

CITY COUNCIL**The City of Orange Township, New Jersey**DATE September 5, 2023NUMBER 341-2023

TITLE: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH B&O URBAN RENEWAL, LLC FOR THE REDEVELOPMENT OF THE PROPERTY LOCATED AT 38-60 BERWYN STREET, 39 BERWYN STREET, 41 BERWYN STREET, 22 WEBSTER PLACE AND 150 OAKWOOD AVENUE IDENTIFIED ON THE OFFICIAL TAX MAP OF THE CITY AS BLOCK 3202, LOTS 4-10 AND BLOCK 3203, LOTS 12, 16 AND 17

WHEREAS, B&O Urban Renewal, LLC owns or intends to acquire certain property located at 38-60 Berwyn Street, 39 Berwyn Street, 41 Berwyn Street, 22 Webster Place and 150 Oakwood Avenue in the City identified on the City tax map as Block 3202, Lots 4-10 and Block 3203, Lots 12, 16 and 17 (the "Property"); and

WHEREAS, the Property is located within the Central Orange Redevelopment Area and is governed by the Transit City District East sub-district zoning (the "TVDE Zoning") of the Central Orange Redevelopment Plan; and

WHEREAS, B&O Urban Renewal, LLC previously approached the City with a proposal to construct the following improvements on the Property: (i) a mid-rise mixed-use development, consisting of 166 market rate residential rental units, with associated amenity space and 193 parking spaces, consisting of 114 on-site, inclusive of four (4) shared parking spaces and 79 in off-site surface parking lots, as well as 7,300 square feet of school space (5 classrooms), to be dedicated to the Orange Board of Education; (ii) a surface parking lot which will be used as a municipal parking lot located at the property designated as Block 3203, Lot 12; and (iii) a surface parking lot which will be used as parking for residents of the housing to be constructed on the Property located at the properties designated as Block 3203, Lots 16 and 17 (the "Phase I Project"), all in accordance with the TVDE Zoning within the Redevelopment Plan, along with another redeveloper project (the "Phase II Project) on other properties that B&O Urban Renewal, LLC owns or intends to acquire; and

WHEREAS, B&O Urban Renewal, LLC thereafter entered into a Redevelopment Agreement with the City for the redevelopment of the Property with the Phase I Project; and

WHEREAS, the Parties subsequently negotiated proposed revisions to the scope of the Phase I Project, which is now consists of (i) a mid-rise mixed-used development, consisting of 173 market rate residential units, with associated amenity space, and 189 parking spaces, consisting of 110 on site spaces, and 79 off-site spaces (and, if Lot 17 cannot be acquired by the Redeveloper, then there will 166 off-street parking spaces, of which 56 spaces will be located off site on Lots 12 and 16), as well as approximately 1,000 square feet of retail space on the ground floor of the building; and (ii) two surface parking lots located at Block 3203, Lots 12, 16 and 17, which will include a total of 79 off-site parking spaces to be used as parking for residents of the building improved on the Property (and, if Lot 17 cannot be acquired by the Redeveloper, then 56 parking spaces will be located off site on Lots 12 and 16), all in accordance with the TVDE Zoning within the Redevelopment Plan; and

WHEREAS, the Parties wish to enter into a First Amendment to the Redevelopment Agreement, in substantially the form attached hereto, in order to revise the scope of the Phase I Project, to modify the construction schedule for the Phase I Project, and to make certain other revisions to the Redevelopment Agreement that are acceptable to the Parties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township that:

SECTION 1: The Municipal Council hereby approves the First Amendment to the Redevelopment Agreement for the Property in substantially the form attached hereto and authorizes the Mayor to sign the First Amendment to the Redevelopment Agreement with B&O Urban Renewal, LLC on behalf of the City.

SECTION 2: All other resolutions or parts of resolutions in conflict or inconsistent with this resolution are hereby repealed, but only to the extent of such conflict or inconsistency.

SECTION 3: All headings within this resolution are for convenience only and are not deemed to be part of this resolution.

SECTION 4: This resolution shall take effect as provided by law.

ADOPTED: September 5, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

FIRST AMENDMENT TO PHASE I REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (the “**First Amendment**”), is made as this ____ date of _____, 2023, (the “**Effective Date**”) by and between the **CITY OF ORANGE TOWNSHIP**, a public body corporate and politic of New Jersey, acting as redevelopment entity pursuant to N.J.S.A. 40A:12A-1 et seq., having its principal office at 29 North Day Street, Orange New Jersey 07050 (the “**City**”), and **B&O URBAN RENEWAL, LLC** c/o Skyview Capital, LLC, 128 Main Avenue, Passaic, New Jersey 07055 (the “**Redeveloper**”). The City and the Redeveloper are hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “**Redevelopment Law**”), establishes a process for municipalities to designate qualifying areas within the municipality as “areas in need of redevelopment” and to thereafter adopt redevelopment plans to govern the redevelopment of those redevelopment areas; and

WHEREAS, the City of Orange Township Council (the “**Governing Body**”) previously designated the HOPE VI Redevelopment Area pursuant to the Redevelopment Law, which was subsequently re-named the Central Orange Redevelopment Area (the “**Redevelopment Area**”), and adopted a redevelopment plan, which is now known as the Central Orange Redevelopment Plan (the “**Redevelopment Plan**”), to govern the redevelopment of that redevelopment area; and

WHEREAS, as part of the amendments to the Redevelopment Plan, the Governing Body eliminated the former Transit City Center District and, created, in its place, a sub-district, entitled the Transit City District (“**TVD**”); and

WHEREAS, thereafter, the Governing Body adopted the 2018 Orange Master Plan, and, by Ordinance 45-2020 dated October 20, 2020, further amended the Redevelopment Plan in compliance with said Master Plan, and created districts A, B, C, D, E, and F within the Redevelopment Area; and

WHEREAS, the properties identified on the City tax map as Block 3202, Lots 4, 5, 6, 7, 8, 9 and 10 and Block 3203, Lots 12, 16 and 17 (collectively, the “**Property**”) is located within the Central Orange Redevelopment Area and is governed by the District F standards of the Redevelopment Plan; and

WHEREAS, on or around September of 2020, the Redeveloper presented a two phase concept development to the City for redevelopment of the Property and additional properties as further described below; and

WHEREAS, the Redeveloper’s proposal at that time was to construct the following improvements on the Property: (i) a mid-rise mixed-use development, consisting of 166 market

rate residential rental units, with associated amenity space and 193 parking spaces, consisting of 114 on-site, inclusive of four (4) shared parking spaces and 79 in off-site surface parking lots, as well as 7,300 square feet of school space (5 classrooms), to be dedicated to the Orange Board of Education; (ii) a surface parking lot which will be used as a municipal parking lot located at the property designated as Block 3203, Lot 12; and (iii) a surface parking lot which will be used as parking for residents of the housing to be constructed on the Property located at the properties designated as Block 3203, Lots 16 and 17 (the “Project” or the “Phase I Project”), all in accordance with the former TVD Zoning within the Redevelopment Plan; and

WHEREAS, the Redeveloper owns or intends to acquire the Property from the City, including Block 3203, Lot 12 which is currently owned by the City (the “City Property”), and Block 3203, Lot 17 which, if it cannot be acquired by the Redeveloper, shall be eliminated from the Amended Project (as defined below) area; and

WHEREAS, the Redeveloper proposed to construct additional improvements on other properties identified on the City tax map as Block 3203, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 20 and 21, which shall comprise of: (i) a six-story, mixed-use development, consisting of 148 market rate residential rental units with associated amenity space; (ii) a 199 parking space parking garage, including fifty-one (51) public parking spaces dedicated to the City for use by the public at all times; and (iii) 14,662 square feet of school space (9 classrooms and a multipurpose room) to be dedicated to the Orange Board of Education, all in accordance with the TVDE Zoning within the Redevelopment Plan (the “Phase II Project”), and enter into a redevelopment agreement for the purpose of setting forth in greater detail the Parties respective undertakings, rights and obligations in connection with the construction of the Phase II Project; and

WHEREAS, in order to implement the Redevelopment Plan, the City authorized and entered into a redevelopment agreement with the Redeveloper for the Phase I Project (“Phase I Redevelopment Agreement”), and authorized and entered into a redevelopment agreement with the Redeveloper for the Phase II Project (“Phase II Redevelopment Agreement”), adopted by Resolution Number 409-2020 of the Governing Body, dated October 6, 2020; and

WHEREAS, since the adoption of the Resolution, the Redeveloper presented the City with a revised concept plan for the Phase I Project, in which the Redeveloper is now proposing to construct the following improvements on Property: (i) a mid-rise mixed-used development, consisting of 173 market rate residential units, with associated amenity space, and 189 parking spaces, consisting of 110 on site spaces, and 79 off-site spaces (and, if Lot 17 cannot be acquired by the Redeveloper, then there will 166 off-street parking spaces, of which 56 spaces will be located off site on Lots 12 and 16), as well as approximately 1,000 square feet of retail space on the ground floor of the building; and (ii) two surface parking lots located at Block 3203, Lots 12, 16 and 17, which will include a total of 79 off-site parking spaces to be used as parking for residents of the building improved on the Property (and, if Lot 17 cannot be acquired by the Redeveloper, then 56 parking spaces will be located off site on Lots 12 and 16) (together, the “Off-Site Improvements”), all in accordance with the current District F Zoning within the Redevelopment Plan (the “Amended Project” or the “Amended Phase I Project”); 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 City 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 City, is in the vital and best interests of the community and promotes the health, safety, morals and welfare of the City’s residents and is in accord with the legislative intent, goals and objectives of the Redevelopment Law; and

WHEREAS, the Parties acknowledge and agree that, over time, certain laws, conditions and circumstances have materially changed and, thus, the Phase I Redevelopment Agreement must be amended to reflect these material changes; and

WHEREAS, the Parties continue to cooperate with each other with regard to implementing the overall terms of the Phase I Redevelopment Agreement while certain conditions precedent may remain in the process of being satisfied; and

WHEREAS, in the interim, the Parties desire to amend certain portions of the Phase I Redevelopment Agreement; and

WHEREAS, the Parties have engaged in negotiations relative to the Project and the Property, and the City has determined that in furtherance of the goals and objectives of the Redevelopment Plan, it is in the City’s best interest to enter into this First Amendment to the Redevelopment Agreement with the Redeveloper for the purpose of setting forth in detail the respective undertakings, rights and obligations in connection with the development and construction of the Amended Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Phase I Redevelopment Agreement as follows:

Section 1. The “Definitions” in Section 1.01 of the Phase I Redevelopment Agreement are hereby amended as follows:

- a. The definition of “BOE” shall be removed in its entirety.
- b. The definition of “Project” shall be deleted in its entirety and replaced with: “Project” shall mean (i) a mid-rise mixed-used development, consisting of 173 market rate residential units, with associated amenity space, and 189 parking spaces, consisting of 110 on site spaces, and 79 off-site spaces (and, if Lot 17 cannot be acquired by the Redeveloper, then there will 166 off-street parking spaces, of which 56 spaces will be located off site on Lots 12 and 16), as well as approximately 1,000 square feet of retail space on the ground floor of the building; and

(ii) two surface parking lots located at Block 3203, Lots 12, 16 and 17, which will include a total of 79 off-site parking spaces to be used as parking for residents of the building improved on the Property (and, if Lot 17 cannot be acquired by the Redeveloper, then there will be 56 parking spaces will be located off site on Lots 12 and 16), all in accordance with the current District F Zoning within the Redevelopment Plan. It is agreed and understood by the Parties that, in the event Redeveloper does not take title to Block 3203, Lot 17 within nine (9) months of the Effective Date of this First Amendment or prior to the date that it applies for building permits for the Project, whichever date is later, then the number of parking spaces located within Surface Parking Lot II shall be reduced by 23 parking spaces.

c. The definition of "Project Premises" shall be deleted in its entirety and replaced with: "Project Premises" shall mean the land upon which the Project, Project Improvements and Off-Site Improvements shall be constructed.

d. The definition of "School Facility Improvements" shall be deleted in its entirety.

e. The definition of "Surface Parking Lot I" shall be deleted in its entirety and replaced with: "Surface Parking Lot I" shall mean the surface parking lot to be constructed by the Redeveloper on the City Property designated as Block 3203, Lot 12 which will thereafter be used as parking for residents of the housing to be constructed on the Property.

f. The definition of "Off-Site Improvements" shall be added to section 1.01 and shall mean the construction of Surface Parking Lot I and Surface Parking Lot II by Redeveloper as part of the Project.

Section 2. Section 5.01 of the Phase I Redevelopment Agreement entitled "Project" is hereby deleted in its entirety and replaced with the following:

The Redeveloper agrees to undertake the Project. The Redeveloper further agrees that, notwithstanding the Redevelopment Law, it is the Redeveloper's sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of existing utilities in order to complete the Project as provided by this Redevelopment Agreement. Redeveloper shall exercise reasonable efforts to insure the effective coordination between the Project Improvements and Off-Site Improvements and shall reasonably cooperate with the City to ensure that the implementation of the Project does not unreasonably interfere with the operation of existing utilities. Redeveloper agrees to provide all performance and maintenance bonds as required by any Governmental Body or utility company and pursuant to Applicable Laws.

The City approves the Concept Plan, including, but not limited to, site layout, building configuration, building height, building elevations, materials and all other information shown thereon. Furthermore, Redeveloper acknowledges that it will be required to submit more detailed site plans that comply with the Redevelopment Plan for review and approval by the Planning Board in accordance with the Municipal Land Use Law and to comply with the provisions of such

approval. The Project shall include not less than 175,819 square feet of Project Improvements, inclusive of (i) approximately 1,000 square feet of ground floor commercial space; (ii) 173 market rate residential rental units, along with 110 parking spaces on-site; and (iii) the Off-Site Improvements to be dedicated to the residents of the building improved on the Property.

The construction and associated staging of the Project shall not interfere with the course of normal business operations for the surrounding properties.

Section 3. Section 5.06 of the Phase I Redevelopment Agreement entitled “School Facility Improvements” is hereby deleted in its entirety.

Section 4. Exhibit A entitled “Concept Plan” attached to the Phase I Redevelopment Agreement and made part thereof shall be deleted and replaced with the Exhibit A “Concept Plans” attached hereto.

Section 5. Exhibit B entitled “Project Schedule” attached to the Phase I Redevelopment Agreement and made part thereof shall be deleted and replaced with the Exhibit B “Project Schedule” attached hereto.

Section 6. The Parties agree that capitalized terms not defined herein shall have the meaning set forth in the Phase I Redevelopment Agreement, as applicable.

Section 7. Except as expressly amended in this First Amendment, all terms and conditions of the Phase I Redevelopment Agreement, as applicable, shall remain in full force and effect. In the event of a conflict between the terms in this First Amendment and the terms of the Phase I Redevelopment Agreement, the terms of this First Amendment shall control. The Parties shall cooperate with each other with regard to the implementation of this First Amendment and the Project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf by its Authorized Signatory, on or as of the day first above written.

Attest:

City of Orange Township

Clerk

By:

The Honorable Dwayne D. Warren, Mayor

SEAL

Witness/Attest:

B&O Urban Renewal, LLC

By:

Eliyahu Aron, Managing Member

STATE OF NEW JERSEY)
) SS:
COUNTY OF ESSEX)

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DWAYNE D. WARREN, ESQ., who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Mayor of THE CITY OF ORANGE TOWNSHIP, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the City Council; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by DWAYNE D. WARREN, ESQ., the Mayor as and for the voluntary act and deed of said body corporate and politic, in her presence, who thereupon subscribed her name thereto as attesting witness.

Sworn and subscribed to before me this ___ day
of _____, 2023.

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

STATE OF NEW JERSEY)

) SS:

COUNTY OF ESSEX)

BE IT REMEMBERED, that on _____, 2023, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ELIYAHU ARON, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Managing Member of B&O URBAN RENEWAL, LLC, a limited liability company under the laws of New Jersey, and the company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this ___ day
of _____, 2023.

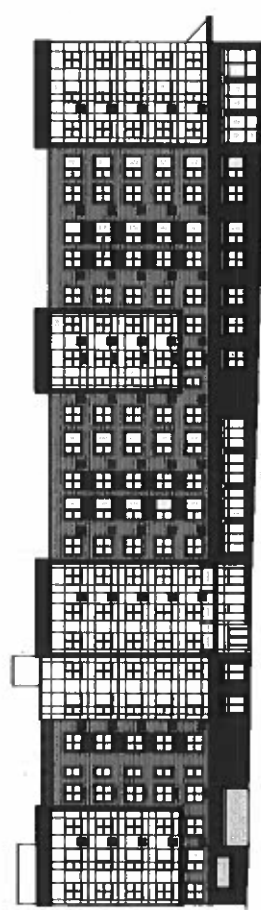
Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

EXHIBIT A
[Concept Plans]

DRAWING INDEX

- A-0 COVER SHEET
- A-1 FIRST FLOOR PLAN
- A-2 TYPICAL FLOOR PLANS FLOORS 2-6
- A-3 ROOF PLAN
- A-4 ELEVATIONS
- A-5 ELEVATIONS

MULTI-FAMILY BUILDING
 B&O URBAN RENEWAL
 ENTITY, LLC
 38-60 BERWYN STREET
 CITY OF ORANGE, NEW JERSEY



Architect
 Planning
 Project Management

**SONNENFELD
 AND TROCCHIA**
 ARCHITECTS P.A.

53 Main Street
 Hightstown, NJ 07733

Tel 732.944.7777
 Fax 732.944.9176
 www.sonnenfeldtrocchia.com

MIXED-USE BUILDING
 SKYVIEW CAPITAL, LLC
 38-60 BERWYN STREET
 CITY OF ORANGE, NJ

ROBERT J. ZIMMERMAN, AIA
 NJ ARCHT

ANDREW L. TROCCHIA, JR., AIA
 NJ ARCHT

NO.	DATE	DESCRIPTION

TITLE:
 COVER SHEET

COMM. NO: 1399764-0
 DATE: 26 MAY 2022
 SCALE: AS NOTED
 DRAWN BY:
 CHECKED BY:
 SHEET:

A-0



SONNENFELD AND TROCCHIA ARCHITECTS P.A.
 53 Main Street
 Holmdel, NJ 07733
 Tel: 732.646.1777
 Fax: 732.646.9376
 www.sonnentfeldandtrocchia.com

MIXED-USE BUILDING
 SKYVIEW CAPITAL, LLC
 38-60 BERYN STREET
 CITY OF ORANGE, NJ

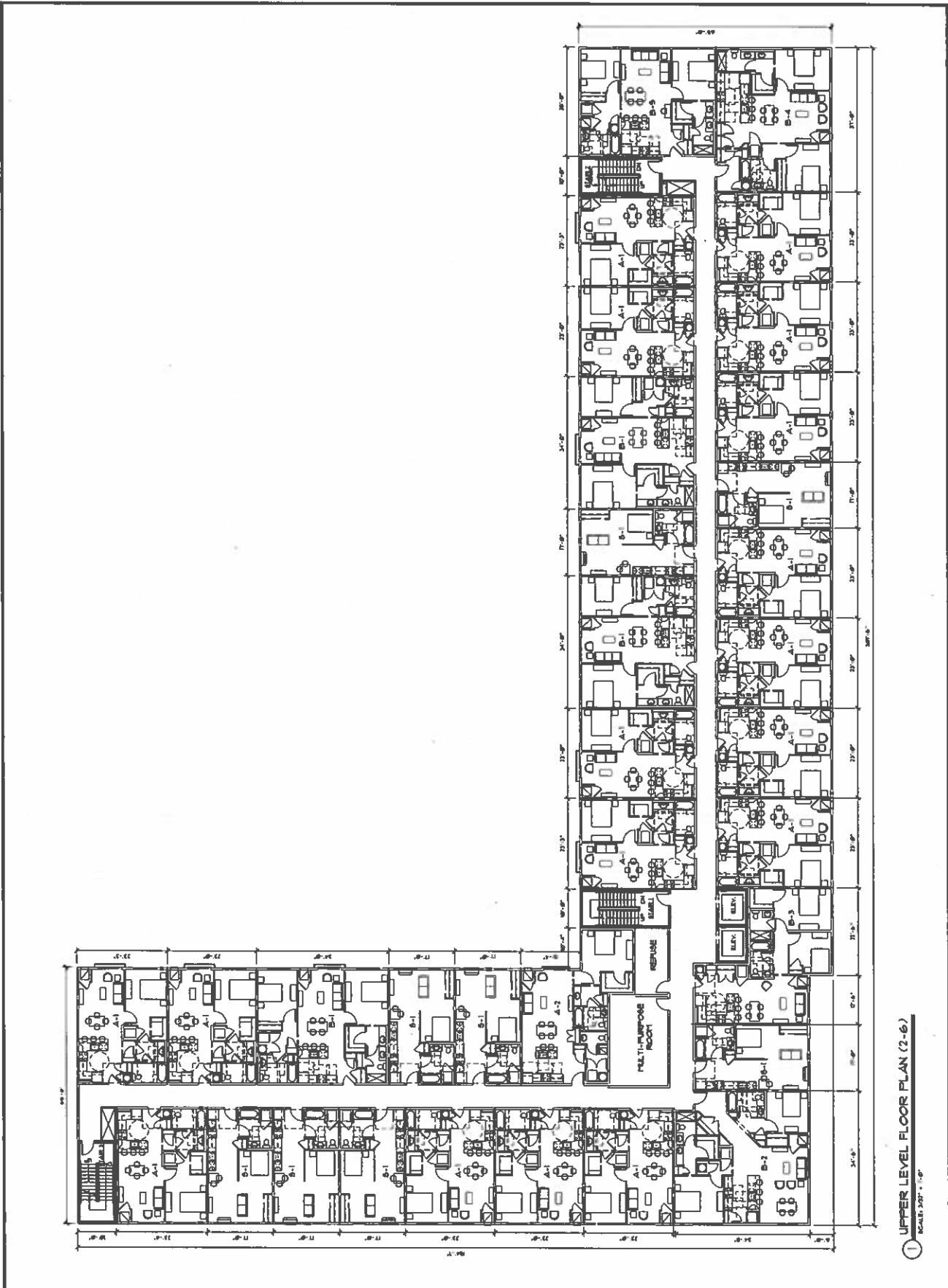
OWNER: SKYVIEW ELD, LLC
 10 PARKWAY
 SUITE 200
 ORANGE, NJ 07067

NO.	DATE	DESCRIPTION

TITLE:
 TYPICAL UPPER FLOOR PLANS
 FLOORS 1-6

CONTRACT NO.: 19591940
 DATE: 26 MAY 2022
 SCALE: AS NOTED
 DRAWN BY:
 CHECKED BY:
 SHEET:

A-2



UPPER LEVEL FLOOR PLAN (2-6)

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

Architects
Planning
Project Management

**SONNENFELD
AND TROCCHIA
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MIXED-USE BUILDING
SKYVIEW CAPITAL, LLC
 CITY OF ORANGE, NJ
 38-60 BERWYN STREET

CREW S. SONNENFELD, AIA
 NJ ARCHITECT

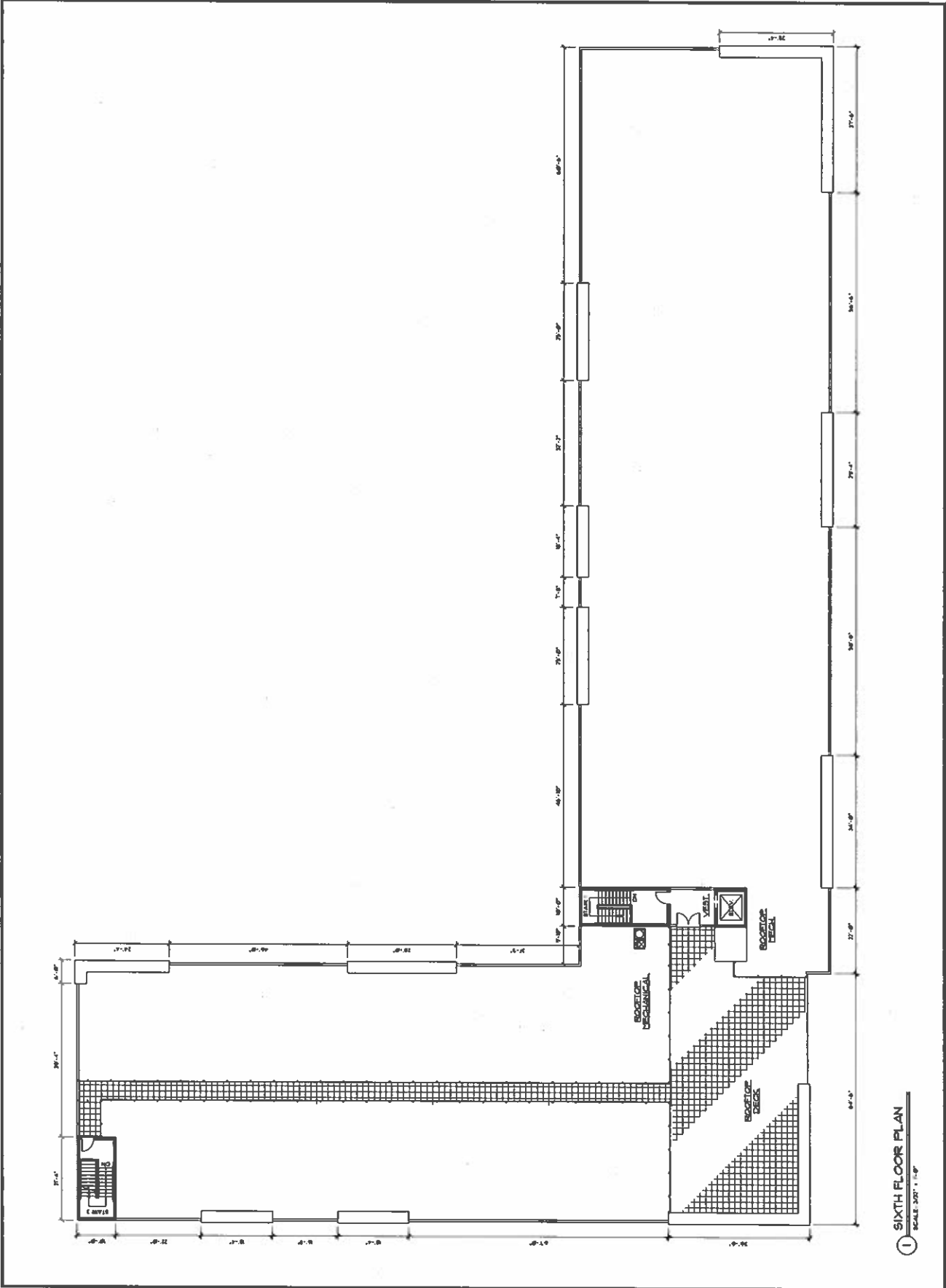
ANDREW J. TROCCHIA, AIA
 NJ ARCHITECT

NO.	DATE	DESCRIPTION

TITLE
ROOF PLAN

COM. NO.: 199396D
 DATE: 26 MAY 2022
 SCALE: AS NOTED
 DRAWN BY:
 CHECKED BY:
 SHEET:

A-3



① SIXTH FLOOR PLAN
 SCALE: 3/32" = 1'-0"

Architecture
 Planning
 Project Management
SONNENFELD AND TROCCHIA ARCHITECTS, P.A.
 55 Mt. Pleasant Rd.
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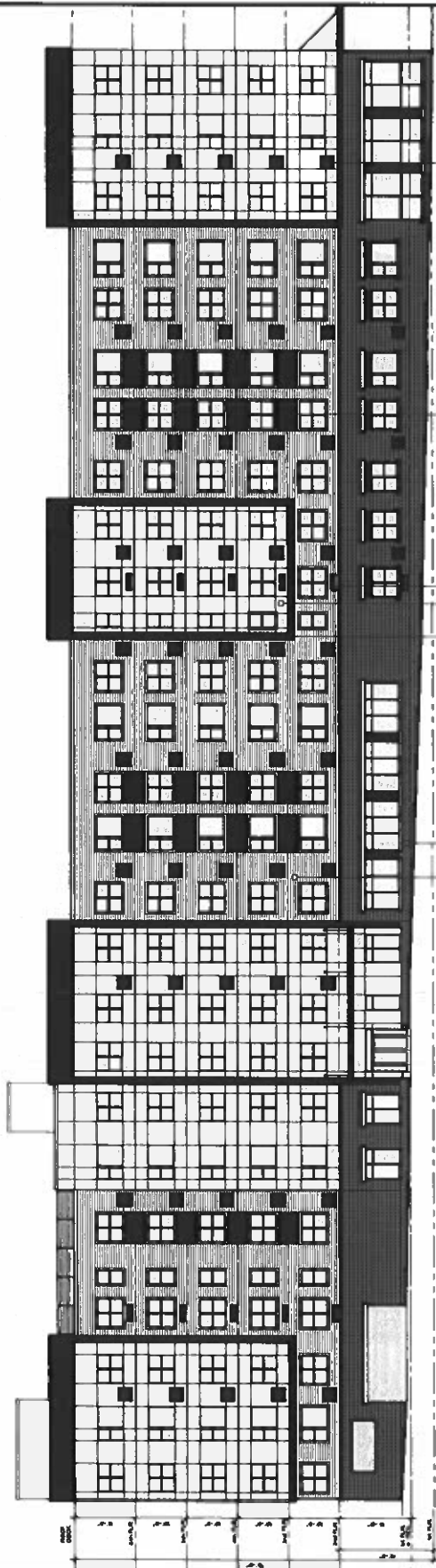
MIXED-USE BUILDING
SKYVIEW CAPITAL, LLC.
 38-60 BERWYN STREET
 CITY OF ORANGE, NJ

PREPARED BY
 SKYVIEW CAPITAL, LLC

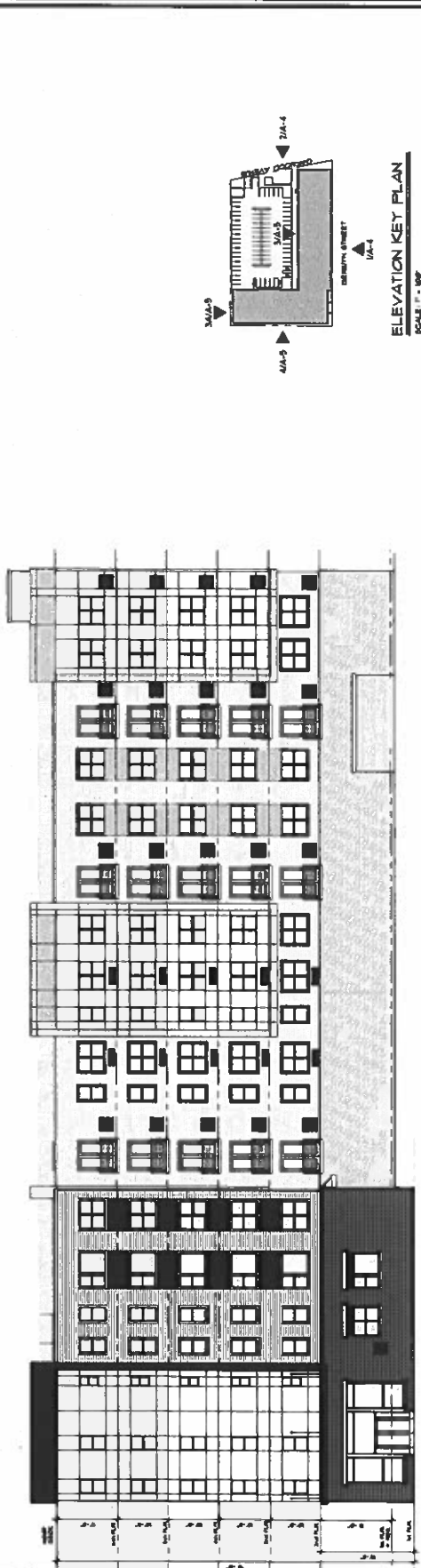
NO.	DATE	DESCRIPTION

COMM. NO. 15PA196-0
 DATE 26 MAY 2022
 SCALE AS NOTED
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 CHECKED BY
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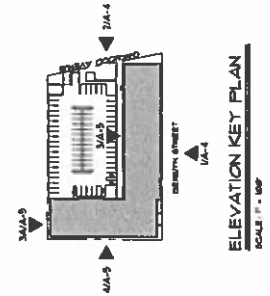
A-4



1 BERWYN STREET ELEVATION
 SCALE: 1/4" = 1'-0"



2 OAKWOOD AVENUE ELEVATION
 SCALE: 1/4" = 1'-0"



ELEVATION KEY PLAN
 SCALE: 1" = 100'

NO. DATE DESCRIPTION REVISIONS	

TITLE: ELEVATIONS

COMM. NO.: US-19-13640
 DATE: 26 MAY 2022
 SCALE: AS NOTED
 DRAWN BY:
 CHECKED BY:

A-5
 SHEET

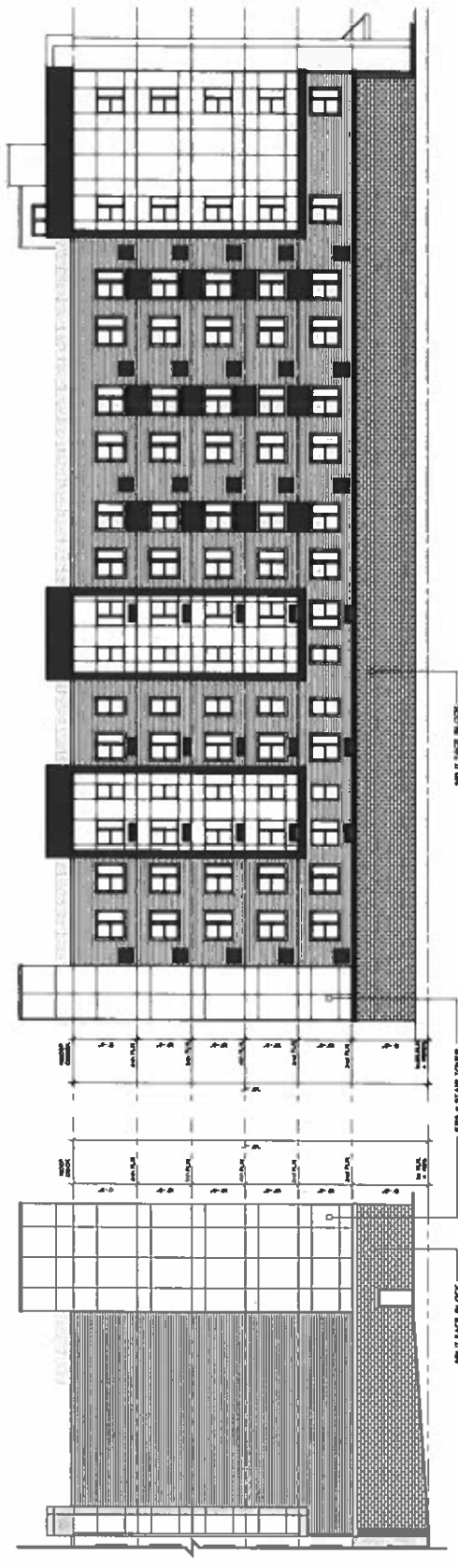
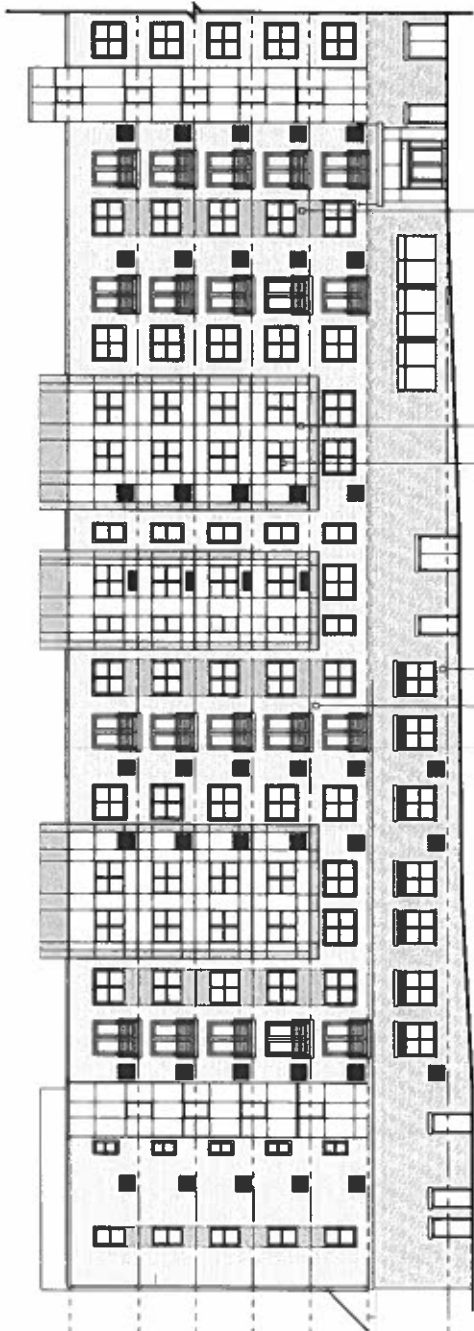
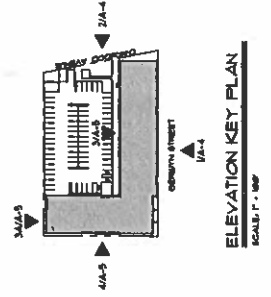


EXHIBIT B
[Project Schedule]

Project Schedule

<u>ACTIVITY</u>	<u>START</u>	<u>END</u>
Site Plan Approval	August 2023	January 2024
Resolution Compliance	January 2024	March 2024
Permitting	March 2024	July 2024
Construction	June 2024	September 2026
Lease Out	August 2026	Novmeber 2026