

1. Conference Meeting Agenda

Documents:

[CA 5.29.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 5.29.19.DOC](#)

3. Resolution(S)

3.I. 139-19

Documents:

[139-19 AUTHORIZING EXTENSION OF AGREEMENT WITH GABEL ASSOCIATES - 2019.PDF](#)
[139-19 EXHIBIT - AUTHORIZING EXTENSION OF AGREEMENT WITH GABEL ASSOCIATES - 2019.PDF](#)

3.II. 140-19

Documents:

[140-19 AUTHORIZING FIREWORKS AT MONTCLAIR GOLF CLUB - 2019.PDF](#)

3.III. 141-19

Documents:

[141-19 AUTHORIZING CONTRACT AND FIREWORKS PERMIT FOR WEST ORANGE RECREATION - 2019.PDF](#)

3.IV. 142-19

Documents:

[142-19 AUTHORIZING RETENTION OF HEYER GRUEL FOR REDEVELOPMENT AREA STUDY \(PORTION OF BLOCKS 116 AND 116.01\).PDF](#)
[142-19 EXHIBIT - HEYER GRUEL REDEVELOPMENT STUDY PROPOSAL APRIL 2019.PDF](#)

3.V. 143-19

Documents:

[143-19 ABANDONED CAR AUCTION 06112019.PDF](#)

3.VI. 144-19

Documents:

[144-19 ADOPTING PLEDGE TO SUPPORT RESPONSIBLE PET OWNERSHIP PROGRAMS.PDF](#)

3.VII. 145-19

Documents:

[145-19 AUTHORIZING SECOND AMENDMENT TO LEASE AGREEMENT WITH VERIZON WIRELESS.PDF](#)

[145-19 EXHIBITS TO RESOLUTION AUTHORIZING SECOND AMENDMENT TO LEASE AGREEMENT WITH VERIZON WIRELESS.PDF](#)

3.VIII. 146-19

Documents:

[146-19 RESCINDING RESOLUTION 136-19 AUTHORIZING ISSUANCE OF DUPLICATE TAX SALE CERTIFICATES.PDF](#)

3.IX. 147-19

Documents:

[147-19 RAFFLE LICENSES 5.29.19.PDF](#)

3.X. 148-19

Documents:

[148-19 USING STATE CONTRACT WITH DELL MARKETING 2019-COMPUTER HARDWARD SOFTWARE.PDF](#)

3.XI. 149-19

Documents:

[149-19 RETAIN ARCARI IOVINO ARCHITECTS P.C. AND SHINE ENGINEERING P.A..PDF](#)

[149-19 CORRESPONDENCE - ARCARI - IOVINO.PDF](#)

3.XII. 150-19

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[150-19 ADOPTING PLEDGE TO SUPPORT NEW JERSEYS WILDLIFE ACTION PLAN.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2571-19

Documents:

[2571-19 ORDINANCE REGARDING MASSAGE ESTABLISHMENTS \(NO MARKUP\).PDF](#)

4.II. 2572-19

Documents:

[2572-19 AUTHORIZING SALE OF PROPERTY AT BLOCK 175.08 LOT 7.PDF](#)
[2572-19 AGREEMENT OF SALE-PROPERTY AT BLOCK 175.08 LOT 7 -
MELLON AVENUE.PDF](#)

5. Ordinances On First Reading

5.I. 2573-19

Documents:

[2573-19 ADOPTING ESSEX GREEN - EXECUTIVE DRIVE
REDEVELOPMENT PLAN.PDF](#)
[2573-19 EXHIBIT A - EXECUTIVE DRIVE ESSEX GREEN PLAN.PDF](#)

5.I.i. Planning Board Resolution 19-03

Documents:

[2573-19 -19-03 PLANNING BOARD RESOLUTION - ITEM NO. 6.PDF](#)

5.II. 2574-19

Documents:

[2574-19 AMENDING AND SUPPLEMENTING PLEASANT VALLEY WAY
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[2575-19 AMENDING AND SUPPLEMENTING 303 MT. PLEASANT AVE..PDF](#)

5.IV. 2576-19

Documents:

[2576-19 ESTABLISHING BOARD OF THE OSKAR SCHINDLER
PERFORMING ARTS CENTER.PDF](#)

6. ABC Hearing

6.I. 619-19

Documents:

[619-19 RENEWAL RESOLUTION \(1\) 5.29.19.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Wednesday, May 29, 2019

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council-President Guarino, Mayor Parisi

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6:30 P.M

Update: West Orange Public Library Activities – Lisa Fahoury

Proclamation: National Gun Violence Awareness Day – June 7, 2019

Presentation: West Orange Suicide Advocacy Coalition – Tammy Williams

Update – Redevelopment

Council Liaison Announcements

7:00 P.M.

Public Meeting

PUBLIC MEETING AGENDA-AMENDED

**Township of West Orange
66 Main Street – Council Chambers
Wednesday, May 29, 2019**

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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.

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 Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Presentation: 2019 Municipal Budget Summary – Mayor Robert D. Parisi**
- 3. Public Comment**
- 4. *Consent Agenda**
- 5. *Approval of Minutes of Previous Meeting – Public Meeting and Executive Session May 14, 2019**
- 6. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids – 19-03 Planning Board Resolution for the Essex Green-Executive Drive Redevelopment Plan approved on May 28, 2019**
- 7. *Bills**
- 8. *Resolutions**
 - a. 139-19 Resolution Authorizing the Township to Extend its Agreement for Residential Energy Aggregation Consulting Services (the “Agreement”) with Gabel Associates for a Period of 2 Years Pursuant to the Terms of the Agreement to Afford the Township the Ability to Proceed with a Third Round of Residential Energy Aggregation (Legal-Moon)**
 - b. 140-19 Resolution Permitting Display of Fireworks at the Montclair County Country Club (Legal-Moon)
This resolution permits the Montclair Golf Club to display fireworks on July 6, 2019 with a rain date of July 7, 2019**
 - c. 141-19 Resolution Permitting the West Orange Recreation Department to Display Fireworks at West Orange High School (Legal-Moon)
This resolution permits the West Orange Recreation Department to display fireworks on July 4, 2019 with a rain date of July 6, 2019**
 - d. 142-19 A Resolution Authorizing the Retention of Heyer, Gruel & Associates to Prepare a Study to Determine Whether Certain Properties within Blocks 116 and 116.01 Qualify for Designation as a Condemnation Area in Need of Redevelopment (Legal-Erin K. Law)**
 - e. 143-19 Resolution Authorizing the Auction of Abandoned Vehicles (DeSantis)**

- f. **144-19** Resolution authorizing the Adoption of a Pledge to Commit to Policies within the Township of West Orange to Benefit the Welfare of Companion Animals within the Community, the Adoption of this Pledge is Part of the Township's Certification as a Sustainable New Jersey Community (Legal-Moon)
- g. **145-19** Resolution Authorizing the Execution of a Second Amendment to a Lease Agreement with Verizon Wireless. **This Amendment would allow Verizon Wireless to Install an Electricity Meter and Pay its Charges Directly to PSE&G Rather than Reimbursing the Township for Electric Charges Incurred (Legal-Moon)**
- h. **146-19** Resolution Rescinding 136-19 which Authorized the Issuance of Duplicate Tax Sale Certificates to Lienholders "PRO Capital, LLC, ActLien Holding, Inc. and Tower DBW" (the "Lienholders") (Gagliardo) **The tax sale certificates issued to the Lienholders were believed to have been lost, but were later found thereby negating the need for the issuance of duplicate tax sale certificates.**
- i. **147-19** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- j. **148-19** Resolution to Authorize the Purchase of Computer Hardware and Software Through Dell Marketing (DeSantis)
- k. **149-19** Resolution Authorizing the Retention of Acari Iovino Architects, P.C., 1 Katharine Street, Little Ferry, NJ 07643, for Further Assessment Concerning the Structural Integrity of 10 Rooney Circle at a Cost NTE \$13,000. (Legal-Trenk)
The Library is willing to pay for certain architectural services (\$7,500) and the estimating services (\$3,500); and the Board of the Public Library has requested that the Township retain Iovino to do certain structural testing at a cost of between \$9,000 and \$13,000
- l. **150-19 Resolution Authorizing the Adoption of a Pledge to Support New Jersey's Wildlife Action Plan. (Legal-Moon)**
The adoption of this pledge is part of the Township's certification as a Sustainable New Jersey community.

9. Ordinances on Second and Final Reading

- a. **2571-19** An Ordinance Amending Chapter 5, Sections 25.3, 25.4, 25.5, 25.15, 25.20 and 25.25 of the Revised General Ordinances of the Township of West Orange (Massage Businesses) (Legal-Moon)
This Ordinance amends the Township Code provisions governing Massage Establishments to comply with the state statute governing licensing of Massage Therapists.
- b. **2572-19** An Ordinance Authorizing the Offer of Private Sale of the Property at Block 175.08, Lot 7 on the Township of West Orange Tax Map to the Adjacent Property Owners Pursuant to Local Lands and Building Law (Legal-Moon)
This ordinance authorizes the Township to offer for sale the undersized lot located on Block 175.08, Lot 7 in the Upper Mellon Avenue area of the Township to the contiguous property owners pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law.

10. Ordinances on First Reading

- a. **2573-19** Ordinance of the Township of West Orange, In the County of Essex, New Jersey, Adopting a Redevelopment Plan for Block 155, Lots 40.02, 40.03, 41.02, 42.02 and Block 155.21, Lot 40 Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (Essex Green-Executive Drive Redevelopment Area (Legal-Erin K. Law) **Planning Board Resolution 19-03 (see #6)**
- b. **2574-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-10.1 Stopping or Standing Prohibited During Certain Hours on Certain Streets of the Revised General Ordinances of the West Orange (Pleasant Valley Way) (Lepore)
- c. **2575-19** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-23.1 Turn Prohibitions During Certain Hours on Certain Streets of the Revised General Ordinances of the Township of West Orange (303 Mt. Pleasant Ave.) (Lepore)

- d. **2576-19** An Ordinance Amending and Supplementing Chapter 2, Section 59 of the General Ordinances of the Township of West Orange Entitled “Board of the Oskar Schindler Performing Arts Center (Legal-Moon)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **619-19** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2019-2020 License Term (Clerk)

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, on April 5, 2016, the Township Council for the Township of West Orange (the “Township”) adopted Resolution 97-16 which authorized the Township to retain an Agent for Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for Township’s Government Energy Aggregation (“GEA”) program conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, Resolution 97-16 authorized the Township to execute an Agreement for Residential Energy Aggregation Consulting Services with Gabel Associates (“Gabel”) following the publication of a Request for Proposal (“RFP”), scoring and evaluation of proposals, and the recommendation from an Evaluation Committee; and

WHEREAS, the Agreement for Residential Energy Aggregation Consulting Services with Gabel, annexed hereto as Exhibit “A,” provided that the term of contract would be for a term of three (3) years with a right to renew or extend the term for a period not to exceed an additional two (2) years; and

WHEREAS, the Township seeks to continue the residential energy aggregation for a third round and thus, requires an extension of the Contract with Gabel for an additional two (2) years.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to extend the Agreement for Residential Energy Aggregation Consulting Services, annexed hereto as Exhibit “A” for an additional two (2) year period; and be it further

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

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

Jerry Guarino
Council President

Adopted: May 29, 2019

Exhibit “A”

**AGREEMENT BY AND BETWEEN
TOWNSHIP OF WEST ORANGE
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this _____ day of April, 2016 ("Effective Date," which shall be the date on which the last authorized individual executes this Agreement) by and between the Township of West Orange in Essex County ("West Orange"), a body politic and corporate of the State of New Jersey, with principal offices located at 66 Main Street, West Orange, New Jersey 07052 and Gabel Associates, Inc. ("Gabel Associates" or "Consultant") having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, West Orange desires to retain an Agent for Residential Energy Aggregation Consulting Services for the procurement of energy services in connection with the administration of energy procurement processes for West Orange's Government Energy Aggregation (GEA) program conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51; and 48:3-92 et. al.; and

WHEREAS, West Orange published a Request for Proposal ("RFP") seeking an Agent for Residential Energy Aggregation Consulting Services; and

WHEREAS, West Orange received two proposals in response to its RFP; and

WHEREAS, West Orange established an Evaluation Committee (the "Committee") to review and score the proposals; and

WHEREAS, the Committee recommended that the West Orange award the Contract for Residential Energy Aggregation Consulting Services to Gabel Associates; and

WHEREAS, Gabel Associates has agreed to perform Residential Energy Aggregation Consulting Services for West Orange consistent with the terms and provisions of this Agreement and the terms and provisions of its proposal dated February 9, 2016; now, therefore,

IN CONSIDERATION of the mutual promises contained herein, West Orange and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon Effective Date of this Agreement for a period of three (3) years (the "Initial Term"). After the expiration of the Initial Term, West Orange shall have the right to renew or extend the terms and condition of this Agreement for an additional amount needed for the completion of the Third Party Electrical Supply Contract (the "Extension Term"). The Extension Term, however, shall not be greater than an additional two (2) years. The Extension Term shall automatically occur unless West Orange issues notice to Consultant on twenty (20) days notice that the Extension Term shall not be granted.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Gabel Associates, the subject of this Agreement are as follows. All Services under this Agreement shall be undertaken pursuant to direction from West Orange or its project manager employees, and subject to West Orange's review and approval.

These services relate to electricity and may include other energy services including but not limited to natural gas supply service, may be conducted separately (in the event that a GEA does not move forward for a particular service) or as one process.

A) Government Energy Aggregation Services (GEA):

Consultant shall assist West Orange in managing its GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. Such a program is not a standard energy procurement

process but requires the involvement of West Orange residents, local governments, the Board of Public Utilities (BPU) regulators and Third Party Electrical Suppliers (TPS). The services provided by Gabel shall include, but are in no way limited to, the following:

Education:

Consultant shall meet with Municipal representatives to explain the residential energy aggregation program and have them adopt the appropriation resolution. Consultant shall create formulable public outreach program(s) and marketing strateg(ies).

Data Collection:

Consultant shall perform all work necessary in collecting, assembling and analyzing account data from each resident participant into a format that will generate maximum bid participation from the NJBPU licensed TPSs. Consultant shall analyze data to determine appropriate means and method of procurement.

Development of Bid Specifications:

Consultant shall recommend a procurement strategy which includes bid timing, contract duration, contract structure, pricing, pricing alternatives, and account classifications for award of a Third Party Electrical Supply Contract ("TPS Contract") to a NJBPU licensed TPS. Consultant shall prepare and organize energy usage data, compile technical specifications and all related bid documents.

Administration of Bid Process:

Once the bid is advertised, Consultant shall contact all NJBPU licensed TPSs to make them aware of the bid and ensure that all TPSs received a bid package. Consultant shall attend bid opening, review all responses, analyze all bid results, and provide its recommendations for award of the TPS Contract. If bid results are not favorable to the West Orange, the Consultant will make appropriate recommendations on how to proceed. In the event of an award, the

Consultant shall work with the winning TPS to ensure that the proper accounts are enrolled and or transitioned to the new TPS.

Energy Advisory Services:

Once the electric energy bid is authorized, Consultant shall continue to monitor the TPS Contract for any potential problems with the TPS until the end of the TPS Contract. Consultant must continue to advise and provide support to West Orange, including but not limited to such issues as the resolution of billing issues that may arise. Consultant shall monitor all market conditions for subsequent bid opportunities, monitor regulatory changes that may affect future bids and be available to answer questions on the process and results. Consultant shall monitor and evaluate the TPS's standing and services.

Client Relationship:

Consultant shall with West Orange representatives during and after the bidding process, at the request of said members. Consultant shall be available in person, by phone and by e-mail when necessary, and when asked for by a West Orange representative or municipal officer, at no additional cost.

3. BENCHMARKS AND CONTINGENCIES

Consultant shall prepare and administer a procurement strategy consistent with all BPU Rules, the Local Public Contracts Law (as applicable) and any West Orange program-specific issues. Provided that the Township and/or PSE&G work in good faith with Consultant and meet any reasonable deadlines requested by Consultant, Consultant shall release the RFP for the TPS Contract within three (3) months of the Effective Date of this Agreement. Consultant shall then evaluate all RFP responses and proposals and make a recommendation to the Township regarding a vendor not less than three (3) months from the

date of publication of the RFP, or not less than six (6) months from the Effective Date of this Agreement, whichever is shorter.

In the event that either of the above-stated contingencies is not satisfied by Consultant, West Orange shall have the option to cancel this Agreement on five (5) days' written notice to Consultant, and upon adoption of a resolution by the Township Council authorizing the cancellation.

4. COMPENSATION

For all Consulting Services rendered by Gabel Associates pursuant to Section 2 of this Agreement, Gabel Associates shall be paid by the winning TPS. The Request for Bids for the TPS Contract shall require that Bid Prices include an energy agent fee of \$.00071 per kilowatt hour. The TPSs shall include this agent fee in their bid prices and the winning TPS will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning TPS would remit payment of the collected energy agent fees to Gabel Associates on a monthly basis. Gabel Associates will also bear the cost of obtaining usage data for commercial customers. No management fees will be collected by Gabel Associates unless and until a TPS Agreement is awarded by West Orange.

Certain expenses are required in order to implement a GEA which are not included in the energy agent fee. These expenses are recoverable from the selected TPS pursuant to applicable GEA Rules. Two mailings are necessary for a successful GEA: the first will serve to inform the public that a GEA is being implemented in West Orange and that a public information session is being held; and the second will be sent after a winning TPS is chosen and will contain pricing and opt-out provisions. Costs for the initial informational mailer will be paid up-front by Gabel Associates and recovered from the selected TPS. The second mailer will be the responsibility of the selected TPS. If the RFP process does not result in any beneficial proposals

and as a result the Township does not award a contract to a TPS, Gabel Associates will absorb the costs associated with the initial information mailer. If the RFP process does result in a beneficial proposal but the Township decides that it will nonetheless not award a contract to a TPS, Gabel Associates will be reimbursed by West Orange for its out-of-pocket expenses for the initial informational mailer.

Additionally, the GEA requires several actions which will result in some expenses, which shall be identified in the RFP, and which may be recovered from the selected TPS(s):

- 1) Fees by the local LDC if any, pursuant to the EDC Agreement, to supply the needed information on identity and electricity usage of residential accounts participating in the GEA.
- 2) Public announcement of the implementation of a GEA program,
- 3) Setting up a contact number for residential accounts to get information on the GEA program being implemented.

Direct costs related to these activities shall be borne by or recovered from the winning TPS.

In the event natural gas supply or other services are subject to bid, Gabel Associates shall provide a fee proposal to West Orange for its review and consideration.

5. STANDARD OF CARE

The Consultant shall comply with the standard(s) of care attributable to the professions applicable to performing the services detailed herein and shall perform in accordance with the terms and conditions of this agreement. The Consultant agrees that all documents prepared and all specifications provided shall meet the requirements outlined by West Orange and shall comply with all applicable codes and standards.

6. INSURANCE

Within ten (10) days of the Effective Date, the Consultant shall furnish West Orange with a Certificate of Insurance as evidence that it has procured the following insurance coverage:

5.1. Professional Liability

\$ 2,000,000.00

5.2. Workers Compensation and Employer's Liability

\$ 1,000,000.00

5.3. General Liability

\$2,000,000.00

5.4. West Orange is to be listed as Additional Insured with respect to the General Liability policy.

5.5 West Orange must be provided sixty (60) days notice of cancellation, non-renewal or change in insurance coverage.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless West Orange, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Gabel Associates is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Gabel Associates are based on its professional judgment and do not constitute guarantees.

8. TERMINATION

West Orange may terminate this agreement for cause upon thirty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially

breaches any terms of this agreement and does not, within the thirty (30) days written notice period, cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

9. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

9. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. Modification.

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

c. Entire Agreement.

This Agreement, including the incorporation of Consultant's Proposal, shall consist of the entire agreement of the parties. Both parties acknowledged that there are no side or oral agreements relating to the undertaking set forth herein. In the event that a provision of this Agreement conflicts with Consultant's Proposal, the provision of this Agreement shall govern.

d. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without approval of West Orange.

e. Affirmative Action.

The affirmative action provisions set forth in the documents attached hereto and incorporated herein and made a part hereof (Exhibit A).

f. Americans with Disability Act.

The Americans with Disability Act provisions as set forth in the documents attached hereto are incorporated herein and made a part hereof.

g. Waiver.

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

h. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective agents, heirs, executors, administrators, successors, or assigns.

i. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with any applicable provisions of the "Business Registration and Sales and Use Tax Requirements".

SIGNATURE PAGE AFFIXED HERETO

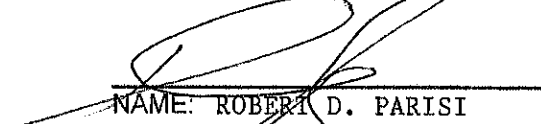
IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:


NAME: KAREN J. CARNEVALE, R.M.C.

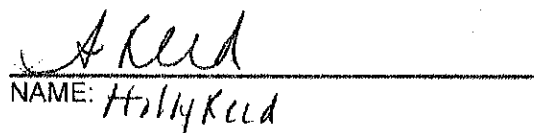
TITLE: MUNICIPAL CLERK

TOWNSHIP OF WEST ORANGE


NAME: ROBERT D. PARISI

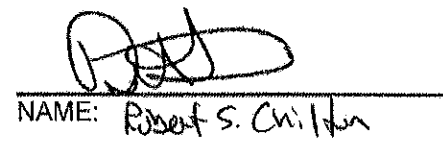
TITLE: MAYOR

WITNESS:


NAME: Holly Keld

TITLE: VILL PRESIDENT

GABEL ASSOCIATES, INC


NAME: Robert S. Childen

TITLE: Executive V.P.

4832-6615-0447, v. 1

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on July 6, 2019 (Rain Date: July 7, 2019); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a firework display on July 6, 2019 (Rain Date: July 7, 2019); subject to the directives of the Fire Official, or his designees.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

RESOLUTION

WHEREAS, an application has been submitted by the Township of West Orange Recreation Department, which wishes to sponsor the Township's annual Fourth of July fireworks exhibition at Degnan Field/West Orange High School on July 4, 2019 (Rain Date: July 6, 2019); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permit to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, P.O. Box 403, Millington, NJ 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Fire Official;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange Recreation Department be and is hereby granted permission to conduct a firework display on July 4, 2019 (Rain Date: July 6, 2019); subject to the directives of the Fire Official, or his designees; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute any documents between the Township of West Orange and Garden State Fireworks necessary to formally retain Garden State Fireworks for the Fourth of July fireworks exhibition.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

RESOLUTION

*A Resolution Retaining Heyer, Gruel & Associates to Prepare a Study
to Determine Whether Certain Properties within Blocks 116 and 116.01
Qualify for Designation as a Condemnation Area in Need of Redevelopment*

WHEREAS, the Township of West Orange (the "Township") desires to explore whether the real property located at Block 116, Lots 44, 47, 48, 50, 51, 53, and 53.01 and Block 116.01, Lots 86, 87, 88, 89, 91, 93, 95, 96, 97, 98, 99, 100, 101 and 101.01 on the Township of West Orange Tax Map inclusive of any and all streets, "paper" streets, private drives and right of ways (the "Study Area") may be an appropriate area for consideration for redevelopment; and

WHEREAS, the Township seeks to retain Heyer, Gruel & Associates ("Heyer Gruel") to perform an evaluation as to whether the Study Area meets the criteria under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") as an area in need of redevelopment; and

WHEREAS, Heyer Gruel has provided a proposal, attached hereto as Exhibit A, for the preparation and presentation of an evaluation and report as to whether the Study Area meets the criteria under the Redevelopment Law (the "Proposal"); and

WHEREAS, payment by the Township for the work outlined in the Proposal shall not exceed Twenty-Six Thousand Dollars (\$26,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is hereby authorized to retain Heyer, Gruel & Associates, with offices at 236 Broad Street, Red Bank, New Jersey 07701 to prepare and present an evaluation as to whether the Study Area constitutes an Area in Need of Redevelopment consistent with the Proposal annexed hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute all necessary agreements or documents, if any, to retain Heyer Gruel consistent with the Proposal annexed hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to attest to the Mayor's signature; and

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

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

Jerry Guarino
Council President

Adopted: May 29, 2019

I hereby certify funds available from Account No.: _____

John O. Gross, Chief Financial Officer

EXHIBIT A

April 19, 2019

Richard Trenk
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068

RE: Proposal for Professional Planning Services
West Orange Area in Need of Redevelopment Study –
Block 116, Lots 44, 47, 48, 50, 51, 53, 53.01, 55
Block 116.01, Lots 81.03, 86, 87, 88, 89, 91, 93, 95, 96, 97, 98, 99, 100, 101.01

Dear Mr. Trenk:

We are pleased to submit this proposal to provide professional planning services associated with the preparation of an Area in Need of Redevelopment Investigation for the above referenced properties in the Township. Our firm is well versed in the preparation of redevelopment investigations throughout the State and have several ongoing redevelopment projects with the Township. We have extensive experience working with the Local Redevelopment and Housing Law (LRHL) and frequently sit on panels dealing with redevelopment law topics.

The scope of work for the project will include site visits and inspections with extensive photo documentation of the existing property conditions, collection and review of relevant Township records, tax and property information, review of environmental records, additional research as appropriate, and the preparation of a written document describing the properties and evaluating them regarding the criteria outlined in the LRHL.

It is our understanding that the proposed redevelopment study will be directed with the option for eminent domain. As such, the importance of conducting extensive due diligence above and beyond our usual high standard is magnified and the potential for scrutiny is strong. As is the case with all preliminary investigations prepared per the LRHL, we are unable to stipulate to any particular outcome prior to the completion of our work and must ensure that any conclusions that the report makes are supported by substantial evidence.

Our fee for preparation of the Study would not exceed a total of \$26,000 including attendance at one Planning Board meeting, billed at the attached hourly rates. All other meetings and preparation will be billed separately per meeting at our hourly rates. We welcome the opportunity to continue to work with the Township on important redevelopment projects. Should you have any questions, please do not hesitate to contact us.

Sincerely yours,

HEYER, GRUEL & ASSOCIATES



Fred Heyer, PP, AICP LEED- AP ND, CNUa
Principal



Susan S. Gruel, PP
Principal

STAFFING AND RATES

The following is a breakdown of anticipated staffing involvement and hourly rates:

2019 FEE SCHEDULE - MUNICIPAL CLIENTS		
PRINCIPALS:	SUSAN S. GRUEL	\$175 PER HOUR
	FRED HEYER	
PRINCIPAL PLANNERS:		\$150 PER HOUR
SENIOR PLANNERS:		\$135 PER HOUR
ASSOCIATE PLANNERS:		\$110 PER HOUR

Note: Travel time or mileage charges are not billed.

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 the sale is Tuesday June 11, 2019 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

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 the sale is Tuesday June 11, 2019 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

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

Jerry Guarino
Council President

Adopted: May 29, 2019

Advertisement**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 June 11, 2019 at 2:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles can be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2001	INF	JNKCA31A21T014967
2002	ACU	2HNYD18632H511474
2007	SAT	5GZCZ63427S856515
2003	FORD	1FDNE31M83HB52703

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 June 11, 2019 at 3:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles can be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2003	HON	2HKYF18543H619196
1997	PON	1G2WP52K2VF327137
2005	VOL	3VWSG71K65M622844
2000	FORD	1FMNU41S6YEB35270

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

WHEREAS, cats and dogs are an integral and valuable part of all communities, and contribute to the well-being of humans, whether as companions, service animals, or therapy pets, and

WHEREAS, municipalities have an important role in ensuring the well-being of animals while balancing the needs of pet owners and non-pet owners; and

WHEREAS, legislators and municipal officials report that the number of calls from citizens about animal related issues rival any other issue(s); and

WHEREAS, there are approximately 2.2 million owned dogs and 2.5 million owned cats in New Jersey; and

WHEREAS, New Jersey was the first state in the nation to develop an innovative state-wide spay/neuter program and all proceeds from the sale of Animal Friendly License Plates are used to reimburse participating veterinarians for spaying and neutering surgeries; and

WHEREAS, State responsibility for promoting responsible pet care and ensuring that pets do not suffer due to abuse, neglect, or lack of proper care in kennels, pet shops, shelters, and pounds (animal facilities) is vested in the Office of Animal Welfare within the New Jersey Department of Health and Senior Services; and

WHEREAS, the New Jersey Society to Prevent Cruelty to Animals (the “NJSPCA”) and municipal Animal Cruelty Investigators (“ACIs”) are responsible for investigating and acting as officers for the detection, apprehension, and arrest of offenders against the animal cruelty laws; and

WHEREAS, New Jersey mandates training requirements for animal control officers and Animal Cruelty Investigators; and

WHEREAS, New Jersey impounds over 100,000 animals per year in animal shelters and impoundment facilities; and

WHEREAS, approximately 37% of the animals that enter New Jersey's impoundment facilities are euthanized, at a rate of around 3000 every month; and

WHEREAS, free-roaming unvaccinated cats and dogs present a potential health threat to humans through the spread of such zoonotic diseases as rabies, leptospirosis, toxoplasmosis, roundworms, animal bites, and environmental contamination from animal feces; and

WHEREAS, stray and unwanted pets place an enormous financial burden on municipalities and non-profit humane agencies organized to care for these animals; (To calculate an average per animal cost for your municipality, divide the total shelter expenditures - municipal animal control and shelter expenses -by the total number of animals served per year); and

WHEREAS, it is more humane and cost-effective to reduce the number of unwanted animals than it is to impound and euthanize unwanted or unclaimed dogs and cats; and

WHEREAS, all dogs are required to be licensed in the municipality where they are housed and the majority of municipalities also require licensure of cats. (Current vaccination against rabies is a pre-requisite to licensure); and

WHEREAS, all municipalities are required to canvass their residents to locate unlicensed dogs;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange pledges to take steps towards making the Township of West Orange a truly sustainable community; and

BE IT FURTHER RESOLVED that the Township of West Orange pledges to ensure that companion animals are treated, humanely, respectfully, and responsibly through public education and through the exercise of powers vested within New Jersey Municipalities.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

RESOLUTION

WHEREAS, on or about July 22, 2014, the Township Council for the Township of West Orange (the "Township") adopted Resolution 133-14, a resolution authorizing the execution of a lease agreement, annexed hereto as Exhibit "**A**" (the "Lease") between New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") and the Township allowing Verizon to utilize certain space on the roof of the Township of West Orange (the "Township") administrative building located at 66 Main Street ("Town Hall") for the installation, operation and maintenance of small network nodes, antennas, wires, conduits and pipes; and

WHEREAS, on or about September 23, 2014, the Township Council adopted resolution 185-14 authorizing the amendment to the first page of the Lease to correct an error as to the square footage of the space on the roof being leased, a copy of the Amended First Page of the Lease is annexed hereto as Exhibit "**B**;" and

WHEREAS, on or about February 10, 2015, the Township Council adopted resolution 57-15 authorizing a formal amendment of to the Lease to re-design the location of the roof equipment and the conduits to be installed on the roof of Towns Hall in response to a request by the West Orange Historic Preservation Commission by way of execution of a First Amendment to Lease Agreement (the "First Amendment"), a copy of the First Amendment is annexed hereto as Exhibit "**C**;" and

WHEREAS, Verizon has submitted a proposed Second Amendment to Amendment to Lease Agreement, annexed hereto as Exhibit "**D**," which would allow Verizon to install a meter to measure the electricity being utilized by its equipment on the roof and to pay all required fees and costs for the electricity directly to the public utility rather than reimbursing the Township for electricity being utilized by its equipment; and

WHEREAS, the Township Engineer having reviewed and approved the Second Amendment to Amendment to Lease Agreement having been satisfied that all fees and costs for the electricity being utilized will be paid by Verizon.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the Second Amendment to Amendment to Lease Agreement annexed hereto as Exhibit **“D”**, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED, that the original fully executed copy of this Resolution and the executed Second Amendment to Amendment to Lease Agreement with the initial executed copy of the original Lease Agreement between the Township and Verizon.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

Exhibit “A”

SITE NAME: West Orange Mt Pleasant Ave SC
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 22 day of July, 2014, between THE TOWNSHIP OF WEST ORANGE, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately sixty four (64) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 66 Main Street, Township of West Orange, County of Essex, State of New Jersey (commonly known as Lot 1 in Block 67 on the tax maps of the Township of West Orange (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment, specifically equipment required to install, operate and maintain what are commonly known as "small network nodes"; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, subject to the limitations and requirements with respect to access set forth in Paragraph 6 below. The Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in as is condition, which shall be ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this

Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.—This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of Twelve Thousand and 00/100 Dollars (\$12,000.00) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 18 below. LESSOR and LESSEE acknowledge and agree that rental payments shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. If the LESSEE fails to pay the annual rent within forty-five (45) days of the Commencement Date or the anniversary of the Commencement Date, an additional \$1,000 payment shall be made by the LESSEE to the LESSOR. Throughout the Term (as hereinafter defined) of this Agreement, on each and every annual anniversary of the Commencement Date, the annual rent shall increase by an amount equal to two percent (2%) of the then current rent amount. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation"), if applicable, including without limitation: (i) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other reasonable documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of any applicable Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. In consideration for electrical service, LESSEE shall pay the amount of \$1,200.00 per year to cover the estimated costs of electrical usage ("Utility Charge").

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property

in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. ACCESS TO PROPERTY. LESSEE shall be permitted to access the Rooftop Space, Antenna Space and Cabling Space on the rooftop of the Premises in order to install, repair, or maintain same on a seven (7) days a week, twenty four (24) hours a day basis, provided LESSEE provides LESSOR with twenty-four (24) hours' written notice to the Township's Business Administrator if access is needed on a weekday, or forty-eight (48) hours' written notice to the Township's Business Administrator if access is needed on a weekend. Any such written notice may be electronic, and shall specify the scope of work to be performed. If, for any reasonable reason, LESSEE requires access to the interior of the Building, such access shall be permitted during weekday business hours only, provided that LESSEE gives twenty-four (24) hours' written notice to the Township's Business Administrator of its request to access the Building's interior. If access to the interior of the Building is required during non-business hours for any emergency repairs or maintenance, LESSEE may notify the Township Police Department, and will be responsible to reimburse the Township for any fees, overtime pay or other such expenses incurred by the Township in connection with LESSEE's request for entry to the Building during non-business hours. In the event of an emergency, including but not limited to power failures, or major transmission or communications lapses, LESSEE shall contact the Township Police Department, which in its reasonable discretion, which shall not be unreasonably withheld, shall permit the LESSEE to access the Rooftop Space and/or Building to make any necessary repairs to the "small network nodes" or ancillary cabling.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE, except that LESSOR may oversee and respond to any zoning, planning or other such applications which may be required by law, and may review same consistent with all requirements by law. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon LESSOR's receipt of the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the

representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. MUTUAL INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months' prior notice is given to the LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment

that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE, unless such installation is an item necessary for the function of LESSOR's public duties, including but not limited to safety and emergency communications systems, in which case LESSOR shall notify LESSEE of any proposed installations or modifications which may affect LESSEE's equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises pursuant to the terms herein. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title

and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE, on notice to the LESSOR but without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Municipal Clerk

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The extended period shall not apply to the timing of annual rent payments due to the LESSOR from the LESSEE. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default

under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of 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 conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) 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 of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding

which is in any way related to: a) 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 of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

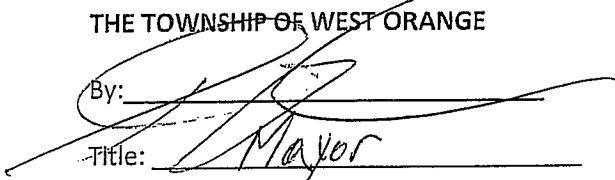
24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The parties have relied on independent counsel in the review and preparation of this Agreement, and did not, in any way, rely upon the counsel of the other party. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURES FOLLOW ON NEXT PAGE]

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

LESSOR:

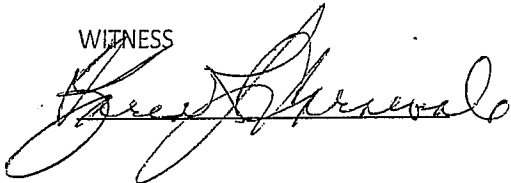
THE TOWNSHIP OF WEST ORANGE

By: 

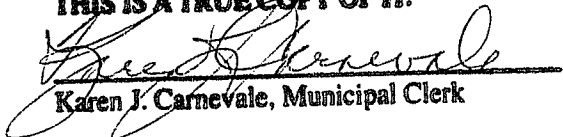
Title: Mayor

Date: July 25, 2014

WITNESS



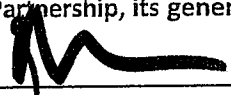
**THIS IS TO CERTIFY THAT I HAVE SEEN
THE ORIGINAL DOCUMENT AND THAT
THIS IS A TRUE COPY OF IT.**


Karen J. Carnevale, Municipal Clerk

LESSEE:

NEW YORK SMSA LIMITED PARTNERSHIP d/b/a
Verizon Wireless

By: Cellco Partnership, its general partner

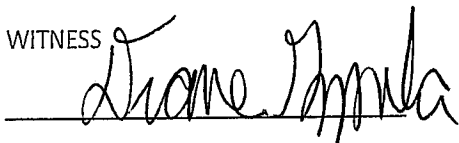
By: 

David R. Heverling

Its: Area Vice President Network

Date: 9/18/14

WITNESS



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 18 day of Sept, 2014, before me, the undersigned personally appeared David R. Heverling, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity, New York SMSA Limited Partnership, d/b/a Verizon Wireless, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Westborough, County of Worcester, Commonwealth of Massachusetts.

WITNESS my hand and official seal.

Diane Gazzola
Notary Public

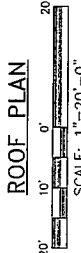
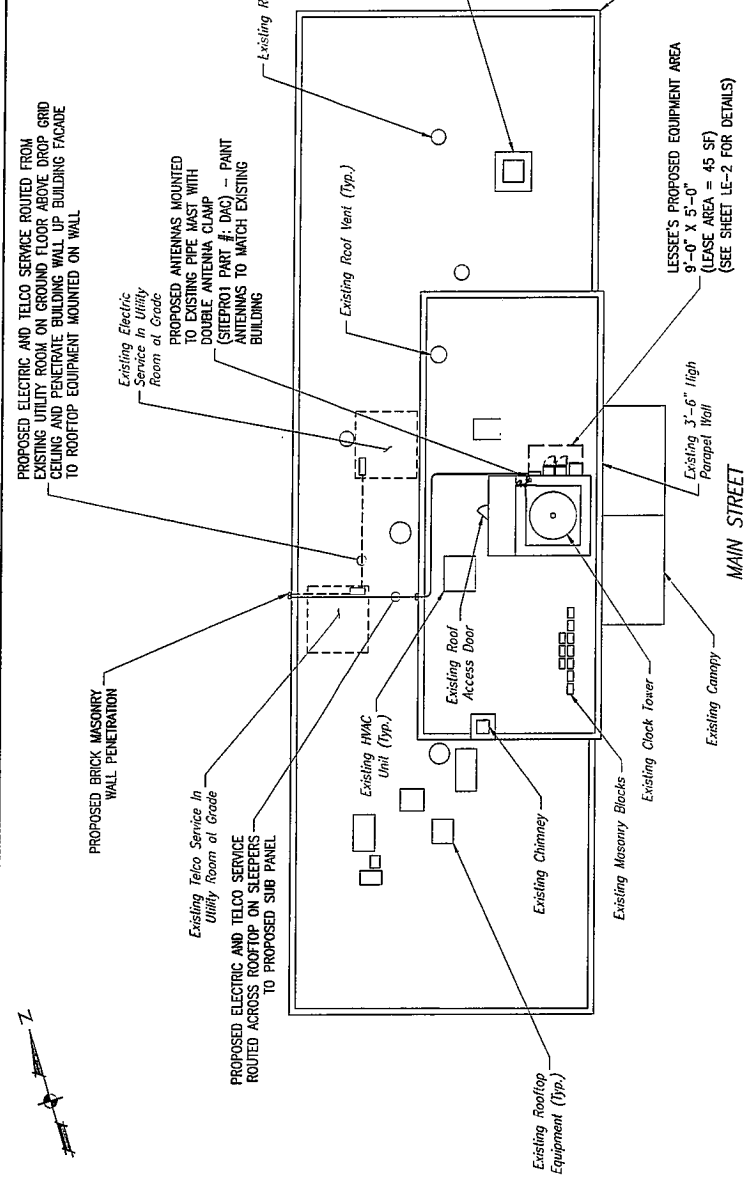
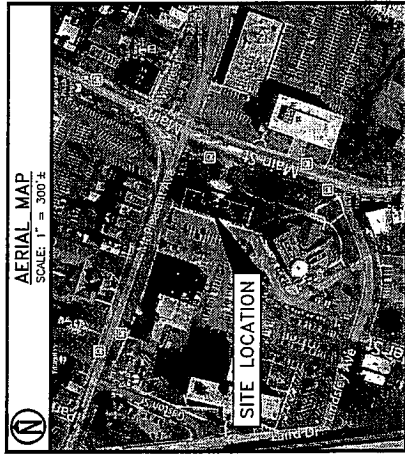
(SEAL)

My Commission Expires:



EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE,
ANTENNA SPACE AND CABLING SPACE**



ROOF PLAN

- LEGEND**
- LIGHT LINE WORK INDICATES EXISTING OBJECTS
 - HEAVY LINE WORK INDICATES LESSEE'S PROPOSED OBJECTS

GENERAL NOTES:

- EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
- THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
- DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.

SITE INFORMATION:

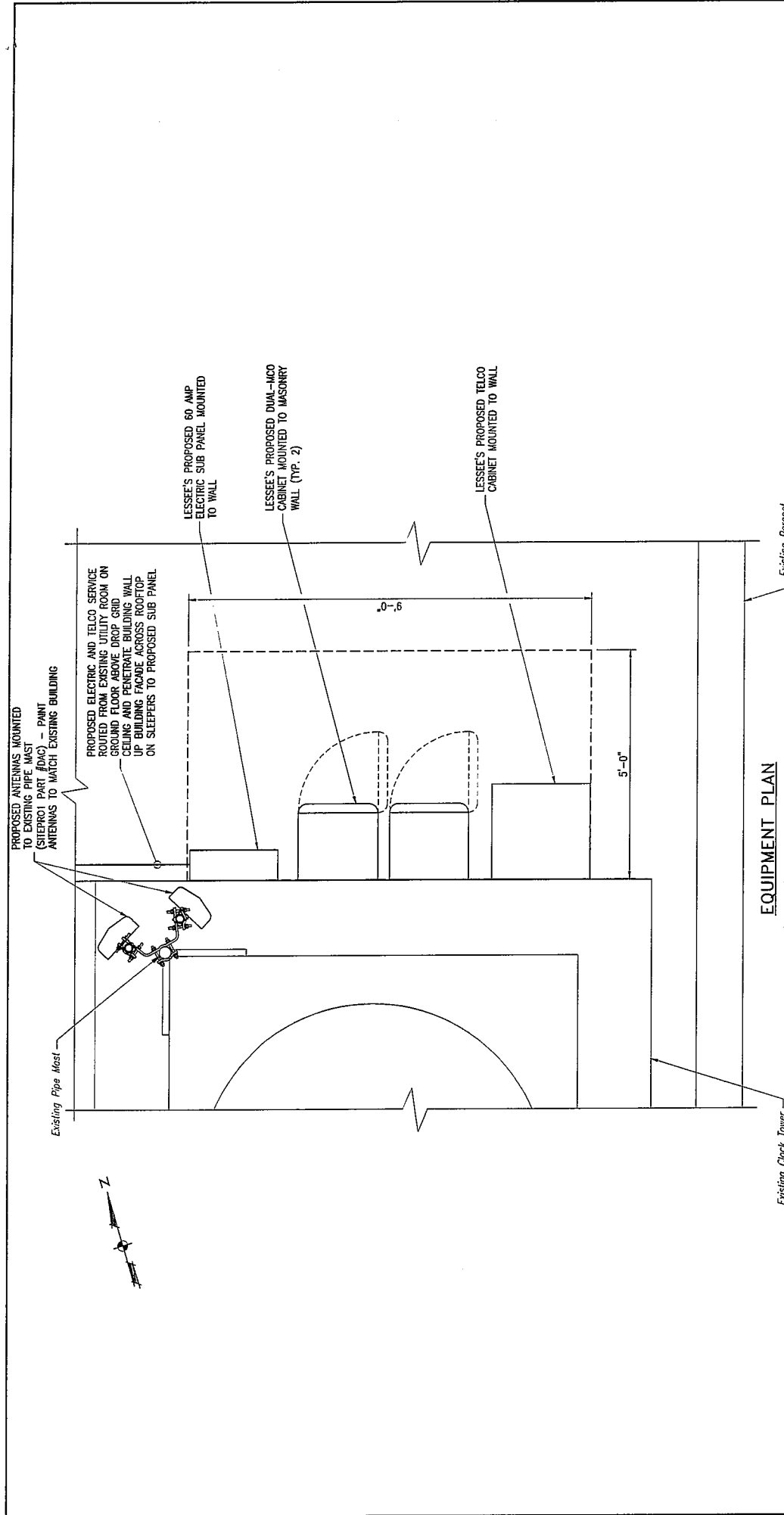
- PROPERTY OWNER/LESSOR:
TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY
OWNER CONTACT: JACK SAVERS
OWNER CONTACT PHONE #: (973) 325-4050
- LESSEE:
NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
- SITE ADDRESS:
66 MAIN STREET
WEST ORANGE, NEW JERSEY
BLOCK & LOT: BLOCK: 67 - LOT: 1
- ZONING DISTRICT:
B-1
- SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14.
- THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE LESSEE'S PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SC
66 MAIN STREET
WEST ORANGE, NEW JERSEY

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon** wireless
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER
CONSULTING P.A.
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
TEL: 973-398-3116
FAX: 973-398-3116
COA# 24GA27986500

REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
3	07/21/14	REV. PER ADDITIONAL V2W COMMENTS	MJP	TEP
2	07/15/14	ISSUED AS FINAL	UJB	TEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	TEP
0	05/20/14	V2W INTERNALLY APPROVED	JRF	TEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	TEP



EQUIPMENT PLAN
SCALE: 1/2" = 1'-0"

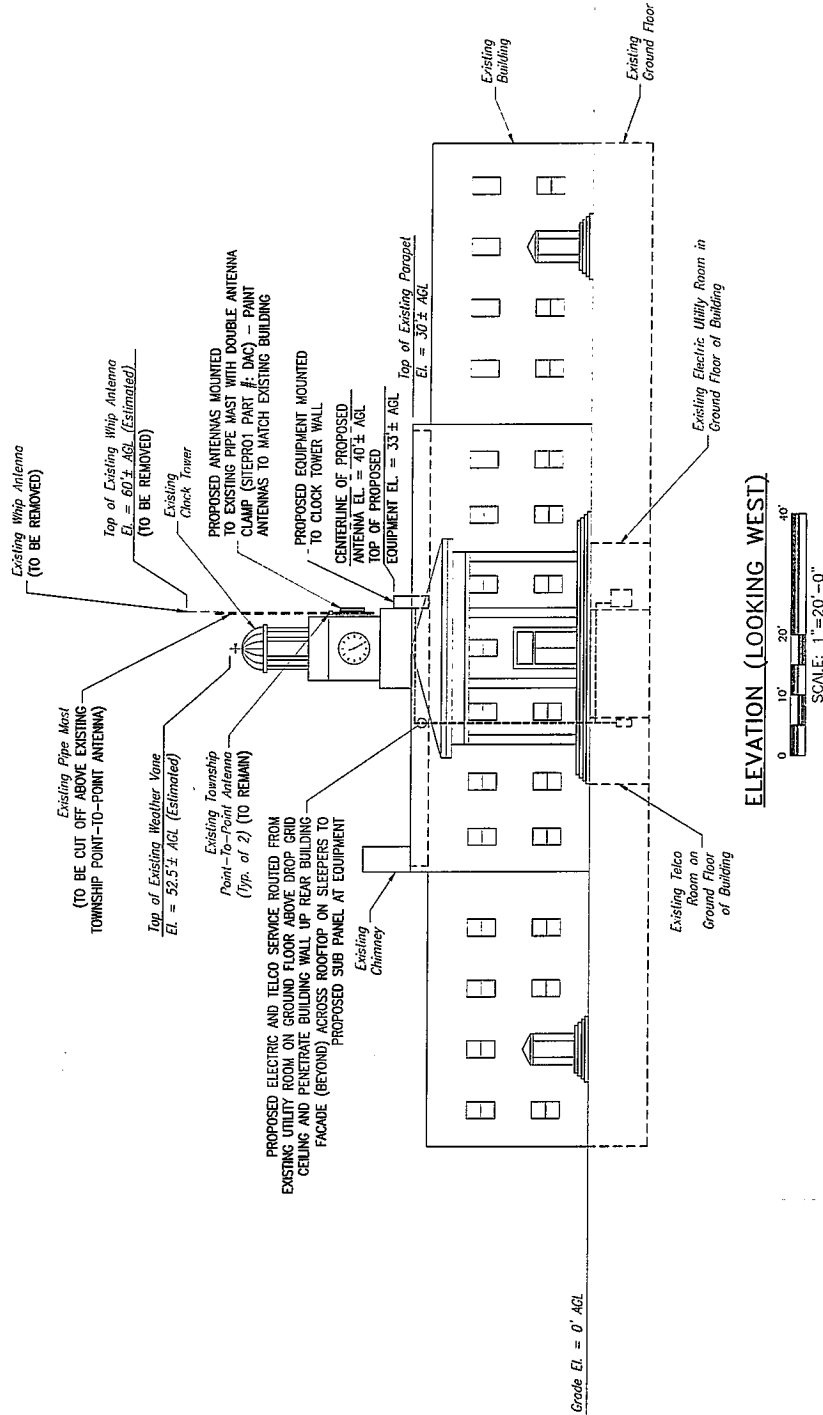
**NEW YORK SMSA
LIMITED PARTNERSHIP**
d/b/a **verizon wireless**
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER
Consulting, Municipal & Environmental Engineers
P.C.
New Jersey, New York, Pennsylvania, Virginia
400 Valley Road, Suite 300
Basking Ridge, NJ 07005
973-390-3110
COA# 24GA2798500

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SC
66 MAIN STREET
WEST ORANGE, NEW JERSEY

MASER JOB NO. 14907023A
SHEET NO. **LE-2**

REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
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2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	ITP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP



ELEVATION (LOOKING WEST)

EXHIBIT "A"

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

WEST ORANGE
MT. PLEASANT AVENUE SC

86 MAIN STREET
WEST ORANGE, NEW JERSEY

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	TEP
2	07/15/14	ISSUED AS FINAL	MBP	TEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	TEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	TEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	TEP

MASER
CONSULTING, MUNICIPAL & ENVIRONMENTAL ENGINEERS
NEW JERSEY - NEW YORK - PENNSYLVANIA - VIRGINIA
400 Valley Road, Suite 204
Mt. Pleasant, NJ 08876
973-982-3110
COA# 24GA27985500

SHEET NO.

14907023A

MASER JOB NO.

LE-3

Exhibit “B”

SITE NAME: West Orange Mt Pleasant Ave SC
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 18th ^{September} day of ~~July~~, 2014, between THE TOWNSHIP OF WEST ORANGE, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately forty-five (45) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 66 Main Street, Township of West Orange, County of Essex, State of New Jersey (commonly known as Lot 1 in Block 67 on the tax maps of the Township of West Orange (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment, specifically equipment required to install, operate and maintain what are commonly known as "small network nodes"; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, subject to the limitations and requirements with respect to access set forth in Paragraph 6 below. The Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in as is condition, which shall be ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this

Exhibit “C”

SITE NAME: West Orange Mt. Pleasant Ave SC
Attorney/Date: Susan Stocker, Esq. 1/30/15

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") made this 1st day of April 2015, between THE TOWNSHIP OF WEST ORANGE, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement, dated September 18, 2014; and

WHEREAS, LESSOR and LESSEE have agreed to amend the Lease Agreement on the terms and conditions set forth herein; and

WHEREAS, The Rooftop Space, Antenna Space and Cabling Space are collectively referred to as the "Premises" and are attached to the Lease Agreement as Exhibit "A", "Site Plan of Rooftop Space, Antenna Space and Cabling Space"; and

WHEREAS, the Parties have agreed to replace Exhibit "A" with a revised Exhibit A, titled Exhibit "A" West Orange Mt. Pleasant Avenue SNN, dated May 20, 2014 and revised through January 29, 2015.

NOW, THEREFORE, in consideration of the covenants set forth herein, and intending to be legally bound, the parties agree as follows:

1. Exhibit "A", Site Plan of Rooftop Space, Antenna Space and Cabling Space is removed from the Lease Agreement and replaced in its entirety with Exhibit "A", West Orange Mt. Pleasant Avenue SNN, dated May 20, 2014 and revised through January 29, 2015, attached to this First Amendment.

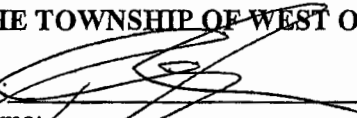
2. Except as amended hereby, the terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the first date above written.

LESSOR:

THE TOWNSHIP OF WEST ORANGE

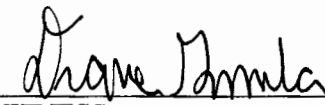

WITNESS

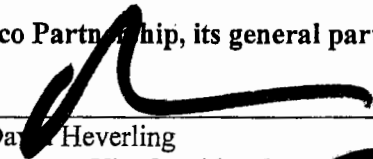
By: 
Name: Robert D. Parisi
Title: Mayor
Date: February 10, 2015

LESSEE:

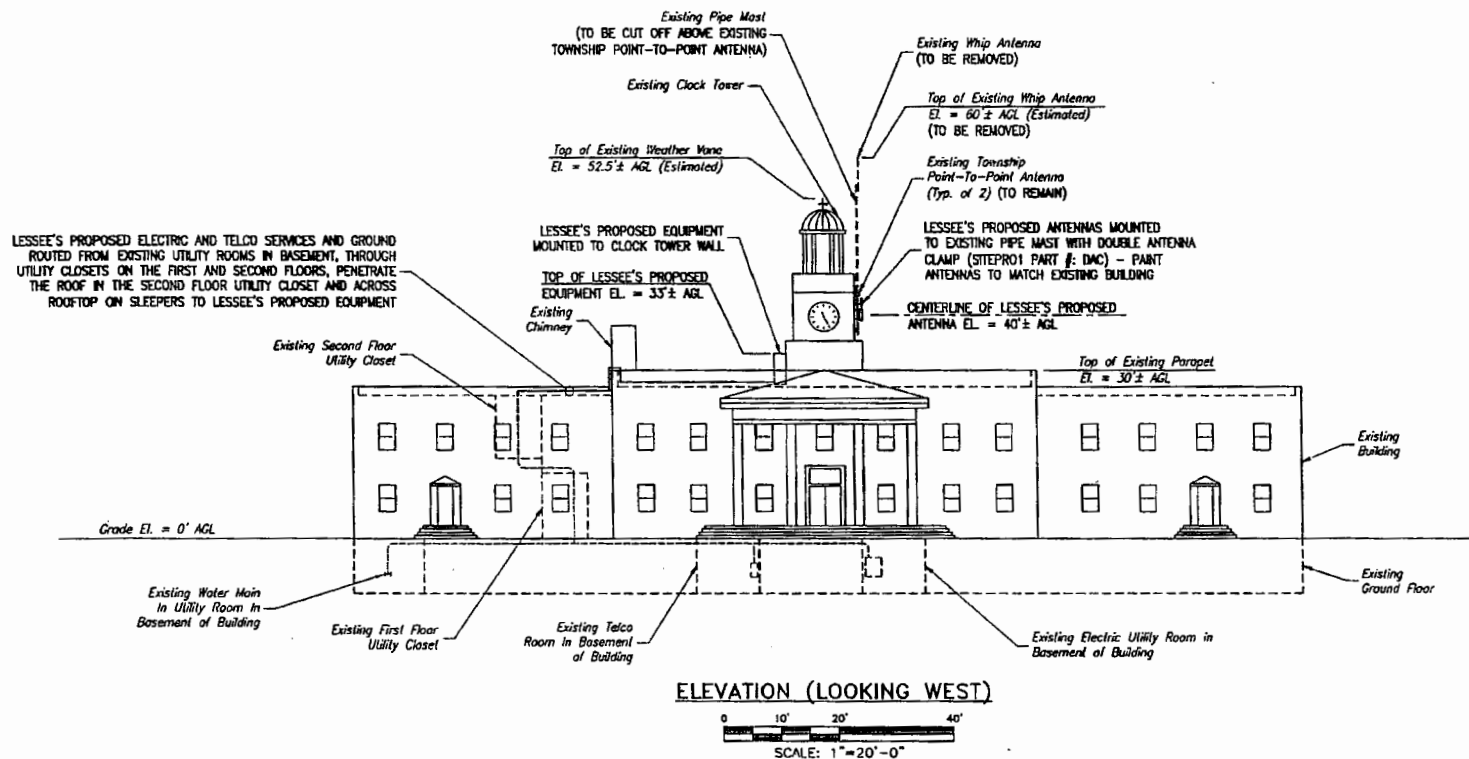
NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless

By: Cellco Partnership, its general partner


WITNESS

By: 
David Heverling
Its: Area Vice President Network
Date: 4/1/15

Attachment
Exhibit "A"



4	01/29/15	REVISED UTILITY ROUTING	DJS	FEP
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

66 MAIN STREET
BLOCK 67, LOT 1
WEST ORANGE, ESSEX COUNTY,
NEW JERSEY 07052

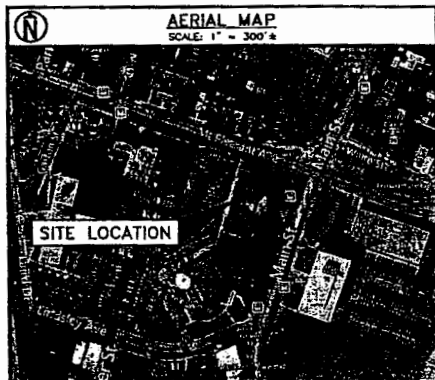
NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER JOB NO. 14987023A

MASER
CONSULTING, SURVEYING & ENVIRONMENTAL ENGINEERS
PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS

New Jersey New York Pennsylvania Virginia
400 Valley Road, Suite 200
Mt. Arlington, NJ 07066
973-398-3118
COA# 24GAZ7966500
SHEET NO. **LE-3**



GENERAL NOTES:

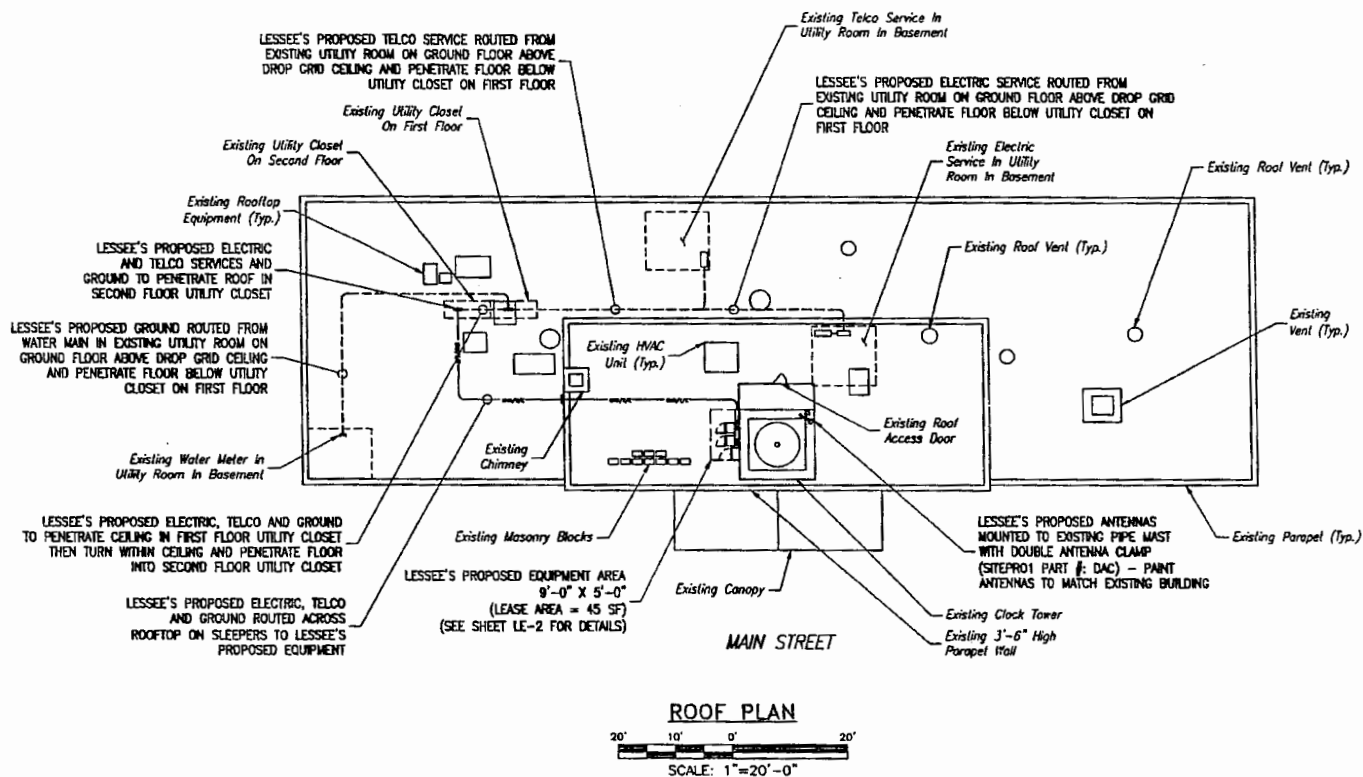
- EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
- THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
- DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.

SITE INFORMATION:

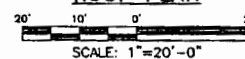
- PROPERTY OWNER/LESSOR: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052

OWNER CONTACT: JACK SAYERS

OWNER CONTACT PHONE #: (973) 325-4050
- LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
- SITE ADDRESS: 66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052
- COUNTY: ESSEX
- BLOCK & LOT: BLOCK: 67 - LOT: 1
- ZONING DISTRICT: B-1
- SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14 AND 01/21/15.
- THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE LESSEE'S PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- UTILITY ROUTING INDICATED IS BASED ON LIMITED OBSERVATIONS MADE IN THE FIELD WITHOUT ANY SUB-SURFACE INVESTIGATION



ROOF PLAN



LEGEND

- LIGHT LINE WORK INDICATES EXISTING OBJECTS
- HEAVY LINE WORK INDICATES LESSEE'S PROPOSED OBJECTS

REV	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
4	01/29/15	REVISED UTILITY ROUTING	DJS	FEP
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	NBP	FEP
2	07/15/14	ISSUED AS FINAL	NBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

66 MAIN STREET
BLOCK 67, LOT 1
WEST ORANGE, ESSEX COUNTY,
NEW JERSEY 07052

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

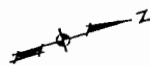
MASER
CONSULTING, INC.
Consulting, Municipal & Environmental Engineers
Planners & Surveyors - Landscape Architects
New Jersey New York Pennsylvania Virginia
400 Valley Road, Suite 204
Briarcliff, NY 10512
973-399-3118
COA# 24GA27908500

MASER JOB NO.

14907023A

SHEET NO.

LE-1



LESSEE'S PROPOSED ELECTRIC AND TELCO SERVICES AND GROUND ROUTED FROM EXISTING UTILITY ROOMS IN BASEMENT, THROUGH UTILITY CLOSETS ON THE FIRST AND SECOND FLOORS, PENETRATE THE ROOF IN THE SECOND FLOOR UTILITY CLOSET AND ACROSS ROOFTOP ON SLEEPERS TO LESSEE'S PROPOSED EQUIPMENT

LESSEE'S PROPOSED 60 AMP ELECTRIC SUB PANEL MOUNTED TO WALL

LESSEE'S PROPOSED DUAL-MCO CABINET MOUNTED TO MASONRY WALL (TYP. 2)

2 3/8" MOUNTING PIPE

P1000 UNISTRUT

LESSEE'S PROPOSED TELCO CABINET MOUNTED TO WALL

CANTILEVER WALL BRACKET (SITEPRO1 PART# SP250-6 OR APPROVED EQUAL)

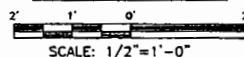
Existing Pipe Mast

LESSEE'S PROPOSED ANTENNAS MOUNTED TO EXISTING PIPE MAST (SITEPRO1 PART #DMC) - PAINT ANTENNAS TO MATCH EXISTING BUILDING

Existing Parapet

Existing Clock Tower

EQUIPMENT PLAN



REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
4	01/29/15	REVISED UTILITY ROUTING	UJS	PEP
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	PEP
2	07/15/14	ISSUED AS FINAL	MDP	PEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	PEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	PEP

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

66 MAIN STREET
BLOCK 67, LOT 1
WEST ORANGE, ESSEX COUNTY,
NEW JERSEY 07052

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER
CONSULTING, INC.
Consulting, Municipal & Environmental Engineers
Planners & Surveyors - Landscape Architects

New Jersey, New York, Pennsylvania, Virginia
Customer Loyalty through Client Satisfaction
400 Valley Road, Suite 304
Mt. Arlington, NJ 07054
973-266-3110
COA# 24GA27985500

MASER JOB NO.

14907023A

SHEET NO.

LE-2

Exhibit “D”

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the Second Amendment) is made this _____ day of _____, 20__ (the "Effective Date"), by and between Township of West Orange, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated as "LESSOR" and New York SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

WHEREAS, LESSOR and LESSEE entered into that certain Lease Agreement dated September 18, 2014 and a First Amendment to Lease Agreement dated April 1, 2015 (hereinafter referred to collectively as the "Lease Agreement") for the lease of a portion of certain real property owned or controlled by LESSOR and commonly known as 66 Main Street, in the Township of West Orange, in the County of Essex and State of New Jersey; and

WHEREAS, LESSEE seeks to modify the installation with respect to the electrical connections and add either a direct meter or a submeter to LESSOR's electrical panel.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 4, *Electrical*, of the Agreement is hereby deleted in its entirety and replaced with the following language:

" 4. Electrical.

- a. LESSOR shall, at all times during the Term, as hereinafter defined, provide the Premises with utilities (including electric and telephone), and furnish electric service for the operation of LESSEE's installation in the Premises. If feasible for LESSEE, and permitted by the local utility company servicing the Premises, LESSEE shall furnish and install a direct meter at the Premises for measurement of its electricity provided that LESSEE shall pay any and all service fees and charges from the local utility company associated with the meter's installation. In the alternative, LESSEE shall install a submeter, at LESSEE's expense, for the measurement of electric usage used by LESSEE's installation and LESSEE shall cause its third party meter reading company to remotely read the submeter and send LESSEE monthly invoices for LESSEE's actual electric usage to: Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, e-mailed to livebills@ecova.com or to such other address as LESSEE may change

from time to time, in connection with same. The contact telephone number for contact purposes is: 1-866-322-4547. The monthly invoices shall be calculated as follows: actual monthly electricity used by LESSEE at the Premises multiplied by the then current billing rate established by the applicable utility company or if such rate is no longer utilized, then such other similar rate as may be established by the utility and any and all service fees charged by the utility. Within thirty (30) days after LESSEE's receipt of the monthly invoice from the meter reading company, LESSEE shall pay such amount to LESSOR as reimbursement for LESSEE's utility usage and LESSEE shall provide LESSOR with a copy of the company's meter reading invoice.

- b. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during a power interruption or prior to electric metering), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. Notwithstanding anything stated in this Agreement, LESSOR acknowledges that LESSEE may immediately after the Effective Date of the Second Amendment commence to prepare the Premises for electric, phone and other utilities, including the installation of any direct meters or submeters.
- c. The Parties acknowledge that pursuant to Paragraph 4 of the Lease Agreement, LESSEE pays to LESSOR the annual sum of One Thousand, Two Hundred and 00/100 Dollars (\$1,200.00) ("Current Utility Charge") in advance for the estimated costs of LESSEE's current electrical use. The provisions for payment by LESSEE of the costs of electrical usage pursuant to Paragraph 4.a above, shall commence upon the date LESSEE installs either the direct meter or the submeter and same is made operational ("Meter Installation Date"). The Current Utility Charges shall not be prorated as of the Meter Installation Date and LESSOR shall be entitled to retain any prepaid Current Utility Charge. The Parties agree to acknowledge in writing the Meter Installation Date."

2. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Second Amendment.

3. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

Site Name: West Orange Mt. Pleasant Ave. SC
Attorney/Date: Richard L. Schneider, Esq./5-6-19

4. Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in the Second Amendment conflicts with the terms of the Lease Agreement, the terms and provisions of the Second Amendment shall prevail.

5. All capitalized terms shall have the meaning ascribed to them in the Lease Agreement unless otherwise defined in this Second Amendment.

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

LESSOR

The Township of West Orange

Witness

Print Name

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE

New York SMSA Limited Partnership d/b/a

Verizon Wireless

By Celco Partnership, Its General Partner



Witness



Print Name


By: _____

Print Name: Susan Peluso

Title: Director Network Field Engineering

Date: 5/9/19

RESOLUTION

WHEREAS, on May 14, 2019, the Township Council for the Township of West Orange (the “Township”) adopted Resolution 136-19 which authorized the issuance of duplicate tax sale certificates to Lienholders “PRO Capital, LLC, ActLien Holding, Inc. and Tower DBW” (the “Lienholders”) after 31 tax sale certificates issued to the Lienholders were believed to have been lost; and

WHEREAS, following the adoption of Resolution 136-19, the original tax sale certificates were found thereby negating the need for the issuance of duplicate tax sale certificates.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that Resolution 136-19 authorizing the issuance of duplicate tax sale certificates pursuant to N.J.S.A. 54:6-52.1 is hereby rescinded.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

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>
West Essex PBA Local 81. Civic Assoc. Tricky Tray	June 10, 2019	Essex Fells Country Club Eagle Rock Ave. West Orange, NJ 07052	7602
West Essex PBA Local 81. Civic Assoc. On prem 50/50	June 10, 2019	Essex Fells Country Club Eagle Rock Ave. West Orange, NJ 07052	7603
Seton Hall Prep School Mothers Auxiliary On Prem 50/50	November 7, 2019	Mayfair Farms 481 Eagle Rock Avenue West Orange, NJ 07052	7604
Seton Hall Prep School Mothers Auxiliary Off Prem 50/50	November 7, 2019	Mayfair Farms 481 Eagle Rock Avenue West Orange, NJ 07052	7605
Seton Hall Prep School Mothers Auxiliary Tricky Tray	November 7, 2019	Mayfair Farms 481 Eagle Rock Avenue West Orange, NJ 07052	7606
St. Joseph's Regional & Medical Center Fdn. Off Prem 50/50	June 25, 2019	Montclair Golf Club 25 Prospect Avenue West Orange, NJ 07052	7607
Partners for Health Inc. On Prem 50/50	July 16, 2019	Montclair Golf Club 25 Prospect Avenue West Orange, NJ 07052	7608

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

Jerry Guarino
Council President

Adopted: May 29, 2019

**RESOLUTION TO AUTHORIZE THE PURCHASE OF COMPUTER
HARDWARE AND SOFTWARE THROUGH DELL MARKETING**

WHEREAS, the Township of West Orange has the need to upgrade its current computer server equipment and software which runs the Local Area Network (LAN) used by the Townships various departments; and

WHEREAS, the Township of West Orange, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of West Orange intends to purchase Dell computer equipment and software from the New Jersey State contracts with Dell Marketing through the WSCA/NASPO Contract for computer software and the Naspo/Valuepoint contract for computer hardware in an amount of \$55,025.80 see attached "Exhibit A"

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the contract with Dell Marketing, 1 Dell Way, Round Rock, TX 78682.

BE IT FURTHER RESOLVED, that the Purchasing Agent be hereby authorized to arrange to pay for the foregoing in accordance with the terms of said Purchase Order on behalf of the Township of West Orange from funds certified by the Chief Financial Officer.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

I hereby certify funds available in 2019 budget Account # 03-2450-15-0030-010

John O. Gross, Chief Financial Officer

“EXHIBIT A”

NASPO/VALUEPOINT
 CONTRACT #MNWC-108
 NJ STATE CONTRACT # 19-TELE-00656
 CONTRACT CODE #WN23AAGW

Amount	Description	Unit Price	Sub total
	<u>Hardware</u>		
(1)	Dell EMC SCv 3020	\$30,999.00	\$30,999.00
(1)	PowerEdge R440 [1]	\$7,299.00	\$ 7,299.00
(1)	PowerEdge	\$11,499.00	<u>\$11,499.00</u>
			\$49,797.00

WSCA/NASPO Contract # 89AHA
 NJ Contract # M0003/89850

	<u>Licenses</u>		
(4)	VLA WINSVRSTDCORE 2019	\$697.70	\$2,790.80
(100)	VLA Windows Server users	\$24.38	<u>\$2,438.00</u>
			\$5,228.80
Total Cost:			\$55,025.80

RESOLUTION

WHEREAS, the Library currently consists of approximately 24,000 square feet and is located in the Municipal Complex; and

WHEREAS, the Township Council, upon the recommendation of the Planning Board, has determined that the current library qualifies as an area in need of redevelopment; and

WHEREAS, the Township Council has determined that 10 Rooney Circle qualifies as an area in need of redevelopment which determination has been upheld by the Superior Court of New Jersey; and

WHEREAS, the Library Board is considering the merits of moving the Library to 10 Rooney Circle; and

WHEREAS, by previous Resolutions of the Township Council, the Township retained Arcari Iovino Architects, P.C. (“Iovino”) and Shine Engineering, P.A. to consider certain aspects of the structure at 10 Rooney Circle; and

WHEREAS, the Library Board has requested that Iovino perform a further assessment concerning the structural integrity of 10 Rooney Circle; and

WHEREAS, the Library is willing to pay for certain architectural services (\$7,500) and the estimating services (\$3,500); and

WHEREAS, the Board of the Public Library has requested that the Township retain Iovino to do certain structural testing at a cost of between \$9,000 and \$13,000; and

WHEREAS, the safety and integrity of any structure is critical to the mandate of the Township;

NOW, BE THERE RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute and the Municipal Clerk be and is hereby authorized to attest to the retention of Arcari Iovino Architects, P.C. at a cost not to exceed \$13,000 for the structural testing set forth in the Arcari Iovino proposal dated May 8, 2019;

PROVIDED, HOWEVER, the Library shall be responsible for all other aspects of the proposal;
and

WHEREAS, notice of the award of this contract shall be published and available in conformance
of applicable law.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

I hereby certify funds available in 2019 budget Account No.

John O. Gross, Chief Financial Officer



One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



May 8, 2019

Lisa Fahoury, Library Board President
WEST ORANGE PUBLIC LIBRARY
46 Mt. Pleasant Avenue
West Orange, New Jersey 07052

RE: PROFESSIONAL SERVICES PROPOSAL
LIBRARY CONCEPT STUDY - 10 ROONEY CIRCLE

Dear Ms. Fahoury,

It was nice to meet with you and the committee recently regarding the building at 10 Rooney Circle. We discussed tasks that the board would like us to perform to further the conceptual study. It was understood that the pending state grant application process may begin at any moment and that this study should be completed in early June.

During our meeting we discussed incorporating a portion of the lower level into the previous concept plan thus adding roughly 7,500 square feet of area to the proposed library. This would bring the new proposed library to roughly 32,000sf. We also talked about certain features the library should contain as well as exterior improvement ideas. Our study will include these items and take a broad view of the building and the approach to the property.

Structural Assessment

I had also mentioned the initial findings of our structural engineer and the need to sample the steel frame to determine the metal composition. This would confirm the floor loading capability and enable us to more confidently plan the spaces. We have secured a quote from our consultant for such testing and describe the costs below should you elect to pursue that evaluation.

Cost Assessment

Ultimately, we will produce a concept plan and an updated opinion of the probable construction value. We discussed engaging a third-party cost estimating consultant for a more detailed assessment. We have secured a quote for such services and included it as an optional service.

Conceptual Design

We would begin our process by gathering the documents from the initial study and revisiting the property to observe the exterior conditions in more focus. We would prepare a list of the spaces

and their room sizes to enumerate the library components. This would be sent to the library for review and feedback. Concurrently, we would explore options for the larger library plan encompassing both floors. A meeting would be held with the committee to review the plan and to collaborate on the design concept.

With a direction selected, we would refine the plan graphic and information regarding the exterior improvements. An opinion of the probable construction value or the optional estimator's service would then be performed. In order to meet the expedited timeframe, some tasks will overlap.

The materials produced through this proposal's scope may be used in part for the pending state grant application for library construction. It is understood that additional materials will be required by the state but are not quantifiable until they release their regulations later this year. We can assist with that application process as an additional service.

Architectural services:

Our fee for this enhanced conceptual study is **Seven Thousand Five Hundred (\$7,500).**

Estimating services (optional):

The fee for third-party cost estimator services is **\$3,500** and will include one conceptual cost estimate based upon the floor plan and scope information we develop and provide.

Structural testing (optional):

The library would need to engage a contractor to cut several samples from the girders and then send them to a lab for testing. You will need the building owner's permission to cut the samples. We believe that the lab results could be done in 3 to 4 weeks. We also recommend that a core sample be drilled into the concrete slabs to confirm thickness and if they are slab-on-grade as assumed.

Testing Lab costs should be in the range of \$3,000 to \$5,000 for 3 samples. A contractor's cost to cut the samples should be in the \$3,000-\$5,000 range. Our structural engineer would bill hourly to coordinate the sampling and do a site visit and estimates their time to be \$3,000. Altogether we believe the testing costs to be in the **\$9,000-13,000 range.**

We anticipate that Architectural report will be submitted within 45 days of authorization to proceed. We look forward to working with you again.

Sincerely,



Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.
American Institute of Architects - NJ Chapter Firm of the Year 2011

RESOLUTION

WHEREAS, New Jersey is home to a rich diversity of wildlife and ecologically significant natural communities, and

WHEREAS, New Jersey's wildlife and wild places are under threat from development, fragmentation, invasive species and the impacts of people, and

WHEREAS, the populations of mammals, birds, invertebrates, fish, reptiles and amphibians that live in and migrate through New Jersey find themselves clinging to smaller and smaller pieces of wild clean lands and aquatic habitats, and

WHEREAS, it is more cost-effective to prevent species from becoming imperiled than it is to recover them once their populations have declined, and

WHEREAS, a naturally functioning and healthy ecosystem represents a healthy environment for NJ wildlife and our citizens, and

WHEREAS, the NJ Division of Fish and Wildlife, other state and federal agencies, and many partners in conservation have worked together to develop a state Wildlife Action Plan for the benefit of biologists, wildlife experts, municipal leaders, land stewards, non-profit organizations, educators, planners, researchers, outdoor recreation enthusiasts, landowners and all the people who know the wild places of New Jersey State; and

WHEREAS, the New Jersey Wildlife Action plan is a comprehensive action agenda for the conservation of native wildlife, the restoration of important lands and water, and public education targeting the needs of rare wildlife in New Jersey; and

WHEREAS, the residents of, and visitors to, New Jersey also enjoy and benefit from New Jersey's wildlife and wild spaces.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange shall take the

following steps with regard to the Township's municipal land-use decisions with the intent of making the Township an ecologically sustainable community; and

BE IT FURTHER RESOLVED that the Township shall include these principles in the Township's public lands management, environmental resources inventory and next master plan revision of the Township's zoning; and

BE IT FURTHER RESOLVED that the Township will identify imperiled species, critical habitat and unique ecosystems in the Township's Environmental Resource Inventory shall include these principles in the Township's public lands management, environmental resources inventory and next master plan revision of the Township's zoning; and

BE IT FURTHER RESOLVED that the Township acknowledges that it is more cost-effective to protect species than recover species and that the Township will protect populations of rare and imperiled species that live and breed in, and migrate through, the municipality and the habitats they depend upon; and

BE IT FURTHER RESOLVED that because habitat integrity is critical to healthy biodiversity, the Township will manage publicly owned lands in accordance with wildlife management actions laid out in the New Jersey Wildlife Action Plan and will promote the management of all protected lands to promote biodiversity; and

BE IT FURTHER RESOLVED that the Township will protect wildlife habitats and maintain connectivity of habitat when formulating an open space acquisition strategy, open space stewardship plans and through the municipal master plan including planning and zoning ordinances; and

BE IT FURTHER RESOLVED that the Township will seek to minimize disturbance of critical wildlife populations and their habitats from human activities, subsidized predators and invasive species; and

BE IT FURTHER RESOLVED that when possible and appropriate, the Township will work with neighboring municipalities to implement the aforementioned principles across municipal boundaries; and

BE IT FURTHER RESOLVED that when possible and appropriate, the Township will strive to monitor and implement appropriate management of municipal easements to ensure native vegetation and wildlife takes precedence over invasive and/or exotic species.

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

Jerry Guarino
Council President

Adopted: May 29, 2019

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 25.3, 25.4, 25.5, 25.15, 25.20,
and 25.25 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF
WEST ORANGE
(MESSAGE BUSINESSES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 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 scope of the provisions governing the operation of a massage establishment in compliance with N.J.S.A. 45:11-78 which provides that the state statute governing licensing, certification or registration of massage and bodywork therapists supersedes any local or municipal ordinance. Specifically, while the statute does not govern massage businesses or establishments, it does govern individual therapists. Therefore, the Township cannot govern or establish requirements for individual licensed massage therapists but can govern licensure of massage businesses and establishments. This ordinance clarifies that the licensing requirements adopted by the Township relate the businesses and establishments rather than individual licensed massage therapists.

II. CHAPTER 5, SECTION 25.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.3 Permits Required.

- a. *Business Permit Required.* No Massage establishment shall engage in or carry on the business of massage unless it has a valid massage establishment permit issued by the Township of West Orange pursuant to the provisions of this section for each and every separate office or place of business.

III. CHAPTER 5, SECTION 25.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.4 Application Fees.

Every applicant for a permit to maintain, operate or conduct a massage establishment including out-call massage services shall file a complete application with the Township Health Department upon a form provided by said Township Health Department and pay an annual filing fee as follows:

- a. For one (1) massage practitioner the fee shall be two hundred fifty (\$250.00) dollars per year.
- b. For each additional massage practitioner, the fee shall be one hundred (\$100.00) dollars per year.
- c. All fees are nonrefundable.

- d. To the extent an applicant has fully complied with the Home Occupation Ordinance as provided in subsection 25-9.9 and paid the registration fee, the amount of this permit fee shall be reduced by the same amount.
- e. If at any time after the initial permit is granted additional massage practitioners begin providing services at the massage establishment, all of the information required herein must be submitted to the Health Department within ten (10) days and the additional fee paid with proof that the additional massage practitioner is duly licensed by the New Jersey Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-73.

IV. CHAPTER 5, SECTION 25.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.5 Application for Massage Establishment Permit.

Any Massage establishment desiring a massage establishment permit shall file a written application with the Township Health Department on a form to be furnished by the Township Health Department. The applicant shall accompany the application with a tender of the correct fee set forth in subsection 5-25.4 above and shall in addition, furnish the following:

- a. The type of ownership of the business, i.e., whether individual, partnership, corporation, limited liability corporation, or otherwise.
- b. The name, style and designation under which the business or practice is to be conducted.
- c. The business address and all telephone numbers where the business is to be conducted.
- d. A complete list of the names, residence addresses and emergency telephone numbers of all massage practitioners and employees in the business and the name, residence addresses and emergency telephone numbers of the manager or other person principally in charge of the operation of the business.
- e. Proof that all massage practitioners at the Massage establishment are duly licensed by the New Jersey Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-73.
- f. The following personal information concerning the applicant, if an individual; concerning each stock-holder holding more than ten (10%) percent of the stock of the corporation, each officer and each director or managing agent, if the applicant is a corporation; concerning the partners, including limited partners, if the applicant is a partnership; the manager or other person principally in charge of the operation of the business:
 - 1. The name, complete residence address and residence/emergency telephone number.
 - 2. The two (2) previous addresses immediately prior to the present address of the applicant.
 - 3. Written proof of age.
 - 4. Height, weight, color of hair and eyes and sex.
 - 5. Two (2) front-face portrait photographs taken within thirty (30) days of the date of the application and two by two (2 x 2) inches in size.
 - 6. The massage or similar business history and experience, including but not limited to whether or not the individual providing the personal information pursuant to this provision has previously operated in this or another town or state under a license or permit or has had such license or permit denied, revoked or suspended and the reason therefor and the business activities or occupations subsequent to such action for denial, suspension or revocation.

7. All criminal convictions other than misdemeanor traffic violations, fully disclosing the jurisdiction in which convicted and the offense for which convicted and circumstances thereof.
8. A diploma, certificate or other written proof of graduation from a recognized school by the person who shall be directly responsible for the operation and management of the massage business.
9. Such other information, identification and physical examination of the person deemed necessary by the Township Health Department in order to discover the truth of the matters hereinbefore required to be set forth in the application.
10. Authorization for the Township and its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the permit.
11. The names and addresses of three (3) adult residents of the County who will serve as character references. These references must be persons other than relatives and business associates.
12. A written declaration by the individual providing the personal information pursuant to this provision, under penalty of perjury, that the foregoing information contained in the application is true and correct, said declaration being duly dated and signed in the Township.

V. CHAPTER 5, SECTION 25.15 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.15 Appointment Book to Be Kept.

Every Massage establishment which operates a massage business or practices or provides a massage shall, at all times, keep an appointment book in which the name of each and every patron shall be entered, together with the time, date and place of service and the service provided. Such appointment book shall be available at all times for inspection by the Health Department's authorized representatives.

VI. CHAPTER 5, SECTION 25.20 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.20 Permit Specifications Not to Be Changed.

No Massage establishment granted a permit pursuant to this section shall operate under any name or conduct its business under any designation for any location not specified in its permit.

VII. CHAPTER 5, SECTION 25.25 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-25.25 Violations and Penalties.

Any Massage establishment or person violating any of the provisions of this section shall, upon conviction, be liable to a penalty as stated in Chapter I, Section 1-5 et seq.

VIII. 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.

IX. 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.

X. EFFECTIVE DATE

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

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: May 14, 2019

Adopted: May 29, 2019

Legislative History

The purpose of this ordinance is to revise the scope of the provisions governing the operation of a massage establishment in compliance with N.J.S.A. 45:11-78 which provides that the state statute governing licensing, certification or registration of massage and bodywork therapists supersedes any local or municipal ordinance. Specifically, while the statute does not govern massage businesses or establishments, it does govern individual therapists. Therefore, the Township cannot govern or establish requirements for individual licensed massage therapists but can govern licensure of massage businesses and establishments. This ordinance clarifies that the licensing requirements adopted by the Township relate the businesses and establishments rather than individual licensed massage therapists.

**AN ORDINANCE AUTHORIZING THE OFFER BY PRIVATE SALE OF THE
PROPERTY AT BLOCK 175.08, LOT 7 ON THE TOWNSHIP OF WEST ORANGE
TAX MAP TO THE ADJACENT PROPERTY OWNERS PURSUANT TO THE LOCAL
LANDS AND BUILDINGS LAW**

WHEREAS, the Township of West Orange (the “Township”) is the owner of certain real property known as Block 175.08, Lot 7 on the Township of West Orange Tax Map (the “Property”), an undeveloped, undersized lot with no structures or capital improvements, and adjacent to the property commonly known as 60 Mellon Avenue; and

WHEREAS, the Township does not have any particular use of the Property and seeks to sell the Property via private sale pursuant to N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law; and

WHEREAS, N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law requires that the Township offer the owners of the properties contiguous to the Property (the “Contiguous Owners”) the right to prior refusal to purchase the Property; and

WHEREAS, the Contiguous Owners of the Property are: (i) Dev Gardin and Miriam Gardin who own the property at 60 Mellon Avenue, Block 175.08, Lot 8 on the Tax Map of the Township of West Orange; and (ii) Mary E. Carle who resides at 133 Morris Turnpike in Randolph, New Jersey and owns the property located on Block 175.08, Lot 6; and

WHEREAS, the Township Appraiser has estimated that the Property is valued at least at \$5,000 (the “Estimated Value”); and

WHEREAS, the Legal Department has drafted a letter notice (the “Letter Offer”) to the Contiguous Owners which provides them eighteen (18) days to advise whether they wish to exercise their right to prior refusal for the purchase of the Property at the Estimated Value, annexed hereto as Exhibit “A.”

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that the Township is authorized to sell the Property consistent with the procedures set forth in N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law; and

BE IT FURTHER ORDAINED the Township is authorized to issue the Letter Offer to the Contiguous Owners pursuant to the procedures set forth in N.J.S.A. 40A:12-13.2 of the Local Lands and Buildings Law; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law.

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: May 14, 2019

Adopted: May 29, 2019

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Buildings Law which governs the private sale of undersized and undeveloped real property with no capital improvements owned by a municipality. N.J.S.A. 40A:12-13.2 requires that a municipality provide to the owners of contiguous properties the right to prior refusal to purchase. Thus, this Ordinance authorizes the commencement of the private sale of the real property located at Block 175.08, Lot 7 on the Township of West Orange Tax Map (the “Property”) by first allowing the Township to issue letter notices to the owners of the properties contiguous to the Property the right to prior refusal to purchase to be exercise no later than eighteen days (18) days from the issuance of the notice. In consultation with the Township’s appraiser, the estimate fair market value of the Property is \$5,000 which is reflected in the letter notices.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”), made as of the ____ day of _____, 2019, by and between **THE TOWNSHIP OF WEST ORANGE**, (the “Seller” or the “Township”) and **[BUYER’S NAME]** (the “Buyer”).

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property known as Block 175.08, Lot 7 on the Township of West Orange Tax Map (the “Property”), an undeveloped and undersized lot adjacent to the property commonly known as 60 Mellon Avenue; and

WHEREAS, on _____ the Township Council for the Township of West Orange adopted resolution _____ authorizing the Township to sell the Property pursuant to N.J.S.A. 40A:12-13.2; and

WHEREAS, on _____, pursuant to N.J.S.A. 40A:12-13.2, the Township issued a letter to the owners of the properties contiguous to the Property (the “Contiguous Owners”) providing notice that the Township intended to sell the Property and that the Township was providing the Contiguous Owners, the right to prior refusal to purchase the Property; and

WHEREAS, on _____, the Buyer submitted a formal offer consistent with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, it is agreed as follows:

1. SALE. Seller agrees to sell and Buyer agrees to purchase the Seller’s right, title, and interest in and to the Property for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter provided.

2. PURCHASE PRICE. The Purchase Price of the Property is FIVE THOUSAND AND 00/100 (\$5,000) DOLLARS (the "Purchase Price").

The Purchase Price shall be payable as follows:

A. Upon execution of this Agreement, the Buyer shall pay the entire Purchase Price, to be held in escrow by the Township, until the Closing (as hereinafter defined).

B. At the Closing Date as defined herein, the Township shall release the Purchase Price from escrow and accept the entire Purchase Price.

3. CLOSING DOCUMENTS.

A. At the Closing, Seller shall execute and/or deliver to the Buyer: (i) a Deed (the "Deed"), in proper form for recording; and (ii) such other instruments as may be reasonably required by Buyer's attorney or Buyer's title insurance company to effectuate the within transaction, including an Affidavit of Title.

B. At the Closing, Buyer shall execute and/or deliver to Seller such other documents and/or instruments as may be reasonably required by Seller's attorneys or Buyer's title insurance company to effectuate the within transaction.

4. TITLE. The dimensions of the Property shall be set forth on a survey which may be ordered by the Buyer at the Buyer's expense. The sale is subject to easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose, provided same do not render title uninsurable at regular rates. The sale is also subject to applicable zoning ordinances. The Seller shall provide title, free and clear of all mortgages, encumbrances and liens.

5. POSSESSION. At the Closing, Seller shall deliver possession of the Property to the Buyer.

6. **DUE DILIGENCE.** The Buyer shall be solely responsible for the investigation of all facts and data which it has deemed necessary or desirable to enter into this Agreement (referred to as “Due Diligence”). Due Diligence shall also include any and all investigations regarding title and investigations regarding any and all impediments related to title. Buyer consents and acknowledges that all Due Diligence has been completed or shall be completed by the Closing Date as defined herein.

7. **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that it has the opportunity to inspect the Property during the Due Diligence including, but not limited to, all of the improvements and the land comprising the Property. The Buyer acknowledges that it is purchasing the Property “**WHERE IS**” and “**AS IS**” without reliance upon any warranty or representation made by Seller or by any of its agents or representatives, including any broker, of any kind or nature, except that the Seller has not received any notice regarding any environmental issue affecting the Property. The Buyer shall be responsible, at its sole cost and expense: (i) to obtain whatever governmental certificates or approvals, that might be necessary to convey the Property to the Buyer; and (ii) to conduct an inspection and perform all Due Diligence of the Property. Buyer understands and agrees to accept the Property in its current undeveloped state. Notwithstanding the above, Seller will convey to Buyer good and marketable title to the Property, insurable at regular rates by a title insurance company licensed to do business in New Jersey, chosen by Buyer, subject to the restrictions set forth herein.

8. **CLOSING OF TITLE.** The Closing shall take place within fourteen (14) days after the later of the: (i) Township Council for the Township’s approval of the sale, and (ii) approval of the Subdivision by the Township Planning Board, **TIME BEING OF THE ESSENCE** (the “Closing Date”), at the offices of McManimon, Scotland and Baumann, LLC, 75

Livingston Avenue, Suite 201, Roseland, New Jersey 07068, or at such other location as may be mutually agreed by the parties, at a time mutually convenient for the parties.

9. TOWNSHIP COUNCIL APPROVAL. The parties' obligations set forth in this Agreement are expressly subject to final approval by the Township Council for the Township of West Orange (the "Township Council") to be manifested in the adoption of a resolution authorizing the sale of the Property **and** the execution of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. If any of the terms in this Agreement conflict with any previous agreement or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto.

11. BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

12. CONSTRUCTION. The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement.

13. FURTHER ASSURANCES. Each party agrees that at any time or from time to time upon written request of the other party, they will execute and deliver all such further documents and do all such other acts and things as may be reasonably required to confirm or consummate this transaction.

14. CAPTIONS. The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

15. NOTICES. All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or overnight courier postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

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

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

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, New Jersey 07052

With copy to:

Richard D. Trenk, Esq.
McManimon, Scotland and Baumann
75 Livingston Avenue, Suite 201
Roseland, New Jersey 07068

(b) **In the case of the [BUYER'S NAME]:**

[BUYER'S NAME]
[BUYER'S ADDRESS]

With copy to:

[BUYER'S COUNSEL'S NAME]
[BUYER'S COUNSEL'S ADDRESS]

Any party may change the notice address by written notice to the other party.

16. REMEDIES. If Buyer defaults in its obligations hereunder, Buyer shall waive any and all rights to the funds held by the Township in escrow as liquidated damages and Seller shall keep the funds held in escrow and may sell the Property to another buyer. If the Seller defaults in its obligations hereunder or shall fail to close title hereunder for any reason, then

Buyer, as its sole and exclusive remedy, shall be solely entitled to the rescission of this Agreement and return of the Purchase Price paid to the Seller.

17. WAIVER OF CONDITIONS.

A. Buyer and Seller each shall have the right to waive any of the terms or conditions of this Agreement which are strictly for their respective benefit and to complete the Closing in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver shall be effective and binding only if made in writing and signed by the party who benefits from the condition being waived.

B. No waiver by either party of any failure or refusal by the other party to comply with their obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by the other party so to comply.

18. SEVERABILITY. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect. If, however, the severed clause or provision relates to the Purchase Price or other monies to be paid hereunder, Seller shall have the right to terminate this Agreement on prior written notice to the Buyer.

19. GENDER. As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

20. NO BROKER. Both Seller and Buyer represent and warrant that no real estate broker, agent, or salesperson has been involved in this transaction. The Buyer and Seller shall each indemnify the other if a brokerage commission is sought.

21. MISCELLANEOUS.

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. Seller acknowledges that Purchaser may purchase the Property as part of an IRC Section 1031 Tax Deferred Exchange for Purchaser's benefit. Seller agrees to assist and cooperate in such exchange for the benefit of Purchaser provided Seller shall incur no liability, cost or expense and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with such exchange.

C. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of the Debtor with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS:

TOWNSHIP OF WEST ORANGE, *Seller*

By: _____

MAYOR ROBERT D. PARISI

WITNESS:

[BUYER'S NAME], *Buyer*

By: _____

[BUYER'S NAME]

**ORDINANCE OF THE TOWNSHIP OF WEST ORANGE, IN
THE COUNTY OF ESSEX, NEW JERSEY, ADOPTING A
REDEVELOPMENT PLAN FOR BLOCK 155, LOTS 40.02,
40.03, 41.02, 42.02 AND BLOCK 155.21, LOT 40 PURSUANT
TO THE LOCAL REDEVELOPMENT AND HOUSING
LAW, N.J.S.A. 40A:12A-1, *et seq.* (ESSEX GREEN –
EXECUTIVE DRIVE REDEVELOPMENT AREA)**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land located in the municipality constitute areas in need of redevelopment; and

WHEREAS, in accordance with the Redevelopment Law, on January 9, 2018, the Municipal Council of the Township of West Orange (the “**Township Council**”) adopted Resolution 17-18 designating certain property identified as Block 155, Lots 40.02 (100 Executive Drive), 40.03 (Rooney Circle), 41.02 (10 Rooney Circle), 42.02 (200 Executive Drive), and Block 155.21, Lot 40 (Prospect Avenue) (collectively, the “**Redevelopment Area**”) on the tax map of the Township, as a non-condemnation area in need of redevelopment, which designation would authorize the Township Council to use all those powers permitted by the Redevelopment Law for use in a redevelopment area except the power of eminent domain; and

WHEREAS, the Redevelopment Law empowers the Township to adopt a redevelopment plan pursuant to which redevelopment projects are to be undertaken or carried out within the Redevelopment Area; and

WHEREAS, in accordance with the Redevelopment Law, a redevelopment plan has been prepared by Heyer, Gruel & Associates for the Redevelopment Area entitled the “Essex Green-Executive Drive Redevelopment Plan” dated May 1, 2019 (the “**Redevelopment Plan**”), attached hereto as Exhibit A; and

WHEREAS, the Township of West Orange Planning Board (the “**Planning Board**”) reviewed the proposed Redevelopment Plan at its duly noticed and constituted public meeting on May 1, 2019; and

WHEREAS, following such review the Planning Board rendered its report and recommendations to the Township Council and recommended the adoption of the Redevelopment Plan pursuant to N.J.S.A. 40A:12A-7(e); and

WHEREAS, the Township Council hereby finds it appropriate for the Redevelopment Plan to be adopted for the Redevelopment Area, the Redevelopment Plan being, among other things, substantially consistent with the Master Plan for the Township; and

WHEREAS, the Township Council now desires to adopt the Redevelopment Plan and to direct that the applicable provisions of the Township’s Zoning Ordinance and Map be amended

and supplemented to reflect the provisions of the Redevelopment Plan, as and to the extent set forth therein,

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of West Orange as follows:

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

2. **Adoption.** The Redevelopment Plan, as filed in the Office of the Township Clerk and attached hereto as Exhibit A, is hereby approved and adopted.

3. **Amendment of Zoning Ordinance and Map.** The sections of the Township's Zoning Ordinance and Map are hereby amended and supplemented to incorporate and reflect the Redevelopment Plan.

4. **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.

5. **Public Review.** A copy of this Ordinance shall be available for public inspection at the offices of the Township Clerk.

6. **Effective Date.** This Ordinance shall take effect as provided by law.

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: May 29, 2019

Adopted: June 11, 2019

EXHIBIT A
Redevelopment Plan

TOWNSHIP OF WEST ORANGE



ESSEX GREEN-EXECUTIVE DRIVE REDEVELOPMENT PLAN

MAY 1, 2019



Prepared By:

Heyer, Gruel & Associates

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

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

Susan S. Gruel, P.P. #1955

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

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INTRODUCTION AND PROCESS

The Essex Green-Executive Drive Redevelopment Area consists of five parcels totaling approximately 62 acres in area including Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.21, Lot 40 (the "Area"). Three of these parcels Block 155 Lots 40.02, 41.02, and 42.02 are developed with office buildings built between 1971 and 1984. Collectively these properties are known as the Executive Drive Area.

The Essex Green portion of the redevelopment area consists of two parcels located southeast of the Executive Drive Area: Block 155, Lot 40.03, a vacant lot, and Block 155.21, Lot 40, which houses the Essex Green Shopping Center. The shopping center was built in 1957 and was renovated in 1991. Currently, an application is pending before the Township's Zoning Board to renovate portions of the shopping center and construct some new pad site buildings on the property.

On September 19, 2017, the Township Council adopted resolutions 212-17 and 213-17 to direct the West Orange Township Planning Board to investigate these properties to determine if the area qualifies as a non-condemnation area in need of redevelopment per the statutory criteria of the Local Redevelopment and Housing Law (LRHL) *N.J.S.A. 40A:12A, et seq.*

The Township's planner, Paul Grygiel, PP, AICP, of the firm Phillips Preiss, prepared a preliminary investigation report entitled, "Essex Green and Executive Drive Area in Need of Redevelopment Study", dated October 2017 (the "Study"). The Township Planning Board held public hearings on the Study on November 1, 2017, and December 6, 2017. On January 4, 2018, the Planning Board adopted Resolution 18-01, which recommended that the properties be designated as a non-condemnation area in need of redevelopment. The Township Council took action at its January 9, 2018 meeting, designating the Area as in need of redevelopment through resolution 17-18.

Heyer, Gruel and Associates was retained by the Township Council on June 12, 2018 to work with the Township Planning Board to prepare a Redevelopment Plan for the Area.

In September 2018, the Township Council adopted the "300 Executive Drive Redevelopment Plan", which proposed standards for the modernization of the office building on Block 155, Lot 42.01. This Plan is the next step in the process of comprehensively redeveloping the Area.

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



STATUTORY REQUIREMENTS

The Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

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

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

EXISTING CONDITIONS

Location and Description

The Area consists of five tax parcels in West Orange Township: Block 155, Lot 40.02; Block 155, Lot 40.03; Block 155, 41.02; Block 155, 42.02; and Block 155.21, Lot 40. Current property records indicate that Block 155 Lots 40.02, 41.02, and 42.02 are owned by West Orange Executive Park, and Block 155, Lot 40.03 and Block 155.21, Lot 40 are owned by CLFP Essex Green LLC. The parcels total approximately 62 acres in land area.

The Area is bound by I-280 to the north; Prospect Avenue and Block 155, 40.01 to the east; Block 155 Lots 26.01 and 26.02 to the south; and Block 155 lot 42.01 (300 Executive Drive) to the west. The I-280 and Prospect Avenue interchange provides regional highway access near the Area.

Like much of West Orange Township, the Area is encumbered by steep slopes. 100 and 200 Executive Drive are positioned midway up the hills that define the topography of the Area. Essex Green and Rooney Circle are located at higher ground near Prospect Avenue.

Regional Context

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

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

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

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

Existing Land Use

The Area is currently developed with office buildings, a shopping center, and surface parking lots. 100 and 200 Executive Drive (Block 155, Lots 40.02 and 42.02), and 10 Rooney Circle (Block 155, Lot 41.02), are occupied by Class C office buildings built between 1971 and 1984.

Block 155, Lot 40.03 is a vacant lot fronting on Rooney Circle. This lot features a narrow strip that runs along the length of Rooney Circle to Prospect Avenue.

Essex Green is a shopping center with an AMC Movie Theater, Shop Rite, Sears Outlet, and Panera, among other retail and restaurant establishments. An application is pending before the Township Zoning Board of Adjustment to permit modifications to the shopping center and the construction of a new drive-through use.

Block 155, Lot 26.02, located south of Essex Green is developed with an LA Fitness gym. A Courtyard by Marriot Hotel is located to the north of Essex Green at the intersection of Rooney Circle and Prospect Avenue. Block 115 Lot 140.04, located between Essex Green and the office building at 10 Rooney Circle, was approved for another hotel by the Zoning Board of Adjustment in 2011 and construction is nearly complete on that project.

Directly south of 100 and 200 Executive Drive are PSE&G transmission lines. A neighborhood of single-family residences

and the Essex Green Villa Condominium development are located south of the PSE&G transmission corridor.

The Villas at Eagle Ridge Townhome development is located across Prospect Avenue to the east.

Existing Zoning

The Area is located in two zoning districts. The properties that comprise the Executive Drive portion of the area (Block 155, Lots 40.02, 41.02, and 42.02) are in the OB-1 Office Buildings Zone, and the properties that are part of the Essex Green portion of the area (Block 155, Lot 40.03, and Block 155.21, Lot 40) are in the P-C Planned Commercial District.

OB-1 Office Building District

The following are the standards for the OB-1 District:

Permitted Principal Uses

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

Permitted Accessory Uses

- Required Accessory Parking

- Signs

Permitted Conditional Uses

- Commercial Recreation
- Public School
- Private School
- Library
- Museum
- Park or Playground
- Public Utility Building or Structure
- Telephone Exchange
- Private Club, Other than a Golf Club
- House of Worship
- Nursing Home
- Long-term Care Residential Health Care Facility
- Congregate Care Facility
- Assisted Living
- Commercial Antenna
- Check Cashing Facility

OB-1 District Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	10,000 SF
Minimum lot area / unit	6,000 SF
Minimum lot width	60 feet
Minimum front yard	30 feet
Minimum side yards	10 feet + 8 feet
Minimum rear yard	30 feet
Maximum building coverage	40%
Maximum lot coverage	50%

Additional Standards

- Retail sales or service permitted as an accessory use in the OB-1 District shall be an integral part of the permitted building, shall be limited to sales or services designed for the convenience of the employees, visitors and tenants of the permitted building and no goods, advertisements or other evidence of such sales or services shall be visible

from the street. Such use shall not consist of more than 15 percent of the total first floor area in the OB-1 District and shall be designated on the preliminary site plan.

- In the OB-1 District, one square foot of open space shall be provided for each square foot of building area except that no more than 40 percent of the lot in the OB-1 District may be covered by buildings or structures. Off-street parking areas are not permitted within open space areas, except for "overflow" parking spaces that are specifically approved by the Planning or Zoning Board and are constructed in a manner acceptable to the Township Engineer. Furthermore, no accessory structure of off-site parking area shall be located within the required front yard no closer than 25 feet to the side or rear property lines in the OB-1 District.

P-C Planned Commercial

The following are the standards for the P-C District:

Permitted Principal Uses

- Retail Store
- Personal service store or studio
- Restaurant
- Bar
- Motor vehicle fueling station
- Post Office

- Civic center, limited to assembly hall and non-commercial indoor recreation facilities
- Theater on lots of 8-acre minimum

Permitted Accessory Uses

- Required Accessory Parking
- Required Accessory truck loading spaces
- Private garage
- Signs

Permitted Conditional uses

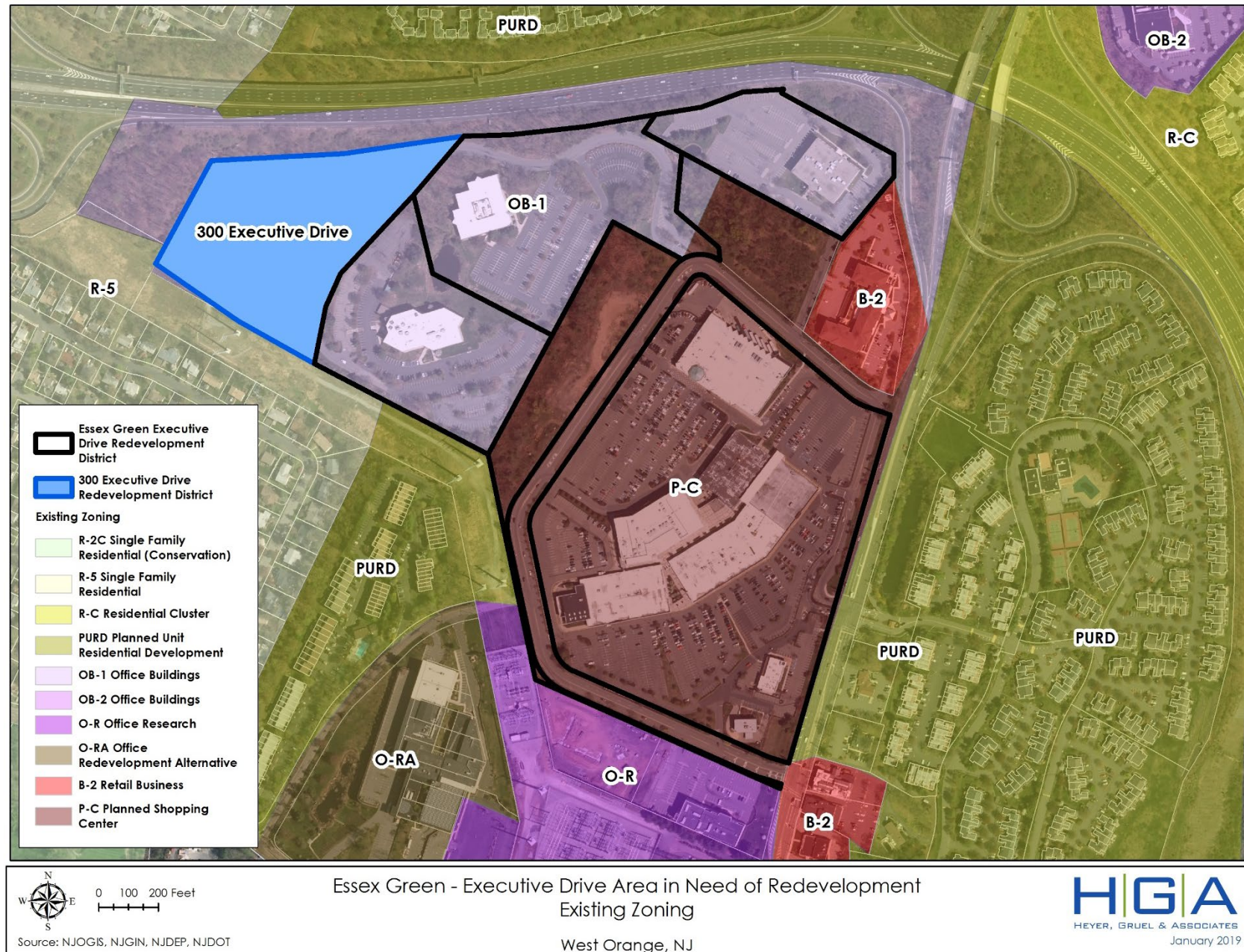
- Video or amusement arcade
- Commercial Antenna

Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	8 Acres
Minimum lot area/unit	n/a
Minimum lot width	None
Minimum front yard	300 feet
Minimum side yard (corner)	100 feet
Minimum side yards	75 feet + 75 feet 100 feet adjacent to residence
Minimum rear yard	75 feet 100 feet adjacent to residence
Maximum building coverage	20%
Maximum lot coverage	75%
Minimum Space Between Buildings	150 feet
Maximum building height	2.5 stories/35 feet

Additional Standards

- Mixed Uses and multiple principal uses on one lot shall be permitted in the P-C District.
- In a P-C District, every building or group of buildings shall make adequate provisions for the proper disposal of wastes within a screened enclosure.
- Indoor Storage and Loading. In a P-C district, no visible display of waste, trash, scrap or material of any kind shall be permitted except that items offered for sale may be displayed in accordance with an overall plan to be included as part of the preliminary site plan, and in such districts, provisions shall be made for properly enclosed truck loading areas and bays located entirely within the structure.
- Shopping Centers. There shall be only one grouping of free-standing signs identifying various businesses within the center. Individual standing signs are prohibited.



REDEVELOPMENT CONTEXT

SUBURBAN OFFICE MARKET

For several decades, New Jersey's economy and employment base grew substantially through the construction of suburban office parks. The majority of these facilities, built during the 1980s and 1990s predate modern technological and infrastructure needs. Facilities of this vintage are often physically outdated and located in suburban communities near highway interchanges or along highway corridors.

The most recent Rutgers Regional Report, dated October 2017, written by James Hughes and Will Irving, outlines ongoing trends in the New Jersey economy. The report discusses the change over the last 10 to 15 years of increased development in the metropolitan cores and contraction in suburban areas. Demographic changes, consumer preferences, and the nature of many industries has changed and reduced the demand for suburban office corridors and their aging infrastructure. In order to stay competitive, office buildings that were built for a singular narrow focus need to become more flexible and attractive to the modern economy and its new generation of employees.¹

The existing office buildings located at 100 and 200 Executive Drive and 10 Rooney Circle were all built between 1971 and

1978, and are rated as Class C Office space, which is not well positioned to compete in the oversaturated office market described in the Rutgers report.

Office Building Class Definitions: Office space is grouped into three classes ranked A through C. The rating system looks at factors including rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception. The scale is a subjective system that is meant to rate the competitiveness and desirability of the space in question.

- Class A buildings have the highest rents, are geographically accessible, and have state of the art systems, modern amenities, and high-quality finishes. These are new or recently upgraded facilities.
- Class B buildings are generally fair to good for the area and have adequate building systems. The rents for these buildings are generally in the average range.
- Class C buildings are identified as merely functional space that can secure below average rents in the area.

(Source: BOMA International
www.boma.org/research/pages/building-class-definitions.aspx)

¹ "Rutgers Regional Report – Issue Paper No. 38 "New Jersey's Economic Roller Coaster" p.20-25
<https://rucore.libraries.rutgers.edu/rutgers-lib/54266/PDF/1/play/>

SHOPPING CENTER LAYOUT

In addition to the outdated office uses, the Essex Green shopping center was built in 1957 and was last renovated in 1991. As outlined in the Study, many of the retail units are outdated by today's retail standards, with particularly long and awkward layouts with two main entrances located at both ends of the units. The shopping center was also designed with a large, centrally located courtyard which is rarely utilized by pedestrians and store patrons. Many of the vacant units have outdated mechanical equipment and HVAC systems that are in need of replacement and renovation.

Moreover, the shopping center's loading system consists of one loading dock that connects to a network of tunnels in which the goods are unloaded and then distributed throughout the shopping center. Even though each retail unit has a basement to receive deliveries, most of the tenants do not use the central loading dock and instead take in deliveries in the front of the building where it is more convenient for trucks. However, the shopping center was not designed for tenants to take deliveries in the front of the units, creating potential conflicts between delivery trucks and pedestrians and passenger vehicles.

This current layout and delivery setup may be undesirable for potential tenants. While the shopping center does host some major tenants including Shop Rite, Sears Outlet, Total Wine and More, AMC Theatres, and Panera, the presence of vacant units,

poor site layout, and antiquated building facilities present long-term barriers to the economic success of the Essex Green shopping center.

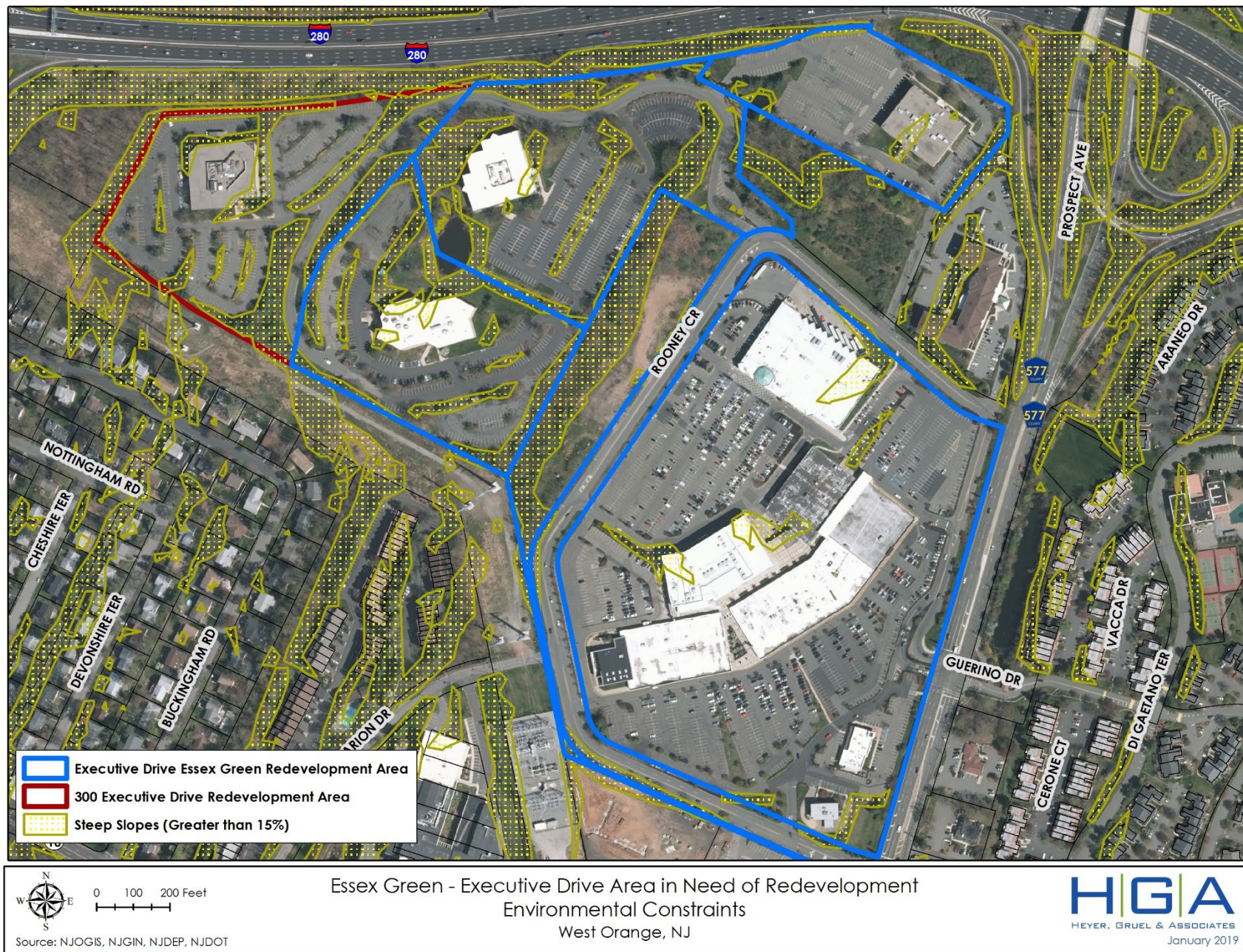


Essex Green Shopping Center June 29, 2018

STEEP SLOPES

The principal environmental constraint to development in the Area is the presence of steep slopes. With the exception of Block 155 Lot 40.03, the other sites have been previously developed and portions of those properties have been re-graded. The Township Land Use Regulations are explicit about seeking to minimize disturbance within steeply sloped areas. A goal of any redevelopment project undertaken as part of this Plan is to focus development within areas that have been previously disturbed and to avoid additional disturbance within the most steeply sloped portions of the Area. Protection of these sensitive environmental areas is an objective of the Township's planning documents that this Plan seeks to reinforce.

The figure on the following page shows areas that have slopes that have been calculated to be in excess of 15%. Future applications for site plan approval will be required to quantify the steeply sloped areas on site, indicate if disturbance is proposed, and attempt to limit and mitigate the impacts of any disturbance that is deemed necessary.



PLAN PRINCIPLES, GOALS, AND OBJECTIVES*PRINCIPLES*

The Township seeks to utilize the tools offered through the LRHL to enter into a partnership with one or more designated redevelopers in order to successfully reimagine the Area as a mixed-use hub of activity that brings together residences, jobs, shopping, activities, and municipal services in an integrated setting.

GOALS

The overall goal of the Plan is to develop each of the component districts with a complementary blend of uses in a well-integrated manner.

The existing office buildings at 100 and 200 Executive Drive are anticipated to be redeveloped into a multifamily residential development, with a percentage of units set aside to meet a portion of the Township's affordable housing obligation. As part of the redevelopment of the Executive Drive portion of the Area, it is anticipated that a dog park will be constructed for public use.

The office building at 10 Rooney Circle is intended to remain in its current form, with modifications and upgrades as necessary, with the long-term goal of blending office space with a mix of municipal services within the building and on the site.

The Essex Green shopping center is in the process of being updated and modernized. The Plan encourages improvements to the shopping center and welcomes a mix of new tenants that will maximize the property's potential as a regional destination.

Finally, the Plan proposes developing Block 155, Lot 40.03 (currently vacant) into a mixed-use commercial and residential building that will be able to take advantage of the density of commercial uses, municipal services, and amenities in the Area.

OBJECTIVES

- Promote a mix of housing options accessible to households of all income levels through the construction of new multifamily units.
- Improve the viability and utilization of the land with a mix of multifamily housing, office, commercial, and municipal uses while also taking into account the environmental constraints of the site.
- Enhance Township services by providing new facilities into which departments may relocate or expand.
- Provide a public amenity in the form of a public dog park.
- Preserve and renovate existing retail and restaurant uses and encourage an influx of new tenants at the Essex Green Shopping Center to provide services, activities, and shopping to surrounding residential and office users.

- Provide internal pedestrian paths and sidewalks as a recreational amenity and a practical link between the office, residential, and retail components envisioned for the Area.
- Promote pedestrian safety through the application of complete streets principles and well-designed crossings and sidewalks.
- Encourage links to transit by capitalizing on the existing bus service and providing a flexible shuttle service.
- Reduce impervious coverage to allow for a reduction of stormwater runoff and increased groundwater recharge.
- Encourage sustainable development practices through incorporation of green infrastructure and other stormwater management BMPs.
- Promote sustainable and efficient energy usage through green building techniques.
- Focus on the protection and preservation of sensitive steep slopes and existing wooded areas to maximize the natural beauty of the site and prevent environmental degradation.

RELATIONSHIP OF THE PLAN TO TOWNSHIP LAND DEVELOPMENT REGULATIONS

This Plan shall constitute an overlay zoning district for the Area. At the time of development application, the developer may opt to utilize either the standards contained in this plan or the standards of the applicable underlying zoning district.

When utilizing the standards in this redevelopment plan, Township regulations affecting development that are in conflict are superseded by this Plan. Existing engineering standards, performance standards, and definitions shall apply. At the time of site plan application, Environmental Impact, Community Impact, and Traffic Impact Statements shall be required.

No deviations from the overlay standards may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. Any deviation from standards of this Plan that results in a "d" variance pursuant to N.J.S.A. 40:55D-70d shall be addressed as an amendment to the Plan rather than via variance relief through the Township's Zoning Board of Adjustment.

Any deviations from bulk and other specific standards shall require "c" variance relief. The Planning Board shall have the power to grant relief to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70.c.

An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a.&b.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan. The Board may grant exceptions or waivers if it is determined that the literal enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Master Plan.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified in the Township Ordinance and by N.J.S.A. 40:55D, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning Map.

LAND USE PLAN

The Plan proposes the following land use districts:

- Executive Drive Multifamily Residential
- Rooney Circle Mixed-Use
- 10 Rooney Circle Office / Municipal Use
- Essex Green Shopping Center

Each of the land use districts and their standards are described in detail in the following pages.

Standards Applicable to All Districts*Affordable Housing*

To further the Township's Master Plan goals, and to comply with the spirit of the Fair Housing Act and ongoing affordable housing settlement negotiations, all residential developments within the Redevelopment Area shall provide a set-aside of affordable housing units in accordance with the following standards and the administrative requirements outlined on page 40 of the Plan.

- 15% of rental units shall be affordable family rentals, with a bedroom mix and affordability mix consistent with those mandated by the Uniform Housing Affordability Controls (UHAC).
- 20% of for-sale units shall be affordable with a bedroom mix and affordability mix consistent with UHAC.

Minimum Parking Requirements

- Residential – All residential parking shall be provided in accordance with the Residential Site Improvement Standards (RSIS N.J.A.C. 5:21):

Townhouse	1 BR – 1.8 / dwelling unit (DU) 2 BR – 2.3 / DU 3 BR – 2.4 / DU
Low-Rise / Mid-Rise	1 BR – 1.8 / DU 2 BR – 2.0 / DU 3 BR – 2.1 / DU

- Non-Residential – Parking for non-residential uses shall be provided based on Parking Schedule II in Section 25-12.2.b of the Township Ordinance, unless otherwise indicated in this Plan.
- ADA accessible parking including van accessible spaces shall be provided in compliance with ADA standards.
- Shared parking arrangements between uses on properties within 250 feet of each other may be permitted, subject to the approval of the Township and the Planning Board.

Residential Unit Mix

- Studios, One-Bedroom, Two-Bedroom, and Three-Bedroom units shall be permitted. No unit shall have more than three bedrooms.

- The number of market rate three-bedroom units in any residential development shall not exceed 20% of the total number of market rate units in the development.

Minimum Residential Floor Area

- Studio / Efficiency – 500 square feet
- One Bedroom – 650 square feet
- Two Bedroom – 900 square feet
- Three Bedroom – 1,000 square feet



Executive Drive Multi-Family Residential District*Purpose:*

The purpose of the Executive Drive Multi-Family Residential District is to permit the redevelopment of the existing office buildings at 100 and 200 Executive Drive into a multi-family residential development. The district is approximately 18.3 acres in area. The envisioned development will consist of one or more types of multi-family housing in multiple buildings with an affordable set-aside. The redevelopment is also intended to include the provision of a public dog park as an amenity for the neighborhood and community at large.

Principal Permitted Uses

- Multifamily residential dwellings
- Townhouse residential dwellings
- Public Dog Park

Permitted Accessory Uses

- Parking, including parking structures
- Signage
- Uses customarily incidental to the principal use

Bulk Standards

Minimum Lot Area	80,000 SF
Minimum Setback to Block 155, Lot 26.01 (PSE&G Property)	15 feet
Min. Setback to Block 155, Lot 40.03	15 feet
Min. Setback to Block 155 Lot 40.04	75 feet

Min. Setback to all other lots / rights-of-way	0 feet
Maximum Building Height	Four (4) Habitable Stories (Parking structures and Garages are excluded from the calculation of habitable stories, but in no case may any parking structure exceed the height of the principal structure to which it is adjacent or attached)*
Maximum Residential Gross Density (Entire District)	24 Units per Acre
Maximum Lot (Impervious) Coverage	65%**

*Architectural features such as pitched roofs, gables, domes, steeples, etc. shall be permitted. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

**Where permeable paving systems are proposed, subject to the approval of the Township Engineer, the areas with permeable paving shall be calculated as 75% impervious. For instance, a parking area and plaza paved with a permeable paving system that equals 20% of the lot area shall be calculated as 15% impervious coverage for purposes of the maximum coverage calculation as it pertains to these district standards.

Additional Standards

- Area for a public dog park shall be provided within the district, either as a standalone lot or as part of a development site. The lot area devoted to the dog park, inclusive of parking, landscaping, buffer areas, and surrounding natural features, shall consist of a minimum of 80,000 square feet and shall be constructed by the redeveloper at its sole cost and expense. The design of the dog park shall be reviewed and approved by the Township Council.
 - A subdivision may be necessary to create a lot for the development of the dog park.
 - The dog park shall include sufficient areas to accommodate large and small dogs.
 - The dog park area shall include a minimum of fifty (50) parking spaces.
- Applications for development shall provide topographic data, the location of existing trees, and demonstrate compliance with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and the Tree Protection and Removal Ordinance (Section 25-27).
- The existing retention basin shall be upgraded and improved to provide an on-site amenity in addition to its function as a storm water management structure.



Dog Park in Essex County Brookdale Park

- Amenities including but not limited to one or more community rooms, fitness centers, pools, and outdoor seating areas shall be provided for the use and enjoyment of the residents. At the time of site plan application, details regarding the amenity package shall be presented for review.
- A 15 foot buffer area consisting of a mix of deciduous and evergreen plantings and a six (6') foot tall solid fence shall be provided along the property line adjacent to Block 155, Lot 26.01.
- Structured parking shall be designed using compatible or complementary materials to the principal building(s).

All voids in the structures shall be screened using architectural elements, green screens, scrims or other features so that lights and vehicles are not individually visible.

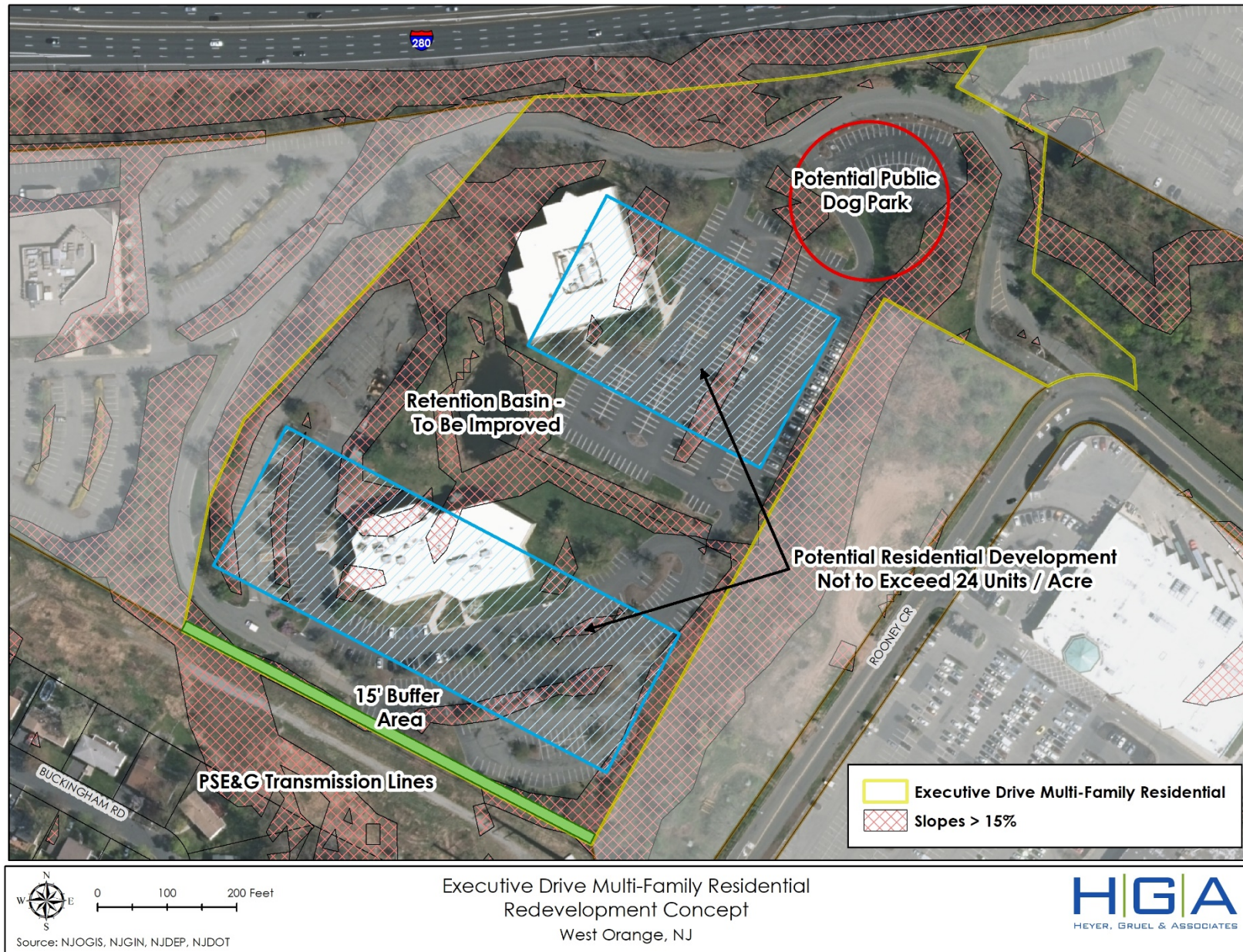
- The internal circulation for the district is shared with the adjacent 300 Executive Drive and 10 Rooney Circle properties. Modifications to the driveways and internal circulation system may be necessary. The existing access easements shall be preserved and/or updated as needed.
- The West Orange Jitney shuttle service provides a commuter link to the Orange, Mountain, and South Orange Train Stations. As part of the redevelopment of the site the Redeveloper shall work with the Township to supplement or expand the Jitney service if necessary. In addition, a shuttle from within the development to the Essex Green Bus Stop shall be provided to coordinate with the Jitney and to provide access to the shopping center and bus at other times of the day.



West Orange Jitney Shuttle Bus

Concept

The figure on page 22 provides a rough conceptual layout of the potential redevelopment scenario overlaid on the existing conditions. Future redevelopment on the site is intended within the previously developed portion of the site, to the extent feasible, in order to minimize the disturbance of steeply sloped areas. The concept illustrates the buffer area, potential building footprints, and the area that may be allocated for the construction of a public dog park. The concept is not binding for the Township or a potential developer, it is merely intended to provide an example of the possible redevelopment outcome.



Rooney Circle Mixed Use District*Purpose:*

The purpose of the Rooney Circle Mixed Use District is to permit the development of a mixed-use building and associated parking areas on an existing vacant property. The district is approximately 4.7 acres in area. As part of the redevelopment, well-designed pedestrian connections to other properties within the Area, particularly the Essex Green Shopping Center, shall be provided.

Principal Permitted Uses:

- Retail Stores
- Personal Service stores or studios
- Offices
- Restaurants and bars
- Banks
- Fitness Centers
- Medical, dental, psychiatric or chiropractic offices
- Multi-family residential dwellings

Permitted Accessory Uses:

- Parking
- Signage
- Outdoor dining
- Uses which are customarily incidental to the principal use

Bulk Standards

Minimum Lot Size	4 Acres
Minimum Setback to Rooney Circle	15 feet
Minimum setback to all other property lines	20 feet
Maximum Building height	4 Stories, 50 feet*
Maximum Residential Gross Density	24 units / acre
Maximum (Lot) Impervious Coverage	65%

*Building height shall be measured from the mean finished grade around the building to the roof deck in the case of a flat roof or to the midpoint of the roof in the case of a sloped roof. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

Additional Standards

- Applications for development shall provide topographic data and demonstrate compliance with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and the Tree Protection and Removal Ordinance (Section 25-27).
- Structured parking shall be designed to blend into the architectural character of the building and to be screened from public view.
 - All parking structures shall be designed using compatible or complementary materials to the principal building(s). All voids in the structures

shall be architecturally screened, so that lights and vehicles are not individually visible.

- No blank walls of parking structures shall face Rooney Circle. Any Rooney Circle facing façade shall provide pedestrian interest at ground level through a building lobby, storefront, or other architectural screening / wrapping mechanism.
- Pedestrian connections shall be provided across Rooney Circle to the Essex Green Shopping Center. The connections shall feature pedestrian activated signals, raised or stamped concrete crosswalks or other similar improvements subject to approval by the Township Council, Township Engineer, and Planning Board.
- Amenity space shall be provided as part of any multi-family residential development, consisting of one or more of a community room, a roof deck, a pool, a fitness center, or other similar offering.

Concept

- The figure on page 25 provides a rough conceptual layout of the potential redevelopment scenario overlaid on the existing conditions. Future development will focus on the portion of the site that is not encumbered by steep slopes. The concept includes a potential four-story building with a footprint of 30,000 – 35,000 square feet which could accommodate a mix of uses as well as a

mix of surface and structured parking. Pedestrian connections between the site and Essex Green are crucial and meant to reinforce the relationship between the properties. The concept is not binding for the Township or a potential developer, it is merely intended to provide an example of the possible redevelopment outcome.



10 Rooney Circle Office / Municipal Use District*Purpose:*

To allow for the continuation of office uses and provide a future opportunity to relocate or expand municipal services to the area. A mix of leasable office space, municipal office space, and other municipal or public uses is anticipated. The district is approximately 5.2 acres in area.

Principal Permitted Uses:

- Offices
- Public / Municipal facilities
- Libraries

Permitted Accessory Uses

- Parking
- Equipment and material storage areas associated with municipal facilities and services
- Fuel pumps associated with municipal facilities and services that are not open to the public
- Signage

Bulk Standards

Minimum Setback for Principal Structure (all lot lines)	80 feet
Minimum Setback for Accessory Structures	20 feet to I-280 ROW 50 feet to all other property lines
Maximum Building height	4 stories / 50 feet*
Maximum Lot (Impervious) Coverage	80%

*Building height shall be measured from the mean finished grade around the building to the roof deck in the case of a flat roof or to the midpoint of the roof in the case of a sloped roof. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

Additional Standards:

- Outdoor storage of materials, equipment or vehicles shall take place in designated areas. Where possible, materials and equipment should be stored within structures and/or screened from public view.

Essex Green Shopping Center District*Purpose:*

The purpose of the Essex Green Shopping Center District is to enhance the existing shopping center. The current uses and layout are anticipated to remain. Future development of the property may consist of minor expansions, retrofits, and adaptive reuse of existing spaces. The district is approximately 33.6 acres in area.

Permitted Principal Uses:

- Retail Stores
- Personal service stores or studios
- Restaurants
- Bars
- Motor vehicle fueling stations
- Post Offices
- Civic centers, limited to assembly hall and non-commercial indoor recreation facilities
- Theaters
- Self-storage facilities in basements of structures existing at the time of adoption of this Plan
- Medical, dental, psychiatric or chiropractic offices
- A maximum of three (3) drive-through facilities, which may include banks, fast food restaurants or pharmacies

Permitted Accessory Uses

- Required Accessory Parking

- Required Accessory truck loading spaces
- Private garage
- Signs

Permitted Conditional uses

- Video or amusement arcade subject to Ordinance Section 25-24.2.b.2(h)
- Commercial Antenna subject to Ordinance Section 25-24.2.b.2(e)

Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	8 Acres
Minimum Setback to Prospect Avenue	100 feet
Minimum Setback to Rooney Circle	20 feet
Maximum building coverage	25%
Maximum lot (Impervious) coverage	85%
Minimum Space Between Buildings	30 feet unless buildings are physically connected
Maximum building height	3 stories / 45 feet

Additional Standards

- Mixed Uses and multiple principal uses on one lot shall be permitted in the Essex Green Shopping Center District.
- In the Essex Green Shopping Center District, every building or group of buildings shall make adequate

provisions for the proper disposal of waste within a screened enclosure.

- Indoor Storage and Loading. In the Essex Green Shopping Center District district, no visible display of waste, trash, scrap or material of any kind shall be permitted except that items offered for sale may be displayed in accordance with an overall plan to be included as part of the preliminary site plan, and in such districts, provisions shall be made for properly enclosed truck loading areas and bays located entirely within the structure.
- Drive-through facilities shall adhere to the following standards:
 - Drive-through lanes shall be physically separated from the traffic circulation system on the site by concrete curbed and landscaped islands with a minimum width of five (5) feet for landscaping.
 - Drive-through lanes shall permit the stacking of a minimum of ten (10) vehicles.
 - There shall be a break in the physical separation to provide a bypass lane to allow vehicles to exit the queue. The location of the bypass lane shall be approved by the Board.

Design Standards

The following are site plan design standards. The standard for relief for any deviations from these standards shall be consistent with the MLUL requirements at N.J.S.A 40:55D-51. The design standards are intended to reinforce the physical, visual, and spatial characteristics of the Redevelopment Area. Any elements not covered by these standards shall be subject to the appropriate provisions of the West Orange Land Use Regulations.

Architectural Design

- Each building shall have a cohesive architectural design that provides an attractive view from all vantage points. The topography of the Area creates a unique challenge with regard to building design and material choice.
- Exterior walls of buildings shall not have large blank or featureless expanses. Building facades shall be articulated with changes in depth, porches and/or balconies, recessed windows or window bays, and decorative elements.
- All building mechanical equipment and rooftop appurtenances shall be screened in an attractive manner that is consistent with the overall architectural design of the development. Consideration should be given to screening rooftops at lower elevations that may be viewed from above.

- Building facades shall be finished with durable material that differentiates between ground floors and upper floors and provides complementary variation along the façade. EIFS and vinyl siding shall be prohibited.

Fences and Walls

- Fences shall not exceed four (4') feet in height in any required setback area abutting a public street.
- Fences shall not exceed six (6') feet in height anywhere else in the Area.
- The finished side of any fence shall face away from the applicant's property.
- Chain link fence, barbed wire, razor wire, and electrical wire fence shall be prohibited.
- Walls shall not exceed four (4') feet in height, except for retaining walls required as part of an approved grading plan, subject to review by the Township Engineer and Planning Board.

Landscaping

- Maximum effort should be made to preserve and incorporate into the landscaping plan all existing trees and vegetation within the Area.
- All open space areas shall be landscaped and maintained in an attractive condition with appropriate plant materials.

- Best management practices are encouraged to reduce stormwater runoff and improve groundwater recharge.
- Native species shall be utilized for plantings to the extent feasible. Native plant species can be found at: [http://www.npsnj.org/pages/nativeplants Plant Lists.html](http://www.npsnj.org/pages/nativeplants%20Plant%20Lists.html) and other similar sources.
- Invasive species shall be prohibited. A list of invasive species and non-invasive alternatives can be found at: <https://www.invasive.org/alien/pubs/midatlantic/midatlantic.pdf>
- Landscaping shall be provided around the perimeter of parking areas and within islands and rows separating parking spaces. One (1) tree plus ground level plantings shall be provided for each ten (10) surface parking stalls proposed.

Lighting

- A lighting plan shall be provided for review by the Planning Board. The proposed level of illumination shall be shown for all areas of the site in either lux or foot-candles.
- Minimum Illumination Levels shall be as follows:
 - Pedestrian Walkways – 6 lux / 0.6 foot-candles
 - Parking Areas – 16 lux / 1.5 foot-candles
 - Streets / Driveways – 6 lux / 0.6 foot-candles
 - Parking Garages – 75 lux / 7.5 foot-candles

- Details shall be provided for all light poles and fixtures.
- All light fixtures shall be LEDs
- All light fixtures shall be shielded to prevent off-site spillage and glare.
- Light poles shall not exceed twenty (20') feet in height or the height of the principal building, whichever is lesser.

Parking and Loading

The design of off-street parking and loading areas shall comply with the standards in Township Ordinance Section 25-12.1, 25-12.3, and 25-12.4 except as noted below or elsewhere in this Plan:

- Parking spaces shall be setback a minimum of ten (10) feet from the Rooney Circle or I-280 right-of-way and a minimum of twenty-five (25') feet from the Prospect Avenue right-of-way.
- There shall be no required setback for parking spaces adjacent to other properties in the Area or private roadways.
- Bicycle racks shall be provided near the entrances of non-residential and municipal uses.
- Bicycle storage / parking areas are encouraged as an amenity in residential developments.
- Parking structures shall be constructed of compatible and/or complementary materials to the surrounding

buildings to blend architecturally with the remainder of the development.

- The provision of electric vehicle charging stations and spaces is encouraged within structured parking facilities and surface lots. Where demand is uncertain, providing adaptable electrical infrastructure to allow for the installation of charging stations in the future is preferred.



Electric Vehicle Charging Station

Recycling and Refuse

- All developments shall have appropriately sized recycling and refuse enclosures that comply with Township Ordinance section 25-8.14.
- All recycling and refuse enclosures shall be constructed of durable fencing and/or masonry block, a minimum of six (6') feet in height, which provides visual screening.
- Landscaping consisting of evergreen plantings shall supplement the screening.

Signage

- One (1) off-site directory sign shall be permitted along the Area's Prospect Avenue frontage.
 - An off-site directory sign shall be defined as a free-standing or monument sign used exclusively for the purpose of identifying the tenants, occupants, or uses of buildings or properties in different districts or on different properties within the Area.
 - Setback Requirement – Shall be a minimum of ten (10') feet from any property line.
 - Height Requirement – Shall not exceed ten (10') feet in height.
 - Size Requirement – Shall not exceed fifty (50) square feet in area per side.

- A system of wayfinding signage shall be permitted throughout the Area. The wayfinding signage shall be a comprehensive coordinated system with uniform style and color that is designed to direct motorists and pedestrians to destinations within the Area. There shall be no specific limit to the number of wayfinding sign, but their placement shall be subject to the Planning Board's review and approval.
 - Location Requirement – Shall not be placed in a location that obstructs or interferes with a sight triangle or any traffic control measures.
 - Height Requirement – Shall not exceed four (4') feet in height.
 - Size Requirement – Shall not exceed six (6) square feet in area per side.
- Except as noted in this Plan, signage in the Executive Drive Multifamily Residential District shall comply with Township Ordinance Section 25-15.3.b.
- Except as noted in this Plan, signage in the Rooney Circle Mixed Use District shall comply with Township Ordinance Section 25-15.3.c.2
- Except as noted in this Plan, signage Standards in the 10 Rooney Circle Office / Municipal District shall comply with Township Ordinance Section 25-15.3.c.2.

- Except as noted in this Plan, signage standards in the Essex Green Shopping Center District shall comply with Township Ordinance Section 25-15.3.c.2.

Stormwater Management

- All development shall comply with Section 25-29 "Stormwater Control" of the Township Ordinance.
- Site design within the Area shall adhere to the New Jersey Stormwater Management Best Management Practices.
- To the extent feasible, development within the Executive Drive Essex Green Redevelopment Area should utilize green infrastructure techniques including, but not limited to the following:
 - Rain gardens/bioswales: Landscaped areas with native vegetation that capture, filter, and retain rainwater and allow to be absorbed back into the groundwater system, reducing the amount of runoff flowing to the municipal sewers.
 - Green roofs: Roofs partially or completely covered with vegetation, soil beds, drainage layer, and a water-proofing medium. Benefits include retention and filtration of rainwater, reduction of urban heat island effect and insulation, creation of habitats for wildlife, and a more aesthetically pleasing landscape.

- Permeable pavement: Surface layer that allows for the infiltration of water back into the ground instead of into the sewers. Permeable pavement can be used for sidewalks as well as other hardscaped surfaces such as parking stalls and driving aisles.

Utilities

- All utilities shall be installed underground.
- Building mounted utility meters shall be placed in enclosures, rooms, alcoves or otherwise integrated within the design of the building and screened from public view.
- Utility boxes and ground level utility structures shall be screened on at least three (3) sides by landscaping that will conceal the box throughout the year while permitting access by the utility company.



Bioswale example of stormwater best management practice

SUSTAINABILITY PLAN

- *Master Plan Sustainability Plan* – New development and improvements to the site and buildings under the Executive Drive Essex Green Redevelopment Plan shall be guided by the Goals, Principles, and Actions of the most recent version of the Township of West Orange Sustainability Plan Element, adopted in the 2010 Master Plan Update.
- *Green Building Standards* – New development and site improvements shall follow the Sustainable Building and Design Standards and checklist in Section 25-51.16 of the Township Ordinance. Sustainable measures should include, but not be limited to, Sustainable Site Planning, Water Use Efficiency, Energy Efficiency, Sustainable Materials and Resource Use, Electric Vehicle Charging Infrastructure, and Healthy Indoor Environmental Quality. The Redeveloper is encouraged, but not required to, register the buildings in the Area in the USGBC LEED certification program.
- *Storm Water Best Management Practices (BMPs)* – Where possible, the Redeveloper is encouraged to utilize BMPs, including but not limited to rain gardens, bioswales, green roofs, and permeable pavement, to reduce stormwater runoff and improve groundwater recharge on the site.
- *Steep Slopes* – Development shall comply with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and Tree Protection and Removal Ordinance (Section 25-27) in order to minimize disturbance of any slopes greater than 15% grade and preserve existing trees.
- *Electric Vehicle Charging* – Electric vehicle charging stations should be incorporated throughout the Redevelopment Area. Office and commercial developments should offer designated spaces an amenity to employees, customers, and visitors. The Township should include EV infrastructure as part of any municipal / public uses that are developed in the Area. Multi-family residential developments should include charging stations and infrastructure that is adaptable to accommodate additional stations in the future.
- *Renewable Energy* – Redevelopment projects should explore the feasibility of incorporating renewable energy, particularly photovoltaic solar panels, into the design of projects. Roof mounted systems on office and commercial buildings or canopy systems on the top floor of structured parking or over surface parking lots are encouraged.

CIRCULATION PLAN

- *Master Plan Circulation Plan* – Improvements to the site under this Plan shall be guided by the general goals and objectives of the 2010 Master Plan Circulation Plan Update. Further, the 2010 Circulation Plan Element was amended in 2016 to incorporate the principles of “Complete Streets” and to create a comprehensive, integrated, connected street network that safely accommodate all users.
- *Site Circulation Standards* – Site circulation improvements shall include provision of sidewalks or similar pedestrian pathways, protections for pedestrians at crosswalks and sidewalks, bicycle paths and routes, bicycle racks, and other site circulation best practices for multi-family residential, commercial, and office sites.
- *Walking Path* - A walking path should be constructed throughout the Area, connecting the multifamily residential housing with the dog park, Essex Green shopping center, potential future municipal uses at 10 Rooney Circle and the jitney bus stop at Essex Green.
- Executive Drive is a private road, which provides access to 100, 200, 300 Executive Drive and 10 Rooney Circle. During the course of the redevelopment project, it may be necessary to modify or realign portions of Executive

Drive. There is an existing access easement in place that shall remain and be modified during the course of the redevelopment project if necessary.

- *Transit*
 - NJ Transit Bus Route 71 stops at the Essex Green Mall. The bus route runs through Essex County and terminates at Newark Penn Station. Wayfinding signage including route information, schedules, and other pertinent details should be provided at key points throughout the Area.
 - NJ Transit Rail Service with Mid-Town direct and Hoboken bound trains is available from three nearby stations. The Orange Train Station, the Mountain Station and the South Orange Station are approximately 3, 3.5 and 4.5 miles from the Redevelopment Area, respectively. The West Orange Jitney offers connecting service that stops at Essex Green in the morning and evening peaks. A shuttle within the redevelopment area should be provided in coordination between the Township and Redeveloper(s) that links the Jitney service to the potential residential, office, municipal, and retail users throughout the Area.

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The Township's most recent comprehensive Master Plan was adopted in 1989. Since that time, two Reexamination Reports and updates to several Plan Elements have been prepared. The most recent Reexamination Report, as well as a Master Plan update including a Sustainability Plan and updates to the Land Use, Economic Development, and Historic Preservation Elements was adopted in 2010. An update to the Circulation Element was adopted in 2016, which includes a subsection of the recommendations section that incorporates a Complete Streets policy.

The 300 Executive Drive Redevelopment Plan, was adopted in September 2018 for the property adjacent to the Redevelopment Area to the west. The goals and objectives of that Plan are consistent with, and complementary to, this Plan.

Master Plan Reexamination Report and Update (2010)

The Township adopted a Master Plan Reexamination Report and Update in 2010. The following goals, objectives, and policies in the Plan are relevant to the Area and the formulation of this Redevelopment Plan:

Land Use Plan

- The existing land use of the Area is shown mostly as "Commercial," and Block 155, Lot 40.03 is shown as vacant. The plan does not contain any specific

discussion of the Area and does not recommend any changes to the Zoning for the Area.

Economic Development Recommendations

- The Economic Development Element recognizes the existing office / commercial developments clustered at I-280 and Prospect Avenue, and recommends that the Township continue to maintain a mix of land uses.
- The Plan continues the recommendation from 2004 that states: "development that generates employment opportunities and beneficial commercial/retail activity should continue to be encouraged where it is compatible with adjacent land uses, and sensitive natural and environmental features, and should be balanced by the need to maintain adequate public infrastructure and facilities, services and pedestrian and vehicular circulation patterns.
- The Essex Green shopping center and surrounding area is identified as a "Regional Center" for its variety of retail, restaurant, and entertainment establishments, as well as the complementary uses located close by including office, hotel, and personal services. Improvements to the regional business districts should continue to be encouraged. The Plan states that "A key for this area is to maintain a balance of land uses, which will have benefits with regard to traffic as well as fiscal impacts."

Sustainability Plan

- Encourage improved energy efficiency in existing commercial buildings.

Circulation Plan Element

- Essex Green is noted as being one of two shopping centers that is responsible for half of all pedestrian/auto accidents in the Township.
- The Township offers commuter shuttle routes (West Orange Jitney) that connect the nearby train stations to neighborhoods and commuter lots. This Plan seeks to integrate the Jitney service with new development and enhance it as necessary.
- This Plan promotes pedestrian connections throughout the development and requires design improvements to the circulation system that are consistent with the 2016 Complete Streets Plan Element.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan (SDRP)

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (SDRP). The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implantation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.
6. Provide adequate housing at a reasonable cost.
7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 2, 3, 5, 6, and 8 of the SDRP.

- The intended redevelopment of the outdated and underutilized office buildings into multi-family residential housing will bring a productive use to the site for the future.
- The Plan intends to minimize environmental disturbance by using existing infrastructure and building with respect to the sensitive environmental features on the site.
- Revitalizing and redeveloping the surplus of suburban office space to restore its economic benefit is a State-wide challenge that this Plan seeks to address.

- Relocating the Department of Public Works or Library to the office building at 10 Rooney Circle expands the Township's ability to provide municipal services.
- Constructing affordable, family rental housing fulfills the Township's affordable housing requirements while also providing housing for families of all income groups.
- The Redevelopment Area is located in PA-1 and is in close proximity to major highways. Redevelopment of the site is consistent with good planning principals and integrated land use planning and implementation.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is located in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.
4. Stabilize older suburbs.
5. Redesign areas of sprawl.
6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 3, 4, and 5 for Planning Area 1.

- The redevelopment project promotes the reuse and revitalization of a parcel whose current improvements are outdated. The best
- The redevelopment of a previously disturbed and developed site is consistent with concept of promoting growth in compact forms.
- The suburban office park model has declined in viability; this plan seeks to stabilize the Area's economic future by building more affordable housing options and promoting mixed-use development.
- Suburban office parks are a symbol of sprawling development patterns. This Plan seeks to develop buildings that were built during a period of suburban expansion and is currently outdated, and construct in their place new, affordable, multi-family housing.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of "Spatial Efficiency", where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following “Garden State Values” of the State Strategic Plan:

- Prioritize Redevelopment, infill, and existing infrastructure
- Increase Job and Business Opportunities in Priority Growth Investment Areas
- Create high-quality, livable places

Essex County Plans

The only recent county-wide planning document adopted by Essex County is the 2013 Comprehensive Transportation Plan. The County also has a Park, Recreation, and Open Space Master Plan that dates to 2003.

Essex County Comprehensive Transportation Plan (2013)

The County Comprehensive Transportation Plan’s vision is to “Develop a safe coordinated and integrated multimodal transportation system that provides accessibility for all users while promoting connectivity, economic vitality and productivity, our communities’ livability, and our ecosystem’s viability.”

- The West Orange Jitney System, which stops at Essex Green, is identified in the Transportation Plan as a link to the Orange and South Orange Train Stations, which offer Midtown-Direct train service.

- The Prospect Avenue corridor is identified as a location with a high percentage of auto trips with potential to be diverted to transit.

Master Plans of Adjacent Municipalities

The Redevelopment Area is centrally located within West Orange Township and does not border or impact any of the adjacent municipalities.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS**Redevelopment Entity**

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate a redeveloper prior to the submission of an application for any approval to the Planning Board.

Property to be Acquired

The Area has been designated as a non-condemnation redevelopment area. No property acquisition through the use of eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

Eminent domain is not authorized as part of this plan and any transfer of property and subsequent relocation requirements are purely voluntary so no plan for relocation assistance is necessary.

Affordable Housing

There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Provision of New Affordable Housing Units

Redevelopment Plans are permitted to require the provision of affordable housing units per the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.b).

Affordable units shall be family rental units. Residential units shall be developed in conformance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C 5:80-26:1 et seq. or any successor legislation, with the exception that in lieu of 10% of the affordable units in rental projects being required to be affordable to households earning at or below 35% of the regional median income, 13% of the affordable units in such projects shall be affordable to households earning at or below 30% of the regional median income, consistent with and as required by the Fair Housing Act.

Deed Restrictions shall be filed ensuring that the affordability controls remain in place for at least 30 years pursuant to UHAC.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the West Orange Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council.

IMPLEMENTATION OF REDEVELOPMENT PLAN**Redevelopment Agreements**

The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the Township Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Township.
- Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the Township Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the Township Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.



TOWNSHIP OF WEST ORANGE

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

Department of Planning and Development

ROBERT D. PARISI

Mayor

PLANNING BOARD

Robin Miller, Secretary

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MEMORANDUM

TO: Hon. Jerry Guarino, Council President
Hon. Michele Casalino, Councilwoman
Hon. Cindy Matute-Brown, Councilwoman
Hon. Joe Krakoviak, Councilman
Hon. Susan McCartney, Councilwoman

FROM: Robin Miller 
Planning Board Secretary

CC: Karen Carnevale, Municipal Clerk
Mark Moon, Esq.

DATE: May 28, 2019

RE: **Planning Board Recommendation**
Essex Green-Executive Drive Redevelopment Plan
Block 155, Lot 40.02, 100 Executive Drive
Block 155, Lot 40.03, Rooney Circle
Block 155, Lot 41.02, 10 Rooney Circle
Block 155, Lot 42.02, 200 Executive Drive
Block 155.21, Lot 40, Prospect Avenue

At Planning Board hearings on April 3, 2019 and May 1, 2019, the Board considered the above referenced Redevelopment Plan.

Attached please find executed copy of the Planning Board Resolution adopted May 28, 2019 together with copy of the Essex Green-Executive Drive Redevelopment Plan dated May 1, 2019.

Kindly advise the Planning Board of any subsequent action taken by the Council regarding this matter.

Please do not hesitate to contact this office if you have any questions.



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RESOLUTION OF THE PLANNING BOARD**TOWNSHIP OF WEST ORANGE**

WHEREAS pursuant to a recommendation from the West Orange Planning Board (the “Board”) by Resolution #18-01 adopted on January 4, 2018 the West Orange Township Council did, by Resolution #17-18 dated January 9, 2018, determine that the properties identified as Block 155, Lots 40.02, 40.03, 41.02, 42.01 and 42.02 and Block 155.21, Lot 40 (the “Properties”) were a non-condemnation area in need of redevelopment in accordance with N.J.S.A. §40A:12A the Local Redevelopment and Housing Law (the “LRHL”); and

WHEREAS the planning firm of Heyer Gruel & Associates was retained and did prepare a proposed redevelopment plan for some of the Properties, namely (Block 155, Lot 40.02, 40.03, 41.02 and 42.02, and Block 155.21, Lot 40 which Plan is titled the Essex Green – Executive Drive Redevelopment Plan (the “EGED Plan”); and

WHEREAS at the Board’s meeting held on April 3, 2019 the EGED Plan was presented to the Board by Susan Gruel, PP; and

WHEREAS the Board did consider the EGED Plan and did hear comments from the public desiring to be heard; and

WHEREAS the Board made recommendations for changes to the EGED Plan which changes were incorporated into a revised EGED Plan dated May 1, 2019; and

WHEREAS the Board reviewed the revised EGED Plan at its meeting held on May 1, 2019 and made the following findings:

1. The Board has received the revised EGED Plan dated May 1, 2019 from Heyer Gruel & Associates including the revisions requested concerning density limits for residential housing,
2. The EGED Plan proposes the following land use districts: (i) Executive Drive Multifamily Residential, (ii) Rooney Circle Mixed-Use, (iii) 10 Rooney Circle Office / Municipal Use, and (iv) Essex Green Shopping Center.
3. The Board finds that the revised Essex Green – Executive Drive Redevelopment Plan dated May 1, 2019 is substantially consistent with and/or designed to effectuate the goals and objectives of the 2010 Master Plan Reexamination Report and Update (the “Master Plan”) including but not limited to:

(i) Economic Development:

- The Economic Development Element of the Master Plan recognizes the existing office / commercial developments clustered at I-280 and Prospect Avenue, and recommends that the Township continue to maintain a mix of land uses. The EGED Plan implements that concept by zoning for mixed uses in the area.

- The Master Plan provides that development that generates employment opportunities and beneficial commercial/retail activity should continue to be encouraged where it is compatible with adjacent land uses, and sensitive nature and environmental features, and should be balanced by the need to maintain adequate public infrastructure and facilities, services and pedestrian and vehicular circulation patterns. The EGED Plan accomplishes this by providing for commercial/retail uses in the area while also allowing for public facilities, providing pedestrian accessways and appropriate vehicular circulation.
- The Master Plan provides that improvements to the regional business districts should continue to be encouraged. The EGED Plan supports this goal by encouraging further improvements to the existing Essex Green shopping center.
- As noted above the Master Plan calls for recognition of the existing commercial and retail land uses in the I-280 Prospect Avenue area. The Essex Green shopping center and surrounding area is identified as a “Regional Center” for its variety of retail, restaurant and entertainment establishments, as well as the complementary uses located close by including office, hotel and personal services. The EGED Plan furthers that understanding and states that “A key for this area is to maintain a balance of land uses, which will have benefits with regard to traffic as well as fiscal impacts.” The EGED Plan also encourages a mix of uses in the redevelopment area.

(ii) Sustainability Plan:

- The EGED Plan is guided by the goals, principles and actions set forth in the Sustainability Element of the West Orange Master Plan, and includes criteria for incorporating Green Building Standards, Storm Water Best Management Practices, Steep Slope and Natural Features protections, electric vehicle charging stations and exploring the feasibility of incorporating renewable energy into development.

(iii) Circulation Plan:

- Consistent with the Master Plan the EGED Plan promotes connections throughout the development and requires design improvements to the circulation system that are consistent with the 2016 Complete Streets Plan Element.

IT IS THEREFORE RESOLVED that the Board hereby finds that the EGED Plan is consistent with the Master Plan and recommends adoption; and

FURTHER RESOLVED that at its meeting held on May 1, 2019 the Board recommended that the Essex Green – Executive Drive Redevelopment Plan be further amended to provide that applications for development be required to include a traffic impact study, an environmental impact study and a community impact study. Those recommendations have since been incorporated into page 15 of the Plan.

IN WITNESS WHEREOF, the Board has caused this Resolution to be executed by its Secretary as of the 28th day of May 2019.



Robin Miller, Secretary

TOWNSHIP OF WEST ORANGE



ESSEX GREEN-EXECUTIVE DRIVE REDEVELOPMENT PLAN

MAY 1, 2019



Prepared By:

Heyer, Gruel & Associates

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

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

Susan S. Gruel, P.P. #1955

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

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INTRODUCTION AND PROCESS

The Essex Green-Executive Drive Redevelopment Area consists of five parcels totaling approximately 62 acres in area including Block 155, Lots 40.02, 40.03, 41.02, 42.02, and Block 155.2, Lot 40 (the "Area"). Three of these parcels Block 155 Lots 40.02, 41.02, and 42.02 are developed with office buildings built between 1971 and 1984. Collectively these properties are known as the Executive Drive Area.

The Essex Green portion of the redevelopment area consists of two parcels located southeast of the Executive Drive Area: Block 155, Lot 40.03, a vacant lot, and Block 155.21, Lot 40, which houses the Essex Green Shopping Center. The shopping center was built in 1957 and was renovated in 1991. Currently, an application is pending before the Township's Zoning Board to renovate portions of the shopping center and construct some new pad site buildings on the property.

On September 19, 2017, the Township Council adopted resolutions 212-17 and 213-17 to direct the West Orange Township Planning Board to investigate these properties to determine if the area qualifies as a non-condemnation area in need of redevelopment per the statutory criteria of the Local Redevelopment and Housing Law (LRHL) *N.J.S.A. 40A:12A, et seq.*

The Township's planner, Paul Grygiel, PP, AICP, of the firm Phillips Preiss, prepared a preliminary investigation report entitled, "Essex Green and Executive Drive Area in Need of Redevelopment Study", dated October 2017 (the "Study"). The Township Planning Board held public hearings on the Study on November 1, 2017, and December 6, 2017. On January 4, 2018, the Planning Board adopted Resolution 18-01, which recommended that the properties be designated as a non-condemnation area in need of redevelopment. The Township Council took action at its January 9, 2018 meeting, designating the Area as in need of redevelopment through resolution 17-18.

Heyer, Gruel and Associates was retained by the Township Council on June 12, 2018 to work with the Township Planning Board to prepare a Redevelopment Plan for the Area.

In September 2018, the Township Council adopted the "300 Executive Drive Redevelopment Plan", which proposed standards for the modernization of the office building on Block 155, Lot 42.01. This Plan is the next step in the process of comprehensively redeveloping the Area.

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



STATUTORY REQUIREMENTS

The Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

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

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

EXISTING CONDITIONS

Location and Description

The Area consists of five tax parcels in West Orange Township: Block 155, Lot 40.02; Block 155, Lot 40.03; Block 155, 41.02; Block 155, 42.02; and Block 155.21, Lot 40. Current property records indicate that Block 155 Lots 40.02, 41.02, and 42.02 are owned by West Orange Executive Park, and Block 155, Lot 40.03 and Block 155.21, Lot 40 are owned by CLFP Essex Green LLC. The parcels total approximately 62 acres in land area.

The Area is bound by I-280 to the north; Prospect Avenue and Block 155, 40.01 to the east; Block 155 Lots 26.01 and 26.02 to the south; and Block 155 lot 42.01 (300 Executive Drive) to the west. The I-280 and Prospect Avenue interchange provides regional highway access near the Area.

Like much of West Orange Township, the Area is encumbered by steep slopes. 100 and 200 Executive Drive are positioned midway up the hills that define the topography of the Area. Essex Green and Rooney Circle are located at higher ground near Prospect Avenue.

Regional Context

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

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

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

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

Existing Land Use

The Area is currently developed with office buildings, a shopping center, and surface parking lots. 100 and 200 Executive Drive (Block 155, Lots 40.02 and 42.02), and 10 Rooney Circle (Block 155, Lot 41.02), are occupied by Class C office buildings built between 1971 and 1984.

Block 155, Lot 40.03 is a vacant lot fronting on Rooney Circle. This lot features a narrow strip that runs along the length of Rooney Circle to Prospect Avenue.

Essex Green is a shopping center with an AMC Movie Theater, Shop Rite, Sears Outlet, and Panera, among other retail and restaurant establishments. An application is pending before the Township Zoning Board of Adjustment to permit modifications to the shopping center and the construction of a new drive-through use.

Block 155, Lot 26.02, located south of Essex Green is developed with an LA Fitness gym. A Courtyard by Marriot Hotel is located to the north of Essex Green at the intersection of Rooney Circle and Prospect Avenue. Block 115 Lot 140.04, located between Essex Green and the office building at 10 Rooney Circle, was approved for another hotel by the Zoning Board of Adjustment in 2011 and construction is nearly complete on that project.

Directly south of 100 and 200 Executive Drive are PSE&G transmission lines. A neighborhood of single-family residences

and the Essex Green Villa Condominium development are located south of the PSE&G transmission corridor.

The Villas at Eagle Ridge Townhome development is located across Prospect Avenue to the east.

Existing Zoning

The Area is located in two zoning districts. The properties that comprise the Executive Drive portion of the area (Block 155, Lots 40.02, 41.02, and 42.02) are in the OB-1 Office Buildings Zone, and the properties that are part of the Essex Green portion of the area (Block 155, Lot 40.03, and Block 155.21, Lot 40) are in the P-C Planned Commercial District.

OB-1 Office Building District

The following are the standards for the OB-1 District:

Permitted Principal Uses

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

Permitted Accessory Uses

- Required Accessory Parking

- Signs

Permitted Conditional Uses

- Commercial Recreation
- Public School
- Private School
- Library
- Museum
- Park or Playground
- Public Utility Building or Structure
- Telephone Exchange
- Private Club, Other than a Golf Club
- House of Worship
- Nursing Home
- Long-term Care Residential Health Care Facility
- Congregate Care Facility
- Assisted Living
- Commercial Antenna
- Check Cashing Facility

OB-1 District Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	10,000 SF
Minimum lot area / unit	6,000 SF
Minimum lot width	60 feet
Minimum front yard	30 feet
Minimum side yards	10 feet + 8 feet
Minimum rear yard	30 feet
Maximum building coverage	40%
Maximum lot coverage	50%

Additional Standards

- Retail sales or service permitted as an accessory use in the OB-1 District shall be an integral part of the permitted building, shall be limited to sales or services designed for the convenience of the employees, visitors and tenants of the permitted building and no goods, advertisements or other evidence of such sales or services shall be visible

from the street. Such use shall not consist of more than 15 percent of the total first floor area in the OB-1 District and shall be designated on the preliminary site plan.

- In the OB-1 District, one square foot of open space shall be provided for each square foot of building area except that no more than 40 percent of the lot in the OB-1 District may be covered by buildings or structures. Off-street parking areas are not permitted within open space areas, except for "overflow" parking spaces that are specifically approved by the Planning or Zoning Board and are constructed in a manner acceptable to the Township Engineer. Furthermore, no accessory structure of off-site parking area shall be located within the required front yard no closer than 25 feet to the side or rear property lines in the OB-1 District.

P-C Planned Commercial

The following are the standards for the P-C District:

Permitted Principal Uses

- Retail Store
- Personal service store or studio
- Restaurant
- Bar
- Motor vehicle fueling station
- Post Office

- Civic center, limited to assembly hall and non-commercial indoor recreation facilities
- Theater on lots of 8-acre minimum

Permitted Accessory Uses

- Required Accessory Parking
- Required Accessory truck loading spaces
- Private garage
- Signs

Permitted Conditional uses

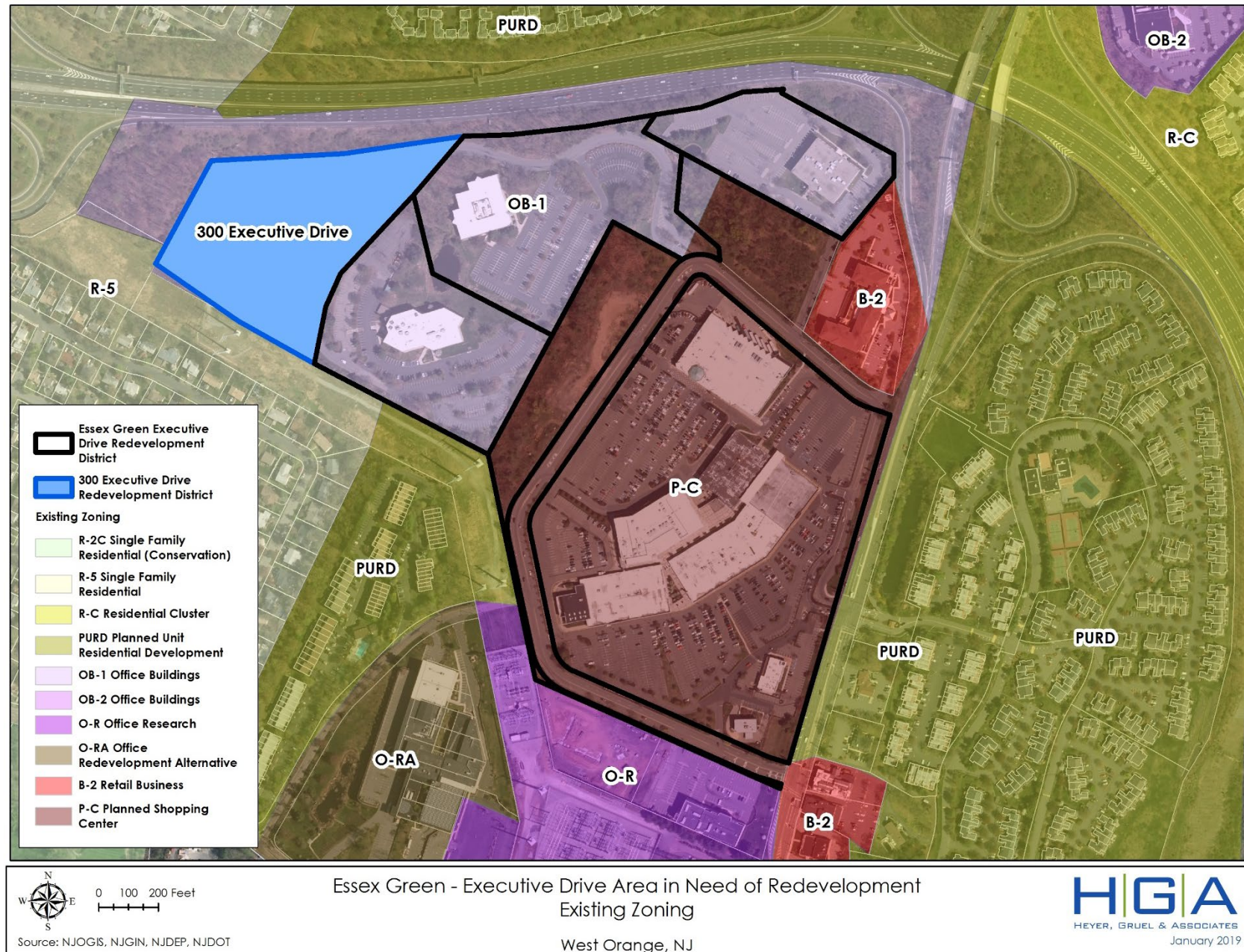
- Video or amusement arcade
- Commercial Antenna

Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	8 Acres
Minimum lot area/unit	n/a
Minimum lot width	None
Minimum front yard	300 feet
Minimum side yard (corner)	100 feet
Minimum side yards	75 feet + 75 feet 100 feet adjacent to residence
Minimum rear yard	75 feet 100 feet adjacent to residence
Maximum building coverage	20%
Maximum lot coverage	75%
Minimum Space Between Buildings	150 feet
Maximum building height	2.5 stories/35 feet

Additional Standards

- Mixed Uses and multiple principal uses on one lot shall be permitted in the P-C District.
- In a P-C District, every building or group of buildings shall make adequate provisions for the proper disposal of wastes within a screened enclosure.
- Indoor Storage and Loading. In a P-C district, no visible display of waste, trash, scrap or material of any kind shall be permitted except that items offered for sale may be displayed in accordance with an overall plan to be included as part of the preliminary site plan, and in such districts, provisions shall be made for properly enclosed truck loading areas and bays located entirely within the structure.
- Shopping Centers. There shall be only one grouping of free-standing signs identifying various businesses within the center. Individual standing signs are prohibited.



REDEVELOPMENT CONTEXT

SUBURBAN OFFICE MARKET

For several decades, New Jersey's economy and employment base grew substantially through the construction of suburban office parks. The majority of these facilities, built during the 1980s and 1990s predate modern technological and infrastructure needs. Facilities of this vintage are often physically outdated and located in suburban communities near highway interchanges or along highway corridors.

The most recent Rutgers Regional Report, dated October 2017, written by James Hughes and Will Irving, outlines ongoing trends in the New Jersey economy. The report discusses the change over the last 10 to 15 years of increased development in the metropolitan cores and contraction in suburban areas. Demographic changes, consumer preferences, and the nature of many industries has changed and reduced the demand for suburban office corridors and their aging infrastructure. In order to stay competitive, office buildings that were built for a singular narrow focus need to become more flexible and attractive to the modern economy and its new generation of employees.¹

The existing office buildings located at 100 and 200 Executive Drive and 10 Rooney Circle were all built between 1971 and

1978, and are rated as Class C Office space, which is not well positioned to compete in the oversaturated office market described in the Rutgers report.

Office Building Class Definitions: Office space is grouped into three classes ranked A through C. The rating system looks at factors including rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception. The scale is a subjective system that is meant to rate the competitiveness and desirability of the space in question.

- Class A buildings have the highest rents, are geographically accessible, and have state of the art systems, modern amenities, and high-quality finishes. These are new or recently upgraded facilities.
- Class B buildings are generally fair to good for the area and have adequate building systems. The rents for these buildings are generally in the average range.
- Class C buildings are identified as merely functional space that can secure below average rents in the area.

(Source: BOMA International
www.boma.org/research/pages/building-class-definitions.aspx)

¹ "Rutgers Regional Report – Issue Paper No. 38 "New Jersey's Economic Roller Coaster" p.20-25
<https://rucore.libraries.rutgers.edu/rutgers-lib/54266/PDF/1/play/>

SHOPPING CENTER LAYOUT

In addition to the outdated office uses, the Essex Green shopping center was built in 1957 and was last renovated in 1991. As outlined in the Study, many of the retail units are outdated by today's retail standards, with particularly long and awkward layouts with two main entrances located at both ends of the units. The shopping center was also designed with a large, centrally located courtyard which is rarely utilized by pedestrians and store patrons. Many of the vacant units have outdated mechanical equipment and HVAC systems that are in need of replacement and renovation.

Moreover, the shopping center's loading system consists of one loading dock that connects to a network of tunnels in which the goods are unloaded and then distributed throughout the shopping center. Even though each retail unit has a basement to receive deliveries, most of the tenants do not use the central loading dock and instead take in deliveries in the front of the building where it is more convenient for trucks. However, the shopping center was not designed for tenants to take deliveries in the front of the units, creating potential conflicts between delivery trucks and pedestrians and passenger vehicles.

This current layout and delivery setup may be undesirable for potential tenants. While the shopping center does host some major tenants including Shop Rite, Sears Outlet, Total Wine and More, AMC Theatres, and Panera, the presence of vacant units,

poor site layout, and antiquated building facilities present long-term barriers to the economic success of the Essex Green shopping center.

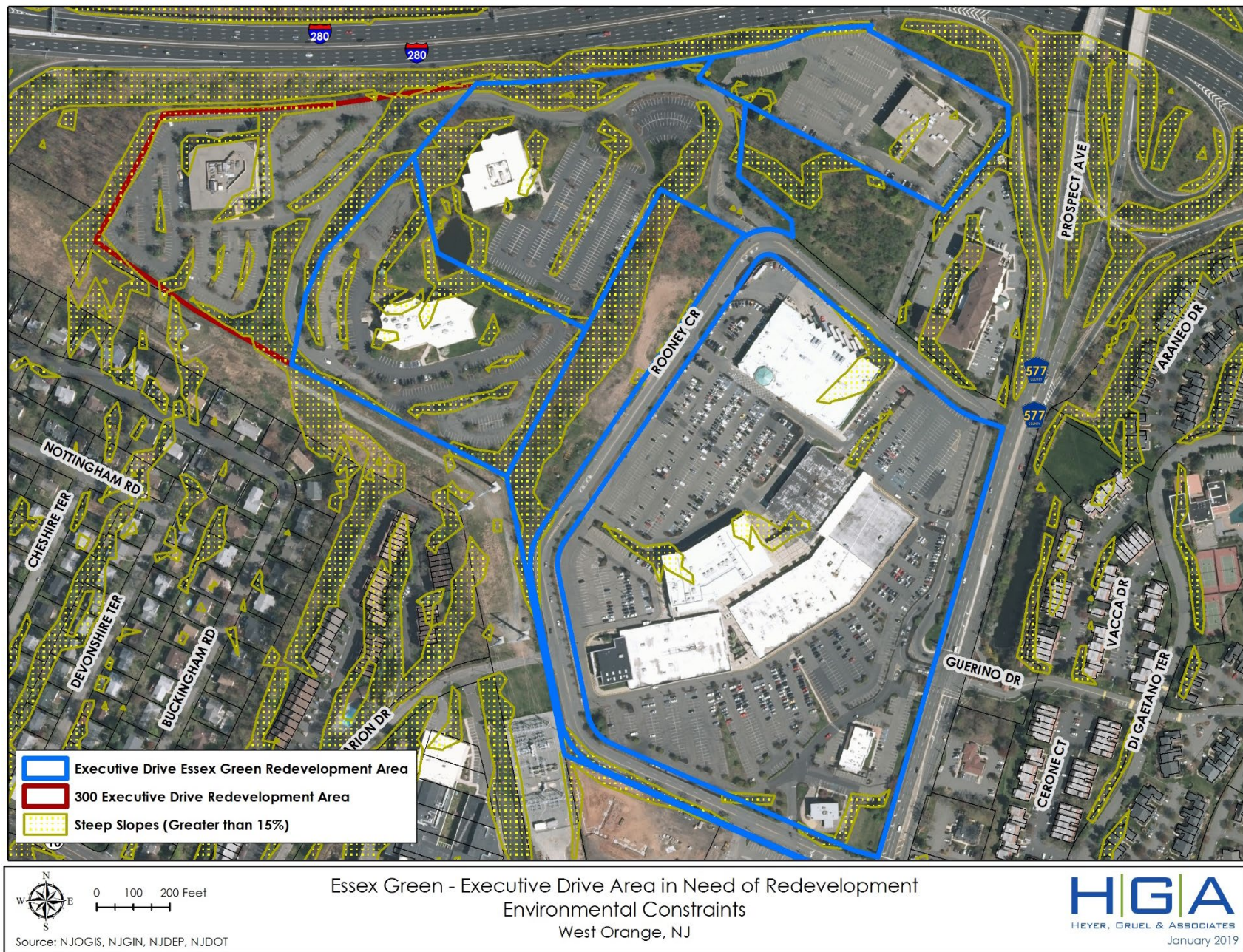


Essex Green Shopping Center June 29, 2018

STEEP SLOPES

The principal environmental constraint to development in the Area is the presence of steep slopes. With the exception of Block 155 Lot 40.03, the other sites have been previously developed and portions of those properties have been re-graded. The Township Land Use Regulations are explicit about seeking to minimize disturbance within steeply sloped areas. A goal of any redevelopment project undertaken as part of this Plan is to focus development within areas that have been previously disturbed and to avoid additional disturbance within the most steeply sloped portions of the Area. Protection of these sensitive environmental areas is an objective of the Township's planning documents that this Plan seeks to reinforce.

The figure on the following page shows areas that have slopes that have been calculated to be in excess of 15%. Future applications for site plan approval will be required to quantify the steeply sloped areas on site, indicate if disturbance is proposed, and attempt to limit and mitigate the impacts of any disturbance that is deemed necessary.



PLAN PRINCIPLES, GOALS, AND OBJECTIVES*PRINCIPLES*

The Township seeks to utilize the tools offered through the LRHL to enter into a partnership with one or more designated redevelopers in order to successfully reimagine the Area as a mixed-use hub of activity that brings together residences, jobs, shopping, activities, and municipal services in an integrated setting.

GOALS

The overall goal of the Plan is to develop each of the component districts with a complementary blend of uses in a well-integrated manner.

The existing office buildings at 100 and 200 Executive Drive are anticipated to be redeveloped into a multifamily residential development, with a percentage of units set aside to meet a portion of the Township's affordable housing obligation. As part of the redevelopment of the Executive Drive portion of the Area, it is anticipated that a dog park will be constructed for public use.

The office building at 10 Rooney Circle is intended to remain in its current form, with modifications and upgrades as necessary, with the long-term goal of blending office space with a mix of municipal services within the building and on the site.

The Essex Green shopping center is in the process of being updated and modernized. The Plan encourages improvements to the shopping center and welcomes a mix of new tenants that will maximize the property's potential as a regional destination.

Finally, the Plan proposes developing Block 155, Lot 40.03 (currently vacant) into a mixed-use commercial and residential building that will be able to take advantage of the density of commercial uses, municipal services, and amenities in the Area.

OBJECTIVES

- Promote a mix of housing options accessible to households of all income levels through the construction of new multifamily units.
- Improve the viability and utilization of the land with a mix of multifamily housing, office, commercial, and municipal uses while also taking into account the environmental constraints of the site.
- Enhance Township services by providing new facilities into which departments may relocate or expand.
- Provide a public amenity in the form of a public dog park.
- Preserve and renovate existing retail and restaurant uses and encourage an influx of new tenants at the Essex Green Shopping Center to provide services, activities, and shopping to surrounding residential and office users.

- Provide internal pedestrian paths and sidewalks as a recreational amenity and a practical link between the office, residential, and retail components envisioned for the Area.
- Promote pedestrian safety through the application of complete streets principles and well-designed crossings and sidewalks.
- Encourage links to transit by capitalizing on the existing bus service and providing a flexible shuttle service.
- Reduce impervious coverage to allow for a reduction of stormwater runoff and increased groundwater recharge.
- Encourage sustainable development practices through incorporation of green infrastructure and other stormwater management BMPs.
- Promote sustainable and efficient energy usage through green building techniques.
- Focus on the protection and preservation of sensitive steep slopes and existing wooded areas to maximize the natural beauty of the site and prevent environmental degradation.

RELATIONSHIP OF THE PLAN TO TOWNSHIP LAND DEVELOPMENT REGULATIONS

This Plan shall constitute an overlay zoning district for the Area. At the time of development application, the developer may opt to utilize either the standards contained in this plan or the standards of the applicable underlying zoning district.

When utilizing the standards in this redevelopment plan, Township regulations affecting development that are in conflict are superseded by this Plan. Existing engineering standards, performance standards, and definitions shall apply. At the time of site plan application, Environmental Impact, Community Impact, and Traffic Impact Statements shall be required.

No deviations from the overlay standards may be granted which will result in permitting a use that is not a permitted use within this Redevelopment Plan. Any deviation from standards of this Plan that results in a "d" variance pursuant to N.J.S.A. 40:55D-70d shall be addressed as an amendment to the Plan rather than via variance relief through the Township's Zoning Board of Adjustment.

Any deviations from bulk and other specific standards shall require "c" variance relief. The Planning Board shall have the power to grant relief to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to N.J.S.A. 40:55D-70.c.

An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirement set forth in N.J.S.A. 40:55D-12a.&b.

The Planning Board may grant exceptions or waivers from design standards for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within the Plan. The Board may grant exceptions or waivers if it is determined that the literal enforcement of one or more provisions of the Plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan and Master Plan.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified in the Township Ordinance and by N.J.S.A. 40:55D, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning Map.

LAND USE PLAN

The Plan proposes the following land use districts:

- Executive Drive Multifamily Residential
- Rooney Circle Mixed-Use
- 10 Rooney Circle Office / Municipal Use
- Essex Green Shopping Center

Each of the land use districts and their standards are described in detail in the following pages.

Standards Applicable to All Districts*Affordable Housing*

To further the Township's Master Plan goals, and to comply with the spirit of the Fair Housing Act and ongoing affordable housing settlement negotiations, all residential developments within the Redevelopment Area shall provide a set-aside of affordable housing units in accordance with the following standards and the administrative requirements outlined on page 40 of the Plan.

- 15% of rental units shall be affordable family rentals, with a bedroom mix and affordability mix consistent with those mandated by the Uniform Housing Affordability Controls (UHAC).
- 20% of for-sale units shall be affordable with a bedroom mix and affordability mix consistent with UHAC.

Minimum Parking Requirements

- Residential – All residential parking shall be provided in accordance with the Residential Site Improvement Standards (RSIS N.J.A.C. 5:21):

Townhouse	1 BR – 1.8 / dwelling unit (DU) 2 BR – 2.3 / DU 3 BR – 2.4 / DU
Low-Rise / Mid-Rise	1 BR – 1.8 / DU 2 BR – 2.0 / DU 3 BR – 2.1 / DU

- Non-Residential – Parking for non-residential uses shall be provided based on Parking Schedule II in Section 25-12.2.b of the Township Ordinance, unless otherwise indicated in this Plan.
- ADA accessible parking including van accessible spaces shall be provided in compliance with ADA standards.
- Shared parking arrangements between uses on properties within 250 feet of each other may be permitted, subject to the approval of the Township and the Planning Board.

Residential Unit Mix

- Studios, One-Bedroom, Two-Bedroom, and Three-Bedroom units shall be permitted. No unit shall have more than three bedrooms.

- The number of market rate three-bedroom units in any residential development shall not exceed 20% of the total number of market rate units in the development.

Minimum Residential Floor Area

- Studio / Efficiency – 500 square feet
- One Bedroom – 650 square feet
- Two Bedroom – 900 square feet
- Three Bedroom – 1,000 square feet



Executive Drive Multi-Family Residential District*Purpose:*

The purpose of the Executive Drive Multi-Family Residential District is to permit the redevelopment of the existing office buildings at 100 and 200 Executive Drive into a multi-family residential development. The district is approximately 18.3 acres in area. The envisioned development will consist of one or more types of multi-family housing in multiple buildings with an affordable set-aside. The redevelopment is also intended to include the provision of a public dog park as an amenity for the neighborhood and community at large.

Principal Permitted Uses

- Multifamily residential dwellings
- Townhouse residential dwellings
- Public Dog Park

Permitted Accessory Uses

- Parking, including parking structures
- Signage
- Uses customarily incidental to the principal use

Bulk Standards

Minimum Lot Area	80,000 SF
Minimum Setback to Block 155, Lot 26.01 (PSE&G Property)	15 feet
Min. Setback to Block 155, Lot 40.03	15 feet
Min. Setback to Block 155 Lot 40.04	75 feet

Min. Setback to all other lots / rights-of-way	0 feet
Maximum Building Height	Four (4) Habitable Stories (Parking structures and Garages are excluded from the calculation of habitable stories, but in no case may any parking structure exceed the height of the principal structure to which it is adjacent or attached)*
Maximum Residential Gross Density (Entire District)	24 Units per Acre
Maximum Lot (Impervious) Coverage	65%**

*Architectural features such as pitched roofs, gables, domes, steeples, etc. shall be permitted. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

**Where permeable paving systems are proposed, subject to the approval of the Township Engineer, the areas with permeable paving shall be calculated as 75% impervious. For instance, a parking area and plaza paved with a permeable paving system that equals 20% of the lot area shall be calculated as 15% impervious coverage for purposes of the maximum coverage calculation as it pertains to these district standards.

Additional Standards

- Area for a public dog park shall be provided within the district, either as a standalone lot or as part of a development site. The lot area devoted to the dog park, inclusive of parking, landscaping, buffer areas, and surrounding natural features, shall consist of a minimum of 80,000 square feet and shall be constructed by the redeveloper at its sole cost and expense. The design of the dog park shall be reviewed and approved by the Township Council.
 - A subdivision may be necessary to create a lot for the development of the dog park.
 - The dog park shall include sufficient areas to accommodate large and small dogs.
 - The dog park area shall include a minimum of fifty (50) parking spaces.
- Applications for development shall provide topographic data, the location of existing trees, and demonstrate compliance with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and the Tree Protection and Removal Ordinance (Section 25-27).
- The existing retention basin shall be upgraded and improved to provide an on-site amenity in addition to its function as a storm water management structure.



Dog Park in Essex County Brookdale Park

- Amenities including but not limited to one or more community rooms, fitness centers, pools, and outdoor seating areas shall be provided for the use and enjoyment of the residents. At the time of site plan application, details regarding the amenity package shall be presented for review.
- A 15 foot buffer area consisting of a mix of deciduous and evergreen plantings and a six (6') foot tall solid fence shall be provided along the property line adjacent to Block 155, Lot 26.01.
- Structured parking shall be designed using compatible or complementary materials to the principal building(s).

All voids in the structures shall be screened using architectural elements, green screens, scrims or other features so that lights and vehicles are not individually visible.

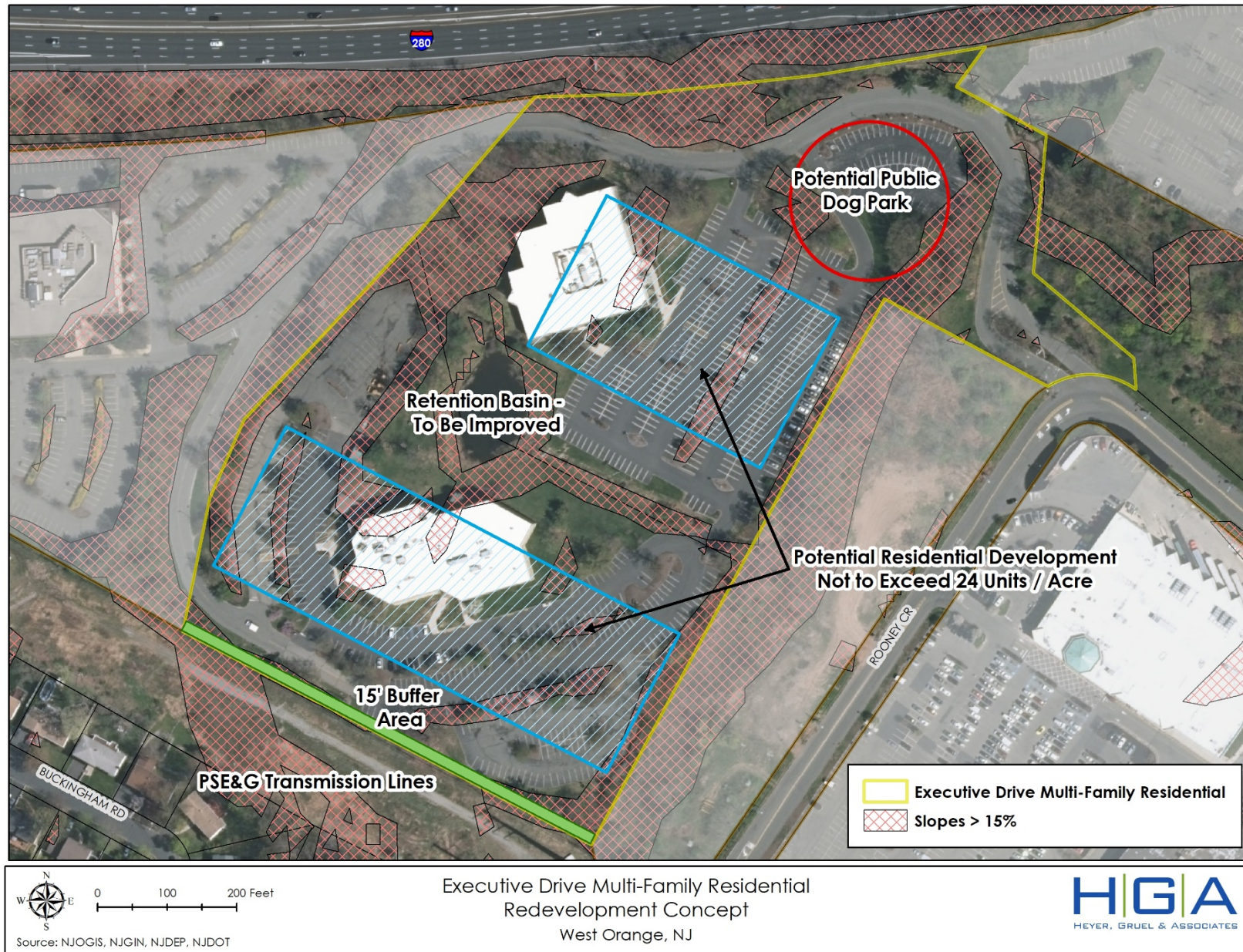
- The internal circulation for the district is shared with the adjacent 300 Executive Drive and 10 Rooney Circle properties. Modifications to the driveways and internal circulation system may be necessary. The existing access easements shall be preserved and/or updated as needed.
- The West Orange Jitney shuttle service provides a commuter link to the Orange, Mountain, and South Orange Train Stations. As part of the redevelopment of the site the Redeveloper shall work with the Township to supplement or expand the Jitney service if necessary. In addition, a shuttle from within the development to the Essex Green Bus Stop shall be provided to coordinate with the Jitney and to provide access to the shopping center and bus at other times of the day.



West Orange Jitney Shuttle Bus

Concept

The figure on page 22 provides a rough conceptual layout of the potential redevelopment scenario overlaid on the existing conditions. Future redevelopment on the site is intended within the previously developed portion of the site, to the extent feasible, in order to minimize the disturbance of steeply sloped areas. The concept illustrates the buffer area, potential building footprints, and the area that may be allocated for the construction of a public dog park. The concept is not binding for the Township or a potential developer, it is merely intended to provide an example of the possible redevelopment outcome.



Rooney Circle Mixed Use District*Purpose:*

The purpose of the Rooney Circle Mixed Use District is to permit the development of a mixed-use building and associated parking areas on an existing vacant property. The district is approximately 4.7 acres in area. As part of the redevelopment, well-designed pedestrian connections to other properties within the Area, particularly the Essex Green Shopping Center, shall be provided.

Principal Permitted Uses:

- Retail Stores
- Personal Service stores or studios
- Offices
- Restaurants and bars
- Banks
- Fitness Centers
- Medical, dental, psychiatric or chiropractic offices
- Multi-family residential dwellings

Permitted Accessory Uses:

- Parking
- Signage
- Outdoor dining
- Uses which are customarily incidental to the principal use

Bulk Standards

Minimum Lot Size	4 Acres
Minimum Setback to Rooney Circle	15 feet
Minimum setback to all other property lines	20 feet
Maximum Building height	4 Stories, 50 feet*
Maximum Residential Gross Density	24 units / acre
Maximum (Lot) Impervious Coverage	65%

*Building height shall be measured from the mean finished grade around the building to the roof deck in the case of a flat roof or to the midpoint of the roof in the case of a sloped roof. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

Additional Standards

- Applications for development shall provide topographic data and demonstrate compliance with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and the Tree Protection and Removal Ordinance (Section 25-27).
- Structured parking shall be designed to blend into the architectural character of the building and to be screened from public view.
 - All parking structures shall be designed using compatible or complementary materials to the principal building(s). All voids in the structures

shall be architecturally screened, so that lights and vehicles are not individually visible.

- No blank walls of parking structures shall face Rooney Circle. Any Rooney Circle facing façade shall provide pedestrian interest at ground level through a building lobby, storefront, or other architectural screening / wrapping mechanism.
- Pedestrian connections shall be provided across Rooney Circle to the Essex Green Shopping Center. The connections shall feature pedestrian activated signals, raised or stamped concrete crosswalks or other similar improvements subject to approval by the Township Council, Township Engineer, and Planning Board.
- Amenity space shall be provided as part of any multi-family residential development, consisting of one or more of a community room, a roof deck, a pool, a fitness center, or other similar offering.

Concept

- The figure on page 25 provides a rough conceptual layout of the potential redevelopment scenario overlaid on the existing conditions. Future development will focus on the portion of the site that is not encumbered by steep slopes. The concept includes a potential four-story building with a footprint of 30,000 – 35,000 square feet which could accommodate a mix of uses as well as a

mix of surface and structured parking. Pedestrian connections between the site and Essex Green are crucial and meant to reinforce the relationship between the properties. The concept is not binding for the Township or a potential developer, it is merely intended to provide an example of the possible redevelopment outcome.



10 Rooney Circle Office / Municipal Use District*Purpose:*

To allow for the continuation of office uses and provide a future opportunity to relocate or expand municipal services to the area. A mix of leasable office space, municipal office space, and other municipal or public uses is anticipated. The district is approximately 5.2 acres in area.

Principal Permitted Uses:

- Offices
- Public / Municipal facilities
- Libraries

Permitted Accessory Uses

- Parking
- Equipment and material storage areas associated with municipal facilities and services
- Fuel pumps associated with municipal facilities and services that are not open to the public
- Signage

Bulk Standards

Minimum Setback for Principal Structure (all lot lines)	80 feet
Minimum Setback for Accessory Structures	20 feet to I-280 ROW 50 feet to all other property lines
Maximum Building height	4 stories / 50 feet*
Maximum Lot (Impervious) Coverage	80%

*Building height shall be measured from the mean finished grade around the building to the roof deck in the case of a flat roof or to the midpoint of the roof in the case of a sloped roof. Projections for roof equipment shall be permitted provided they are screened with a solid or decorative shield and do not exceed fifteen (15') feet in height above the roof deck.

Additional Standards:

- Outdoor storage of materials, equipment or vehicles shall take place in designated areas. Where possible, materials and equipment should be stored within structures and/or screened from public view.

Essex Green Shopping Center District*Purpose:*

The purpose of the Essex Green Shopping Center District is to enhance the existing shopping center. The current uses and layout are anticipated to remain. Future development of the property may consist of minor expansions, retrofits, and adaptive reuse of existing spaces. The district is approximately 33.6 acres in area.

Permitted Principal Uses:

- Retail Stores
- Personal service stores or studios
- Restaurants
- Bars
- Motor vehicle fueling stations
- Post Offices
- Civic centers, limited to assembly hall and non-commercial indoor recreation facilities
- Theaters
- Self-storage facilities in basements of structures existing at the time of adoption of this Plan
- Medical, dental, psychiatric or chiropractic offices
- A maximum of three (3) drive-through facilities, which may include banks, fast food restaurants or pharmacies

Permitted Accessory Uses

- Required Accessory Parking

- Required Accessory truck loading spaces
- Private garage
- Signs

Permitted Conditional uses

- Video or amusement arcade subject to Ordinance Section 25-24.2.b.2(h)
- Commercial Antenna subject to Ordinance Section 25-24.2.b.2(e)

Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	8 Acres
Minimum Setback to Prospect Avenue	100 feet
Minimum Setback to Rooney Circle	20 feet
Maximum building coverage	25%
Maximum lot (Impervious) coverage	85%
Minimum Space Between Buildings	30 feet unless buildings are physically connected
Maximum building height	3 stories / 45 feet

Additional Standards

- Mixed Uses and multiple principal uses on one lot shall be permitted in the Essex Green Shopping Center District.
- In the Essex Green Shopping Center District, every building or group of buildings shall make adequate

provisions for the proper disposal of waste within a screened enclosure.

- Indoor Storage and Loading. In the Essex Green Shopping Center District district, no visible display of waste, trash, scrap or material of any kind shall be permitted except that items offered for sale may be displayed in accordance with an overall plan to be included as part of the preliminary site plan, and in such districts, provisions shall be made for properly enclosed truck loading areas and bays located entirely within the structure.
- Drive-through facilities shall adhere to the following standards:
 - Drive-through lanes shall be physically separated from the traffic circulation system on the site by concrete curbed and landscaped islands with a minimum width of five (5) feet for landscaping.
 - Drive-through lanes shall permit the stacking of a minimum of ten (10) vehicles.
 - There shall be a break in the physical separation to provide a bypass lane to allow vehicles to exit the queue. The location of the bypass lane shall be approved by the Board.

Design Standards

The following are site plan design standards. The standard for relief for any deviations from these standards shall be consistent with the MLUL requirements at N.J.S.A 40:55D-51. The design standards are intended to reinforce the physical, visual, and spatial characteristics of the Redevelopment Area. Any elements not covered by these standards shall be subject to the appropriate provisions of the West Orange Land Use Regulations.

Architectural Design

- Each building shall have a cohesive architectural design that provides an attractive view from all vantage points. The topography of the Area creates a unique challenge with regard to building design and material choice.
- Exterior walls of buildings shall not have large blank or featureless expanses. Building facades shall be articulated with changes in depth, porches and/or balconies, recessed windows or window bays, and decorative elements.
- All building mechanical equipment and rooftop appurtenances shall be screened in an attractive manner that is consistent with the overall architectural design of the development. Consideration should be given to screening rooftops at lower elevations that may be viewed from above.

- Building facades shall be finished with durable material that differentiates between ground floors and upper floors and provides complementary variation along the façade. EIFS and vinyl siding shall be prohibited.

Fences and Walls

- Fences shall not exceed four (4') feet in height in any required setback area abutting a public street.
- Fences shall not exceed six (6') feet in height anywhere else in the Area.
- The finished side of any fence shall face away from the applicant's property.
- Chain link fence, barbed wire, razor wire, and electrical wire fence shall be prohibited.
- Walls shall not exceed four (4') feet in height, except for retaining walls required as part of an approved grading plan, subject to review by the Township Engineer and Planning Board.

Landscaping

- Maximum effort should be made to preserve and incorporate into the landscaping plan all existing trees and vegetation within the Area.
- All open space areas shall be landscaped and maintained in an attractive condition with appropriate plant materials.

- Best management practices are encouraged to reduce stormwater runoff and improve groundwater recharge.
- Native species shall be utilized for plantings to the extent feasible. Native plant species can be found at: [http://www.npsnj.org/pages/nativeplants Plant Lists.html](http://www.npsnj.org/pages/nativeplants%20Plant%20Lists.html) and other similar sources.
- Invasive species shall be prohibited. A list of invasive species and non-invasive alternatives can be found at: <https://www.invasive.org/alien/pubs/midatlantic/midatlantic.pdf>
- Landscaping shall be provided around the perimeter of parking areas and within islands and rows separating parking spaces. One (1) tree plus ground level plantings shall be provided for each ten (10) surface parking stalls proposed.

Lighting

- A lighting plan shall be provided for review by the Planning Board. The proposed level of illumination shall be shown for all areas of the site in either lux or foot-candles.
- Minimum Illumination Levels shall be as follows:
 - Pedestrian Walkways – 6 lux / 0.6 foot-candles
 - Parking Areas – 16 lux / 1.5 foot-candles
 - Streets / Driveways – 6 lux / 0.6 foot-candles
 - Parking Garages – 75 lux / 7.5 foot-candles

- Details shall be provided for all light poles and fixtures.
- All light fixtures shall be LEDs
- All light fixtures shall be shielded to prevent off-site spillage and glare.
- Light poles shall not exceed twenty (20') feet in height or the height of the principal building, whichever is lesser.

Parking and Loading

The design of off-street parking and loading areas shall comply with the standards in Township Ordinance Section 25-12.1, 25-12.3, and 25-12.4 except as noted below or elsewhere in this Plan:

- Parking spaces shall be setback a minimum of ten (10) feet from the Rooney Circle or I-280 right-of-way and a minimum of twenty-five (25') feet from the Prospect Avenue right-of-way.
- There shall be no required setback for parking spaces adjacent to other properties in the Area or private roadways.
- Bicycle racks shall be provided near the entrances of non-residential and municipal uses.
- Bicycle storage / parking areas are encouraged as an amenity in residential developments.
- Parking structures shall be constructed of compatible and/or complementary materials to the surrounding

buildings to blend architecturally with the remainder of the development.

- The provision of electric vehicle charging stations and spaces is encouraged within structured parking facilities and surface lots. Where demand is uncertain, providing adaptable electrical infrastructure to allow for the installation of charging stations in the future is preferred.



Electric Vehicle Charging Station

Recycling and Refuse

- All developments shall have appropriately sized recycling and refuse enclosures that comply with Township Ordinance section 25-8.14.
- All recycling and refuse enclosures shall be constructed of durable fencing and/or masonry block, a minimum of six (6') feet in height, which provides visual screening.
- Landscaping consisting of evergreen plantings shall supplement the screening.

Signage

- One (1) off-site directory sign shall be permitted along the Area's Prospect Avenue frontage.
 - An off-site directory sign shall be defined as a free-standing or monument sign used exclusively for the purpose of identifying the tenants, occupants, or uses of buildings or properties in different districts or on different properties within the Area.
 - Setback Requirement – Shall be a minimum of ten (10') feet from any property line.
 - Height Requirement – Shall not exceed ten (10') feet in height.
 - Size Requirement – Shall not exceed fifty (50) square feet in area per side.

- A system of wayfinding signage shall be permitted throughout the Area. The wayfinding signage shall be a comprehensive coordinated system with uniform style and color that is designed to direct motorists and pedestrians to destinations within the Area. There shall be no specific limit to the number of wayfinding sign, but their placement shall be subject to the Planning Board's review and approval.
 - Location Requirement – Shall not be placed in a location that obstructs or interferes with a sight triangle or any traffic control measures.
 - Height Requirement – Shall not exceed four (4') feet in height.
 - Size Requirement – Shall not exceed six (6) square feet in area per side.
- Except as noted in this Plan, signage in the Executive Drive Multifamily Residential District shall comply with Township Ordinance Section 25-15.3.b.
- Except as noted in this Plan, signage in the Rooney Circle Mixed Use District shall comply with Township Ordinance Section 25-15.3.c.2
- Except as noted in this Plan, signage Standards in the 10 Rooney Circle Office / Municipal District shall comply with Township Ordinance Section 25-15.3.c.2.

- Except as noted in this Plan, signage standards in the Essex Green Shopping Center District shall comply with Township Ordinance Section 25-15.3.c.2.

Stormwater Management

- All development shall comply with Section 25-29 "Stormwater Control" of the Township Ordinance.
- Site design within the Area shall adhere to the New Jersey Stormwater Management Best Management Practices.
- To the extent feasible, development within the Executive Drive Essex Green Redevelopment Area should utilize green infrastructure techniques including, but not limited to the following:
 - Rain gardens/bioswales: Landscaped areas with native vegetation that capture, filter, and retain rainwater and allow to be absorbed back into the groundwater system, reducing the amount of runoff flowing to the municipal sewers.
 - Green roofs: Roofs partially or completely covered with vegetation, soil beds, drainage layer, and a water-proofing medium. Benefits include retention and filtration of rainwater, reduction of urban heat island effect and insulation, creation of habitats for wildlife, and a more aesthetically pleasing landscape.

- Permeable pavement: Surface layer that allows for the infiltration of water back into the ground instead of into the sewers. Permeable pavement can be used for sidewalks as well as other hardscaped surfaces such as parking stalls and driving aisles.

Utilities

- All utilities shall be installed underground.
- Building mounted utility meters shall be placed in enclosures, rooms, alcoves or otherwise integrated within the design of the building and screened from public view.
- Utility boxes and ground level utility structures shall be screened on at least three (3) sides by landscaping that will conceal the box throughout the year while permitting access by the utility company.



Bioswale example of stormwater best management practice

SUSTAINABILITY PLAN

- *Master Plan Sustainability Plan* – New development and improvements to the site and buildings under the Executive Drive Essex Green Redevelopment Plan shall be guided by the Goals, Principles, and Actions of the most recent version of the Township of West Orange Sustainability Plan Element, adopted in the 2010 Master Plan Update.
- *Green Building Standards* – New development and site improvements shall follow the Sustainable Building and Design Standards and checklist in Section 25-51.16 of the Township Ordinance. Sustainable measures should include, but not be limited to, Sustainable Site Planning, Water Use Efficiency, Energy Efficiency, Sustainable Materials and Resource Use, Electric Vehicle Charging Infrastructure, and Healthy Indoor Environmental Quality. The Redeveloper is encouraged, but not required to, register the buildings in the Area in the USGBC LEED certification program.
- *Storm Water Best Management Practices (BMPs)* – Where possible, the Redeveloper is encouraged to utilize BMPs, including but not limited to rain gardens, bioswales, green roofs, and permeable pavement, to reduce stormwater runoff and improve groundwater recharge on the site.
- *Steep Slopes* – Development shall comply with the Township's Steep Slope and Natural Features Ordinance (Section 25-28) and Tree Protection and Removal Ordinance (Section 25-27) in order to minimize disturbance of any slopes greater than 15% grade and preserve existing trees.
- *Electric Vehicle Charging* – Electric vehicle charging stations should be incorporated throughout the Redevelopment Area. Office and commercial developments should offer designated spaces an amenity to employees, customers, and visitors. The Township should include EV infrastructure as part of any municipal / public uses that are developed in the Area. Multi-family residential developments should include charging stations and infrastructure that is adaptable to accommodate additional stations in the future.
- *Renewable Energy* – Redevelopment projects should explore the feasibility of incorporating renewable energy, particularly photovoltaic solar panels, into the design of projects. Roof mounted systems on office and commercial buildings or canopy systems on the top floor of structured parking or over surface parking lots are encouraged.

CIRCULATION PLAN

- *Master Plan Circulation Plan* – Improvements to the site under this Plan shall be guided by the general goals and objectives of the 2010 Master Plan Circulation Plan Update. Further, the 2010 Circulation Plan Element was amended in 2016 to incorporate the principles of “Complete Streets” and to create a comprehensive, integrated, connected street network that safely accommodate all users.
- *Site Circulation Standards* – Site circulation improvements shall include provision of sidewalks or similar pedestrian pathways, protections for pedestrians at crosswalks and sidewalks, bicycle paths and routes, bicycle racks, and other site circulation best practices for multi-family residential, commercial, and office sites.
- *Walking Path* - A walking path should be constructed throughout the Area, connecting the multifamily residential housing with the dog park, Essex Green shopping center, potential future municipal uses at 10 Rooney Circle and the jitney bus stop at Essex Green.
- Executive Drive is a private road, which provides access to 100, 200, 300 Executive Drive and 10 Rooney Circle. During the course of the redevelopment project, it may be necessary to modify or realign portions of Executive

Drive. There is an existing access easement in place that shall remain and be modified during the course of the redevelopment project if necessary.

- *Transit*
 - NJ Transit Bus Route 71 stops at the Essex Green Mall. The bus route runs through Essex County and terminates at Newark Penn Station. Wayfinding signage including route information, schedules, and other pertinent details should be provided at key points throughout the Area.
 - NJ Transit Rail Service with Mid-Town direct and Hoboken bound trains is available from three nearby stations. The Orange Train Station, the Mountain Station and the South Orange Station are approximately 3, 3.5 and 4.5 miles from the Redevelopment Area, respectively. The West Orange Jitney offers connecting service that stops at Essex Green in the morning and evening peaks. A shuttle within the redevelopment area should be provided in coordination between the Township and Redeveloper(s) that links the Jitney service to the potential residential, office, municipal, and retail users throughout the Area.

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The Township's most recent comprehensive Master Plan was adopted in 1989. Since that time, two Reexamination Reports and updates to several Plan Elements have been prepared. The most recent Reexamination Report, as well as a Master Plan update including a Sustainability Plan and updates to the Land Use, Economic Development, and Historic Preservation Elements was adopted in 2010. An update to the Circulation Element was adopted in 2016, which includes a subsection of the recommendations section that incorporates a Complete Streets policy.

The 300 Executive Drive Redevelopment Plan, was adopted in September 2018 for the property adjacent to the Redevelopment Area to the west. The goals and objectives of that Plan are consistent with, and complementary to, this Plan.

Master Plan Reexamination Report and Update (2010)

The Township adopted a Master Plan Reexamination Report and Update in 2010. The following goals, objectives, and policies in the Plan are relevant to the Area and the formulation of this Redevelopment Plan:

Land Use Plan

- The existing land use of the Area is shown mostly as "Commercial," and Block 155, Lot 40.03 is shown as vacant. The plan does not contain any specific

discussion of the Area and does not recommend any changes to the Zoning for the Area.

Economic Development Recommendations

- The Economic Development Element recognizes the existing office / commercial developments clustered at I-280 and Prospect Avenue, and recommends that the Township continue to maintain a mix of land uses.
- The Plan continues the recommendation from 2004 that states: "development that generates employment opportunities and beneficial commercial/retail activity should continue to be encouraged where it is compatible with adjacent land uses, and sensitive natural and environmental features, and should be balanced by the need to maintain adequate public infrastructure and facilities, services and pedestrian and vehicular circulation patterns.
- The Essex Green shopping center and surrounding area is identified as a "Regional Center" for its variety of retail, restaurant, and entertainment establishments, as well as the complementary uses located close by including office, hotel, and personal services. Improvements to the regional business districts should continue to be encouraged. The Plan states that "A key for this area is to maintain a balance of land uses, which will have benefits with regard to traffic as well as fiscal impacts."

Sustainability Plan

- Encourage improved energy efficiency in existing commercial buildings.

Circulation Plan Element

- Essex Green is noted as being one of two shopping centers that is responsible for half of all pedestrian/auto accidents in the Township.
- The Township offers commuter shuttle routes (West Orange Jitney) that connect the nearby train stations to neighborhoods and commuter lots. This Plan seeks to integrate the Jitney service with new development and enhance it as necessary.
- This Plan promotes pedestrian connections throughout the development and requires design improvements to the circulation system that are consistent with the 2016 Complete Streets Plan Element.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan (SDRP)

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (SDRP). The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implantation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.
6. Provide adequate housing at a reasonable cost.
7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 2, 3, 5, 6, and 8 of the SDRP.

- The intended redevelopment of the outdated and underutilized office buildings into multi-family residential housing will bring a productive use to the site for the future.
- The Plan intends to minimize environmental disturbance by using existing infrastructure and building with respect to the sensitive environmental features on the site.
- Revitalizing and redeveloping the surplus of suburban office space to restore its economic benefit is a State-wide challenge that this Plan seeks to address.

- Relocating the Department of Public Works or Library to the office building at 10 Rooney Circle expands the Township's ability to provide municipal services.
- Constructing affordable, family rental housing fulfills the Township's affordable housing requirements while also providing housing for families of all income groups.
- The Redevelopment Area is located in PA-1 and is in close proximity to major highways. Redevelopment of the site is consistent with good planning principals and integrated land use planning and implementation.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is located in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.
4. Stabilize older suburbs.
5. Redesign areas of sprawl.
6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 3, 4, and 5 for Planning Area 1.

- The redevelopment project promotes the reuse and revitalization of a parcel whose current improvements are outdated. The best
- The redevelopment of a previously disturbed and developed site is consistent with concept of promoting growth in compact forms.
- The suburban office park model has declined in viability; this plan seeks to stabilize the Area's economic future by building more affordable housing options and promoting mixed-use development.
- Suburban office parks are a symbol of sprawling development patterns. This Plan seeks to develop buildings that were built during a period of suburban expansion and is currently outdated, and construct in their place new, affordable, multi-family housing.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of "Spatial Efficiency", where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following “Garden State Values” of the State Strategic Plan:

- Prioritize Redevelopment, infill, and existing infrastructure
- Increase Job and Business Opportunities in Priority Growth Investment Areas
- Create high-quality, livable places

Essex County Plans

The only recent county-wide planning document adopted by Essex County is the 2013 Comprehensive Transportation Plan. The County also has a Park, Recreation, and Open Space Master Plan that dates to 2003.

Essex County Comprehensive Transportation Plan (2013)

The County Comprehensive Transportation Plan’s vision is to “Develop a safe coordinated and integrated multimodal transportation system that provides accessibility for all users while promoting connectivity, economic vitality and productivity, our communities’ livability, and our ecosystem’s viability.”

- The West Orange Jitney System, which stops at Essex Green, is identified in the Transportation Plan as a link to the Orange and South Orange Train Stations, which offer Midtown-Direct train service.

- The Prospect Avenue corridor is identified as a location with a high percentage of auto trips with potential to be diverted to transit.

Master Plans of Adjacent Municipalities

The Redevelopment Area is centrally located within West Orange Township and does not border or impact any of the adjacent municipalities.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS**Redevelopment Entity**

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate a redeveloper prior to the submission of an application for any approval to the Planning Board.

Property to be Acquired

The Area has been designated as a non-condemnation redevelopment area. No property acquisition through the use of eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

Eminent domain is not authorized as part of this plan and any transfer of property and subsequent relocation requirements are purely voluntary so no plan for relocation assistance is necessary.

Affordable Housing

There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Provision of New Affordable Housing Units

Redevelopment Plans are permitted to require the provision of affordable housing units per the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-7.b).

Affordable units shall be family rental units. Residential units shall be developed in conformance with the Uniform Housing Affordability Controls (UHAC, N.J.A.C 5:80-26:1 et seq. or any successor legislation, with the exception that in lieu of 10% of the affordable units in rental projects being required to be affordable to households earning at or below 35% of the regional median income, 13% of the affordable units in such projects shall be affordable to households earning at or below 30% of the regional median income, consistent with and as required by the Fair Housing Act.

Deed Restrictions shall be filed ensuring that the affordability controls remain in place for at least 30 years pursuant to UHAC.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the West Orange Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council.

IMPLEMENTATION OF REDEVELOPMENT PLAN**Redevelopment Agreements**

The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the Township Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Township.
- Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the Township Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the Township Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-10.1
STOPPING OR STANDING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS
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 7-10.1, Stopping or Standing Prohibited During Certain Hours on Certain Streets, 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	Sides	Hours	Location
Pleasant Valley Way	East	All	Beginning at the southerly curbline of Ronald Terrace extended and extending 75 feet southerly.
Pleasant Valley Way	East	All	Beginning at the southerly curbline of Kenz Terrace extended and extending 175 feet southerly.
Pleasant Valley Way	East	All	Beginning 291 feet south of the southerly curbline of Kenz Terrace extended and extending 40 feet southerly.

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

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

Section 4. This Ordinance shall take effect upon final passage, publication in accordance with law and the consent of the Essex County Board of Chosen Freeholders.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

DATED:

ADOPTED:

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

LEGISLATIVE HISTORY

This Ordinance will improve sight distance for vehicles exiting onto Pleasant Valley Way at Ronald Terrace, Kenz Terrace and the Burger King driveway at 432 Pleasant Valley Way by prohibiting stopping and standing on the east side of Pleasant Valley Way south of the aforementioned streets and driveway. The prohibition just south of Kenz Terrace exists by signage and yellow curb and this Ordinance will codify that prohibition.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-23.1
TURN PROHIBITIONS DURING CERTAIN HOURS ON CERTAIN STREETS 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 7-23.1, Turn Prohibitions, 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 Prohibited	Turn	Hours/Days	Movement Prohibited
Mount Pleasant Avenue and driveway for 303 Mount Pleasant Avenue	Left	All	Eastbound on Mount Pleasant Avenue to Northbound into driveway for 303 Mount Pleasant Avenue.
Mount Pleasant Avenue and driveway for 303 Mount Pleasant Avenue	Left	All	Southbound from driveway for 303 Mount Pleasant Avenue to eastbound onto Mount Pleasant Avenue.

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

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

Section 4. This Ordinance shall take effect upon final passage, publication in accordance with law and the consent of the Essex County Board of Chosen Freeholders.

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: May 29, 2019

Adopted: June 11, 2019

LEGISLATIVE HISTORY

This Ordinance prohibits left turns into and left turns out of the driveway for The Goddard School at 303 Mt. Pleasant Avenue from and onto Mt. Pleasant Avenue. These turn prohibitions were required by the approvals of the Land Use Boards of the Township of West Orange and the County of Essex.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SECTION 59 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED “BOARD OF THE OSKAR SCHINDLER PERFORMING ARTS CENTER”

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey that Chapter 2 Section 59 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this Ordinance is to establish a Board for oversight and review of the use and operation of the Oskar Schindler Performing Arts Center.

II. CHAPTER 59.1 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-59.1 Purpose.

The purpose of the Board of the Oskar Schindler Performing Arts Center is to provide review and oversight to the operation of the Oskar Schindler Performing Arts Center to insure that: (i) the programming, use, and operation of the Oskar Schindler Performing Arts Center is consistent with the interest and values of the members of the community; and (ii) that any funds generated from the use and operation of the Oskar Schindler Performing Arts Center are dedicated for continued operation and improvement. In addition, the Board of the Oskar Schindler Performing Arts Center shall also provide support in fundraising for the continued operation and improvement of the Oskar Schindler Performing Arts Center and its facilities.

III. CHAPTER 59.2 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-57.2 Creation and Composition.

The body will be known as the Board of the Oskar Schindler Performing Arts Center (the “BOSPAC”). It shall consist of five (5) members.

IV. CHAPTER 59.3 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-57.3 Appointment of Members; Terms and Meetings.

The Board of the Oskar Schindler Performing Arts Center shall be comprised of the follows:

- a. One members shall be selected by the Township Council and designated as the Council Liaison to the Oskar Schindler Performing Arts Center;
- b. One members shall be selected by the Mayor;
- c. One members shall be selected by the West Orange Recreation Department;
- d. One members shall be selected by the West Orange Arts Council; and
- e. One members shall be selected by the West Orange Department of Public Works.

All members serving on the Board of the Oskar Schindler Performing Arts Centers shall be subject to the approval of the Township Council.

Members shall serve terms of three (3) years. Members may be reappointed for successive terms. Any member who resigns or fails to attend three consecutive meetings shall have the balance of his or her term filled by the appointing authority herein.

V. CHAPTER 59.4 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

2-57.4 Member Duties.

The duties of the Board of the Oskar Schindler Performing Arts Center shall be as follows:

- a. The drafting and adoption of bylaws which will govern the administration, selection of officers, meeting schedule, and other operations of the Board of the Oskar Schindler Performing Arts Center.
- b. The review and approval of programming for the Oskar Schindler Performing Arts Center.
- c. The review and audit of financial records of funds related to programing at and operation of the Oskar Schindler Performing Arts Center, which shall occur at least on two occasions: (i) the first no later than July 1 of each year and (ii) the second, no later than October 1 of each year. However, the Board of the Oskar Schindler Performing Arts Center shall have the authority to review the financial records at any time.
- e. Assisting any and all fundraising efforts which benefit the Oskar Schindler Performing Arts Center and its facilities.

VI. 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.

VII. 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.

VIII. EFFECTIVE DATE

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

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

Robert D. Parisi, Mayor

Jerry Guarino, Council President

Introduced: May 29, 2019

Adopted: June 25, 2019

LEGISLATIVE HISTORY

This Ordinance establishes the Board of the Oskar Schindler Performing Arts Center. The intent of this Ordinance is to create an entity which shall have review and oversight as to the use and operation of the Oskar Schindler Performing Arts Center. As the use and operation of the Oskar Schindler Performing Arts Center is governed by a License Agreement with a non-profit entity tasked with creating programming and events at the Oskar Schindler Performing Arts Center, the Board would have the authority to approve programs and events and review any financial records related to funds generated from the use of the Oskar Schindler Performing Arts Center. Furthermore, the Board would also assist in fund raising efforts as needed to fund the continued operations, programming, maintenance and improvements to the Oskar Schindler Performing Arts Center.

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2019-2020** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **May 29, 2019** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2018-2019** license term:

0722-31-074-001 W.O. Elks Home Corp. t/a W.O. Elks
0722-32-019-007 WL West Orange, LLC t/a Wine Legend
0722-33-002-011 The Pour House, LLC t/a The Pour House
0722-33-003-003 Dillon Liquors, Inc. t/a Dillons
0722-33-004-002 Bow & Arrow Manor, Inc.
0722-33-007-001 Crestmont Country Club
0722-33-008-006 Panorama, LLC t/a Chit Chat Diner
0722-33-012-002 Eagle Rock Lounge Corp. t/a Eagle Rock Lounge
0722-33-017-005 S.V. Holdings, Inc. t/a Fortissimo
0722-33-020-003 Miranda, Inc. t/a Franklin Tavern
0722-33-022-006 Sakura Grill & Buffet Inc. t/a Umami Sushi Bar
0722-33-025-010 Mondial Consulting t/a Heritage Restaurant & Lounge, LLC
0722-33-028-005 Hook & Reel West Orange, Inc. t/a Hook & Reel Cajun Seafood Rest. & Bar
0722-33-029-005 Briad Restaurant Group, LLC t/a T.G.I.Friday's
0722-33-032-008 Dominick Enterprises, Inc. t/a Primavera Restaurant
0722-33-040-003 Mayfair Farms, Inc. t/a Mayfair Farms
0722-33-041-001 Montclair Golf Club
0722-33-049-009 Frederic N. Kruvant (Pocket)
0722-33-053-002 Montclair Golf Club d/b/a Montclair Golf Club at Rock Spring
0722-33-057-010 AMAC t/a La Primavera Trattoria
0722-33-064-008 Julio's II, LLC t/a Julio's Restaurant
0722-36-072-001 The Inn at the Manor, Inc. (Residence Inn)
0722-36-075-001 Sun Development & Management Corp. (Cambria Suites)
0722-44-001-006 JJS1, LLC t/a Main Street Liquors
0722-44-010-006 S.P. Enterprises, Inc. t/a Don's Wine & Liquor Shoppe
0722-44-011-008 Central Liquors, LLC
0722-44-018-007 T&T Liquors, Inc. t/a Liquor Lobby
0722-44-030-005 Eagle Rock Liquor, Inc. t/a Quick Shop Liquors

0722-44-033-006 Valley Warehouse, Inc. t/a Lucky 7 Wine & Liquors

0722-44-034-008 West Orange News, Inc. t/a Pleasant Valley Food & Spirits

0722-44-036-011 Jai Ambe Wine & Liquor, LLC t/a B&B Liquor

0722-44-047-003 Unique USA, Inc. t/a Party Wines & Liquors

0722-44-054-009 Y&R Enterprises, LLC t/a St. Cloud Wine & Liquor

0722-44-062-006 Priya Enterprises, LLC t/a Valley Liquors

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JERRY GUARINO
Council President/ABC Board member

Adopted: May 29, 2019