

1. Conference Meeting Agenda

Documents:

[CA 2.27.24.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 2.27.24.PDF](#)

3. Resolution(S)

3.I. 71-24

Documents:

[71-24 DWOA BUDGET PRESNTATION.PDF](#)

3.II. 72-24

Documents:

[72-24 APPOINTMENT OF PACO - 2024 - P. REYNOLDS.PDF](#)

3.III. 73-24

Documents:

[73-24 RESOLUTION AUTHORIZING AGREEMENT WITH JOSEPH M. WENZEL ESQ. AS MUNICIPAL PROSECUTOR.PDF](#)
[73-24 AGREEMENT TO RETAIN JOSEPH WENZEL ESQ. AS MUNICIPAL COURT PROSECUTOR - 2024 4886-7508-3941 V.1.PDF](#)

3.IV. 74-24

Documents:

[74-24 RAFFLE LICENSES 2.27.24.PDF](#)

3.V. 75-24

Documents:

[75-24 RESOLUTION AUTHORIZING PURCHASE A NEW SALT SHED COVER THROUGH ESCNJ CO-OP 2024.PDF](#)
[75-24 ATTACHMENT - SALT SHED COVER.PDF](#)

3.VI. 76-24

Documents:

[76-24 RESOLUTION REJECTING CANNABIS CONSULTANT BIDS.PDF](#)

3.VII. 77-24

Documents:

[77-24 RESOLUTION AA OM TAX APPEALS_ \(002\).PDF](#)

3.VIII. 78-24

Documents:

[78-24 DUPLICATE TAX SALE CERTIFICATE RESOLUTION CERT NO. 22-006.PDF](#)

3.IX. 79-24

Documents:

[79-24 TAX REFUND - VETERAN EXEMPTION.PDF](#)

3.X. 80-24

Documents:

[80-24 DUPLICATE TAX PAYMENT RESOLUTION.PDF](#)

3.XI. 81-24

Documents:

[81-24 RESOLUTION AUTHORIZING AGREEMENT WITH ENTERPRISE VIA SOURCEWELL NATIONAL COOPERATIVE - 2024.PDF](#)
[81-24 EXHIBITS - ENTERPRISE VIA SOURCEWELL NATIONAL COOPERATIVE -.PDF](#)

3.XII. 82-24

Documents:

[82-24 AUTHORIZING PROFESSIONAL SERVICES AGREEMENT-PHONEIX ADVISORS LLC-REDEVELOPMENT FINANCIAL CONSULTING SERVICES.PDF](#)
[82-24 ISSUER AGREEMENT - PHOENIX ADVISORS 2024.PDF](#)

3.XIII. 83-24

Documents:

[83-24 DUPLICATE TAX PAYMENT RESOLUTION.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2837-24

Documents:

[2837-24 ESTABLISHING HANDICAPPED SPACES-77 HARRISON AVE. 153 RANDOLPH PL. 1 TOMPKINS ST..PDF](#)

5. Ordinance(S) On First Reading

5.I. 2839-27

Documents:

[2839-24 DRAFT AMENDED TREE REMOVAL ORDINANCE 4876-5203-6254 V.1 \(1.17.24\).PDF](#)

5.II. 2840-24

Documents:

[2840-24 DOG PARK RULES AND REGULATIONS ORDINANCE \(2.21.24\).PDF](#)

5.III. 2841-24

Documents:

[2841-24 ORDINANCE REGARDING ZONING FOR FAST CASUAL RESTAURANTS-REDLINE \(2.21.24\).PDF](#)

5.IV. 2842-24

Documents:

[2842-24 ORDINANCE REVISING RULES OF COUNCIL LIMITING PUBLIC COMMENT AS FIXED BY TOWNSHIP COUNCIL.PDF](#)

5.V. 2843-24

Documents:

[2843-24 TOWNSHIP CODE 10-2.5-AMENDED ORDINANCE_REDLINEED-- DANGEROUS DOG LICENSE AND DOG PARK FEE.PDF](#)

6. ABC Hearing

6.I. 735-24

Documents:

[735-24 PLACE TO PLACE TRANSFER 2.27.24.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, February 27, 2024
Meeting No. 4

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 November 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

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6:30 P.M.

- **Vision Zero Action Plan Task Force, from NV5 and NJDOT - Launch of the Township's Action Plan**
- **Presentation by Health Department Director Michael Fonzino Regarding the Opening of the State of the Art 2 Acre Dog Park on Executive Drive**
- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

February 27, 2024

Meeting No. 4

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 November 21, 2023, and published in the

West Orange Chronicle on November 30, 2023.

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, Councilwoman Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting** – Recessed meeting December 19, 2023 (2.13.24) and February 13, 2024
- 4. *Report of Township Officers - None**
- 5. *Reading of Petitions and Communications and Bids - None**
- 6. *Bills-None**
- 7. *Resolutions**
 - a. **71-24 PUBLIC HEARING** and Adoption of Downtown West Orange Alliance Special Improvement District 2024 Budget (Brill)
 - b. **72-24** Resolution Appointing the Township of West Orange Purchasing Agent, Panayiota Reynolds as the Public Agency Compliance Officer (Gross)
 - c. **TABLED 73-24** Resolution Authorizing Execution of Professional Services Agreement with Joseph M. Wenzel Esq. as Municipal Prosecutor at a Rate of \$1,000. Per W7547eek (Legal-Trenk)
 - d. **74-24** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - e. **TABLED 75-24** Resolution Authorizing the Purchase of a New 50'w X 60'l Salt Shed Cover through the Educational Services Commission Of NJ Cooperative for the Department of Public Works (L. Reynolds)

- f. **76-24** Resolution Rejecting All Responses to the Request for Proposal for Cannabis Consultant (Legal-Trenk)
- g. **77-24** Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Essex County Board of Taxation Cancelling Added/Omitted Assessments (K. Longo)
- h. **78-24** Resolution Authorizing the Issuance of Duplicate Tax Sale Certificate Pursuant To N.J.S.A. 54:6-52.1 (K. Longo)
- i. **79-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Veteran Exemption (K. Longo)
- j. **80-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (K. Longo)
- k. **81-24** Resolution Authorizing an Agreement with Enterprise via Sourcewell National Cooperative – 2024 (P. Reynolds)
- l. **82-24** Resolution Authorizing Execution of Professional Services Agreement with Phoenix Advisors, LLC for Municipal Financial Consulting (Legal-Trenk)
- m. **83-24** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (K. Longo)

8. Ordinances on Second and Final Reading

- a. **2837-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange- Handicapped Space(S) 77 Harrison Avenue, 153 Randolph Place and 1 Tompkins Street (Carballo)

9. Ordinances on First Reading

- a. **MOTION FAILED 2839-24** An Ordinance Repealing and Replacing Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and Establishing Chapter ____ for Environmental Protection(Tree Protection, Removal and Replacement) (Legal-Trenk)
- b. **2840-24**An Ordinance Supplementing Chapter 12 Of The Revised General Ordinances Of The Township Of West Orange And Establishing Chapter 10, Section 16 For Regulation Of Township Dog Parks (Dog Park Rules And Regulations) (Legal-Trenk)
- c. **MOTION FAILED 2841-24** An Ordinance Amending Chapter 25, Sections 4.B, 11.14, And Part A: Permitted Uses Table Of District Regulations Of The Revised General Ordinances Of The Township Of West Orange (Fast Casual Restaurants) (Legal-Trenk)
- d. **MOTION FAILED 2842-24** An Ordinance Amending Chapter 3, Sections 8 and 15 of the Revised General Ordinances of the Township of West Orange (Rules Of Council – Order Of Business) (Legal-Trenk)

- e. **2843-24** An Ordinance Amending Chapter 10, Section 2.5 of the Revised General Ordinances of the Township of West Orange to Add a Fee for a Potentially Dangerous Dog License (Licensing Of Dogs-Fees) (Legal-Trenk)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing

- a. **735-24** Resolution Approving a Place-to-Place Transfer of Plenary Retail Consumption License No. 0722-33-013-002, on behalf of Castle Rock Bar & Grill, LLC t/a Castle Rock Bar & Grill (Clerk)

12. 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.

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84148852737?pwd=Lz61a6-faQ2JotQzNXulGlmLQo1LQA.BAY0Wm1qdxlQhLZj>

Webinar ID: 841 4885 2737

Passcode: 485697

Next Meeting Date(s): March 12, 2024



2023 *at a glance*



REDEVELOPMENT agreement with Matrix Development Group to build a movie studio

FREE ENERGY AUDIT program with PSEC & Sustainable Jersey for businesses

NEWS 12 NJ featured Downtown in several segments

SCHNEIDER HARDWARE celebrates 100 years in Downtown West Orange

Return of REALTOR OPEN HOUSE

\$20,000 in Sign Grants Distributed

NJ Economic Development Authority Workshop on Grant & Financing Opportunities for small businesses



2023 *at a glance*



Return of



**29 participating
restaurants**



**New WEBSITE launch with
nearly 8000 users**

INSTAGRAM reach up 159%

FACEBOOK reach up 21%

**3x increase in active users of
WEST ORANGE APP since launch**

record attendance at downtown events

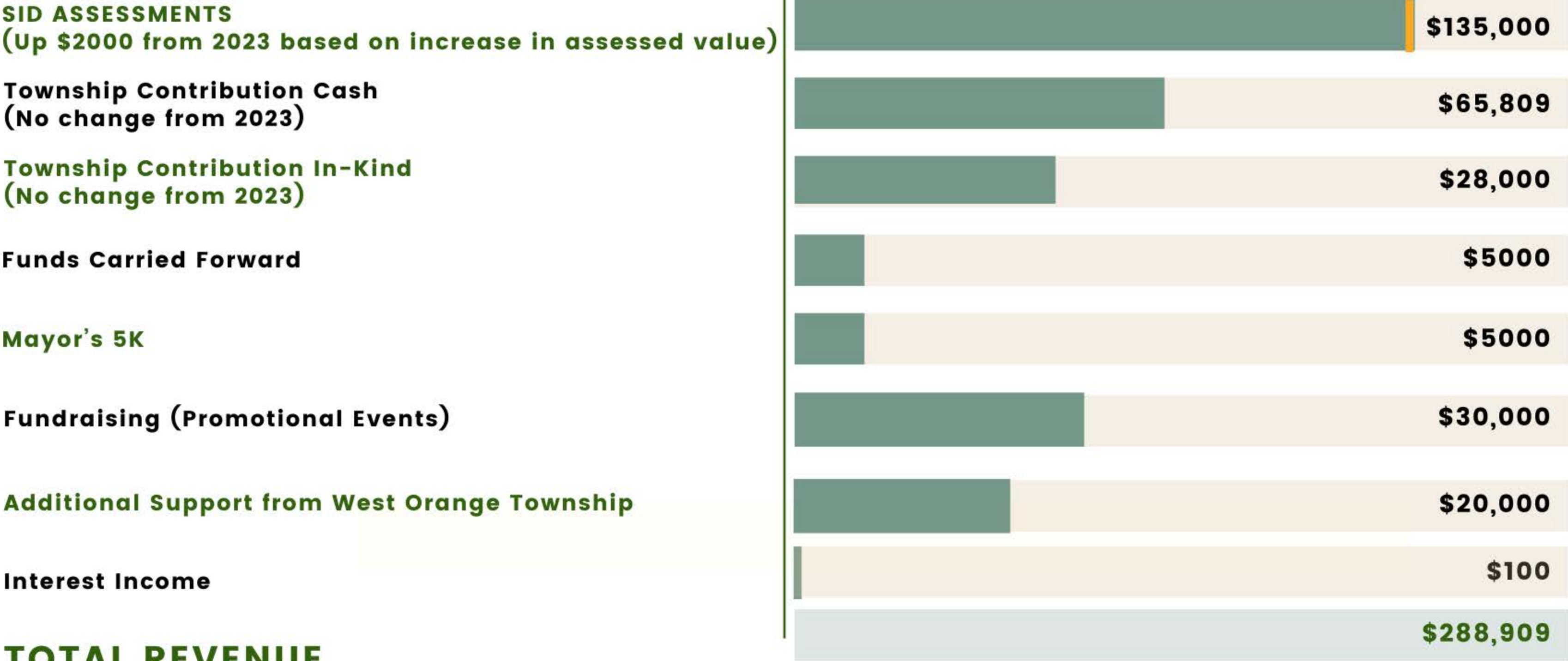
**Street Fair - 6000
attendees
(up from 5000 in
2022)**

**Holiday Open House -
over 500 attendees
(up 200 from 2022)**

**St. Patrick's Day Parade
- over 10,000 attendees**

**Inaugural Downtown
Trick-or-Treating - over
100 participants**

Proposed Budget 2024: REVENUE



Proposed Budget 2024: **EXPENSES**

Total Office Operations

\$102,000

Total In-Kind

\$28,000

Economic Development

\$3,909

Insurance & Professional Services

\$5,000

Marketing & Promotions (\$3000 less than 2023)

\$74,250

Organization

\$6,600

Visual Improvement (\$5000 more than 2023)

\$69,150

TOTAL EXPENSES

\$288,909



Township contribution dollars go towards:

**Holiday
Decorations/Snowflakes**

**Garbage Cans &
Maintenance**

Beautification/Planters

**Sidewalk & Parking Lot
Maintenance**



RESOLUTION

WHEREAS, the New Jersey State Treasure authorized by N.J.S.A 10:5-36(f) and pursuant to N.J.S.C 17:27-3.2 requires each public agency to designate a Public Agency Compliance Officer; and

WHEREAS, the Public Agency Compliance Officer is responsible for overseeing vendor and contractor compliance with the State of New Jersey law and regulations concerning Equal Opportunity in Public Contracts; and

WHEREAS, the Business Administrator for the Township of West Orange has recommended that Panayiota Reynolds, the Township of West Orange Purchasing Agent to be appointed to fulfill the duties of the PACO.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, State of New Jersey that Panayiota Reynolds be and hereby is appointed the Township of West Orange Public Agency Compliance Officer for the 2024 year.

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

Bill Rutherford
Council President

Adopted: February 27, 2024

RESOLUTION

WHEREAS, N.J.S.A. 2B:12-27 authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

WHEREAS, N.J.S.A. 2B:25-4 authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

WHEREAS, Joseph M. Wenzel, Esq., currently serves as the Township's Municipal prosecutor; and

WHEREAS, the Law Department recommends the renewal of Mr. Wenzel's appointment to the position of Municipal Prosecutor for the calendar year 2024; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, on the basis of the foregoing, the Agreement was not subject to a fair and open bidding process;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Exhibit "A,"** to continue to retain Joseph M. Wenzel, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth in therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

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

Bill Rutherford,
Council President

Adopted: February 27, 2024

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this ____ day of February, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **JOSEPH M. WENZEL, ESQ.**, of Friend & Wenzel, LLC, located at 1000 Clifton Avenue, Suite 101, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as “COUNSEL,” party of the second part.

WITNESSETH THAT:

WHEREAS, Counsel’s currently serves the TOWNSHIP as the Municipal Prosecutor for the TOWNSHIP; and;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to re-appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of Joseph M. Wenzel as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2024 through December 31, 2024 at the rate of \$1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional

Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount

specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, he shall be solely responsible to obtain timely coverage for all West Orange sessions at his sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the

Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

11. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*).

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

FRIEND & WENZEL, LLC

WITNESS:

By:_____
JOSEPH M. WENZEL, ESQ.

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>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Northern NJ Region Federation of Jewish Mens Clubs	6.19.24 Off Premise Merchandise	300 Pleasant Valley Way	7865
National Council of Jewish Women	5.7.24 On Premise 50/50	750 Eagle Rock Ave.	7866

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

Bill Rutherford
Council President

Adopted: February 27, 2024

RESOLUTION

**TO AUTHORIZE THE PURCHASE OF A NEW 50'W X 60'L SALT SHED COVER
THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NJ COOPERATIVE
FOR THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Department of Public Works (DPW) is looking to replace their Salt Shed cover with a newer cover which is used to protect approximately 1,200 tons of road salt at the Township's Environmental Center located at 590 Mt. Pleasant Ave; and

WHEREAS, as a local government unit and a member of the Educational Services Commission of NJ Cooperative (ESCNJ), can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor Murray Paving and Concrete, LLC located at 210 South Newman Street, Hackensack, NJ 07601 is under contract with Repair & Maintenance – Job Order Contracting – General Contracting ESCNJ 20/21-03, Co-op #65MCESCCPS in the amount of \$102,208.31 (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for \$102,208.31 to Murray Paving and Concrete LLC with funds certified available by the Chief Financial Officer.

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

Bill Rutherford, Council President

Adopted: February 27, 2024

I hereby certify funds available from Account No.: _____
(Replace Salt Shed Cover)

John O. Gross, Chief Financial Officer



Job Order Package

ESCNJ State Approved Coop #65MCESCCPS

JOC Contract No.: 20/21-03

☒

New Job Order

☐

Modify an Existing Job Order

Job Order Number: 124711.00

Job Order Title: Township of West Orange DPW Salt Shed Cover Replacement 24-049

Contact: Joseph Pelose

Contractor Name: Murray Paving and Concrete LLC

Phone: 9734254153

Contact: Steve Ramos

Phone: 201-670-0030

Work to be Performed

Work to be performed as per the Final Scope of Work and the Price Proposal dated 01/18/2024, and as per the terms and conditions of JOC Contract No 20/21-03.

Brief Task Order Description:

24-049 — West Orange Township - DPW Salt Shed Cover Replacement

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:

☐

Will NOT apply:

☒

Validation Information

No Adjustment

1.0000

Option 3 - Normal Working Hours

0.9700

Job Order Firm Fixed Price: \$102,208.31

Owner Purchase Order:

Approvals

Project Manager

Date

Bureau/Division Manager

Date

Technical/Engineer Review

Date

Contracting Officer

Date



Scope of Work

ESCNJ State Approved Coop #65MCESCCPS

To: Joseph Pelose
Township of West Orange
No Address Input

From: Steve Ramos
Murray Paving and Concrete LLC
210 South Newman Street
Hackensack, NJ 07601
201-670-0030

Job Order No: 124711.00
Job Order Title: Township of West Orange DPW Salt Shed Cover Replacement 24-049
Contract #: 20/21-03

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached files

Subject to the terms and conditions of JOC Contract 20/21-03.

Joseph Pelose

Date

Steve Ramos

Date

Contractor's Cost Proposal - Summary (L/E/M)

ESCNJ State Approved Coop #65MCESCCPS

Date:	January 22, 2024		
Re:	IQC Master Contract #:	20/21-03	
	JOC Work Order #:	124711.00	
	Owner PO #:		
	Title:	Township of West Orange DPW Salt Shed Cover Replacement 24-049	
	Contractor:	Murray Paving and Concrete LLC	
	Proposal Value:	\$102,208.31	

Section - 01 - General Requirements	\$3,104.00
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Section - 10 - Specialties	\$99,104.31
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Proposal Total	\$102,208.31
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This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal:	96.96%
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ESCNJ State Approved Coop #65MCESCCPS

Re: IQC Master Contract #: 20/21-03
JOC Work Order #: 124711.00
Owner PO #:
Title: Township of West Orange DPW Salt Shed Cover Replacement 24-049
Contractor: Murray Paving and Concrete LLC
Proposal Value: \$102,208.31

The Percentage of NPP on this Proposal: 96.96%



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com

Customer ID: 9126871
Quote Number: 1115155

QUOTE

Page: 1 of 2

Quote To:

MURRAY CONTRACTING
21 WALLACE ST
ELMWOOD PARK NJ 07407-2612
UNITED STATES

Phone: 2013702670

Sales Person: MARK JAMGOCHIAN
Fax: 860-760-0210
MJAMGOCHIAN@CLEARSPAN.COM

Ship To:

MURRAY CONTRACTING
590 MOUNT PLEASANT AVE

WEST ORANGE, NJ 07052-1407

Date: 1/15/2024

Valid for 10 Days

Quote Total

79,068.00

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100107	50"W X 60"L COVER-ALL RE-COVER 12OZ FR	1.00	24,555.00	24,555.00
2	100107	50"W Fabric End Wall 12oz FR	1.00	5,337.00	5,337.00
3	700007	PREVAILING WAGE RATE INSTALLATION REMOVE AND REPLACE	1.00	45,618.00	45,618.00

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	3,558.00

Please Note:

Additional Sales Tax will apply for materials and installation.

Permits, Site Prep, Foundation Not Included.

Electrical, Plumbing, HVAC Not Included by ClearSpan.

Anchor Hardware not included for Designed and Engineered Structures.

Our standard terms are as follows and are subject to credit approval:

50% deposit

40% due 3 weeks prior to scheduled delivery date

10% due upon net 30 days upon substantial completion

This proposal is subject to change

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com

Customer ID: 9126871
Quote Number: 1115155

QUOTE

Page: 2 of 2

Lines Total	75,510.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	3,558.00
Quote Total	79,068.00

Quote Accepted By: _____ Date: _____

Signature

MURRAY CONTRACTING

21 Wallace St. Elmwood Park, NJ 07407

January 19, 2024

Township of West Orange

ATTN: Joe Pelose

Project Reference: 24-049 — *West Orange Township - DPW Salt Shed Cover Replacement*

Murray Contracting proposed to complete the following scope of work inclusive of all insurances, certifications, materials, equipment and labor.

- Mobilize all materials, dumpsters and equipment to site.
- Remove existing cover, discard offsite.
- Furnish and install new cover to match existing structure, based on original drawings.
- Turnover of project shall be final and in a clean and immediate use manner.

Notes and Exclusions:

- We exclude other than normal working hours. We exclude permit fees. We exclude drawings, calculations or engineering of any kind.

**RESOLUTION REJECTING ALL RESPONSES TO THE REQUEST FOR PROPOSAL
FOR CANNABIS CONSULTANT**

WHEREAS, the Township of West Orange (the “Township”) issued a Request for Bid Proposal for the award of a Contract for a cannabis consultant (the “Agreement” or the “Contract”); and

WHEREAS, four (4) sealed bids were received and opened by the Township on November 17, 2023; and

WHEREAS, the Township Council hereby rejects the bids received as none of the bids were awarded by resolution of the governing body of the contracting unit within 60-days pursuant to N.J.S.A. 40A:11-4.5(e), and

NOW BE IT RESOLVED, by the Council of the Township of West Orange that all bids received on November 17, 2023 for cannabis consulting be hereby are REJECTED.

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

Bill Rutherford, Council President

Adopted: February 27, 2024

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO
THE
LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT BY THE ESSEX COUNTY BOARD
OF TAXATION
CANCELLING ADDED/OMITTED ASSESSMENTS**

WHEREAS, final judgment on tax appeals has been rendered by the Essex County Board of Taxation on the petitions of the taxpayers listed due to cancel added assessment and/or added omitted bills placed on the property

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the said taxpayers the sums in full and final satisfaction to tax rebates due:

Block	Lot	Qual	Name & Address	Amount to be refunded
37	58.04		Spiotti & Associates % D.Blackwood & M. McCrann 612 Godwin Avenue Midland Park, NJ 07417	\$11,177.44
42.01	66		The Englert Law Firm%Ronald & Alison Stein 181 New Road Ste 304 Parsippany, NJ 07054	\$15,337.13
44.01	19		Stephen Lee & Mary Manzo 20 Mountain Way West Orange, NJ 07052	\$23,857.75
44.02	23.01		The Englert Law Firm%Robert Stephenson & Geo Fotinos 181 New Road Ste 304 Parsippany, NJ 07054	\$ 6,851.02
52.07	3		The Englert Law Firm%Joseph Beckett & Harriet Hignell 181 New Road Ste 304 Parsippany, NJ 07054	\$17,001.00
105	8	C0287	287 Araneo, LLC 287 Araneo Drive West Orange, NJ 07052	\$10,330.91

106	20.02	Chiesa Shahinian & Gintomasi %41 ERW WO, LLC 105 Eisenhower Parkway Roseland, NJ 07068	\$36,462.00
140.02	16	The Englert Law Firm%Noah Muscente & Kailee Ryoko 181 New Road Ste 304 Parsippany, NJ 07054	\$ 6,277.98
158	44	Stephanie & Colby Eaton 2 Murphy Court West Orange, NJ 07052	\$ 8,041.90
158.12	182	The Englert Law Firm%Claire Stack & Amitava Paul 181 New Road Ste 304 Parsippany, NJ 07054	\$ 8,196.79
172.03	23	Joseph & Jemilat Siju 20 Lorelei Road West Orange, NJ 07052	\$ 2,789.45
172.07	46	The Englert Law Firm%Asia & Melvin Riedemonn 181 New Road Ste 304 Parsippany, NJ 07054	\$11,604.15
175.25	3	The Englert Law Firm%Nicole Hakimi 181 New Road Ste 304 Parsippany, NJ 07054	\$17,346.89

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

Bill Rutherford
Council President

Adopted: February 27, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

78-24
February 27, 2024

**RESOLUTION AUTHORIZING THE ISSUANCE OF A
DUPLICATE TAX SALE CERTIFICATE PURSUANT TO
N.J.S.A. 54:6-52.1**

WHEREAS, the Tax Collector of this municipality has previously issued a tax sale certificate to D1 Softball Clinic, LLC which certificate is dated October 26, 2022 covering premises commonly known and referred to as Block 17 Lot 58 as set out on the municipal tax map then in use which certificate bears number 22-006.

WHEREAS, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW THEREFORE, be it resolved by the Mayor and Governing Body of the Municipality of the Township of West Orange that the Tax Collector of the municipality be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$100.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchased and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

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

Bill Rutherford
Council President

Adopted: February 27, 2024

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO A VETERAN EXEMPTION**

WHEREAS the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

Block	Lot	Qual	Owner's Name & Address	Amount
48	2.02		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$4,987.00
81.01	7		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,262.00
152.22	1413	C0012	Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$4,554.00
155.13	48		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	\$3,124.00
173.14	16		Lereta, LLC Attn: Central Refunds 901 Corporate Center Drive Pomona, CA 91768	\$4,015.00

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

Bill Rutherford
Council President

Adopted: February 27, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND
PAYMENT TO THE LISTED TAXPAYER DUE TO AN OVERPAYMENT
OF TAXES DUE TO A DUPLICATE PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

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

Block	Lot	Name & Address	Amount
45.10	44	Hazem & Liz Gamal 78 Luddington Road West Orange, NJ 07052	\$4,983.00
89	41.02	Corelogic PO Box 9202 Coppell, TX 75019	\$ 5,465.00
105 6	C0175	Jody Sheppard 105 Founders Ave Apt#2507 Falls Church, VA 22046	\$3,321.00
113.02	6	Corelogic PO Box 9202 Coppell, TX 75019	\$ 2,738.00
167.03	35	Corelogic PO Box 9202 Coppell, TX 75019	\$ 7,773.27
172.12	24	Corelogic PO Box 9202 Coppell, TX 75019	\$2,875.00
173.16	9.01	Corelogic PO Box 9202 Coppell, TX 75019	\$4,175.00

175.31	2	Corelogic PO Box 9202 Coppell, TX 75019	\$3,484.00
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Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: February 27, 2024

I hereby certify funds are available from Account No. _____

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) authorizes a municipality to utilize a national cooperative for the purchase of goods and services in lieu of a formal procurement process pursuant to the Local Public Contract law; and

WHEREAS, Sourcewell is a service cooperative created under the laws of the state of Minnesota authorized to act as a nationally recognized cooperative through which government entities purchase goods and services from vendors contracting with Sourcewell; and

WHEREAS, the Township of West Orange (the “Township”) desires to enter into a Master Lease Agreement with Enterprise FM Trust (“Enterprise”) for the lease of vehicles for use within the municipal fleet; and

WHEREAS, the Township also desires to retain Enterprise for the management for use within the municipal fleet, including the maintenance, sale and auctioning for use within the municipal fleet vehicles as needed and when appropriate; and

WHEREAS, Enterprise is a vendor who holds a contract with Sourcewell through April 18, 2026 for Fleet Management Services under Contract #030122-EFM; and

WHEREAS, the Township has previously acted in accordance with New Jersey public procurement statutes and regulations to formally join Sourcewell as a nationally recognized cooperative for the purchase of goods and services and has maintained an active membership with Sourcewell since 2015 under membership #2819; and

WHEREAS, the Township’s Chief Financial Officer has determined that the cost for entering into an agreement(s) for Fleet Management Services with Enterprise would provide the Township a cost savings compared to engaging in a procurement process to obtain the same services; and

WHEREAS, Enterprise has prepared a Master Equity Lease Agreement for Fleet Management for use within the municipal fleet, annexed hereto as Exhibit “A” (the “Master Lease”) and

WHEREAS, Enterprise has also prepared additional agreements as part of the fleet management for use within the municipal fleet, including: (i) the Maintenance Management Agreement, annexed hereto as Exhibit “B;” (ii) the Full Maintenance Agreement, annexed

hereto as Exhibit “C;” (iii) Agreement to Sell Customer Vehicles, annexed hereto as Exhibit “D;” and (iv) Consignment Auction Agreement for Sale of Customer Owned Vehicles, annexed hereto as Exhibit “E” (collectively the “Fleet Management Agreements”).

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township is authorized to utilize Enterprise through its contract with Sourcewell to provide fleet management services for the Township and be it further

RESOLVED that the Mayor be and hereby is authorized to execute the Master Lease, the Fleet Management Agreements, and any other additional documents as needed to utilize Enterprise for the management for use within the municipal fleet; and

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Master Lease, the Fleet Management Agreements, and any other additional documents as needed to utilize Enterprise for the management for use within the municipal fleet, 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

Bill Rutherford
Council President

Adopted: February 27, 2024

Exhibit “A”

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

Exhibit “B”

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM_____ Customer_____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Attention: _____	Attention: _____
Fax #: _____	Fax #: _____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Customer_____

Exhibit “C”

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Customer _____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$ 6.00 per month per Card, plus a one time set-up fee of \$ 0.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

Exhibit “D”

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

Exhibit “E”

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

RESOLUTION

WHEREAS, Phoenix Advisors, LLC (“Phoenix”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2024 for a professional services agreement to provide Municipal Redevelopment Financial Consulting services; and

WHEREAS, Phoenix has agreed to provide financial consulting services for the calendar year 2024, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Phoenix to provide financial consulting services to the Township on the terms and conditions set forth therein; and it is further

RESOLVED that notice of this award shall be available in the Clerk’s office in accordance with applicable law.

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

Bill Rutherford,
Council President

Adopted: February 27, 2024

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

John Gross, Chief Financial Officer

AGREEMENT FOR FINANCIAL CONSULTING SERVICES

THIS AGREEMENT made and entered into on this ____ day of February, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **PHOENIX ADVISORS, LLC**, located at 625 Farnsworth Avenue, Bordentown, NJ 08505, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide financial consulting services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of CONSULTANT for the period of February 27, 2024 through December 31, 2024 at the following rates:

- a. Managing Director - \$195/hr
- b. Associate - \$115/hr

2. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the

scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

4. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth with specificity the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:

Kathy A. Collins
KATHY A. COLLINS
FINANCE ADMINSTRATOR

PHONEIX ADVISORS, LLC

By: _____
Bryan Morris
BRYAN MORRIS
MANAGING DIRECTOR

83-24
February 27, 2024

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT**

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

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

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
42.03	124	Hudson Property Management, LLC PO Box 31 Hoboken, NJ 07030	\$5,485.00

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

Bill Rutherford
Council President

Adopted: February 27, 2024

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

John O. Gross, Chief Financial Officer

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2
RESTRICTED PARKING ZONES OF THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsections 7-32.2, Restricted Parking Zones 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*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
77 Harrison Avenue	1	Beginning 255 feet south of the southerly curb line of Elm Street and extending 20 feet south.
153 Randolph Place	1	Beginning 162 feet southeast of the southeasterly curb line of Longview Street and extending 20 feet southeast.
1 Tompkins Street (on Mitchell Street)	1	Beginning 25 feet west of the westerly curblines of Tompkins Street and extending 20 feet west.
<i>138 Watchung Avenue</i>	<i>1</i>	<i>Beginning at a point 155 feet south of the southerly curblines of Ridge Avenue Extending to the easterly curblines of Watchung Avenue and extending 20 feet south.</i>
<i>172 High Street</i>	<i>1</i>	<i>Beginning 323 feet north of the northerly curblines of Washington Street extended, and extending 20 feet north.</i>

56 Watson Avenue	1	<i>Beginning 115 feet south of the southerly curbline of Chestnut Street extended, and extending 22 feet south.</i>
106 Elm Street	1	<i>Beginning 313 feet east of the easterly curbline of Mississippi Avenue extended, and extending 21 feet east.</i>
24 Nutman Place	1	<i>Beginning 290 feet west of the westerly curbline of Valley Road And extending 18 feet west.</i>

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

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: February 13, 2024

ADOPTED: February 27, 2024

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 77 Harrison Avenue, 153 Randolph Place and 1 Tompkins Street.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. In the case of 1 Tompkins Street, the designated space will be on Mitchell Street at the side of the house, since there is a No Parking Zone directly in front. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

Additionally, 5 Township residents notified our office that their existing restricted parking stalls were no longer needed because they have moved. The signs in front of each residence will be removed, and the locations removed from the Revised General Ordinances.

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 25, SECTIONS 27 OF
THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
AND ESTABLISHING CHAPTER ____ FOR ENVIRONMENTAL PROTECTION
(TREE PROTECTION, REMOVAL AND REPLACEMENT)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange be and are hereby **repealed** and **replaced** with the newly established Chapter ____ Section ____ of the Revised General Ordinances of the Township of West Orange, which establishes a Chapter dedicated to environmental protection in the Township of West Orange, and shall state as follows:

§ ____-1: Title

This Section shall be known as the “Tree Protection, Removal and Replacement Ordinance of the Township of West Orange”

§ ____-2: Findings and Purpose

2839. A 2023 study commissioned by the Township of West Orange found that the tree canopy in West Orange has been dramatically declining and will continue to decline in future years without replanting and renewing protections for the tree canopy. The Township of West Orange finds that: trees are among the Township’s most valuable natural resource assets, greatly enhancing the appearance of the Township and contributing to its suburban residential character; the integrity of Township and regional water resources is substantially affected by development on constrained land (e.g., steep slopes, wetlands and reduced depth to groundwater), tree removal, soil disturbance, stormwater management and the general use of land resources; the preservation, protection and planting of trees aids in the stabilization of soil by the prevention of erosion and sedimentation, reduces stormwater runoff and the potential damage it may create, increases groundwater recharge thus enhancing the groundwater supply to streams and wetlands and the yield of water supply wells, aids in the removal of pollutants from the air and assists in the generation of oxygen, provides a buffer and screen against noise and pollution, provides protection against severe weather, dramatically reduces “urban heat effect,” aids in the control of drainage and restoration of denuded soil subsequent to construction or grading, provides a haven for birds and other wildlife and otherwise enhances the environment, protects and increases property values, conserves and enhances the Township’s physical and aesthetic appearance, and generally protects the public health, mental health, and safety as well as the general welfare.

b. Numerous governmental, professional, educational and business sources have cited the importance of trees to our well-being: “One acre of forest absorbs six tons of carbon

dioxide and puts out four tons of oxygen, enough to meet the annual needs of 18 people.” (U.S. Department of Agriculture). In one study, 83% of realtors expressed the belief that mature trees have a “strong or moderate impact” on the salability of homes listed for under \$150,000 and on homes listed for over \$250,000 this perception increased to 98% (American Forests, Arbor National Mortgage). Healthy, mature trees are said to add an average of 10% to a property’s value (USDA Forest Service). “Landscaping, especially with trees, can increase property values as much as 20%.” (Management Information Services/ICMA). “The net cooling effect of a young, healthy tree is equivalent to 10 room-size air conditioners operating 20 hours a day.” (U.S. Department of Agriculture). “If you plant a tree today on the west side of your home, in five years your energy bills should be 3% less. In 15 years the savings will be nearly 12%.” (Dr. E. Greg McPherson, Center for Urban Forest Research). “Trees properly placed around buildings can reduce air conditioning needs by 30% and can save 20% to 50% in energy used for heating.” (USDA Forest Service). “In laboratory research, visual exposure to settings with trees has produced significant recovery from stress within five minutes, as indicated by changes in blood pressure and muscle tension.” (Dr. Roger S. Ulrich, Texas A&M University).

c. The purpose of this section is to protect and foster the existence and health of trees growing within the Township’s borders, to preserve the maximum possible number of trees in the development of a site or lot; to protect specimen trees; to encourage innovative design and grading to promote the protection of existing trees, and to prevent indiscriminate, uncontrolled and excessive removal and cutting of trees, as well as land use activities inconsistent with accepted arboricultural practices, that contribute to the destruction or result in permanent injury to trees upon lots and tracts within the Township. The standards and procedures established by this chapter are intended to furnish criteria for the use of Township personnel, boards, committees, commissions and officers in evaluating applications involving tree removal for site plan, subdivision and other development approvals. They are further intended to inform those with interests in real property in the Township of the requirements for trees located in the Township. The purpose of this section is to protect trees, the environment, and owners of real property who would be affected adversely by the removal of trees from property belonging to another person. The issuance of permits is a procedure designed to effectuate these goals. In addition, the Tree Replacement Fund in no way relieves the Township from a yearly budgetary allocation dedicated to planting new trees in the Township.

§___-3 (Definitions)

The following definitions shall apply to this chapter:

APPLICANT—Owner of property or person with authority to apply for a Tree Removal Permit on any Lot.

APPEAL—The process by which an applicant may contest the grant or denial of a tree removal and replacement permit. Appeals shall be considered by the Township of West Orange Land Use Board in accordance with § 7, herein.

BUILDING—Any structure constructed for the support, shelter, enclosure of persons, animals, and/or a combination of materials containing a roof that is used to form a structure for either use, occupancy, and/or habitation.

CONSERVATION EASEMENT — A legal covenant restricting the use of land or natural features of the land that is described in the property deed and shown on a filed plat.

CROWN REDUCTION—Pruning (as defined herein) of the tree reducing the height or scope of the tree.

DBH — The measurement of the diameter of the trunk of a tree planted in the ground taken 4.5 feet from ground level on the uphill side of the tree.

DEVELOPMENT APPLICATION — An application filed with the Township Planning Board or Board of Adjustment pursuant to the Municipal Land Use Law and the Township land development ordinances for approval of a subdivision plat, site plan, planned development, conditional use, zoning variance or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or N.J.S.A. 40:55D-3.

DRIP LINE — A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground beneath.

EMERGENCY CONDITIONS—Shall mean when trees are hazardous and the Township Forester and/or a Qualified Tree Expert determines that the non-viable tree will cause an unacceptable risk of damage to person or property because of extreme wind, stormwater or other weather events.

EMERGENCY TREE REMOVAL AND REPLACEMENT FORM—A form completed by the Applicant provided to the Township which shall be submitted to the Township Forester if tree(s) are removed under Emergency Conditions pursuant to this Chapter. Trees removed under emergency situations must be replaced in accordance with the requirements of this Ordinance.

ENDANGERED OR THREATENED SPECIES — Any species of tree or animal which has been determined by the Federal Fish and Wildlife Service or the State of New Jersey to be endangered or threatened.

IMPROVED LOT — A parcel of land with a building or other physical improvements.

INVASIVE VINE—Non- native vine that will climb up the tree and cause damage to the tree.

LAND USE BOARD — The Planning Board or Zoning Board of Adjustment of the Township of West Orange.

LOT—A designated parcel, tract of land established in the record as of local and county registers of deeds by plat, deed, subdivision, zoning lot of record, or as otherwise permitted by law.

MAJOR TREE — A tree species with a mature height of at least 50 feet.

MINOR TREE — An evergreen tree, ornamental tree or other small tree that is not defined as a Major Tree.

NONVIABLE TREE — A hazardous tree that a Qualified Tree Expert and/or the Township Forester determines is dead, dying or otherwise non-viable.

PERSON — The owner of a parcel of real estate or any other individual, group, company, firm, corporation, partnership, association, society or other legal entity.

PROPERTY LINE TREE—Shall mean a tree whose tree-trunk is on more than one Lot and/or on the boundary of the Lot.

PRUNING—Pruning is the selective removal of branches or limbs of a tree.

QUALIFIED TREE EXPERT — A New Jersey Licensed Tree Expert pursuant to N.J.S.A. 45:15C-11 *et seq.* and is registered by the Township.

REPLACEMENT TREE — A native tree species approved by the Township Forester and of nursery grade, properly balled and burlapped, untreated with herbicides or pesticides and meeting the minimum measurements of a major or minor tree.

SPECIES — The common name of a tree.

SPECIMEN TREE — A tree in good health of unusual or exceptional form, size, age or shape for its species, including but not limited to those included on New Jersey's Big Tree List, or database, published and coordinated by the New Jersey Forest Service, or having a champion tree point total (girth in inches plus height in feet, plus one quarter of average crown spread in feet) within 10% of the point total of a tree of the same species listed in New Jersey's Big Tree List, published in "New Jersey's Big Trees," by the New Jersey Forest Service.

STRUCTURE — A combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land, including but not limited to homes, buildings, above-ground tanks, pools, sheds, signs, fences, and towers.

STREET TREES OR SHADE TREES—A tree planted in a Township right-of-way within ten (10) feet of a curb.

TOWNSHIP FORESTER—The Township-designated person primarily responsible for enforcing this chapter and who is qualified to do so by having the status of a Qualified Tree Expert; appointed by the Township of West Orange to implement this chapter and to carry out other related responsibilities as the Township may provide, including, but not limited to, developing and recommending (i) Township Woodlands Retention and Protection Plan; (ii) Township Tree Inventory; and (iii) Planting Schedule.

TREE — A self-supporting perennial woody plant having a diameter of at least 2.5 inches measured at a point 4.5 feet (or 54 inches) from the ground at the base of the tree on its uphill side.

TREE CANOPY—Tree canopy means the layer of leaves, branches, and stems of trees that cover the ground when viewed from above and that can be measured as a percentage of a land area shaded by trees.

TREE OF HEAVEN—(*Alnus altissima*) An invasive tree that attracts Japanese Spotted Lantern flies which pose a serious threat to the native ecosystem.

TREE REMOVAL NEIGHBOR NOTIFICATION FORM – A form required to be completed by an Applicant seeking to remove any trees. The applicant shall certify that that the Tree Removal Neighbor Notification Form has been delivered to all neighbors within 200 feet of the Applicant’s property line in accordance with this Chapter.

TREE REMOVAL AND REPLACEMENT APPLICATION—A form completed by the Applicant provided by the Township which shall be submitted to the Township Forester in accordance with Chapter XXX, § 5.

TREE REMOVAL AND REPLACEMENT PERMIT—A permit issued by the Township Forester to an Applicant who complies with all tree removal and replacement procedures set forth in this Chapter.

TREE REPLACEMENT FUND—A dedicated fund established pursuant to this chapter. The purpose of the fund is to permit any applicant who removes a viable tree and demonstrates lack of feasibility in replanting replacement trees on-site the ability to pay a fee to the Fund. The amount of the fee that the applicant shall contribute must be made in accordance with the provisions of this chapter; specifically Chapter XXX, § 8.

VOLCANO MULCHING—Piling mulch against the trunk of a tree in the shape of a volcano causing tree roots to circle the trunk and subsequently weaken the tree. Thus, the tree root flare, which is the connection with the trunk root and the surface of the ground, shall remain visible at all times.

§__-4: Tree Removal and Replacement Permits

2839. No person shall be granted permission to remove more than two (2) trees within a twenty-four (24) month period. No person shall cut, remove, or engage in activities

that encroach upon the health of a tree or remove a non-viable tree with a DBH two-and-a-half (2.5”) inches or greater without first having been issued a Tree Removal and Replacement Permit from the Township. To obtain a permit, the Applicant must comply with the procedures set forth in Chapter XXX, § 5 and any replacement procedures in § _____, 8.

2839. If any tree(s) sought to be taken down that are delineated by the Township Forester as viable or non-viable, the person seeking removal or who has removed tree(s) must comply with the tree replacement provisions set forth in Chapter XXX, § 8 and the Chart at Table “A;” unless the tree(s) removed are replanted on the Lot where the tree removal occurred.

2. All Tree Removal and Replacement Permits including Emergency Tree Removal Permits shall be accessible to the public subject to the confidentiality provisions of Daniel’s Law or any other similar law. All permits issued pursuant to this Chapter shall be posted to the Township’s website by the Township Forester.

3. All Tree Removal and Replacement Permits issued shall be posted on the tree(s) to be removed and in the property owner’s front door/window, so the tree removal permit is visible to any member of the public not less than seven (7) business days prior to removal.

4. For non-development applications, the Township Forester shall decide to grant or deny a Tree Removal and Replacement Permit Application within 30 days of submission and shall notify the applicant and any objectors who have contacted the Township Forester. Application(s) made in connection with a development application shall comply with the procedures set forth in Chapter XXX, § 4© and shall be adjudicated by the Land Use Board. If the application is granted, the permit shall be issued by the Township Forester.

5. Permits granted under this section shall run with the land and shall remain in force and effect for 12 months from the date of issuance. Any permit not acted upon within a period of 12 months after issuance shall become null and void.

b. Prohibitions. Notwithstanding Subsection (a) above, no person shall do any of the following:

2839. Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by state or federal law or applicable EPA or NJDEP regulations;

2. Cut down or remove any tree within a conservation easement;

3. Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical

contamination, excessive alterations to established drainage patterns or mechanical damage.

4. Cut down or remove any tree on a slope with a grade of 10% or greater on a slope where vegetation is presently stabilizing soils.

5. Prune, cut down or remove any tree unless it is performed by a Qualified Tree Expert and who shall be registered with the Township of West Orange pursuant to § 5-27.1 *et seq.*

6. Perform street, curb and sidewalk construction or repairs unless utilizing methods that protect the roots and trunk of a tree, such as manual excavation, reducing the curb, curving sidewalks around a tree, and modifying driveway aprons to accommodate trees as directed by the Township Forester or Township Engineer.

7. Cut or remove any tree older than 25 years with a DBH of 10" or more.

8. Remove trees within one hundred (100) feet of a ridgeline.

9. Remove trees which will impair the growth and development of the remaining trees on the applicant's Lot or on adjacent Lots.

10. Remove trees if tree removal will negatively alter existing drainage patterns and stormwater runoff.

11. Remove tree if it will result in soil erosion or would increase dust.

12. Remove trees if it would increase the amount of stormwater runoff and/or negatively affect stormwater runoff patterns on any Lot(s), whether contiguous or not.

13. Remove trees if it would constitute a significant change in the screening between existing or proposed structures on roads and/or adjacent Lots.

14. Remove trees where it would alter topography of the area where such tree(s) are located and will create conditions which may be injurious to the trees or other trees located nearby.

15. Remove trees where it will impair suitable habitats and migratory zones for endangered or threatened species animals.

16. Engage in activities that cause harm to the health of the tree, including but not limited to, volcano mulching, cutting off light, water, or air, and/or fail to remove invasive vines or the invasive Tree of Heaven which harbors Japanese Spotted Lantern Flies which cause harm to native species of trees.

17. Cut down or remove trees in a landscaped buffered area.

c. Specific prohibitions related to construction activities:

2839. In connection with any construction, prior to the issuance of a building permit or start of construction, snow fencing or other protective barriers shall be placed around trees that are not to be removed. The protective barriers shall be placed at the outermost edge beyond the drip line or tree canopy. All protective barriers shall remain in place until all construction activity is terminated. No equipment, chemicals, soil deposits or construction materials shall be placed within any area so protected by barriers. Any landscaping activities performed subsequent to the removal of the barriers shall be accomplished by hand labor and only using light machinery where necessary.

2. Storing and placing building material or debris or placing construction equipment within the drip line.

d. Exemptions. The following are exempt from the permit requirement of Subsection (a) above:

2839. Property owners may remove hazardous or non-viable trees under Emergency Conditions prior to obtaining a Tree Removal and Replacement Permit. However, following the emergency removal of the tree or trees, the property owner or agent thereof shall complete the Emergency Tree Removal and Replacement Form within seven (7) days of the removal. The person seeking emergency removal shall provide photographic and written proof of the Emergency Conditions by the Qualified Tree Expert to the Township Forester and include a hazard tree evaluation form at that time. Tree stumps must be preserved for inspection by the Township Forester and all removed tree(s) must be replaced.

2. Activities lawfully conducted on public lands or rights-of-ways by or on behalf of a local, county, state, federal or other governmental agency or entity, or a utility company, provided however, that to the extent possible, such entity shall provide a courtesy review of any tree removal and replacement to the Township Forester.

3. Tree removal in conjunction with a Woodland Management Plan(s) must be approved by the N.J. Forest Service.

e. Development applications. Every development application filed with the Land Use Board that proposes tree removal and replacement shall:

2839. Preserve fifty (50%) percent of the trees on each developed Lot, and seventy (70%) percent on any undeveloped Lot.

2. Comply with all prohibitions and procedures listed in this Ordinance including but not limited to, providing the Township Forester and Land Use Board with a report from a Qualified Tree Expert outlining the reasons stated for the removal of tree(s) on the Lot, a tree replacement plan, and response from the Township Forester outlining their approval or disapproval of the tree removal application. If replanting or replacement of trees is performed offsite, the developer shall, apart from the fees paid into the Tree Replacement Fund, hire a landscape architect, licensed by the State of New Jersey, to oversee the species, quantities and placement of replacement trees. This shall be completed prior to the Construction Official and/or appropriate Township Official having issued a Final Certificate of Occupancy or within six (6) months of completion of the development. A bond shall be posted to ensure compliance and two year survival of the replanted trees.

3. Install protective fencing around the remaining trees and ensure the provisions of Chapter ___, Section 4© are complied with.

4. Obtain a written report indicating that the Township Engineer or his/her designee(s) has inspected the site and certified that all soil erosion and sediment controls and stormwater runoff controls required by this Chapter and applicable laws have been installed and completed. Copies of the certification shall be delivered to both the applicant and the Township Forester by the Township Engineer immediately after it is completed and made available to the public upon request;

5. Specify that no trees may be removed until after installation of stormwater runoff controls as required by this Ordinance, by Title 7, Chapter 8, § 7:8-5.4 and by Title 2, Chapter 90, Subchapter 1 of the New Jersey Administrative Code, respectively or any other applicable laws.

6. Provide written notice to the Township Forester and the Land Use Board not less than fourteen (14) days before any planned tree removal.

7. Ensure the Township Forester shall be onsite during all tree removal and replacement activities in connection with the development application. A stop work order may be issued by the applicable authority under this Chapter if the Township Forester is not onsite during the planned tree removal activities. Prior to the applicant's completion of its development project, the development applicant must have written permission/documentation from the Township Forester that the tree replacement has been completed in accordance with the development applicant's approved plan.

7. All parking lot owners shall maintain trees in compliance with Township Code § 25-12.1(o) and shall create 50% shade in the parking lots within five years.

f. If the proposed trees for removal are deemed by the Township Forester and/or a Qualified Tree Expert to be Property Line Tree(s), the owner of the Lot(s) are jointly and

severally responsible for any costs associated with the removal of the Property Line Tree(s) and any replacement costs. If a Property Line Tree is unlawfully removed, both owners of the Lots where the Property Line Tree is located can be held liable pursuant to Chapter XXX, § 10.

§ ____-5: Application Procedure for Tree Removal and Replacement Permits

2839. Every application for a tree removal and replacement permit shall be made by submission of the following:

2839. Tree Removal and Replacement Application. The Applicant or Applicant's representative shall arrange for an informal in-person inspection with the Township Forester. The Applicant shall clearly mark the trunk of each tree proposed to be removed at the height of four and one-half (4.5) feet above the ground so that such tree or trees may be inspected more easily by the Township Forester at any time after the initiation of the application procedure set forth herein. The Township Forester will explain this portion of the Ordinance and provide advice as to the condition, value and recommended care of other trees on the Applicant's Lot to satisfy the educational purpose of the Chapter. Upon request, the Township Forester shall assist any Applicant with completing the Tree Removal and Replacement Application required by this section. If the tree replacement is to be done on-site, a survey (not more than one (1) year old) must be attached to the application to show the exact location of the replacement tree(s). The Township Forester's inspection shall confirm the location of the tree or trees sought to be removed, the reason for the application, and advise the Applicant whether the Tree Removal and Replacement Permit would be granted or denied based on the prohibitions contained in this ordinance.

2. An Applicant must submit to the Township Forester a Tree Removal and Replacement Application on forms provided by the Township. The Township Forester may request additional information to process the application.

3. The Tree Removal Neighbor Notification Form must be submitted to the Township with the Tree Removal and Replacement Application. The form shall be submitted in accordance herewith to all neighboring property owners within 200-feet of the Applicant(s)'s property line via certified mail. The Applicant shall submit a written certification confirming the same. Failure to provide notice under this section shall be deemed a violation subject to enforcement under Chapter XXX, § 10.

b. The fees associated with the filing of a Tree Removal and Replacement Application shall be prescribed by Resolution, but shall be no less than \$100 per application. A Tree Removal and Replacement Application for a development application shall be prescribed by Resolution but no less than \$1,000 per application.

c. Every development application or application before a Land Use Board shall include a tree removal and replacement plan which shall include a map drawn to scale clearly showing the number and location of all trees to be removed and number and location of trees to be replaced. A Qualified Tree Expert's report addressing the factors set forth in Chapter XXX § 6 shall be submitted with each application.

§ ____-6: Factors to Address in Granting or Denying a Tree Removal and Replacement Permit

Factors to be Considered Where Tree Removal And Replacement is Sought. In deciding whether to issue a Tree Removal and Replacement Permit, the Township Forester shall consider whether the proposed tree removal and replacement complies with the provisions of this Ordinance, the prohibitions of tree removal set forth in Chapter XXX, § 4(b)-(d, and the tree replacement requirements set forth in Chapter XXX, § 8. In connection with a development application, an Applicant shall file a written report by a Qualified Tree Expert explaining how/why the prohibitions set forth in Chapter XXX § 4(b)-(d) are not violated and include a plan for tree replacement in accordance with Chapter XXX, § 8.

§ ____-7: Appeal of Denial of Tree Removal and Replacement

Denial and granting of any application for a Tree Removal and Replacement Permit may be appealed directly to the Planning Board with written notice to the Secretary of the Planning Board within forty-five (45) days of the decision by the Township Forester to grant or deny an application. Only those within two-hundred feet who were required to be sent the Neighbor Notification Form shall have the right to appeal the decision of the Township Forester to grant a tree removal permit. Notice of the appeal shall be provided to all property owners within a 200 foot property line of the appellant's site. The appellant who files the Appeal shall include a written report by a Qualified Tree Expert establishing why and how the Applicant has or has not complied with the factors set forth in § 6. It shall constitute a separate violation of the Ordinance if a tree is removed during the appeal process.

§ ____-8: Tree Replacement

Every tree removed shall be replaced pursuant to this Chapter. In no instance is tree replacement to be considered a penalty, but rather the minimum requirement(s) to implement the purposes of this section. Tree replacement shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this section. Tree replacement required by this Chapter shall be completed within six months of tree removal unless the Township Forester or Land Use Board grants an extension until the next appropriate planting season. If any replacement tree planted pursuant to this section fails to thrive or dies within two years, it shall be replaced by the property owner within six months and the same shall be viable for an additional two (2) years.

2839. Tree replacement, as approved by the Township Forester, Land Use Board, and/or Township Engineer, shall be required to comply with Table “A.”: Tree Replacement shall occur in the following priority to amplify the goals of this Chapter to maintain the existing tree canopy within specific areas of the Township:

2839. The owner/applicant shall replant tree(s) on the Lot that which they were removed.

2. If the tree cannot be replaced on the Lot or an adjacent Lot, the applicant shall have the burden of demonstrating how such replacement on their Lot is not feasible. If the owner/applicant cannot replace tree(s) on the site that which they were removed, the owner/applicant shall replant the tree(s) on the immediate adjacent properties.

3. If the owner/applicant is unable to replace tree(s) on the site that which they were removed or on the adjacent Lot(s), the owner/applicant shall pay into the Tree Removal and Replacement Fund in accordance with this Chapter.

b. The Forester shall prioritize the Tree Removal and Replacement Fund to locations closest to the site of removal to amplify the goals of this Chapter. In furtherance of said goals, the Township Forester shall seek to prioritize replanting within 1,000 feet of the property line, and, if not feasible, anywhere within the municipality in accordance with Table “A.”

c. Tree Replacement Fund. Pursuant to this section, unless the Township Forester has approved replacement of the removed tree(s) on the permit holder’s property in accordance with Table “A,” the Township Forester shall condition tree removal upon payment to the Tree Replacement Fund, established hereunder. The Township Forester shall require payment to the Tree Replacement Fund if a person removes a viable tree as determined by the Township Forester which is not replaced on the same property or Lot.

2839. **Tree Preservation and Replacement Fund:** A Tree Replacement Trust Fund dedicated to receive and disburse replacement tree fees when the permit applicant has conclusively demonstrated that it is not feasible to replace a tree(s) removed from the applicant’s lot with other qualifying tree(s) planted on that site in accordance with Table “A.” The Tree Replacement Fund may also accept contributions for its purposes from private or public sources. The amount to be paid in the Tree Replacement Fund shall be in accordance with Table “A” and shall be greater than the cost of on-site replacement both to encourage on-site tree replacement, the preferred approach under the Ordinance, and to assure that the Township is fully reimbursed for all fees and costs associated with off-site tree replacements. These fees shall be fixed by resolution and must be spent for tree replacements within one (1) year of the deposit into the account. All details of this fund shall be available to the public upon request. The Tree Replacement Fund in no way relieves the

Township from a yearly budgetary allocation dedicated to planting new trees in the Township.

3. The amount to be paid to the Tree Replacement Fund shall be in accordance with Table “A” upon the approval of the Township Forester.

TABLE A

DBH of Tree	Required Action	Amount to Tree Replacement Fund
2.5”-6”	Replace with one 2.5” inch native non-pesticide/herbicide treated tree with a minimum of 6-feet tall	To be prescribed by Resolution
6”-13”	Replace with either two 4” inch native non-pesticide/herbicide treated trees; or four 2.5” native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
13”-22”	Replace with either three 4” inch native non-pesticide/herbicide treated tree; or six 2.5” native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
23”-32”	Replace with either four 4” inch native non-pesticide/herbicide treated tree; or eight 2.5” native non-pesticide/herbicide treated trees. Each	To be prescribed by Resolution

	tree shall be a minimum of 6-feet tall.	
Over 33"	Replace with either five 4" inch native non-pesticide/herbicide treated tree; or ten 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution

§ ____-9: Enforcement and Administration

In administering and enforcing this section, the Township Forester, the Township's Construction Official, Zoning Officer, Township Planner, Engineer, Chief of Police, or any other Township officer or designee, is hereby empowered to issue stop work orders whenever a claimed violation of this section is witnessed or reported.

§ ____-10: Violations and Penalties

a. Any person, firm, partnership, corporation, association, or other legal entity violating any of the provisions of this article shall, upon conviction of such violation, be punished by a fine not to exceed \$2,000 for each offense, in addition to the required mitigation for each tree illegally removed. Each illegally removed or damaged tree shall constitute a separate offense. Violations of this Ordinance shall be heard in the Municipal Court of competent jurisdiction.

b. The removal of a tree in violation of this section shall automatically invalidate or void any existing tree removal permit(s) associated with a property and terminate the issuance of any future permits until the matter has been resolved and any required tree replacement has been completed. This provision shall be applicable to contractors, agents and/or persons who remove tree(s) without properly registering with the Township in accordance with Chapter 5, § 27.1 *et seq.*

c. In addition to the suspension of any active tree removal permit, any company, business, or other entity whom removes or damages any tree in violation of this Ordinance shall be subject potential suspension of their tree removal license within the Township as follows:

1. First Offense: 90-day suspension;
2. Second Offense: 180-day suspension;
3. Third Offense: One year suspension; and

4. Any offense thereafter: permanent suspension.

§ ____-11: Severability, Repeal of Inconsistent Ordinances, and Effective Date

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

This section shall take effect upon final passage and publication as required by law.

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: February 27, 2024

ADOPTED: March 12, 2024

Legislative History

The purpose of this ordinance is to repeal and replace Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and to create a new Chapter of the Township Code for the purpose of protecting trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

AN ORDINANCE SUPPLEMENTING CHAPTER 10 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE AND ESTABLISHING CHAPTER 10, SECTION 16 FOR REGULATION OF TOWNSHIP DOG PARKS (DOG PARK RULES AND REGULATIONS)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10 of the Revised General Ordinances of the Township of West Orange be and are hereby **amended and supplemented** with the newly established Chapter 10, Section 16 of the Revised General Ordinances of the Township of West Orange, which establishes a Chapter dedicated to the rules and regulations to be enforced regarding dog parks located in the Township of West Orange, and shall state as follows:

§ 10-16.1—Title

This Section shall be known as the “Dog Park Rules and Regulations.”

§ 10-16.2— Findings and Purpose

The purpose of this Ordinance is to ensure the health and safety of those who use any dog park located in the Township of West Orange and to prescribe a set of rules and regulations. The standards and procedures established by this Section are intended to promote safe use of dog parks located in the Township of West Orange.

§ 10-16.3—Definitions

All other definitions outlined in Chapter 10 of the Township of West Orange Municipal Code are incorporated by reference herein. The following additional definitions are incorporated in this Section:

DESIGNATED AREA — The Township of West Orange Dog Park located on Executive Drive.

OFFICER—The Township of West Orange Animal Control Officer, or any agent, employee, or assignee of the Township of West Orange Department of Health.

§ 10-16.4—Rules and Regulations

The following rules and regulations shall apply to the Designated Area:

1. Use at your own risk. Dog owners are responsible and liable for the actions and behavior of their dogs at all times.

2. Dog owners must certify that their homeowner's/renter's insurance has liability coverage.
3. All dogs must have current rabies, distemper and parvo vaccinations. It is recommended that dogs be on a flea and heartworm preventive medication.
4. Do not bring a dog that is ill.
5. All dogs must wear a valid license and a West Orange Dog Park pass.
6. Dog owners must contact the West Orange Health Department to apply for a Dog Park pass.
7. Dog park passes are not transferable to other dogs.
8. There is a limit of two dogs per adult.
9. Dogs must be accompanied by an adult 18 years or older at all times.
10. Dogs must be kept on leash until inside the gated area.
11. No spiked, pronged or choke collars allowed on dogs once inside the dog run.
12. No puppies younger than four months old.
13. No children under age 10 allowed inside the Designated Area unless accompanied by an adult over the age of 18.
14. Owners are required to clean up after their dog.
15. Dogs must be removed from park at first sign of aggression.
16. Female dogs must be spayed and male dogs must be neutered.
17. No food allowed (except water in plastic bottles).
18. The small dog park is limited to dogs weighing 25 pounds or lighter. The large dog park is open to dogs of all sizes.
19. The park may be closed for maintenance without prior notice.
20. No smoking allowed.
21. The hours of operation shall be from 6:00 a.m. to 10:00 p.m. each day.

22. Any person who fails to comply with the rules and regulations contained in this article may receive a summons to court.
23. Upon receipt of formal written documentation, any dog that has bitten or has shown aggressive behavior towards a person or another dog on the premises of the dog park may, at the discretion of the Officer, have their dog park pass, subject to immediate and permanent revocation. Should the dog park pass be revoked, a letter will be sent to the dog owner advising them of such, and the owner shall return their dog park tag(s) to the Township of West Orange Health Department within fourteen (14) days.
24. Any incident regarding a dog injuring either another dog or a person shall be immediately reported to the Officer, Township of West Orange Department of Health, and Township Police Department.

§ 10-16.5: Dog Park Passes

1. Dog park passes must be renewed annually and expire on the last day of December each year.
2. No person shall be issued a dog park pass and/or be allowed to renew their dog park pass without acknowledging and executing the release of liability form. The release of liability form will be provided by the Officer and/or Township of West Orange Department of Health upon request.
3. No refund will be made on any dog park pass before the expiration of that pass, or any entry fee, due to the death of the dog, removal from the Township of the dog, or the revocation of the dog park pass of the dog by the Township of West Orange Health Department and/or the Officer.
4. The fees for the Township of West Orange dog park pass shall be an amount set forth by Resolution at the approval of the Township Council.

§ 10-16.6: Fines and Penalties for Violations

Any person, firm, business, or other entity violating any of the provisions of Chapter 10, Section 16 *et seq.* of the Township of West Orange Municipal Code shall be subject to such penalties as provided for in Chapter 1, Section 5 *et seq.* of the Township of West Orange Municipal Code.

§ 10-16.7: Severability, Repeal of Inconsistent Ordinances, and Effective Date

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

This section shall take effect upon final passage and publication as required by law.

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: February 27, 2024

ADOPTED: March 12, 2025

Legislative History

The purpose of this Ordinance is to ensure the health and safety of those who use any dog park located in the Township of West Orange and to prescribe a set of rules and regulations. The standards and procedures established by this Section are intended to promote safe use of dog parks located in the Township of West Orange.

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 4.b, 11.14, and PART A:
PERMITTED USES TABLE OF DISTRICT REGULATIONS OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Fast Casual Restaurants)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 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 municipal code sections governing land use regulation to implement a recommendation in the Township of West Orange Master Plan Reexamination Report and Land Use Element adopted by the West Orange Planning Board on January 8, 2020 to modify permitted uses in commercial zones, in recognition of market changes for retail and other uses, including the evolution of restaurant categories and definitions.

II. CHAPTER 25, SECTION 4.b SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-4 Definitions.

b. *Specific Definitions.*

* * * * *

Fast Casual Restaurant shall mean a restaurant with a limited menu, limited service, or self-service format, whose food is made to order and is fresher and higher quality and has more complex flavors than fast food restaurants, and whose décor is more upscale, unique or highly developed.

Fast Food Restaurant shall mean the retail sale of ready-to-eat foods and beverages for on and/or off premises consumption, whenever the foods and beverages are available upon a short waiting time, and orders are placed by the customer at a counter or drive-through window, and primarily served in or on disposable wrappers, containers or plates, ~~and where there is a seating capacity of more than 15 individuals~~. This does not include restaurants which have "take-out" as accessory to a traditional restaurant.

* * * * *

III. CHAPTER 25, SECTION 11 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO ADD THE FOLLOWING:

25-11.14 Drive-Through Windows.

A drive-through window shall be permitted as an accessory use for banks, restaurants, fast casual restaurants, fast food restaurants and pharmacies in the zoning districts in which such uses are

permitted and shall meet the following conditions:

- a. Drive-up window stacking lanes shall be separate and distinct from parking lot aisles and driveways.
- b. Stacking lanes shall have sufficient length for a minimum of six vehicles in total and each lane shall have a minimum width of nine feet.
- c. The entire length of the stacking lane or lanes shall be behind the front yard limit line and shall not block any parking space, aisle, driveway or loading area when the stacking lane is occupied with the maximum number of vehicles.
- d. If multiple stacking lanes are provided, they shall merge into one drive-up window lane prior to reaching any window or windows.
- e. The drive-up window stacking lane may end after the last window and merge with the exit driveway of the property.
- f. The drive-up window lane shall not be used as an exit driveway from the property.
- g. The drive-up windows and stacking lane or lanes shall be designed to prevent uncontrolled conflicting movements between any on-site vehicles and pedestrian traffic and shall also be designed to allow safe ingress and egress from the site at all times.
- h. One or more drive-up windows may be used for payment and/or pickup of product, said window or windows shall be an integral part of the principal building.
- i. No drive-up windows shall be permitted in a required yard.

IV. CHAPTER 25, PART A: PERMITTED USES TABLE OF DISTRICT REGULATIONS SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-Part A: Permitted Uses Table of District Regulations

ZONE	PERMITTED PRINCIPAL USES	PERMITTED ACCESSORY USES	PERMITTED CONDITIONAL USES
B-1	SAME AS R-T AND in addition Retail store Personal service store or studio Office or office building Business or vocational school Restaurant Bar	Required accessory parking Private garage Home occupation Home professional office Signs Vending machines	Motor vehicle fueling station Theater Public utility building or structure Telephone exchange Senior citizens housing project Hotel Private club, other than a

	<u>Fast casual restaurant</u> Massage, bodywork or somatic therapy establishment Fitness center/health club		golf club Video or amusement arcade Fast food restaurant Commercial antenna Microbreweries, craft distilleries and wineries Licensed Cannabis Retail Licensed Medical Marijuana Dispensary
B-2	Retail store Personal service store or studio Office or office building Business or vocational school Restaurant Bar <u>Fast casual restaurant</u> Massage, bodywork or somatic therapy establishment Fitness center/health club	SAME AS OB-1 AND in addition Vending machines	SAME AS B-1
P-C	Retail store Personal service store or studio Restaurant Bar <u>Fast casual restaurant</u> Motor vehicle fueling station Post office Civic center, limited to assembly hall and noncommercial indoor recreation facilities Theater on lots of 8-acre minimum Urgent care Physical therapy Fitness center/health club Home design showroom Indoor commercial recreation	Required accessory parking Required accessory truck loading spaces Private garage Signs	Video or amusement arcade Commercial antenna Microbreweries, craft distilleries and wineries

V. 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.

VI. 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.

VII. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: February 27, 2024

ADOPTED: April 9, 2024

**AN ORDINANCE AMENDING CHAPTER 3, SECTIONS 8 AND 15 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Rules of Council – Order of Business)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to revise the municipal code provision governing rules of the Township Council for the Township of West Orange. Specifically, this ordinance provides that public comment shall be fixed by Resolution of the Township Council.

II. CHAPTER 3, SECTIONS 8(b), 15.1 AND 15.2 SHALL BE AND ARE HEREBY AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

Time Limits

The Time Limit for each individual speaking at public comment shall be fixed by Resolution of the Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

**BILL RUTHERFORD,
COUNCIL PRESIDENT**

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

INTRODUCED: February 27, 2024

ADOPTED: March 12, 2024

Legislative History

The purpose of this ordinance is to revise the municipal code provision governing rules of the Township Council for the Township of West Orange. Specifically, this ordinance provides that the Township Council shall fix public comment pursuant to Resolution. This applies during public comment concerning any ordinance, resolution or other Township business. This specifically revises Section 3-8(b) which previously limited public comment to five (5) minutes; Section 3-15.1 which referred to public comment concerning ordinances and previously limited public comment to five (5) minutes; and Section 3-15.2 which also referred to public comment being limited to five (5) minutes. Most other governmental bodies limit comments so that the business of addressing Township business is heard in a timely manner. Nothing in this restriction limits an individual's right to submit written positions regarding any proposed action or issue pending before the Township. All such submissions are circulated in a timely manner and considered.

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 10, Section 2.5 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 modify the fees set forth in Chapter 10, Section 2.5 of the Revised General Ordinances of the Township of West Orange (the "Township Code") regarding the licensure of dogs to add an additional fee to be amendable by Resolution for licensure potentially dangerous dogs.

II. CHAPTER 10, SECTION 2.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§10-2.5 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled "Fees" which specifies the license fee applicable for a dog license and dog registration fee application shall be repealed and replaced by the following language:

The following fees are applicable to dog license and dog registration fee applications:

- a. The person applying for a license shall pay a fee in an amount prescribed by Resolution. These same fees shall apply and be charged with the annual renewal of each license and registration fee.
- b. In addition, a late fee in an amount prescribed by Resolution will be charged to any person who submits an application on or after March 1 of any calendar year for a renewal of a license for a dog required to be licensed under subsection § 10-2.1a. Such fee shall be charged to each late application submitted.
- c. The fee for a potentially dangerous dog license shall be set forth by Resolution in accordance with N.J.S.A. 4:19-31.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Legislative History

This Ordinance supersedes and amends Ordinance 2783-23 to add an additional fee for the licensure of potentially dangerous dogs. The fees set forth herein shall be modified by Resolution at the approval of the Township Council.

RESOLUTION

WHEREAS, Castle Rock Bar & Grill, LLC is the holder of Plenary Retail Consumption License No. 0722-33-013-002; and

WHEREAS, Castle Rock Bar & Grill, LLC has made an application for a Place-to-Place Transfer for the above-mentioned license, currently held in pocket status; and

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

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on February 1, 2024 and February 8, 2024 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on February 27, 2024 and no one appeared in opposition thereto; and

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Place-to-Place Transfer of Plenary Retail Consumption License No. 0722-33-013-002, on behalf of Castle Rock Bar & Grill, LLC t/a Castle Rock Bar & Grill and is hereby approved.

Karen J. Carnevale, R.M.C.
ABC Board Secretary/Municipal Clerk

Bill Rutherford, ABC Board Chairperson
Council President

Adopted: February 27, 2024
Effective: February 27, 2024