

1. Conference Meeting Agenda

Documents:

[CA10.16.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.16.18.PDF](#)

3. Resolution(S)

3.I. 224-18

Documents:

[224-18 RAFFLE LICENSES 10.16.18.PDF](#)

3.II. 225-18

Documents:

[225-18 AUTHORIZING CONSENT TO CROWN CASTLE TO SUBLEASE SPACE ON TELECOMMUNICATIONS EQUIPMENT.PDF](#)
[225-18 EXHIBIT TO RESOLUTION PROVIDING CONSENT FOR CROWN CASTLE TO SUBLEASE MONOPOLE AT RECYCLING CENTER.PDF](#)

3.III. 226-18

Documents:

[226-18 AUTHORIZING CANCELLATION OF TAXES ON 8-10 CENTRAL AVENUE.PDF](#)
[226-18 EXHIBIT TO RESOLUTION AUTHORIZING CANCELLATION OF TAXES ON 8-10 CENTRAL AVENUE.PDF](#)

3.IV. 227-18

Documents:

[227-18 OVERPAYMENT RESOLUTION CBJ.PDF](#)

3.V. 228-18

Documents:

[228-18 DEDUCTIONS GRANTED RESOLUTION.PDF](#)

3.VI. 229-18

Documents:

[229-18 SJ RESOLUTION- POLLINATOR GARDEN 2018.PDF](#)

3.VII. 230-18

Documents:

[230-18 DEDUCTIONS GRANTED RESOLUTION.PDF](#)

3.VIII. 231-18

Documents:

[231-18 AWARD OF CONTRACT - WINDING WAY 2018 ROADWAY IMPROVEMENTS PHASE II.PDF](#)

[231-18 AWARD OF CONTRACT - WINDING WAY 2018 ROADWAY IMPROVEMENTS PHASE II.PDF](#)

3.IX. 232-18

Documents:

[233-18 AUTHORIZING ONLINE AUCTION OF SURPLUS PROPERTY.PDF](#)

[232-18 IMPROVEMENT OF LESSING RD. ST. CLOUD AVE. TO EDGEWOOD AVE.-AWARD OF PROFESSIONAL SERVICES CONTRACT.PDF](#)

3.X. 233-18

Documents:

[233-18 AUTHORIZING ONLINE AUCTION OF SURPLUS PROPERTY.PDF](#)

3.XI. 234-18

Documents:

[234-18 ABANDONED CARS 10302018.PDF](#)

3.XII. 235-18

Documents:

[235-18 AUTHORIZING PURCHASE THROUGH STATE CONTRACT VENDOR 10162018.PDF](#)

[235-18 EXHIBIT A PASCACK 10162018.PDF](#)

3.XIII. 236-18

Documents:

[236-18 COMPETITIVE CONTRACT FOR TRAFFIC SAFETY COORDINOR 10162018.PDF](#)

3.XIV. 237-18

Documents:

[237-18 DISCHARGE RESOLUTION-40 BIRCH STREET-BROWN-10-16-](#)

[18.PDF](#)

[237-18 DISCHARGE RESOLUTION-40 BIRCH STREET-BROWN-10-16-18.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2552-18

Documents:

[2552-18 SALARY ORDINANCE- DEPUTY REGISTRAR 10.16.18.PDF](#)

4.II. 2553-18

Documents:

[2553-18 AMENDMENT TO CHAPTER 7 - TRAFFIC - PVW.PDF](#)

4.III. 2554-18

Documents:

[2554-18 ORDINANCE REVISING CHAPTER 4-1.3.PDF](#)

5. ABC Hearing

5.I. 610-18

Documents:

[610-18 PLACE TO PLACE - EXTENSION OF PREMISES - DON JUAN 10.16.18.PDF](#)

CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, October 16, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Council President McCartney (Mayor Parisi)

=====

6:30 P.M

- **Community Outreach Project – Holiday Collection for Our Troops - Suzanne Pennell**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

October 16, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

**Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting September 25, 2018**
- 5. *Report of Township Officers – None**
- 6. *Reading of Petitions and Communications and Bids – Correspondence from Mayor Robert Parisi for advice and consent of the Township Council for the appointment of Karen Roschelle Mengden to the West Orange Library Board effective immediately and expiring December 31, 2020.**
- 7. *Bills**
- 8. *Resolutions**
 - a. 224-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - b. 225-18 Resolution Authorizing the Township to Consent to the Sublease of Space on a Telecommunications Monopole Located at the Township's Recycling Center Pursuant to a Lease Agreement (Legal-Moon)
 - c. 226-18 Resolution Authorizing the Cancellation of Property Taxes and Sewer Charges on the Property at 8-10 Central Avenue Following the Township's Purchase of the Property (Legal-Moon)
 - d. 227-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer due to an Overpayment of Taxes Due to a County Board Judgment (Gagliardo)

- e. 228-18 Resolution Authorizing the Collector of Taxes to Adjust 2018 Tax Bills for Properties That Have Been Granted a Senior Citizen or Veteran Deduction for the 2018 Tax Year (Gagliardo)
- f. 229-18 Resolution of Support from the Township of West Orange Authorizing a Sustainable Jersey Grant Application (Grant Writer-Kapura)
- g. 230-18 Resolution Authorizing the Collector of Taxes to Adjust 2018 Tax Bills for Properties That Have Been Granted a Senior Citizen or Veteran Deduction for the 2018 Tax Year (Gagliardo)
- h. 231-18 Resolution Authorizing an Award of Contract for the Winding Way 2018 Roadway Improvements – Phase II to JTG Construction, 188 Jefferson Street, Suite 387, Newark, NJ 07105, in the Amount of \$374,050.00 (Lepore)
- i. 232-18 Resolution Authorizing a Professional Services Contract to Keller & Kirkpatrick, 301 Gibraltar Drive, Suite 2A Morris Plains, N.J. 07950 to Provide Professional Engineering Services for the Improvement of Lessing Road for a Fee NTE \$19,600.00. (Lepore)
- j. 233-18 Resolution Authorizing Disposal of Surplus Property (DeSantis)
- k. 234-18 Resolution Authorizing the Auction of Abandoned Vehicles (DeSantis)
- l. 235-18 Resolution Authorizing the Purchase of Computer Equipment for the West Orange Police Department by a State Contract Vendor (DeSantis)
- m. 236-18 Resolution Authorizing the Competitive Contracting Process to Hire a Community Traffic Safety Program Coordinator (DeSantis)
- n. 237-18 Resolution Authorizing a Discharge of Mortgage for Property at 40 Birch Street, West Orange, Block 37, Lot 26 (Planning)

9. Ordinances on Second and Final Reading

- a. 2552-18 An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel – Deputy Registrar/Keyboarding Clerk 3 (Gross)
- b. 2553-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1, Speed Limits in General, and Subsection 7-33, School Zones, of the Revised General Ordinances of the Township of West Orange – Pleasant Valley Way (Lepore)
- c. 2554-18 An Ordinance Amending Chapter 4, Section 1.3 of the Revised General Ordinances of the Township of West Orange (Sweeping Litter, Garbage, Refuse or Rubbish into Gutter Prohibited) (Legal-Maier)

The revised ordinance would amend Chapter 4, Section 1.3 to include the word grass.

10. Ordinances on First Reading - None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. 610-18 Place to Place Transfer-Extension of Premises to 4 Corners Deli, LLC t/a Don Juan Restaurant, Plenary Retail Consumption License No. 0722-33-021-003, 55 Kingsley Street, West Orange, NJ 07052

13. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
St. Cassian RC Church On Prem 50/50	October 19, 2018	481 Eagle Rock Ave.	7533

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

Susan McCartney
Council President

Adopted: October 16, 2018

RESOLUTION

WHEREAS, on or about February 28, 2006, the Township of West Orange (the “Township”) entered into a Lease Agreement (the “Lease”) and Co-Location Agreement, annexed hereto as Exhibit “A,” with Omnipoint Communications, Inc. (“Omnipoint”) which allowed Omnipoint to install a 150-foot cellular tree monopole (the “Monopole”) on the property adjacent to the West Orange Recycling Center on block 170, Lot 5.01 on the West Orange Tax Map; and

WHEREAS, Omnipoint merged into Omnipoint Facilities Network 1, LLC then again into T-Mobile Northeast LLC, and

WHEREAS, T-Mobile Northeast then assigned its interest in the Lease and Co-Location Agreement to T-Mobile USA Tower LLC; and

WHEREAS, T-Mobile USA Tower LLC then subleased to CCTMO LLC who has power of attorney for T-Mobile USA Tower LLC (“CCTMO”); and

WHEREAS, pursuant to Paragraph 6 of the Lease, CCTMO requires the Township’s consent prior to the subleasing of space on the Monopole; and

WHEREAS, CCTMO has requested the Township’s consent to sublease space on the Monopole to Sprint Spectrum, L.P. (“Sprint”) as set forth in a letter annexed hereto as Exhibit “B;” and

WHEREAS, CCTMO has advised that the expected rent from Sprint will be \$1,950 per month; and

WHEREAS, pursuant to paragraph 2(b) of the Co-Location Agreement, the Township is entitled the rent from any sublease of space on the Monopole.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to consent to the sublease as set forth in Exhibit “B;” and be it further

RESOLVED that the Mayor shall be authorized to execute the letter annexed hereto as Exhibit **"B."**

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

Susan McCartney
Council President

Adopted: October 16, 2018

Exhibit “A”

**GROUND LEASE AGREEMENT BETWEEN THE
TOWNSHIP OF WEST ORANGE AND OMNIPPOINT
COMMUNICATIONS, INC. ("LICENSEE")
CONCERNING ELLISON AVENUE SITE**

1. Premises and Use. Township of West Orange leases to Omnipoint Communications, Inc. the following site:

Portion of property owned by the Township of West Orange situated adjacent to the West Orange Recycling Center, on Mt. Pleasant Avenue opposite Ellison Avenue, West Orange, known as Block 170, Lot 5.01 on the West Orange Tax Map, as shown on attached Exhibit A ("Ellison Avenue Site") shall be for the purpose of erecting a 150 foot cellular tree monopole and installing a pad to house the Licensee's necessary equipment ("Communication Facility"). Licensee shall have access to the Site across Lenape Trail.

The Licensee will have reasonable access thereto and to the appropriate source of electric and telephone facilities, at Licensee's sole cost and expense. The Site will be used by Licensee the purpose of constructing, installing, removing, replacing, modifying, maintaining and operating, at its sole cost and expense a wireless communication facility. This shall include without limitation, antenna equipment, cable wiring, and related fixtures. Licensee will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

All approvals and construction shall be in conformance with all applicable laws.

2. Term. The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date ("Commencement Date") both Licensee and the Township of West Orange have executed this Agreement. This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five years each, unless Licensee provides the Township of West Orange with notice of intention not to renew. This notice must be ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. The rent, payable at the initial rate of \$2,657.00 per month ("Initial Rent"), shall commence no later than the earlier of the following dates: (i) forty-five (45) days after issuance of a building permit; or (ii) sixty (60) days after zoning and/or planning board approval. Rent is due no later than the first of each month payable to the Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer. The Initial Rent for each year, beginning in the sixth year and continuing in each Renewal Term, will increase by five percent (5%) per annum as provided in paragraph 4 immediately below.

4. Rent Adjustments. Commencing with the first full month of the sixth year, the Rent shall be increased after the end of each year during the term of the Lease, including any extensions, by five (5%) percent per annum.

5. Title and Quiet Possession. The Township of West Orange represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Licensee is entitled to access to the Site at reasonable times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Licensee is not in default beyond the expiration of any cure period; and (e) that the Township of West Orange will not have unsupervised access to the Site or to the wireless communications equipment except in the event of an emergency. In the event of an emergency, the Township of West Orange will make reasonable efforts to notify Licensee. Licensee shall provide the Township with an emergency phone number and contact person whom is available at all times.

6. Assignment/Subletting. This Agreement may be sold, assigned, or transferred by Licensee to its principal affiliates, subsidiaries of its principals, or to any entity which acquires all, or substantially all, of Licensee assets in the market defined by the FCC. As to other parties, this Agreement may not be sold, assigned, or transferred without written consent of the Township of West Orange, which consent shall not be unreasonably delayed or withheld.

In the event of an assignment, Licensee shall be required to provide the Township of West Orange with notice including an address, contact, and telephone number within thirty (30) days. Licensee is also required to provide all documentation evidencing that the assignee or transferee is fully liable and accepts all the terms and conditions of the agreement within thirty (30) days of the assignment

7. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below.

8. Improvements. Licensee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for operation of the wireless communications system in accordance with applicable law. The Township of West Orange agrees to cooperate with Licensee with respect to obtaining any required approvals or courtesies for the Site and such improvements. Upon termination or expiration of this Agreement, Omnipoint shall remove its equipment and improvements and will restore the site to the same or better condition as exists on the Commencement Date, except for ordinary wear and tear, within ninety (90) days of such termination or expiration. However, the Township of West Orange, at its option, may request that the Successful Bidder leave all site improvements including the Tree Monopole. If the Township so requests, said improvements and structures shall become the property and responsibility of the Township of West Orange in their "as is" condition at the date the site is relinquished to the Township and an appropriate Bill of Sale shall be executed. Notwithstanding the foregoing, Omnipoint shall have the right to remove its antennas and equipment cabinets, which shall be considered Omnipoint's personal property.

9. Compliance with Laws. The Township of West Orange represents that it's property (including the Site), and all improvements located thereon, are in compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental

authorities. Licensee will comply with all applicable laws relating to its possession and use of the Site.

10. Interference. Licensee shall promptly resolve technical interference problems with other equipment located at or near the Site if interference is caused by Licensee. In addition, Township of West Orange will not use, nor will Township of West Orange permit its employees, tenants, licensees, invitees or agents to use, any portion of the Ellison Avenue Site in any way which unreasonably interferes with the operations of Licensee or the rights of Licensee under this Agreement. Township of West Orange will attempt to cause such interference to cease within five (5) business days after receipt of written notice of interference from Licensee. In the event such interference does not cease within the aforementioned cure period then the parties acknowledge that Licensee will suffer irreparable injury, and therefore, Licensee may have the right, in addition to any other rights that it may have at law or in equity, for the Township of West Orange's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Township of West Orange.

11. Utilities. Licensee shall pay for all utilities used by it at the Site. The Township of West Orange will cooperate with Licensee in its effort to obtain utilities from the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

12. Termination. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 13 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Township of West Orange, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Licensee; or

(c) by Licensee on sixty (60) days prior written notice for any reason, so long as Licensee pays the Township of West Orange a termination fee equal to twelve (12) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of termination of this Agreement by Licensee under any one or more of 12(b) Termination, 13 Default, 15(d) Hazardous Substances, 22 Severability, 23 Condemnation or 24 Casualty of this Agreement.

(d) Licensee may terminate this Agreement with thirty (30) days written notice to the Township of West Orange without further liability if Licensee does not obtain all governmental approvals needed which are within the control of the Township of West Orange after Licensee has taken all steps necessary and met all requirements needed to obtain such approvals, or if the Township of West Orange fails to have proper ownership of the site or authority enter into this Agreement.

13. Default. If either party is in default under this Agreement for a period of (a) twenty (20) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice

from the non-faulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

14. Indemnity.

(a) Licensee agrees to indemnify, defend and hold Township of West Orange and its employees, agents, and representatives harmless from and against any and all injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the gross negligence, or intentional act of Township of West Orange, its employees, agents or independent contractors.

(b) Notwithstanding anything to the contrary in this Agreement, Licensee and Township of West Orange each waive any claims that each may have against the other with respect to consequential, incidental or special damages.

15. Hazardous Substances.

(a) Township of West Orange represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Township of West Orange's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Township of West Orange and Licensee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to the party's activity conducted in or on the Property.

(b) The Township of West Orange and Licensee shall not introduce or use any substance, chemical or waste (collectively "Hazardous Substance") on the Property in violation of any applicable law. Each party agrees to indemnify and hold harmless the other from any contamination or hazardous conditions resulting in any environmental remediation, actions, or law suits that directly relate to or arise from the indemnitor's activities on the Property, except those caused by the indemnitee's negligence or willful misconduct.

(c) The indemnifications of this Paragraph 15 Hazardous Substances specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 15 Hazardous Substances will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for

Licensee's use, or if Licensee receives written notice of a violation of any governmental law or regulation, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Township of West Orange provided such condition is not present as a direct result of Licensee's facilities or use of the Premises and/or Property.

16. Environmental. The Township of West Orange and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs of damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the Indemnifying Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards or liabilities or standards of contact with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect or (ii) any environmental or industrial hygiene conditions that arise out of or in any way related to the conditions of the property and activities conducted by the Party thereon, unless the environmental conditions are caused by the other Party.

17. Taxes. Licensee shall be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site.

18. Insurance. Licensee shall file a certificate of liability insurance with the Township of West Orange upon the execution of this Agreement. An insurance certificate shall confirm that cancellation of the subject insurance policy will not occur without at least a thirty (30) day prior written notice to the Township of West Orange. The insurance policy shall be a commercial general liability occurrence type insurance policy issued by a duly licensed company in the State of New Jersey, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. It shall state that the insurance company waives all rights of recovery against the Township of West Orange in connection with any damage covered by such party. All co-locators, upon execution of any agreement to co-locate at this Site, shall procure similar insurance at the same level and limits as the Licensees herein, and provide a certificate of liability insurance to the Municipal Clerk, Purchasing Director, Town Attorney and Township Engineer of West Orange. The Insurance certificate shall be due (5) days before any construction commences. All insurance shall be properly renewed no less than thirty (30) days before each anniversary during term of this agreement. All insurance certificates and coverages shall be subject to approval by the Town Attorney.

19. Maintenance. Licensee shall be responsible for repairing and maintaining the wireless communications system and any other improvements installed by Licensee at Site in a proper operating and reasonably safe condition. All property maintenance laws of the Township shall be strictly complied with.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of New Jersey; (c) This Agreement (including the Exhibits) constitutes the

entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (e) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailed party.

21. Collateral Assignment. The Township of West Orange hereby (a) consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of any indebtedness ("Lender") borrowed by Licensee, whether now or hereafter existing, in and to the Installation and Licensee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide the Lender with a copy of any notice of default sent to Licensee within fifteen (15) days of said notice and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; (c) agrees to recognize Lender as Lessee under this agreement upon written election of Lender so long as any existing default has been cured as provided hereunder. The Township of West Orange hereby further agrees to permit Lender to inspect or remove from the Property any of the collateral in which Lender has been granted a security interest by Licensee in accordance with any security documents granted in favor of Lender, subject to the Township of West Orange's statutory liens. Licensee's assets, whether attached to or otherwise brought onto the premises, shall at all times remain personal property and shall not be considered fixtures, and at Licensee's option may be removed by Licensee at any time during the term hereof or any subsequent renewal terms.

22. Municipal Approvals and Aesthetics. Licensee shall install or extend any existing approved fence. The fence shall match any existing fence. Licensee shall plant dense landscaping along the new portion of the fence with an initial planting height six to eight feet, subject to the approval of the Township Planner. Licensee shall install three additional branches on the Tree Monopole tree, subject to the approval of the Township Planner.

23. Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

24. Condemnation. In the event the Township of West Orange receives notification of any condemnation proceedings affecting the Property, Township of West Orange will provide notice of the proceeding to Licensee within five (5) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses,

provided that any award to Licensee will not diminish Township of West Orange's recovery. Licensee will be entitled to reimbursement for any prepaid Rent on a prorated basis.

25. Casualty. Township of West Orange will provide notice to Licensee of any casualty affecting the Property within thirty (30) business days of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to the Township of West Orange, which termination will be effective thirty (30) days after written notice thereof is received by the Township. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee under Licensee's insurance policies on account thereof. Notwithstanding the foregoing, Licensee will not be entitled to any insurance proceeds under the Township of West Orange's insurance policies or any third party.

26. Exhibits and Drawings. The following Exhibits and Drawings are attached to and made part of this Agreement: Exhibit A - Site Description, Exhibit B - Property Name

27. Contingency of Agreement. This Agreement is contingent upon the Township obtaining full legal title to the property described in paragraph 1 of this Agreement and more particularly described in Exhibit A of this Agreement.

(Co-Location Agreements).

Drawing A - Bidder Name (equipment at) Property Name (Site).

THE TOWNSHIP OF WEST ORANGE:

BY: _____

The Honorable Mayor John F. McKeon
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

2/28/06

Date

ATTEST:

Nancy R. O'Hara
Nancy R. O'Hara, R.M.C.
The Clerk of the Township of West Orange
66 Main Street
West Orange, New Jersey 07052

2/28/06

Date

OMNIPOINT COMMUNICATIONS, INC.

BY: _____

Bryan J. Fleming
Director of Engineering & Operations
4 Sylvan Way
Parsippany, NJ 07054

2/17/06

Date

WITNESS:

Eileen Reynolds
Name and Title
Leasing Specialist
Eileen Reynolds

2/17/06

Date

EXHIBIT A

Site Name(s): Ellison Avenue Site
Property Name

Site Descriptions:

Site situated in the Township of West Orange, County of Essex, State of New Jersey commonly described as follows:

Block 170, Lot 501 (formerly Block 170, Lot 20)

Legal Description of Ellison Avenue Site:
Property Name

Sketch of Site:

See Drawing A: Omnipoint Equipment at Ellison Avenue Site attached hereto as LE1, LE2, LE 3, and LE 4.

The Township of West Orange

Initials

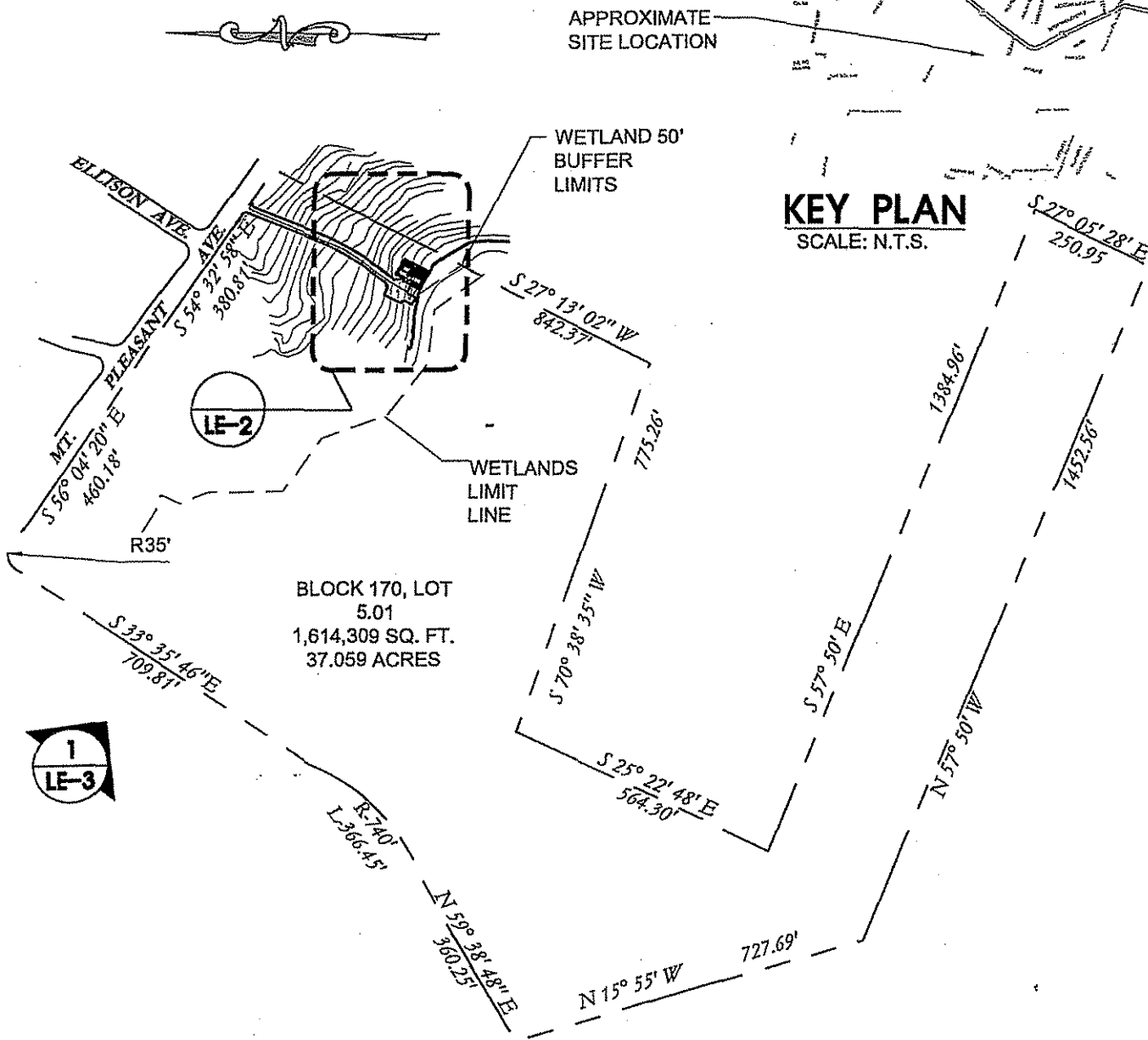
JAN

Omnipoint Communications, Inc.
Bidder Name

Initials

BA

Note: The Township of West Orange and Omnipoint Communications, Inc. may, at Omnipoint Communications, Inc.'s option, replace the Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.



NOTE:

1. LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORESEEN CONDITIONS.
2. THE INFORMATION SHOWN IS TAKEN FROM SITE MEASUREMENTS PERFORMED BY "LULAY & ILLESCAS ASSOCIATES, INC." AT THE SITE VISIT.
3. 24 / 7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
4. LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE DETERMINED IN THE DESIGN PHASE.
5. CONSTRUCTION DRAWING SIGN-OFF BY OWNER SHALL SUPERCEDE LEASE EXHIBIT.
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.

SITE PLAN

SCALE: 1"=60'

NOTE:
LOCATION BASED SYSTEM
(E-911 EQUIPMENT) TO BE
INSTALLED (NOT DEPICTED)

LULAY & ILLESCAS ASSOCIATES, INC.
ENGINEERS • DEVELOPERS
SUITE 2
RANDOLPH, NEW JERSEY 07069
(973) 442-2222

REV. NO.	DATE	DWG. TITLE:		PROJECT NO:
		SITE PLAN		05113
△	9/22/05	SITE ID:	NJ-06-710	DRAWING NO: LE-1
△	9/20/05	CLIENT:	OMNIPOINT	
DATE:	9/20/05	SITE ADDRESS:	WEST ORANGE MT. PLEASANT AVE. WEST ORANGE, NJ	
DRAWN BY:	CAD			

PROPOSED PANEL
ANTENNAS (TYP. OF
2 PER SECTOR)



PROPOSED
EQUIPMENT
CABINETS ON A
4'X20' CONCRETE
SLAB

PROPOSED POST
MOUNTED PPC
CABINET & METER

PROPOSED 150'
TREE LIKE POLE



PROPOSED 12'
GATE

PROPOSED
UNDERGROUND
POWER AND
TELCO SERVICE
TO EXISTING
UTILITY POLE

EQUIPMENT PLAN

SCALE: 3/32"=1'-0"

NOTE:

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6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.

LEASE AREA
10' X 20' = 200 SQUARE FEET

LULAY & ILLESCAS ASSOCIATES, INC.
ENGINEERS • DEVELOPERS
59 QUAKER CHURCH ROAD
SUITE 2
RANDOLPH, NEW JERSEY 07049
(973) 442-2222

REV. NO.	DATE
1	9/22/05
2	9/22/05
3	9/20/05
DATE: 9/20/05	
DRAWN BY: CAD	

DWG. TITLE:

EQUIPMENT PLAN

SITE ID:

NJ-06-710

CLIENT:



OMNIPPOINT

SITE ADDRESS:

WEST ORANGE
MT. PLEASANT AVE.
WEST ORANGE, NJ

PROJECT NO:

05113

DRAWING NO:

LE-2

PROPOSED 7'
CHAIN
LINK FENCE



PROPOSED
CINGULAR
WIRELESS
CABINETS ON
A CONCRETE
SLAB

PROPOSED
CRUSHED
STONE SURFACE

PROPOSED
CSC CABINET

PROPOSED
METER STACK

SECTOR
30°
FUTURE CARRIER

SECTOR
270°
15'

FUTURE CARRIER
20' 10'

SECTOR
150°
22'

54'

19'-6"

10'

39'

4'-3"

15'-3"

R5'

TOP OF TREE POLE
150' A.G.L.

147'-6" TO ϕ OF OMNIPOINT ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

137'-6" TO ϕ OF CINGULAR ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

127'-6" TO ϕ OF FUTURE ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

117'-6" TO ϕ OF FUTURE ANTENNAS
4 ANTENNAS PER SECTOR - 12 TOTAL

PROPOSED 150 FT. HIGH
TREE-LIKE MONOPOLE

PROPOSED OMNIPOINT
CABLE BRIDGE

PROPOSED OMNIPOINT
EQUIPMENT ON CONCRETE SLAB

PROPOSED CINGULAR
CABLE BRIDGE

PROPOSED CINGULAR
EQUIPMENT ON
CONCRETE SLAB

NEW 7' CHAIN LINK
FENCE

NOTE:

1. LEASE EXHIBITS SUBMITTED ARE A CONCEPTUAL DESIGN OF THE LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL/ENGINEERING CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING CODES AND ANY UNFORESEEN CONDITIONS.
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3. 24 / 7 ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.
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6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO CONSTRUCTION PHASE.

1

LE-3

MONOPOLE ELEVATION

SCALE: 1"=20'

LULAY & ILLESCAS ASSOCIATES, INC.
ENGINEERS • DEVELOPERS
99 QUAKER CHURCH ROAD
SUITE 2
RANDOLPH, NEW JERSEY 07109
(973) 442-2222

REV. NO.	DATE
△	9/22/05
△	9/22/05
△	9/20/05
DATE:	9/20/05
DRAWN BY:	CAD

DWG. TITLE:

MONOPOLE ELEVATION

SITE ID:

NJ-06-710

CLIENT:



OMNIPOINT

SITE ADDRESS:

WEST ORANGE
MT. PLEASANT AVE.
WEST ORANGE, NJ

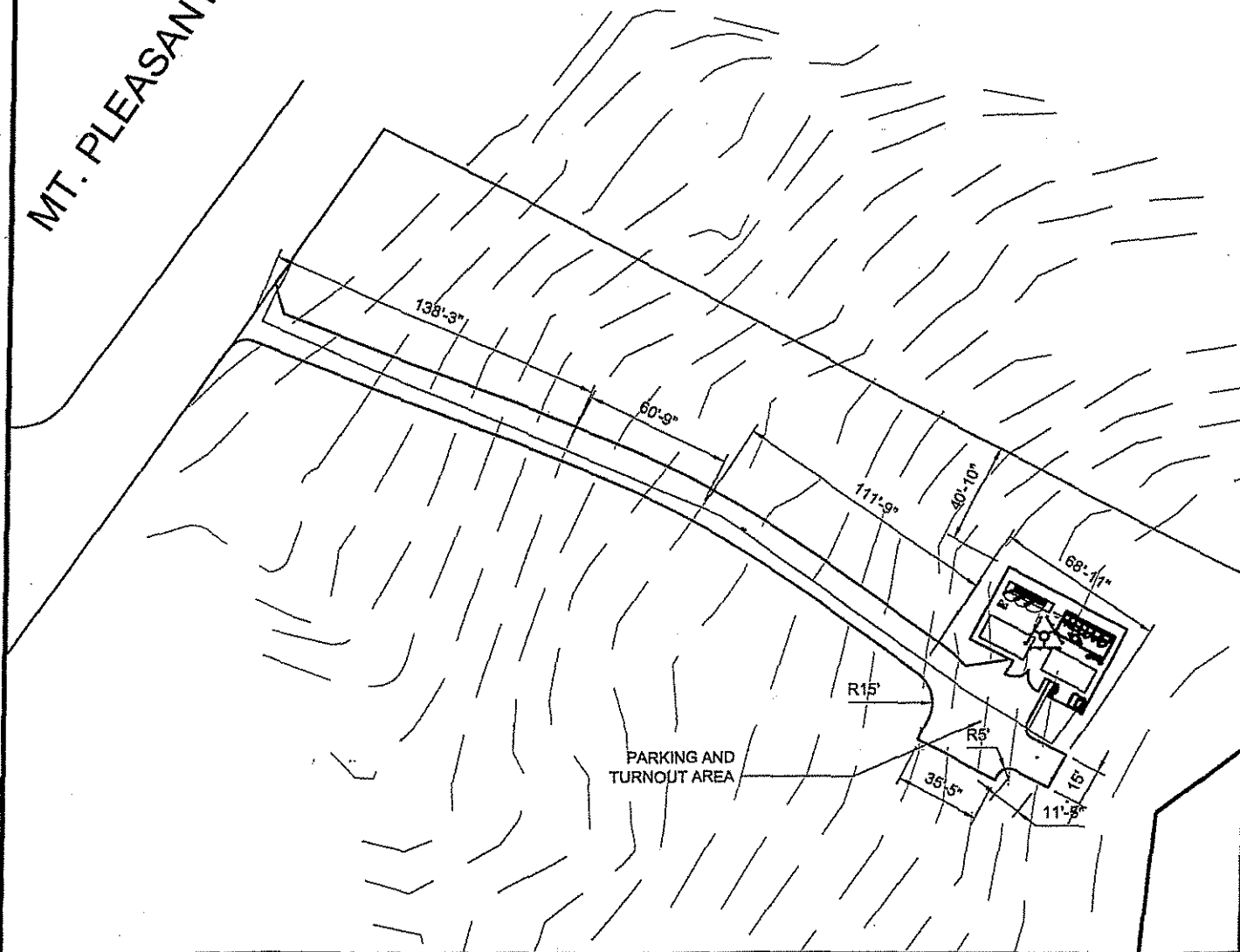
PROJECT NO:

05113

DRAWING NO:

LE-3

MT. PLEASANT AVE.



NOTE:

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2. THE INFORMATION SHOWN IS TAKEN FROM SITE MEASUREMENTS PERFORMED BY "LULAY & ILLESCAS ASSOCIATES, INC." AT THE SITE VISIT.
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ACCESS ROAD PLAN

SCALE: 1"=50'



REV. NO.	DATE	DWG. TITLE:		PROJECT NO:
		ACCESS ROAD PLAN		05113
1	9/22/05	SITE ID:	NJ-06-710	DRAWING NO: LE-4
2	9/20/05	SITE ADDRESS:	WEST ORANGE MT. PLEASANT AVE. WEST ORANGE, NJ	
DATE:	9/20/05	CLIENT:	OMNIPOINT	
DRAWN BY:	CAD			

EXHIBIT B

CO-LOCATION AGREEMENT

Ellison Avenue Site

CO-LOCATION AGREEMENT

This Co-Location Agreement is being entered into on this _____ day of October, 2005 by New Cingular Wireless PCS, LLC ("New Cingular"), having an address at _____, and Omnipoint Communications, Inc. ("Omnipoint"), having an address at 4 Sylvan Way, Parsippany, New Jersey 07054, and the site owner, the Township of West Orange, a municipal corporation organized and existing under and by virtue of the laws of the State of New Jersey, located in the County of Essex, State of New Jersey ("Township").

WHEREAS, Township owns the Ellison Avenue Site ("Site") and has approved a lease to Omnipoint under a Ground Lease Agreement ("Ground Lease Agreement") for the purpose of constructing, managing and owning an Antenna for wireless communication purposes.

WHEREAS, this Agreement addresses certain obligations among Omnipoint, New Cingular, and the Township under Ground Lease Agreement and this co-location agreement.

NOW, THEREFORE, the parties to this agreement agree as follows:

1. Cellular Tree Monopole ("Monopole").

- (a) New Cingular and Omnipoint shall be responsible 100% of the costs and expenses associated with their equipment or other items used for the exclusive benefit of Omnipoint or New Cingular, respectively.
- (b) Omnipoint shall be responsible for the removal of the Monopole or any associated parts there of and restoration of the Ellison Avenue Site, normal wear and tear exempted. New Cingular is responsible for removing all its equipment at the end of this Agreement, normal wear and tear exempted.
- (c) Notwithstanding the forgoing provisions of this paragraph, if any cost or expense hereunder arises from negligence or intentional misconduct of New Cingular or Omnipoint or their respective employees, agents or representatives, New Cingular or Omnipoint shall be responsible for their share of such costs and expenses in proportion to their comparative responsibility.
- (d) The rent, payable at the initial rate of \$2,657 per month ("Initial Rent"), shall commence no later than the earlier of the following dates: (i) forty-five (45) days

after issuance of a building permit; or (ii) sixty (60) days after zoning and/or planning board approval. Rent is due no later than the first of each month payable to the Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer. The Initial Rent for each year, beginning in the sixth year and continuing in each Renewal Term, will increase by five percent (5%) per annum.

- (e) The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the date ("Commencement Date") both Licensee and the Township of West Orange has executed this Agreement. This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless Licensee provides the Township of West Orange with notice of intention not to renew. This notice must be ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

2. Subsequent Co-Licensees.

- (a) Omnipoint shall have the right to reimbursement for construction costs of the Monopole. However, all rents shall be payable to the Township of West Orange. Township has the sole right to negotiate the rent. For purposes hereof, the effective date of subsequent co-Licensees' obligations hereunder shall commence on the Commencement Date under each subsequent Co-Licensee's Ground Lease Agreement ("Effective Date").
- (b) Prior to utilization by any subsequent Co-Locator of the Monopole for the provision of wireless telecommunications services, such subsequent Co-Locator shall sign an agreement which shall (i) be in form reasonably determined by Omnipoint, (ii) 100% of the rent is to be paid to the Township of West Orange, and (iii) Co-Locators agree to share the site development costs with Omnipoint, as specified in Paragraph 2(c) herein.
- (c) The Co-Locator shall pay, prior to its use of the Monopole or Monopole Site, as reimbursement to Omnipoint, an amount equal to its pro-rata share, based upon the numbers of users (i.e.) the Co-Locators and Omnipoint of the following costs and expenses (Pro Rata Reimbursement Payment):
 - (i) Development, design and construction of the Monopole and Site, including, but not limited to, equipment, utility connections, access road improvement, security fence, shelter buildings, and other items to be constructed, installed or improved to bring about the full use of the Monopole and Monopole Site (collectively "initial costs").
 - (ii) The Co-Locator shall pay annually, at the end of each calendar year, as reimbursement to Omnipoint, an amount equal to its pro rata share of the following costs and expenses: maintenance and repair of the Monopole and Monopole Site, as reasonably determined by Omnipoint; any

increase in real property taxes attributed solely to any improvements to the Monopole Site made by Omnipoint, or by Co-Locator (or by any other co-Licensee, sub-Licensee, or other user of the Monopole or Monopole Site); and any personal property taxes assessed upon, or arising from use of, the Monopole or Monopole Site; any other taxes payable by Omnipoint pursuant to the Ground Lease Agreement; provided, however, that if Omnipoint determines, in its reasonable discretion, that it would be inequitable and result in a material, disproportionate financial burden, or any user of the Monopole or Monopole Site to allocate such taxes on a pro rata basis, based upon the number of users (for example, due to Co-Locator's facilities on the Monopole Site having disproportionately high value in comparison to the other facilities installed on the Monopole, or due to such personal property taxes being separately billed to, and payable by, the various users of the Monopole Site), then Omnipoint shall, in its reasonable discretion, determine a more equitable means of pro rating such taxes.

3. **Division and Sharing of Rent.** All rent shall be payable to the Township of West Orange. Co-Locators shall not pay rent to Omnipoint.

4. **Indemnification.** Omnipoint and New Cingular shall defend, indemnify and hold harmless the other and the Township of West Orange for any claim, costs or expenses including reasonable attorney's fees arising from the installation, use, maintenance, repair or removal of the Communication Facility or resulting from the breach of Omnipoint's or New Cingular's obligations or failure to perform as required thereunder, except to the extent attributable to the gross negligence or intentional act of the Township of West Orange, its employees, agents or the Township of West Orange's independent contractors. Notwithstanding the forgoing, no Co-Locator or Omnipoint shall be liable for consequential or incidental damages or lost profits.

5. **Township Use Of Antenna.** Users affiliated with the Township of West Orange have the right to use, without paying rent to Omnipoint, the tree pole for municipal use. The Township of West Orange shall be responsible for the cost of its antennas and related equipment. Omnipoint shall place the Township's antennas on the pole, at no cost to the Township of West Orange, so long as such placement is done at the same time Omnipoint is placing its antennas on the monopole.

6. **Interference.**

(a) When New Cingular installs its communications equipment, including antennas, it shall reasonably cooperate with Omnipoint and any other prior existing Co-Locators. Moreover, New Cingular's communications equipment, including antennas, shall be installed in a manner that avoids and/or substantially and materially minimizes or eliminates any interference to Omnipoint and other prior existing Co-Locators. Omnipoint and New Cingular acknowledge that they are subject to the rules, regulations, directives, and policies of the Federal Communications Commission concerning interference and agree to abide by it. In the event any such interference does occur, the interfering party will promptly cease its operations except for intermittent testing. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the

injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference.

7. **Insurance.** Licensee shall file a certificate of liability insurance with the Township of West Orange upon the execution of this Agreement. An insurance certificate shall confirm that cancellation of the subject insurance policy will not occur without at least a thirty (30) day prior written notice to the Township of West Orange. The insurance policy shall be a commercial general liability occurrence type insurance policy issued by a duly licensed company in the State of New Jersey, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. It shall state that the insurance company waives all rights of recovery against the Township of West Orange in connection with any damage covered by such party. All co-locators, upon execution of any agreement to co-locate at this Site, shall procure similar insurance at the same level and limits as the Licensees herein, and provide a certificate of liability insurance to the Municipal Clerk, Purchasing Director, Town Attorney and Township Engineer of West Orange. The Insurance certificate shall be due (5) days before any construction commences. All insurance shall be properly renewed no less than thirty (30) days before each anniversary during term of this agreement. All insurance certificates and coverages shall be subject to approval by the Town Attorney.

8. **Default.** If any party is in default under this Agreement for a period of (a) twenty (20) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within the thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

9. **Counterparts.** This Agreement may be executed in several counterparts, all of which, when executed, shall constitute one Agreement.

10. **Governing Law** This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.

11. **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be either delivered by hand, mailed postage prepared by and certified or registered mail, return receipt requested, delivered by a nationally recognized overnight courier, or sent by confirmed facsimile transmission. Such notices and other communications shall be deemed given when delivered to the intended addressee. Rejection or other refusal to accept a notice or other communication, or the inability to deliver same because of a changed address, of which no notice was given, shall be deemed to be receipt of the notice or other communication. All notices and other communications shall be addressed as follows:

If to Township:

Nancy O'Hara, Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

With Copy To:

Township Attorney
66 Main Street
West Orange, NJ 07052

If to Omnipoint:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With Copy to:

Omnipoint Communications, Inc.
4 Sylvan Way
Parsippany, New Jersey 07054
Attn: Lease Administration Manager

12. Termination. This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default;
- (b) by Omnipoint or New Cingular upon written notice to Township of West Orange, if Omnipoint or New Cingular is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Omnipoint or New Cingular.
- (c) By Omnipoint or New Cingular upon sixty (60) days prior written, for any reason, so long as Omnipoint or New Cingular pays the Township a termination fee equal to twelve (12) months rent.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

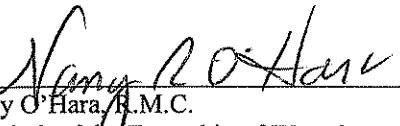
By: 
The Honorable Mayor John F. McKeon
66 Main Street
West Orange, New Jersey 07052

NEW CINGULAR WIRELESS PCS, LLC

By: 2/28/06
Name: _____
Title: _____

ATTEST:

WITNESS:

By: 
Nancy O'Hara, R.M.C.
The Clerk of the Township of West Orange
66 Main Street
West Orange, NJ 07052

By: 2/28/06
Name: _____
Title: _____

Omnipoint Communications, Inc.

ATTEST:

By: 
Name: Bryan J. Fleming
Title: Director of Engineering & Operations

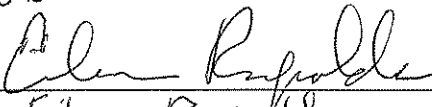
2/17/06
By: 
Name: Eileen Reynolds
Title: Leasing Specialist

Exhibit “B”



3530 Toringdon Way Suite 300
Charlotte, NC 28277

Phone: (704) 405-6552
Fax: (724) 416-6297
www.crowncastle.com

October 1, 2018

VIA email

TOWNSHIP OF WEST ORANGE NJ
66 MAIN ST
ATTN COMPTROLLER
WEST ORANGE, NJ 07052-5404

RE: BU 829142 / WO DPW Mt. Pleasant Ave / Mt. Pleasant Ave West Orange, NJ 07052 ("Site")
Ground Lease Agreement, dated , as amended ("Lease")
Consent for Subleasing

Dear TOWNSHIP OF WEST ORANGE NJ,

Pursuant to an agreement between T-Mobile USA Tower LLC ("TMO") and CCTMO LLC ("CCTMO"), CCTMO subleases and operates the tower site that is subject to the Lease on behalf of TMO. CCTMO is a Crown Castle company. CCTMO and its affiliates and subsidiaries own, manage and operate shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, CCTMO plans to sublease to Sprint Spectrum L.P. The sublease will not alter the character or use of the site nor will it change the nature of TMO's occupancy of the Site as lessee. Pursuant to section 2(b) of Exhibit B, the Township of West Orange receives 100% of the rent for subsequent Co-Locator. Based upon Sprint Spectrum's current application, the rent is expected to be \$1,950 a month.

TMO has authorized CCTMO to contact you and request consent to sublease to Sprint Spectrum L.P. Pursuant to Paragraph 6 of the Lease, TMO is required to obtain your consent. Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Therefore, CCTMO, on behalf of TMO, respectfully requests your consent to this sublease. As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease.

Please indicate your consent by executing this letter where indicated below and return via email to Zachary.Plummer@crowncastle.com. Thank you for your continued cooperation with TMO and CCTMO. If you have any questions concerning this issue, please contact Zachary Plummer at (704) 405-6552 or Zachary.Plummer@crowncastle.com.

Sincerely,

Agreed and accepted _____

(Date)

Zachary Plummer

Real Estate Specialist

(Lessor's signature)

RESOLUTION

WHEREAS, there is certain real properties located at Lot 32, Block 9 on the Tax Map of the Township of West Orange (the “Township”), commonly known as 8-10 Central Avenue (the “Property”); and

WHEREAS, on September 4, 2018, the Township adopted Resolution No. 192-18 authorizing the Township to enter into a First Amendment to an Interim Redevelopment Agreement between the Township and the Alpert Group, wherein the Township would be assigned an Agreement for Sale of the Property by which the Township would purchase the Property; and

WHEREAS, on October 2, 2018 (the “Closing Date”), Township closed on the purchase of the Property and obtained an executed Deed and other closing documents, a copy of which is annexed hereto as Exhibit “A;” and

WHEREAS, the Township desires to cancel any and all real estate taxes and sewer charges accruing on the Property since the Closing Date and cancelled of record.

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the real estate taxes for the Property are hereby cancelled of record; and be it further

RESOLVED, that the sewer charges on the Property are hereby cancelled of record.

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

Susan McCartney
Council President

Adopted: October 16, 2018

Exhibit “A”

Bargain & Sale Deed

This Deed is made on: October 2, 2018

BETWEEN

8 Central Ave Properties, LLC

a Limited Liability Company of the State of New Jersey

having its principal office at 3 Candace Way, East Hanover, NJ 07936, referred to as the Grantor,

AND

Township of West Orange

whose post office address is 66 Main St. West Orange, NJ 07052, referred to as the Grantee

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

Transfer of Ownership. The Grantor grants and conveys (transfer ownership of) the property described below to the Grantee. This transfer is made for the sum of one-hundred thousand Dollars (\$100,000.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Township of West Orange

Block No. 9 Lot No. 32 Qualifier No. Account No.

☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable).

Property. The Property consists of the land and all the buildings and structures on the land in the Township of West Orange, County of Essex and State of New Jersey. The 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 Grantor from Empire Tax Fund IV, LLC by Deed May 11, 2016 recorded March 23, 2016 in the Essex County Register's Office in Instrument No. 2016043671.

BEING THE SAME TWO TRACTS conveyed to Mojira Seventh Day Adventist Church, Inc. in 2005 (in Book 6280, Page 419), which at that time, were assessed as Tax Lots 32 and 18.02 in Block 9 of the Tax Map of the Township of West Orange. In 2006, Tax Lot 18.02 was consolidated into Tax Lot 32. A 2010 assessment covering both tracts was unpaid, resulting in the issuance of tax sale certificate number 2030 in 2011 (recorded in Book 12349, Page 3329). Empire TF4 Jersey Holdings, LLC foreclosed upon the entirety of modern Tax Lot 32, comprised of both tracts (Docket Number F-2938-14), resulting in the 2015 final judgment recorded in Book 12255, Page 7412. In 2016, the prevailing plaintiff conveyed the same land and premises it obtained by final judgment to the Grantor herein, as indicated in the recital contained in Deed Instrument No. 2016043671. That deed contained an incomplete legal description.

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. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which effect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Prepared By:



Howard D. Lipstein, Esq.

Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

8 Central Ave Properties, LLC

By:


Peter Lu, Sole and Managing Member

(Seal)

Witnessed By:



STATE OF NEW JERSEY }

} : SS:

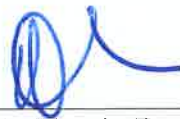
COUNTY OF Union }

I CERTIFY that on October 2, 2018, Peter Lu, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is the Managing Member of 8 Central Ave Properties, LLC as named in this Deed;

(b) signed, sealed and delivered this Deed as his/her act and deed in the capacity as Managing Member of 8 Central Ave Properties, LLC; and

(c) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A. 46:15-5, is \$100,000.00.



Howard D. Lipstein, Esq., an Attorney at Law
of the State of New Jersey

DEED

DATED

8 Central Ave Properties, LLC,

Grantor,
TO

Township of West Orange

Grantee.

Record and return to:

Mark Y. Moon, Esq.
Trenk DiPasquale Della Fera-Sodono
347 Mt. Pleasant Avenue, Suite 300,
West Orange, NJ 07052

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
OVERPAYMENT OF TAXES DUE TO A COUNTY BOARD JUDGMENT

WHEREAS, certain West Orange property owners have filed a successful tax appeal for the year 2018.

WHEREAS, such West Orange property owners have overpaid taxes for the year 2018; and Property owners are entitled to refunds to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2018 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
101.02	1.03	Benjamin & Cori Winograd 88 Glen Avenue West Orange, NJ 07052	\$5,472.00
113.01	11	Mohan R Myneni 22 Bloomfield Way West Orange, NJ 07052	\$7,403.00
TOTAL:			\$12,875.00

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

Susan McCartney
Council President

I hereby certify funds are available from: _____
Account No./Amount

John Gross
Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO ADJUST 2018 TAX BILLS FOR PROPERTIES THAT HAVE BEEN GRANTED
A SENIOR CITIZEN OR VETERAN DEDUCTION FOR THE 2018 TAX YEAR

WHEREAS, certain West Orange property owners have been granted a tax deduction for the year 2018 and;

WHEREAS, such West Orange property owners will receive an adjusted 2018 tax bill which reflects the \$250.00 deduction for which they have been granted

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector adjust the 2018 tax bill to reflect the deduction and they are hereby authorized, empowered and directed to adjust the bill for the taxpayers

Block	Lot	Name & Address		Amount
22	15.01	Peter & Linda Maglio 33 Quinby Place	Vet	\$250.00
82.01	10	Vincent Bucci 704 Prospect Avenue	Senior	\$250.00
159.06	22	Ronald & Sherill Raymond 7 Elf Road	Vet	\$250.00
166.15	11.04 C0050	Nina Layton 50 Glen View Drive	Widow of Vet	\$250.00
171.04	3	Joel Stempler 5 Parson Drive	Senior	\$250.00
179.10	31	Thomas & Molly Albertino 49 Nestro Road	Vet	\$250.00
179.14	33	Antonio & Celeste Rebelo 10 Rosemont Court	Senior	\$250.00
Total:				\$1,750.00

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

Susan McCartney
Council President

Adopted: October 16, 2018

RESOLUTION
Township of West Orange

**Resolution of Support from the Township of West Orange Authorizing a
Sustainable Jersey Grant Application**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Township of West Orange strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Township of West Orange is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

THEREFORE, the Governing Body has determined that the Township of West Orange should apply for a grant for the “West Orange Pollinator Garden and Outdoor Learning Project” through the aforementioned Grant Program.

THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, State of New Jersey, authorizes the submission of the aforementioned Sustainable Jersey Grant.

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

Susan McCartney, Council

Adopted: October 16, 2018

230-18
October 16, 2018

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO ADJUST 2018 TAX BILLS FOR PROPERTIES THAT HAVE BEEN GRANTED
A SENIOR CITIZEN OR VETERAN DEDUCTION FOR THE 2018 TAX YEAR

WHEREAS, certain West Orange property owners have been granted a tax deduction for the year 2018 and;

WHEREAS, such West Orange property owners will receive an adjusted 2018 tax bill which reflects the \$250.00 deduction for which they have been granted

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector adjust the 2018 tax bill to reflect the deduction and they are hereby authorized, empowered and directed to adjust the bill for the taxpayers

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>		<u>Amount</u>
158.05	21	James & Jacquelyn Bette 16-18 Lessing Road	Vet	\$250.00
			Total:	\$ 250.00

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

Susan McCartney
Council President

Adopted: October 16, 2018

R E S O L U T I O N

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1) for the Winding Way 2018 Roadway Improvements – Phase II; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive five bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Winding Way 2018 Roadway Improvements – Phase II is hereby awarded to:

**JTG CONSTRUCTION
188 JEFFERSON STREET, SUITE 387
NEWARK, NEW JERSEY 07105**

in the amount of \$374,050.00.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: October 16, 2018

I hereby certify funds are available from:

**ACCOUNT NO. 03-2544-18-0500-010
2018 STREET RESURFACING-\$374,050.00**

JOHN GROSS, CHIEF FINANCIAL OFFICER

WINDING WAY 2018 ROADWAY IMPROVEMENTS – PHASE II

- | | | |
|----|--|--------------|
| 1. | JTG CONSTRUCTION
188 JEFFERSON STREET, SUITE 387
NEWARK, NEW JERSEY 07105 | \$374,050.00 |
| 2. | A & J CONTRACTORS GROUP
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY 08831 | \$412,157.00 |
| 3. | GRABOWSKI CONSTRUCTION
770 NORTHFIELD AVENUE
WEST ORANGE, NEW JERSEY 07052 | \$417,656.00 |
| 4. | D.L.S. CONSTRUCTION
271 HIGHWAY 45 WEST
FAIRFIELD, NEW JERSEY 07004 | \$520,000.00 |
| 5. | Y. W. CONSTRUCTION
404 COIT STREET
IRVINGSTON, NEW JERSEY 07111 | \$522,073.00 |

Resolution

Authorizing Disposal of Surplus Property

WHEREAS, the Township of West Orange is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township are desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, the following:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Township of the Township of West Orange.

(2) The sale will be conducted online and the address of the auction site is govdeals.com.

(3) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(4) A list of the surplus property to be sold is attached hereto as Exhibit “A”.

(5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(6) The Township of West Orange reserves the right to accept or reject any bid submitted.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: October 16, 2018

“EXHIBIT A”

<u>VEHICLE#</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN#</u>	<u>EST. VALUE</u>	<u>COND.</u>
Police 70	2003	Mazda	YVFP80C235M50586	\$100.00	N
Police 43	2010	Charger	2B3AA4CT9AH116519	\$600.00	R
Police 50	2011	Crown Vic	2FABP7BVXBX175663	\$300.00	R
Police 47	2011	Crown Vic	2FABP7BV7BX175667	\$300.00	R
Police 41	2008	Crown Vic	2FAHP71V08X164028	\$100.00	R
Police 48	2011	Crown Vic	2FABP7BV1BX175664	\$300.00	R
Police 44	2010	Crown Vic	2FABP7BV7AX111241	\$300.00	R
Fire Car 12	2002	Expedition	1FMPU16L62LA87717	\$100.00	R
DPW 41997	INT 4600		1HTSEAAR7VH438863	\$800.00	R
DPW 71996	Ford F700		1FDYF80E1TVA14097	\$800.00	N
Fire Car 6	1989	Pirsch Pumper	11P9CA02DKA0440366	\$800.00	N
Police 65	2014	Explorer	1FM5K8AR3EGC61208	\$600.00	R
DPW 75	2004	Chevy Pickup	1GCEC14X24Z272965	\$300.00	R
Police 40	2009	Dodge Charger	2B3KA43T69H642137	\$200.00	R
Police 56	2013	Ford Explorer	1FM5K8ARDGB79157	\$600.00	R
Police 59	2013	Ford Explorer	1FM5K8ARODGB90564	\$600.00	R
Police 65	2014	Ford Explorer	1FM5K8AR3EGC61208	\$800.00	R
DPW 46	2003	Ford F 350	1FTSF31L83ED49903	\$300.00	R

N-not running R- running

RESOLUTION

WHEREAS, the Township of West Orange proposes the Improvement of Lessing Road with a Transportation Trust Fund Grant and funds from the 2018 Capital Budget; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposal dated August 31, 2017 for these professional design services; and

WHEREAS, the Township Engineer solicited proposals from four professional engineering and land surveying firms.; Keller and Kirkpatrick, Inc., of Morris Plains, N.J.; Suburban Consulting Engineers, Inc. of Mt. Arlington, N.J.; Mott MacDonald, of Morristown, N.J.; PS&S of Warren, N.J.; and

WHEREAS, all four firms responded to the Request for Proposals; and

WHEREAS, the Township Engineer upon review of the proposals determined all four firms were responsive; and

WHEREAS, all four firms previously provided professional engineering services to the Township and their work quality was excellent; and

WHEREAS, by letter dated October 10, 2018 the Township Engineer recommended a professional services contract be awarded to Keller & Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, N.J. 07950 for the design, specifications and bid documents Improvement of Lessing Road in accordance with their proposal dated October 3, 2017 in an amount not to exceed \$19,600.00; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Keller and Kirkpatrick, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Keller & Kirkpatrick, 301 Gibraltar Drive,

Suite 2A Morris Plains, N.J. 07950 to provide professional engineering services for the Improvement of Lessing Road in accordance with their proposal dated October 3, 2017 a fee not to exceed \$19,600.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

SUSAN McCARTNEY, COUNCIL PRESIDENT

Adopted: October 16, 2018

I hereby certify funds are available from:

ACCOUNT NO. 03-2544-18-0500-010
\$19,600.00

JOHN GROSS, CHIEF FINANCIAL OFFICER

Resolution

Authorizing Disposal of Surplus Property

WHEREAS, the Township of West Orange is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township are desirous of selling said surplus property in an “as is” condition without express or implied warranties.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, the following:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Township of the Township of West Orange.

(2) The sale will be conducted online and the address of the auction site is govdeals.com.

(3) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(4) A list of the surplus property to be sold is attached hereto as Exhibit “A”.

(5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(6) The Township of West Orange reserves the right to accept or reject any bid submitted.

Karen J. Carnevale, Municipal Clerk

Susan McCartney, Council President

Adopted: October 16, 2018

“EXHIBIT A”

<u>VEHICLE#</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN#</u>	<u>EST. VALUE</u>	<u>COND.</u>
Police 70	2003	Mazda	YVFP80C235M50586	\$100.00	N
Police 43	2010	Charger	2B3AA4CT9AH116519	\$600.00	R
Police 50	2011	Crown Vic	2FABP7BVXBX175663	\$300.00	R
Police 47	2011	Crown Vic	2FABP7BV7BX175667	\$300.00	R
Police 41	2008	Crown Vic	2FAHP71V08X164028	\$100.00	R
Police 48	2011	Crown Vic	2FABP7BV1BX175664	\$300.00	R
Police 44	2010	Crown Vic	2FABP7BV7AX111241	\$300.00	R
Fire Car 12	2002	Expedition	1FMPU16L62LA87717	\$100.00	R
DPW 41997	INT 4600		1HTSEAAR7VH438863	\$800.00	R
DPW 71996	Ford F700		1FDYF80E1TVA14097	\$800.00	N
Fire Car 6	1989	Pirsch Pumper	11P9CA02DKA0440366	\$800.00	N
Police 65	2014	Explorer	1FM5K8AR3EGC61208	\$600.00	R
DPW 75	2004	Chevy Pickup	1GCEC14X24Z272965	\$300.00	R
Police 40	2009	Dodge Charger	2B3KA43T69H642137	\$200.00	R
Police 56	2013	Ford Explorer	1FM5K8ARDGB79157	\$600.00	R
Police 59	2013	Ford Explorer	1FM5K8ARODGB90564	\$600.00	R
Police 65	2014	Ford Explorer	1FM5K8AR3EGC61208	\$800.00	R
DPW 46	2003	Ford F 350	1FTSF31L83ED49903	\$300.00	R

N-not running R- running

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell four (4) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday October 30, 2018 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell three (3) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday October 30, 2018 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Susan McCartney
Council President

Adopted: October 16, 2018

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday October 30, 2018 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1997	HON	1HGEJ7223VL116603
2008	CHE	2G1WB58K989226605
1999	NIS	4N2XN11T8XD837223
2004	NIS	5N1AA08B84N732565

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday October 30, 2018 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2008	GMC	1GDHD31C8811088001
2005	FORD	1FAHP27115G111914
1996	NIS	JN8AR05Y6TW050223

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

RESOLUTION

**To authorize the purchase of computer equipment for the West Orange Police Department
by a State Contract Vendor.**

WHEREAS, the Township of West Orange Police Department must replace the mobile data terminals (MDT) that are used in the Police vehicles to transmit data; and

WHEREAS, Pascack Data Services, Inc. located at 200 Central Ave., Suite 100, Hawthorne, New Jersey 07506 is a contracted distributor for State Contract vendor Dell Marketing, LP #A89967 NASPO M-0483 for the purchase of computer equipment as described in Exhibit "A" and installed in the amount of \$51,197.61; and

WHEREAS, the Township of West Orange as a contracting unit may, without advertising for bids, purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange to hereby authorize the Purchasing Agent to issue a purchase order to acquire Dell computer equipment from Pascack Data Services, Inc. with funds certified available from the Chief Financial Officer.

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

Susan McCartney
Council President

Adopted: October 16, 2018

I hereby certify funds available in accounts: 03-2544-18-0300-050 \$51,197.61
MDT Replacement

John O. Gross, Chief Financial Officer

"EXHIBIT A"

WEST ORANGE POLICE DEPARTMENT

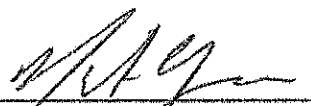
REQUEST FOR PURCHASE OF SUPPLIES

VENDER:

Pascack Data

DATE: Wednesday, October 3, 2018

ACCOUNT NAME: MDT REPLACEMENT CAPITAL

 #541
Division Head Signature

ITEM	QUANTITY	UNIT	MATERIALS OR SERVICE	UNIT PRICE	TOTAL
1	14		WOPD MDT REPLACEMENT PROGRAM Includes mounting hardware and peripherals DELL NASPO NJ STATE CONTRACT Code # 95AHB, Master Agreement MNWNC-108 State of New Jersey Addendum A89967	\$51,197.61	\$51,197.61
				TOTAL	\$51,197.61



Pascack Data Services, Inc.

200 Central Ave., Suite 100, Hawthorne, N.J. 07506 973-304-4858

Intelligent IT Solutions

Since 1972

Date: Sept 24, 2018

PROPOSAL

West Orange Police Dept.

66 Main Street

West Orange, NJ 07052

Product Pricing in this proposal is based on the Dell NASPO New Jersey Contract, Pascack's Code # 95AHB, Master Agreement # MNWNC-108, State of New Jersey Addendum - A89967

Dell Latitude 7212

<u>QTY</u>	<u>Style</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
14	210-AMTI	Dell Latitude 7212 Rugged Extreme, XCTO	2,583.00	36,162.00
	379-BCWP	6th Generation Intel Core i5-6300U		
	365-1173	Non-VL Windows 10 Pro to Windows 7 Pro 64 bit Image through Dell Configuration Services		
	619-AHCR	Windows 10 Pro (64bit) English		
	658-BCSB	Microsoft(R) Office 30 Days Trial		
	634-BENZ	No DDP ESS Software		
	338-BMMZ	Intel Core i5-6300U with u-blox NEO-M8 GPS card and 8GB Memory		
	631-ABLD	No Out-of-Band Systems Management		
	370-ADVY	8GB 1866MHz LPDDR3 Memory		
	400-AOTF	M.2 256GB SATA Class 20 Solid State Drive		
	570-AADK	No Mouse		
	555-BDQQ	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1 Driver		
	555-BDHZ	Qualcomm QCA61x4A 802.11ac Dual Band(2x2) Wireless Adapter+ Bluetooth 4.1		
	575-BBOR	Bracket for Wireless card		
	556-BBUU	Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811 Gobi5000) for Verizon, for Windows 8.1/10		
	575-BBOR	Bracket for Wireless card		
	319-BBER	2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphone		
	520-AAMZ	Dual Microphones		
	321-BCWV	WLAN/WWAN Chassis 11.6 FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen w/Gorilla Glass		
	389-CFVW	System Regulatory Label		
	451-BBOP	2-cell (26Wh) Lithium Ion Primary Battery		
	450-AEHK	45 Watt AC Adapter		
	451-BBOQ	2-cell (26Wh) Lithium Ion Secondary Battery		
	470-ACKF	Micro Serial Port		
	325-BCOH	No Smart Card Reader		
	325-BCOI	No Fingerprint Reader		
	620-AAOH	No Media		
	750-AAXB	Connector for I/O Expansion		

	429-AATO	No Removable CD/DVD Drive		
	817-BBBB	No FGA		
	525-0131	Dell Command Power Manager (DCPM)		
	525-BBCL	SupportAssist		
	640-BBLW	Dell(TM) Digital Delivery Cirrus Client		
	658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)		
	658-BBNF	Waves Maxx Audio Royalty		
	658-BCUV	Dell Developed Recovery Environment		
	658-BDPH	System Driver, Dell Rugged 12		
	658-BDQY	System Utilities, ISS3P0		
	537-BBBD	E5 Power Cord (US)		
	340-AASE	No Setup and Features Guide		
	340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)		
	332-1286	US Order		
	340-AAFC	System Shipment		
	340-AQMD	Shipping Material, Shuttle		
	389-CGCH	Regulatory Label (WLAN & WWAN)		
	340-ACQQ	No Option Included		
	460-BBEX	No Carrying Case		
	340-ACQQ	No Option Included		
	389-BDCE	No UPC Label		
	387-BBJZ	Energy Star Certified		
	800-BBGF	BTO Standard shipment Air		
	804-0512	ProSupport Plus: Next Business Day Onsite, 2 Year Extended		
	804-0513	ProSupport Plus: Next Business Day Onsite, 3 Years		
	975-3461	Dell Limited Hardware Warranty Extended Year(s)		
	997-6988	Dell Limited Hardware Warranty Initial Year		
	997-7015	ProSupport Plus: Accidental Damage Service, 5 Years		
	997-7016	ProSupport Plus: Keep Your Hard Drive, 5 Years		
	997-7038	ProSupport Plus: 7x24 Technical Support, 5 Years		
11	A3985825	HAVIS CHARGE GUARD SELECT CONTROL MODULE	63.31	696.41
11	A8516277	Havis Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna and Power Supply - docking station - VGA	475.99	5,235.89
11	A8572704	Havis CM006331 - Mounting component (L-shaped bracket) for tablet / keyboard - car console - for Havis C-KBM-101, C-KBM-103, C-KBM-105, C-KBM-106, C-KBM-108; C-MD 204	48.19	530.09
11	A7020751	HAVIS TILT/SWIVEL MOUNTING DEVICE: SHORT HANDLE	54.72	601.92
11	AA271371	Havis Dash Mount for 2013-2018 Ford Interceptor Utility Vehicle	279.71	3,076.81
11	A8971726	iKey PRO-KB-103 - backlit - USB - US	363.82	4,002.02
3	580-AGLL	Dell Keyboard Cover with Kickstand for Latitude 7212 Rugged Extreme Tablet	297.49	892.47
Total				51,197.61

RESOLUTION

Authorizing the Competitive Contracting Process for a Grant Based Program Coordinator

WHEREAS, the Township of West Orange (“Township”) will seek a vendor to serve as a coordinator of the Essex County Community Traffic Safety Program (CTSP) a grant based program; and

WHEREAS, the vendor shall be in the traffic safety field, and have sufficient experience in traffic safety enforcement and driver safety education as well as experience in organizing communities, groups and safety advocates to improve overall safety and equity for all roadway users in their communities; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-4.1(m) competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services; and

WHEREAS, the Township meets the criteria of Local Public Contracts Law N.J.S.A. 40A:11-4.1(m) which allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the Townships needs.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Competitive Contracting Process shall be initiated for services stated herein and to be implemented by the Purchasing Agent and the Chief Financial Officer according to the local public contracts law.

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

Susan McCartney
Council President

Adopted: October 16, 2018

RESOLUTION

WHEREAS, on February 12, 2001, a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Mr. Raymond Brown and Mrs. Deborah Brown (the Owners) who own 40 Birch Street in the Township of West Orange known as Block 37, Lot 26 (the Property); and

WHEREAS, the mortgage was in the amount of \$15,000.00 payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the mortgage on or about October 11, 2018; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$15,000.00 has been paid in full;

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it further

RESOLVED THAT the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED THAT a copy of the Resolution shall be made available in the Clerk's Office in accordance with applicable law.

Karen Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: October 16, 2018

RESOLUTION

WHEREAS, on February 12, 2001, a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Mr. Raymond Brown and Mrs. Deborah Brown (the Owners) who own 40 Birch Street in the Township of West Orange known as Block 37, Lot 26 (the Property); and

WHEREAS, the mortgage was in the amount of \$15,000.00 payable whenever this Property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the mortgage on or about October 11, 2018; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$15,000.00 has been paid in full;

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it further

RESOLVED THAT the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED THAT a copy of the Resolution shall be made available in the Clerk's Office in accordance with applicable law.

Karen Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: October 16, 2018

AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township Council of the Township of West Orange as follows:

SECTION 1. That: an ordinance adopting and creating the reclassification and salary schedules of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

SEE APPENDIX 1 - SALARY RANGES - NON UNIFORM TITLES - AFSCME
 SEE APPENDIX 2 - SALARY RANGES - NON UNIFORM TITLES - MANAGEMENT - EXEMPT EMPLOYEES
 SEE APPENDIX 3 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER SUPERVISORS
 SEE APPENDIX 4 - SALARY RANGES - NON UNIFORM TITLES - TEAMSTER COMMUNICATIONS
 SEE APPENDIX 5 - SALARY RANGES - NON UNIFORM TITLES-HOURLY
 SEE APPENDIX 6 - SALARY RANGES - STIPENDS
 SEE APPENDIX 7 - SALARY RANGES - UNIFORM TITLES - FIRE SUPERIORS
 SEE APPENDIX 8 - SALARY RANGES - UNIFORM TITLES - FIREFIGHTERS
 SEE APPENDIX 9 - SALARY RANGES - UNIFORM TITLES - POLICE SUPERIORS
 SEE APPENDIX 10 - SALARY RANGES - UNIFORM TITLES - POLICE

SECTION 2. All terms and conditions included in any authorized collective bargaining agreements and/or employment contracts are hereby included in SECTION 1 above.

SECTION 3. All part time employee hourly rates are determined by dividing the Minimum and Maximum rates by the # of annual hours a full time employee would work for that position using the salaries identified in Section 1 above.

SECTION 4. Part time employees have no annual increment for their hourly rate in Section 1 above.

SECTION 5. This ordinance and the titles and salary ranges herein provided shall become effective on the dates specified and as indicated above in SECTION 1. Where the specified timeframes have expired, the salary range specified in the latest timeframe will remain in effect until a new reange is adopted by Ordinance.

SECTION 6. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 7. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

Introduced: September 25, 2018

Adopted: October 16, 2018

Approved as to form and legality on the basis of the facts set forth.

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

LEGISLATIVE HISTORY

This Ordinance is to reflect the corrections related to the 2018 Adopted Budget increase in the Deputy Registrar/Keyboarding Clerk 3

#NAME?

**AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS IN GENERAL,
AND SUBSECTION 7-33, SCHOOL ZONES,
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-29.1, Speed Limits in General, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Speed Limit	Location
Pleasant Valley Way	Both	40 MPH	40 MPH from the center of N.J. State Highway Route No. 10 (Mt. Pleasant Ave.) to 325 feet south of center of Greenwood Avenue, except for a School Speed Limit of 25 MPH from 100 feet north of the center of Cecil Lane Place to the northerly limits of this speed zone as described above while children are going to and from school during opening and closing hours.
Pleasant Valley Way	Both	30 MPH	30 MPH from 325 feet south of the center of Greenwood Avenue to the center of Marmon Terrace – Kenz Terrace except for a school speed limit of 25 MPH from 100 feet north of the center of Greenwood Avenue to the southerly limits of this speed zone as described above while children are going to and from school during opening and closing hours.
Pleasant Valley Way	Both	40 MPH	40 MPH from the center of Marmon Terrace – Kenz Terrace to the Municipal Boundary with Verona.

Section 2. Subsection 7-33, School Zones, of the Revised General Ordinance of the

Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion,*

bold type denotes addition):

School	Street	Location
<i>West Orange High School/ Pleasantdale School</i>	<i>Pleasant Valley Way</i>	<i>From Alisa Drive inclusive of the intersection to a point 200 feet south of the southerly curblin of Greenwood Avenue.</i>
West Orange High School/ Kelly (Pleasantdale) Elementary School	Pleasant Valley Way	From 100 feet north of the center of Cecil Lane Place to 100 feet north of the center of Greenwood Avenue.

Section 3. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval by Resolution of the Essex County Board of Chosen Freeholders.

Robert D. Parisi, Mayor

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

Susan McCartney, Council President

Introduced: September 25, 2018

Adopted: October 16, 2018

LEGISLATIVE HISTORY

This Ordinance amends the limits of the School Speed Zone established by the Essex County Board of Chosen Freeholders' Resolution No. 24246 adopted September 24, 1964. The Ordinance also codifies in the West Orange Revised General Ordinances the speed limits established for Pleasant Valley Way in West Orange from the center of State Highway No. 10 to the Verona line by that same Freeholder Resolution. This Ordinance amends Ordinance No. 2488-16 by deleting the speed limits of 50 miles per hour and 45 miles per hour in both directions between Northfield Avenue and the center of State Highway No. 10. These speed limits were reduced to 40 miles per hour by Ordinance No. 2534-17. This Ordinance establishes the southerly limits of the School Speed Zone as 100 feet north of the center of Cecil Lane Place alongside Degnan Park, and it establishes the northerly limits of the school speed zone 100 feet north of the center of Greenwood Avenue alongside the PNC Bank. The previous limits were 570 feet north of the center of Lakeview Drive (the southerly limit) alongside Lincoln Field and 325 feet south of the center of Greenwood Avenue (the northerly limit) at the beginning of the Pleasantdale School.

This Ordinance also amends the limits of the School Zone on Pleasant Valley Way for the West Orange High School and the Kelly (formerly Pleasantdale) Elementary School to coincide with the School Speed Zone Limits.

**AN ORDINANCE AMENDING CHAPTER 4, SECTION 1.3 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Sweeping Litter, Garbage, Refuse or Rubbish into Gutter Prohibited.)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code provision governing the sweeping of litter, garbage, refuse or rubbish within the Township of West Orange to include the addition of grass.

II. CHAPTER 4, SECTION 1.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

4-1.3 Sweeping Litter, Garbage, Grass, Refuse or Rubbish into Gutter Prohibited.

No person, including merchants owning or occupying a place of business, shall sweep into or deposit in any gutter or other public place within the Township the accumulation of litter, garbage, grass, refuse or rubbish from any block or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter, garbage, grass, refuse and rubbish.

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Robert D. Parisi, Mayor

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

Susan McCartney, Council President

Introduced: September 25, 2018

Adopted: October 16, 2018

RESOLUTION

WHEREAS, the 4 Corners Deli, LLC t/a Don Juan Restaurant is the holder of Plenary Retail Consumption License No. 0722-33-021-003, 55 Kingsley Street, West Orange, NJ 07052; and

WHEREAS, the 4 Corners Deli, LLC t/a Don Juan Restaurant has made application for a Place to Place Transfer-Extension of Premises for the above-mentioned license; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, if granted, the existing premises will be expanded to include the adjacent storefront to the north of the current licensed space and the expansion will include an outdoor sidewalk café; and

WHEREAS, the West Orange Police Department has recommended that if the transfer is to be approved, to ensure compliance with existing township ordinances and to maintain the quality of life for the surrounding residents, the following conditions shall be established:

1. Alcohol may not be served outdoors without an accompanying food order;
2. Seating at the outdoor café for food orders shall cease at 10:00 p.m., and tables at the outdoor café shall be empty by 11:00 p.m.;
3. The premises shall establish a designated "Smoking Area" for the patrons of the establishment and said "Smoking Area" shall not be on Valley Road and shall be located away from the outdoor café area.

WHEREAS, due notice of the proposed Place to Place Transfer-Extension of Premises was published in the Star Ledger on June 14, 2018 and June 21, 2018 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on October 16, 2018 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Place to Place Transfer-Extension of Premises to 4 Corners Deli, LLC t/a Don Juan Restaurant, Plenary Retail Consumption License No. 0722-33-021-003, 55 Kingsley Street, West Orange, NJ 07052 and is hereby approved subject to the following conditions established to ensure compliance with existing Township Ordinances and to maintain the quality of life for the surrounding residents:

1. Alcohol may not be served outdoors without an accompanying food order;

2. Seating at the outdoor café for food orders shall cease at 10:00 p.m., and tables at the outdoor café shall be empty by 11:00 p.m.;
3. The premises shall establish a designated “Smoking Area” for patrons of the establishment and said “Smoking Area” shall not be on Valley Road and shall be located away from the outdoor café area.

KAREN J. CARNEVALE, R.M.C. /ABC Board Secretary

**SUSAN McCARTNEY, Council President/
ABC Board Member**

Adopted: October 16, 2018