

1. Conference Meeting Agenda

Documents: [CA2.10.15.PDF](#)

2. Public Meeting Agenda-AMENDED

Documents: [PM2.10.15.PDF](#)

3. Resolution(S)

3.I. 54-15

Documents: [54-15 RAFFLE LICENSES 2.10.15.PDF](#)

3.II. 55-15

Documents: [55-15 RESOLUTION TO REJECT BIDS - FIRE DEPT..PDF](#)

3.III. 56-15

Documents: [56-15 SUBORDINATION OF MORTGAGE-928 PLEASANT VALLEY WAY.PDF](#), [56-15ATTACHMENT - 928 PLEASANT VALLEY WAY.PDF](#)

3.IV. 57-15

Documents: [57-15RESOLUTION AUTHORIZING SECOND AMENDMENT TO LEASE AGREEMENT WITH VERIZON WIRELESS.PDF](#), [57-15 ATTACHMENT.PDF](#)

3.V. 58-15

Documents: [58-15 COPY OF GARBAGE REIMBURSEMENT 2014.PDF](#), [58-15 ATTACHMENT - CERTIFICATION - GROSS.PDF](#), [58-15 ATTACHMENT - COPY OF GARBAGE REIMBURSEMENT 2014.PDF](#)

3.VI. 59-15-REMOVED

3.VII. 60-15

Documents: [60-15 AUTHORIZING SUSTAINABLE JERSEY GRANT APPLICATION.PDF](#)

3.VIII. 61-15

Documents: [61-15 AUTHORIZING 2015 MUNICIPAL ALLIANCE APPLICATION.PDF](#)

4. Ordinance(S) Of Second And Final Reading

4.I. 2436-15

Documents: [2436-15 ORDINANCE OVERHAULING ZONING ORDINANCE \(1\).PDF](#)

4.II. 2439-15

Documents: [2439-15 SALARY ORD. - ASST SUPERVISOR DPW.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2442-15

Documents: [2442-15 POOL FEES-RECREATION.PDF](#)

5.II. 2443-15

Documents: [2443-15 SALARY ORD - PLUMBING SUBCODE OFFICIAL.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers - 66 Main Street, West Orange, NJ

February 10, 2015

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 December 1, 2014. 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 December 1, 2014.

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

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6:30 P.M

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA-AMENDED
Tuesday, February 10, 2015
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 December 1, 2014. 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 December 1, 2014.

Statement of Decorum

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

(1972 Code § 3-15.2)

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting January 27, 2015**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids-None**
- 7. *Bills**
- 8.*Resolutions**
 - a. 54-15 Resolution Authorizing Raffle Licenses (Clerk)
 - b. 55-15 Resolution Authorizing the Rejection of All Bids Received to Purchase One 100 Ft. Heavy Duty Aluminum Aerial Ladder Truck with 750 Tip Load (Purchasing-DeSantis)
 - c. 56-15 Resolution Requesting a Subordination of Mortgage at 928 Pleasant Valley Way, Block 155.14, Lot 7 (Planning-Carlucci)
 - d. 57-15 Resolution Authorizing a First Amendment to the Lease Agreement that Substitutes Verizon's Redesign for the Initial Designs Included in the Original Lease Agreement with New York SMSA Limited Partnership d/b/a Verizon Wireless (Legal-Moon)
Following a request from the West Orange Historic Preservation Commission, Verizon agreed to redesign the location of the rooftop equipment pursuant to a lease agreement with the Township.
 - e. 58-15 Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the Period of January 1, 2014 through December 31, 2014 to Private Home Owner Associations/Individuals (Gross)

f. **59-15 REMOVED (Gross)**

g. 60-15 Resolution Authorizing Submission of Application to Sustainable Jersey Program (Legal-Duffy)

This Resolution would authorize the submission of an application on behalf of the Township for a grant from the Sustainable Jersey Program, which provides resources to municipalities to make progress on sustainability issues.

h. 61-15 Resolution Authorizing Submission of Strategic Plan for West Orange Municipal Alliance (Legal-Duffy)

This Resolution would authorize the submission of a strategic plan for the West Orange Municipal Alliance for the fiscal year 2015. Through the Municipal Alliance, the Township receives funding from the Governor's Council on Alcoholism and Drug Abuse in order to take action to prevent such abuses in our community.

9. Ordinances on Second and Final Reading

a. 2436-15 An Ordinance Amending Chapter 25, Sections 4, 51.6, 51.7, 51.8, 51.9, 51.10 and 51.15 of the Revised General Ordinances of the Township of West Orange (Revision of Various Zoning Ordinances) (Legal-Moon)

b. 2439-15 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employee Setting Forth Their Titles, Classifications and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel-Assistant Supervisor/Public Works (Admin)

10. Ordinances on First Reading

a. 2442-15 An Ordinance Amending the Revised General Ordinances of the Township of West Orange, Chapter 23, Section 1, Establishing Fees and Rates at Ginny Duenkel Pool for the 2015 Season (Kehoe)

b. 2443-15 An Ordinance Amending an Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Employee Setting Forth Their Titles, Classifications and Salary Ranges and Adopting a Salary Guide and Establishing the Employee's Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel-Plumbing Subcode Official (Admin)

11. ABC Hearing-None

12. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
Rotary Club of W.O./ Orange Fdn., Inc. Off Premise Merchandise	June 5, 2015	481 Eagle Rock Ave.	7161
St. Peter's Nursery School Tricky Tray	April 17, 2015	653 Eagle Rock Ave.	7162
St. Peter's Nursery School On Premise 50/50	April 17, 2015	653 Eagle Rock Ave.	7163

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: February 10, 2015

RESOLUTION

AUTHORIZING THE REJECTION OF ALL BIDS RECEIVED TO
PURCHASE ONE
100 FT HEAVY DUTY ALUMINUM AERIAL LADDER TRUCK WITH 750
TIP LOAD

WHEREAS, the Township of West Orange ("Township") sought bids to purchase one 100 ft. Heavy Duty Aluminum Aerial Ladder Truck; and

WHEREAS, three bids were distributed to prospective bidders; and

WHEREAS, two sealed bids were received by the Township and opened on December 02, 2014; and

WHEREAS, the two bidders were Pierce Manufacturing c/o Fire & Safety Services, LTD., located at 200 Ryan Street, South Plainfield, NJ 07080 , which submitted a bid in the amount of \$871,387.00 and Absolute Fire Protection Company, Inc. Located at 2800 Hamilton Blvd., South Plainfield, NJ 07080, which submitted a bid in the amount \$871,310.00; and

WHEREAS, the Township Fire Chief has determined that each bid received substantially exceeds the Fire Department's cost estimate of \$805,000.00 and substantially exceeds the Townships Total appropriation for the Aerial Ladder and additional equipment needed by the Fire Department; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2(a) (b) the Township may reject all bids for these reasons and find a more cost effective means of acquiring this equipment.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the two bids received on December 2, 2014 for a contract to purchase One (1) 100 ft. Heavy Duty Aluminum Aerial Ladder Truck with 750 Tip Load, both which substantially exceeds both the Fire Department's cost estimate and budget appropriation.

Karen J. Carnevale, Municipal Clerk
President

Jerry Guarino, Council

Adopted: February 10, 2015

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Luis and Aura Lora (the “Owners”) residing at 928 Pleasant Valley Way, Block 155.14, Lot 7 (the “Property”), in the amount of Ten Thousand Seven Hundred Dollars (\$10,700.00), which was dated June 7, 2005 and recorded in the Essex County Register’s Office on August 19, 2005 in Book 10675, Page 596 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property from Bank of America (“Bank of America”) in the outstanding amount of Twenty-Two Thousand, Six Hundred Fifty One Dollars and Eleven Cents (\$22,651.11) (the “First Mortgage”); and

WHEREAS, the Owners desire to refinance their home and obtain a new mortgage loan from Bank of America in an amount not to exceed Twenty Six Thousand Dollars (\$26,000.00), and with an interest rate of 3.375% (the “New Mortgage”); and

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

WHEREAS, the Owners have 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 Bank of America, 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, annexed hereto as Attachment “A,” in favor of Bank of America 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.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: February 10, 2015

Attachment “A”

AFTER RECORDING
PLEASE RETURN TO:

To The Township of West Orange
66 Main Street
West Orange, NJ 07052

THIS DOCUMENT WAS PREPARED BY:

Danyel Brown
BANK OF AMERICA, N.A.
6400 LEGACY DR.
PLANO, TX 75024

SUBORDINATION AGREEMENT

Borrower: Luis Lora and Aura M Moreno De Lora

Property Address: 928 Pleasant Valley Way West Orange, NJ 07052

This Subordination Agreement dated January 30, 2015, is between To The Township of West Orange, (Junior Lender), And BANK OF AMERICA, NA, (New Senior Lender).

RECITALS

To The Township of West Orange, (Junior Lender), owns and holds a promissory note in the amount of \$10,700.00, with accompanying mortgage/deed of trust/security deed

Dated June 7, 2005, and recorded in book N/A, page N/A, as Instrument Number 5121441 on August 19, 2005 (date),

in Essex (County), New Jersey (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property

from New Senior Lender in the new principal sum not to exceed \$ 26,000.00

Dated: _____. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights there under shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$26,000.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or notation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

Lender acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

To The Township of West Orange

By: _____

Printed Name: _____

Title: _____

Witness:

(if required by state)

Printed Name: _____

State of _____

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, as _____ (title) of To The Township of West Orange, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20____.

(Seal)

Notary Public

My commission expires: _____

RESOLUTION

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

WHEREAS, in response to a request by the West Orange Historic Preservation Commission, Verizon re-designed the location of the roof equipment and the conduits to be installed on the roof of Towns Hall; and

WHEREAS, Verizon's re-design is incorporated into the lease agreement pursuant to a proposed First Amendment to Lease Agreement (annexed hereto as Attachment "**B**") which replaces the initial site plans and drawings with Verizon's re-designed site plans and drawings;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the First Amendments to 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 First Amendments to Lease Agreement shall be maintained by the Municipal Clerk with the initial executed copy of the original Lease Agreement between the Township and Verizon.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: February 10, 2015

Attachment “A”

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

LEASE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. ENVIRONMENTAL.

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

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

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

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

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

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

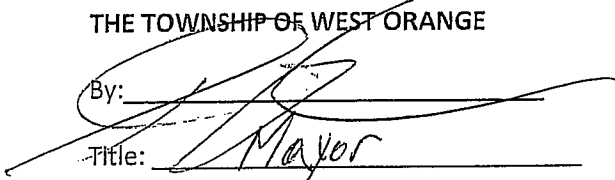
24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This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

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

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

LESSOR:

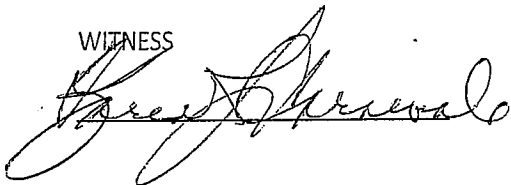
THE TOWNSHIP OF WEST ORANGE

By: 

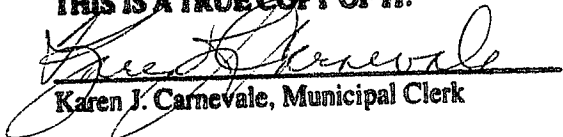
Title: Mayor

Date: July 25, 2014

WITNESS



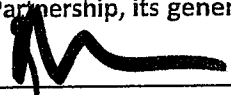
**THIS IS TO CERTIFY THAT I HAVE SEEN
THE ORIGINAL DOCUMENT AND THAT
THIS IS A TRUE COPY OF IT.**


Karen J. Carnevale, Municipal Clerk

LESSEE:

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

By: Cellco Partnership, its general partner

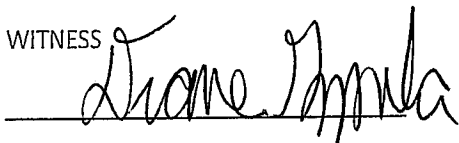
By: 

David R. Heverling

Its: Area Vice President Network

Date: 9/18/14

WITNESS



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

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

WITNESS my hand and official seal.

Diane Gazzola
Notary Public

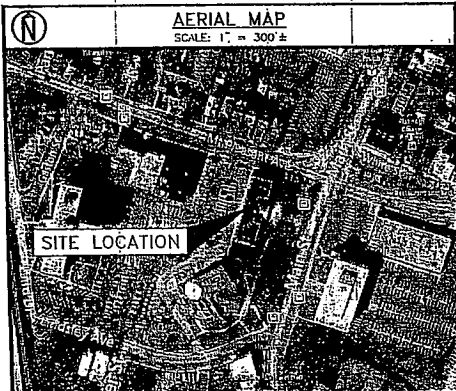
(SEAL)

My Commission Expires:



EXHIBIT "A"

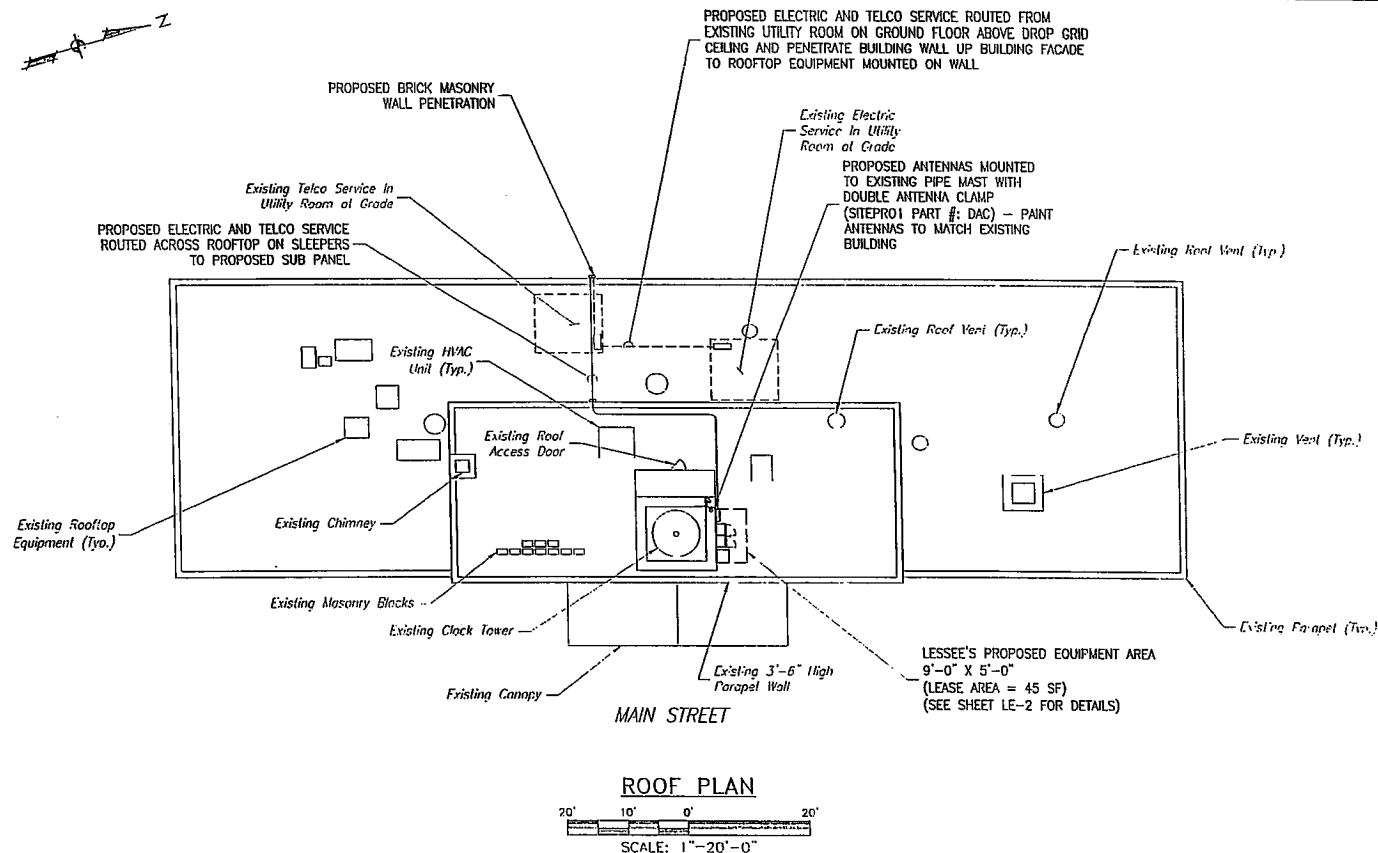
SITE PLAN OF ROOFTOP SPACE,
ANTENNA SPACE AND CABLING SPACE

**GENERAL NOTES:**

1. 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".
2. 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.
3. DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.

SITE INFORMATION:

1. PROPERTY OWNER/LESSOR: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY
OWNER CONTACT: JACK SAYERS
OWNER CONTACT PHONE #: (973) 325-4050
2. LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
3. SITE ADDRESS: 66 MAIN STREET
WEST ORANGE, NEW JERSEY
4. BLOCK & LOT: BLOCK: 67 - LOT: 1
5. ZONING DISTRICT: B-1
6. SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14.
7. 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.

**LEGEND**

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

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

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

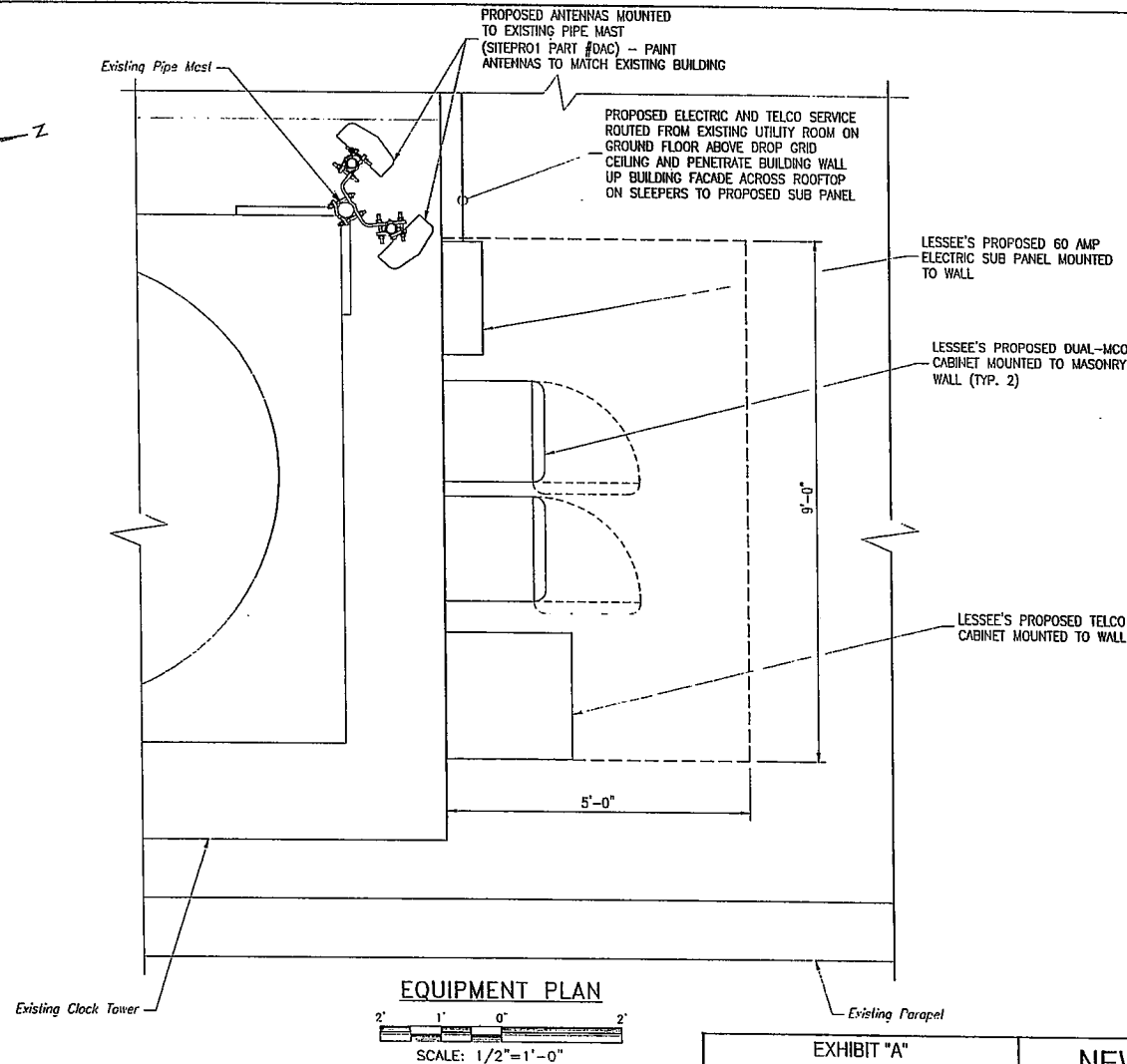
MASER JOB NO.

14907023A

SHEET NO.

LE-1

MASER
CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners, Surveyors, Landscape Architects
New Jersey, New York, Pennsylvania, Virginia
140 Valley Road, Suite 204
Mt. Arlington, NJ 07754
973-399-2110
COA# 24GA27986500



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	TCP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP

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

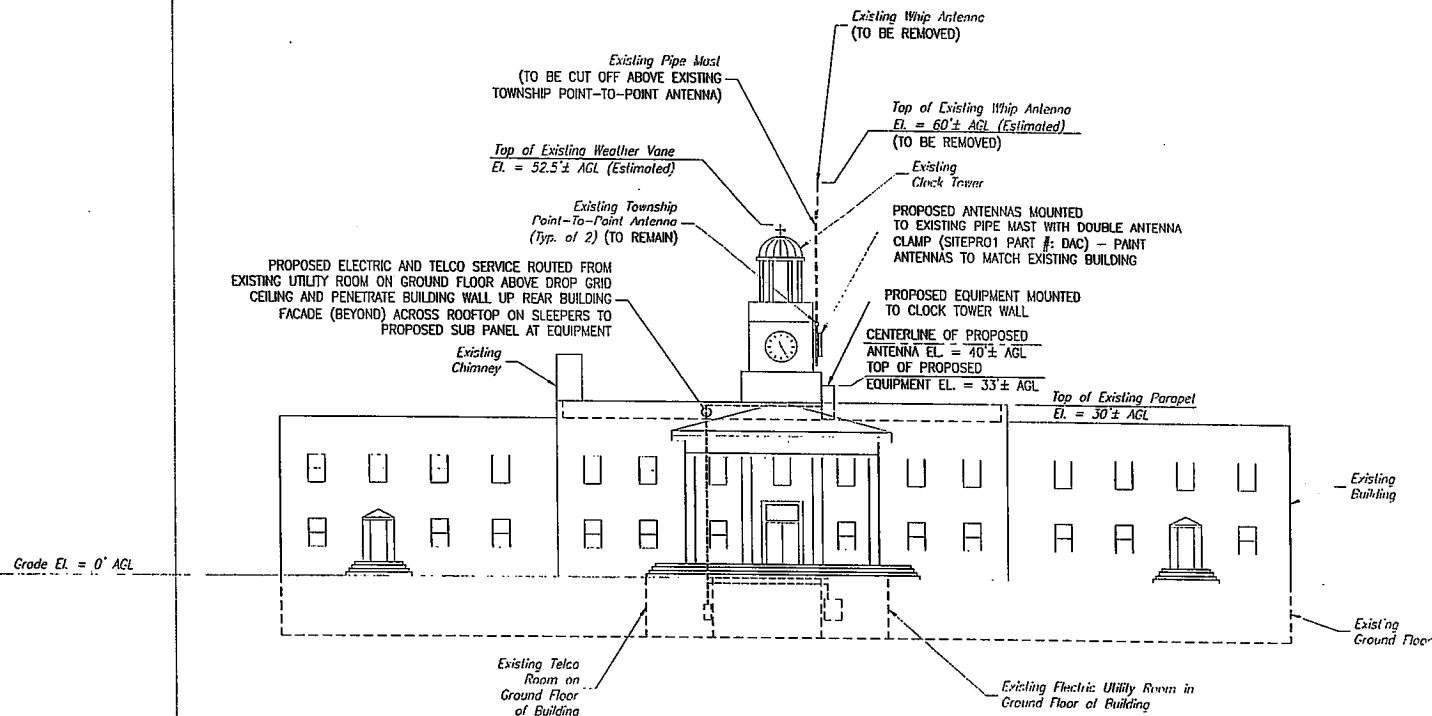
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14907023A

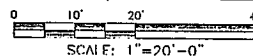
SHEET NO.

LE-2

MASER
CONSULTING, MUNICIPAL & ENVIRONMENTAL ENGINEERS
PLANNING, CONSTRUCTION & LANDSCAPE ARCHITECTS
New Jersey New York Pennsylvania Virginia
Customer Loyalty Branchburg Liberal 556/0700
400 Valley Road, Suite 304
101, Allentown, NJ 07105
973-398-3110
COA# 24GA27986500



ELEVATION (LOOKING WEST)



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	FEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP

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 JOB NO.

14907023A

MASER
CONSULTING, MUNICIPAL & ENVIRONMENTAL ENGINEERS
PLANNING, CONSTRUCTION, LANDSCAPE ARCHITECTS
New Jersey New York Pennsylvania Virginia
Customer Loyalty Through Commitment
400 Valley Road, Suite 301
Mt. Arlington, NJ 07125
973-998-3110
COA# 24GA27986500

SHEET NO.

LE-3

Attachment “B”

FIRST AMENDMENT TO LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

LESSOR:

THE TOWNSHIP OF WEST ORANGE

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

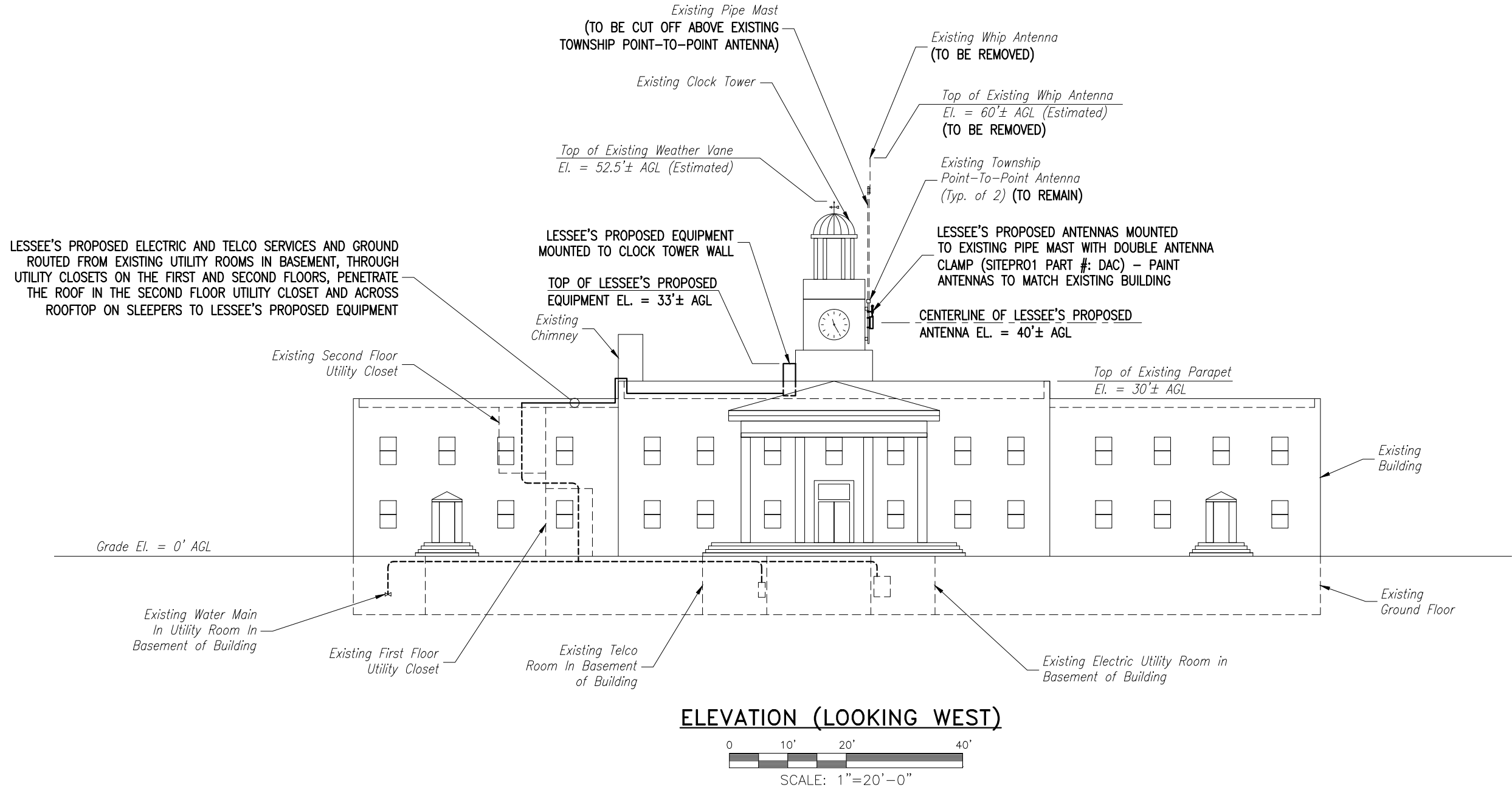
**NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless**

By: Cellco Partnership, its general partner

WITNESS

By: _____
David Heverling
Its: Area Vice President Network
Date: _____

Attachment
Exhibit “A”



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

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

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

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

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER JOB NO.

14907023A

MASER
CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ■ Surveyors ■ Landscape Architects
New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856
973-398-3110
COA# 24GA27986500

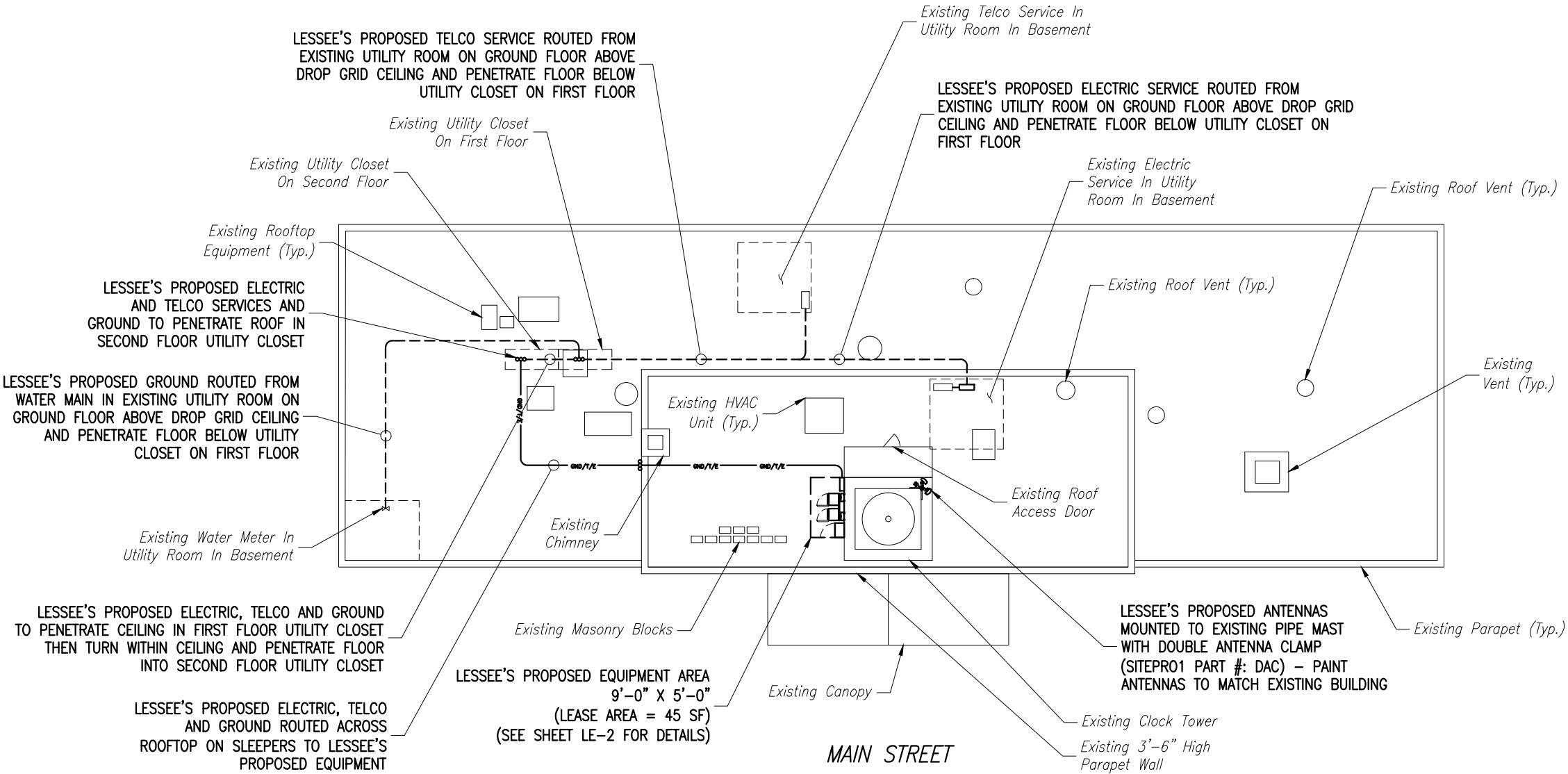
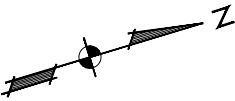
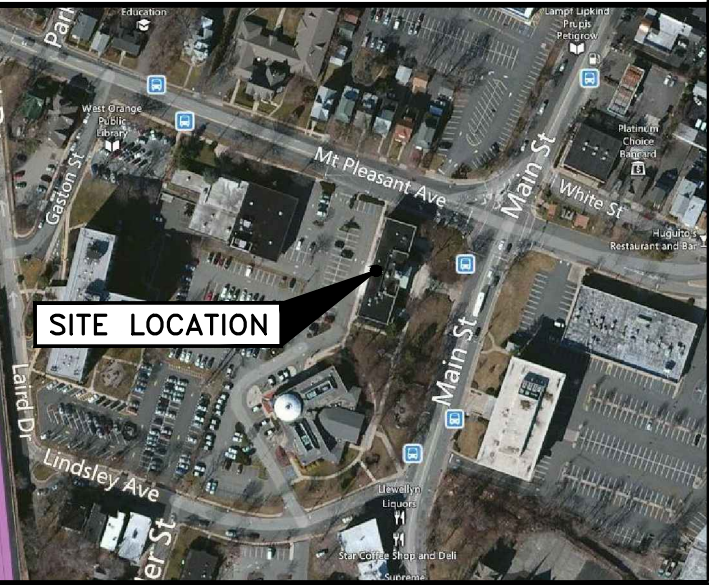
SHEET NO.

LE-3



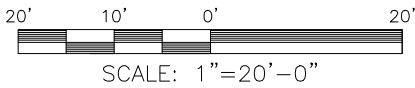
AERIAL MAP

SCALE: 1" = 300'±



MAIN STREET

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 07052

OWNER CONTACT: JACK SAYERS

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

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

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

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

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

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER JOB NO.

14907023A



Consulting, Municipal & Environmental Engineers
Planners ■ Surveyors ■ Landscape Architects

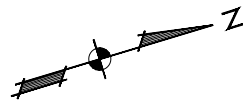
New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction

400 Valley Road, Suite 304
Mt. Arlington, NJ 07856
973-398-3110

COA# 24GA27986500

SHEET NO.

LE-1



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

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

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

2 3/8" MOUNTING PIPE

P1000 UNISTRUT

LESSEE'S PROPOSED TELCO CABINET MOUNTED TO WALL

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

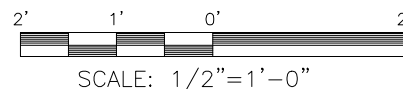
Existing Pipe Mast

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

Existing Parapet

Existing Clock Tower

EQUIPMENT PLAN



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

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

66 MAIN STREET
BLOCK 67, LOT 1
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NEW JERSEY 07052

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BRANCHBURG, NJ 08876

MASER JOB NO.

14907023A

MASER
CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners ■ Surveyors ■ Landscape Architects
New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856
973-398-3110
COA# 24GA27986500

SHEET NO.

LE-2

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2014 through December 31, 2014; and

WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2014 through December 31, 2014; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement of their costs of private garbage collection for the period January 1, 2014 through December 31, 2014; and

NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: February 10, 2015

GARBAGE REIMBURSEMENT
2014

VENDOR #	<u>PERIOD</u>	<u>APPLICANT</u>	<u>UNITS</u>	<u>Rate</u>	12 month <u>REIMBURSEMENT</u>	
2	122585	1/1-12/31/12	ESSEX GREEN VILLAS	80	133.40	10,672.08
3	190210	1/1-12/31/12	HILLTOP VILLAS	36	133.40	4,802.44
4	202900	1/1-12/31/12	300-306 MAIN STREET	27	133.40	3,601.83
6	104200	1/1-12/31/12	EAGLE RIDGE	408	133.40	54,427.60
		TOTAL	551 Grand Total			73,503.94

MEMORANDUM
CERTIFICATION OF SOLID WASTE COSTS
2014

1/1/2014
12/31/2014

Full Year
REIMBURSEMENT

Refuse Collection Services per unit per month

Bulky Trash Collection per unit per month

Total Collection Fee per month based upon bidded contract

Total Collection Fee per year per unit prorata per contract (a)	88.44
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Tipping Fee @ Essex Co. Resource Facility	89.94	89.94
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Ton of Solid Waste per unit per year*	<u>0.50</u>	<u>0.50</u>
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Total Tipping Fee per unit per fee (b)	<u>44.97</u>	<u>44.96</u>
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Total Solid Waste Cost per unit per year ("a" plus "b")	133.40
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Llewellyn Park Fee (two (2) times "a" plus "b")

* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

John O. Gross
Director of Finance

RESOLUTION

WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and

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Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: February 10, 2015

GARBAGE REIMBURSEMENT
2014

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MEMORANDUM
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Total Solid Watse Cost per unit per year ("a" plus "b") 133.40

Llewellyn Park Fee (two (2) times "a" plus "b")

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John O. Gross
Director of Finance

RESOLUTION

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Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: February 10, 2015

GARBAGE REIMBURSEMENT
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John O. Gross
Director of Finance

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey (the “Township”) recognizes that the Township must strive to save tax dollars, assure clean land, air and water, and improve working and living environments; and

WHEREAS, the Township Council further recognizes that a sustainable community is one that seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, based upon the foregoing, the Township is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues; and

WHEREAS, the Sustainable Jersey Program has created a grant program called the Sustainable Jersey Small Grants Program (the “Program”); and

WHEREAS, the Township Council has determined that the Township should apply for a grant from the Program;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council does hereby authorize the submission of an application for a grant from the Program; and be it further

RESOLVED, that this Resolution shall be made available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: February 10, 2014

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange, County of Essex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Essex;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, County of Essex, State of New Jersey, as follows:

1. The Township Council does hereby authorize submission of a strategic plan for the West Orange Municipal Alliance grant for fiscal year 2015 in the amount of:

New Jersey Drug Enforcement and Demand Reduction Fund	\$59,800.00
Cash Match	\$14,950.00
In-Kind	\$44,850.00

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements; and it is further

RESOLVED, that this Resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Township Clerk

Jerry Guarino
Council President

Adopted: February 10, 2015

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

JOHN O. GROSS, CFO

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 4, 51.6, 51.7, 51.8, 51.9, 51.10,
AND 51.15, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF
WEST ORANGE
(REVISION OF VARIOUS ZONING ORDINANCES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to overhaul and revise the Township of West Orange Code governing various aspects of zoning and planning consistent with recommendations provided from the West Orange Planning Board and adopted by the Township of West Orange Council.

II. CHAPTER 25-4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING DEFINITIONS AS FOLLOWS:

25-4 Definitions.

b. *Specific Definitions*

Site plan shall mean a development plan of one or more lots or parcels meeting the requirements of this chapter and the Municipal Land Use Law.

Site plan, major shall mean any development plan for one or more lots that does not meet the definition of a minor site plan, as defined herein.

Site plan, minor shall mean any development plan of one or more lots that does not involve planned development, any new street, or the extension of any off-tract improvement, the cost of which is to be prorated pursuant to N.J.S.A. 40:55D-42; and proposes development that would require not more than five new parking spaces over and above the existing permitted spaces on the site, pursuant to the Township's zoning requirements; and proposes development of not more than 1,000 square feet of new building floor area.

Site Plan Review Advisory Board shall mean the Board established pursuant to N.J.S.A. 40:55D-39f and Section 25-51.15 as amended and supplemented.

Site plan approval shall not be required for a change in use or modification of an existing use that does not change the size of an existing building or propose any modifications to existing site improvements such as sidewalks, driveways, parking areas, fences and walls.

III. CHAPTER 25-51.6 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.6 Minor Site Plan Requirements.

A complete application for a minor site plan shall include all applicable administrative requirements as delineated in subsection 25-51.2, any data that cannot be mapped, attached to the application form and the following information on one (1) or more maps:

- a. The zoning district in which the subject property is located as well as all zoning district boundaries within two hundred (200) feet.
- b. Key Map showing a sufficient number of natural and man-made features so that the subject property can be located in the field.
- c. Lot, block and property owner information.
- d. Zoning district dimension, setback and area requirements and the relationship of the subject proposal to those requirements.
- e. Bearing and distance data for all lot lines.
- f. North arrow, signature block, graphic scale, title block, name of individual preparing the map together with the individual's raised seal and signature.
- g. Date of map preparation and any revision dates.
- h. All existing structures and wooded areas within the subject property.
- i. The location and design of all new or expanded buildings, sidewalks, driveways and parking areas.
- j. The location of all easements within the subject property.
- k. Four (4) copies of a map, referred to as a "Run Card", depicting the location of all fire hydrants within the subject property, and depicting the surrounding streets, based on a scale of one (1) inch equaling four hundred (400) feet, and contained on an eight and one-half by eleven (8.5 x 11) inch paper within an area not to exceed seven and one-half (7.5) inches in width and eight (8) inches in height.

IV. CHAPTER 25-51.7. SHALL BE AND HEREBY IS REPEALED AND DELETED

V. CHAPTER 25-51.7.1. SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.7.1 Major Site Plan Requirements - Preliminary Stage.

A complete application for a preliminary major site plan shall include all applicable administrative requirements as delineated in subsection 25-51.2, data that cannot be mapped attached to the application form and the following information on one (1) or more maps.

a. *Basic Data.*

1. Name of the project.
2. A Key Map showing the general location of the project within the community, tax map sheet number, block number and lot numbers.
3. Zone district lines within five hundred (500) feet of the project.
4. Graphic scale not to exceed one (1) inch equals fifty (50) feet of the project.
5. The limits of the total site together with the acreage to the nearest 1/100th of an acre.
6. Date of the original plan and any subsequent revisions.
7. Appropriate places for the signature of the Planning Board Chairman, Secretary and Engineer.
8. A site data box comparing ordinance requirements to actual site plan proposals.
9. Name of individual preparing the site plan together with an embossed engineer's or architect's seal, applicable signature and license number.
10. The location of all structures, property owners and utility poles within two hundred (200) feet of property.
11. Reference to property survey or other information used in preparing map.
12. Bearing and distance information together with property dimensions.
13. Soil survey data indicating soil type, general constraints and depth to bedrock.

b. *Building Data.*

1. Size, heights, location of all existing and proposed buildings, including all proposed setback dimensions from property lines. Existing buildings to be removed should be so noted.
2. A preliminary floor plan of all buildings.
3. Architectural elevations of the front, side and rear of all buildings and perspective sketches or three (3) dimensional models where appropriate.
4. The location and design details of all sidewalks showing connections between buildings, parking areas, and public areas along all expected paths of pedestrian travel.
5. Parking spaces and access plans for the handicapped which shall be in addition to the parking required by ordinance.
6. Circulation plans and loading areas for all expected truck and tractor-trailer traffic.
7. A proposed lighting plan identifying the fixtures to be used as to height, location, luminosity and the lighting pattern in relationship to the other features of the site plan.

c. *Grading, Landscaping and Environmental Data.*

1. Existing and proposed grading at two (2) foot contour intervals or five (5) foot intervals if the grade is more than fifteen (15%) percent with spot elevations at all building corners and critical locations.
2. The finished floor elevation of all building floors with direct access to the outside.
3. All existing wooded areas and individual specimen trees greater than six (6) inches in diameter indicating what is to be removed and what is to remain.
4. A proposed planting plan and planting schedule indicating the location, the species' common and botanical names, size, quantity and planting instructions for all plant material to be installed including trees, shrubs and ground covers prepared by a professional landscape architect.
5. All areas to be seeded and/or sodded.
6. The location and construction details of all proposed retaining walls, fencing and earthen berms.
7. All buffer areas proposed to separate land uses and to screen unsightly areas.
8. The location and all proposed construction details for all proposed and existing signs.
9. The location and identification of all proposed open spaces, parks or recreation areas and facilities.
10. Environmental impact study.
11. A copy of a tree removal permit or application for same if applicable.

d. *Utilities and Drainage Data.*

1. The location, size and capacity of all existing storm drainage facilities, including catch basins which are directly impacted by the proposed development, whether on or off-site and the limits of any flood hazard area affecting the site.
2. All proposed storm drainage facilities, transmission lines, fire hydrants, etc., as well as calculations showing their adequacy.
3. The location and size of all proposed water supply facilities including wells, storage facilities, transmission lines, fire hydrants, etc., as well as calculations showing their adequacy.
4. The location and size of all proposed sanitary sewer mains as well as the location and construction details and calculations to indicate adequacy.
5. Plans for the storage and collection of all solid waste.
6. All off-site and on-site easements which may be required together with copies of legal documentation to support the grant of such easements.
7. The location and type of all other underground utilities.

VI. CHAPTER 25-51.7.2 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.7.2 Major Site Plan Requirements - Final Stage.

A complete application for a final major site plan shall include all applicable administrative requirements as delineated in subsection 25-51.2 and the following information on one (1) or more maps or attached to the application form if it cannot be mapped.

- a. Verification that all of the conditions of the preliminary approval have been met.
- b. A map or maps which comply with this chapter depicting that portion of the project for which final approval is being requested.
- c. A developer's agreement if required by the preliminary approval.
- d. A statement indicating the reasons for any deviations from approved preliminary site plan.
- e. Any off-tract improvement contributions if required.
- f. Four (4) copies of a map, referred to as a "Run Card", depicting the location of all fire hydrants within the subject property, and depicting the surrounding streets, based on a scale of one (1) inch equaling four hundred (400) feet, and contained on an eight and one-half by eleven (8.5 x 11) inch paper within an area not to exceed seven and one-half (7.5) inches in width and eight (8) inches in height.

VII. CHAPTER 25-51.8 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.8 Conditional Use Requirements.

No conditional use application shall be considered complete unless it fully conforms with Subsections 25-51.2, 25-51.6 and 25-51.7.1 as well as the following requirements:

- a. A notation indicating the section of this chapter that allows the conditional use as proposed.
- b. A listing of the conditional use standards that apply to the subject proposal.

VIII. CHAPTER 25-51.9 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.9 "C" Variance Requirements.

No "c" or bulk variance application shall be considered complete unless it fully conforms with subsection 25-51.2 as well as the following requirements:

- a. A map, either in conformance with subsections 25-51.3, 25-51.4, 25-51.5, 25-51.6 and 25-51.7.1 or if the application is to be bifurcated, a separate map, signed and sealed by an architect, engineer, planner or surveyor which provides sufficient data (i.e., setbacks, lot area, existing and proposed structures, etc.) upon which a decision can be based.

- b. A statement or legal brief which clarifies why the "c" variance should be granted. Particular attention should be paid to the contents of N.J.S.A. 40:55D-70c, applicable case law and relevant Township Ordinances and N.J. Statutes.

IX. CHAPTER 25-51.10 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.10 "D" Variance Requirements.

No "d" or use variance application shall be considered complete unless it fully conforms with subsection 25-51.2 as well as the following requirements:

- a. A map, either in conformance with subsection 25-51.3, 25-51.4, 25-51.5, 25-51.6 or 25-51.7.1 or if the application is to be bifurcated, a separate map, signed and sealed by an architect, engineer, planner or surveyor which provides sufficient data (i.e. setbacks, lot area, existing and proposed structures, etc.) upon which a decision can be based.
- b. A statement or legal brief which clarifies why the "d" variance should be granted and the "special reasons" that pertain to the subject proposal. Particular attention should be paid to the contents of N.J.S.A. 40:55D-70d, applicable case law and relevant Township Ordinances and N.J. Statutes.
- c. A planning report prepared by a licensed Professional Planner and a traffic report prepared by a licensed Professional Engineer. The Board may waive the provision of such reports at its discretion.

X. CHAPTER 25-51.15 SHALL BE AND HEREBY IS AMENDED AND SUPERCEDED TO READ AS FOLLOWS:

25-51.15 Site Plan Review Advisory Board.

- a. *Establishment.* There is hereby established a Site Plan Review Advisory Board to assist the Planning Board, the Zoning Board of Adjustment and site plan applicants. This Committee shall be comprised of:
 - 1. Director of Planning
 - 2. Township Engineer
 - 3. A Class IV member of the Planning Board who shall hold no other municipal office, appointed by the Planning Board
 - 4. A member of the Zoning Board of Adjustment appointed by the Zoning Board of Adjustment
 - 5. Zoning Official
 - 6. Construction Official
 - 7. Representatives of the Building Department, Fire Department, Health Department and Police Department.

- b. *Review.* The Site Plan Review Advisory Board shall review all applications that require major site plan approval. The applicant shall be notified, in writing not less than seven (7) days before, of the date on which the application shall be reviewed by the Site Plan Review Advisory Board. The applicant shall be invited to attend, either alone or accompanied by an attorney, architect, engineer and any other experts the applicant chooses. The Site Plan Review Advisory Board shall issue its recommendations on every application, in writing. These recommendations shall be filed with the secretary of the proper board and a copy shall be mailed to the applicant.
- c. *Post Approval Review* A request by an applicant to change one or more aspects of a site plan previously approved by the Planning Board or Zoning Board of Adjustment shall be reviewed by the Site Plan Review Advisory Board to determine whether such changes are considered substantial. Any changes determined to be substantial shall require amended site plan approval from the Board that granted the original approval.
- d. *Time for Decisions.* Referral of an application to the Site Plan Review Advisory Board shall not extend the time within which the Planning Board or Board of Adjustment must act upon such application pursuant to the MLUL

XI. 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.

XII. 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.

XIII. EFFECTIVE DATE

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

Jerry Guarino, Council President

Robert D. Parisi, Mayor

Karen J. Carnevale, Municipal Clerk

Introduced: January 6, 2015

Adopted: February 10, 2015

Legislative History

This ordinance is drafted as part of an overhaul of the Municipal Code governing the process and procedures for application to the Township of West Orange Planning Department and the Township of West Orange Planning Board and Zoning Board of Adjustment. This ordinance follows a series of recommendations made by the Township of West Orange Planning Board to the Township of West Orange Council for consideration and implementation. This overhaul creates two (2) separate categories of site plan review for: (1) Minor Site Plan Requirements and (2) Major Site Plan Requirements. In addition, the ordinance transforms the previously established Technical Advisory Committee to a “Site Plan Review Advisory Board,” as enabled by the Municipal Land Use Law.

4843-4662-3520, v. 1

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

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

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

TITLE	Minimum	Maximum	
		1/1/2014	1/1/2015
Assistant Supervisor/Public Works	20,000	72,903	74,903

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2014.

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: January 27, 2015

Adopted: February 10, 2015

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

To add 2015 maximum per adoption of 2014 Budget.

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, CHAPTER 23, SECTION 1, ESTABLISHING FEES AND RATES AT GINNY DUENKEL POOL FOR THE 2015 SEASON

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE THAT THE REVISED GENERAL ORDINANCES, CHAPTER 23, SECTION 1 OF THE TOWNSHIP OF WEST ORANGE BE AND HEREBY ARE AMENDED AS FOLLOWS.

Chapter 23, Section 1.1. POOL FEES AND RATES

The fees and rates at Ginny Duenkel Pool for 2015 shall be as follows:

a. REC SHELTER PARTIES

Parties to be held in Rec Shelter area only during the months of July and August from 6:00 p.m. to 8:00 p.m., seven days a week, 25 person maximum. Fee is \$100.00 for rental of Rec Shelter and a fee of \$3.00 per person for non pool members and no charge for members.

b. <u>POOL PARTIES GROUP RATES</u>	<u>2015</u>
A. 1 To 100 People (Includes One Pool Manager and 3 Lifeguards)	\$270.00
B. 101 To 200 People (Includes One Pool Manager and 4 Lifeguards)	\$330.00
C. 201 To 300 People (Includes One Pool Manager and 8 Lifeguards)	\$570.00
D. 301 To 400 People (Includes One Pool Manager and 10 Lifeguards)	\$700.00

*The above rates are based on a four (4) hour rental. Additional hours will be prorated.

c. INDIVIDUAL AND FAMILY RATES

1. <u>SINGLE MEMBERSHIP</u>	<u>STANDARD</u>	<u>EARLY BIRD</u>	<u>WEEKENDER</u>
Senior Citizen (Age 60 or Older)	\$115.00	\$ 85.00	N/A
Senior Gold	\$125.00	\$ 95.00	N/A
Individual	\$190.00	\$160.00	N/A

2. FAMILY MEMBERSHIP

Two Members of Immediate Family	\$270.00	\$240.00	\$185.00
Three Members of Immediate Family	\$280.00	\$250.00	\$195.00
Four Members of Immediate Family (\$5.00 for additional member over four)	\$300.00	\$270.00	\$200.00
Senior Couple	\$190.00	\$160.00	N/A
Senior Gold Couple	\$195.00	\$165.00	N/A

d. TAILENDER MEMBERSHIP – (First Wednesday of August thru Labor Day)

Individual	\$110.00
Individual Senior	\$ 60.00
Two Members of Immediate Family	\$150.00
Three Members of Immediate Family	\$160.00
Four Members of Immediate Family (\$5.00 for additional member over four)	\$170.00

e. GUEST FEES

	<u>Weekday</u>	<u>Weekend</u>
Regular	\$7.00 per day	\$10.00 per day
Senior Citizen	\$3.00 per day	\$5.00 per day

f. CHILDREN SWIM LESSON FEES

1. MEMBERS

Regular \$50.00 per child

2. NON-MEMBERS

Regular \$100.00 per child

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Robert D. Parisi, Mayor

Introduction: February 10, 2015

Adopted: February 24, 2015

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

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

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

<u>TITLE</u>	<u>Minimum</u>	<u>Maximum</u>
		<u>1/1/2013</u>
Plumbing Subcode Official	18,200	72,795

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2013,

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the state of New Jersey.

ROBERT D. PARISI, MAYOR

JERRY GUARINO, COUNCIL PRESIDENT

Introduced: February 10, 2015

Adopted: February 24, 2015

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

Karen J. Carnevale, Municipal Clerk

LEGISLATIVE HISTORY

To reduce minimum.