

1. Conference Meeting Agenda

Documents: [CA4.14.15.PDF](#)

2. Public Meeting Agenda

Documents: [PM4.14.15.PDF](#)

3. Resolution(S)

3.I. 112-15

Documents: [112-15 AGREEMENT FOR BROKER OF RECORD SERVICES - FAIRVIEW \(REVISED\).PDF](#), [112-15 AUTHORIZING EXECUTION OF AGREEMENT WITH FAIRVIEW - 2015.PDF](#)

3.II. 113-15

Documents: [113-15 EMERGENCY MGMT. AGENCY ASSISTANCE SUBGRANT PGM..PDF](#)

3.III. 114-15

Documents: [114-15 RAFFLE LICENSES 4.14.15.PDF](#)

3.IV. 115-15

Documents: [115-15 AUTHORIZING LAND LEASE AGREEMENT WITH VERIZON WIRELESS AT FIREHOUSE-280 PVW.PDF](#), [115-15 EXHIBITS-LAND LEASE AGREEMENT WITH VERIZON - FIREHOUSE AT 280 PLEASANT VALLEY WAY.PDF](#)

3.V. 116-15

Documents: [116-15 AUTHORIZING RETENTION OF E MATTHEWS ESQ-PROVIDE COUNSEL RE PENSION ISSUES.PDF](#)

3.VI. 117-15

Documents: [117-15 AUTHORIZING FMBA MEMORANDUM OF AGREEMENT - LOCAL 28.PDF](#), [117-15 AGREEMENT - FMBA LOCAL 28.PDF](#)

3.VII. 118-15

Documents: [118-15 AUTHORIZING INVOLUNTARY DISABILITY RETIREMENT - BORYESKNE.PDF](#)

3.VIII. 119-15

Documents: [119-15 EXECUTIVE SESSION 4.14.15.PDF](#)

4. Ordinance(S) On Second And Final Reading-None

5. Ordinance(S) On First Reading

5.I. 2448-15

Documents: [2448-15 INCORP SUSTAINABILITY CHECKLIST INTO PLANNING APP PROCESS-4-2-15.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

April 14, 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 Krakoviak, Councilwoman Spango, Councilwoman McCartney, Council President Guarino (Mayor Parisi)

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6:30 P.M

- a. **Citation:** West Orange/Mountain Top Hockey League – Winners of the Floyd Hall Middle School Fall Hockey League Championship

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA-REVISED
Tuesday, April 14, 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 March 24, 2015 and Special Meeting-Teleconference-March 27, 2015
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids-None**
- 7. *Bills**
- 8.*Resolutions**
 - a. 112-15 Resolution Authorizing Execution of Agreement with Fairview Insurance Associates to Provide Services as Broker of Record (Legal-Duffy)
This Resolution would authorize the execution of a contract with Fairview Insurance Agency Associates, Inc. (“Fairview”) through which Fairview would provide services as the Township’s broker of record for the calendar year 2015 consistent with the terms specified in the contract.
 - b. 113-15 Resolution Authorizing the Township OEM to Accept Funds From a Subgrant Award of the Federal Fiscal Year 2014 of Emergency Management Agency Assistance Program Funding and for the Chief Financial Officer to Amend the Budget and Certify the Availability of Funds -EMAA (Smeraldo)
 - c. 114-15 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - d. 115-15 Resolution Authorizing a Land Lease Agreement with Verizon Regarding the Telecommunications Monopole at the Woodlands Fire House Located at 280 Pleasant Valley Way. (Legal-Moon)
This resolution authorizes the execution of a Land Lease Agreement with Verizon for use of a section of the property at 280 Pleasant Valley Way adjacent to a telecommunications monopole. This Land Lease Agreement is similar to leases with other telecommunication companies that utilize the monopole.

- e. 116-15 Resolution Authorizing Retention of Edwin R. Matthews, Esq. to Provide Legal Counsel on Pension-Related Matters (Legal-Duffy)
This Resolution would authorize the retention of Edwin R. Matthews, Esq., to provide legal counsel on pension-related matters at an hourly rate of \$150, not to exceed \$5,000 annually. The retention of Mr. Matthews in this regard is intended to avoid any conflict or appearance of conflict that may result from such legal counsel being provided by members of the Township's Law Department.
- f. 117-15 Resolution Authorizing Execution of Memorandum of Understanding with West Orange Fireman's Mutual Benevolent Association, Local 28 (Legal-Duffy)
This resolution would authorize the execution of a Memorandum of Understanding ("MOA") between the Township and the West Orange Fireman's Mutual Benevolent Association, Local 28 ("FMBA Local 28") whereby the parties have agreed to modify their existing contract in accordance with the terms and conditions set forth in the MOA. The Resolution would further direct that the Township's Labor Counsel shall incorporate the terms of the MOA into the existing contract for subsequent execution by all parties.
- g. 118-15 Resolution Authorizing the Township Administration to Process an Involuntary Disability Retirement Application for Detective Keith Boryeskne (Legal-Duffy)
This resolution would authorize the Business Administrator to process an involuntary disability retirement application for Detective Keith Boryeskne, an active member of the Police and Firemen's Retirement System, based upon the Township's determination that Detective Boryeskne is totally and permanently disabled from performing his assigned duties as a police officer.
- h. 119-15 Resolution Authorizing an Executive Session for the Purpose of Discussing a Legal and Personnel Matter

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading

- a. 2448-15 An Ordinance Amending Chapter 25, Sections 51.16, of the Revised General Ordinances of the Township of West Orange (Revision to Zoning Ordinance) (Legal-Moon)
This ordinance will incorporate into the zoning and planning application process a sustainability checklist that will require all applicants to disclose what sustainability measures, if any, are being implemented for the project.

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.

AGREEMENT FOR SERVICES AS BROKER OF RECORD

THIS AGREEMENT made and entered into on this 14TH day of April, 2015 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, located at 25 Fairview Avenue, Verona, County of Essex and State of New Jersey, hereinafter referred to as "BROKER," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of BROKER to provide services as the Township's broker of record with respect to all risk management and insurance coverage;

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

1. The TOWNSHIP hereby retains the services of BROKER for the period January 1, 2015 through December 31, 2015.
2. BROKER will in all instances be paid in the form of commissions by private insurance carriers, and will never be paid directly by the TOWNSHIP.
3. BROKER will not impose any additional consulting fees or charges upon the TOWNSHIP.
4. BROKER will in all instances accept the standard commissions paid by private insurance carriers as payment in full.
5. BROKER shall be responsible for self-insured medical, dental, and prescription coverage.
6. BROKER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of

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

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

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

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

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
JOHN K. SAYERS,
BUSINESS ADMINISTRATOR

WITNESS:

**FAIRVIEW INSURANCE AGENCY
ASSOCATES, INC.**

By:_____

RESOLUTION

WHEREAS, Fairview Insurance Associates (“Fairview”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2015; and

WHEREAS, Fairview has agreed to provide risk management consulting services for the calendar year 2015, pursuant to the terms and conditions set forth in the agreement annexed hereto as Attachment “A”; and

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

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

**Karen J. Carnevale,
Municipal Clerk**

**Jerry Guarino,
Council President**

Adopted: April 14, 2015

RESOLUTION AUTHORIZING THE TOWNSHIP OF WEST ORANGE OFFICE OF EMERGENCY MANAGEMENT TO ACCEPT FUNDS FROM A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2014 OF EMERGENCY MANAGEMENT AGENCY ASSISTANCE PROGRAM FUNDING AND FOR THE CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WEST ORANGE TO AMEND THE BUDGET AND CERTIFY THE AVAILABILITY OF FUNDS

WHEREAS, the Township of West Orange Office of Emergency Management has been awarded Emergency Management Agency Assistance Subgrant Program ("EMAA") from the New Jersey State Police Office of Emergency Management Agency available for successful applicants funded through the FY2014 Emergency Management Performance Grant for the dates of July 1, 2014 through June 30, 2015; and

WHEREAS, the Subgrant, consisting of a total amount of \$10,000 (including \$5,000 Federal Award and \$5,000 Local Matching Funds) which the Township of West Orange Office of Emergency Management will satisfy with the Office of Emergency Management's existing salaries and wages.

BE IT RESOLVED, by the Township of West Orange that the Township of West Orange Business Administrator, the Township of West Orange Chief Financial Officer and the Township of West Orange Emergency Management Coordinator are hereby authorized to sign the required Grant Applications/ Subgrant Award Documents with the New Jersey State Police, Office of Emergency Management.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be forward to the New Jersey State Police Office of Emergency Management, the Essex County Office of Emergency Management; the Township of West Orange Office of Emergency Management, the Township of West Orange Business Administrator, and the Township of West Orange Chief Financial Officer.

Certified as a true copy of the Resolution adopted by the Township Council

on the 14th day of April, 2015

Jerry Guarino, Council President
Township of West Orange
County of Essex, New Jersey

Karen J. Carnevale, Municipal Clerk

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>
Daughters of Miriam Foundation Off Premise Merchandise	August 31, 2015	350 Mt. Pleasant Ave.	7182
West Orange Education Foundation On Premise 50/50	April 25, 2015	429 Eagle Rock Ave.	7183
West Orange Education Foundation On Premise Merchandise	April 25, 2015	429 Eagle Rock Ave.	7184
Gregory School PTA On Premise 50/50	June 13, 2015 Raindate June 14, 2015	301 Gregory Ave.	7185
PTA WOHS On Premise Merchandise	May 30, 2015	51 Conforti Ave.	7186
PTA WOHS On Premise 50/50	May 30, 2015	51 Conforti Ave.	7187
Alzheimers Disease & Related Disorders Assoc., Inc. On Premise Merchandise	May 8, 2015	757 Eagle Rock Ave.	7188

Karen J. Carnevale, Municipal Clerk

Jerry Guarino, Council President

Adopted: April 14, 2015

RESOLUTION

WHEREAS, in the summer of 2002, the Township of West Orange entered into a Ground Lease Agreement with Sprint Spectrum, LP to allow for the installation and maintenance of a 125 foot stealth tree telecommunications monopole and a 10 feet by 20 feet concrete pad located at the West Orange Woodlands Fire House at 280 Pleasant Valley Way, Block 152.07, Lot 1 within the Township of West Orange, a copy of the Ground Lease Agreement is annexed hereto as Attachment “**A;**” and

WHEREAS the Ground Lease Agreement with Sprint Spectrum, LP allowed the Township to enter into other Ground Lease Agreements with other telecommunications providers to become co-tenants of sections of the location for use of the 125 foot stealth tree telecommunications monopole; and

WHEREAS New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon”) is seeking to utilize the 125 foot stealth tree telecommunications monopole at the West Orange Woodlands Fire House; and

WHEREAS Verizon has agreed to the terms of a Land Lease Agreement with the Township to which Verizon has agreed to pay \$2,000 per month to the Township of West Orange for an initial term of five (5) years; and

WHEREAS Verizon shall have the right to extend the Land Lease Agreement to up to four (4) additional five (5) year terms at increased rent to the Township of West Orange; and

WHEREAS Verizon and the Township of West Orange has negotiated additional terms set forth within the Land Lease Agreement, annexed hereto as Attachment “**B;**” and

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 Land 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 Ground Lease Agreement shall be maintained by the Municipal Clerk.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: April 14, 2015

Attachment “A”

116242-702

**GROUND LEASE AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND
SPRINT SPECTRUM, L.P.**

1. **Premises and Use.** Township of West Orange leases to Sprint Spectrum, L.P. ("Lessee") the following site:

Portion of property owned by the Township of West Orange situated at the West Orange Fire Station, Woodland at Pleasant Valley Way, West Orange, Block 152.07, Lot 1 on the Township of West Orange Tax Map, consisting of approximately 2,010 square feet, on the ground, for the purpose of constructing, operating and maintaining a 125 foot stealth tree monopole along with a 10' x 20' foot concrete pad.

Lessee will have a non-exclusive easement for reasonable access thereto and to the appropriate, in the reasonable and appropriate discretion of Lessee, source of electric and telephone facilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, wireless communication facilities, including, without limitation, antenna equipment, cable wiring, related fixtures and, a 125 foot stealth tree monopole. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of the Township of West Orange's other tenants and activities. Lessee will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the earlier of the date ("Commencement Date") both Lessee and the Township of West Orange have executed this Agreement or sixty (60) days from the date of execution by the Township of West Orange. This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides The Township of West Orange notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** The rent shall be commenced the earliest period of the following times (a) that date which is 30 days after the issuance of a building permit, (b) that date which is 30 days after the Commencement Date (c) the first day of the month following the commencement of the physical preparation of the Site. Rent will be paid in equal monthly installments of \$2,600.00. Rent for each year of each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by five percent per annum as provided in Paragraph Four (4) immediately below.

4. **Rent Adjustments.** Commencing with the first full month of the eleventh year, the Rent shall be increased after the end of each Lease year during the term of the Lease, including any

extensions, by five percent (5%) per annum.

5. **Co-Location.** The Township of West Orange is the only party that has a right to lease portions of the Antenna Site to Co-Tenants. In addition to a Ground Lease Agreement with the Township of West Orange, Lessee and all Co-Tenants must execute a Co-Location Agreement which shall (i) be in form reasonably determined by Sprint, (ii) provide 100% of the rent is to be paid to The Township of West Orange, and (iii) provide that all Co-Tenants agree pay its pro rata share of all site development and maintenance costs to Sprint. The site development costs include the development, design and construction of the Antenna Site and Antenna, including, but not limited to the stealth tree monopole, equipment, utility connections, access road improvement, security fence, shelter buildings and other items required to be constructed, installed or improved to bring about the full use of the Antenna Site. All Co-Tenants shall be responsible for the installation and maintenance of their own antennas and equipment.

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

7. **Assignment/Subletting.** This Agreement may be sold, assigned, or transferred by Lessee to its principal affiliates, subsidiaries of its principals, or to any entity which acquires all, or substantially all, of Lessee's assets in the market defined by the FCC, by reason of a merger, acquisition, or other business reorganization without any prior approval or consent of The Township of West Orange. As to other parties, this Agreement may not be sold, assigned, or transferred without written consent of The Township of West Orange, which consent shall not be unreasonably withheld. In the event of an assignment Lessee is required to provide The Township of West Orange with written notice including an address, contact, and telephone number within five (5) days. Lessee is also required to provide all documentation evidencing that the assignee or transferee is fully liable and accepts all the terms and conditions of the Agreement within five (5) days of the assignment.

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

Township of West Orange:

Clerk, Township of West Orange
66 Main Street
West Orange, N.J 07052

Lessee:

Sprint Law Department,
6391 Sprint Parkway,
Mailstop KSOPHT0101-2020,
Overland Park, Kansas 66251-2020,
Attention: Sprint PCS Real Estate Attorney

with copies to:

Sprint Spectrum, L.P. and/or
Sprint Spectrum Realty Company, L.P.
One International Blvd, Suite 800
Mahwah, NJ 07495
Att: Lease Management

9. **Improvements.** Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the wireless communications system. The Township of West Orange agrees to cooperate with Lessee with respect to obtaining any required approvals or courtesies for the Site and such improvements. Upon termination or expiration of this Agreement, Lessee shall remove its equipment and improvements at The Township of West Orange's discretion and direction and will restore the Site to the same or better condition as exists on the Commencement Date, except for ordinary wear and tear.

10. **Compliance with Laws.** The Township of West Orange represents that it's property (including the Site), and all improvements located thereon, are in compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will comply with all applicable laws relating to its possession and use of the Site.

11. **Interference.** Lessee shall resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Lessee desires to add additional equipment to the Site. Likewise, The Township of West Orange will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Site.

12. **Utilities.** The Township of West Orange represents that utilities adequate for Lessee's use of the Site are available. Lessee will pay for all utilities used by it at the Site. The Township of West Orange will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by The Township of West Orange or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

13. **Termination.** Lessee may terminate this Agreement by notice to The Township of West Orange without further liability if i) Lessee does not obtain all governmental approvals needed which are within the control of The Township of West Orange after Lessee has taken all steps necessary and met all requirements needed to obtain such approvals, ii) or if The Township of West Orange fails to have proper ownership of the site or authority to enter into this Agreement iii) or if Lessee, for any other reason, in Lessee's sole discretion, determines that it will be unable

to use the site. In the event Lessee terminate under sub-paragraph iii), Lessee agrees to pay The Township of West Orange an early termination fee of twelve months of the current rent then in effect. Upon termination, The Township of West Orange will retain all pre-paid rent. If Lessee chooses to terminate this Agreement during any renewal period, all rights to possession must be assigned to The Township of West Orange or its designee, in the Township's sole discretion and direction.

14. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

15. Indemnity. All representations and agreements contained in this Section 15 are made expressly subject to the terms and conditions set forth in Section 16 of this Ground Lease Agreement. Lessee indemnifies and shall hold The Township of West Orange harmless from any and all costs, claims of liability, losses or personal injury claims that arise out of Lessee's use and/or occupancy of the Site. The Township of West Orange indemnifies Lessee and shall hold Lessee harmless from any and all costs incurred for actual out-of-pocket expenditures which are incurred and arise out of The Township of West Orange's acts, and from the acts of its employees and agents who may cause damage to Lessee's equipment and other assets located on the Site. Neither Lessee nor The Township of West Orange shall indemnify each other from acts arising out of the negligence or intentional misconduct of any third party, including, but not limited to, invitees or licensees at the Site. The indemnity obligations under this paragraph shall survive termination of this Agreement.

16. Hazardous Substances. Lessee has not taken occupancy of the Leased Premises but has discovered that the Property, though not the Leased Premises, including the groundwater beneath the surface of the land, may be contaminated with certain hazardous and/or regulated substances at levels above the guidelines established by the New Jersey Department of Environmental Protection ("DEP") (hereinafter referred to as the "Preexisting Contamination"). The Township of West Orange and the DEP are aware of the Preexisting Contamination as the existence of the Preexisting Contamination has been reported to the DEP by the Township of West Orange, as noted in the Phase I Environmental Site Assessment issued October 21, 2001 prepared by Goodwin & O'Dea, Inc., Lessee's environmental consultants, located at 629 Parsippany Road Parsippany, NJ 07054-1803. The Township of West Orange agrees that Lessee is in no manner responsible for any of the Preexisting Contamination and that The Township of West Orange shall be fully responsible for all matters related to the Preexisting Contamination, including any investigation or remediation that may be required, and any impact on or damage to third parties, on-site or off-site, and agrees to fully indemnify, defend and hold Lessee harmless from and against any and all matters related to the Preexisting Contamination and the Lessee agrees to

proceed with the lease of the Leased Premises based upon these assurances, as more fully expressed herein. The Township of West Orange and Lessee further acknowledge and agree to the following:

- (a) The Township of West Orange shall be responsible for all obligations of compliance with any and all environmental laws, rules, regulations, guidelines, standards or policies of any governmental authorities having jurisdiction over matters related to the Preexisting Contamination, including the existence of underground storage tanks (USTs) and any discharge therefrom.
- (b) The Township of West Orange shall be responsible for any and all testing, investigation, monitoring, cleanup, removal, transportation and disposal, reporting, record keeping and all other matters related to the Preexisting Contamination.
- (c) The Township of West Orange shall indemnify, defend and hold harmless Lessee from and against any and all claims, liabilities, judgments, losses, damages, penalties and costs, foreseen or unforeseen, including without limitation counsel, engineering or other professional or expert fees, which Lessee may be threatened with or which Lessee may incur directly or indirectly, wholly or partly from The Township of West Orange's action or non-action with regard to the Preexisting Contamination and The Township of West Orange's obligations associated therewith, including any property damage, personal injury or other claims or actions brought by third parties.
- (d) Notwithstanding the foregoing, Lessee agrees, at Lessee's expense, to remove, transport for disposal, and lawfully dispose of any contaminated soil and/or groundwater generated during the construction of Lessee's wireless communications facility on the Leased Premises. The Township of West Orange agrees to sign the manifests and any other required documents as the generator of the hazardous and/or regulated material in connection with contaminated soil and/or groundwater removed, transported and disposed of by Lessee. Following completion of the construction of Lessee's facility, Lessee shall have no further responsibility or liability with respect to the Preexisting Contamination.
- (e) Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

17. Subordination and Non-Disturbance. Intentionally deleted.

18. Taxes. (a). Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to The Township of West Orange any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within sixty (60) days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real estate taxes and payment of the real estate taxes by The Township of West Orange. The Township of

West Orange will pay when due all other real estate taxes and assessments attributable to the property of The Township of West Orange of which the Sites are a part. (b). In the event realty taxes are assessed as set forth in Paragraph (a) above, Lessee shall have the right in its own name to commence any appropriate action or proceeding in a court of competent jurisdiction or before an administrative agency to contest either in whole or in part any realty taxes as set forth in Paragraph (a), at the sole cost and expense of Lessee.

19. Insurance. Lessee will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the Township Attorney five (5) days before construction commences. The insurance certificate shall list The Township of West Orange as an additional insured. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to The Township of West Orange.

20. Maintenance. Lessee will be responsible for repairing and maintaining the wireless communications system and any other improvements installed by Lessee at the Site in a proper operating and reasonably safe condition; provided, however, if any such repair is required due to the acts of The Township of West Orange, its agents or employees, The Township of West Orange shall reimburse Lessee for the actual cost of physical repairs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. The Township of West Orange will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

21. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of New Jersey; (c) If requested by Lessee, The Township of West Orange agrees to promptly execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

22. Collateral Assignment. The Township of West Orange hereby (a) consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of indebtedness ("Lender") borrowed by Lessee, whether now or hereafter existing, in and to the Installation and Lessee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide The Township of West Orange with a copy of any notice of default under the Agreement sent to Lessee within 15 days of said notice and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; (c) agrees to

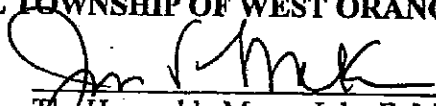
recognize Lender as Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. The Township of West Orange hereby further agrees to permit Lender to inspect or remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee in accordance with any security documents granted in favor of Lender, subject to The Township of West Orange's statutory liens. Lessee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the Term hereof or any subsequent Renewal terms.

23. Municipal Approvals and Aesthetics. Lessee shall extend the existing six-foot board on board fence as needed. The fence shall be stained to match the existing fence. Lessee shall plant dense landscaping along the new portion of the fence with an initial planting height equal to the height of the fence, subject to the approval of the Township Planner. Lessee shall install three additional branches on the Tree Monopole tree, subject to the approval of the Township Planner, Susan Borg, A.I.C.P., P.P., R.A.

24. Exhibits and Drawings. The following Exhibits and Drawings are attached to and made a part of this Agreement: Exhibit A - Site Description, Exhibit B - Memorandum of Lease Agreement, and Exhibit C - Co-Location Agreement(s), Drawing A - Lessee Equipment at West Orange Fire Station Site.

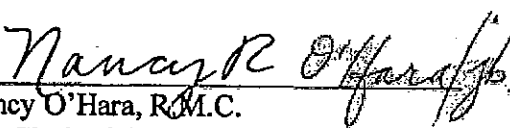
THE TOWNSHIP OF WEST ORANGE:

By:


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

6/24/02
Date

ATTEST:


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

7/25/02
Date

SPRINT SPECTRUM, I

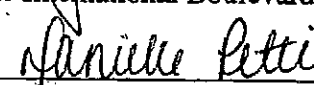
By:


Michael McGovern,
Director, Site Development, N.E. Region

6/26/02
Date

Address: One International Boulevard, Suite 800, Mahwah, N.J. 07496

ATTEST:


Name and Title
proposal specialist

6/20/02
Date

EXHIBIT A

Site Name: West Orange Fire Station Site.

Site Description:

Portion of property owned by the Township of West Orange situated at the West Orange Fire Station, Woodland at Pleasant Valley Way, West Orange, Block 152.07, Lot 1 on the Township of West Orange Tax Map, consisting of approximately 2,010 square feet

Sketch of Site:

See Drawing A: Lessee Equipment at West Orange Fire Station Site.

The Township of West Orange, Initials JPM

Lessee's Initials MM

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

EXHIBIT B

MEMORANDUM OF LEASE AGREEMENT

This Memorandum evidences that a lease was made and entered into by written Ground Lease Agreement dated _____, 2002, between the Township of West Orange and Sprint Spectrum, L.P., ("Co-Tenant") the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that The Township of West Orange lease to Sprint Spectrum, L.P. ("Lessee") a certain site ("site") located at the West Orange Fire Station, Woodland at Pleasant Valley Way, West Orange, Block 152.07, Lot 1, Township of West Orange, County of Essex, State of New Jersey, within the property of The Township of West Orange which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of ten (10) years commencing on _____, 2002, which term is subject to three (3) additional five (5) year extension periods by Lessee.

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

THE TOWNSHIP OF WEST ORANGE


 Name: John F. McKeon
Mayor
 Region

Address: 66 Main Street
 West Orange, New Jersey 07052

SPRINT SPECTRUM, L.P.


 By: _____
 Name: Michael McGovern
 Title: Director, Site Development, NE

Address: One International Boulevard
 Suite 800
 Mahwah, N.J. 07495

OWNER NOTARY BLOCK:
STATE OF NEW JERSEY
COUNTY OF

On the 25th day of June, 2002, John F. McKeon, personally appeared before me, and personally acknowledged himself/herself to be the Mayor of the Township of West Orange and that he/she as such Mayor of the Township of West Orange, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of West Orange by himself/herself as Mayor.

In witness whereof, I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF
BONNIE L. LESKANI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 8, 03

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

SSLP NOTARY BLOCK

STATE OF NEW JERSEY
COUNTY OF BERGEN

On the 20 day of June, 2002, Michael McEwen, personally appeared before me, and personally acknowledged himself to be the Director of Site Development-NE Region of Sprint Spectrum, L.P., a Delaware limited partnership, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Director of Site Development-NE Region.

In witness whereof, I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF

My commission expires: 11/2/05

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

DANIELLE PETTI
Notary Public
State of New Jersey
No. 2268604
Commission Expires Nov. 2, 2005

Attachment “B”

LAND LEASE AGREEMENT

This Agreement, 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 office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 280 Pleasant Valley Way, Township of West Orange, County of Essex, State of New Jersey, and being described as a 19' by 24' parcel containing approximately 456 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, Woodland Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Township of West Orange as Block 152.07, Lot 1 and is further described in Deed Book S103 at Page 82 and Deed Book 3201 at Page 523 as recorded in the Office of the County Clerk of Essex, New Jersey.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne solely by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) to be paid in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000) on the first day of the month, 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 2 below. The rental payments shall include co-location of LESSEE'S telecommunications antennas and equipment on the existing monopine in accordance with a separate co-location agreement to be executed by LESSOR, LESSEE and

Sprint Spectrum, LP. The co-location agreement shall provide that no rental fee shall be charged for LESSEE'S co-location of its telecommunications antennas and equipment on the monopine. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises and shall be the 1st of the month in which LESSEE commences installation of the equipment on the Premises. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. .

4. 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 six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Five Thousand Eight Hundred and 00/100 Dollars (\$25,800.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty Seven Thousand Seven Hundred Thirty Five and 00/100 Dollars (\$27,735.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty Nine Thousand Eight Hundred Seventeen Dollars (\$29,817.00); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty Two Thousand Fifty Two and 00/100 Dollars (\$32,052.00).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall increase by \$2,500 from the immediately preceding five (5) year extension term. . The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of

LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. 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 satisfactory soil boring tests 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. 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; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement upon thirty (30) days notice to the LESSOR. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon 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, including, but, not limited to, the requirements set forth in paragraph 14 below. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 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 or willful misconduct 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. LESSEE agrees to indemnify, defend and hold LESSOR and its employees, agents, representatives harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney fees and court cost) arising from the installation, use, maintenance, repair or removal of the Communication Facility or LESSEE's breach of any provision of this Agreement, except to the extent attributable to the negligence, or intentional act or omission of the LESSOR, its employees, agents or independent contractors.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

- i. 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
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include as an additional insured the LESSOR on the Commercial General Liability and Auto Liability policies.

- b. LESSOR will maintain at its own cost 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 will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 2, 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.

12. 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 LESSOR.

13. 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. 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.

14. 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 building(s), antenna structure(s) (except footings), 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 (as defined in Paragraph 33 below). 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.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be at a "holdover rate" of the rent applicable during the month immediately preceding such expiration or earlier termination plus an additional \$200.

16. Notice Of Sale Or Transfer. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the 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 assignment of this Agreement to such third party, LESSOR agrees to provide written notice to LESSEE of such sale, transfer or easement at least thirty (30) days prior to execution of such sale, transfer or easement.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property 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 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. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, 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.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. 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.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or

oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE 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. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. 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: Chief Financial Officer

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.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be

entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR 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) 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 on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) 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) day period and thereafter diligently pursued to completion.

28. REMEDIES. 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. 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; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. 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 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 Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the 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.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). 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. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property 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 (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

LESSOR:
TOWNSHIP OF WEST ORANGE

By: _____

WITNESS

Its: _____
Date: _____

LESSEE:
NEW YORK SMSA LIMITED
PARTNERSHIP
d/b/a VERIZON WIRELESS

By: Cellco Partnership, its General Partner

By: _____
David R. Heverling

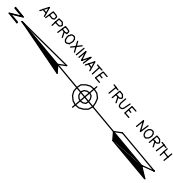
Its: Area Vice President Network

WITNESS

Date: _____

Exhibit "A"

(Sketch of Premises within Property)



NOTES:

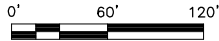
- LEASE EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE LEASE EXHIBIT "A".
- TRUE NORTH DETERMINATION IS BASED ON INFORMATION PROVIDED BY GOOGLE MAPS.
- THE LOCATIONS OF THE LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
- DO NOT SCALE THIS EXHIBIT, UNLESS OTHERWISE NOTED.

SITE INFORMATION:

- PROPERTY OWNER: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052
- OWNER CONTACT: JACK SAYERS, BUSINESS ADMINISTRATOR
(973) 325-4050
- TOWER OWNER/LESSEE: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052
- LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
- SITE ADDRESS: 280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
- BLOCK/ LOT/ ZONE: 152.07/ 1/O-R: OFFICE-RESEARCH
- ACCORDING TO THE FLOOD INSURANCE RATE MAP THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE X - "AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," PER MAP NUMBER 34013C0084F, PANEL 84 OF 200, ESSEX COUNTY, NEW JERSEY (ALL JURISDICTIONS), EFFECTIVE DATE: JUNE 4, 2007.
- INFORMATION SHOWN ON THESE DRAWINGS IS BASED UPON A SITE VISIT CONDUCTED BY DEWBERRY ENGINEERS INC. ON 11/06/14 & EXISTING CONSTRUCTION DRAWINGS BY HERBST MUSCIANO DATED 07/23/10.

OVERALL SITE PLAN

SCALE: 1"=120' FOR 11"x17"
1"=60' FOR 22"x34"



NOTES:

- NORTH SHOWN AS APPROXIMATE
- OVERALL SITE PLAN BASED ON INFORMATION FROM WWW.NJTAXMAPS.COM

HALF SIZE PRINT

THIS DRAWING IS SCALEABLE
AT HALF THE NOTED SCALE

LEASE EXHIBIT "A"		
1	12/16/14	ISSUED AS FINAL
0	11/25/14	ISSUED AS FINAL
C	11/24/14	REVISED PER LESSEE COMMENTS
B	11/20/14	REVISED PER LESSEE COMMENTS
A	11/12/14	ISSUED FOR 95% REVIEW
REV.	DATE	DESCRIPTION

NEW YORK SMSA
LIMITED PARTNERSHIP

d/b/a

verizonwireless

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ
08876

Dewberry®
Dewberry Engineers Inc.

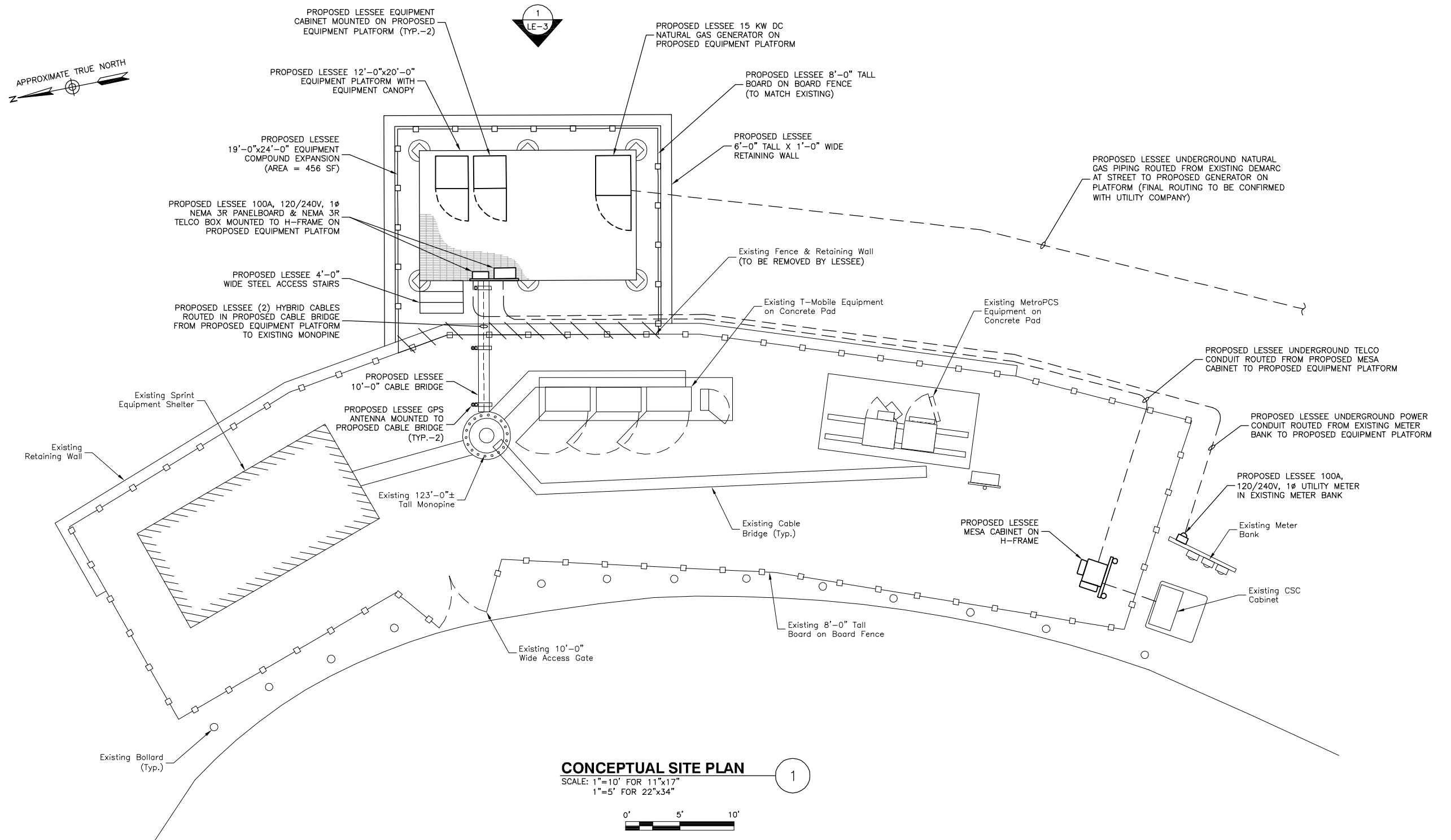
600 PARSIPPANY ROAD
SUITE 301
PARSIPPANY, NJ 07054
PHONE: 973.739.9400
FAX: 973.739.9710
COA 24GA28047800

SITE NAME:
WEST ORANGE 6
280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
ESSEX COUNTY

DRN. BY: JC
CHK. BY: BSH
APP. BY: GHN

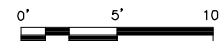
JOB NUMBER:
50046978/
50067045

DRAWING NUMBER:
LE-1



CONCEPTUAL SITE PLAN

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"



NOTES:

1. NORTH SHOWN AS APPROXIMATE.
2. NOT ALL EXISTING INFORMATION IS SHOWN FOR CLARITY.
3. SITE PLAN BASED ON SITE VISIT CONDUCTED BY DEWBERRY ENGINEERS INC. ON 11/06/14 & EXISTING CONSTRUCTION DRAWINGS BY HERBST MUSCIANO DATED 07/23/10.
4. ALL PROPOSED EQUIPMENT INCLUDING ANTENNAS, COAX, RRH'S, OVP BOXES, ETC ARE SHOWN AS CONCEPTUAL AND PENDING A STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS.
5. GROUND TO EXISTING COMPOUND GROUND RING. FINAL DESIGN TBD.
6. FINAL ELECTRICAL DESIGN TBD.
7. RETAINING WALL DESIGN IS SHOWN AS CONCEPTUAL. FINAL DESIGN TBD.

LEASE EXHIBIT "A"

REV.	DATE	DESCRIPTION
1	12/16/14	ISSUED AS FINAL
0	11/25/14	ISSUED AS FINAL
C	11/24/14	REVISED PER LESSEE COMMENTS
B	11/20/14	REVISED PER LESSEE COMMENTS
A	11/12/14	ISSUED FOR 95% REVIEW

NEW YORK SMSA
LIMITED PARTNERSHIP

d/b/a **verizon**wireless

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ
08876

Dewberry
Dewberry Engineers Inc.

600 PARSIPPANY ROAD
SUITE 301
PARSIPPANY, NJ 07054
PHONE: 973.739.9400
FAX: 973.739.9710
COA 24GA28047800

SITE NAME:
WEST ORANGE 6
280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
ESSEX COUNTY

DRN. BY: JC
CHK. BY: BSH
APP. BY: GHN

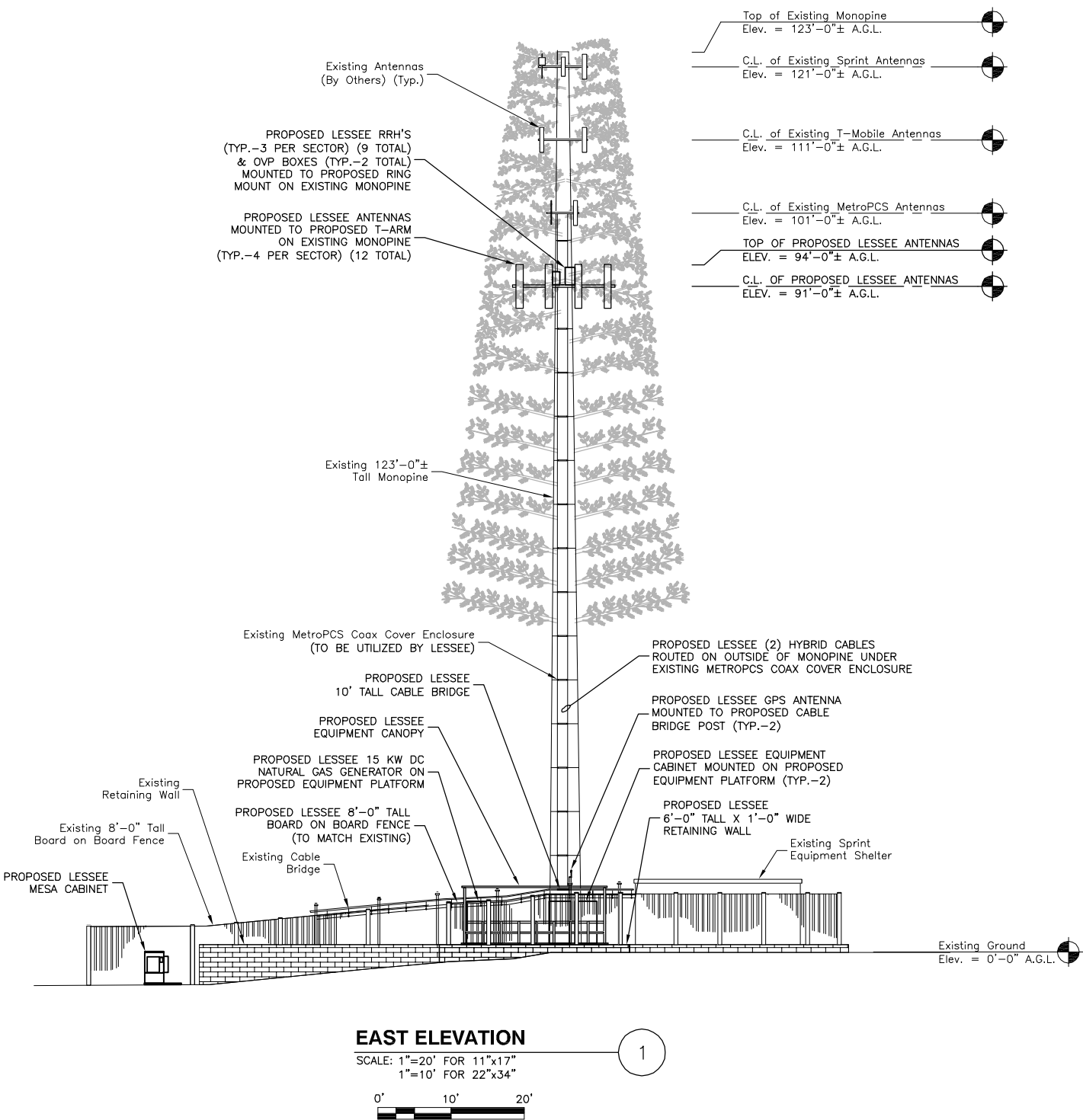
JOB NUMBER:
50046978/
50067045

DRAWING NUMBER:
LE-2

HALF SIZE PRINT
THIS DRAWING IS SCALEABLE
AT HALF THE NOTED SCALE

NOTES:

1. NOT ALL EXISTING INFORMATION IS SHOWN FOR CLARITY.
2. ELEVATION PLAN BASED ON SITE VISIT CONDUCTED BY DEWBERRY ENGINEERS INC. ON 11/06/14 & EXISTING CONSTRUCTION DRAWINGS BY HERBST MUSCIANO DATED 07/23/10.
3. ALL PROPOSED EQUIPMENT INCLUDING ANTENNAS, COAX, RRH'S, OVP BOXES, ETC. ARE SHOWN AS CONCEPTUAL AND PENDING A STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS.
4. RETAINING WALL DESIGN IS SHOWN AS CONCEPTUAL. FINAL DESIGN TBD.



HALF SIZE PRINT
THIS DRAWING IS SCALEABLE
AT HALF THE NOTED SCALE

LEASE EXHIBIT "A"			
1	12/16/14	ISSUED AS FINAL	
0	11/25/14	ISSUED AS FINAL	
C	11/24/14	REVISED PER LESSEE COMMENTS	
B	11/20/14	REVISED PER LESSEE COMMENTS	
A	11/12/14	ISSUED FOR 95% REVIEW	
REV.	DATE	DESCRIPTION	

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a


141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ
08876


Dewberry Engineers Inc.

600 PARSHIPANY ROAD
SUITE 301
PARSHIPANY, NJ 07054
PHONE: 973.739.9400
FAX: 973.739.9710
COA 24GA28047800

SITE NAME:
WEST ORANGE 6
280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
ESSEX COUNTY

DRN. BY:	JC
CHK. BY:	BSH
APP. BY:	GHN
JOB NUMBER:	50046978/ 50067045
DRAWING NUMBER:	LE-3

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") has a need, from time to time, for legal counsel on pension-related issues; and

WHEREAS, the pension-related issues for which the Township requires legal counsel may in some instances have an impact upon certain professionals, including those in the Law Department, that would otherwise be available to the Township; and

WHEREAS, to avoid any conflict or appearance thereof, the Township seeks to designate and retain an attorney to provide counsel on pension-related issues who will not be impacted, directly or indirectly, by any decisions regarding the Township's pension system; and

WHEREAS, Edwin R. Matthews, Esq. ("Mr. Matthews"), of Bourne, Noll & Kenyon, P.C., has provided professional services to the Township of West Orange in connection with residential real estate tax appeals since January 2013; and

WHEREAS, Mr. Matthews has agreed to provide the foregoing legal services at a discounted fixed hourly rate of \$150 per hour, the sum of which shall not exceed \$5,000 annually; and

WHEREAS, the Law Department recommends that Mr. Matthews be retained on the foregoing terms for the provision of the foregoing services;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange, that Edwin R. Matthews, Esq. shall be retained to provide legal counsel to the Township on pension-related issues at the rate of \$150 per hour, the sum of which shall not exceed \$5,000 annually; and it is further

RESOLVED, that this Resolution shall be published and 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: April 14, 2015

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

JOHN O. GROSS, CFO

RESOLUTION

WHEREAS, the Township of West Orange (“Township”) maintains a contract with the West Orange Fireman’s Mutual Benevolent Association, Local 28 (“FMBA Local 28”) regarding the employment of Local 28 members by the Township (the “Contract”); and

WHEREAS, a memorandum of agreement is needed to govern the wages and benefits for FMBA Local 28 members employed by the Township; and

WHEREAS, the Township and the FMBA Local 28 have agreed to modify the Contract in accordance with the terms and conditions set forth in the Memorandum of Agreement annexed hereto as **Attachment “A”** for the period between January 1, 2014 and December 31, 2017 (the “MOA”), with the effect that all other provisions in the Contract not modified by the MOA remain in full force and effect;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the MOA, and the Municipal Clerk is authorized to attest to the Mayor’s signature; and it is further

RESOLVED that the Township’s Labor Counsel is directed to incorporate the terms of the MOA into the Contract for subsequent execution by all parties;

RESOLVED that this Resolution shall be published and 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: April 14, 2015

MEMORANDUM OF AGREEMENT

The Township of West Orange (the "Township") and the West Orange Fireman's Mutual Benevolent Association, Local 28 ("FMBA LOCAL 28") on this _____ day of April, 2015 agree to recommend the ratification and approval of the following agreements:

DURATION OF CONTRACT: January 1, 2014 to December 31, 2017

WAGES:	a) Effective 1-1-2014	0%
	b) Effective 1-1-2015	0%
	c) Effective 1-1-2016	2%
	d) Effective 1-1-2017	2%

HOLIDAY PAY: Holiday pay shall be increased by one point six two percent (1.62%) for all members of the bargaining unit effective January 1, 2015

PERSONAL DAYS: **ARTICLE 19 – Personal Days and Seniority Days, Section A**

Effective January 1, 2016 all employees by the terms of this agreement will be allowed four (4) personal days of their choice for which they will not have to report to work and for which they will receive full pay. All four (4) personal days shall be used by the employee at any time and shall not be denied by the Chief/Director for any reason unless the four (4) days are requested during any National Disaster, Declared State of Emergency or on any one of the thirteen (13) annual holidays allocated to employees of the bargaining unit as spelled out in **Article 9-Salaries, Section, C** of the current collective bargaining agreement. Personal days requested by any member of the bargaining unit must be made by the member eighty four (84) hours in advance and are subject to the same conditions as per order # 2004-0130, Fair Labor Standards Act.

**NOTIFICATION FOR
UNION ACTIVITIES:**

ARTICLE 29- Time Off for Union Activities, Section A.

Effective upon the signing of this agreement "the Fire Chief and/or Director shall be notified in writing eighty four (84) hours in advance of the representative's intention to leave for said convention".

WORK HOURS:

ARTICLE 13- Hours of Duty, Section B, Paragraph three (3).

Effective upon the signing of this agreement "the total hours to be worked in any week by an individual who is assigned to Fire Administration shall not be less than forty (40) hours".

INSURANCE CO-PAY

ARTICLE 18 – Insurance, Section C., Layoffs and Demotions.

It is the intent of the parties to agree to avoid any layoffs or demotions within the bargaining unit for the duration of this contract. The Township agrees to no layoffs or demotions for contract year 2015. However, if layoffs or demotions become necessary in contract years 2016 and 2017 the Township agrees that the seven point five percent (7.5%) Insurance Contribution shall be eliminated for all members in the bargaining unit on the day a layoff plan is submitted to the New Jersey Civil Service Commission.

TOWNSHIP OF WEST ORANGE

**WEST ORANGE FIREMAN'S
MUTUAL BENEVOLENT
ASSOCIATION, LOCAL 28**

Omar W. Guzman

James D. [Signature]

FMB A President Local 28

DATE: _____

DATE: _____

RESOLUTION

WHEREAS, the Township of West Orange ("Township") has employed Detective Keith Boryeskne ("Detective Boryeskne") as a Township Police Detective; and

WHEREAS, Detective Boryeskne is an active member of the Police and Firemen's Retirement System (PFRS); and

WHEREAS, Detective Boryeskne has twenty-two (22) years and five (5) months of PFRS service credit, meeting the minimum service credit requirement of at least four (4) years for PFRS members; and

WHEREAS, the Township Administration is of the opinion that Detective Boryeskne is totally and permanently disabled from performing his assigned duties as a police officer, and can no longer perform his assigned duties based on the documentation supplied by professionals retained by the Township; and

WHEREAS the Township is unable to provide an alternative to the PFRS covered position with duties capable of being performed by Detective Boryeskne; and

WHEREAS the West Orange Police Chief has consented to the processing of an Involuntary Disability Retirement application for Detective Boryeskne;

NOW, THEREFORE, BE IT RESOLVED BY the governing body of the Township of West Orange that the Business Administrator of the Township shall be authorized to process an Involuntary Disability Retirement application for Detective Boryeskne; and it is further

RESOLVED that certified copies of this Resolution shall be forwarded to all parties involved in the administration of this action; 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,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: April 14, 2015

4846-4147-6387, v. 1

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **April 14, 2015** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy..
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- () 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- (X) 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Matter(s) of Litigation

116-15 Resolution Authorizing Retention of Edwin R. Matthews, Esq. to Provide Legal Counsel on Pension-Related Matters

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED, that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing Resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **April 14, 2015.**

Motion: Patty Spango

Second: Jerry Guarino

Vote

Aye: 5

Opposed: 0

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: April 14, 2015

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 51.16, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(REVISION OF ZONING ORDINANCE)**

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 incorporate a Sustainability checklist as part of the major/minor site plan, subdivision application process in an effort to create a more sustainable community and further the objectives of the Sustainability Plan included in the Township's Master Plan Updated adopted by the Township of West Orange Planning Board in 2010. The Sustainability checklist shall incorporate and encourage green building and sustainability measures for various aspects of zoning and planning, but zoning and planning approval shall not be conditioned upon any particular rating.

II. CHAPTER 25-51.16. SHALL BE ADDED AND READ AS FOLLOWS:

25-51.16 Sustainable Building and Design Standards.

All applicants for major and/or minor site plan and/or subdivision approval shall complete a Sustainability checklist form as a completeness item.

- a. The Township shall incorporate the current version of "Leadership in Energy & Environmental Design Rating System," which includes rating systems for LEED for New Construction and Major Renovation promulgated by the US Green Building Council.
- b. The Sustainability checklist form shall incorporate proposed green energy and water conservation measures including:
 1. The name of any LEED Accredited Professionals working on the project.
 2. A list of appliances, fixtures and construction techniques which meet U.S. EPA's Energy Star and WaterSense standards.
 3. A list of green and recycled building materials used in construction, renovation, and maintenance.
 4. A Waste Management Plan for recycling and/or reusing 60 percent of all construction and demolition waste generated in projects larger than \$25,000 outlining where waste will be sent for recycling, reuse, reprocessing, or disposal, together with a letter from each of the recipient facilities.
 5. Use of any water efficient landscaping.
 6. Use of any on-site renewable energy systems such as:
 - i. Solar
 - ii. Wind
 - iii. Geothermal

7. Details of roofing materials designed to reduce the urban heat island effect such as:
 - i. Construction of roof top gardens to reduce solar gain in summer and insulate in winter
 - ii. Use of roofing materials that are no darker than a light gray or demonstrate how alternate roofing materials reduce the urban heat island effect
 8. Details of any sustainable stormwater systems employed such as:
 - i. Bioswales/ raingardens
 - ii. Permeable surfaces
 - iii. Grey water systems
 - iv. Retention and detention facilities
 - v. Continuous trenching
 9. A list of native and well adapted species used in landscaping to eliminate the need for fertilization and pesticides.
- c. For each of the items listed on the Sustainability checklist form applicants must indicate the extent to which they are incorporating such a measure in the project or, alternatively, indicate the reason(s) why the measure is not being incorporated in the project.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Jerry Guarino, Council President

Robert D. Parisi, Mayor

Karen J. Carnevale, Municipal Clerk

Introduced: April 14, 2015

Adopted: May 12, 2014

Legislative History

The purpose of this ordinance is implement measures to further the objectives of the Sustainability Plan included in the Township of West Orange’s Master Plan Update adopted by the Township of West Orange Planning Board in 2010. Specifically this ordinance incorporates a Sustainability checklist as part of the minor site plan, subdivision and/or major site plan, subdivision applications process whereby applicants will have to disclose whether certain efforts have been made to utilize sustainability measures and obtain a rating accordingly. The ratings systems is adopted from the current version of the “Leadership in Energy & Environmental Design Rating System,” which includes rating systems for LEED for New Construction and Major Renovation promulgated by the US Green Building Council. While the submission of a Sustainability checklist shall be mandatory for the zoning and planning approval, zoning and planning approval shall not be conditioned upon a specific rating under LEED. A proposed Sustainability checklist shall resemble the following:

SUSTAINABILITY CHECKLIST FORM

	APPLICANT	TOWNSHIP
		OK (Date)
<u>SUSTAINABLE BUILDING AND DESIGN STANDARDS</u>		
Name of LEED Accredited Professional working on project		
List of Energy Star and WaterSense appliances, fixtures and construction techniques		
List of green and recycled building materials in new construction, renovation, and maintenance		
Waste Management Plan for recycling and/or reuse of 60 percent of all construction and demolition of waste generated in projects larger than \$25,000		
Use of any water efficient landscaping		
Use of any on-site renewable energy systems such as: Solar Wind Geothermal		
Details of roofing materials designed to reduce the urban heat island effect such as: Construction of roof top gardens to reduce solar gain in summer and insulate in winter Use of roofing materials that are no darker than a light gray or demonstrate how alternate roofing materials reduce the urban heat island effect		
Details of any sustainable stormwater systems employed such as: Bioswales/ raingardens Permeable surfaces Grey water systems Retention and detention facilities		

Continuous trenching		
A list of native and well adapted species used in landscaping to eliminate the need for fertilization and pesticides		

Note: Please indicate for each of the sustainable building/design items listed, the extent to which the measure is being incorporated in the project or, alternatively, indicate the reason(s) why it is not being incorporated in the project.

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