necessary ADA access and restroom facilities for \$1.00 paid annually pursuant to a Lease Agreement by and between the Village and the Entity. Such Retail Space shall front on South Orange Avenue.

{End of Article IV}

ARTICLE V

REMEDIES

SECTION 5.01 Dispute Resolution

In the event of a breach of this Agreement by any of the Parties or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, then the Parties shall submit the dispute to mediation. The Parties agree that the mediation will be before a retired judge of the Superior Court of New Jersey agreed upon by the parties within 10 days after request by either Party upon occurrence of a dispute, or if the parties fail to so agree, a retired judge of the Superior Court appointed by the Assignment Judge of Essex County upon application of either Party. The Parties agree to engage in good faith in the mediation effort to seek resolution of the disagreement. The good faith obligation shall require, as a condition precedent to commencement of any arbitration other than one seeking emergent relief, participation of up to six (6) hours at a mediation session conducted by the Mediator at a time and place fixed by the Mediator, all to occur within 30 days after appointment of the Mediator. The parties further agree that the mediation procedure is voluntary and non binding (beyond good faith obligation described in the previous sentence). Following good faith participation, either party may at any time terminate the mediation proceeding with or without cause. The Mediator shall also have the right to terminate the mediation if the Mediator shall determine that the efforts to reach a settlement are likely to be futile. The parties agree to share the burden of the Mediator's compensation equally and each agrees to pay its share pursuant to the Mediator's invoice to be rendered at completion or termination of the mediation process. To the extent not expressly modified by provisions of this article, the American Arbitration Association Mediation Rules are incorporated herein and as a part of this Article shall govern the parties and the Mediator in the conduct of the mediation proceeding. Except in cases of where emergent injunctive relief is required, the resort by a party to any arbitration for relief pertaining to this Agreement before completion of good faith participation in the mediation process called for herein shall constitute an immediate and material breach of this Agreement by such party.

If a dispute is not resolved by mediation as provided above, or requires injunctive emergent relief, the Parties agree that the matter shall be submitted to an arbitrator mutually selected and agreed to by the Parties. If the Parties cannot agree upon an arbitrator, then each Party shall select an arbitrator, who in turn will mutually select a third arbitrator. The arbitrator retained to resolve the dispute shall abide by the rules and regulations of arbitration as set forth and/or followed by the American Arbitration Association in the State of New Jersey in such a fashion to accomplish the purpose of said laws. Costs for said arbitration shall be paid by the non-prevailing Party. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a dispute or breach occurs. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 5.02 Remedies

In the event of a Default on the part of the Entity to pay any installment of the Annual Service Charge required by Article IV, the Village in addition to its other remedies, reserves the right to proceed against the Project, in the manner provided by Applicable Law, including the Tax Sale Law and the In rem Tax Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word “Taxes” appears, or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charges were taxes or municipal liens on land. In either case, however, the Entity does not waive any defense it may have to contest the rights of the Village to proceed in the above-mentioned manner.

{End of Article V}

ARTICLE VI

CERTIFICATE OF OCCUPANCY

SECTION 6.01 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner.

SECTION 6.02 Filing of Certificate of Occupancy

It shall be the responsibility of the Entity to promptly file with both the Tax Assessor and the Tax Collector a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action, taken by the Village, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

{End of Article VI}

ARTICLE VII

ANNUAL AUDITS

SECTION 7.01 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed by Applicable Law.

SECTION 7.02 Periodic Reports

A. Auditor's Report: Within 90 days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, for the duration of this Agreement, the Entity shall submit to the Village President, Board of Trustees, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year pursuant to N.J.S.A. 40A:20-3(c). The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year. The Entity assumes all costs associated with preparation of the periodic reports.

B. Total Project Cost Audit: Within 90 days after the final Certificate of Occupancy is issued for the Project, the Entity shall, unless this Agreement is terminated, submit to the Village President, Board of Trustees, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs in a form acceptable to the Village.

C. Disclosure Statement: On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Village President, Board of Trustees, the Tax Collector and the Municipal Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Village may request from time to time.

SECTION 7.03 Inspection

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, by representatives duly authorized by the Village and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Village and Division of Local Government Services in the Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(e). Such inspection shall be made upon 10 days' written notice during the Entity's regular business hours,

in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

SECTION 7.04 Limitation on Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits and dividends pursuant to the provisions of N.J.S.A. 40A:20-15. Pursuant to N.J.S.A. 40A:20-3(b) and (c), this calculation shall be completed in accordance with generally accepted accounting principles.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 10% of the Annual Gross Revenues of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve shall be noncumulative.

There is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16, any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

SECTION 7.05 Payment of Dividend and Excess Profit Charge

In the event the Net Profits of the Entity in any fiscal year shall exceed the Allowable Net Profits for such period, then the Entity, within 90 days after the end of such fiscal year shall pay such excess Net Profits to the Village as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned Section 7.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to N.J.S.A. 40A:20-3(c) and 40A:20-15.

The Parties agree that any excess Net Profit will be retained by the Village as additional Annual Service Charge.

{End of Article VII}

ARTICLE VIII

ASSIGNMENT AND/OR ASSUMPTION

SECTION 8.01 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law

The Entity shall not voluntarily transfer more than 10% of the direct ownership of the Project until it has removed itself and the Project from all restrictions under this Agreement. The Entity shall, however, be permitted to transfer all or any portion of the Project to another urban renewal entity approved by the Village as follows:

As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Village, on written application by the Entity upon the completion of the Project, will consent to a sale of the Project and the transfer of this Agreement provided: (i) the transferee entity does not own or lease any other Project subject to long term tax exemption at the time of transfer; (ii) the transferee entity is formed and eligible to operate under the Long Term Tax Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the transferee entity; (v) the transferee entity agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to N.J.S.A. 40A:20-8, and any other terms and conditions of the Village in regard to the Project; and (vi) the principal owners of the transferee entity possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The Entity shall pay an administrative transfer fee equal to 1% of the then applicable Annual Service Charge for that portion of the Project being transferred for processing any such application by the Entity.

SECTION 8.02 No Subdivision/Division of Land and Improvements.

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Board of Trustees by ordinance, convey, mortgage or transfer all or part of the Project in a manner that would cause the severance or division of the Improvements from the Land which are basic to, embraced in, or underlying the exempt Improvements. [To be reviewed with regard to public portion of garage]

SECTION 8.03 Subordination of Fee Title

It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charges, and to the rights of the Village hereunder to mortgage, encumber, lease and/or, if applicable, assign the lease to, the Land and/or Improvements, and that any such mortgage, encumbrance, lease or assignment shall not be deemed to be a violation of this Agreement.

{End of Article VIII}

ARTICLE IX

MUNICIPALITY DETERMINATIONS AND OBLIGATIONS

SECTION 9.01 Relative Benefits

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11(a), the Village hereby finds and determines that this Agreement is to the direct benefit of the health, safety, welfare and financial well-being of the Village and its citizens despite the tax exemption granted hereunder. The Project is a transit-oriented development and furthers smart growth norms, and will substantially enhance the viability and vitality of the Village's downtown. The Project Site is a municipal parking lot. It is currently underutilized. The Project will create construction jobs (as referenced in the preambles hereof) and 7 permanent jobs. The Project will generate significant amounts of new (otherwise unavailable) municipal revenues through the Annual Service Charge and water/sewer fees. In light of market conditions and other economic factors (including the extraordinary remediation and other development costs, including but limited to, costs of structured parking required for the Project and to replace public parking currently existing on the Property) impacting this Project, it is not financially feasible to undertake the development of this Project in the absence of the tax exemption. Accordingly, without the incentive of the tax exemption, it is unlikely that the Project would be undertaken. Without the Project, the benefits described above would not be realized.

SECTION 9.02 Importance of Tax Exemption

In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-11(b), the Village hereby finds and determines that it has reviewed the Application and accompanying financial information and it has determined that this Agreement is a critical incentive for the Entity to undertake the Project in the Village due to the extraordinary costs associated with the development of the Property. The tax exemption permits the private mixed-use development of underutilized property and provides a stream of revenue in the form of the Annual Service Charges. The relative stability and predictability of the Annual Service Charges will allow the owners and, by extension, the occupants, of the Project to stabilize their expenses, which will ensure the likelihood of the success of the Project and ensure that it will have a positive impact on the surrounding area. Further, the relative stability and predictability of the Annual Service Charge makes the Project more attractive to investors and lenders needed to finance the Project. The tax exemption permits the development of the Project in an area that cannot otherwise be developed by reducing the expenses associated with the operation of the Project.

{End of Article IX}

ARTICLE X

WAIVER

SECTION 10.01 Waiver

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Village or the Entity of any rights and remedies provided by the Applicable Law except for the express waiver herein of certain rights of acceleration and certain rights to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Village or the Entity has under law, in equity, or under any provision of this Agreement.

{End of Article X}

ARTICLE XI

NOTICE

SECTION 11.01 Notice

Any notice required hereunder to be sent by any Party to another Party shall be sent to all other Parties hereto simultaneously by certified or registered mail, return receipt requested or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

- A. When sent to the Entity it shall be addressed as follows:

Vose Avenue Apts. Urban Renewal, LLC
c/o HUB Realty
447 Northfield Ave # 200
West Orange, New Jersey 07052

With a copy to:

Elnardo Webster, Esq.
Inglesino, Webster, Wyciskala & Taylor LLC
600 Parsippany Road Suite 204
Parsippany, New Jersey 07054

- B. When sent to the Village, it shall be addressed as follows:

Township of South Orange Village
Village Hall
76 South Orange Avenue
South Orange, New Jersey 07040

ATTN: Village President and Township Administrator

With a copy to:

Erin K. Law, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

The notice to the Village shall identify the subject with the tax account numbers of the tax parcels comprising the Property.

{End of Article XI}

ARTICLE XII

COMPLIANCE

SECTION 12.01 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the Village, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Agreement.

{End of Article XII}

ARTICLE XIII

CONSTRUCTION

SECTION 13.01 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Village have combined in their review and approval of same.

{End of Article XIII}

ARTICLE XIV

INDEMNIFICATION

SECTION 14.01 Indemnification

It is understood and agreed that in the event the Village shall be named as a party defendant in any action brought against the Village or the Entity by allegation of any breach, Default or a violation by the Entity only of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the Village harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the breach, Default or a violation by the Entity of any of the provisions of this Agreement, the provisions of N.J.S.A. 40A:20-1 et seq., and/or any other Applicable Law. In no event shall the Entity be required to indemnify the Village for any liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) resulting from any misconduct by the Village or any of its officers, officials, employees or agents, or resulting from the illegality or unenforceability of this Agreement or any of the terms of this Agreement. To the extent the Entity is required to indemnify the Village hereunder, the Entity shall defend the suit at its own expense. However, the Village maintains the right to intervene as a party thereto at its own sole cost and expense, to which intervention the Entity hereby consents..

{End of Article XIV}

ARTICLE XV

DEFAULT

SECTION 15.01 Default

Default shall be failure of the Entity to conform to the terms of this Agreement and failure of the Entity to perform any obligation imposed upon the Entity by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

SECTION 15.02 Cure Upon Default

Should a Party be in Default of any obligation under this Agreement, the non-defaulting Party shall notify the defaulting Party and any mortgagee, if applicable, of the Entity in writing of said Default (the “**Default Notice**”). Said Default Notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have 60 days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge which default must be cured within 10 days from the date of its receipt of the Default Notice) provided such cure can reasonably be effected within such 60 day period in which case Entity shall have such additional time to cure as reasonably necessary to effect same. In the event of any uncured Default by the Entity, the Village shall have the right to proceed against the Property pursuant to Applicable Law. Upon any Default in payment of any installment of the Annual Service Charge, the Village shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Act.

SECTION 15.03 Remedies Upon Default Cumulative; No Waiver

Subject to the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to the Village, and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Village of any of their remedies or actions against the Entity because of Entity's failure to pay Land Taxes, the Annual Service Charge, and/or the Administrative Fee and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges, Administrative Fee or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges, Administrative Fee or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

SECTION 15.04 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 15.02, the Village has the right to terminate this Agreement upon thirty (30) days written notice to the Entity (the “**Notice of Termination**”).

SECTION 15.05 Final Accounting

Within 90 days after the date of Termination, the Entity shall provide a final accounting and pay to the Village the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

SECTION 15.06 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Village.

{End of Article XV}

ARTICLE XVI

MISCELLANEOUS

SECTION 16.01 Conflict

The Parties agree that in the event of a conflict between the Application and this Agreement, the language in this Agreement shall govern and prevail.

SECTION 16.02 Oral Representations

There have been no oral representations made by either of the Parties hereto which are not contained in this Agreement. This Agreement, the Ordinance of the Village authorizing this Agreement, and the Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the Parties hereto and delivered to each of them.

SECTION 16.03 Entire Document

All conditions in the Ordinance of the Board of Trustees approving this Agreement are incorporated in this Agreement and made a part hereof.

SECTION 16.04 Good Faith

In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 16.05 Recording

This entire Agreement will be filed or recorded with the Essex County Clerk by the Entity or the Village.

SECTION 16.06 Municipal Services

The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for Land Taxes (but only if the land is determined not to be exempt pursuant to the Long Term Tax Exemption Law) and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments.

SECTION 16.07 Annual Service Charge Paid to County

Pursuant to N.J.S.A. 40A:20-12, the Village shall remit five percent (5%) of the Annual Service Charge to Essex County.

SECTION 16.08 Financing Matters

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 are set forth in the Application.

SECTION 16.09 Counterparts

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16.10 Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 16.11 Certification

The Municipal Clerk shall certify to the Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a Agreement with an urban renewal entity, i.e., the Entity, for the development of the Redevelopment Area, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, et seq. Delivery by the Municipal Clerk to the Tax Assessor of a certified copy of Ordinance No. _____ adopted by the Board of Trustees on _____, 2020 approving the tax exemption described herein and this Agreement shall constitute the required certification. Upon certification as required hereunder, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the clerk until the expiration of the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Clerk that the exemption has been terminated.

Further, upon the adoption of this Agreement, a certified copy of the Ordinance, Ordinance No. _____ adopted by the Board of Trustees approving the tax exemption described herein and this Agreement shall forthwith be transmitted to the Director of the Division of Local Government Services by the Municipal Clerk.

SECTION 16.12 Severability

Subject to, and except as otherwise provided in Sections 4.04 and 4.07, if any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

{End of Article XVI}

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

VOSE AVENUE APTS. URBAN RENEWAL, LLC
a New Jersey limited liability company

TOWNSHIP OF SOUTH ORANGE VILLAGE

Village President

STATE OF NEW JERSEY :
: ss
COUNTY OF ESSEX :

The foregoing instrument was acknowledged before me this ___ day of ____, ____, by **VOSE AVENUE APTS. URBAN RENEWAL, LLC** a New Jersey limited liability company, by _____, its Manager, on behalf of the company.

Notary Public

Commission Expiration: _____

LIST OF EXHIBITS

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

- A. **Property Description**
- B. **Application with Exhibits**
- C. **Ordinance**

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
EXEMPTION APPLICATION WITH EXHIBITS

EXHIBIT C
ORDINANCE

PROJECT SCHEDULE

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project.

Application for Site Plan Approval	May, 2020
Receipt of Site Plan Approval	June/July, 2020
Receipt of all Government Approvals	December, 2020
Issuance of Building Permits	January, 2021
Closing	January/February, 2021
Commencement of Construction	March, 2021*
Substantial Completion of Parking Garage	September 2022**
Substantial Completion of Construction	September, 2023
Issuance of Certificate of Completion	March, 2024

* Assumes commencement of construction permitted by local, state or federal guidelines. Subject to force majeure events.

**Assumes temporary certificate of completion obtained. Subject, as well, to force majeure events.

SUMMARY OF PROJECT BENEFITS

Attach a summary of all the public benefits associated with this project, including, at a minimum, the number and type of construction jobs anticipated, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments.

This project will revitalize an area of underutilized properties within the scenic and historic downtown of South Orange Village in accordance with the goals and objectives of the Vose and Taylor Redevelopment Plan. The project will support ongoing redevelopment and reinvestment within the Township of South Orange through the accommodation of both residential and commercial uses in an area that has not experienced significant change from the late 19th century to current day. The location, surrounding mix of uses, and access to the train station are positive indicators for this development. The project will contribute to the economic wellbeing of the Township by creating opportunities and space for local businesses to prosper, while maintaining much needed public parking for the community. Other project benefits include temporary and permanent employment and increased tax revenue to the Township. It is anticipated that the project will result in approximately 75 temporary construction jobs, as well as 25-30 permanent jobs.

Introduced: April 6, 2020

Adopted:

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

ORDINANCE #2020-09

ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE, COUNTY OF ESSEX, NEW JERSEY, ADOPTING THE "VOSE + TAYLOR REDEVELOPMENT PLAN" PURSUANT TO 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.*, as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, by virtue of Resolution 66-95, the Board of Trustees of the Township of South Orange Village (the "**Trustees**"), pursuant to and in accordance with the requirements of the Redevelopment Law, requested that the Planning Board for the Township of South Orange Village (the "**Planning Board**") investigate whether the parcels identified on the tax maps of the Township of South Orange Village (the "**Village**") as Block 1006, Lots 1, 2, 13 and 14 satisfy the criteria to be designated as "an area in need of redevelopment" (the "**1995 Study Area**"); and

WHEREAS, by resolution adopted on December 4, 1995 and after a public hearings held on October 10, 1995 and November 6, 1995, the Planning Board recommended the 1995 Study Area along with the Municipal Parking Lot (Block 1006, Lot 3) and the alley ways between Block 1006, Lots 8 and 9 be designated by the Trustees as "an area in need of redevelopment" pursuant to the Redevelopment Law; and

WHEREAS, by Resolution 301-95, adopted on December 18, 1995, the Trustees designated the 1995 Study Area as an "area in need of redevelopment" pursuant to the Redevelopment Law; and

WHEREAS, by virtue of Resolution 57-98 and pursuant to the Redevelopment Law, the Trustees, requested that the Planning Board investigate and prepare a study and map delineating certain areas, including Block 1006, Lots 3, 9, 10 and 11 as "an area in need of redevelopment" as part of an addendum to the 1995 Study Area; and

WHEREAS, the Planning Board, by resolution adopted on August 3, 1998, recommended certain parcels, including Block 1006, Lots 3, 9, 10 and 11 be designated by the Trustees as "an area in need of redevelopment"; and

WHEREAS, by Resolution 17-99 adopted on January 1, 1999, the Trustees designated the Block 1006, Lots 3, 9, 10 and 11 as an "area in need of redevelopment" (together with the 1995 Study Area, the "**Redevelopment Area**"); and

WHEREAS, pursuant to *N.J.S.A.* 40A:12-4, the Trustees have determined to act as the "redevelopment entity" (as such term is defined at *N.J.S.A.* 40A:12A-3 of the Redevelopment Law) for the Redevelopment Area; and

WHEREAS, by Ordinance No. 96-43 adopted on November 25, 1996, Trustees adopted the Central Business District Redevelopment Plan, which was subsequently amended by Ordinance No. 20-2002, adopted on September 23, 2002, by Ordinance No. 08-20, adopted on October 15, 2008, by Ordinance 2012-24 adopted on January 28, 2013 and by Ordinance 2014-03 adopted on May 19, 2014 (the "**Central District Plan**") for the Central District Redevelopment Area, which includes portions of the Redevelopment Area; and

WHEREAS, in order to redevelop the Redevelopment Area as envisioned by the Village, certain changes are required to be made to the Central District Plan; and

WHEREAS, the Trustees requested that the Village's planner, Topology (the "**Village Planner**"), prepare a redevelopment plan for the Redevelopment Area, which shall also amend the Central District Plan; and

WHEREAS, the Village Planner prepared such a plan, dated April 2, 2020, which is attached hereto as **Exhibit A**, the "**Redevelopment Plan**") and

WHEREAS, the Trustees desire to have the Planning Board review and comment on the Redevelopment Plan pursuant to *N.J.S.A.* 40A:12A-7(e); and

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Township of South Orange Village, in the County of Essex, New Jersey, as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Pursuant to *N.J.S.A.* 40A:12A-7(e), the Trustees hereby refer the Redevelopment Plan to the Planning Board for review and recommendation. The Planning Board shall prepare a report regarding its recommendations as to the Redevelopment Plan and submit same to the Trustees within 45 days after referral, as required by the Redevelopment Law.

Section 3. Contingent upon the receipt of the Planning Board's recommendations, the Trustees hereby adopt the Redevelopment Plan, substantially in the form attached hereto, pursuant to the terms of *N.J.S.A.* 40A:12A-7 of the Redevelopment Law.

Section 4. The zoning district map included in the zoning ordinance of the Village is hereby amended to reference and delineate the property described and governed by the Redevelopment Plan. All of the provisions of the Redevelopment Plan shall supersede the applicable development regulations of the Village's municipal code, as and where indicated.

Section 5. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 6. A copy of this Ordinance and the Redevelopment Plan shall be available for public inspection at the office of the Village Clerk during regular business hours.

Section 7. This Ordinance shall take effect in accordance with all applicable laws.

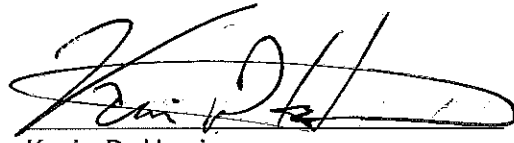
#

Introduction – First Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke			X			
Coallier		X	X			
Hartshorn Hilton			X			
Jones						X
Schnall	X		X			
Zuckerman						X

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was introduced on first reading by the Board of Trustees at their special meeting held on Monday, April 6, 2020.



Kevin D. Harris
Village Clerk

Adoption – Second Reading

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this Ordinance was adopted on second reading by the Board of Trustees at their regular meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

Adopted:

Attest:

Sheena C. Collum, Village President

Kevin D. Harris, Village Clerk

VOSE + TAYLOR REDEVELOPMENT PLAN

APRIL 2, 2020



PREPARED FOR SOUTH ORANGE VILLAGE
PREPARED BY TOPOLOGY

ACKNOWLEDGMENTS

Village President

Sheena C. Collum

Board of Trustees

Donna Coallier
Walter Clarke
Karen Hartshorn Hilton
Summer Jones
Steve Schnall
Bob Zuckerman

Planning Board

Harold Colton-Max, Chairman
Michael Lerman, Vice Chairman
Sheena Collum, Village President
Jon Busch-Vogel, Village President Designee
Bob Zuckerman, Village Trustee
Adam Loehner, Village Deputy Administrator
Michael Miller
Lillian Harris
David Kraiker
Lance Freeman
Kate Slevin, Alternate
Terry Richardson, Alternate

Planning Board Planner

Greer Patras, AICP/PP

Planning Board Counsel

William Sullivan, Esq.

Planning Board Engineer

Eric Keller, PE

Planning Board Secretary

Ojetti Davis

Business Administrator

Adam D. Loehner

Prepared by:

Philip A. Abramson, AICP/PP
NJ Planner License No. 609600

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The Redevelopment Area as seen along South Orange Avenue

INTRODUCTION



The following pages provide a detailed and comprehensive vision for the revitalization of underutilized properties within the scenic and historic downtown of South Orange Village. This redevelopment plan ("Plan") applies to the following properties, as depicted on the Township of South Orange Village's Tax Map: Block 1006, lots 1, 2, 3, 9, 10, 11, 13, and 14 (hereinafter referred to as the "Redevelopment Area," or "Area"). The goal of the Plan is to provide the planning and policy framework of the redevelopment, effectuate the Village's planning goals, and determine a potential program for development. The principal goal of the Plan is to improve the quality of life and create public benefits for existing and future residents of the Village.

The Township of South Orange Village has determined that the use of the redevelopment powers granted to municipalities under the Local Redevelopment and Housing Law ("LRHL") (N.J.S.A. 40A:12A-1, et seq). would be the most effective approach to revitalize the parcels contained in the Vose + Taylor Redevelopment Area. Block 1006, lots 1, 2, 3, 9, 10, 11, 13, and 14 were designated as "area in need of redevelopment" in separate resolutions going back to the mid to late 1990s. Lots 1, 2, 13, and 14 were designated under Resolution 301-95, dated December 18, 1995. Lots 3, 9, 10 and 11 were designated under Resolution 17-99, dated January 25, 1999. Each resolution designating the above properties can be found in Appendix A.

The Redevelopment Area is located along the northern border of South Orange Avenue and between Vose Avenue, Scotland Road, and Taylor Place. Situated along a primary commercial thoroughfare in the heart of South Orange Village, the Redevelopment Area occupies a highly visible, notable location relative to the Village's other assets in the downtown area.

INTRODUCTION

1.1. Redevelopment Area Context Map



1.2. Plan Overview

This Plan is intended to provide a regulatory framework for an innovative and unique redevelopment opportunity in the center of South Orange Village's bustling central business district. With particular attention to site planning, building design, and public improvements, this Plan serves both current nearby residents and members of the greater South Orange community.

Due to the Redevelopment Area's importance to the social and economic condition of South Orange Village, this Plan puts a premium on context-sensitive provisions that accrue benefits in the daily life of the community. Prior to crafting this Plan, the Village embarked on a substantial public outreach plan, which gave residents and visitors to the Area and opportunity to voice potential concerns, provide design feedback, and shape the overall character of potential redevelopment. The Area's centrality within the Village's primary business district acts as both

INTRODUCTION

a gateway for the Village's considerable assets, such as the train station and plethora of local business, and a destination for residents and visitors alike. As such, the building and site design should prioritize components that cater to an attractive and enjoyable pedestrian experience.

1.2.1. In accordance with the LRHL [N.J.S.A. 40A: 12A-7.A.2], this Plan establishes the following proposed requirements for the Vose + Taylor Redevelopment Area:

- A. Land Uses
- B. Bulk Standards
- C. Design Criteria
- D. Building Requirements

The provisions set forth in this Plan shall supersede, govern, and control the standards for the designated properties. As a result, the underlying Central Business District Redevelopment Plan the site falls within shall be superseded as part of the Plan. Any standard, definition, or regulation in the Township of South Orange Village Municipal code that is not specifically addressed by a superseding standard definition, or regulation in this Plan shall apply as part of this Plan. The Board of Trustees, acting as the Redevelopment Entity, shall make the final determination as to the consistency of a redevelopment project with this Redevelopment Plan.

LRHL (SEE APPENDIX A)

2

The Township of South Orange Village determined that the use of the redevelopment powers grants to municipalities under the LRHL would be the most effective approach to revitalize the parcels contained in the Redevelopment Area.

The Area was designated by the Township of South Orange Village as an “Area in Need of Redevelopment,” in accordance with the LRHL in 1995 and 1999. The Township of South Orange Village does not intend to acquire any property within the Redevelopment Area for the purposes of executing this Plan.

For more information, refer to LRHL Regulations + Policy (Appendix A).



The Redevelopment Area as seen from the intersection of Vose Avenue and Taylor Place.

RELATION TO OTHER PLANS

3

Pursuant to the LRHL, “all provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan” (N.J.S.A 40A:12A-7(d)). This Plan is significant consistent with an intended to effectuate the Village’s Central Business District Redevelopment Plan. This Plan is also consistent with the following plans, as detailed in Appendix B.

- Local Master Plan
- Adjacent County Master Plan
- Essex County Master Plan
- NJ State Plans
- NJ Smart Growth Principles
- NJ State Strategic Plan



The nearby South Orange Train Station.

4.1. Property Area + Location

The properties subject to this Plan are Block 1006, lots 1, 2, 3, 9, 10, 11, 13, 14. The combined lots occupy an area of approximately 61,000 square feet (1.40 acres). This Redevelopment Area is located along South Orange Avenue, less than ¼ mile from the South Orange Train Station and fewer than 3 miles from the Garden State Parkway.

4.1.1. Block 1006, Lot 1

The property is the northernmost lot in the Area, located at the corner of Vose Avenue and Taylor Place.

- A. Area: 7,193 square feet (0.16 acres)**
- B. Current Use: Surface parking lot**

4.1.2. Block 1006, Lot 2

The property is located to the rear of lot 1 and fronts Taylor Place and currently is a child-care facility.

- A. Area: 6,250 square feet (0.14 acres)**
- B. Current Use: Commercial**

4.1.3. Block 1006, Lot 3

The property is the largest in the Redevelopment Area and includes two access areas to the surface parking lot from Scotland Road and South Orange Avenue.

- A. Area: 22,426 square feet (0.51 acres)**
- B. Current Use: Surface parking lot**

4.1.4. Block 1006, Lot 9

The property fronts South Orange Avenue and is used for commercial purposes.

- A. Area: 2,535 square feet (0.06 acres)**
- B. Current Use: Commercial**

4.1.5. Block 1006, Lot 10

The property fronts South Orange Avenue and the one-story building is used for commercial purposes.

A. Area: 4,976 square feet (0.11 acres)

B. Current Use: Commercial

4.1.6. Block 1006, Lot 11

The property fronts South Orange Avenue and the one-story building is used for commercial purposes.

A. Area: 6,281 square feet (0.14 acres)

B. Current Use: Commercial

4.1.7. Block 1006, Lot 13

The property fronts Vose Avenue on the western side of the Redevelopment Area and is split between a parking area and commercial use.

A. Area: 8,617 square feet (0.19 acres)

B. Current Use: Commercial

4.1.8. Block 1006, Lot 14

This small property fronts Vose Avenue and is primarily used as an access and parking area for adjacent facilities.

A. Area: 2,866 square feet (0.06 acres)

B. Current Use: Commercial/surface parking lot

All site areas are for illustrative purposes only.

4.2. Redevelopment Area Map



4.3. Property Background

4.3.1. History of Site

The Redevelopment Area is located within close proximity to the Historic South Orange Train Station in downtown South Orange. Historical documentation of the downtown area shows the Village's growth was primarily concentrated around the train station, with a mix of commercial and residential uses within walking distance of the station. The existing character of the properties fronting South Orange Avenue has not experienced significant change between the late 19th Century to current day, as photos show mixed-use buildings with significant frontage along South Orange Avenue.

As early as 1860, the block between Vose Avenue and Taylor Place contained a General Store across from Village Plaza and a Forge. From the mid to late 19th Centuries, as the Village's development grew around the train station, South Orange Avenue and the Redevelopment Area were a focus of daily life within the Village, as two, three, and four-story buildings containing various commercial uses were built. Prior to the widespread use of the automobile, South Orange Avenue contained two separate trolley tracks complete with electric wires suspended over the right-of-way to power the trolleys.

In the 20th Century, design of the Village's downtown began to accommodate the automobile as the dominant form of transportation. As a result, surface parking within the downtown area became both an amenity and necessity for the viability of commercial and civic life within the Village. Historical imagery indicates that lots 1, 3, and 14, have at least since the middle of the 20th Century, were almost exclusively used for surface parking. On the other hand, lots 2, 9, 10, 11, and 14 show a primarily commercial use since the same time period.

4.3.2. Existing Conditions

A. Existing Development

The properties comprising the Redevelopment Area have a range of uses, from a municipally owned parking lot, to commercial institutions along the Village's primary thoroughfare. Additionally, the Area covers nearly an entire block in downtown South Orange, as lots 9, 10, and 11 front South Orange Avenue, while lots 1, 2, 3, 13, and 14, contain significant frontages along Taylor Place and Vose Avenue.

The largest property within the Redevelopment Area, lot 3, is a municipally owned surface parking area that has vehicular entrances along Taylor Place, while providing pedestrian access to the parking lot from South Orange Avenue and Scotland Road. Lots 9, 10, and 11, which front South Orange Avenue, comprise of one- and two-story commercial buildings. Lot 13 consists of a two and a half-story structure with a residential appearance fronting Vose Avenue and portion of a two-story masonry building towards the rear which traverses onto lots 2 and 10. Finally, lots 1 and 14 are privately-owned surface parking lots and provide access to the Area's commercial uses.

B. Existing Zoning

The entirety of this project falls within the Central Business District (CBD). The following section lists uses, and specifications permitted in the CBD district:

B.1. Existing Zoning Map



B.2. Permitted Uses

- Art Gallery
- Artisan Workshop
- Banks, commercial and savings excluding drive-through facilities
- Childcare Center
- Convenience Store
- Cultural/educational facilities, places of public assembly
- Essential services
- Hotel
- Club, lodge, Fraternal Organization
- Market
- Media Production
- Offices, General and Professional
- Parking lots/decks owned by public/governmental entity
- Private recreational facilities (above first floor)
- Public uses
- Restaurant (coffee shop/ cafe), (outdoor dining permitted if a license is issued by the Village)
- Restaurant (full service/ sit down), (outdoor dining permitted if a license is issued by the Village)
- Residential (multi-family, above the first floor)
- Retail
- Retail (outdoor market)
- Wellness centers (above first floor)
- Vocational schools and studios (above first floor)

B.3. Conditional Uses

- Brewery/Brewpub
- Funeral Homes
- Supermarket
- Parking
- Restaurant (carry out/fast food)
- Restaurant (liquor licensed)
- House of Worship
- Nightclub or Bar
- School

B.4. Accessory Uses

- Uses and structures customary, incidental and accessory to the principal use such as off-street parking, structured parking and signs

B.5. Density

- Maximum of 80 units per acre.

B.6. Building Height

- Principal Structure: 48 feet*

**except for lots which front on Taylor Place, where maximum height is 36 feet*

4.3.3. Neighborhood Context

Downtown South Orange is an active, bustling community with major transportation commercial, and civic aspects. Additionally, the downtown area has a central location within the Village and is relatively close to surrounding communities, with nearby Maplewood and Orange about two miles away. This combination of centrality, commercial, and civic life create an active, livable community that continues to be a model for other municipalities within New Jersey.

The Redevelopment Area, located within the heart of downtown South Orange, is less than a five-minute walk from the train station along South Orange Avenue. Served by New Jersey Transit's Morris & Essex Line, the train provides convenient eastbound service to major employment centers in Newark and Midtown Manhattan, with travel times of 20 minutes and 35 minutes, respectively. Westbound service, with major New Jersey destinations like Summit, Chatham, and Morristown, is equally convenient, with more than four trains per hour leaving South Orange during peak morning and evening hours.

Despite the convenient location and service to regional destinations, the train tracks bisect the Village, thus exacerbating mobility and congestion issues within the local

area. Aside from South Orange Avenue, 3rd Street is the only road that provides east-west access south of the Redevelopment Area. Located off of Valley Street, this street's proximity to the train tracks and proximity to a major residential development, combine to create congestion issues during morning and evening rush hours.

In total, downtown South Orange has experienced an evolution in its built environment over time. From its early beginnings as a walkable Village, to its current status as a significant destination for its quality amenities, it's no surprise that the market has encouraged development in recent years. A notable residential development, 3rd & Valley, has provided 215 units, catering to a growing market of baby boomers wishing to downsize from single-family homes, and young professionals seeking a Village lifestyle with access to major employment centers. Additional developments near the Redevelopment Area, including the Avenue at South Orange and Convent Mews add life to the vibrant downtown.

4.3.4. Property Restrictions

A. Easements

A large radius—approximately 5 feet in diameter—drainage pipe crosses the Redevelopment Area and appears to contain a historic stream. The Pipe runs generally parallel to South Orange Avenue and approximately 120 feet north of the Avenue's right-of way. While no legal easement has been discovered, the existence of the pipe and the necessity to allow the area to drain properly requires that the pipe remain in so much as is necessary to allow the stream to flow.

B. Contamination

The properties in the Redevelopment Area are not included on the New Jersey Department of Environmental Protection's list of known contaminated sites.

C. Slope

The majority of the Redevelopment Area has only a modest slope, with the highest point of the Area on the north side of the Area nearest Taylor Place and sloping down towards Vose Avenue. Directly adjacent Vose Avenue some sections of the Area have a more significant slope, dropping approximately four (4) feet vertically in less than 10 feet horizontally.

4.3.5. Mobility + Circulation

A. Surrounding Streets

The Redevelopment Area is a central location within the Village of South Orange. The Area includes properties that contain significant frontage along the Village's primary commercial thoroughfare, South Orange Avenue.

South Orange Avenue is an Essex County right-of-way that connects many of the county's commercial centers with smaller towns, including Newark to the east, South Orange, and Short Hills, and Livingston to the west. The right-of-way is approximately 80 feet in width, with a cart path (roadway) of about 55 feet in width. This two-way street contains travel lanes in both the east and west direction, with parallel parking along much of the corridor, and dedicated turning lanes at intersections. According to data provided by the New Jersey Department of Transportation in 2016, South Orange Avenue at Vose Avenue experiences a vehicular traffic volume of about 16,000 vehicles on an average weekday.

Scotland Road, located east of the Redevelopment Area, is another right-of-way owned by Essex County, and is a north-south thoroughfare that connects the downtown area to Maplewood (southbound) and the City of Orange (northbound). Near the Redevelopment Area, the Scotland Road right-of-way is approximately 60 feet in width, with a cart path of approximately 45 feet in width. At this location, Scotland Road contains one northbound lane, with three southbound lanes. The southbound lanes contain a dedicated left turn lane onto South Orange Avenue, along with a through lane and a through or right turn lane. At the time of writing, traffic volumes for Scotland Road near the Area are not readily available.

Vose Avenue, a north-south thoroughfare to the west of the Redevelopment Area, is a municipally owned right-of-way that plays a key role in providing access to several important locations with oft-used facilities. Located off this street are important civic institutions like the US Post Office, medium density workforce housing, and, farther to the north, Mountain Avenue train station. Closer to the Redevelopment Area, Vose Avenue has width of 45 feet, with parallel parking on either side of its 10-foot-wide travel lanes. Vose Avenue provides for a left turn from Taylor Place, while its intersection with South Orange Avenue is signalized, allowing drivers to turn left or right. Sidewalks along Vose Avenue near the Redevelopment Area provide a six-foot width for pedestrians.

B. Rail + Bus Ridership

The South Orange train station is a significant transit asset for the Village and nearby residents and witnesses 4,131 boardings on an average weekday on the Morris and Essex Line. There is an additional train station, Mountainside station, near the eastern border of the municipality with connections to the 92-bus line. Mountainside averages approximately 333 passengers a weekday. Both stations are on the Morris and Essex train line which provides access to points west, including Summit and Morristown, and terminates a Dover. Destinations to the east include New York City Pennsylvania Station as well as Hoboken and Newark Penn Station. Additionally, South Orange Village operates a bus jitney system containing four routes with stops in eight neighborhoods throughout the Village including several with connections to transit. South Orange is also serviced by two NJ Transit bus lines: the 92- and the 107-bus lines. The 92-bus line provides connections to Newark's light rail system and Branch Brook Park. The 107-bus line provides a connection from West Orange through the Village, to Newark's Pennsylvania Station.



The Redevelopment Area as seen from above, looking south.

5.1. Description of Redevelopment Area

Block 1006, Lot 1
Block 1006, Lot 2
Block 1006, Lot 3
Block 1006, Lot 9
Block 1006, Lot 10
Block 1006, Lot 11
Block 1006, Lot 13
Block 1006, Lot 14

5.2. Redevelopment Area Map



5.3. Goals + Objectives

5.3.1. High Quality Architecture

- A. Encourage the development of iconic architecture that respects the existing neighborhood fabric and provides a visual gateway to downtown South Orange.
- B. Design residential and mixed-use development to encourage walkability in the neighborhood and provide local “eyes and ears” on a busy travel corridor.
- C. Enhance the visual characteristics of the Central Business District and improve safety for pedestrians, bicyclists, and motor vehicles alike.

5.3.2. Green Infrastructure + Sustainable Design

- A. Incorporate street trees, bioswales, and other green infrastructure elements into planned building and landscaping designs to reduce runoff and improve local water quality.
- B. Maximize water capture and reduce pooling during heavy precipitation events through the use of passive non-structural stormwater management techniques.
- C. Support the implementation of Energy Star appliances within residential and commercial units.
- D. Design and construct Energy Star residential units and commercial spaces, as applicable.

5.3.3. Human – Oriented Public Space

- A. Improve the visual character and the physical safety of South Orange and Vose Avenue through landscaping, architectural, and streetscaping design elements
- B. Coordinate design for public space and streetscape elements that utilize similar plantings, visual cues, and sidewalks to create a uniform and attractive public realm.
- C. Design public and open spaces in and around the property to provide the opportunity for social interaction and enjoyment. This includes areas for outdoor dining and passive outdoor recreation.

5.3.4. Economic Development in Transit District

- A. Create job opportunities and spaces for local businesses to thrive.
- B. Support ongoing redevelopment and reinvestment within Township of South Orange Village through the accommodation of unique uses within the transit district.
- C. Increase the number of people and foot traffic near the train station to provide a critical mass to maintain and grow retail, businesses, events, and specialized programs throughout downtown.

5.3.5. Blight Elimination

- A. Safeguard the health, safety, and welfare of the residents of Township of South Orange Village through the repositioning of underutilized property that can contribute to the economic wellbeing of the Village.

5.3.6. Affordable Housing

- A. Support the community's broader effort to provide and expanded a range of affordable housing options within the Village.

6.1. Zone Description

6.1.1. Permitted Principal Uses

- A. Bank, Commercial and Saving
- B. Brewery
- C. Brewpub
- D. Café
- E. Child Care Center
- F. Community Center
- G. Co-Working
- H. Creative Studio
- I. Demonstration Kitchen
- J. Educational or Instructional Use
- K. Fast-Food Restaurant
- L. Multi-Family (Above the Ground Floor)
- M. Museum
- N. Office (above the Ground Floor)
- O. Personal Service
- P. Public Use
- Q. Recreational Instruction
- R. Restaurant
- S. Retail Market
- T. Retail Sale
- U. Retail Service
- V. Theater, Indoor
- W. Wellness Center
- X. Any combination of the above permitted uses

6.1.2. Conditional Uses

- A. Ground Mounted Utility Equipment
 - Ground mounted utility equipment must be located on the northeast side of the Redevelopment Area, along the Taylor Place frontage.
 - Ground mounted utility equipment must be screened from view from both on site and from the immediately adjacent right of way.

6.1.3. Accessory Uses

- A. Parking, Private
- B. Lobby, Residential (Below the Second Floor)
- C. Lobby, Office (Below the Second Floor)
- D. Any other uses determined to be customary or incidental to permitted principal uses.

6.1.4. Prohibited Uses

- A. Automotive Rental
- B. Automotive Repair and Sale
- C. Drive Through
- D. Free Standing Parking Structure
- E. Signage
 - E.1. Off-site Sign
 - E.2. Ground Sign
 - E.3. Pylon Sign
- F. Sexually Oriented Business
- G. Nightclub

6.2. Design + Use Standards

6.2.1. Area + Bulk Requirements

- A. Dwelling Units (maximum): 110 units*
**inclusive of the units built in compliance with the Village's Affordable Housing Ordinance.*
 - A.1. 20% of units or 22 units shall conform with the Village's Affordable Housing Ordinance
 - A.2. Up to one-half of the required Affordable Housing component may be located off-site.
 - A.3. The one (1) unit reserved for building operations staff shall not be counted as part of overall residential density.
- B. Commercial Space (maximum): 24,000 square feet
 - B.1. No more that 10,000 square feet shall be located above the Ground Floor
- C. Lot Area (minimum): 47,000 square feet (1.1 acres)
- D. Lot Width (minimum): 230'-0"
- E. Lot Depth (minimum): 260'-0"
- F. Impervious Coverage (max): 95%
 - F.1. Permeable paving is encouraged.
- G. Building Coverage (maximum): 95%
- H. Building Setback Requirements
 - H.1. Setback from South Orange Avenue
 - H.1.a. Minimum: 8'-0" Setback
 - H.1.b. Maximum: 22'-0"
 - H.1.c. Setbacks shall be measured from the curb line not the property line.
 - H.1.d. No more than 10% of the overall South Orange Avenue façade may be less than 11'-0".
 - H.1.e. Canopies and cornices shall be excluded from the setback requirements.
 - H.1.f. Redevelopers shall be responsible for obtaining approval from applicable county, regional, and state agencies for any public improvements, public access or building projections above the right of way line.

I. Floor-to-Floor Height Requirements

Use	Minimum	Maximum
Retail	13 feet	20 feet
Residential	10 feet	16 feet
Office	13 feet	20 feet

J. Building Height Requirements

J.1. Permitted Building Height Maximum: 5 stories/ 66'-0" as measured from elevation +160 (feet).

J.1.a. One (1) basement floor shall be allowed below the Ground floor without counting to the overall height of the building.

6.2.2. Parking + Loading

A. Automotive Parking

A.1. All parking areas shall meet or exceed Americans Disability Act (ADA) standards.

A.2. Vehicular access to parking facilities shall be located and designed to minimize conflicts with pedestrian circulation.

A.3. Off-Street Automotive Parking

A.3.a. Minimum off-street parking requirements shall be in compliance with the bulk standards outlined in this document.

a.1. An increase in the number of parking spaces of more than 10% shall constitute a deviation.

a.2. 10% of public spaces shall accommodate electric vehicle charging.

A.3.b. Parking Ratio Table

Use	Minimum Requirement
Multi-Family	1.0 Spaces per unit
Office	3.0 Spaces per 1,000 square feet
Commercial	4.0 Spaces per 1,000 square feet
All Other Uses	2.5 Spaces per 1,000 square feet

b.1. Up to one-half of the required office parking spaces may be tandem parking spaces.

A.3.c. Existing public parking must be replaced at a minimum of one (1) for one (1). All public parking may be counted towards any onsite commercial parking requirement.

B. Bicycle Parking

B.1. Minimum bicycle parking requirements shall be in compliance with the bulk standards outlined in this document.

Use	Minimum Requirement	
Commercial	4.0	Spaces per 1,000 square feet
Multi-Family	0.18	Private sheltered/protected spaces per unit
Office	0.5	Public sheltered/protected spaces per 1,000 square feet

B.2. Site plans shall show the proposed location of bicycle parking/storage facilities on the site and on the building floor plan design. A construction detail of the bicycle rack or facilities shall be provided.

B.3. Requirements for Public Sheltered/Protected Bicycle Parking

B.3.a. Where Public Sheltered/Protected bicycle parking is required, bicycle parking facilities shall be at least as protected and secure as any automobile parking provided.

B.3.b. Bicycle parking facilities within an automobile parking area shall be separated by a physical barrier (i.e., bollards, reflective wands, curbs, wheel stops, poles, etc.) to protect bicycles from damage by cars.

B.4. Requirements for Private Sheltered/Protected bicycle parking

B.4.a. Private Sheltered/Protected bicycle parking shall, at a minimum, consist of a room within a residential building or workplace, a secure enclosure within a parking garage, or a cluster of bicycle lockers at a transit center or other setup providing similar security and protection from the elements.

B.4.b. Any required indoor bicycle parking/storage room must be located in a convenient and accessible location to a public sidewalk with no more than four vertical steps between the bicycle room and the sidewalk. Ramps and elevators may be utilized to provide access to bicycle storage not located at the first-floor level.

B.5. Requirements for Public Outdoor Bicycle Parking

- B.5.a. All required outdoor bicycle parking must be convenient and accessible to a main building entrance and street access.
- B.5.b. Up to 60% of required public outdoor bicycle parking may be provided according to the public sheltered/protected bicycle parking standards.
- B.5.c. Bicycle parking shall be sited in a highly visible location, such as within view of passers-by, retail activity, office windows, an attendant or other personnel to discourage theft and vandalism and promote awareness of existence and availability.
- B.5.d. Bicycle parking shall be located so as not to block the pedestrian path on a sidewalk or within a site. A minimum of 6'-0" of unobstructed passage when parking is in use is required on public sidewalks.
- B.5.e. Size and style of bicycle rack shall be approved by the South Orange Village Planning Board.
- B.5.f. Bicycle racks must be securely attached to concrete footings and made to withstand severe weather and permanent exposure to the elements.
- B.5.g. All bicycle racks shall be located at least 0'-24" in all directions from a wall, door, landscaping, or other obstruction that would render use of the racks difficult or impractical.

6.2.3. Access + Circulation

A. Traffic Impact Statement Summary

The redeveloper shall conduct a Traffic Impact Study for the proposed redevelopment site's residential and retail uses, which shall be submitted to the Redevelopment Entity prior to any execution of a Redeveloper Agreement.

The traffic study shall conform with applicable standards published by the Institute of Traffic Engineers. The primary purpose of the traffic study is to determine whether additional infrastructure improvements will be necessitated by redevelopment of the Area. Any improvements required in connection with implementation of the Plan shall be addressed in a redeveloper agreement to be executed by designated redeveloper(s) and the Village.

This study shall include, but shall not be limited to an assessment of existing off-site features within the traffic study area (as defined below:

- Traffic control devices

- Pedestrian crossings and sidewalks
- Geometries of existing and proposed rights-of-way
- Off-and-on-street loading areas
- On-Street parking
- Interaction with nearby driveways and access points

The following intersections shall be included within the required traffic study:

- South Orange Avenue and Scotland Road
- South Orange Avenue and Vose Avenue
- Taylor Place and Scotland Road
- Taylor Place and Vose Avenue

6.3. Design Standards

6.3.1. Building Design

- A. No blank walls shall be permitted along side or rear façades. Articulation or depth in the form of material changes, shadow windows, or brickwork shall be used to break up an otherwise flat wall.
- B. No unfinished cement block shall be permitted on any exterior façade.
- C. Rooftop appurtenances, such as but not limited to, HVAC equipment, elevator housing, exhaust pipes, water meters and other mechanical equipment are to be fully screened from view as measured from 5'-5" above grade at the property line(s) parallel to the far side of the adjacent right-of-way.
- D. Fire escapes and secondary points of egress are to be internal.
- E. Folding window walls or other opportunities for extensive glazing and flexible frontages on commercial store façades facing streets, parks, and waterfront areas are encouraged.
- F. Awnings and Canopies
 - F.1. Awnings are encouraged, particularly at primary entrances.
 - F.2. Awnings shall not conceal or disfigure an architectural feature.
 - F.3. Awning Projection: 8'-0" maximum.
 - F.4. Awning Height Clearance: 8'-0" minimum.
 - F.5. Planning Board shall review to determine that awnings do not interfere with street trees or roof drainage.

6.3.2. Open Space

A. ADA Accessibility

All publicly accessible space shall be ADA compliant and provide access for individuals with varying ability.

B. Qualified Designer

A licensed landscape architect, with a specialty and demonstrated experience in downtown streetscape projects focused on human centered design, shall prepare open space submissions-including alleyway design-to the Planning Board. Open space submissions prepared by non-qualified professionals will be deemed incomplete.

C. Alleyway

- C.1. A pedestrian connection between South Orange Avenue and Taylor Place, with a connection to Scotland Road is required and shall be accessible to the general public 24 hours per day, 7 days per week.
- C.2. The alleyway shall be differentiated from the public sidewalk along South Orange Avenue through the use of signature hardscape materials. Use of unique pavers, wood and other natural materials that complement the design of the internal building facade are encouraged to soften the feeling within the alleyway space.
- C.3. Programming and management: maintenance and management of public space, including the alleyway, will be the responsibility of the building owner. Coordination with the South Orange Village Center Alliance, and other local organizations, is encouraged to provide year-round programming.

D. Human Centered Design

The design should provide for and promote passive activities. Innovative seating fixtures that allow residents and visitors to recline and relax in the space are encouraged. Where feasible, seating shall be aligned so that people can face each other. Where feasible, tables or other similar surfaces shall be provided for eating and working.

E. Seating

In order to maximize the liveliness of public spaces, abundant seating shall be provided. Seating level shall be between 18 and 24 inches and the sitting depth shall be a minimum of 15 inches. Seating may consist of benches, sitting ledges, stairs and moveable tables and chairs. Seating shall be aligned so that people can face each other and engage in conversation at an appropriate distance.

6.3.3. Signage

All signage shall comply with the Article 185-XXIII of the Village's Land Development Ordinance at the time of execution of the redevelopment agreement.

6.3.4. Lighting

- A. Lights are to be provided at a minimum of sixty (60) foot intervals along all public streets and near bicycle and pedestrian facilities accessible to the public and should be no taller than 20'-0".
- B. Lights are to be fully enclosed/shielded, full cut off fixtures to prevent light spillage onto off-site properties or upward into the sky. Lighting is to be LED lamps providing "warm-white" light (CCT<3,000 K or S/P ratio <1.2) and not less than one-half horizontal foot-candle average lighting level at the surface.
- C. All lights are to be dimmable and capable of control by timer.
- D. Any pathways shall be lit for pedestrians in addition to any street lighting that is proposed.
- E. All lighting shall be directed away from all adjacent lots.
- F. Architectural and accent is required on structures and should be off between the hours of 11:00 pm and 5:00 am.
- G. Safety lighting is required on structures.
- H. Developer shall propose a palette of fixtures, and finishes for lighting that are modern, human-oriented and imaginative.
- I. "Cobra" type light fixtures shall be prohibited except where required to provide appropriate foot candles at pedestrian walkways.
- J. Lighting at crosswalks should be maximized using best practices.

6.3.5. Streetscape

A. Qualified Designer

A licensed landscape architect, with a specialty and demonstrated experience in downtown streetscape projects focused on human centered design, shall prepare streetscape submissions to the Planning Board. Streetscape submissions prepared by non-qualified professionals will be deemed incomplete.

B. Façade Design

Streetscape and building façades shall be designed to indicate a clear sense of entry to the building. The path from the street to the building entrance should be clear and welcoming. Best efforts shall be made to coordinate plaza areas with the architectural composition and vernacular of the adjacent façade.

C. Sidewalks

- C.1. ADA compliant tactile pavers shall be used to define the edge of any service drive or driveways.
 - C.1.a. Tactile pavers shall be installed to the same standards required by ADA at the base of public sidewalk curb ramps and should indicate to pedestrians that they are entering the driveway.
- C.2. Sidewalks are required along both sides of all new and improved streets.
- C.3. Sidewalks are to be a minimum of 12'-0" wide.

D. Pedestrian Crossings

- D.1. Pedestrian crossings are required at the intersection of:
 - D.1.a. South Orange Avenue + Scotland Road
 - D.1.b. South Orange Avenue + Vose Avenue
 - D.1.c. Taylor Place + Scotland Road
 - D.1.d. Taylor Place + Vose Avenue
- D.2. Minimize crossing distance
- D.3. Curbs shall be extended at corners to minimize the crossing distance for pedestrians.
- D.4. Materials
 - D.4.a. High-quality pavers or similar materials are encouraged to give the Redevelopment Area a 'signature' look.
 - D.4.b. Crosswalk treatment shall be designed to maximize visibility.
 - D.4.c. Warning signage shall be installed as necessary.
 - D.4.d. Crosswalks shall be a minimum of 10'-0" wide.
- D.5. Minimize Curb Height
 - D.5.a. Pedestrian ramps should be extended horizontally to the extent practicable. (This design technique will reduce the dominance of the automobile by blending the pedestrian and vehicle realms.)

- D.5.b. Bollards may be required and are encouraged where curbs are flush with the roadway.
- D.5.c. Illuminated bollards are encouraged at crosswalks.

6.3.6. Street Furniture

- A. Any street furniture provided, including but not limited to benches, trash receptacles, and tables, shall be located such that a minimum of 8'-0" of unobstructed sidewalk remains for the safe passage of pedestrians.
- B. Benches shall be provided at a minimum of every 100'-0" on center in retail/commercial areas. Alternatives will be considered by the Village Board of Trustees and/or Planning Board.
- C. Trash Receptacles
 - C.1. Trash receptacles are to be provided at regular intervals along pedestrian walkways, including public rights-of-way, at a minimum of 200'-0" on center.
 - C.2. Redeveloper shall propose a palate of furniture, fixtures, and finishes for seating that are modern, human-oriented and imaginative.
- D. Outdoor Public Seating
 - D.1. Seating is to be provided along pedestrian pathways and near shade trees at a maximum of seventy-five (75) feet on center.
 - D.2. Developer shall propose a palate of furniture, fixtures, and finishes for seating that are modern, human-oriented and imaginative.

6.3.7. Landscaping

- A. Street Trees
 - A.1. Street trees shall have cast iron tree grates which are supported by the adjacent sidewalk structure.
 - A.2. Brick or Belgian block pavers at the perimeter of tree pits shall be permitted where the architecture requires special treatment.
 - A.3. Pollution resistant street shade trees are to be planted along both sides of the street, at regular intervals of 25'-0" on center.
 - A.4. Raingardens and/or bioswales in tree pits are encouraged.
 - A.5. Trees shall be a minimum of 3.5" caliper measured at 8" above the grade.
 - A.6. Tree irrigation bags must be installed and maintained for at least six (6)

months after planting.

- A.7. Tree grouping or clustering is encouraged.
- B. Locations that are not reasonably feasible due to lack of sun exposure, conflicts with utilities, or other contextual challenges may replace the requirement to provide street trees with alternative plantings or streetscape design.
- C. Foundation landscaping shall be provided at building setbacks, either at-grade or in raised planter beds.
 - C.1. Shrubs shall be planted at a maximum of 2'6" on center.
- D. Rain gardens and bioswales are encouraged to the greatest extent practicable.

6.3.8. Water/Sewer/Stormwater

- A. Cost sharing methodology shall be defined in the redevelopment agreement for each respective parcel. In addition to public improvements included in this plan, the methodology shall account for any and all previous infrastructure contribution made by the redeveloper related to the implementation of the Redevelopment Plan.
- B. Stormwater drainage improvements as they may be required by NJDOT, NJDEP and the Township of South Orange Village.

6.4. Affordability

Pursuant to N.J.S.A 40A:12A-7(b) and the New Jersey Fair Housing Act (N.J.S.A 52:27D-301 et. Seq.), this Plan incorporates the affordable housing requirements set forth in Article 185-XXXIV of the Village's Land Development Ordinance at the time of the Plan's adoption.

7.1. Validity of Plan

If any section, subsection, paragraph, division, subdivision, clause or provision of this Plan shall be deemed by a court of competent jurisdiction to be invalid, such part(s) shall be severed and the invalidity thereby shall not affect, impair or invalidate the remainder of the Plan.

7.2. Computations

When a numerical calculation of zoning standards for a particular lot results in a fractional number, such numbers shall be rounded down to the next whole number for fractions less than .500 and rounded up for fractions .500 and above.

7.3. Other Actions by the Village in Furtherance of the Plan

Other actions may be taken by the Village in its sole discretion, to further the goals of the Plan. These actions may include, but shall not be limited to, provisions for public infrastructure necessary to service new development and vacation of public utility easements and other easements and rights-of-way as may be necessary for redevelopment. The costs for such actions shall be borne by the designated redeveloper(s).

7.4. Village Designation – Redevelopment Agreement

7.4.1. Usage of the word “developer”

Anytime the word “developer” is utilized in this Plan, the same shall mean the redeveloper or redeveloper(s) that are to be designated by the Village in accordance with this Plan.

7.4.2. Standing before Planning Board

Only redevelopers designated by the Village by resolution of the Village of South Orange Township Board of Trustees may proceed to implement the redevelopment projects set forth in this Plan before the Planning Board. In order to assure that the vision of this Plan will be successfully implemented in an effective, comprehensive and timely way, and in order to promptly achieve the public purpose goals of this Plan, the Board of Trustees, acting as the Redevelopment Entity, will select the redeveloper(s) in all areas governed by this Plan. Any party not specifically designated as the “redeveloper” as set forth above shall not have the standing to proceed before the Planning Board for site plan approval.

7.4.3. Procedural Standards for Redeveloper Applications

- A. All designated redeveloper(s) will be required to execute a redevelopment agreement satisfactory to and authorized by the Village. The procedural standards described here will guide redeveloper selection. The Board of Trustees, acting as the Redevelopment Entity may, at any time, entertain unsolicited proposal(s) from a prospective redeveloper(s) for redevelopment of one or more parcels until such a time as a redevelopment agreement is executed for such a parcel. The selection process will likely include the submission of some or all of the following materials (additional submission materials may be requested by the Village as deemed appropriate to the particular project sites.):
 - A.1. Conceptual plans and elevations sufficient in scope to demonstrate that the design approach, architectural concepts, number and type of dwelling units, if any, retail and or commercial uses, parking, traffic circulation, flood mitigation, landscaping, open space, construction schedule, including estimated pre-construction time period to secure permits and approvals, and other elements are consistent with the objectives and standards of this Plan.
 - A.2. Documentation evidencing the financial responsibility and capability of the proposed redeveloper with respect to carrying out the proposed redevelopment including but not limited to: type of company or partnership, disclosure of ownership interest, list of comparable projects successfully completed, list of references with name, address and phone information, list of any general or limited partners, financing plan, and financial profile of the redeveloper entity and its parent, if applicable.

7.5. Approval Process

This Plan requires the redeveloper to submit all plans to the Board of Trustees for review and authorization to proceed before the Planning Board prior to submitting a site plan or subdivision application to the Planning Board. Where specificity is not provided in this Plan, particularly but not exclusively regarding parking decks, roadways, open space and landscaping, such specificity shall be provided to the Board of Trustees for review and authorization prior to submission to the Planning Board and execution of a redevelopment agreement. The Township, by and through the Board of Trustees, acting as the redevelopment agency, will be required to review and authorize same as a condition precedent to submission of an application before the Planning Board.

7.5.1. Village Review

The Board of Trustees, acting as the Redevelopment Entity, shall review and approve, in a manner consistent with redevelopment plan and municipal master plan all proposed redevelopment projects within the Redevelopment Area to ensure that such project(s) is consistent with the Redevelopment Plan and any relevant Redeveloper Agreement(s). Such review shall occur prior to the submission of an application for approval of the redevelopment project(s) to the Planning Board. In addition, the review may address the site and building design elements of the project to ensure that the project adequately addresses the goals and objectives of this Plan.

A. Schedule

Prior to any submission to the Planning Board, the redeveloper shall submit a site plan package for review and approval by the Board of Trustees, in consultation with its consultants. This site plan package may, as the Board of Trustees may require, include, but is not limited to, the documents listed below. The Board of Trustees may request additional reasonable analyses and information as required to make a decision. All submissions shall meet design standards enumerated in this redevelopment plan and indicated any variances from this redevelopment plan.

- A.1. Boundary survey of the property Including easements, water bodies, parcel numbers, street names, route numbers, adjacent properties and other landmarks.
- A.2. The location, size, height, floors and use of all proposed and existing buildings.
- A.3. The location, size and type of all parking spaces, loading areas and sidewalks.
- A.4. A landscaping plan.
- A.5. The location of any outside storage of equipment, supplies, materials, or vehicles.
- A.6. The height, location, type, lighting and square footage of proposed signage.
- A.7. The location, type and size of all entrances to the site or rights-of-ways located on or adjacent to the site.
- A.8. The location, type and size of any primary drainfields or reserved drainfields.
- A.9. The location, size and type of any trash disposal facilities.
- A.10. Outside lights, streetlights or other lighting mechanisms.

- A.11. Existing and proposed finished contours at two (2) foot intervals.
- A.12. The location of any buffers, including berms, trees and fencing, used to minimize the visual, sound, lighting or any other negative impacts of the project.
- A.13. The location of all utility lines.
- A.14. The location of any conservation easements dedicated open space, recreational facilities or similar areas.
- A.15. The location of any emergency service facilities, such as fire suppression lines, hydrants or other facilities.
- A.16. The location of any permanent stormwater management structures or devices.
- A.17. The location and type of soils, water features and wetlands.
- A.18. A schematic drawing, artist rendition or elevation drawing of the site and any buildings located on the site.
- A.19. The location and size of any monuments, statues or similar features.
- A.20. The location of any rights-of-way, adjacent or nearby road improvements and uses of adjacent properties.
- A.21. An Erosion and Sediment Control Plan that meets the regulatory requirements.
- A.22. Any local, county, state or federal permits required for development of the site.
- A.23. A fiscal impact statement and traffic impact statement consistent with the Redevelopment Plan

7.5.2. Planning Board Review Process

After the Village review process noted above is completed, all development applications shall be submitted to the Township of South Orange Village Planning Board through the site plan and subdivision procedures as outlined in N.J.S.A. 40:55D-1 et seq. The Planning Board shall deem any application for redevelopment for any property subject to this Plan incomplete if the applicant has not been designated by the Board of Trustees as a redeveloper(s), a redevelopment agreement has not been fully executed and the development application is not submitted with a letter of approval from the Board of Trustees.

7.5.3. Site Plan + Subdivision Review

Prior to commencement of construction, site plans for the construction of improvements within the Redevelopment Area, prepared in accordance with the requirements of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), shall be submitted by the applicants for review and approval by the Planning Board of the Township of South Orange Village so that compliance with this Plan can be determined.

Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this Plan and the subdivision ordinance of the Township of South Orange Village. No construction or alteration to existing or proposed buildings shall take place until a site plan reflecting such additional or revised construction has been submitted to, and approved by, the Planning Board. This pertains to revisions or additions prior to, during and after completion of the improvements.

In addition to the above-mentioned items, the following items shall be submitted as part of a site plan application:

A. Mandatory Submissions

- A.1. All leases, licenses or agreements securing parking requirements.
- A.2. Technical loading and unloading study including but not limited to a list of expected deliveries, analysis of loading space required for each delivery, and the ability to specify the delivery time of each delivery.
- A.3. Copy of applications or conceptual designs that have been or will be submitted to NJDOT, NJDEP or the County.
- A.4. Streetscape/landscape design package including name of designer and design drawings.

B. Conditional Submissions

- B.1. When proposing the use of ground mounted electrical transformers within the confines of the Redevelopment Area, a narrative explanation shall be provided that identifies other possible locations and feasibility considerations of each site and provides an explanation for the reasonable infeasibility of alternative sites.
- B.2. When proposing accessory roof decks, a report including design drawings and operations shall be provided.

7.5.4. Approvals by Other Agencies

The redeveloper shall be required to provide the Village with copies of all permit applications made to federal, state and county agencies upon filing such applications, as will be required by the Redevelopment Agreement to be executed between the redeveloper and the Village.

7.6. Deviations

The Planning Board may grant deviations from the regulations contained within this Plan where, by reason for exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, preexisting structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of this Plan. An application for a deviation from the requirements of this Plan shall provide public notice of such application in accord with the requirements of public notice as set forth in NJSA 40:55D-12. a. and b. Notwithstanding the above, any changes to the uses permitted in this Redevelopment Area shall be permitted only by means of an amendment of the Redevelopment Plan by the Board of Trustees, and only upon a finding that such deviation be would be consistent with and the furtherance of the goals and objectives of this Redevelopment Plan.

7.7. Severability

The provisions of this Plan are subject to approval by Ordinance. If a Court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Plan and implementing Ordinance shall remain in full force and effect.

7.8. Adverse Influences

No use or reuse shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

7.9. Non-Discrimination Provisions

No covenant, lease, conveyance or other instrument shall be effected or executed by the Township of South Orange Village or by a developer or any of his successors or assignees, whereby land within the Redevelopment Area is restricted by the Township of South Orange Village, or the developer, upon the basis of race, creed, color, national origin, ancestry, affectional preference, marital status or gender in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use of any part of the Redevelopment Area on the basis of race, creed, color, national origin, ancestry, affectional preference, marital status or gender.

7.10. Redevelopment Actions

The Township of South Orange Village shall have such powers and duties as set forth in the LRHL and as may be conferred by this Plan, including, but not limited to, the authority to acquire real property without eminent domain, to relocate residents and businesses, to designate redevelopers, to establish clear terms and conditions for redevelopment through the negotiation, execution, and administration of redevelopment agreements, and to do such other things as permitted by law.

7.11. Relocation Requirements

Implementation of this Plan may require the displacement and relocation of businesses located within the Redevelopment Area. At the time of property acquisition, the actual extent of displacement will be confirmed, and if it is necessary, a Workable Relocation Assistance Plan will be prepared and submitted to the New Jersey Department of Community Affairs for approval. The Village will comply with the requirements of the New Jersey State relocation statutes and regulations as applicable and will provide all benefits and assistance required under applicable law.

7.12. Escrows

At a minimum, the Redevelopment Agreement shall provide that the redeveloper shall be responsible to post sufficient escrows to cover any and all costs of the Village and the professional consultants retained by the Village to negotiate the Redevelopment Agreement, undertake any studies in connection with the project, review the proposed redevelopment project and advise the Village on any and all aspects of the redevelopment process and as otherwise set forth in the Redevelopment Agreement.

7.13. Infrastructure

The redeveloper, at the redeveloper's cost and expense, shall provide all necessary engineering studies for, and construct or install all on- and off-site municipal infrastructure improvements and capacity enhancements or upgrades required in connection of traffic control measures, water service, sanitary sewer service, stormwater management, and flood mitigation measures to the project, in addition to all required tie-in or connection fees. The redeveloper shall also be responsible for providing, at the redeveloper's cost and expense, all sidewalks, curbs, streetscape improvements (street trees and other landscaping), street lighting, and on and off-site traffic controls and road improvements for the, project or required due to the impacts of the project.

7.14. Procedures for Amending the Plan

This Plan may be amended from time to time upon compliance with the requirements of state law. A request for same may be submitted to the Board of Trustees. The Township of South Orange Village reserves the right to amend this plan. A non-refundable application fee of \$10,000 shall be paid by the party requesting such amendment, unless the request is issued from an agency of the Village. The Village, at its sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey and other additional professionals as may be required by the Village.

7.15. Redevelopment Plan Duration

The provisions of this Plan specifying the redevelopment of the Redevelopment Area and the requirements and restriction with respect thereto shall be in effect for a period of fifty (50) years from the date of adoption of this Plan by the Township of South Orange Village Board of Trustees.

7.16. Certificates of Completion

Upon completion of a project, the developer shall submit for a Certificate of Completion. Concurrently, a zoning ordinance amendment shall be submitted to the Township of South Orange Village Board of Trustees requesting that the zoning for the subject parcel(s) be incorporated into the Village Code to ensure that the standards remain applicable.

7.17. Land Use Map Amendments

The adoption of this Plan or any amendments thereto shall automatically allow for any necessary modifications to the official Township of South Orange Village Land Use Map to ensure consistency between the two documents.

7.18. Additional Superseding Provisions

The standards contained within this Plan shall supersede any conflicting standards contained within the Land Development Ordinance (LDO) of the Township of South Orange Village or other applicable Township of South Orange Village codes or ordinances.

7.18.1. Terms + Definitions

- A. Any terms or definitions not addressed within this Plan shall rely on the applicable terms and conditions set forth in the Zoning Ordinance of the Township of South Orange Village.

7.18.2. Other Applicable Design + Performance Standards

- A. Any design or performance standards not addressed within this Redevelopment Plan shall rely on the applicable design and performance standards set forth in the Land Development Ordinance of the Township of South Orange Village.

7.19. Other Provisions

- 7.19.1. This Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved public utilities, recreation and community facilities and other public improvements. This Redevelopment Plan has laid out various programs and strategies requiring implementation in order to carry out the objectives set forth herein.
- 7.19.2. This Plan lays out the proposed land uses and building requirements for the Redevelopment Area.
- 7.19.3. The diagrams, images and other graphic representations provided in this Plan are intended to provide a framework for interpretation of the written standards and regulations contained herein. Nothing in this Plan shall preclude the partial redevelopment of a block depicted in such diagrams, images or other graphic representations, provided that such subdivision or re-subdivision and partial redevelopment of a block is fully in conformance with the written standards and regulations contained herein.

New Jersey's Local Redevelopment and Housing Law (the "LRHL") empowers local governments to initiate a process by which designated properties that meet certain statutory criteria can be transformed to advance the public interest. Once an area is designated "in need of redevelopment" in accordance with statutory criteria, municipalities may adopt redevelopment plans and employ several planning and financial tools to make redevelopment projects more feasible to remove deleterious conditions. A redevelopment designation may also qualify projects in the redevelopment area for financial subsidies or other incentive programs offered by the State of New Jersey.

8.1. Process

The LRHL requires local governments to follow a process involving a series of steps before they may exercise powers under the LRHL. The process is designed to ensure that the public is given adequate notice and opportunity to participate in the public process. Further, the redevelopment process requires the Governing Body and Planning Board interact to ensure that all redevelopment actions consider the municipal Master Plan. The steps required are generally as follows:

- 8.1.1. The Governing Body must adopt a resolution directing the Planning Board to perform a preliminary investigation to determine whether a specified area is in need of redevelopment according to criteria set forth in the LRHL (N.J.S.A. 40A:12A-5).
- 8.1.2. The resolution authorizing the Planning Board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers for use in a redevelopment area other than the use of eminent domain (non-condemnation redevelopment area) or whether the redevelopment area determination shall authorize the municipality to use all those powers for use in a redevelopment area, including the power of eminent domain (condemnation redevelopment area).
- 8.1.3. The Planning Board must prepare and make available a map delineating the boundaries of the proposed redevelopment area, specifying the parcels to be included and investigated. A statement setting forth the basis of the investigation or the preliminary statement should accompany this map.
- 8.1.4. The Planning Board must conduct the investigation and produce a report presenting the findings. The Board must also hold a duly noticed hearing to present the results of the investigation and to allow interested parties to give testimony. The Planning Board then may adopt a resolution recommending a course of action to the Governing Body.

- 8.1.5. The Governing Body may accept, reject, or modify this recommendation by adopting a resolution designating lands recommended by the Planning Board as an “Area in Need of Redevelopment.” The Governing Body must make the final determination as to the Non-Condensation Redevelopment Area boundaries.
- 8.1.6. If the Governing Body resolution assigning the investigation to the Planning Board states that the redevelopment determination shall establish a Condemnation Redevelopment Area, then the notice of the final determination shall indicate that:
 - A. the determination operates as a finding of public purpose and authorizes the municipality to exercise the power of eminent domain to acquire property in the redevelopment area, and
 - B. legal action to challenge the final determination must be commenced within forty-five (45) days of receipt of notice and that failure to do so shall preclude an owner from later raising such challenge.
- 8.1.7. A redevelopment plan may be prepared establishing the goals, objectives, and specific actions to be taken with regard to the “Area in Need of Redevelopment.”
- 8.1.8. The Governing Body may then act on the Plan by passing an ordinance adopting the Plan as an amendment to the municipal Zoning Ordinance. Only after completion of this process is a municipality able to exercise the powers under the LRHL.

8.2. Redevelopment Plan Content

The LRHL identifies required components to be included in a redevelopment plan. In accordance with N.J.S.A 40A:12A-7a, the redevelopment plan must include an outline for the planning, development, redevelopment or rehabilitation of a project area which is sufficient to indicate:

- 8.2.1. 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.
- 8.2.2. Proposed land uses and building requirements in the project area.
- 8.2.3. 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.
- 8.2.4. An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
- 8.2.5. 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, c.398 (C.52:18A-196 et al.).

9.1. Local Municipal Master Plan

Pursuant to the LRHL, “all provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan” (N.J.S.A. 40A:12A-7(d)). This Redevelopment Plan is substantially consistent with, and has been designed to effectuate, the Township’s 1979 Comprehensive Master Plan. It should be noted that during the drafting of this Redevelopment Plan, the Village’s Master Plan was being updated. Throughout this process, the professionals working on and the public involved in this update were consulted for consistency.

9.2. 2009 Vision Plan

The 2009 Vision Plan specifically addressed the South Orange Avenue as one of the Village’s Downtown Corridors. The Plan is not a component of the Master Plan but serves as a general planning and vision document for the Village. This Redevelopment Plan is consistent with the goals established in this visioning document including:

- Diversifying the economic base
- Create economic opportunities
- Creation of office space
- Vary the intensity and type of development
- Provide housing opportunities

9.3. CBD Redevelopment Plan

The Central Business District Redevelopment Plan, initially adopted by the Village trustees in 1996, and later amended in 1999, 2002 and 2014 includes various properties in 12 Blocks of the Village’s central business district. The chief objective of the CBD Redevelopment Plan was the revitalization, upgrade and maintenance of properties in the Village downtown and along its edges, building on the efforts of the South Orange Train Station Redevelopment Plan adopted in 1994 to address major station improvements in the heart of the CBD. The plan targeted specific uses on either side of South Orange Avenue with the express purpose of enhancing the economic vitality of the CBD and expanding retail, services, residential and arts opportunities in the district. This Redevelopment Plan is consistent and an opportunity for implementation of the CBD plan.

9.4. Essex County Master Plan

This Plan is consistent with the goals and objectives of the County and implements key objectives throughout the plan. For example, the County Comprehensive Transportation Plan, adopted in June of 2013, notes the importance of redevelopment on parcels that have been deemed underutilized, and transit-oriented development in particular, as the chief form of future development within the County. The 2013 Plan adopted standards for roadways based on transect zones, in which a majority or South Orange would be considered T4 – General Urban and T5 – Urban Center, which emphasize pedestrian safety, infrastructure and narrower roadways.

9.5. Adjacent County Master Plan

The Redevelopment Area is located near the geographic center of South Orange and will have negligible impacts on surrounding municipalities, as it is approximately .5 miles away from the closest municipal borders with Maplewood and the City of Newark.

9.6. NJ State Plans

The Area is located within Planning Area 1 (PA-1). As documented in the SDRP, the following intent has been documented for PA-1:

- Provide 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.

This Redevelopment Plan will upgrade the use of land near the train station to continue economic development; expand housing options to provide a balanced residential population; manage local traffic congestion and reduce pollution; and encourage transit opportunities for connections with the Metropolitan Planning Area and between the Metropolitan Planning Area, suburban employment centers, and the Philadelphia and New York metropolitan areas.

9.7. NJ Smart Growth Principles

New Jersey Department of State has developed a definition and has identified areas within the state as Smart growth Areas. This encourages a compact form of development and redevelopment

in recognized Centers as stipulated in the State Development and Redevelopment Plan, including existing infrastructure that serves the economic, the community, and the environment. This Plan is a Smart Growth project and conforms to New Jersey's Smart Growth Principles, including:

- It provides for multiple land uses in a compact community design and contributes to the range of housing choices served by several transportation opportunities.
- The planned urban design creates a walkable neighborhood that offers upgrades to the current use for residents, commuters, and visitors, alike.
- This Redevelopment Plan continues to build on the Village's efforts to spark development and redevelopment in its downtown and direct growth to an area with existing infrastructure.
- The Redevelopment Area programming and design recommendations include a wide range of transportation improvements and promote alternative transportation options, including walking, bicycling, and transit.
- This Redevelopment Plan provides a framework for equitable, predictable, and efficient development decision making.
- The Redevelopment Plan expands upon a collaborative and transparent redevelopment process.

9.8. NJ State Strategic Plan

The New Jersey State Planning Commission released its final draft of the State Strategic Plan on November 14, 2011. Compared to the State Development & Redevelopment Plan, the State Strategic Plan emphasizes a more "proactive, aggressive, and strategic approach to planning for the State's future. An approach that aligns clear goals with sound decision making and coordination among government entities will better position New Jersey for growth opportunities and allow New Jersey to once again complete for and capitalize on growth opportunities."

Central to the State Strategic Plan is its contemplation of development in Smart Growth locations and regional centers.

This Plan furthers the following objectives, goals, and findings of the State Strategic Plan:

- Capitalizes on the "desirability of Transit Hubs" by expanding housing options near major transit assets and provides the necessary design and building conditions for concentration of jobs, retail, and public amenities.
- Creates a neighborhood orientation to transit that is intended to serve residents, visitors, and commuters. The State Strategic Plan projects that housing and development with rich transit options are the preferred choices future homebuyers will put at a premium.

APPENDIX B: RELATION TO OTHER PLANS

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- Strengthens Township of South Orange Village's Transit Village through a greater concentration of housing and commercial activity near its train station, which the State Strategic Plan identifies as a catalyst for private investment and a robust local economy.
 - Effectuates the following "Garden State Values:"
 - Concentrate Development and Mix Uses;
 - Prioritize Redevelopment, Infill, and Existing Infrastructure;
 - Increase Job and Business Opportunities in Priority Growth Investment Areas;
 - Create High-Quality, Livable Places;
 - Provide Transportation Choice + Efficient Mobility of Goods;
 - Diversify Housing Opportunities; and
 - Make Decisions with Regional Framework.

The following definitions supersede those found in the South Orange Village Land Development Ordinance. For anything not defined within this Redevelopment Plan, the definitions found in Chapter 185-3 of the South Orange Village Land Development Ordinance shall continue to be applicable.

ALLEYWAY

A pedestrian pathway between buildings, largely open to the sky above.

AUTOMOTIVE RENTAL

Any establishment that makes motorized vehicles available for use by the public on a limited time basis measured in increments of one day or more.

AUTOMOTIVE REPAIR AND SALE

Any establishment that provides services related to the proper functioning and maintenance of automobiles.

BANK, COMMERCIAL AND SAVING

Any institution wherein business of a primarily monetary nature is transacted, such as banks, savings and loans associations and mortgage companies.

BASEMENT LEVEL

The building level directly adjacent to and accessible from Vose Avenue. This story is directly below the ground level.

BREWERY

An establishment licensed, under N.J.S.A 33:1-10, to manufacture alcoholic beverages and to sell and distribute the products to licensed wholesalers and retailers. Such uses may manufacture, sell and serve alcoholic beverages to consumers on a licensed premise for consumption on site, but only in connection with a tour of the brewery, or for consumption off the premises. Breweries may include warehousing and off-site distribution of alcoholic beverages consistent with state law and applicable licensing from the Township of South Orange Village.

BREW PUB

An establishment, with license from the State under N.J.S.A. 33:1-10, where alcoholic beverages are brewed and manufactured, served and consumed on the premises, and which is operated in conjunction with a restaurant use. Such uses shall be used principally for the purpose of providing meals to its customers with adequate kitchen and dining room facilities immediately adjoining licensed brewery facilities.

CAFÉ

An establishment serving primarily non-alcoholic beverages such as coffee or tea. The sale of pastries, baked goods, and food, not requiring the use of an oven, grill, or stove may be included as an activity of a coffee shop or cafe.

CHILD CARE CENTER

An institution or place, for which, upon completion, a license is required from the New Jersey State Department of Human Services pursuant to N.J.S.A. 30:5B-1 et seq., and which, for compensation or otherwise, receives for temporary custody six or more children under the age of six years, apart from their parents or legal guardians, during part or all of the day but for not less than three hours each day.

COMMUNITY CENTER

A building used for recreational, social, educational and cultural activities, open to the public or a designated part of the public and owned and operated by a public or nonprofit group or agency. The facilities shall not include any living-quarters.

COMMERCIAL USE

Uses including, but not limited to, Bank, Commercial and Saving; Brewery; Brewpub; Café; Co-Working; Demonstration Kitchen; Personal Service; Recreational Instruction; Restaurant; Retail Market; Retail Sale; and Retail Service.

CO-WORKING

An office use in which common and unassigned office space is made available to individuals and companies on a short-term basis, including daily rates. Assigned office spaces and longer lease periods may be included in this definition so long as they are still provided access to common use space and common facilities. Long-term assigned (increments greater than 1 month) office space without access to common-use space and common facilities shall not be considered to fall within the definition of Co-Working.

CREATIVE STUDIO

An establishment for the preparation of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, baked or prepared food and drink, and similar items by one (1) or more artisans. Excluded from this definition is welding, powder coating, and the servicing or repair of motor vehicles.

DEMONSTRATION KITCHEN

A venue designed and operated for the express purpose of the presentation and demonstration of food and/or the presentation and explanation of domestic cooking recipes or techniques to an audience.

DRIVE THROUGH

A commercial facility or structure that is designed to allow patrons to order and receive goods and services via a service window or mechanical device while remaining in their vehicles.

EDUCATIONAL OR INSTRUCTIONAL USE

Educational instruction, including dance, music, and art schools, as well as tutoring and test preparation services, provided in a room or series of room(s). Retail sales of materials directly related to instructional activity conducted on-site may be provided in conjunction with principal educational instruction use. Educational instruction shall not include recreational instruction, as defined in this chapter.

FAST-FOOD RESTAURANT

A commercial fast food establishment serving primarily prepared or rapidly prepared food by order over the counter in disposable containers, bags or packages for consumption either on or off the premises.

FIFTH STORY

The upper most story of the building excluding the roof level.

FOURTH STORY

The building story directly above the third story and directly below the fifth story.

GROUND LEVEL

The level of the building directly adjacent to and accessible from South Orange Avenue. This story is directly above the basement level and directly below the second floor.

LOBBY, OFFICE

A room providing a space out of which one or more other rooms or corridors lead, typically one near the entrance of a building. The space may include, but is not limited to, a reception area, elevators and stairs.

LOBBY, RESIDENTIAL

A room providing a space out of which one or more other rooms or corridors lead, typically one near the entrance of a building. The space may include, but is not limited to, a reception area, tenant lounge, a mail/package room, elevators and stairs.

MULTI-FAMILY

Three or more dwelling units within a single building that share common horizontal separations and that have an entrance to each dwelling by direct access from the outside or through a common hall.

MUSEUM

Premises used for the exhibition of objects of cultural, historical, or scientific interest, and which may include the collection or preservation of such objects, for the recreation or cultural education of the public.

NIGHTCLUB

Any premises licensed to provide for the on-premises consumption of alcoholic beverages, and where the principal use or function during regular meal hours (i.e., between 10:00 a.m. and 11:00 p.m.) is the sale of food, and the principal use or function after regular meal hours is the selling of alcoholic beverages and incident thereto may be the retail sale or consumption of food as a permitted use, consistent with N.J.S.A. 33:12 et seq., and where any of the following elements exist: (a) more than thirty (30%) percent of the floor area of the establishment is devoted to an entertainment portion of the business; or (b) the occupancy rate is either more than 130% of the number of seats or less than 12 square feet per occupant. Entertainment shall not include background music, whether live or recorded, whose primary purpose is to create an atmosphere or ambiance.

OFFICE

A room or group of rooms used for conducting the affairs of a business, professional, service, industry, or government. For purposes of permitted uses within zoning districts, offices shall mean all offices with the exception of medical/dental offices and professional offices.

PARKING, PRIVATE

Parking provided for the sole and private use of tenants or on-site users and controlled by the property owner or manager.

PARKING STRUCTURE, FREE STANDING

A building intended for the parking of motor vehicles.

PERSONAL SERVICE

Establishments primarily engaged in providing services involving the personal care of a person, his or her personal goods or apparel, including the following: day spas, hair salons, beauty salons, and barbershops; skin care and nail salons; shoe repair; clothing and garment services such as cleaning, pressing, rental, and tailoring; licensed massage therapy, bodywork and somatic therapy (See Chapter 289 of the Chatham Borough Code for permit requirements); funeral services; pet grooming and pet day care. Recreational instruction and educational instruction uses are not included in the definition of personal services.

PUBLIC USE

The use of land or buildings by the Township of South Orange Village or any other officially created authority or agency thereof.

RECREATIONAL INSTRUCTION

Recreational instruction, including yoga, Pilates, martial arts, and personal training studios (but excluding health clubs), provided in a room or series of rooms. Retail sales of good directly related to instructional emphasis on-site may be provided in conjunction with the principal recreational instruction use.

REDEVELOPMENT ENTITY

The Township of South Orange Village Board of Trustees.

RESTAURANT

Establishment where food and drink is prepared, served, and consumed within an enclosed building, and wherein food is served primarily by providing table service. "Table service" is defined as taking customer's orders at tables where they will be served. No restaurant shall have any walk-up windows nor any drive-through aisles or windows.

RETAIL MARKET

A retail or wholesale store that primarily sells food, including canned and frozen foods, fresh fruits and vegetables, and fresh (raw) and prepared meats, fish and poultry. A market shall be defined as less than 20,000 square feet in size. For larger uses, see Supermarket.

RETAIL SALE

Establishments engaged in selling goods or merchandise to the general public for personal or household consumption. Even though certain establishments, including but not limited to hardware, paint, glass and wallpaper stores, may do a substantial portion of their business with contractors, they are included in this definition of retail trade. No retail trade establishment shall have any drive-through vehicular aisles or windows, or any service to the public in that manner.

RETAIL SERVICE

Establishments providing services, as opposed to products, to the general public, including, but not limited to, finance, real estate and insurance, travel agencies, copying, mailing and packing services, and photographic services. Educational instruction and recreational instruction services are excluded from this definition of retail services for purposes of uses permitted within zoning districts. No retail service use shall have any walk-up windows nor any drive-through aisles or windows.

SECOND STORY

The building story directly above the ground level and directly below the third story.

SEXUALLY ORIENTED BUSINESS

- A. Offers as one of its principal purposes the sale, rental, exhibit, or display of any of the following: books, magazines, publications or other printed materials, photography, videotapes, or audiotapes, still or moving films, computer disks, computer games, CD ROMs, DVDs, or any other media or tangible item of any kind, depicting or exhibiting a specified anatomical area or a specified sexual activity as each is defined herein; or
- B. Regularly features live performances characterized by the depiction of a specified anatomical area or by a specified sexual activity as each is defined herein; or
- C. Regularly shows films, motion pictures, video cassettes, slides, or other photographic or film representations which depict or describe a specified anatomical area or specified sexual activity as each is defined herein.
- D. "Adult entertainment use" shall also include establishments which constitute adult bookstores, adult video stores, adult motion-picture theaters, and/or adult novelty/gift shops.

SIGN, GROUND

A sign which is supported by one (1) or more uprights or braces in or upon the ground.

SIGN, OFF-SITE

A sign which directs attention to a business, commodity, service, entertainment or attraction sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term off-site sign shall include an outdoor advertising sign (billboard) on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial message.

SIGN, PYLON

A structure in the form of a tower or pier, the chief purpose of which is to attract attention and display a sign.

TANDEM PARKING

Two parking spots configured like a single, double-length perpendicular parking spot. One space will be in front of the other, such that one car will have to pull out in order to access the second one.

THEATER, INDOOR

A facility used for viewing of live performances and/or films - excluding adult entertainment uses.

THIRD STORY

The building story directly above the second story and directly below the fourth story.

WELLNESS CENTER

An establishment that offers health services for the body and mind. They may offer services including but not limited to skin care services and body services such as fitness, personal training and nutrition consulting.

APPENDIX D: AUTHORIZING RESOLUTIONS

11

RESOLUTION #301-95 (12/18/95)

RESOLUTION #17-99 (1/25/99)

CERTIFIED COPY

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPROVING THE PLANNING BOARD'S
DECEMBER 4, 1995 RESOLUTION REGARDING
MUNICIPAL PROPERTIES IN NEED OF REDEVELOPMENT

WHEREAS, the Board of Trustees of the Township of South Orange Village, pursuant to N.J.S.A. 40A:12A-6(a), requested that the South Orange Planning Board undertake an investigation to determine whether the municipal lots set forth on the schedule entitled Redevelopment Area attached to Resolution #66-95, which was passed on February 27, 1995, are in need of redevelopment; and

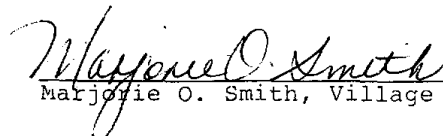
WHEREAS, pursuant to N.J.S.A. 40A:12A-6(b), the South Orange Planning Board held public hearings on October 10, 1995 and November 6, 1995 to determine if the aforementioned properties are in need of redevelopment; and

WHEREAS, the South Orange Planning Board, pursuant to N.J.S.A. 40A:12A-6(b)(5), has recommended that the Board of Trustees of the Township of South Orange Village determine that the lots listed in the first Be It Resolved Clause of the Planning Board's December 4, 1995 Resolution, attached hereto, be determined by the Board of Trustees to be an area in need of redevelopment;

WHEREAS, the Board of Trustees hereby concludes, for the reasons set forth in Attachment 2, that within the area described on Exhibit A attached hereto the conditions described in N.J.S.A.40A:12A-5 (a) - (e) are found; now, therefore

BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village, that the lots listed on the Exhibit to this Resolution are hereby determined to be an area in need of redevelopment.

I, Marjorie O. Smith, Village Clerk of the Township of South Orange Village, in the County of Essex, New Jersey, do hereby certify that this is a true and correct copy of a resolution adopted by the Board of Trustees of the Township of South Orange Village at a Regular Meeting held on Monday, December 18, 1995.


Marjorie O. Smith, Village Clerk

PLANNING BOARD OF THE VILLAGE OF SOUTH ORANGE

RESOLUTION

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* provides for the preliminary investigation by the planning board of any potential redevelopment area within a municipality upon request of the governing body; and

WHEREAS, The Board of Trustees has requested the Planning Board to prepare a map of, undertake a preliminary investigation of and decide whether the municipal lots set forth on the schedule entitled REDEVELOPMENT AREA attached are in need of redevelopment, which area generally consists of an area in or near the central business area of the Village consisting of the following four parcels:

Block 1902, Lots 14, 15, 23, 27-30, 32-37, generally bounded by Church Street on the west, South Orange Avenue on the North, the NJ Transit railroad tracks on the east, the Village Mews Condominiums, Sickley Lumber and a residence on Church Street on the south.

Block 1904, Lots 6-9, Block 1909, Lots 1-3, 8 and 9 and Block 1006, Lots 1, 2, 13 and 14 generally bounded by lot 10 in Block 1904 and Village recreation property on the west, South Orange Avenue on the south, an alleyway and parking lot on the east varying between approximately 120 and 200 feet west of Scotland Road and Taylor Place, the post office and Cammeron Field on the north.

Block 1906, Lots 1-4, 11-14, Block 1905, Lot 1 and Block 2304, Lots 3-9, generally bounded by the NJ Transit railroad tracks and Sloan Street on the west, First Street on the north, a jagged line on the east running parallel to and west of Valley Street varying between zero and 250 feet and a straight line on the south running parallel and north of Fourth Street a distance of approximately 150 feet.

Block 2301, Lot 58 generally bounded by the entrance drive to the Village Waterlands Park on the west, Third Street on the north, the NJ Transit railroad tracks on the east and a line on the south running parallel and south of Third street a distance of approximately 400 feet; and

WHEREAS, the Planning Board prepared such map, undertook such investigation of the Redevelopment area and looked at following properties adjacent to or in the vicinity of the Redevelopment area : Block 1902, Lots 16-22, 24, 25, 26, (alley between 26 and 32), 31; Block 1909, Lots 4, 5 and 6; Block 1904, Lots 10-13 and Block 1006, Lots 9-12; and

WHEREAS, the Board conducted public hearings as part of the investigation on October 10 and November 6, 1995 after adequate written and published notice as required by law; and

WHEREAS, the Board decided that the following lots are recommended to the Board of Trustees as in need of redevelopment:

Block 1006, Lots 1, 2 13 and 14, which lots are bound by Vose Avenue, Taylor Place,

the municipal parking lot fronting on the southerly side of Taylor Place and the rear of properties on South Orange Avenue between Vose Avenue and the alleyway between lots 8 and 9;

Block 1909, Lots 1-3, 8 and 9, which lots are bound by South Orange Avenue and the rear of lots 4-6 on South Orange Avenue on the south, the post office on the north, Vose Avenue on the east and the railroad tracks on the west;

Block 1902, Lots 14, 15, 23, 27-30, 32-37, which lots are bound by South Orange Avenue on the north, Church Street on the west, Block 1903 on the south and the railroad tracks on the east;

Block 1906, Lots 1-4, 11-14, Block 1905, Lot 1 and Block 2304, Lots 3-9, which lots are bound by First Street on the North, Sloan Street and the railroad tracks on the west, the rear of Block 2304, lots 10-12 on Fourth Street and the northerly side of lot 2 on the westerly side of Valley Street on the south and Valley Street, the rear of Block 1905, Lot 8 fronting on Valley Street, the west side Block 1905, Lot 2 fronting on Second Street, the rears of Block 1906, Lots 7-10 fronting on Valley Street and the west side of Block 1906, Lot 5 fronting on First Street; and

WHEREAS, the Board decided that the following lots not within the area the Board of Trustees requested the Board to investigate are in need of redevelopment and recommend that the Trustees request the Board to reaffirm its investigation and recommend back to the Trustees that such lots are in need of redevelopment:

Block 1902, Lots 16-22, 24, 25, 26, (alley between 26 and 32), 31

Block 1909, Lots 4-6

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Village of South Orange:

1. The Board recommends to the Trustees that the following lots are in need of redevelopment:

Block 1006, Lots 1, 2, 13 and 14, which lots are bound by Vose Avenue, Taylor Place, the municipal parking lot fronting on the southerly side of Taylor Place and the rear of properties on South Orange Avenue between Vose Avenue and the alleyway between lots 8 and 9;

Block 1909, Lots 1-3, 8 and 9, which lots are bound by South Orange Avenue and the rear of lots 4-6 on South Orange Avenue on the south, the post office on the north, Vose Avenue on the east and the railroad tracks on the west;

Block 1902, Lots 14, 15, 23, 27-30, 32-37, which lots are bound by South Orange

Avenue on the north, Church Street on the west, Block 1903 on the south and the railroad tracks on the east;

Block 1906, Lots 1-4, 11-14, Block 1905, Lot 1 and Block 2304, Lots 3-9, which lots are bound by First Street on the North, Sloan Street and the railroad tracks on the west, the rear of Block 2304, lots 10-12 on Fourth Street and the northerly side of lot 2 on the westerly side of Valley Street on the south and Valley Street, the rear of Block 1905, Lot 8 fronting on Valley Street, the west side Block 1905, Lot 2 fronting on Second Street, the rears of Block 1906, Lots 7-10 fronting on Valley Street and the west side of Block 1906, Lot 5 fronting on First Street;

2 The Board recommends to the Trustees that they request the Board to conduct an investigation and recommend back to the Trustees whether the following lots are in need of redevelopment:

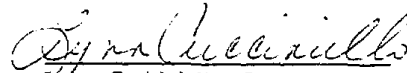
Block 1902, Lots 16-22, 24, 25, 26, (alley between 26 and 32), 31

Block 1909, Lots 4-6

3. This resolution shall serve as the report of the Board under the Local Redevelopment and Housing law and shall be immediately delivered by the Secretary to the Board of Trustees.


IN WITNESS WHEREOF, the Board has caused this resolution to be executed by its Chairman and Secretary on the 4th day of December 1995.

Angelo Bianchi, Chairman


Lynn Cucciniello, Secretary

The foregoing is a true copy of a resolution adopted by Board at its regular meeting of December 4, 1995 memorializing an oral resolution by the Board at its regular meeting of November 6, 1995 as reflected in the minutes of such meetings.

DATED: December 4, 1995


Lynn Cucciniello, Secretary

REDEVELOPMENT AREA

<u>BLOCK/LOT</u>	<u>ADDRESS</u>
1006/1	52 Taylor Place
1006/2	60 Taylor Place
1006/13	12 Vose Avenue
1006/14	14 Vose Avenue
1902/14	14 Church Street
1902/15	12 Church Street
1902/23	68 South Orange Avenue West
1902/27	9 Trenchard Place
1902/28	11 Trenchard Place
1902/29	2 South Orange Avenue West
1902/30	2-1 South Orange Avenue West
1902/32	16 South Orange Avenue West
1902/33	14 South Orange Avenue West
1902/34	10 South Orange Avenue West
1902/35	6-8 South Orange Avenue West
1902/36	2 South Orange Avenue West
1902/37	2 South Orange Avenue West
1904/6	1 South Orange Avenue West
1904/7	1 South Orange Avenue West
1904/8	9-11 South Orange Avenue West
1904/9	17 South Orange Avenue West
1905/1	8 Second Street
1906/1	7 Second Street
1906/2	62 Sloan Street
1906/3	52 Sloan Street
1906/4	18 First Street
1906/11	15 Second Street
1906/12	13 Second Street
1906/13	11 Second Street
1906/14	9 Second Street
1909/1	1 South Orange Avenue
1909/2	3-5 South Orange Avenue
1909/3	7-9 South Orange Avenue
1909/8	9-21 Vose Avenue
1909/9	25 South Orange Avenue
2301/58	28 West Third Street
2304/3	6-8 Third Street
2304/4	165 Valley Street
2304/5	153 Valley Street
2304/6	20 Third Street
2304/7	16 Third Street
2304/8	12 Third Street
2304/9	4 Third Street

ATTACHMENT 2

At its November 6, 1995 meeting, the Planning Board recommended that the Board of Trustees determine that the area comprised of the lots listed in the Planning Board's December 4, 1995 Resolution is in need of redevelopment pursuant to the terms of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

There is substantial evidence on which to find that the area is in need of redevelopment and meets the criteria as detailed in Section 5 of the Local Redevelopment and Housing Law, in particular, "c" criterion which states:

Land owned by the municipality, ..or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.

The following are specific examples of how the area meets the above criterion:

The Study Area contains four municipally owned lots which are currently used for commuter parking, the rescue squad facility, and the Village fire house at the corner of Sloan Street And First Street.

There is also evidence that the area meets the criteria as detailed in Section 5 of the Local Redevelopment and Housing Law, in particular, "d" criterion which states:

Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals or welfare of the community.

The following are specific examples of how the area meets the above criterion:

The Study Area contains buildings and lot improvements which are dilapidated (buildings on the lumber yard site, upper floor of supermarket buildings on Block 1909, lot 3, building and site on Block 2304, lot 4, warehouse on Block 2304, lot 6, buildings on Block 1902, lot 32), exhibit obsolescence (fire house, lumber yard site, supermarket site, and warehousing/industrial type structure which had been used for the manufacture of ice cream, house converted to office use on Block 1006, lot 13, gas station on Block 2304, lot 5), overcrowding (two buildings on Block 1006, lot 13), faulty arrangement or design (supermarket site, two-family houses in the business district on less than minimum sized lots, building on Block 1006, lot 2 with no direct street frontage), excessive land coverage (drive-in bank on Block 1905, lot 1) and obsolete layout (converted house on Block 1006, lot 13, supermarket site)

There is also evidence that the area meets the criteria as detailed in Section 5 of the Local Redevelopment and Housing Law, in particular, "e" criterion which states:

A growing lack or total lack of proper utilization of area caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.

The following are specific examples of how the area meets the above criterion:

The Study Area is characterized by a growing or total lack of proper utilization considering the alternative uses which could be expected to be potentially extremely useful and valuable in this area which is strategically located within and adjacent to the Central Business District and to the South Orange train station. The Study Area has the potential of being useful and valuable in the revitalization efforts of the Community Business District and contributing to the public health, safety and welfare. Some of the underutilized lots are publically owned and used for surface parking. Others include the supermarket site and drive-in bank.

There is also evidence that the area contains lots which are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

The following are specific examples of lots which are necessary for the effective redevelopment of the area of which they are a part:

Gas service station along South Orange Avenue on Block 1902, lot 22, houses in downtown area, drive-in bank.

EXHIBIT A

REDEVELOPMENT AREA

<u>BLOCK/LOT</u>	<u>ADDRESS</u>
1006/1	52 Taylor Place
1006/2	60 Taylor Place
1006/13	12 Vose Avenue
1006/14	14 Vose Avenue
1902/14	14 Church Street
1902/15	12 Church Street
1902/23	68 South Orange Avenue West
1902/27	9 Trenchard Place
1902/28	11 Trenchard Place
1902/29	2 South Orange Avenue West
1902/30	2-1 South Orange Avenue West
1902/32	16 South Orange Avenue West
1902/33	14 South Orange Avenue West
1902/34	10 South Orange Avenue West
1902/35	6-8 South Orange Avenue West
1902/36	2 South Orange Avenue West
1902/37	2 South Orange Avenue West
1905/1	8 Second Street
1906/1	7 Second Street
1906/2	62 Sloan Street
1906/3	52 Sloan Street
1906/4	18 First Street
1906/11	15 Second Street
1906/12	13 Second Street
1906/13	11 Second Street
1906/14	9 Second Street
1909/1	1 South Orange Avenue
1909/2	3-5 South Orange Avenue
1909/3	7-9 South Orange Avenue
1909/8	9-21 Vose Avenue
1909/9	25 South Orange Avenue
2304/3	6-8 Third Street
2304/4	165 Valley Street
2304/5	153 Valley Street
2304/6	20 Third Street
2304/7	16 Third Street
2304/8	12 Third Street
2304/9	4 Third Street

REDEVELOPMENT AREA

<u>BLOCK/LOT</u>	<u>ADDRESS</u>
1006/1	52 Taylor Place
1006/2	60 Taylor Place
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1902/33	14 South Orange Avenue West
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1902/36	2 South Orange Avenue West
1902/37	2 South Orange Avenue West
1904/6	1 South Orange Avenue West
1904/7	1 South Orange Avenue West
1904/8	9-11 South Orange Avenue West
1904/9	17 South Orange Avenue West
1905/1	8 Second Street
1906/1	7 Second Street
1906/2	62 Sloan Street
1906/3	52 Sloan Street
1906/4	18 First Street
1906/11	15 Second Street
1906/12	13 Second Street
1906/13	11 Second Street
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2304/5	153 Valley Street
2304/6	20 Third Street
2304/7	16 Third Street
2304/8	12 Third Street
2304/9	4 Third Street

TOWNSHIP OF SOUTH ORANGE VILLAGE

CERTIFIED COPY

RESOLUTION APPROVING THE PLANNING BOARD'S
AUGUST 3, 1998 RESOLUTION REGARDING
PROPERTIES IN NEED OF REDEVELOPMENT,
EXPANDING THE CENTRAL BUSINESS DISTRICT
REDEVELOPMENT AREA, AND DIRECTING THE
PLANNING BOARD TO PREPARE AN AMENDMENT TO
THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT
PLAN

WHEREAS, the Board of Trustees of the Township of South Orange Village, by resolutions duly adopted pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 to 49, previously identified an area of the Central Business District as being in need of redevelopment and, by duly adopted Ordinance, previously adopted a Redevelopment Plan for the Central Business District; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(a), the Board of Trustees requested that the South Orange Planning Board undertake an investigation to determine whether certain additional properties in or appurtenant to the Central Business District are in need of redevelopment and/or rehabilitation, these properties being identified as (i) all properties on the south side of South Orange Avenue from Sloan Street to Prospect Street except Block 2014, Lot 1 and (ii) all properties on the north side of South Orange Avenue from Vose Avenue up to and including Block 1007, Lot 17, more commonly known as 159 South Orange Avenue, all as shown on the attached maps; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6(b), the South Orange Planning Board held a public hearing on June 1, 1998 to determine whether the aforementioned properties are in need of redevelopment and, pursuant to N.J.S.A. 40A:12A-6(b)(5), has recommended that the Board of Trustees of the Township of South Orange Village determine that the aforementioned properties are in need of redevelopment; and

WHEREAS, the Board of Trustees hereby adopts the findings set forth in the Planning Board's August 3, 1998 Resolution and makes the following additional findings:

1. Many of the aforementioned properties do not meet the applicable use, bulk, and design standards of the Zoning Ordinance with respect to the B-1 zone

district, especially those standards pertaining to lot size, setbacks, and parking requirements;

2. Upgrading and improving the aforementioned properties is consistent with objectives of the 1991 Land Use Plan, the Redevelopment Plan for the Central Business District, and the prior Redevelopment Plan for the train station;
3. Comprehensive redevelopment of the Central Business District in response to increased rail traffic resulting from the introduction of direct service from South Orange to Manhattan is in the public interest and promotes the general welfare of South Orange residents by furthering the objectives of the Master Plan;
4. Upgrading and improving the aforementioned properties will enhance the effectiveness of prior improvements to the Central Business District and promote the success of other redevelopment efforts pursuant to the Central Business District Redevelopment Plan and are thus necessary to the effective redevelopment of the area as a whole; and

WHEREAS, the Board of Trustees hereby concludes, for the reasons set forth herein and in the Planning Board's August 3, 1998 resolution, that conditions described in N.J.S.A. 40A:12A-3 and N.J.S.A. 40A:12A-5(a) to (e) are found within the aforementioned properties and that they are located within an area of the Central Business District that satisfies these criteria.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village as follows:

1. The following properties, all as shown on the attached maps, are hereby determined to be in need of redevelopment:


- a. All properties on the south side of South Orange Avenue from Sloan Street to Prospect Street except Block 2014, Lot 1, and
- b. All properties on the north side of South Orange Avenue from Vose Avenue up to and

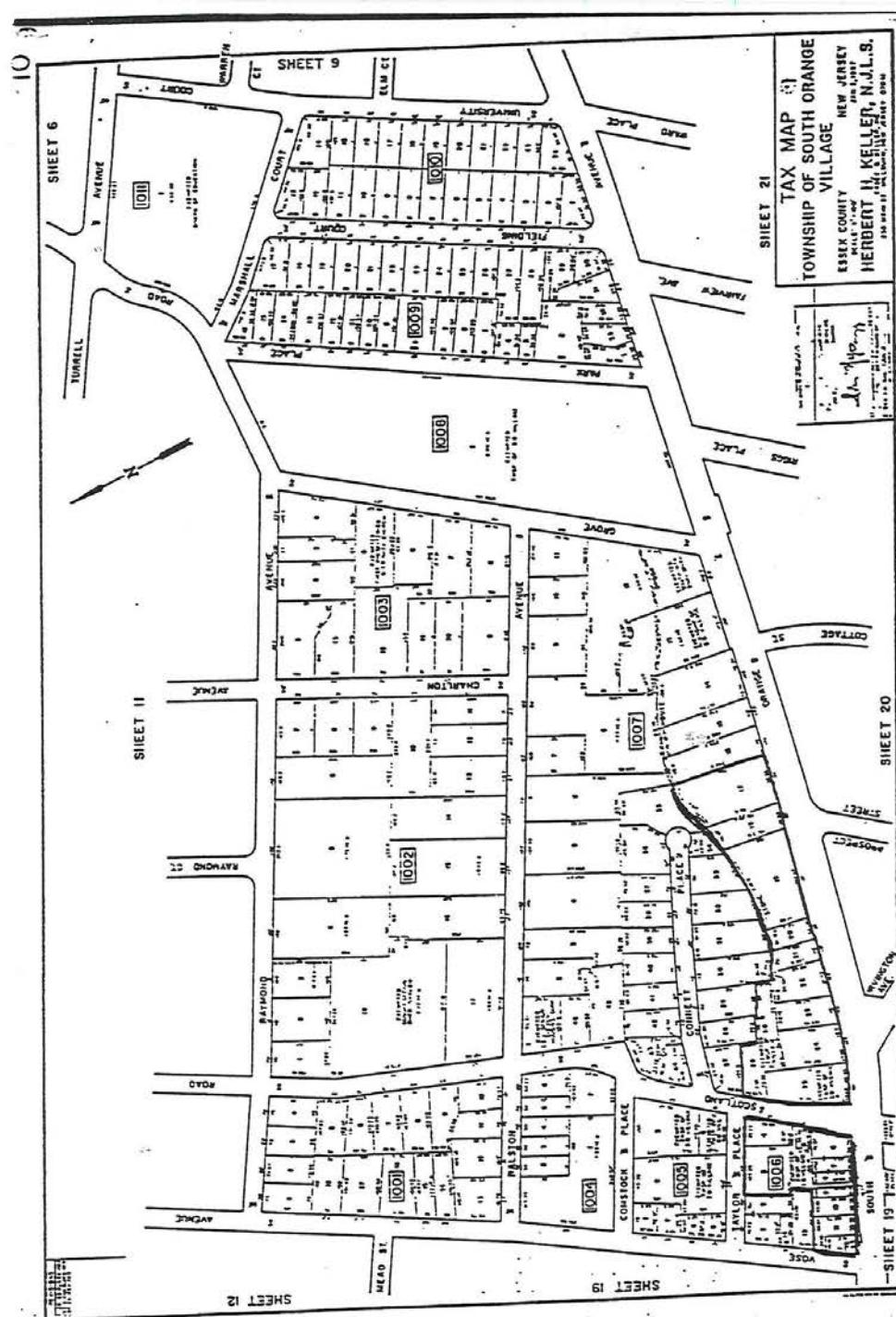
including Block 1007, Lot 17, more commonly known as 159 South Orange Avenue.

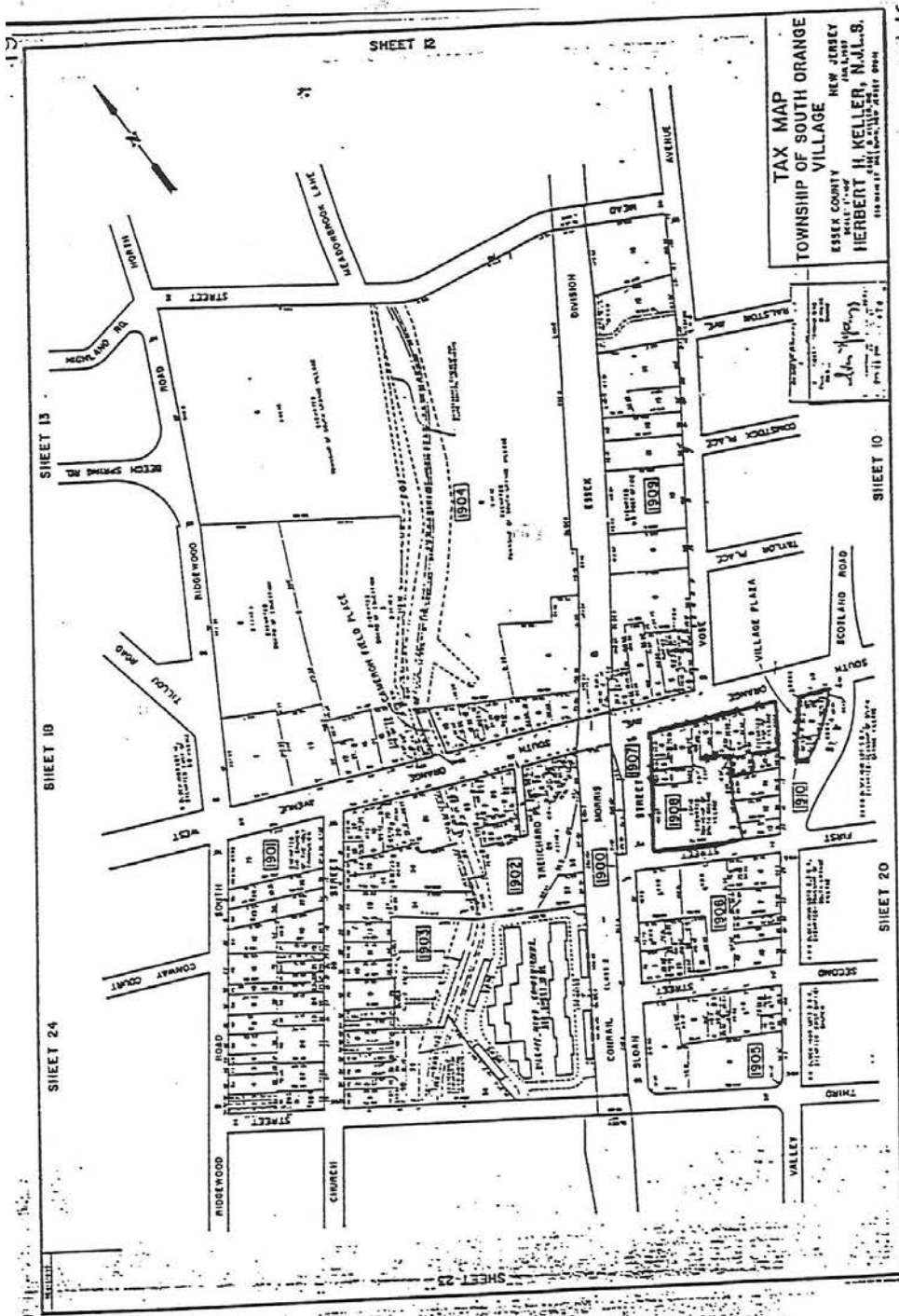
2. The Central Business District redevelopment area is hereby expanded to include the properties identified in Paragraph 1 and on the attached maps.

3. The South Orange Planning Board is hereby directed to prepare an amendment of the Redevelopment Plan for the Central Business District, incorporating the properties identified in Paragraph 1 and on the attached maps, and to transmit the proposed amendment to the Board of Trustees.

I, Marjorie O. Smith, Village Clerk of the Township of South Orange Village, in the County of Essex, New Jersey do hereby certify that this is a true and correct copy of a resolution adopted by the Board of Trustees of the Township of South Orange Village at a Regular Meeting held on Monday, January 25, 1999.


Marjorie O. Smith, Village Clerk







TAX MAP
TOWNSHIP OF SOUTH ORANGE
VILLAGE
ESSEX COUNTY
NEW JERSEY
JAN 1, 1917
HERBERT H. KELLER, N.J.L.S.
1000 MARION ST. NEW YORK, N.Y.
1000 MARION ST. NEW YORK, N.Y.

SHEET 21

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE
TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, in accordance with applicable Committee on Affordable Housing ("COAH") regulations, the New Jersey Uniform Housing Affordability Controls ("UHAC")(N.J.A.C. 5:80-26., et seq.), and the terms of a Settlement Agreement between the Township of South Orange Village and Fair Share Housing Center ("FSHC"), which was entered into as part of the Village's Declaratory Judgment action entitled "In the Matter of the Application of the Township of South Orange Village, County of Essex, Docket No. ESX-L-4173-15, which was filed in response to Supreme Court decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV")", the Township of South Orange Village is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation, are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 2, which encompasses the Township of South Orange Village; and

NOW, THEREFORE, BE IT RESOLVED, that the Village President and Board of Trustees of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of South Orange Village shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq.
- B. The Township of South Orange Village has a Gap (1999-2015) and Prospective Need (2015-2025) affordable housing obligation. This Affirmative Marketing Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain very low, low and moderate income units, including those that are part of the Village's current Housing Element and Fair Share Plan, and those that may be constructed in future developments not contemplated in the Village's Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for identified rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of South Orange Village. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).

- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Village, shall undertake all of the following strategies:
1. Publication of one advertisement in a newspaper of general circulation within the housing region.
 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
 3. At least one additional regional marketing strategy using one of the other sources listed below.
- E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 in which the Village is located and covers the entire period of deed restriction for each restricted housing unit.
- F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
1. All newspaper articles, announcements and requests for application for very low, low and moderate income units shall appear in the Star Ledger.
 2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspaper during the first week of the marketing program. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Village's Administrative Agent.
 3. The advertisement shall include a description of the:
 - i. Location of the units;
 - ii. Direction of the units;

- iii. Range of prices for the units;
 - iv. Size, as measured in bedrooms, of units;
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application;
and
 - viii. Application fees.
4. Newspaper articles, announcements and information on where to request applications for very low, low and moderate income housing shall appear in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Essex County and the other two of which shall be circulated primarily outside of Essex County but within the housing region.
5. Advertisements will be broadcast on the following regional cable television station: Comcast TV-36 and Verizon Fios 24.
6. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
- i. Village Municipal Building
 - ii. Village Public Library
 - iii. Village Website
 - iv. Developer's Sales/Rental Office
 - v. Essex County Administration Building

Applications shall be mailed by the Administrative Agent to the prospective applications upon request. Locations of applications, brochures, and flyers to affirmatively market the program are listed in attached Appendix I. Also, applications shall be made available at the developer's sales/rental office and shall be mailed to prospective applicants upon request. When on-line preliminary applications are utilized, if prospective applicants do not have internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call.

7. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Essex, Morris, Union, and Warren Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.

- i. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Greater Union County Board of Realtors

North Central Board of Realtors (Essex and Morris County offices)

Warren County Board of Realtors

- ii. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in the counties of Essex, Morris, Union, and Warren:

Welfare or Social Service Board

Office on Aging or Division of Senior Services

Housing Authority

Community Action Agencies

Community Development Departments

- iii. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region as listed in attached Appendix II in accordance with the Region 2 Affirmative Marketing Plan.
 - iv. Quarterly informational circulars, applications, and copies of press releases and advertisements of the availability of low and moderate income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd #775, Brigantine, NJ 08203)

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

Oranges and Maplewood NAACP (P.O. Box 1127, East Orange, NJ 07019)

Newark NAACP (P.O. Box 1262, Newark, NJ 07101)

Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962)

Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

- v. The Administrative Agent will also provide specific direct notice to the following community and regional organizations whenever affordable housing units become available in the Village to the organizations listed in attached Appendix I including those listed below:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd #775, Brigantine, NJ 08203)

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

Oranges and Maplewood NAACP (P.O. Box 1127, East Orange, NJ 07019)

Newark NAACP (P.O. Box 1262, Newark, NJ 07101)

Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962)

Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

8. A random selection method to select occupants of very low, low and moderate income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 2 comprised of Essex, Morris, Union, and Warren Counties.
9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low,

low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.

10. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
11. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
12. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this Village-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in South Orange Village that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Village's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 2, which is attached hereto as Appendix III.
13. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the Village a Final Judgment of Compliance and Repose.

BE IT FURTHER RESOLVED that the appropriate Village officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees of the Township of South Orange Village at their Regular Meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING THE HIRING OF AN ACTING ELECTRICAL
SUB-CODE INSPECTOR IN THE TOWNSHIP OF SOUTH ORANGE
VILLAGE'S BUILDING DEPARTMENT

WHEREAS, the Director of the Department of Building/Code Enforcement (hereafter "Director") has determined that a temporary vacancy exists for an Electrical Sub-Code Inspector in the South Orange Building Department; and

WHEREAS, the Director of the Department of Building/Code Enforcement (hereafter "Director") has recommended the hiring of an Acting Electrical Sub-Code Inspector in the South Orange Building Department; and

WHEREAS, upon the recommendation of the Director, the Village Administrator concurs with the need to hire an Acting Electrical Sub-Code Inspector in the South Orange Building Department and has confirmed the additional hire would not have a budgetary impact.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that it hereby affirms the Village Administrator's appointment of the following individual as the Acting Electrical Sub-Code Inspector in the Township of South Orange Village's Building Department, effective April 20, 2020.

<u>Name</u>	<u>Position</u>	<u>Rate of Pay</u>	<u>Effective date</u>
Henry Samek	Acting Electrical Sub-Code Inspector	\$37.50 per hour	July 1, 2019

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn-Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees of the Township of South Orange Village at their Regular Meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AMENDING AND RATIFYING RESOLUTION # 2020-093 AND AWARDING A CONTRACT TO COLONNELLI BROTHERS, INC., FOR SCOTLAND ROAD WATER MAIN REPLACEMENT AND DECORATIVE LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION, EIGHT HUNDRED AND SEVENTY-SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-FIVE DOLLARS (\$2,877,675.00)

WHEREAS, on April 16, 2020, the Board of Trustees adopted Resolution # 2020-093, wherein the Board considered and concurred with the award of the contract for the Scotland Road Water Main Replacement and Decorative Lighting to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07601; and

WHEREAS, prior to awarding the contract to Colonnelli Brothers, Inc., Colonnelli Brothers Inc. submitted a request to withdraw their bid but the Board of Trustees, Village Counsel and Purchasing Agent required additional information in order to consider the request fully; and

WHEREAS, Colonnelli Brothers Inc. has provided the information requested and the Purchasing Agent and Assistant Village Counsel, together with the Village Administrator recommend that, acting in good faith and upon review of the proofs presented, the request to withdraw be denied but that item 3A of Schedule of Prices be corrected and that Resolution # 2020-093, April 16, 2020, be appropriately amended and ratified.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that Resolution # 2020-093 is hereby amended and ratified to concur with the recommendation of the Village Engineer and the Design Engineering Consultant and hereby authorizes award of the Scotland Road Water Main Replacement and Decorative Lighting contract to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07601 in accordance with the specifications upon which bids were received, and in an amount not to exceed two million, eight hundred and seventy-seven thousand, six hundred and seventy-five dollars (\$2,877,675.00); and

BE IT FURTHER RESOLVED, that all other provisions of Resolution 2020-093 shall remain unchanged and in full force and effect.

#

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

{00921089.1}

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AWARDING A CONTRACT TO COLONNELLI BROTHERS, INC., FOR SCOTLAND ROAD WATER MAIN REPLACEMENT AND DECORATIVE LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED TWO MILLION, SIX HUNDRED AND FIFTY-TWO THOUSAND, SIX HUNDRED AND SEVENTY-FIVE DOLLARS (\$2,652,675.00)

WHEREAS, bid plans and specifications were prepared for the West South Orange Culvert Collapse Repairs by the Engineering Firm HDR; and

WHEREAS, it is the recommendation of the Village Engineer and the firm HDR, to award the contract for the Scotland Road Water Main Replacement and Decorative Lighting to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07601; and

WHEREAS, Colonnelli Brothers, Inc is considered a responsible bidder; and

WHEREAS, the following bids were received for the work based on the plans and specifications:

<u>FROM</u>	<u>PPM</u>
Colonnelli Brothers, Inc. Hackensack, NJ	\$2,652,675.00
M.S.P. Construction Corp. Branchburg, NJ	\$3,202,125.00
Hutton Construction, LLC. Cedar Grove, NJ	\$3,519,333.00
The Shauger Group Inc. East Orange, NJ	\$3,722,000.00

and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it does concur with the recommendation of the Village Engineer and the Design Engineering Consultant and hereby authorizes the Scotland Road Water Main Replacement and Decorative Lighting contract to Colonnelli Brothers, Inc., 409 South River Street, Hackensack, NJ 07601 in accordance with the specifications upon which bids were received, and in an amount not to exceed two million, six hundred and fifty-two thousand, six hundred and seventy-five dollars (\$2,652,675.00); and

BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute the Scotland Road Water Main Replacement and Decorative Lighting contract awarded to Colonnelli Brothers, Inc.

BE IT FURTHER RESOLVED, by the Board of Trustees of the Township of South Orange Village that the Village President and Village Clerk are hereby authorized to execute a contract for said services based upon the availability of funds in the 2020 budget.

BE IT FURTHER RESOLVED by the Board of Trustees of the Township of South Orange Village that the Village Counsel is authorized to make any and all necessary modifications, corrections and amendments to any contract agreement as necessary to protect and preserve the Village's interests.

#

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

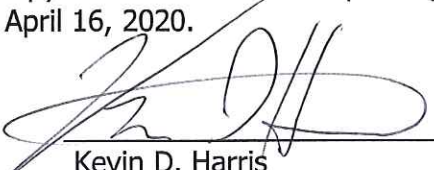
Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier			X			
Hartshorn Hilton	X		X			
Jones			X			
Schnall			X			
Zuckerman			X			

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their special meeting held on Thursday, April 16, 2020.


Kevin D. Harris
Village Clerk



April 10, 2020

Salvatore Renda, PE
Village Engineering & Zoning Officer
Township of South Orange Village
101 South Orange Avenue
South Orange, NJ 07079

Re: Scotland Road Water Main Replacement & Decorative Lighting Project
Recommendation of Award

Dear Mr. Renda,

The Scotland Road Water Main Replacement & Decorative Lighting Project includes the installation of a new water main along Scotland Road from South Orange Avenue to the northern municipal boundary (Randolph Place) and decorative lighting improvements along the same alignment. The existing water main is to be removed and disposed of, and the new water main is to be installed at the same location as the existing water main. Associated work includes reconnection of side street distribution mains, replacement of all water services up to and including curb valves and boxes in accordance with Owner policies, and hydrant and hydrant service connections. The project also includes installation of conduit, handholes, and light pole bases to support a Township decorative lighting project.

The Advertisement for Bids for the project was issued on February 26, 2020, with one addendum being issued on March 20, 2020.

Five bids were received by The Township of South Orange Village on April 2, 2020 at 10:00 A.M. as shown below. The bid provided by J. Fletcher Creamer & Sons did not include a bid price. The bid tabulation for the four bidders is also attached.

Bidder	Total Base Bid
Colonnelli Brothers, Inc. <i>Hackensack, NJ</i>	\$2,662,275.00 ⁽¹⁾
MSP Construction Corp. <i>Branchburg, NJ</i>	\$3,202,125.00
Hutton Construction, LLC. <i>Cedar Grove, NJ</i>	\$3,519,333.00
The Shauger Group Inc. <i>East Orange, NJ</i>	\$3,722,000.00
J. Fletcher Creamer & Sons	No bid price included

(1) See Engineer recommendation for bid value corrected to \$2,652,675.00.

The Engineer's estimate for the project was \$3,054,940.

hdrinc.com

1 International Boulevard, 10th Floor, Suite 1000, Mahwah, NJ 07495-0027
201.335.9300

Based upon our evaluation of the qualifications, references, experience, and reputation of Colonnelli Brothers, Inc., its surety (United States Fire Insurance Company), we believe they are capable of completing the work required. As noted in the attached, Colonnelli submitted all required forms.

Based on the above, we recommend the award of a contract for construction of the Scotland Road Water Main Replacement & Decorative Lighting project to Colonnelli Brothers, Inc. in the amount of \$2,652,675.00. Colonnelli Brothers, Inc original bid is in the amount of \$2,662,275.00. The Colonnelli Brothers, Inc had a mistake in calculating bid item No. 25 for sampling. Their bid item No. 25 is listed as \$36,000. However, based on the unit cost they submitted, it should be \$26,400. As a result, we recommend total bid amount to be corrected to \$2,652,675.00 for bid items 1 through 25.

If you should have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,
HDR Engineering, Inc.



Kristin Munoz, PE
Project Manager

Attachments: Certified Bid Tabulation

Cc: Howard Levison, Township of South Orange Village Water Utility Administrator

Bid Tabulation Sheet Summary
Scotland Road Water Main Replacement and Decorative Lighting Project
Bids Received April 2, 2020 at 10am

CONTRACTOR:	Colonnelli Brothers Inc.	MSP Construction Corp	Hutton Construction, LLC
ADDRESS:	409 South River Street Hackensack, NJ 07601	1250 Route 28/Easton Turnpike, Suite 305 Branchburg, NJ 08876	41 Village Park Road Cedar Grove, NJ 07009
PHONE:	201-440-1118		973-857-2501
FAX:			
LICENSE #:	97563	1945774	747062
TYPE:	Site Work/Sewer Piping and Storm		
STATUS:	Active		
EXPIRATION:	6/25/2020		
CLASSIFICATION:	5-Heavy Highway		

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	MOBILIZATION	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 120,000.00	\$ 120,000.00
2	DEMOBILIZATION AND CLOSEOUT	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00	\$ 1,000.00	\$ 1,000.00
3	WATER MAIN (including all fittings and restraints)								
3A	12" Diameter Ductile Iron	5,000	LF	\$ 185.00	\$ 925,000.00	\$ 225.00	\$ 1,125,000.00	\$ 220.00	\$ 1,100,000.00
3B	8" Diameter Ductile Iron	400	LF	\$ 150.00	\$ 60,000.00	\$ 150.00	\$ 60,000.00	\$ 1.00	\$ 400.00
3C	6" Diameter Ductile Iron	450	LF	\$ 130.00	\$ 58,500.00	\$ 125.00	\$ 56,250.00	\$ 1.00	\$ 450.00
3D	4" Diameter Ductile Iron	300	LF	\$ 130.00	\$ 39,000.00	\$ 100.00	\$ 30,000.00	\$ 1.00	\$ 300.00
4	GATE VALVES								
4A	12" Gate Valve	23	EA	\$ 5,000.00	\$ 115,000.00	\$ 4,000.00	\$ 92,000.00	\$ 10,000.00	\$ 230,000.00
4B	8" Gate Valve	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 2,000.00	\$ 16,000.00	\$ 1,600.00	\$ 12,800.00
4C	6" Gate Valve	9	EA	\$ 1,800.00	\$ 16,200.00	\$ 1,800.00	\$ 16,200.00	\$ 1,000.00	\$ 9,000.00
4D	4" Gate Valve	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 900.00	\$ 5,400.00
5	INSERTION VALVES								
5A	12" Insertion Valve	1	EA	\$ 13,000.00	\$ 13,000.00	\$ 22,000.00	\$ 22,000.00	\$ 13,000.00	\$ 13,000.00
5B	8" Insertion Valve	8	EA	\$ 9,000.00	\$ 72,000.00	\$ 14,000.00	\$ 112,000.00	\$ 12,000.00	\$ 96,000.00
5C	6" Insertion Valve	9	EA	\$ 7,000.00	\$ 63,000.00	\$ 13,000.00	\$ 117,000.00	\$ 11,000.00	\$ 99,000.00
5D	4" Insertion Valve	6	EA	\$ 5,000.00	\$ 30,000.00	\$ 12,000.00	\$ 72,000.00	\$ 10,000.00	\$ 60,000.00
6	REMOVAL AND DISPOSAL OF EXISTING PIPING (regardless of diameter and material)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 61,500.00	\$ 61,500.00	\$ 164,064.00	\$ 164,064.00
7	10"x10" TAPPING SLEEVE AND VALVE ASSEMBLY	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
8	FIRE HYDRANT ASSEMBLIES	8	EA	\$ 10,000.00	\$ 80,000.00	\$ 7,500.00	\$ 60,000.00	\$ 5,000.00	\$ 40,000.00
9	TEMPORARY/BYPASS WATER SERVICE AND CONNECTIONS	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 350,000.00	\$ 350,000.00	\$ 361,319.00	\$ 361,319.00
10	TEMPORARY ASPHALTIC PAVING								
10A	8" DGA Base Course	4,000	SY	\$ 5.00	\$ 20,000.00	\$ 1.00	\$ 4,000.00	\$ 5.00	\$ 20,000.00
10B	10" Hot Mix Asphalt	4,000	SY	\$ 15.00	\$ 60,000.00	\$ 1.00	\$ 4,000.00	\$ 50.00	\$ 200,000.00
11	TRAFFIC CONTROL (not including police service)			\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
12	UTILITY-SIDE SERVICE LINE REPLACEMENT (up to and including								
12A	Short-Side	28	EA	\$ 2,900.00	\$ 81,200.00	\$ 3,000.00	\$ 84,000.00	\$ 7,200.00	\$ 201,600.00
12B	Long-Side	36	EA	\$ 3,200.00	\$ 115,200.00	\$ 3,500.00	\$ 126,000.00	\$ 2,000.00	\$ 72,000.00
13	TEST PITS	30	EA	\$ 500.00	\$ 15,000.00	\$ 500.00	\$ 15,000.00	\$ 800.00	\$ 24,000.00
14	EXCAVATION IN TRENCHES AT DEPTHS GREATER THAN TEN FEET (10')	250	CY	\$ 50.00	\$ 12,500.00	\$ 100.00	\$ 25,000.00	\$ 1.00	\$ 250.00
15	FLUSHING, CLEANING & DISINFECTION OF MAINS AND SERVICES	1	LS	\$ 32,500.00	\$ 32,500.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
16	REMOVAL & DISPOSAL OF ABANDONED GAS MAIN (STA. 140+50 to STA. 144+25)	375	LF	\$ 15.00	\$ 5,625.00	\$ 25.00	\$ 9,375.00	\$ 50.00	\$ 18,750.00
17	ALLOWANCE FOR PROVIDING UNIFORMED POLICE OFFICERS FOR DIRECTING TRAFFIC	1		\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
18	ALLOWANCE FOR UNANTICIPATED UTILITY REPAIRS AND RELOCATIONS	1		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
19	HANDLING & DISPOSAL OF HAZARDOUS PIPE MATERIAL	1		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
20	2" ELECTRICAL CONDUIT	3,500	LF	\$ 20.00	\$ 70,000.00	\$ 72.00	\$ 252,000.00	\$ 71.00	\$ 248,500.00
21	4" ELECTRICAL CONDUIT	600	LF	\$ 40.00	\$ 24,000.00	\$ 98.00	\$ 58,800.00	\$ 110.00	\$ 66,000.00
22	28"x26" CONCRETE HANDHOLES	21	EA	\$ 4,000.00	\$ 84,000.00	\$ 1,000.00	\$ 21,000.00	\$ 2,000.00	\$ 42,000.00
23	CONCRETE LIGHT POLE FOUNDATION	39	EA	\$ 3,400.00	\$ 132,600.00	\$ 1,000.00	\$ 39,000.00	\$ 1,500.00	\$ 58,500.00
24	REMOVAL OF EXISTING LIGHT POLES AND FOUNDATIONS	17	EA	\$ 350.00	\$ 5,950.00	\$ 1,000.00	\$ 17,000.00	\$ 1,000.00	\$ 17,000.00
25	SAMPLING	22	EA	\$ 1,200.00	\$ 36,000.00	\$ 1,000.00	\$ 22,000.00	\$ 1,000.00	\$ 22,000.00

Total Bid Price For Contract

\$2,662,275.00

\$3,202,125.00

\$3,519,333.00

SUPPLEMENTAL UNIT PRICES

1	THRUST BLOCKING	1	CY	\$ 150.00		\$ 100.00		\$ 500.00	
2	ELECTRICAL/TELEPHONE POLE HOLD	1	EA	\$ 5,000.00		\$ 1,000.00		\$ 3,500.00	
3	FLOWABLE BACKFILL	1	CY	\$ 200.00		\$ 200.00		\$ 333.00	
4	FILTER FABRIC	1	SY	\$ 5.00		\$ 50.00		\$ 9.50	
5	TREE REMOVAL (4" to 7.99" DBH)	1	EA	\$ 2,500.00		\$ 1,000.00		\$ 3,500.00	
6	TREE REMOVAL (8" TO 15.99" DBH)	1	EA	\$ 4,500.00		\$ 1,500.00		\$ 4,800.00	
7	TREE REMOVAL (16" TO 23.99" DBH)	1	EA	\$ 5,500.00		\$ 2,000.00		\$ 8,000.00	
8	TREE REMOVAL (24" DBH AND GREATER)	1	EA	\$ 7,000.00		\$ 2,500.00		\$ 10,000.00	
9	TRANSPORTATION AND DISPOSAL OF CONTAMINATED NON-HAZARDOUS SOLID WASTE TO AN APPROVED LANDFILL	1	TON	\$ 65.00		\$ 100.00		\$ 155.00	
10	TRANSPORTATION AND DISPOSAL OF CONTAMINATED HAZARDOUS SOLID WASTE TO AN APPROVED LANDFILL	1	TON	\$ 100.00		\$ 200.00		\$ 1,725.00	

Irregularities (see highlighted areas on form)

Item 25 - Bidder miscalculated and listed \$36,000. The actual cost should be \$26,400 based on the unit price submitted and numbers of sampling.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION APPOINTING MICHAEL CANDARELLA TO THE POSITION OF
DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR THE TOWNSHIP OF
SOUTH ORANGE VILLAGE

WHEREAS, upon the retirement / terminal leave of Tommy Michetti, South Orange's Director of Public Works, there is a vacancy in the position of the Director of the Department of Public Works; and

WHEREAS, Michael Candarella has been the Acting Director of Public Works for the Village and has the experience and coursework necessary to perform the duties of the Director of the Department of Public Works; and

WHEREAS, Michael Candarella has advised the Village that he would accept the position, if appointed; and

WHEREAS, Village President does recommend the appointment of Michael Candarella to the position of Director of the Department of Public Works, upon the advice and consent of the Board of Directors pursuant to the Administrative Code of the Township of South Orange Village, Chapter 5, §5-41; and

WHEREAS, the Board of Trustees do approve and consent to said appointment; now

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Township of South Orange Village does hereby consent to the Village President's appointment of Michael Candarella, to the position of Director of the Department of Public Works in the Township of South Orange Village; and

BE IT FURTHER RESOLVED, that this appointment shall be effective as of April 27, 2020 at an annual salary of \$115,000.00.

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their Meeting held on Monday, April 27, 2020.

Kevin D. Harris
Village Clerk



Township of South Orange Village

Department of Health
John M. Festa, Health Officer

TO: President Donna Coalier and the Board of Health

FROM: John M. Festa, Health Officer

DATE: April 27, 2020

RE: Monthly Report

PUBLIC

1. The following retail food establishments (RFE's) were inspected and received an initial satisfactory rating:
2. Like all of the other health departments in the State. We have are working on the Corona Virus every day of the week.
3. The 2020 pet renewals were mailed out on December 30th and 31st. We started issuing the 2020 pet licenses on January 2nd. Thus far we have issued 380 dog and 52 cat licenses.
4. We received our monthly food laboratory reports on February 20th, 2020. The laboratory went to the following establishments:
5. For the entire month of March we concentrated on COVID-19. We had Conference calls, meeting, questions from the public etc.
6. On March 17th SHU cancelled or postponed their three events: Athletic event, Spring Fling, and Eco Fest. They were all scheduled in April.
7. On March 20th we picked up a dead squirrel on Lenox Avenue.
8. On March 26th we received a call from a resident residing on Village Road. The complaint dealt with rats coming from a property on Prospect Street. Both Code Enforcement and Health will work on this complaint.
9. We just received guidance on March 27th from the NJDOH on our swimming pools:
Q: Should recreational bathing facilities, not located at gyms, be closed due to Governor Murphy's Executive Order 107 State of Emergency response to COVID-19?
A: Yes, the Governor's Executive Order 107 was enacted to support the State's mitigation strategy of social distancing. Recreational bathing facilities are considered locations where large numbers of individuals may gather in congregation when physical proximity to other individuals may be dangerous and individuals may encounter common surfaces.
10. On April 6th we started working on the re-licensing paperwork for the retail food establishments and the vending machine companies. Everything will be mailed out on Wednesday, April 15th.

PUBLIC

11. On April 7th we received a complaint from residents residing on Longview Road. Many people were parking in front of their homes for long periods of time. We turned this complaint over to the police department.
12. On April 8th we received a complaint from a customer of Village Pizza. The customer said that she wanted the bread covered better.
13. On April 8th I received a complaint from the nurse at Jespy House. The staff at the South Orange Pharmacy yelled at the Jespy staff. They told them to leave the store.
14. On April 8th I received a complaint from a neighbor on South Centre Street. They were complaining of a refuse pile of bagged garbage. I gave this complaint to Code Enforcement.
15. On April 9th we received a complaint from a resident residing on Great Hills Drive. She alleges that a resident residing on Longview Road has his dog off the leash (at-large). We checked our data base neither resident has their pets licensed. St. Hubert's Animal Welfare will assist.
16. On April 11th a customer was asking if I would check on three RFE's in the Village. She frequents: Dunkin Donuts, Sonny's Bagels, and Town Hall Deli. She was not sure if they always had the correct PPE. I called and spoke to the three owners.
17. On April 11th a costumer alleges that he got food poisoning at Tito's. I sent an email to the customer on April; 11th. They never called me.
18. On April 13th I received a complaint from a customer of BGR. The complaint was for not wearing the masks correctly. I arrived at BGR at 1:55 p.m. I saw two employees not wearing their masks correctly. I spoke with the manager Jhanel. I told her that all staff must their masks correctly and all of the time while in the establishment.
19. On April 13th I received a complaint for barking dogs. The complainant resides on Wilden Place. The dogs are on College Place. I spoke to the field supervisor at St. Hubert's Animal Welfare.
20. On April 14th we picked up a dead squirrel on Third Street.
21. On April 16th we picked up a dead raccoon on Second Street.

TOWNSHIP OF SOUTH ORANGE VILLAGE

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH APRIL 27, 2020 IN THE TOTAL AMOUNT OF \$2,393,263.53

WHEREAS, certain bills which are contained on the bills list which is annexed hereto and incorporated herein have been submitted to the Township of South Orange Village for payment, and

WHEREAS, pursuant to N.J.S.A. 40A:5:16, it has been certified to the governing body that the goods or services for which said bills were submitted have been received by or rendered to the Township of South Orange Village and;

WHEREAS, the Chief Financial Officer of the Township of South Orange Village has certified to the governing body that there are funds legally appropriated and available in the budget for the payment of said bills and that the said payment will not result in the disbursement of public monies or in the encumbering of same in excess of the 2019 and/or 2020 appropriation for said purpose;

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that it hereby authorizes and Chief Financial Officer and the Clerk to sign checks in payment of the bills set forth in the annexed schedule.

#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke						
Coallier						
Hartshorn Hilton						
Jones						
Schnall						
Zuckerman						

#

CERTIFICATION

I, Kevin D. Harris, Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on April 27, 2020.

Kevin D. Harris
Village Clerk

APRIL 27, 2020 APPROVAL OF BILLS

The attached bills are a proper charge against the Village. They have been reviewed and found in order.

I hereby certify that Trustees may validly authorize the payment of the bills which are set forth hereto and further certify that such authorization will not result in a disbursement of public monies by the Township of South Orange Village for any office, division, department, institution, board or body of said Village. I do further certify that the payment of these bills is not payment of obligation which has incurred which is in excess of the appropriation and limit of expenditure provided by law for any office, division, department, institution, board or body of the Township of South Orange Village. It is my intention in making this certification to the Board of Trustees that authorizing the expenditures above will not in any way result in the violation by any member of the Board of trustees of Chapter 131 of the laws of 1989.

Village Treasurer

Date: April 27, 2020

The attached bills totaling **[\$2,393,263.53]** are approved for payment.

Board of Trustees

Walter Clarke

Karen Hartshorn Hilton

Stephen Schnall

Donna Coalier

Summer Jones

Bob Zuckerman

Warrants for the attached signed by us.

Sheena Collum, Village President

Christopher Battaglia, Village Treasurer

Kevin D. Harris, Village Clerk

Bills List**TOWNSHIP OF SOUTH ORANGE VILLAGE**

04/22/20 06:00:30 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1011-010 BUDGET ADMINSTRATION & EXECUTIVE S&W					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	7,304.91	04/14/20
Total for	BUDGET ADMINSTRATION & EXECUTIVE S&W			7,304.91	
Department Total:BUDGET ADMINSTRATION & EXECUTIVE S&W				7,304.91	
01-2010-20-1012-B10 BUDGET ADMINSTRATION & EXECUTIVE O/E COAH					
465806	01/27/20	SURENIAN, EDWARDS, &	2020 LEGAL COUNSEL FOR AFFORADABLE	1,391.25	04/22/20
465806	01/27/20	SURENIAN, EDWARDS, &	2020 LEGAL COUNSEL FOR AFFORADABLE	3,571.94	04/22/20
Total for	BUDGET ADMINSTRATION & EXECUTIVE O/E COAH			4,963.19	
01-2010-20-1012-C01 BUDGET ADMINSTRATION & EXECUTIVE O/E CABLE VISION					
466484	04/17/20	OPTIMUM	CABLE SRVCS: 76 S.ORANGE AVE	21.04	04/22/20
Total for	BUDGET ADMINSTRATION & EXECUTIVE O/E CABLE			21.04	
01-2010-20-1012-J00 BUDGET ADMINSTRATION & EXECUTIVE O/E AWARDS, MEETINGS AND MICS					
466390	03/31/20	PRINCIPIA INC.	REIMBURSE. FOR ORGANIC SPORTS FIELD	1,170.00	04/22/20
466417	04/03/20	RESERVOIR RESTAURANT	PIZZA FOR WORKERS	254.65	04/22/20
Total for	BUDGET ADMINSTRATION & EXECUTIVE O/E AWARDS,			1,424.65	
Department Total:BUDGET ADMINSTRATION & EXECUTIVE O/E				6,408.88	
01-2010-20-1021-010 BUDGET MUNICIPAL CLERK S&W					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	8,467.40	04/14/20
Total for	BUDGET MUNICIPAL CLERK S&W			8,467.40	
Department Total:BUDGET MUNICIPAL CLERK S&W				8,467.40	
01-2010-20-1022-A02 BUDGET MUNICIPAL CLERK O/E CREDIT CARD MERCHANT SERVICES					
466456	04/10/20	TRANSFIRST	DEMAND DEBIT - 04/13/2020	64.00	04/13/20
Total for	BUDGET MUNICIPAL CLERK O/E CREDIT CARD			64.00	
Department Total:BUDGET MUNICIPAL CLERK O/E				64.00	
01-2010-20-1031-010 BUDGET FINANCE S&W					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	3,232.62	04/14/20
Total for	BUDGET FINANCE S&W			3,232.62	
Department Total:BUDGET FINANCE S&W				3,232.62	
01-2010-20-1035-010 BUDGET IT S&W					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	6,598.16	04/14/20
Total for	BUDGET IT S&W			6,598.16	
Department Total:BUDGET IT S&W				6,598.16	

Bills List**TOWNSHIP OF SOUTH ORANGE VILLAGE**

04/22/20 06:00:30 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
01-2010-20-1041-010		BUDGET TAX ASSESSOR S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	4,387.35	04/14/20
Total for	BUDGET TAX ASSESSOR S&W			4,387.35	
Department Total:BUDGET TAX ASSESSOR S&W				4,387.35	
01-2010-20-1043-020		BUDGET TAX APPEALS TAX APPEALS			
466464	04/15/20	ASSOCIATED APPRAISAL GROUP	INV #2828; STATE TAX COURT	1,440.00	04/22/20
465802	01/27/20	CHIESA SHAHINIAN	2020 TAX APPEAL COUNSEL	12,502.80	04/22/20
Total for	BUDGET TAX APPEALS TAX APPEALS			13,942.80	
Department Total:BUDGET TAX APPEALS				13,942.80	
01-2010-20-1061-010		BUDGET TAX COLLECTION S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	8,784.51	04/14/20
Total for	BUDGET TAX COLLECTION S&W			8,784.51	
Department Total:BUDGET TAX COLLECTION S&W				8,784.51	
01-2010-20-1101-010		BUDGET ENGINEERING S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	8,117.21	04/14/20
Total for	BUDGET ENGINEERING S&W			8,117.21	
Department Total:BUDGET ENGINEERING S&W				8,117.21	
01-2010-21-1157-A00		BUDGET HISTORIC PRESERVATION O/E OFFICE EXPENSE AND SUPPLIES			
466462	04/15/20	SCARINCI & HOLLENBECK LLC	INV #230140, MARCH 2020 HPC SRVCS	422.50	04/22/20
Total for	BUDGET HISTORIC PRESERVATION O/E OFFICE			422.50	
Department Total:BUDGET HISTORIC PRESERVATION O/E				422.50	
01-2010-22-1141-010		BUDGET BUILDING AND CONSTRUCTION S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	11,290.35	04/14/20
Total for	BUDGET BUILDING AND CONSTRUCTION S&W			11,290.35	
Department Total:BUDGET BUILDING AND CONSTRUCTION S&W				11,290.35	
01-2010-22-1142-A01		BUDGET BUILDING AND CONSTRUCTION O/E CREDIT CARD MERCHANT			
466456	04/10/20	TRANSFIRST	DEMAND DEBIT - 04/13/2020	64.00	04/13/20
Total for	BUDGET BUILDING AND CONSTRUCTION O/E CREDIT			64.00	
Department Total:BUDGET BUILDING AND CONSTRUCTION O/E				64.00	
01-2010-23-1172-730		BUDGET EMPLOYEE GROUP BENEFITS DENTAL HEALTH PLAN			
466506	04/14/20	DELTA DENTAL OF NEW	DENTAL BENEFITS APRIL 2020	10,980.20	04/14/20
Total for	BUDGET EMPLOYEE GROUP BENEFITS DENTAL HEALTH			10,980.20	

Bills List**TOWNSHIP OF SOUTH ORANGE VILLAGE**

04/22/20 06:00:30 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
Department Total:BUDGET EMPLOYEE GROUP BENEFITS				10,980.20	
<hr/>					
01-2010-25-1191-010		BUDGET FIRE S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	131,621.81	04/14/20
Total for	BUDGET FIRE S&W			131,621.81	
Department Total:BUDGET FIRE S&W				131,621.81	
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01-2010-25-1192-170		BUDGET FIRE O/E RADIO MAINTENANCE			
465899	02/05/20	MOTOROLA	RADIO MAINTENANCE	8,931.17	04/22/20
Total for	BUDGET FIRE O/E RADIO MAINTENANCE			8,931.17	
<hr/>					
01-2010-25-1192-C00		BUDGET FIRE O/E UTILITIES			
466485	04/17/20	UGI ENERGY SERVICES, LLC	MARCH 2020 GAS/ELECTRIC CHARGES	224.13	04/22/20
Total for	BUDGET FIRE O/E UTILITIES			224.13	
Department Total:BUDGET FIRE O/E				9,155.30	
<hr/>					
01-2010-25-1211-010		BUDGET POLICE S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	219,120.80	04/14/20
Total for	BUDGET POLICE S&W			219,120.80	
Department Total:BUDGET POLICE S&W				219,120.80	
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01-2010-25-1212-530		BUDGET POLICE O/E POLICE SUPPLIES			
466302	03/19/20	HOME DEPOT CREDIT SERVICES	COVID19 SUPPLIES	415.47	04/22/20
465920	02/05/20	MCKESSON MEDICAL-SURGICAL	EXAMINATION GLOVES - L& XL	128.81	04/22/20
466305	03/19/20	MCKESSON MEDICAL-SURGICAL	LATEX GLOVES	276.49	04/22/20
466304	03/19/20	RECONYX, INC	REPAIR CAMERA	47.50	04/22/20
Total for	BUDGET POLICE O/E POLICE SUPPLIES			868.27	
<hr/>					
01-2010-25-1212-750		BUDGET POLICE O/E COMMUNICATIONS EQUIPMENT			
465899	02/05/20	MOTOROLA	RADIO MAINTENANCE	16,709.92	04/22/20
Total for	BUDGET POLICE O/E COMMUNICATIONS EQUIPMENT			16,709.92	
<hr/>					
01-2010-25-1212-A00		BUDGET POLICE O/E OFFICE EXPENSE AND SUPPLIES			
466471	04/15/20	W.B.MASON	MISC OFFICE SUPPLIES	524.51	04/22/20
Total for	BUDGET POLICE O/E OFFICE EXPENSE AND SUPPLIES			524.51	
<hr/>					
01-2010-25-1212-C00		BUDGET POLICE O/E UTILITIES			
466485	04/17/20	UGI ENERGY SERVICES, LLC	MARCH 2020 GAS/ELECTRIC CHARGES	259.35	04/22/20
Total for	BUDGET POLICE O/E UTILITIES			259.35	
<hr/>					
01-2010-25-1212-C02		BUDGET POLICE O/E PSEG ELECTRIC / GAS			

Bills List**TOWNSHIP OF SOUTH ORANGE VILLAGE**

04/22/20 06:00:30 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
466481	04/17/20	PSE&G	MARCH 2020 GAS/ELECTRIC CHARGES	51.08	04/22/20
Total for	BUDGET POLICE O/E PSEG ELECTRIC / GAS			51.08	
01-2010-25-1212-C04		BUDGET POLICE O/E GASOLINE			
466299	03/19/20	NATIONAL FUEL OIL CO.,	41596 - 370 GALS GASOLINE	5,506.34	04/22/20
466350	03/25/20	NATIONAL FUEL OIL CO.,	2019 # 30646 - 1944 GALS GASOLINE	4,165.02	04/22/20
Total for	BUDGET POLICE O/E GASOLINE			9,671.36	
01-2010-25-1212-C06		BUDGET POLICE O/E TELEPHONE			
466459	04/15/20	VERIZON	APRIL 2020 PHONE CHARGES; POLICE	734.17	04/22/20
Total for	BUDGET POLICE O/E TELEPHONE			734.17	
01-2010-25-1212-D00		BUDGET POLICE O/E PRINTING, PUBS AND POSTAGE			
465866	01/29/20	LOOSELEAF LAW PUBLICATIONS	SUBS # 152799 - TITLE 39 & 2C	94.65	04/22/20
Total for	BUDGET POLICE O/E PRINTING, PUBS AND POSTAGE			94.65	
01-2010-25-1212-G01		BUDGET POLICE O/E MAINTENANCE AND REPAIRS			
466470	04/15/20	VIGILANT SOLUTIONS, LLC	VOID	0.00	04/22/20
466248	03/11/20	WTH TECHNOLOGY, INC.	24857 - SUPPORT CRIME MAPPING	2,784.76	04/22/20
Total for	BUDGET POLICE O/E MAINTENANCE AND REPAIRS			2,784.76	
Department Total:	BUDGET POLICE O/E			31,698.07	
01-2010-25-1232-A00		BUDGET EMERGENCY MANAGE	O/E OFFICE EXPENSE AND SUPPLIES		
466415	04/03/20	I.D.M. MEDICAL SUPPLY CO.	INV #E8932; REFILL OXYGEN TANKS	246.75	04/22/20
Total for	BUDGET EMERGENCY MANAGE	O/E OFFICE EXPENSE		246.75	
01-2010-25-1232-G00		BUDGET EMERGENCY MANAGE	O/E IT MAINT, REPAIRS AND SOFTWARE		
465899	02/05/20	MOTOROLA	RADIO MAINTENANCE	3,169.12	04/22/20
Total for	BUDGET EMERGENCY MANAGE	O/E IT MAINT, REPAIRS		3,169.12	
Department Total:	BUDGET EMERGENCY MANAGE	O/E		3,415.87	
01-2010-26-1291-010		BUDGET PUBLIC WORKS S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	66,685.30	04/14/20
Total for	BUDGET PUBLIC WORKS S&W			66,685.30	
Department Total:	BUDGET PUBLIC WORKS S&W			66,685.30	
01-2010-26-1292-520		BUDGET PUBLIC WORKS O/E TOOLS & EQUIPMENT			
466318	03/23/20	BUY WISE AUTO PARTS	PAY DOWN- PARTS AND SUPPLIES	389.12	04/22/20
466284	03/19/20	R.F.I. SMALL ENGINE	TORO OIL FILTERS	125.00	04/22/20
466288	03/19/20	R.F.I. SMALL ENGINE	SHADE TREE EQUIPMENT	0.00	04/22/20

Bills List**TOWNSHIP OF SOUTH ORANGE VILLAGE**

04/22/20 06:00:30 PM

<u>PO Number</u>	<u>Po Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Paid Date</u>
466288	03/19/20	R.F.I. SMALL ENGINE	SHADE TREE EQUIPMENT	2,230.45	04/22/20
Total for	BUDGET PUBLIC WORKS O/E TOOLS & EQUIPMENT			2,744.57	
01-2010-26-1292-530		BUDGET PUBLIC WORKS O/E PARKS/GROUNDS SUPPLIES			
466002	02/12/20	MOMAR, INC.	55 GALLON DRUM HERBICIDE	3,622.42	04/22/20
Total for	BUDGET PUBLIC WORKS O/E PARKS/GROUNDS SUPPLIES			3,622.42	
01-2010-26-1292-710		BUDGET PUBLIC WORKS O/E RECYCLING PROGRAM			
466124	02/26/20	GIORDANO COMPANY INC.	CURBSIDE RECYCLING 2020 Q2 - APRIL	15,600.00	04/22/20
Total for	BUDGET PUBLIC WORKS O/E RECYCLING PROGRAM			15,600.00	
01-2010-26-1292-810		BUDGET PUBLIC WORKS O/E SEWER OPERATIONS			
466127	02/26/20	MOMAR, INC.	SEWERCIDE	2,424.12	04/22/20
Total for	BUDGET PUBLIC WORKS O/E SEWER OPERATIONS			2,424.12	
01-2010-26-1292-A00		BUDGET PUBLIC WORKS O/E OFFICE EXPENSE AND SUPPLIES			
466386	03/31/20	CLEAN MAT SERVICES LLC	PAY DOWN- MAT CLEANING SERVICES	50.25	04/22/20
Total for	BUDGET PUBLIC WORKS O/E OFFICE EXPENSE AND			50.25	
01-2010-26-1292-C00		BUDGET PUBLIC WORKS O/E UTILITIES			
466485	04/17/20	UGI ENERGY SERVICES, LLC	MARCH 2020 GAS/ELECTRIC CHARGES	767.34	04/22/20
Total for	BUDGET PUBLIC WORKS O/E UTILITIES			767.34	
01-2010-26-1292-F00		BUDGET PUBLIC WORKS O/E AUTO MAINTENANCE / EXPENSE			
466292	03/19/20	AIR BRAKE & EQUIPMENT	CAB BAG	279.80	04/22/20
466293	03/19/20	AIR BRAKE & EQUIPMENT	BRAKES	2,833.47	04/22/20
466315	03/23/20	C & C TIRE INC.	TIRE SCRAP AND DISPOSAL	1,218.00	04/22/20
466128	02/26/20	MOMAR, INC.	55 GALLON DRUMS HYDRO OIL	2,816.92	04/22/20
Total for	BUDGET PUBLIC WORKS O/E AUTO MAINTENANCE /			7,148.19	
Department Total:	BUDGET PUBLIC WORKS O/E			32,356.89	
01-2010-27-1391-010		BUDGET HEALTH S&W			
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	3,958.25	04/14/20
Total for	BUDGET HEALTH S&W			3,958.25	
Department Total:	BUDGET HEALTH S&W			3,958.25	
01-2010-27-1392-170		BUDGET HEALTH O/E ENVIRONMENTAL SAMPLING			
466398	04/01/20	SANI PURE FOOD LABS	Certificate of Analysis	280.00	04/22/20
Total for	BUDGET HEALTH O/E ENVIRONMENTAL SAMPLING			280.00	
01-2010-27-1392-190		BUDGET HEALTH O/E PUBLIC HEALTH NURSING			

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465976	02/12/20	PATRICIA A. FURCI	COMMUNITY EDUCATION ON TRAINING	0.00	04/15/20
465976	02/12/20	PATRICIA A. FURCI	COMMUNITY EDUCATION ON TRAINING	45.00	04/15/20
466438	04/08/20	PATRICIA A. FURCI	COVID	4,185.00	04/15/20
Total for	BUDGET HEALTH O/E PUBLIC HEALTH NURSING			4,230.00	
Department Total:BUDGET HEALTH O/E				4,510.00	
01-2010-28-1471-010 BUDGET RECREATION S&W					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	13,197.48	04/14/20
Total for	BUDGET RECREATION S&W			13,197.48	
Department Total:BUDGET RECREATION S&W				13,197.48	
01-2010-28-1472-320 BUDGET RECREATION O/E PARKS & GROUNDS MAINT & EQUIPM					
466303	03/19/20	HOME DEPOT CREDIT SERVICES	FENCE/POST TO BLOCK PLAYGROUNGS	634.41	04/22/20
466400	04/01/20	HOME DEPOT CREDIT SERVICES	LOCKS/CHAIN	209.70	04/22/20
466229	03/11/20	PIONEER	FIELD PAINT/ SAND BAGS	5,067.83	04/22/20
Total for	BUDGET RECREATION O/E PARKS & GROUNDS MAINT &			5,911.94	
01-2010-28-1472-360 BUDGET RECREATION O/E RECREATION PROGRAMS					
465994	02/12/20	JAG OUTFITTERS INC.	SPORT COACHES SHIRTS REC	2,910.00	04/22/20
466191	03/04/20	JAG OUTFITTERS INC.	UMPIRE SHIRTS REC	1,242.00	04/22/20
465915	02/05/20	NATIONAL SECURITY	SPORT EMPLOYMENT SCREENING REC	678.30	04/22/20
Total for	BUDGET RECREATION O/E RECREATION PROGRAMS			4,830.30	
01-2010-28-1472-A02 BUDGET RECREATION O/E CREDIT CARD MERCHANT SERVICES					
466456	04/10/20	TRANSFIRST	DEMAND DEBIT - 04/13/2020	0.00	04/13/20
466456	04/10/20	TRANSFIRST	DEMAND DEBIT - 04/13/2020	5,519.11	04/13/20
Total for	BUDGET RECREATION O/E CREDIT CARD MERCHANT			5,519.11	
01-2010-28-1472-C00 BUDGET RECREATION O/E UTILITIES					
466485	04/17/20	UGI ENERGY SERVICES, LLC	MARCH 2020 GAS/ELECTRIC CHARGES	538.56	04/22/20
Total for	BUDGET RECREATION O/E UTILITIES			538.56	
01-2010-28-1472-C01 BUDGET RECREATION O/E CABLE VISION					
466483	04/17/20	OPTIMUM	CABLE SRVCS: 298 WALTON FL1 TELC	126.18	04/22/20
Total for	BUDGET RECREATION O/E CABLE VISION			126.18	
Department Total:BUDGET RECREATION O/E				16,926.09	
01-2010-29-2510-010 BUDGET MUNICIPAL LIBRARY SALARIES AND WAGES					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	30,548.33	04/14/20

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Total for	BUDGET MUNICIPAL LIBRARY SALARIES AND WAGES			30,548.33	
01-2010-29-2510-020	BUDGET MUNICIPAL LIBRARY OPERATING EXPENSES				
466466	04/15/20	SO ORANGE PUBLIC LIBRARY	1ST QTR 2020 TAX APPROPRIATION	45,000.00	04/22/20
Total for	BUDGET MUNICIPAL LIBRARY OPERATING EXPENSES			45,000.00	
Department Total:	BUDGET MUNICIPAL LIBRARY			75,548.33	
01-2010-31-2072-130	BUDGET TELEPHONE TELEPHONE PUBLIC BUILDINGS				
466482	04/17/20	CABLEVISION LIGHTPATH,	INV #100294278; APRIL 2020 PHONE	2,421.88	04/22/20
466461	04/15/20	PAETEC	INV #72472561; PHONE CHARGES	899.61	04/22/20
Total for	BUDGET TELEPHONE TELEPHONE PUBLIC BUILDINGS			3,321.49	
Department Total:	BUDGET TELEPHONE			3,321.49	
01-2010-31-2092-010	BUDGET STREET LIGHTING STREET LIGHTING				
466481	04/17/20	PSE&G	MARCH 2020 GAS/ELECTRIC CHARGES	5.70	04/22/20
466528	04/22/20	PSE&G	MARCH 2020 GAS/ELECTRIC CHARGES	3,341.13	04/22/20
466485	04/17/20	UGI ENERGY SERVICES, LLC	MARCH 2020 GAS/ELECTRIC CHARGES	24,180.36	04/22/20
Total for	BUDGET STREET LIGHTING STREET LIGHTING			27,527.19	
Department Total:	BUDGET STREET LIGHTING			27,527.19	
01-2010-31-2095-010	BUDGET RENT RENT				
465622	01/08/20	SOUTH ORANGE PROPERTY LLC	LEASE AGREEMENT 76 SO AVE JAN -	-19,028.70	04/10/20
465622	01/08/20	SOUTH ORANGE PROPERTY LLC	LEASE AGREEMENT 76 SO AVE JAN -	0.00	04/10/20
465622	01/08/20	SOUTH ORANGE PROPERTY LLC	LEASE AGREEMENT 76 SO AVE JAN -	19,028.70	04/10/20
465622	01/08/20	SOUTH ORANGE PROPERTY LLC	LEASE AGREEMENT 76 SO AVE JAN -	19,028.70	04/10/20
Total for	BUDGET RENT RENT			19,028.70	
Department Total:	BUDGET RENT			19,028.70	
01-2010-36-2130-770	BUDGET SOCIAL SECURITY SOCIAL SECURITY				
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	0.00	04/14/20
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	21,123.80	04/14/20
Total for	BUDGET SOCIAL SECURITY SOCIAL SECURITY			21,123.80	
Department Total:	BUDGET SOCIAL SECURITY			21,123.80	
01-2010-43-1241-010	BUDGET MUNICIPAL COURT S&W				
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	4,876.41	04/14/20
Total for	BUDGET MUNICIPAL COURT S&W			4,876.41	

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Department Total:BUDGET MUNICIPAL COURT S&W				4,876.41	
01-2010-43-1251-110 BUDGET PUBLIC DEFENDER S&W					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	1,088.99	04/14/20
Total for BUDGET PUBLIC DEFENDER S&W				1,088.99	
Department Total:BUDGET PUBLIC DEFENDER S&W				1,088.99	
01-2010-45-9200- BUDGET BOND PRINCIPAL BOND PRINCIPAL					
466457	04/15/20	CHASE MANHATTAN BANK	2020 BOND PRINCIPAL DUE 04/15/2020	540,000.00	04/15/20
Total for BUDGET BOND PRINCIPAL BOND PRINCIPAL				540,000.00	
Department Total:BUDGET BOND PRINCIPAL				540,000.00	
01-2010-45-9300- BUDGET BOND INTEREST BOND INTEREST					
466458	04/15/20	CHASE MANHATTAN BANK	2020 BOND INTEREST DUE 04/15/2020	165,650.00	04/15/20
Total for BUDGET BOND INTEREST BOND INTEREST				165,650.00	
Department Total:BUDGET BOND INTEREST				165,650.00	
01-2030-25-1212-530 APPROPRIATION RESERVES POLICE O/E POLICE SUPPLIES					
464717	09/18/19	MCKESSON MEDICAL-SURGICAL	ORDER # 42728747 - MEDICAL SUPPLIES	436.50	04/22/20
Total for APPROPRIATION RESERVES POLICE O/E POLICE				436.50	
Department Total:APPROPRIATION RESERVES POLICE O/E				436.50	
02-3000-03-2000-018 APPROPRIATED GRANTS CLEAN COMMUNITIES 2018-CLEAN COMMUNITIES					
466314	03/23/20	AMERICAN PAPER TOWEL	TOILET PAPER GARBAGE LINERS	390.40	04/22/20
Total for APPROPRIATED GRANTS CLEAN COMMUNITIES				390.40	
Department Total:APPROPRIATED GRANTS CLEAN COMMUNITIES				390.40	
02-3000-05-1001-020 APPROPRIATED GRANTS ESSEX COUNTY CENSUS GRANT 2020					
466455	04/10/20	KAREN HILTON	REIMBURSEMENT FOR CENSUS	857.00	04/10/20
Total for APPROPRIATED GRANTS ESSEX COUNTY CENSUS GRANT				857.00	
Department Total:APPROPRIATED GRANTS ESSEX COUNTY CENSUS GRANT				857.00	
05-2010-00-6011-010 BUDGET SALARIES & WAGES SALARIES & WAGES					
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	0.00	04/14/20
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	2,680.00	04/14/20
Total for BUDGET SALARIES & WAGES SALARIES & WAGES				2,680.00	
Department Total:BUDGET SALARIES & WAGES				2,680.00	
05-2010-00-6012-050 BUDGET WATER DEPT O/E CONTRACT SERVICES (O&M)					
466486	04/17/20	AMERICAN WATER SERVICES	MONTHLY MANAGEMENT FEE MARCH 2020	67,375.64	04/22/20

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Total for	BUDGET WATER DEPT O/E CONTRACT SERVICES (O&M)			67,375.64	
Department Total:	BUDGET WATER DEPT O/E			67,375.64	
05-2010-00-6051-910 BUDGET DEBT SERVICE BOND PRINCIPAL					
466457	04/15/20	CHASE MANHATTAN BANK	2020 BOND PRINCIPAL DUE 04/15/2020	0.00	04/15/20
466457	04/15/20	CHASE MANHATTAN BANK	2020 BOND PRINCIPAL DUE 04/15/2020	0.00	04/15/20
466457	04/15/20	CHASE MANHATTAN BANK	2020 BOND PRINCIPAL DUE 04/15/2020	120,000.00	04/15/20
Total for	BUDGET DEBT SERVICE BOND PRINCIPAL			120,000.00	
Department Total:	BUDGET DEBT SERVICE			120,000.00	
05-2010-00-6052-920 BUDGET DEBT SERVICE INTEREST ON BONDS					
466458	04/15/20	CHASE MANHATTAN BANK	2020 BOND INTEREST DUE 04/15/2020	0.00	04/15/20
466458	04/15/20	CHASE MANHATTAN BANK	2020 BOND INTEREST DUE 04/15/2020	0.00	04/15/20
466458	04/15/20	CHASE MANHATTAN BANK	2020 BOND INTEREST DUE 04/15/2020	41,100.00	04/15/20
Total for	BUDGET DEBT SERVICE INTEREST ON BONDS			41,100.00	
Department Total:	BUDGET DEBT SERVICE			41,100.00	
06-2150-19-0700-000 UTILITY IMPROVEMENT AUTHORIZAT (NJIB) SCOTLAND ROAD					
460776	06/25/18	HDR ENGINEERING, INC.	NEW WATER MAIN ALONG SCOTLAND ROAD	26,347.50	04/22/20
Total for	UTILITY IMPROVEMENT AUTHORIZAT (NJIB) SCOTLAND			26,347.50	
Department Total:	UTILITY IMPROVEMENT AUTHORIZAT (NJIB) SCOTLAND			26,347.50	
11-2000-00-0300-800 RESERVE FOR EXPENDITURES RECREATION DONATIONS ENVIRONMENTAL					
466480	04/17/20	WALTER CLARKE	REIMBURSEMENT FOR RIVER DAY BANNERS	434.43	04/22/20
Total for	RESERVE FOR EXPENDITURES RECREATION DONATIONS			434.43	
Department Total:	RESERVE FOR EXPENDITURES RECREATION DONATIONS			434.43	
11-2000-00-1000- RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY					
466499	04/14/20	TOWNSHIP OF SOUTH ORANGE	POLICE SDJS VILLAGE AMT 04/16/2020	1,440.00	04/14/20
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	0.00	04/14/20
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	0.00	04/14/20
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	0.00	04/14/20
466495	04/14/20	TOWNSHIP OF SOUTH ORANGE	P/R 2 WE 04/16/2020	8,550.00	04/14/20
Total for	RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY			9,990.00	
Department Total:	RESERVE FOR EXPENDITURES POLICE OUTSIDE DUTY			9,990.00	
11-2000-00-1300- RESERVE FOR EXPENDITURES POOL TRUST					
466189	03/04/20	ELIFEGUARD, INC.	Est. #6228 RESCUE TUBES/ POOL	419.40	04/22/20

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464938	10/11/19	SUBURBAN CONSULTING	POOL RESURFACING & CONCRETE DECK	2,294.24	04/22/20
Total for	RESERVE FOR EXPENDITURES POOL TRUST			2,713.64	
Department Total:	RESERVE FOR EXPENDITURES POOL TRUST			2,713.64	
11-2000-00-1800-		RESERVE FOR EXPENDITURES RECREATION - FIELD USE			
466252	03/11/20	ULINE	QUOTE #34818331 SOLID TOP RACKABLE	1,799.55	04/22/20
Total for	RESERVE FOR EXPENDITURES RECREATION - FIELD			1,799.55	
Department Total:	RESERVE FOR EXPENDITURES RECREATION - FIELD			1,799.55	
11-2000-00-2200-		RESERVE FOR EXPENDITURES RECREATION - GARDEN FEES			
466170	03/04/20	HOME DEPOT CREDIT SERVICES	GARDEN SUPPLIES REC	265.21	04/22/20
Total for	RESERVE FOR EXPENDITURES RECREATION - GARDEN			265.21	
Department Total:	RESERVE FOR EXPENDITURES RECREATION - GARDEN			265.21	
11-2000-00-2300-		RESERVE FOR EXPENDITURES DONATIONS - SENIOR SERVICES			
466513	04/22/20	CATHY ROWE	REIMBURSEMENTS - COVID SOMA SENIORS	937.08	04/22/20
Total for	RESERVE FOR EXPENDITURES DONATIONS - SENIOR			937.08	
Department Total:	RESERVE FOR EXPENDITURES DONATIONS - SENIOR			937.08	
13-2000-00-1000-		PAYROLL EXPENDITURES ADP NET PAYROLL			
466492	04/20/20	PRIMEPOINT, LLC.	PRIMEPOINT DIRECT DEPOSIT 04/16/20	314,795.35	04/14/20
Total for	PAYROLL EXPENDITURES ADP NET PAYROLL			314,795.35	
Department Total:	PAYROLL EXPENDITURES ADP NET PAYROLL			314,795.35	
13-2000-00-2000-		PAYROLL EXPENDITURES PAYROLL TAXES			
466493	04/14/20	PRIMEPOINT, LLC.	PRIMEPOINT TAXES 04/16/20 PR	139,194.93	04/14/20
Total for	PAYROLL EXPENDITURES PAYROLL TAXES			139,194.93	
Department Total:	PAYROLL EXPENDITURES PAYROLL TAXES			139,194.93	
13-2000-00-3000-		PAYROLL EXPENDITURES WAGE GARNISHMENTS			
466494	04/14/20	PRIMEPOINT, LLC.	PRIMEPOINT WAGE GARNISHMENTS	3,623.85	04/14/20
Total for	PAYROLL EXPENDITURES WAGE GARNISHMENTS			3,623.85	
Department Total:	PAYROLL EXPENDITURES WAGE GARNISHMENTS			3,623.85	
13-2000-01-1000-		PAYROLL EXPENDITURES NORMAL PENSION			
466508	04/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	67,022.88	04/22/20
Total for	PAYROLL EXPENDITURES NORMAL PENSION			67,022.88	
Department Total:	PAYROLL EXPENDITURES NORMAL PENSION			67,022.88	

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13-2000-01-6000-		PAYROLL EXPENDITURES PFRS LOAN			
466508	04/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	15,930.51	04/22/20
Total for		PAYROLL EXPENDITURES PFRS LOAN		15,930.51	
Department Total:PAYROLL EXPENDITURES PFRS LOAN				15,930.51	
13-2000-01-7000-		PAYROLL EXPENDITURES PFRS ARREARS			
466508	04/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	516.73	04/22/20
Total for		PAYROLL EXPENDITURES PFRS ARREARS		516.73	
Department Total:PAYROLL EXPENDITURES PFRS ARREARS				516.73	
13-2000-01-8000-		PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS			
466508	04/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	0.00	04/22/20
466508	04/22/20	POLICE & FIRE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	1,204.58	04/22/20
Total for		PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS		1,204.58	
Department Total:PAYROLL EXPENDITURES PFRS BACK DEDUCTIONS				1,204.58	
13-2000-02-1000-		PAYROLL EXPENDITURES NORMAL PENSION			
466512	04/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	28,661.67	04/22/20
Total for		PAYROLL EXPENDITURES NORMAL PENSION		28,661.67	
Department Total:PAYROLL EXPENDITURES NORMAL PENSION				28,661.67	
13-2000-02-2000-		PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE			
466512	04/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	1,940.76	04/22/20
Total for		PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE		1,940.76	
Department Total:PAYROLL EXPENDITURES CONTRIBUTORY INSURANCE				1,940.76	
13-2000-02-7000-		PAYROLL EXPENDITURES PERS LOAN			
466512	04/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	5,940.07	04/22/20
Total for		PAYROLL EXPENDITURES PERS LOAN		5,940.07	
Department Total:PAYROLL EXPENDITURES PERS LOAN				5,940.07	
13-2000-02-8000-		PAYROLL EXPENDITURES PERS BACK DEDUCTIONS			
466512	04/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	0.00	04/22/20
466512	04/22/20	PUBLIC EMPLOYEE RETIREMENT	EE CONTRIBUTIONS 1ST QTR 2020	255.30	04/22/20
Total for		PAYROLL EXPENDITURES PERS BACK DEDUCTIONS		255.30	
Department Total:PAYROLL EXPENDITURES PERS BACK DEDUCTIONS				255.30	
13-2000-03-1000-		PAYROLL EXPENDITURES COLONIAL LIFE			
466505	04/14/20	COLONIAL LIFE & ACCIDENT	EE CONTRIBUTIONS APRIL 2020	70.28	04/14/20

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Total for	PAYROLL EXPENDITURES COLONIAL LIFE			70.28	
Department Total:PAYROLL EXPENDITURES COLONIAL LIFE				70.28	
13-2000-04-1000- PAYROLL EXPENDITURES OPEIU					
466502	04/14/20	TEAMSTERS LOCAL 125	EE DUES APRIL 2020	1,131.00	04/14/20
Total for	PAYROLL EXPENDITURES OPEIU			1,131.00	
Department Total:PAYROLL EXPENDITURES OPEIU				1,131.00	
13-2000-04-2000- PAYROLL EXPENDITURES PBA LOCAL 12					
466500	04/14/20	PBA LOCAL #12	EE DUES APRIL 2020	2,170.05	04/14/20
Total for	PAYROLL EXPENDITURES PBA LOCAL 12			2,170.05	
Department Total:PAYROLL EXPENDITURES PBA LOCAL 12				2,170.05	
13-2000-04-3000- PAYROLL EXPENDITURES PBA LOCAL 12A SUPERIORS					
466501	04/14/20	SUPERIOR OFFICERS, LOCAL	EE DUES APRIL 2020	1,034.92	04/14/20
Total for	PAYROLL EXPENDITURES PBA LOCAL 12A SUPERIORS			1,034.92	
Department Total:PAYROLL EXPENDITURES PBA LOCAL 12A SUPERIORS				1,034.92	
13-2000-04-4000- PAYROLL EXPENDITURES FMBA LOCAL 40					
466504	04/14/20	F.M.B.A., LOCAL 40	EE DUES APRIL 2020	1,600.00	04/14/20
Total for	PAYROLL EXPENDITURES FMBA LOCAL 40			1,600.00	
Department Total:PAYROLL EXPENDITURES FMBA LOCAL 40				1,600.00	
13-2000-04-5000- PAYROLL EXPENDITURES FMBA LOCAL 240 SUPERIORS					
466503	04/14/20	SUPERIOR OFFICERS, LOCAL	EE DUES APRIL 2020	1,540.00	04/14/20
Total for	PAYROLL EXPENDITURES FMBA LOCAL 240 SUPERIORS			1,540.00	
Department Total:PAYROLL EXPENDITURES FMBA LOCAL 240 SUPERIORS				1,540.00	
13-2000-05-1000- PAYROLL EXPENDITURES AXA					
466497	04/20/20	AXA EQUITABLE	EE CONTRIBUTIONS 04/16/20 PR	3,823.00	04/14/20
Total for	PAYROLL EXPENDITURES AXA			3,823.00	
Department Total:PAYROLL EXPENDITURES AXA				3,823.00	
13-2000-05-2000- PAYROLL EXPENDITURES MASS MUTUAL					
466496	04/20/20	MASS MUTUAL	EE CONTRIBUTIONS 04/16/2020	21,146.44	04/14/20
Total for	PAYROLL EXPENDITURES MASS MUTUAL			21,146.44	
Department Total:PAYROLL EXPENDITURES MASS MUTUAL				21,146.44	
13-2000-06-1000- PAYROLL EXPENDITURES SHBP					

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466498	04/14/20	TOWNSHIP OF SOUTH ORANGE	SHBP TO CURRENT 04/16/2020 PR	25,458.60	04/14/20
Total for			PAYROLL EXPENDITURES SHBP	25,458.60	
Department Total:			PAYROLL EXPENDITURES SHBP	25,458.60	
Total Bill List:					
			2,393,263.53		

Totals by Fund

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		<u>Amount</u>
Total for	01 CURRENT FUND	1,481,312.16
Total for	02 GRANTS	1,247.40
Total for	05 WATER OPERATING	231,155.64
Total for	06 WATER CAPITAL	26,347.50
Total for	11 TRUST	16,139.91
Total for	13 PAYROLL	637,060.92
Total Bill List:		2,393,263.53