

# ORANGE RESERVOIR LEASE DEAL AT HAND

BY WALTER ELLIOTT

**ORANGE**: A leasing agreement between the City of Orange Township and Essex County regarding the former's reservoir property, as of Sept. 20, appears to be a County Executive's presentation and a City Council approving vote away.

County Executive Joseph N. DiVincenzo, according to a copy of the Orange Council's agenda printed Sept. 19, was to make a presentation about the lease arrangement before Mayor Eldridge Hawkins, Jr. and the full council during the latter's 7 p.m. conference meeting Sept. 20.

The council, on the same document, would then consider approving the proposed lease agreement during its subsequent regular 8 p.m. session.

When Local Talk arrived at the Orange City Clerk's office for its media packet 12:30 p.m. July 20, it received a copy of the proposed Resolution 248-2011. The packet's copy of the agenda,

however, had "Withdrawn" written beside DiVincenzo's scheduled presentation.

A telephone call with City Attorney Marvin T. Braker and an announcement by Council President Tency Eason during that night's meeting revealed that both DiVincenzo's presentation and council consideration were postponed until at least Oct. 4.

"The County Executive had an emergency," said before a council chamber gallery of 29 and cable access television viewers that night. "I will ask my colleagues if they have questions about the reservoir lease for the city attorney."

"It was felt," said Braker to "Local Talk" at 1:40 p.m. that day, "that the presentation should be made before the council considers the resolution."

The resolution, currently unofficial, calls for Orange to lease part of the reservoir listed on West Orange's tax zoning map as Block 163 Lot 1 to Essex County for 20 years. The

body of water and surrounding land is about four miles west of the city, off Northfield Avenue and the county's Codey Arena/Turtle Back Zoo complex.

Essex County and its developing agent would be allowed to build a restaurant and boathouse on that parcel. The county, in exchange would pay Orange \$1.6 million in upfront costs and monthly fees for 20 years.

The county would pay Orange \$750,000 the first 10 years and \$850,000 the next 10. There is a \$525,000 initial payment, however, reducing that \$750,000 to \$225,000.

Monthly rent payments are due the first of each month for the next 240-month period. "Local Talk" has calculated the first 10 years' monthly rent, with the \$525,000 initial payment deducted, to be \$6,166.66 a month.

The latter 10 years' rent of \$850,000 breaks down to \$7,083.33 a month.

"We own the property," said Hawkins. "It will be ours during and after the lease. We will not be selling the property."

Braker, during council member questioning, said that there will be other negotiating details to be settled between the city and the county. The attorney was careful in his responses, saying that the lease's substance was still a legal matter.

The agreement's language includes the dismissal of any litigation between the city and county regarding the reservoir and surrounding property. The city and county had sued and counter-sued each other in State Superior Court when negotiations appeared to have broken down in March.

The dismissal clause got the attention of Councilman Rayfield Morton, who then asked about the land where the Turtle Back Zoo's kiddie train ride has run on since at least the early 1960s.

Resident Gloria Stewart, in the meeting's public comment segment, said that she had noticed a sign on a recent zoo train ride with her granddaughter. Stewart said that the sign read "Entering City of Orange Property."

"During our research, we have found the tax certificate, deed and agreements with the county regarding the reservoir," said Braker. "There was an agreement on the train tracks but it was allowed to lapse some 20 years ago."

The city had sued in March for an estimated \$1 million back rent on the track's right of way. Braker stated that the dismissal by a Superior Court judge would likely be with prejudice - meaning that it would not be brought up before that bench ever again.

"I would be voting against the lease," said Morton. "It seems to me that we would not be getting the most 'bang for the buck.' We would be shortchanging the land's value."



## MUSIC SAVES EVENT