

1. Conference Meeting Agenda

Documents: [CA9.23.14.PDF](#)

2. Public Meeting Agenda

Documents: [PM9.23.14.PDF](#)

3. Resolution(S)

3.I. 169-14

Documents: [169-14 AWARD-EASTERN COMM.-INSTALLATION OF DIGITAL MICROWAVE COMM. SYSTEM.PDF](#)

3.II. 178-14

Documents: [178-14 RESOLUTIO TO JOIN NATIONAL COOPERATIVE.PDF](#)

3.III. 179-14

Documents: [179-14 CHANGE ORDER NO. 2-LLEWELLYN PARK-JENNE ASSOC..PDF](#)

3.IV. 180-14

Documents: [180-14 AUTHORIZING CHG. ORD..PDF](#)

3.V. 181-14

Documents: [181-14 CHANGE ORD. NO. 1 MASER CONSULTING.PDF](#)

3.VI. 182-14

Documents: [182-14 RAFFLE LICENSES-9.23.14.PDF](#)

3.VII. 183-14

Documents: [183-14 ELECTRONIC TAX SALE AGREEMENT RESOLUTION.PDF](#), [183-14 NJTLX CONTRACT - WEST ORANGE TWP \(ESX\) - 090714.PDF](#)

3.VIII. 184-14

Documents: [184-14 AUTHORIZING SUBORDINATION OF MORTGAGE-6 SEAMAN ROAD.PDF](#)

3.IX. 185-14

Documents: [185-14 AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH VERIZON WIRELESS.PDF](#), [185-14 LEASE AGREEMENT WITH VERIZON.PDF](#), [185-14 AMENDED PAGE 1 OF LEASE AGREEMENT WITH VERIZON-ATTACHMENT B.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2423-14

Documents: [2423-14 PROHIBITING CERTAIN ADVERTISING ON REAL PROPERTY AND RELATED STRUCTURES.PDF](#)

4.II. 2426-14

Documents: [2426-14 AMENDING CHPTR 2, SECT 17 DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS.PDF](#)

4.III. 2427-14

Documents: [2427-14 HANDICAPPED ORDINANCE LONGVIEW STREET AND ASHLAND AVEUE.PDF](#)

4.IV. 2428-14

Documents: [2428-14 NORTHFIELD AVENUE AND GLEN VIEW DRIVE TURN PROHIBITIONS.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2429-14

Documents: [2429-14 ORDINANCE ALTERNATE SIDE PARKING REGULATIONS  
CARY STREET 2.PDF](#)

# **COUNCIL COMMITTEE CONFERENCE MEETING**

## **AGENDA -REVISED**

**Council Chambers - 66 Main Street, West Orange, NJ**

**September 23, 2014**

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 22, 2013. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 22, 2013.

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

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6:30 P.M

**a. Proclamation -Fire Prevention Week-October 5-11, 2014**

**b. Presentation -The MTL Youth Hockey League**

**c. Presentation – Downtown West Orange Alliance**

**d. Update-Public Information Officer-Jessica Glicker**

**e. Council Liaison Announcements**

7:00 P.M.

• **Public Meeting**

**AGENDA-AMENDED**  
**September 23, 2014**  
Township of West Orange  
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 22, 2013. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 22, 2013.

**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)

1. **Pledge of Allegiance**
2. **Roll Call – Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Councilwoman Spango, Council President McCartney (Mayor Parisi)**
3. **Public Comment**
4. **\*Consent Agenda**
5. **\*Approval of Minutes of Previous Meeting** – Public Meeting September 9, 2014 and **Executive Session Minutes June 10, 2014**
6. **\*Report of Township Officers**-Municipal Judge's Report – August 2014
7. **\*Reading of Petitions and Communications and Bids**-Correspondence from Mayor Parisi reappointing Margaret E. Padavano as Municipal Judge of West Orange for a three year term effective immediately and ending September 14, 2017.
8. **\*Bills**
9. **\*Resolutions**
  - a. 169-14 Resolution to Authorize an Award of Contract to Eastern Communications Ltd., 48-14 36<sup>th</sup> Street, Long Island City, NY, 11101 for Installation of a Digital Microwave Communication System in the Amount of \$62,534.83  
**The purpose of this equipment is to provide emergency personnel a separate radio bandwidth to communicate. (Originally listed and removed from 9/9/14 agenda)**
  - b. 178-14 Resolution Authoring an Inter-local Agreement between the Township of West Orange and the Houston-Galveston Area Counsel, a Nationally Recognized Cooperative Agreement for the Purchase of Goods and Services
  - c. 179-14 Resolution Authorizing Change Order No. 2 for Jenne Associates, LLC, 1362 Crim Road, Bridgewater, NJ 08807 in the Amount of \$30,000 to Provide Additional Services for Construction Inspection Services for Llewellyn Park Roadway and Sewer Improvements  
**The funding for these services was appropriated in this year's Capital Budget and financed by Ordinance 2409-14.**
  - d. 180-14 Resolution Authorizing Change Order No. 2 for Barreto/Dowd, 100 Old Tavern Road, Howell, NJ 07731 in the Amount of \$5,066.40 for the Project Ridgeway Park Site and Landscape Improvements for Additional Services Associated with Weather Related Damage to the Gazebo, Trees and Landscaping

- e. 181-14 Resolution Authorizing Change Order No. 1 for Maser Consulting, P.A., 331 Newman Springs Road, Suite 203, Red Bank, NJ, 07701 in the Amount of \$30,000. for Additional Inspection and Contract Administration Services
- f. 182-14 Resolution Authorizing Raffle Licenses
- g. 183-14 Resolution Authorizing an Agreement with ROK Industries, Inc., d/b/a NJTaxlieninvestor.com for Internet-based Electronic Processing of Bid Information Related to the Auction Sale of Municipality's Tax Lien Certificates
- h. 184-14 Resolution Authorizing a Subordination of Mortgage in Favor of Green Tree with Respect to 6 Seaman Road, Block 151.03, Lot 10
- i. 185-14 Resolution Authorizing an Amendment to Page 1 of the Lease Agreement between NY SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon") and the Township of West Orange. The Estimate of 64 Square Feet was in Error and the Actual Space to be Leased is Approximately 45 Square Feet.

## 10. Ordinances on Second and Final Reading

- a. 2423-14 An Ordinance Amending Chapter 13, Section 4.1(a)(1) to Update the Township's Construction Permit Fee Ordinance
- b. **HELDOVER 2424-14 (Under Planning Board Review-to be heard by Township Council on October 7, 2014)**  
An Ordinance Amending Chapter 25, Section 9.12 of the Revised General Ordinances of the Township of West Orange (Hours of Operation for Business Operating in Residential Zones in the Township of West Orange)
- c. **2425-14 (to be heard by Township Council on October 21, 2014)**  
Bond Ordinance Authorizing Various Improvements in Connection with the Capital Assessment in Respect of the Joint Meeting of Essex and Union Counties in and For the Township of West Orange, In the County of Essex, NJ, Appropriating \$1,300,00 Therefor and Authorizing the Issuance of \$1,300,000 Bonds or Notes to Finance Part of the Cost Thereof
- d. 2426-14 An Ordinance Amending and Supplementing Chapter 2, Section 17 of the Revised General Ordinances of the Township of West Orange, Entitled "Department of Recreation and Cultural Affairs"
- e. 2427-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.1, Handicapped Parking on Streets of the Revised General Ordinances of the Township of West Orange-Longview Street-West, Ashland Avenue-East and West
- f. 2428-14 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-23.1, Turn Prohibitions of the Revised General Ordinances of the Township of West Orange-Northfield Ave. and Glen View Drive

## 11. Ordinances on First Reading

- a. 2429-14 An Ordinance Amending and Supplementing Chapter 7, Traffic Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, Subsection 7-14.1c, Night Parking Restricted on Certain Streets and Subsection 7-14.7, Alternate Side Parking, of the Revised General Ordinances of the Township of West Orange-Cary Street

## 12. ABC Hearing

- a. 530-14 REMOVED at the request of Robert C. Williams, Esq.
- b. 531-14 Renewal Resolution for 2014-2015 License Term (resolution to follow)

### **13. Adjournment**

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

**Agenda is subject to change.**

**RESOLUTION TO AUTHORIZE AN AWARD TO EASTERN COMMUNICATIONS, INC. FOR  
THE INSTALLATION OF A DIGITAL MICROWAVE COMMUNICATION SYSTEM**

**WHEREAS**, the Township of West Orange "Township" is responsible for the maintenance and ongoing upgrades to the Harris 800 MHz Simulcast Public Safety EDACS Radio System, and

**WHEREAS**, the purpose of this equipment is to provide emergency personnel a separate radio bandwidth to communicate; and

**WHEREAS**, this equipment is housed in three locations: West Orange Police Department Radio Room Control Point, Marcella Avenue Communications Tower, and Chetwynd Terrace Communications Tower; and

**WHEREAS**, currently there are multiple leases with the local telephone company for T-1 circuits to provide these services; and

**WHEREAS**, converting for T-1 circuits to Ethernet conductivity is the most cost efficient and a scalable system for future upgrades; and

**WHEREAS**, the Township did advertise for bids according to Local Public Contracts N.J.S.A. 40A:11-23 and did receive three (3) bids at the date and time designated (Exhibit A, attached); and

**WHEREAS**, Eastern Communications, Ltd has proposed a turnkey implementation including interface to the Township's existing Harris 800 MHz EDACS trucked radio system. EDACS technology is proprietary to Harris Corporation requiring technical support only from authorized service agencies to insure the integrity and warranty of the Township's system; and

**WHEREAS**, after technical review is have been recommended that Eastern Communications, Inc. has submitted a responsible and responsive proposal that meets all the requirements set forth in the specifications at the lowest cost.

**NOW BE IT RESOLVED** by the Council of the Township of West Orange that Eastern Communications, Ltd., 48-14 36<sup>th</sup> Street, Long Island City, New York 11101 be awarded contract to Install a Digital Microwave Communication System in the amount of \$62,534.83.

**BE IT FUTHER RESOLVED** that a purchase order will be issued and executed by the Township's Purchasing Agent with funds certified by the Chief Financial Officer.

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**Karen J. Carnevale, Municipal Clerk  
President**

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**Susan McCartney, Council**

**Adopted: September 23, 2014**

**I hereby certify funds available in account : 03-2407-14-0030-030**

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**John O. Gross, Chief Financial Officer**

**EXHIBIT A**

Bids results on August 5, 2014 - 11:00 A.M.

Installation of Digital Microwave System

**Vendors:****Pricing:**

Eastern Communications  
48-14 36<sup>th</sup> Street  
Long Island City, New York 11101

\$55,625.40 (Outdoor Solution)  
\$62,534.83 (Indoor Solution)

ProComm  
823 Uniontown Road  
Phillipsburg, NJ 08865

\$64,838.00 (Outdoor Solution)  
\$88,257.00 (Indoor Solution)

Advantech AMT Corp.  
8756 Virginia Meadows Drive  
Manassas, VA 20109

\$94,344.00

**Resolution of The Township of West Orange, County of Essex,  
State of New Jersey, Pursuant to N.J.S.A. 52:34-6. 2(b (3) to enter into a  
Interlocal Agreement with a Nationally Recognized Cooperative  
Entity for the Purpose of Purchasing Goods and Services**

**WHEREAS**, the Township of West Orange, is established and operating pursuant to N.J.S.A. 40A: 14-70 to 105; and,

**WHEREAS**, the Township of West Orange, is authorized pursuant to N.J.S.A 52:34-6.2(b) (3) to use alternative procurement methods by entering into nationally recognized Cooperative agreement, and

**WHEREAS**, Houston-Galveston Area Counsel is a regional planning commission and political subdivision of the state of Texas operating under Chapter 391, Texas Local Government Code, and

**WHEREAS**, Houston-Galveston Area Counsel is authorized to contract with eligible entities for the purchase of goods and services, and

**WHEREAS**, Houston-Galveston Area Counsel has instituted a cooperative purchasing program under which it contracts with eligible entities, and

**WHEREAS**, The Township of West Orange desires to contract with Houston-Galveston Area Counsel.

**Now, Therefore, be it Resolved that:**

1. The Purchasing Agent of the Township of West Orange is hereby authorized to execute and complete any necessary paperwork required to enter into an inter-local agreement with Houston-Galveston Area Counsel;
2. All activities under this agreement will be in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of the agreement;
3. The initial period of the agreement shall be for the balance of the calendar year;
4. The agreement shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which any payments are due under any contract entered into for the purchase of fire apparatus pursuant to this agreement;

5. The purchase of any product will be in accordance with procedures established by the Houston-Galveston Area Counsel and in accordance with The Laws of The State of New Jersey;

6. Any payments made pursuant to the agreement will be in accordance with procedures established by the Houston-Galveston Area Counsel;

7. The agreement may be amended only by a written amendment executed in accordance with procedures established by The Houston-Galveston Area Counsel;

8. The agreement may be terminated by either party at any time upon thirty (30) days written notice by certified mail to the other party to this agreement.

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Karen J. Carnevale, Municipal Clerk

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Susan McCartney, Council President

Adopted: September 23, 2014

**RESOLUTION**

**WHEREAS,** the Township of West Orange at the request of the Llewellyn Park Committee of Managers (LPCOM) is making infrastructure improvements in Llewellyn Park entitled “2012 Llewellyn Park Roadway and Sewer Improvements”, and

**WHEREAS,** the LPCOM previously obtained the services of Jenne Associates, LLC of 1362 Crim Road, Bridgewater, New Jersey 08807 to design the infrastructure improvements and to prepare specifications and bid documents; and

**WHEREAS,** the Township advertised and received bids for these improvements in accordance with the bid documents prepared by Jenne Associates, LLC dated March, 2012; and

**WHEREAS,** the Township awarded a contract to Sanitary Construction Company, Inc. of Rockaway, New Jersey to construct improvements specified in the project 2012 Llewellyn Park Roadway and Sewer Improvements in the amount of \$3,483,873.00; and

**WHEREAS,** the services of a professional engineer are required during the construction phase to provide construction inspection and contract administration services; and

**WHEREAS,** LPCOM desired Jenne Associates due to their knowledge of the project be retained for the construction phase services; and

**WHEREAS,** Jenne Associates, LLC prepared a proposal dated May 3, 2012 to provide construction phase services for a fee not to exceed \$270,000.; and

**WHEREAS,** the proposal was acceptable to the Municipal Engineer; and

**WHEREAS,** the fee of Jenne Associates is considered a project cost that will be assessed against the benefitting property owners in Llewellyn Park; and

**WHEREAS,** the award made by Township Council Resolution No. 135-12 dated June 26, 2012 in the amount of \$270,000.00 was not the subject to the fair and open bidding pursuant to the Local Public Contracts Law; and

**WHEREAS,** the Township Council authorized by Resolution an additional appropriation of \$348,387.00 for the contract with Sanitary Construction Company to perform additional roadway and sewer improvements within Llewellyn Park; and

**WHEREAS,** this additional construction work required additional services of Jenne Associates for construction inspection and contract administration; and

**WHEREAS,** Jenne Associates estimated the cost of these additional services at \$30,000.00; and

**WHEREAS,** the Township Council by Change Order No. 1 authorized additional funding for Jenne Associates LLC; and

**WHEREAS,** the Township Council by Resolution No. 175-14 dated September 9, 2014 authorized additional funding for Sanitary Construction Company, Inc., in the amount of \$545,000.00 to complete the improvements as contained in the original scope of work; and

**WHEREAS,** the additional construction work requires additional services of Jenne Associates, LLC for construction inspection and contract administration; and

**WHEREAS,** Jenne Associates, LLC estimates the cost of these additional services at \$30,000.00 as stated in their proposal of August 5, 2014; and

**WHEREAS,** this additional fee is acceptable for the LPCOM and the Municipal Engineer; and

**WHEREAS,** sufficient funds exist for this work; and

**WHEREAS,** the Township Council concurs in the foregoing.

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the firm of Jenne Associates, LLC, 1362 Crim Road, Bridgewater, New Jersey 08807 is authorized to provide additional construction phase services for the project 2012 Llewellyn Park Roadway and Sewer Improvements for an additional fee not to exceed \$30,000 as outlined in their proposal of August 5, 2014 and these additional services are known as Change Order No. 2.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and notice of this award shall be published in the West Orange Chronicle and available in the Clerk's office as required by law.

\_\_\_\_\_  
**KAREN J. CARNEVALE, MUNICIPAL CLERK  
COUNCIL PRESIDENT**

\_\_\_\_\_  
**SUSAN McCARTNEY,**

*I hereby certify funds are available from:*

**0010-020**

**ACCOUNT** **NO. 03-2358-12-**  
**\$30,000.00**

\_\_\_\_\_  
**JOHN GROSS, CHIEF FINANCIAL OFFICER**

## **R E S O L U T I O N**

**WHEREAS,** the services of the firm of Barreto/Dowd, 100 Old Tavern Road, Howell, New Jersey 07731 were obtained by the Township by Resolution No. 111-12 dated May 29, 2012 to provide professional design services for Ridgeway Park Site and Landscape Improvements on Township owned property at 55-57 Ridgeway Avenue, Block 158, Lot 39 for a fee of \$35,000.00; and

**WHEREAS,** in May 2013 by Resolution, Change Order No. 1 was approved which authorized an additional \$3,000.00 to Barreto/Dowd for reimbursable expenses associated with printing bid documents and bid plans; and

**WHEREAS,** a construction contract in the amount of \$406,481.00 was awarded to Scalora Brothers, Inc., T/A Scalora Landscaping, 382 Lackawanna Place, South Orange, New Jersey 07079 for site and landscape improvements in Ridgeway Park; and

**WHEREAS,** during the course of construction the Township and Barreto/Dowd determined the gazebo located within the Park was damaged during Hurricane Sandy, and the structure needed to be redesigned and reconstructed; and

**WHEREAS,** Change Order No. 1 in the amount of \$25,000.00 was issued to Scalora Landscaping for the cost to reconstruct the gazebo; and

**WHEREAS,** after the severe winter of 2013/2014 additional damage to trees and landscaping were evident in Ridgeway Park which needed to be inspected and evaluated by the Park's Designer, Barreto/Dowd; and

**WHEREAS,** Barreto/Dowd incurred additional expenses related to weather damage which required the redesign of the gazebo and the reinspection of trees and landscaping that were not part of their original proposal; and

**WHEREAS,** these additional fees total \$5,066.40 which consisted of 24 billable hours for the design and inspection of the gazebo, six billable hours for the inspection of trees and landscaping both at an hourly fee rate of \$158.88 plus \$300.00 for reimbursable expenses; and

**WHEREAS,** the Township Engineer recommends authorizing the funds for these additional services as Change Order No. 2 with the firm Barreto/Dowd; and

**WHEREAS,** the original award herein was not subject to the fair and open bidding pursuant to the Local Public Contracts Law; and

**WHEREAS,** sufficient funds exist in the Capital Budget for this work; and

**WHEREAS,** the Township Council concurs in the foregoing.

**NOW, BE IT HEREBY RESOLVED,** by the Township Council of the Township of West Orange that Change Order No. 2 with Barreto/Dowd of 100 Old Tavern Road, Howell, New Jersey in the amount of \$5,066.40 including reimbursable expenses which funds shall be paid for from the Capital Budget for Design-Ridgeway Avenue be approved.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and notice of this Change Order shall be published and available in the Clerk's office as required by law.

\_\_\_\_\_  
**KAREN J. CARNEVALE, MUNICIPAL CLERK**  
**COUNCIL PRESIDENT**

\_\_\_\_\_  
**SUSAN McCARTNEY,**

**Adopted: September 23, 2104**

***I hereby certify funds are available from:***  
**2084-103**

**ACCOUNT NO. 03-2217-22-**  
**DESIGN-BUILDING**

\_\_\_\_\_  
**JOHN GROSS, CHIEF FINANCIAL OFFICER**

## **R E S O L U T I O N**

**WHEREAS,** the Township awarded a Professional Services Contract to Birdsall Services Group of Eatontown, New Jersey in the amount of \$212,250.00 for engineering inspections and contract administration for the Downtown Streetscape and Traffic Improvements Program; and

**WHEREAS,** the Township entered into a contract with Conquest Industries, LLC, 32 Woodland Avenue, Westwood, New Jersey 07675 to construct the improvements associated with the Downtown Streetscape and Traffic Improvement Program; and

**WHEREAS,** during the course of construction, delays in the work caused directly by Conquest Industries, LLC caused additional expenses for the Township to provide Uniform Police Traffic Directors and inspection and administration services of Birdsall Services Group; and

**WHEREAS,** the Township entered into a Stipulation of Settlement Agreement with Conquest Industries, LLC which required Conquest Industries, LLC to reimburse the Township \$60,000.00 for costs the Township incurred as a direct result of delays by Conquest Industries LLC; and

**WHEREAS,** one half of the \$60,000.00, or \$30,000.00, was due to the costs associated with additional construction inspections and contract administration by Birdsall Services Group; and

**WHEREAS,** the contract of Birdsall Services Group was assumed by and assigned to Maser Consulting, P.A, 331 Newman Springs Road, Suite 203, Red Bank, New Jersey 07701 by the United States Bankruptcy Court, District of New Jersey; and

**WHEREAS,** to compensate Maser Consulting, P.A. \$30,000.00 for additional inspections and contract administration a Change Order is required; and

**WHEREAS,** the Municipal Engineer recommends Change Order No. 1 with Maser Consulting, P.A. in the amount of \$30,000.00 for additional inspections and contract administration performed by Birdsall Services Group, the predecessor to Maser Consulting, P.A.

for this contract; and

**WHEREAS**, funds for this Change Order are payable from the funds collected by the Township from Conquest Industries, LLC as part of the Stipulation of Settlement Agreement with the Township; and

**WHEREAS**, the Township Council concurs in the foregoing.

**NOW, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that Change Order No. 1 in the amount of \$30,000.00 be approved for Maser Consulting, P.A. , 331 Newman Springs Road, Suite 203, Red Bank, N.J. 07701 for additional inspection and contract administration services required due to delays directly caused by Conquest Industries, LLC, the contractor for the Downtown Streetscape and Traffic Improvement Program.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and notice of this award shall be published in the West Orange Chronicle and available in the Clerk's office as required by law.

\_\_\_\_\_  
**KAREN J. CARNEVALE, MUNICIPAL CLERK**  
**COUNCIL PRESIDENT**

\_\_\_\_\_  
**SUSAN McCARTNEY,**

**Adopted: September 23, 2014**

***I hereby certify funds are available from: ACCOUNT NO.*** \_\_\_\_\_

\_\_\_\_\_  
**JOHN GROSS, CHIEF FINANCIAL OFFICER**

**RESOLUTION-Amended**

**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):

| <b><u>Organization</u></b>                          | <b><u>Date of Event</u></b> | <b><u>Place</u></b>     | <b><u>RL #</u></b> |
|-----------------------------------------------------|-----------------------------|-------------------------|--------------------|
| W.O.H.S. Music Boosters<br>On Premise 50/50         | 10.11.14                    | 51 Conforti Avenue      | 7117               |
| Livingston Education Fdn.<br>On Premise 50/50       | 10.10.14                    | 350 Pleasant Valley Way | 7118               |
| COPE Center, Inc.<br>On Premise 50/50               | 10.17.14                    | 26 Prospect Avenue      | 7119               |
| St. Peters Prep<br>Parents Assoc.<br>Tricky Tray    | 11.23.14                    | 481 Eagle Rock Ave.     | 7120               |
| St. Peters Prep Parents Assoc.<br>On Premise 50/50  | 11.23.14                    | 481 Eagle Rock Ave.     | 7121               |
| St. Peters Prep Parents Assoc.<br>Off Premise 50/50 | 11.23.14                    | 481 Eagle Rock Ave.     | 7122               |
| Family Intervention Svcs. Inc.<br>Casino Night      | 11.1.14                     | 350 Pleasant Valley Way | 7123               |
| Family Intervention Svcs. Inc.<br>Tricky Tray       | 11.1.14                     | 350 Pleasant Valley Way | 7124               |

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**Susan McCartney**  
**Council President**

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**Karen J. Carnevale**  
**Municipal Clerk**

**Adopted: September 23, 2014**

RESOLUTION

**WHEREAS,** the Township of West Orange desires to participate in the Electronic Tax Sale Pilot Program; and

**WHEREAS,** the governing body has authorized the Tax Collector to complete the application and submit same to the Director of the Division of Local Government Services; and

**WHEREAS,** the Director of the DLGS has approved the application for Township of West Orange to participate in this program; and

**WHEREAS,** the Township of West Orange desires to enter into an agreement with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-based electronic processing of bid information related to the auction sale of Municipality's Tax Lien Certificates.

**THEREFORE, IT IS HEREBY RESOLVED,** that the Township Council authorizes the Mayor to execute the attached Agreement.

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**Susan McCartney**  
Council President

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**Karen J. Carnevale**  
Municipal Clerk

**Adopted: September 23, 2014**

**I hereby certify funds are available from:**

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**ACCOUNT NO.**

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**John O. Gross, Chief Financial Officer**

## AGREEMENT FOR SERVICES

This agreement ("**Agreement**") entered into as of [\_\_\_\_], 2014 (the "**Effective Date**"), between the Township of West Orange, Essex County, a municipal subdivision of the State of New Jersey ("**Municipality**"), and ROK Industries, Inc. d/b/a NJTaxlieninvestor.com ("**Contractor**"), for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("**Tax Certificates**").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "**DCA**") pursuant to N.J.S.A. 54-5-19.1(c) established an electronic tax sale pilot program as of February 15, 2011 (the "**Pilot Program**"), with certain requirements, practices and procedures developed by the DCA; and

WHEREAS, Municipality desires to participate in the Pilot Program.

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinabove and hereinafter set forth, the parties hereby agree as follows:

### 1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date, and the Agreement shall automatically renew for additional one year periods thereafter unless terminated. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

### 2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the "**Services**") for Tax Certificates for the Municipality.

B. The Contractor shall provide a host server (the "**Server**") for the Web Site. As used herein, the term "**Web Site**" shall mean an Internet web site that Contractor will make available to Municipality under this Agreement. The Web Site will utilize Contractor's proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use its commercially reasonable efforts to make the Web Site available during all regular business hours and shall not schedule planned maintenance downtime to occur during regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators (“**Auction Administrator(s)**”) and the technical support necessary to facilitate the Municipality’s conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality will select the auction start date, end date and batch size as well as the auction’s administration and execution, including but not limited to management or retrieval of user registration information and auction results.
- ii. Granting and denying various degrees of access privileges to users and Municipality’s employees to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, “**Bidders**”).
- v. Providing telephone and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality’s request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, which Bidders will be required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. The Contractor may, in its sole discretion, provide additional ancillary services through the Web Site to Bidders that are intended to assist such Bidders in evaluating any or all of the Tax Certificates to be sold. Such services may include without limitation:

- i. Hyperlinks on the Web Site to third party sites that contain additional information about the delinquent accounts or properties that are the subject of the tax sale;
- ii. Additional information about the delinquent accounts or properties that are the subject of the tax sale – i.e., information that is not

provided by the Municipality as part of its tax sale. If such services are offered by Contractor through the Web Site, Contractor may (in its sole discretion) elect to charge Bidders and/or auction participants for such services. The Municipality will **not** be charged any fees for such services; and

- ii. Analytical tools, such as search, sort, upload, download and other report customization features.

G. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

H. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results after they are approved for release by Municipality.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications,

Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

**3. Cooperation by Municipality.** Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor of the actual date scheduled for each tax certificate sale on the Web Site at least 60 days prior to such date, and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

**4. Payment for Services.**

A. The Contractor will be paid based upon invoices submitted to the Municipality by the Contractor after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, Contractor shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of the invoice date, and such invoices shall show the Contractor's Municipality Contract number, and the Contractor's federal identification number, in addition to any other information that may be reasonably required by the Municipality. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the Municipality.

D. Unless otherwise provided on Contractor's invoice or other instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

ROK Industries, Inc.  
d/b/a NJTaxlieninvestor.com  
Attn: Igor Roitburg  
306 Harlingen Road  
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

**5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.**

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use its commercially reasonable efforts to make such corrections available within 36 hours, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any

applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site or the Pilot Program. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

**6. Confidentiality; Proprietary Information.**

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions

similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

**7. Limited Agency Created; No Third Party Beneficiaries Intended.** For the purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

**8. Force Majeure.** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

**9. Entire Understanding; Amendments.** This Agreement constitutes the entire

understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

**10. Assignment.** Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with notice to Municipality within thirty (30) days after such assignment.

**11. Governing Law; Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey. The Contractor agrees that the venue for any and all claims between the parties arising from this Agreement shall be in the federal or state courts in and for Somerset County, New Jersey.

**12. Severability.** If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**13. Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission or email of a PDF document. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile or email of a PDF document shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality:

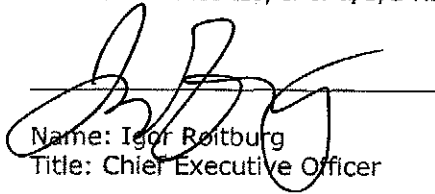
Township of West Orange, Essex County

Name: \_\_\_\_\_

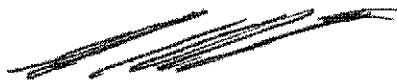
Title: \_\_\_\_\_

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Additional signature page follows.]*

For ROK Industries, Inc. d/b/a NJTaxlienInvestor.com:

  
Name: Igor Reitburg  
Title: Chief Executive Officer

For RealAuction.com

  
Name: LLOYD E MCCLENDON <sup>III</sup>  
Title: MANAGING MEMBER

September 23, 2014

**RESOLUTION**

**WHEREAS**, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Cynthia Ventola (the "Owner") residing at 6 Seaman Road, Block 151.03, Lot 10 (the "Property"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated August 29, 2007 and recorded in the Essex County Register's Office on September 20, 2007 in Book 12088, Page 7277 (the "WOHRP Mortgage"); and

**WHEREAS**, there is a first mortgage on the Property from Green Tree Servicing, LLC ("Green Tree") in the outstanding amount of One Hundred and Thirty-Two Thousand, One Hundred Thirty-Six Dollars and Forty Five Cents (\$132,136.45) (the "First Mortgage"); and

**WHEREAS**, the Owners desires to refinance their home and obtain a new mortgage loan from Green Tree in an amount not to exceed One Hundred and Thirty-Three Thousand, Five Hundred Dollars (\$133,500.00), and with an interest rate of 4.5% (the "New Mortgage"); and

**WHEREAS**, the New Mortgage will pay off the First Mortgage; and

**WHEREAS**, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

**WHEREAS**, based on the amount of the New Mortgage and the appraisal accepted by Green Tree, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage in favor of Green Tree with respect to the Property and the Owners; and be it further

**RESOLVED**, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage.

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**Karen J. Carnevale**  
Township Clerk

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**Honorable Susan McCartney**  
Council President

**Adopted: September 23, 2014**

**RESOLUTION**

**WHEREAS**, on or about July 22, 2012 a resolution was passed authorizing the execution of a lease agreement between New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) and the Township of West Orange (the “Township”) (annexed hereto as Attachment “**A**”) allowing Verizon to utilize approximately sixty-four (64) square feet on the roof of the Township of West Orange (the “Township”) administrative building located at 66 Main Street (“Town Hall”) for the installation, operation and maintenance of small network nodes, antennas, wires, conduits and pipes; and

**WHEREAS**, the estimate of sixty-four (64) square feet was in error and the actual space to be leased is actually approximately forty-five (45) square feet; and

**WHEREAS**, Verizon and the Township seeks to substitute the first page of the lease agreement with a substituted first page reflecting that the space utilized by Verizon will be forty-five (45) square feet instead of sixty-four (64) square feet;

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that the Mayor shall be and hereby is authorized to execute his initials on the Amended Page 1 of the Lease Agreement annexed hereto as Attachment “**B**”, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

**BE IT FURTHER RESOLVED**, that the original fully executed copy of the Amended Page 1 of the Lease Agreement shall be maintained by the Municipal Clerk to replace the original Page 1 of the Lease Agreement already maintained.

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**Karen J. Carnevale**  
Township Clerk

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**Honorable Susan McCartney**  
Council President

**Adopted: September 23, 2014**

# Attachment “A”

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

### LEASE AGREEMENT

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

### WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

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

which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

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

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

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

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

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

LESSOR:

THE TOWNSHIP OF WEST ORANGE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS

*[Signature]*

LESSEE:

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

By: Cellco Partnership, its general partner

By: \_\_\_\_\_

David R. Heverling

Its: Area Vice President Network

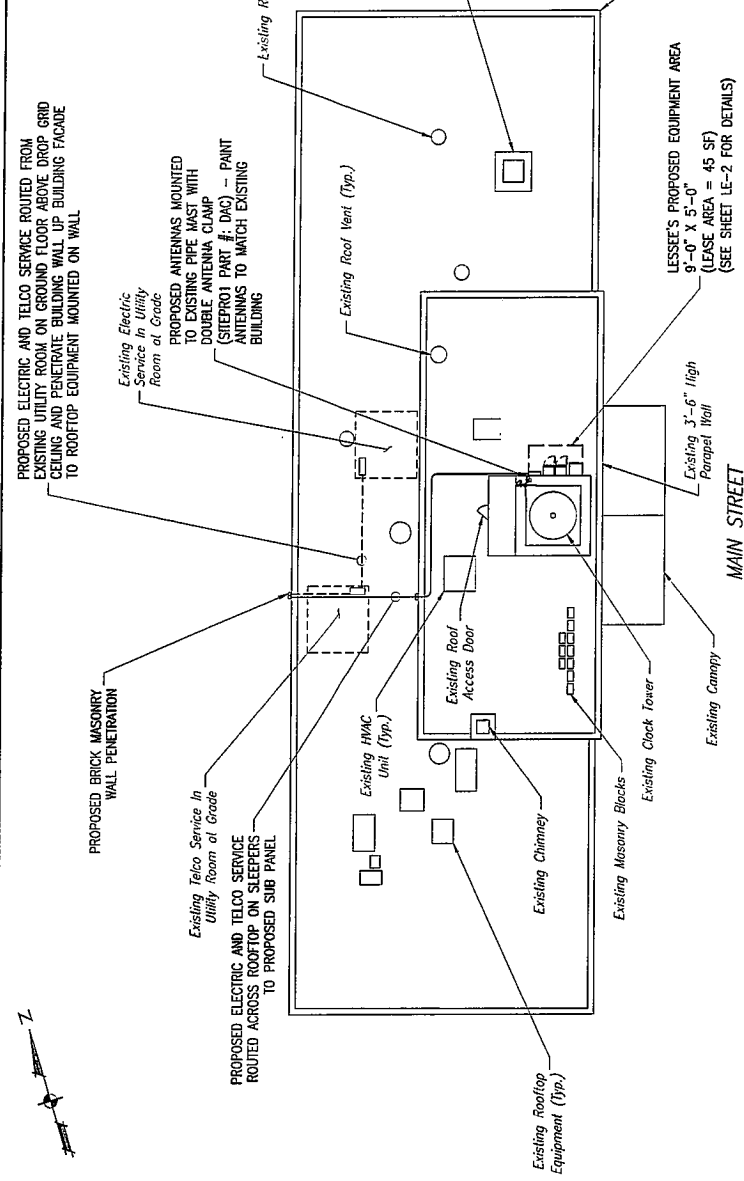
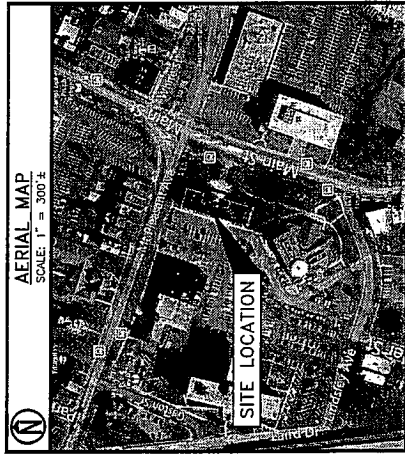
Date: \_\_\_\_\_

WITNESS

\_\_\_\_\_

**EXHIBIT "A"**

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



ROOF PLAN



LEGEND

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

GENERAL NOTES:

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

SITE INFORMATION:

- PROPERTY OWNER/LESSOR: TOWNSHIP OF WEST ORANGE, 66 MAIN STREET, WEST ORANGE, NEW JERSEY 07060  
OWNER CONTACT: JACK SAVERS  
OWNER CONTACT PHONE #: (973) 325-4050
- LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, 141 INDUSTRIAL PARKWAY, BRANCHBURG, NJ 08876
- SITE ADDRESS: 66 MAIN STREET, WEST ORANGE, NEW JERSEY  
BLOCK & LOT: BLOCK: 67 - LOT: 1
- ZONING DISTRICT: B-1
- SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14.
- THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE LESSEE'S PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

EXHIBIT "A"

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

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

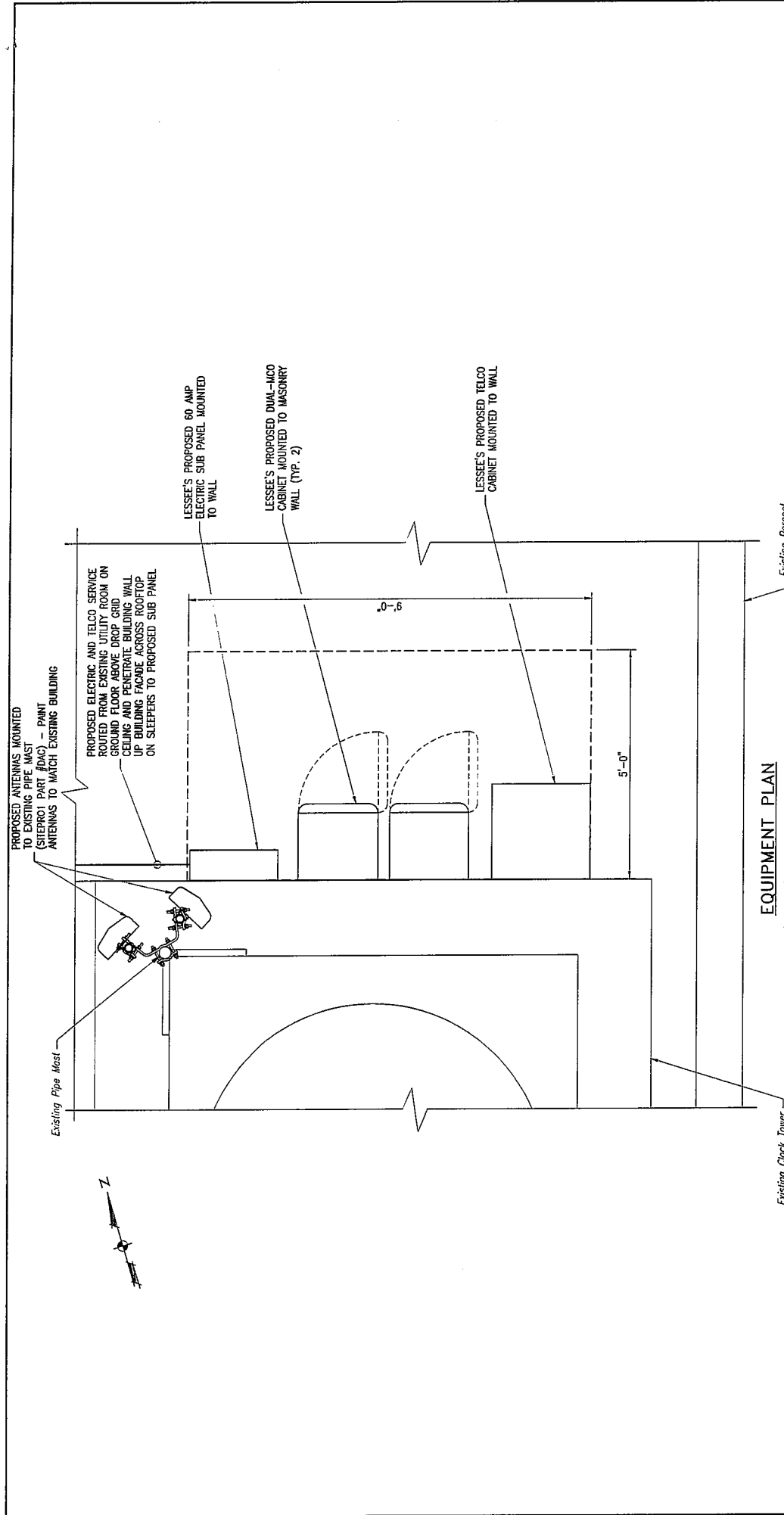
141 INDUSTRIAL PARKWAY  
BRANCHBURG, NJ 08876

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

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

MASER JOB NO. 14907023A

LE-1



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

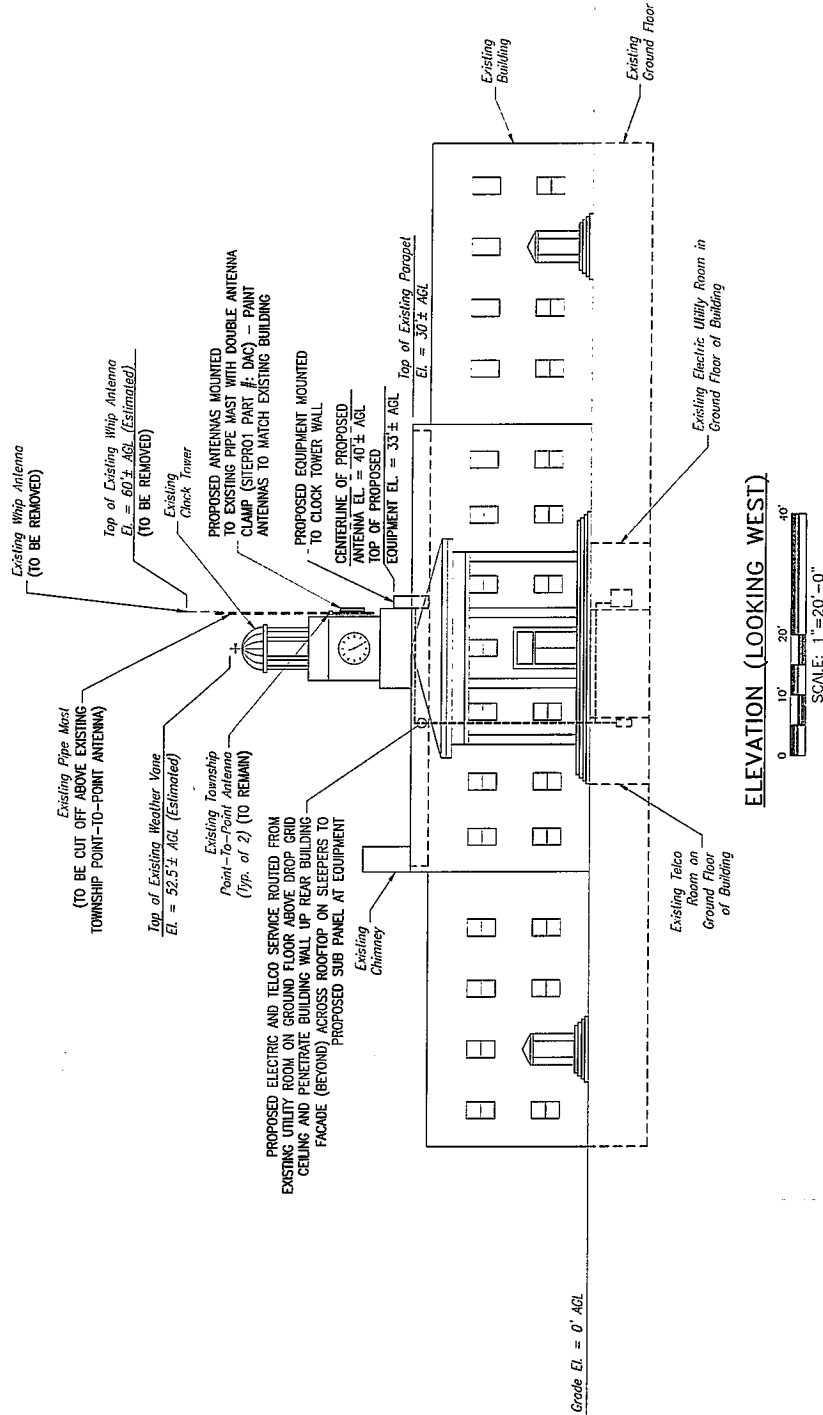
**NEW YORK SMSA  
LIMITED PARTNERSHIP**  
d/b/a **verizon wireless**  
141 INDUSTRIAL PARKWAY  
BRANCHBURG, NJ 08876

**MASER**  
Consulting, Municipal & Environmental Engineers  
P.C.  
New Jersey - New York - Pennsylvania - Virginia  
400 Valley Road, Suite 300  
Hill, New Jersey 07036-3110  
COA# 24GA2798500

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

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

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



ELEVATION (LOOKING WEST)

EXHIBIT "A"

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

WEST ORANGE  
MT. PLEASANT AVENUE SC

86 MAIN STREET  
WEST ORANGE, NEW JERSEY

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

**MASER**  
CONSULTING, INC.  
Consulting, Municipal & Environmental Engineers  
New Jersey - New York - Pennsylvania - Virginia  
Customer Service: 800-368-3655  
400 Valley Road, Suite 204  
Mt. Pleasant, NJ 08876  
973-982-3110

COA# 24GA27985500  
SHEET NO. LE-3

MASER JOB NO. 14907023A

# Attachment “B”

## LEASE AGREEMENT

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

### WITNESSETH

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

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

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

**AN ORDINANCE AMENDING CHAPTER 13, SECTION 4.1(a)(1) TO UPDATE  
THE TOWNSHIP'S CONSTRUCTION PERMIT FEE ORDINANCE**

**I. PURPOSE**

**WHEREAS**, the Township of West Orange (the "Township") intends to update its Building Subcode Fees within its Construction Permit Fee Ordinance to correct a long-standing typographical error; and

**WHEREAS**, the Township Construction Official has suggested that the Building Subcode Fees be updated as proposed below;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, in the County of Essex and State of New Jersey, that Chapter 13, Section 4.1(a)(1) of the Township Code shall be and hereby is re-affirmed and re-adopted, and is hereby amended as follows:

**II. AMENDMENTS**

**13-4.1 Construction Permit Fee.**

The fee for a construction permit shall be the sum of the subcode fees listed in paragraphs a. and b. hereof and shall be paid before the permit is issued.

- a. *Building Subcode Fee.* The building subcode fee shall be:
  1. For new construction and additions, \$0.025 per cubic foot of building or structure volume, provided that the minimum fee shall be one hundred twenty-five (\$125.00) dollars, and certificate of occupancy, fifty (\$50.00) dollars.

**III. REPEAL OF CONFLICTING ORDINANCES**

Any Ordinances of the Township 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.

---

**Honorable Susan McCartney  
Council President**

---

**Honorable Robert D. Parisi  
Mayor**

---

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

**Introduction: September 9, 2014**

**Adopted: September 23, 2014**

### **LEGISLATIVE HISTORY**

This legislation is intended to update the Township's Building Subcode Fees within its Construction Permit Fee Ordinance to correct a long-standing typographical error. On May 23, 2000, Ordinance No. 1703-00 was adopted, which provided that the Building Subcode Fee for new construction would be \$0.018 per cubic foot of building or structure volume. On April 26, 2005, Ordinance No. 2012-05 was adopted, which increased the Building Subcode Fee for new construction to \$0.025 per cubic foot of building or structure volume. On October 2, 2007, Ordinance No. 2146-07 was adopted, which added a flat fee to be charged for retaining walls, shed type structures and swimming pools, and declared that the maximum fee that can be charged for obtaining a temporary certificate of occupancy is \$30.00, in accordance with State regulations. However, in Ordinance No. 2146-07, a decimal point was misplaced, mistakenly changing the Building Subcode Fee for new construction to \$0.25 per cubic foot of building or structure volume, increasing that fee by 100 times. The Construction Official has stated that the actual fee charged has been \$0.025 per cubic foot of building or structure volume since he started working for the Township in 2006. It has recently come to the Construction Official's attention that the fee listed in the Ordinance is incorrect. Thus, the proposed ordinance would correct the typographical error.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SECTION 17 OF THE  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED  
“DEPARTMENT OF RECREATION AND CULTURAL AFFAIRS .”**

**BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, in the County of Essex and State of New Jersey, that Chapter 4, Section 33 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

**I. PURPOSE**

The purpose of this Ordinance is to avoid duplicating the prohibition of behavior already proscribed in criminal statutes, to revise the Township park ordinances to better reflect community standards of acceptable behavior, and to cultivate a more peaceful, family-friendly environment in local parks.

**II. CHAPTER 2, SECTION 17 SHALL BE AND HEARBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:**

**2-17.1 Department Generally.**

- a. There shall be a Department of Recreation and Cultural Affairs, the head of which shall be the Director. Prior to his/her appointment, the Director shall have a bachelor's degree from a recognized college or university, with specialized training in recreation or a related field, and at least four (4) years of experience in public recreation administration. The requirement of a bachelor's degree may be waived if a candidate for the position of Director has at least fifteen (15) years experience and training in the field of public recreation.
- b. At any time wherein the position of Director of Recreation and Cultural Affairs is vacant the duties of the Director of Recreation and Cultural Affairs, in part or in total, may be performed by a Deputy Department Head of Recreation. He/she shall receive such compensation as may be fixed by ordinance.

Any references within this section to a Recreation Director shall mean the Director of Recreation and Cultural Affairs or a Deputy Department Head of Recreation as the Director of Recreation and Cultural Affairs.

(1972 Code § 2-12.1; Ord. No. 888-87 § 1; Ord. No. 2307-11 § II)

**2-17.2 Residency.**

The Director of Recreation shall be a bona fide resident of the Township. A bona fide resident, for the purpose of this section, is a person having a permanent domicile within the Township and one which has not been adopted with the intention of again taking up or claiming a previous residence outside the Township limits. The Director need not be a full time resident at the time of appointment but shall establish bona fide residence in the Township within one (1) year of appointment or be dismissed from office. (1972 Code § 2-12.2; Ord. No. 888-87 § 2)

### **2-17.3 Advisory Committee; Program.**

The Mayor shall appoint a Citizen's Advisory Committee on Recreation to advise and consult with the Superintendent. With the aid and assistance of the Committee, the Director shall plan and develop recreational facilities; promote and direct an all year program of cultural and leisure time activities for children, youth and adults; provide for the optimum coordination and development of public and private recreational facilities and programs. (1972 Code § 2-12.3)

### **2-17.4 Department; Functions.**

The Department of Recreation and Cultural Affairs shall:

- a. Administer and operate parks, playgrounds and playfields and facilities for indoor and outdoor sports, athletic and recreational programs and activities for children and adults.
- b. Sponsor and administer cultural and recreational programs and activities in cooperation with other public and private agencies and organizations, and provide specialized programs for the aged, the handicapped and other special purposes.
- c. Employ and instruct the Department of Public Works with respect to the maintenance and repair of public buildings and grounds used, controlled or managed for recreational purposes by the Division.  
(1972 Code § 2-12.4; Ord. No. 363-75 § 1; Ord. No. 390-76 § 1; Ord. No. 478-78, A 1)

### **2-17.5 Regulations.**

The following acts are expressly prohibited and/or regulated by the Recreation Department and shall require enforcement under Chapter IV. The following such acts are prohibited and/or regulated:

- a. Other than in regulated parking areas, no vehicle shall be allowed within any park owned by the Township or under its jurisdiction at any time except for emergency vehicles or others with written permission from the Recreation Director.
- b. It shall be strictly prohibited for one to start or maintain a fire of any kind or to use barbecue equipment of any kind in any park owned by the Township or under its jurisdiction or on other Township owned or maintained property.
- c. It shall be strictly prohibited for one to operate a powered flight model in any park owned by the Township or under its jurisdiction or on other Township owned or maintained property.
- d. It shall be unlawful for a person to enter into any park owned by the Township or under its jurisdiction or on other Township owned or maintained property and post bills of any sort without the express permission of the Recreation Director.
- e. A permit shall be required for organized group/team practices, games and/or activities. All permits are issued through the Recreation Department. This shall include all recreational facilities and open space located within the parks and playgrounds deemed to be under the jurisdiction of the Recreation Department. The Recreation Department shall establish reasonable guidelines, policies, and prohibitions for the issuance of said permits.
- f. The use of all recreational facilities under the jurisdiction of the Recreation Department for financial gain by businesses, organizations, and individuals shall be prohibited without the written permission of the Recreation Department.
- g. Scholastic games and practices shall have priority over all other users including those who may have previously occupied the park area.
- h. Bike riding, roller blading, skateboarding and the use of any and all riding devices utilizing wheels or rollers are prohibited on all hard court surfaces within any Recreation facility.

- i. People are prohibited from wearing hard sole shoes on the tennis courts within any Township park. Additionally, the use of metal spiked or cleated footwear is prohibited on all artificial or synthetic surfaces.
- j. There shall be one (1) hour time limit for the use of the tennis courts when other players are waiting to use the tennis courts.
- k. The Recreation Department may charge and collect in advance a reasonable fee for admission to or use of facilities, programs, or activities as specifically authorized by Resolution of Council.
- l. Golfing activities are prohibited in all Recreation Department facilities.
- m. Abusive language and actions are prohibited in all Recreation Department facilities.
- n. The possession, use, and/or consumption of alcohol is prohibited in all Recreation Department facilities without the written permission of the Recreation Director.
- o. Smoking of cigarettes and use of tobacco products within or adjacent to public parks, playgrounds and ballfields under the jurisdiction of the Recreation Department is prohibited.
- p. Excessive noise is prohibited at all times.
- q. All dogs must be leashed within the confines of all Recreation Department facilities. Furthermore, dogs shall be prohibited from being inside the confines of a Kiddie Park, as defined herein.
- r. No littering or dumping is permitted. Dumpsters located within all Recreation Department facilities are restricted to municipal use only.
- s. All activities that endanger the health, safety or welfare of others, or that breach the public peace, are prohibited at all times.

(1972 Code § 2-12.5; Ord. No. 1722-00 § 1)

#### **2-17.6 Public Parks; Hours and Regulations.**

- a. The following public parks of the Township, and the parking areas located within or adjacent thereto, shall be closed to the public and for parking of any vehicles between the hours of 10:00 p.m. and 6:00 a.m. prevailing time unless otherwise posted.
  - 1. Byrne Memorial Park;
  - 2. Colgate Field;
  - 3. Degnan Memorial Field;
  - 4. Stagg Field;
  - 5. Lafayette Playground;
  - 6. William E. Boland Park;
  - 7. O'Connor Park;
  - 8. Jenkins Playground;
  - 9. Rolling Green Tennis Courts;
  - 10. Minish Park;
  - 11. Gilbert Place;

12. Club Boulevard Playground;

13. Ridgeway Avenue Park.

Any and all future parks under the jurisdiction of the Municipal government of the Township of West Orange.

- b. It shall be unlawful for any person to enter in or upon, occupy, be present in or park any vehicle, or suffer or permit to be parked any vehicle in the aforesaid public parks, or parking areas located in or adjacent thereto, between the hours of 10:00 p.m. and 6:00 a.m., prevailing time, and it shall be unlawful for any person or persons to at any time remove, damage, mutilate, deface or destroy any barricade, chain, notice, sign or other object used to block the entrance to the aforesaid public parks or parking areas, or indicating that the parks or parking areas are closed.
- c. Nothing herein contained shall be deemed or construed to apply to:
  - 1. Personnel of the Township engaged in or conducting Township business in any public park or parking area.
  - 2. Any group or organization holding a permit to conduct an activity in such park or parking area for a period specifically prohibited.
  - 3. Any person found in a park or parking area by reason of an unusual or unforeseen emergency.
- d. There are areas within each park listed in subsection 2-17.6a, except for Rolling Green Tennis Courts, that contain playground apparatus. These areas are considered "Kiddie Parks." "Kiddie Parks" are to be used by children under the age of twelve (12) years old and under the supervision of an adult.
- e. It shall be unlawful for any person, regardless of age, to enter in or upon, occupy, be present in or park any vehicle, or suffer or permit to be parked any vehicle in any of the "Kiddie Parks," or the parking area located in or adjacent thereto, after 10:00p.m.  
(1972 Code § 2-12.6; Ord. No. 313-74, S 1; Res. 2416-76; New; Ord. No. 1722-00 § 2)

#### **2-17.7 Use of Facilities by Non-Residents; Rules and Regulations; Exceptions.**

- a. Township owned playgrounds, fields and other recreation facilities shall only be utilized by bona fide residents of West Orange.
- b. The Department of Recreation shall promulgate rules and regulations designed to carry out the intent and purpose of this subsection.
- c. The provisions of this subsection shall not apply to any recreation facility wholly or partially constructed or improved with New Jersey Green Acres trust funds.  
(Ord. No. 1527-98)

#### **2-17.8 Registration Policy for Participation in All Recreation Programs.**

Each and every time a West Orange resident completes a registration form for participation in a Township of West Orange Recreation Program, the resident must provide documents to demonstrate (i) Parent/guardian proof of identity and residency (ii) Child's proof of identity and school enrollment status.

- a. Proof of parent/guardian identity and residency by providing one of the following documents:
  - 1. Valid New Jersey Division of Motor Vehicle Driver's License showing a West Orange address;
  - 2. Valid New Jersey Division of Motor Vehicles ID Card showing a West Orange address;
  - 3. Valid West Orange Recreation Department ID Card.

- b. Child's Documentation. Both of the following documents must be provided:
  - 1. Child's birth certificate; and
  - 2. Child's most recent report card.
- c. *Proof of Custodial Situations.* Legal and binding court documents and/or a correspondence or document signed by an attorney-at-law attesting to the custodial situation shall constitute sufficient proof of the custodial situation.  
(Ord. No. 2148-07 § II; Ord. No. 2219-09 § II)

## **2-17.9 Penalties**

Any person or entity that violates any of the provisions of Sections 2-17.5 through 2-17.8 or any rule or regulation expounded pursuant hereto shall be subject to the replacement, repair or restoration of any damaged park or recreation area property and shall be liable to a penalty as follows:

- a. First offense: twenty-five dollars (\$25).
- b. Second offense: fifty dollars (\$50).
- c. Third offense: one hundred dollars (\$100).

## **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.

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**Robert D. Parisi, Mayor**

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**Susan McCartney, Council President**

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**Karen J. Carnevale, Municipal Clerk**

**Introduced: September 9, 2014**

**Adopted: September 23, 2014**

Approved as to form on the basis of the facts provided:

### **Legislative History**

The purpose of this Ordinance is to avoid redundancies between regulations found in the Municipal Code and proscriptions already contained in relevant criminal statutes. Additional purposes for revisions include: a desire to have the regulations reflect shared community standards of satisfactory behavior and to cultivate a tranquil environment in the local parks. In order to prevent redundancies between Municipal Code regulations and related criminal statutes, it is desired to eliminate regulations pertaining to vandalism and other behaviors already outlawed by criminal statute. In order to cultivate a more tranquil environment in the local parks, it is necessary to explicitly proscribe excessive noise, abusive language, cigarette smoking and other analogous behaviors that present a persistent source of annoyance or imperil the health, safety, and welfare of residents. The Director of Recreation and the Chief of Police have both recommended the changes herein.

**AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1,  
HANDICAPPED PARKING ON STREETS,  
OF THE REVISED GENERAL ORDINANCES OF  
THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-32.1, Handicapped Parking on Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

| Name of Street                                                            | Side        | No. of<br>Spaces | Location                                                                                                  |
|---------------------------------------------------------------------------|-------------|------------------|-----------------------------------------------------------------------------------------------------------|
| <b>Longview Street<br/>the<br/><br/>Lindsley<br/><br/>feet southerly.</b> | <b>West</b> | <b>1</b>         | <b>Beginning 151 feet south of<br/>southerly curblin of<br/><br/>Avenue extended and<br/>extending 22</b> |
| <b>Ashland Avenue<br/>the<br/><br/>extending 18 feet</b>                  | <b>East</b> | <b>1</b>         | <b>Beginning 50 feet north of<br/>northerly curblin of Park<br/>Avenue and<br/>northerly.</b>             |
| <b>Ashland Avenue<br/>the<br/><br/>extending 18 feet</b>                  | <b>West</b> | <b>1</b>         | <b>Beginning 100 feet north of<br/>northerly curblin of Park<br/>Avenue and<br/>northerly.</b>            |

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

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**Robert D. Parisi, Mayor**

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**Susan McCartney, Council President**

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**Karen J. Carnevale, Municipal Clerk**

**Introduced: September 9, 2014**

**Adopted: September 23, 2014**

### **LEGISLATIVE HISTORY**

This Ordinance creates three on street handicapped parking spaces, known as Restricted Parking Spaces under N.J.S.A 39:4-197.5, to assist two residents with Disabled Persons Identifications issued by the New Jersey Motor Vehicle Commission. One of the spaces will be created on the westerly side of Longview Street, a public street within the Hutton Lafayette Garden Apartment Complex, in the vicinity of number 63, and the other two spaces will be created on Ashland Avenue just north of Park Drive in the vicinity of the apartment building at 31-33 Park Avenue where the other resident resides. These stalls will also serve the Physician's office at 35 Park Avenue. Both these properties are corner lots with frontage along Ashland Avenue. These three stalls will not be Restricted Parking Zones established under Subsection 7.32.2 pursuant to N.J.S.A. 39:4-197.5 which are on street handicapped parking stalls established in front of a residence for the exclusive use of a resident of that home with a Disabled Persons Identification. A complex of multifamily buildings prevents this on Longview Street and the overnight parking prohibition on Park Avenue does not make it practical to place such a stall there. These stalls once created, while assisting residents of 63 Longview Street and 31-33 Park Drive, will be available for anyone with a NJMVC Disabled Persons Identification with a corresponding special vehicle identification card.

**AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER 7, TRAFFIC, SUBJECT ION 7-23.1, TURN PROHIBITIONS,  
OF THE REVISED GENERAL ORDINANCES OF  
THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-23.1, Turn Prohibitions, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

| Intersection                                     | Turn Prohibited | Hours/<br>Days | Movement Prohibited                                                            |
|--------------------------------------------------|-----------------|----------------|--------------------------------------------------------------------------------|
| <b>Northfield Avenue<br/>and Glen View Drive</b> | <b>Left</b>     | <b>All</b>     | <b>Eastbound on Northfield<br/>Avenue to northbound on<br/>Glen View Drive</b> |

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application 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 approval of the Essex County Board of Chosen Freeholders and the New Jersey Department of Transportation if required by Statute.

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**Robert D. Parisi, Mayor**

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**Susan McCartney, Council President**

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**Karen J. Carnevale, Municipal Clerk**

**Introduced: September 9, 2014**

**Adopted: September 23, 2014**

### **LEGISLATIVE HISTORY**

This Ordinance will prohibit left turns from Northfield Avenue eastbound onto Glen View Drive northbound. Glen View Drive is located on the northerly side of Northfield Avenue just east of the signalized intersection of Northfield Avenue and Old Short Hills Road. Due to the presence of the traffic signal, westbound traffic along Northfield Avenue will often queue up to and through the intersection of Northfield Avenue and Glen View Drive. Here Northfield Avenue contains three travel lanes: two thru lanes and one exclusive left turn lane onto Old Short Hills Road. The volume of westbound traffic coupled with three lanes makes this left turn from Northfield Avenue onto Glen View Drive difficult. Vehicles waiting to turn onto Glen View Drive from Northfield Avenue eastbound block one of the two eastbound lanes on Northfield Avenue which then delays eastbound traffic. This turn prohibition will result in the safe and efficient movement of traffic. Residents of Glen View Drive will still be able to directly access their homes from Northfield Avenue westbound. In the eastbound direction they will need to turn left at Herbert Terrace, proceed to Beacon Place then Glen View Drive. From Old Short Hills Road they shall proceed westbound on Northfield Avenue to Herbert Terrace.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,  
SUBSECTION 7-12, PARKING PROHIBITED FOR STREET CLEANING AND  
MAINTENANCE, SUBSECTION SECTION 7-14.1c, NIGHT PARKING RESTRICTED  
ON CERTAIN STREETS AND SUBSECTION 7-14.7, ALTERNATE SIDE PARKING,  
OF THE REVISED GENERAL ORDINANCES OF THE  
TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

| Name of Street     | Sides        | Hours & Day                                         | Location                                            |
|--------------------|--------------|-----------------------------------------------------|-----------------------------------------------------|
| <b>Cary Street</b> | <b>North</b> | <b>Monday<br/>8:00 a.m.<br/>to<br/>10:00 a.m.</b>   | <b>Valley Road<br/>to Orange Municipal<br/>Line</b> |
| <b>Cary Street</b> | <b>South</b> | <b>Thursday<br/>8:00 a.m.<br/>To<br/>10:00 a.m.</b> | <b>Valley Road<br/>to Orange Municipal<br/>Line</b> |

Section 2. Subsection 7-14.1c, Night Parking Restricted on Certain Streets, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

| Name of Street     | Sides       | Location                                        |
|--------------------|-------------|-------------------------------------------------|
| <b>Cary Street</b> | <b>Both</b> | <b>Valley Road to Orange<br/>Municipal Line</b> |

Section 3. Subsection 7-14.7, Alternate Side Parking, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows

(*italic type denotes deletion, bold type denotes addition*):

| Name of Street     | Column A     | Column B     | Location                                        |
|--------------------|--------------|--------------|-------------------------------------------------|
| <i>Cary Street</i> | <i>South</i> | <i>North</i> | <i>Valley Road to Orange<br/>Municipal Line</i> |

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. This Ordinance shall take effect upon final passage and publication in accordance with law upon the approval of the New Jersey Department of Transportation if required by Statute.

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ROBERT PARISI, MAYOR

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SUSAN McCARTNEY, COUNCIL PRESIDENT

Introduced: September 23, 2014

Adopted: October 7, 2014

Approved as to form on the basis of  
the facts provided.

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Karen J. Carnevale, Municipal Clerk

## **LEGISLATIVE HISTORY**

This Ordinance will rescind Alternate Side Parking Regulations on Cary Street from Valley Road to the Orange Municipal Line and allow parking on both sides of the street subject to restrictions for street cleaning and maintenance. This will provide more on street parking on Cary Street every day of the week. Cary Street is a short street that starts at Valley Road and continues into the City of Orange approximately 185 feet east of Valley Road. Most of the parking on the southerly side of Cary Street will be opposite the area on the northerly side where parking is prohibited by Statute within 50 feet of a stop sign.