

1. Conference Meeting Agenda

Documents: [CA3.22.16.PDF](#)

2. Public Meeting Agenda

Documents: [PM3.22.16.PDF](#)

3. Resolution(S)

3.I. 82-16

Documents: [82-16 TAX COURT RESOLUTION 3.22.16.PDF](#), [82-16 ATTACHMENT.PDF](#)

3.II. 83-16

Documents: [83-16 EXTENSION OF SEWER CHARGES RESOLUTION 3.22.16.PDF](#)

3.III. 84-16

Documents: [84-16 AUTHORIZING EXECUTION OF SLIDE THE CITY LICENSE AGREEMENT.PDF](#), [84-16 ATTACHMENT.PDF](#)

3.IV. 85-16

Documents: [85-16 AUTHORIZING WAIVER OF GARAGE SALE FEE FOR PROJECT GRADUATION.PDF](#)

3.V. 86-16

Documents: [86-16 INTRODUCTION OF 2016 MUNICIPAL BUDGET.PDF](#)

3.VI. 87-16

Documents: [87-16 DISCHARGE RESOLUTION - 72 PARK TERRACE.PDF](#), [87-16 DISCHARGE DOCUMENTS 72 PARK TERRACE.PDF](#)

3.VII. 88-16

Documents: [88-16 RESOLUTION ABANDONED CARS 04052016.PDF](#)

3.VIII. 89-16

Documents: [89-16 RESURFACING RESOLUTION \(003\).PDF](#), [89-16 ATTACHEMENT - 2016 ANNUAL STREET RESURFACING LIST.PDF](#)

3.IX. 90-16

Documents: [90-16 AUTHORIZING AWARD OF HUMAN CAPITAL MANAGEMENT SERVICES CONTRACT TO KRONOS INC.PDF](#)

3.X. 91-16

Documents: [91-16 RAFFLE LICENSES 3.22.16.PDF](#)

3.XI. 92-16

Documents: [92-16 BLAU AND BLAU - COMMERCIAL TAX APPEALS.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2478-16

Documents: [2478-16 AMENDING CHAPTER 19 SECTION 10-SEWER CHARGES.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2479-16

Documents: [2479-16 BUDGET CAP ORDINANCE 2016.PDF](#)

5.II. 2480-16

Documents: [2480-16 AMENDMENTS TO TOBACCO ORDINANCE - INCREASING AGE TO PURCHASE TOBACCO AND NDS TO 21.PDF](#)

5.III. 2481-16

Documents: [2481-16 E-CIGARETTE LICENSING ORDINANCE CHAPTER 12 SECTION 11.PDF](#)

CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

March 22, 2016

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 October 14, 2015. 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 October 14, 2015.

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

=====

6:30 P.M

- **Presentation-Slide the City-Perry Bashkoff-Social Media Consultant
John McElroy, Chairman-Downtown West Orange Alliance**

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.**

Tuesday, March 22, 2016

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 emailed to the Star Ledger and the West Orange Chronicle on October 14, 2015. 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 October 14, 2015.

Statement of Decorum

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

(1972 Code § 3-15.2)

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting March 8, 2016**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids- None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 82-16 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
 - b. 83-16 Resolution Extending the Deadline for Payment of Sewer Charges from April 1, 2016 to June 1, 2016 (Gagliardo)
 - c. 84-16 Resolution Authorizing Execution of License Agreement with **Slide the City LLC** (Legal-Buffman)

This Resolution would authorize the execution of a license agreement with Slide the City, LLC pertaining to a “Slide the City” event to be held in conjunction with the Downtown West Orange Alliance street fair on June 4, 2016.

- d. 85-16 Resolution Authorizing Waiver of Garage Sale Fees for Project Graduation Fundraiser (Legal-Buffman)
This resolution would waive the five dollar (\$5.00) fee for garage sales, as set forth in Section 5-13.2 of the Revised General Ordinances of the Township of West Orange, for all garage sale applications submitted in connection with a May 14-15, 2016 town-wide garage sale being organized by the West Orange Project Graduation Committee (“Project Graduation”). Project Graduation coordinates graduation celebration activities for the students of West Orange High School.
- e. 86-16 Resolution Introducing the 2016 Local Municipal Budget (Gross)
- f. 87-16 Resolution for a Request of a Discharge of Mortgage – 72 Park Terrace, Block 113.01, Lot 100 (Planning)
- g. 88-16 Resolution Authorizing a Public Auction of Abandoned Cars on April 5, 2016 at Twin Towing, 1 Lakeside Avenue, West Orange and Select Towing, 52 Washington Avenue, West Orange (DeSantis)
- h. 89-16 Resolution an Award of Contract to Reggio Construction, Inc., 1575 West Street, Fort Lee, NJ 07024 for the 2016 Road Improvements, Various Streets in the Amount of \$3,355,203.44 (Lepore)
- i. 90-16 REMOVED
- j. 91-16 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- k. 92-16 Resolution Authorizing Blau and Blau, Special Counsel for the Purpose of Handling Commercial Tax Appeals to Prosecute Affirmative Tax Appeals for the Year 2016 with Regard to Certain Listed Properties (Legal-Trenk)

9. Ordinances on Second and Final Reading

- a. 2478-16 An Ordinance Amending and Supplementing Chapter 19, Section 10 of the General Ordinances of the Township of West Orange, Entitled “Annual Sewer Charges” (Gross)

10. Ordinances on First Reading

- a. 2479-16 Calendar Year 2016 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14)
- b. 2480-16 Ordinance Amending Chapter 12, Sections 8.1, 8.2, 8.3, 8.4, 8.5, 8.7, 8.8, 8.13, 8.14, and 8.16 re: Prohibition of Tobacco Sales to Persons Under the Age of 21
- c. 2481-16 Ordinance Amending Chapter 12 to Include Section 11 re: E-Cigarette Licensing
This ordinance would amend Chapter 12 to include an entirely new section, titled E-Cigarette Licensing. The new ordinance is designed to license establishments that sell electronic smoking devices and related products. The funds collected by licensing of such establishments shall be used to fund the development and maintenance of programs related to tobacco cessation, prevention and control as may be established and/or administered by the West Orange Health Department. The licensing fee is \$1,200.00 per year and shall be paid to the Township of West

Orange to offset budget appropriations in connection with education and enforcement of this ordinance and/or the States Tobacco Age of Sale Inspection Program. In order to allow time for implementation of this ordinance, it will be effective as of July 1, 2016.

11. ABC Hearing-None

12. Adjournment

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

Agenda is subject to change.

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT BY THE TAX COURT OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

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

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

LIST ATTACHED

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

Victor Cirilo, Council President

Adopted: March 22, 2016

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

John Gross, Chief Financial Officer

2016
TAX COURT JUDGMENT 82 -16

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2015	12/18/2015	125.05	173		36767	0	36767	0.03817	\$1,403.40
2012	2/26/2016	142	10		386100	340000	46100	0.03544	\$1,633.78
2012	2/26/2016	142	11		386100	340000	46100	0.03544	\$1,633.78
2013	2/26/2016	142	11		361200	322400	38800	0.03648	\$1,415.42
2014	2/26/2016	142	11		361200	322400	38800	0.03742	\$1,451.90
2015	2/26/2016	142	11		361200	322400	38800	0.03817	\$1,481.00
2012	2/26/2016	142	14		365700	340000	25700	0.03544	\$910.81
2013	2/26/2016	142	14		365700	322400	43300	0.03648	\$1,579.58
2014	2/26/2016	142	14		365700	322400	43300	0.03742	\$1,620.29
2015	2/26/2016	142	14		365700	322400	43300	0.03817	\$1,652.76
2013	2/26/2016	159.08	56		5191500	4900000	291500	0.03648	\$10,633.92
2015	2/26/2016	159.08	56		4900000	4250000	650000	0.03817	\$24,810.50
2015	10/23/2015	116.01	115		700000	684400	15600	0.03817	\$595.45
TOTAL									\$50,822.59

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is authorized to collect charges annually from real property owners in connection with their use of the sewerage system , pursuant to N.J.S.A. 40:14A-8 and Chapter 19, Section 10 of the Revised General Ordinances of the Township; and

WHEREAS, the Township seeks to change the rate associated with collection of sewer charges; and

WHEREAS, the Township seeks to extend the deadline for payment of sewer charges from April 1, 2016 to June 1, 2016 to implement the new rate adopted by the Township;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the deadline for property owners to pay sewer charges for the year 2016 is hereby extended from April 1, 2016 to June 1, 2016; and

BE IT FURTHER RESOLVED that this Resolution shall be made available in the Clerk's office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale,
Municipal Clerk

Victor Cirilo,
Council President

Adopted: March 22, 2016

RESOLUTION

WHEREAS, Slide The City, LLC (“STC”) has recently organized and overseen inflatable-slide events in Salt Lake City, Utah; Boise, Idaho; and West Palm Beach, Florida; and

WHEREAS, the Downtown West Orange Alliance will hold its annual street fair on June 4, 2016 (the “Fair”); and

WHEREAS, the Township of West Orange (the “Township”) seeks to partner with STC in order to further promote and enhance the Fair; and

WHEREAS, there exists within the Township a section of Mount Pleasant Avenue between Brennan Drive and Main Street (the “Site”); and

WHEREAS, STC desires to use a portion of the Site, on the date of the Fair, for the temporary installation and temporary operation of an inflatable slide equipped with a recirculating chlorinated water system; and

WHEREAS, the Township is willing to permit said use of the Site in accordance with the terms and conditions set forth in the license agreement annexed hereto as **Attachment A** (the “License Agreement”);

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of the West Orange, that the Mayor be and is hereby authorized to execute the License Agreement, in the form annexed hereto as **Attachment A**; 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, RMC
Municipal Clerk

Victor Cirilo,
Council President

Adopted: March 22, 2016

ATTACHMENT "A"

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation, whose address is 66 Main Street, West Orange, New Jersey (the "Township"), as licensor,

and

Slide The City, LLC, a Utah Corporation, whose address is 59 West 100 South, Salt Lake City, Utah 84101 ("STC"), as licensee:

Recitals

WHEREAS, STC has recently organized and overseen inflatable-slide events in Salt Lake City, Utah; Boise, Idaho; and West Palm Beach, Florida; and

WHEREAS, the Downtown West Orange Alliance will hold its annual street fair on June 4, 2016 (the "Fair"); and

WHEREAS, the Township seeks to partner with STC in order to further enhance and promote the Fair; and

WHEREAS, there exists within the Township a section of Mount Pleasant Avenue between Brennan Drive and Main Street (the "Site"); and

WHEREAS, STC desires to use a portion of the Site, on the date of the Fair, for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system; and

WHEREAS, the Township is willing to permit said use of the Site in accordance with the terms set forth below.

Agreement

The above Parties hereby agree to the following terms and conditions of this License Agreement.

1. Use of the Property

STC shall be permitted to use the Site for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system (the "Slide") and anything else related to the operation of the Slide (the "Slide Equipment").

2. Term

STC's use of the Site, as set forth in Paragraph 1, shall be limited to the twenty (20) hour period between 4:00 a.m. and 11:59 p.m. on June 4, 2016, which shall include setup, dismantling, and cleanup activities (the "Term"). The Slide shall be in operation between 11:00 a.m. and 6:00 p.m. on June 4, 2016.

3. Fee and Charges

There shall be no fees or charges for STC's use of the Site during the Term.

4. Indemnification

STC expressly covenants and agrees to defend, indemnify and save harmless the Township, its agents, elected officials, and employees against and from any and all liabilities, obligations, damages, penalties, fines, claims, costs, liens, charges and expenses of any kind, including but not limited to attorney's fees, which may be asserted by third persons against the Township or its agents, elected officials, or employees by reason of or in connection with any one or all of the following:

- a. the activities of STC, its agents, employees, contractors, licensees or invitees;
- b. any negligent or otherwise wrongful act or omission on the part of STC or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to persons located at the Site during the Term;
- c. any work or thing done in, on or about the Site either by or at the direction of STC, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to persons located at the Site during the Term;
- d. any accident, injury or damage to any person or property; and
- e. any violation by STC of any provision of any local, state or federal law or regulation.

5. Release of Claims by STC

STC releases and forever discharges the Township, along with any entities in which the Township has an interest, from any and all manner of waivable claim, known or unknown, civil or criminal, vested or contingent, asserted or unasserted, legal or equitable, that STC or its heirs, executors, administrators, successors and assigns ever had or may now have, as of the date upon which this License Agreement is executed, against the Township, of any nature or description, assertable in any forum, including but not limited to any claims arising from any damage to the Slide or Slide Equipment or any loss or diminishment of profits generated by STC for any reason.

6. Insurance

STC agrees to maintain a general liability insurance policy naming itself and the Township as named insureds in an amount not less than one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) in the aggregate.

7. Security

STC shall be responsible for the compensation of five (5) extra duty West Orange Police officers for the twenty (20) hour duration of the event, and of one (1) extra duty West Orange Police officer for a sixteen (16) hour duration, at a rate of \$81/hour, totaling \$9,396.00 (the "Security Compensation"). In the event that the Township determines that any of the foregoing

extra duty officers are not needed, or are needed for a shorter duration than set forth above, the Security Compensation due to the Township by STC shall be reduced.

STC agrees to pay any other additional public safety charges incurred by the Township beyond its normal staffing requirements ("Additional Charges"). Any Additional Charges shall be set forth in an invoice to be furnished to STC by the Township by no later than June 30, 2016.

8. Escrow

By no later than May 29, 2016, STC shall deposit the sum of \$10,000 to be held in escrow by the Township to cover payment of the Security Compensation and, if applicable, the Additional Charges (the "Escrow"). The unexpended balance of the Escrow shall be returned to STC.

9. No Tobacco or Alcohol on Site

STC and its agents shall refrain from the use of tobacco, tobacco products, and/or alcohol on the Site and shall prohibit the use of tobacco, tobacco products, and/or alcohol on the Site.

10. Maintenance

STC shall maintain the Site in a neat, clean, and orderly manner free of all garbage, waste, litter and debris. All garbage receptacles placed on the Site shall be emptied and their contents disposed of as reasonably necessary throughout the Term. In addition, to the extent that the Township advises STC of any dangerous condition, STC agrees to immediately take all steps necessary and appropriate to eradicate the dangerous condition.

11. Pedestrian Barriers

STC shall be responsible for the payment, procurement, installation, and removal of pedestrian barriers to be positioned between public areas, on one side, and water and electrical sources contained in the area encompassing the Slide/Slide Equipment, on the other side.

12. Portable Restrooms

STC shall be responsible for the payment, procurement, installation and removal of twelve (12) portable restrooms to be positioned at the Site during the Term at a location designated by the Township.

13. Township's Provision of Emergency Services

The Township shall provide ambulatory and first aid services during the Term. To the extent possible based upon any emergencies that exist or may arise requiring alternate use of the Township's emergency resources, the Township will ensure that one (1) ambulance and two (2) emergency medical technicians are positioned at the Site during the Term.

14. Township's Right to Inspect Site

The Township may enter the Site at any time to inspect the Site as the Township deems necessary or desirable. STC shall have no claim or cause of action against the Township solely for entering the Site in accordance with this paragraph.

15. Compliance with Laws and Regulations

STC shall comply with and adhere to all laws and regulations while using the Site.

16. No Representations

Neither Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

17. Permits and Approvals

STC hereby represents and warrants that it has obtained or shall obtain all necessary local, state, and federal permits and approvals in connection with the activities described herein.

18. Consideration

The Parties hereby acknowledge that the only consideration for executing this License Agreement is as set forth herein.

19. Waiver of Jury Trial

To the extent that waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Site.

20. Choice of Law

This License Agreement shall be governed by the laws of the State of New Jersey.

21. Choice of Venue

Venue for the adjudication of any disputes arising from or in relation to this License Agreement shall lie exclusively in the Superior Court of New Jersey, Essex Vicinage.

22. Captions

The captions set forth in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

23. Severability

If any provision of this License Agreement is declared by any Court or tribunal of competent jurisdiction to be illegal, void or unenforceable as written, the remaining provisions of this License Agreement shall nevertheless remain in full force and effect.

24. Ambiguity

The Parties further stipulate and agree that they have each had an opportunity to participate in the negotiation and drafting of this License Agreement, and that any ambiguity in this License Agreement will not be construed for or against either Party.

25. Access to Legal Counsel

The Parties further stipulate and agree that they each have had the opportunity to consult with legal counsel of their choosing prior to entering into this License Agreement, and that neither Party has relied upon any statement, representation or advice by the other Party's counsel.

26. Counterparts

This License Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

27. Amendments

This License Agreement may only be amended in writing, pursuant to an instrument executed by the Parties.

28. No Assignment

STC is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Township, which consent may be withheld by the Township in the Township's sole discretion.

29. Notice

Notices and other communications provided herein shall be in writing and shall be deemed given only if delivered by registered or certified mail (return receipt requested) with postage and registration or certification fees thereon paid, or by any nationally recognized overnight courier, addressed to the Party at its address set forth below:

If to the Township:

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052
Phone: (973) 325-4155
Fax: (973) 731-1196
E-Mail: kcarnevale@westorange.org

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Ave., Suite 300
West Orange, NJ 07052
Phone: (973) 243-8600
Fax: (973) 243-8677
E-mail: rtrenk@trenklawfirm.com

If to STC:

Erin Gehring
Slide The City, LLC
59 West 100 South
Salt Lake City, UT 84101
Phone: (801) 528-8395
E-Mail: erin@slidethecity.com

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:

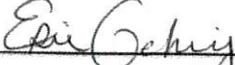
Dated:

WITNESS:



Dated:

SLIDE THE CITY, LLC

By:  _____

Title: *Event Director*

TOWNSHIP OF WEST ORANGE

By: _____
Robert D. Parisi, Mayor

RESOLUTION

WHEREAS, for over twenty (20) years, the West Orange Project Graduation Committee (“Project Graduation”), in partnership with the West Orange High School Parent Teacher Association, has coordinated a graduation celebration for the students of West Orange High School; and

WHEREAS, in order to raise funds for graduation celebration activities, Project Graduation intends to organize and oversee a town-wide garage sale, which has been tentatively scheduled to occur on May 14, 2016 and May 15, 2016 (the “Garage Sale”); and

WHEREAS, in connection with the Garage Sale, Project Graduation will charge \$25 per home and provide participating homes with a Project Graduation lawn sign, a map and/or listing of all participating homes, and advertising; and

WHEREAS, Section 5-13.2 of the Revised General Ordinances of the Township of West Orange (“Section 5-13.2”) provides that it shall be unlawful for any person to conduct a garage sale within the Township without obtaining a license from the Planning Department and paying a fee of five dollars (\$5.00); and

WHEREAS, the Township of West Orange (the “Township”) seeks to support and provide assistance to Project Graduation with respect to the foregoing fundraising activities;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the five dollar (\$5.00) fee set forth in Section 5-13.2 shall be waived for all garage sale applications submitted in connection with the Garage Sale organized through Project Graduation, such waiver being expressly limited to the single event described herein; and

BE IT FURTHER RESOLVED that this Resolution shall be made available in the Clerk’s office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 22, 2016

RESOLUTION INTRODUCING THE 2016 LOCAL MUNICIPAL BUDGET

BE IT RESOLVED, by the Township Council of the Township of West Orange, on this 22th day of March 2016, that the 2016 Local Municipal Budget of the Township of West Orange be and is hereby introduced on first reading and the Township Clerk is directed to read the title thereof in full.

The public hearing for the budget will be May 3, 2016 at 7 p.m. at the Town Hall, Council Chambers located at 66 Main St.

M1 _____ Council member offered the above resolution and moved its adoption.

M2 _____ Seconded by Council member and adopted by the following vote.

Council members:

Council President Cirilo _____
Councilwoman Casalino _____
Councilman Guarino _____
Councilman Krakoviak _____
Councilwoman McCartney _____

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

Victor Cirilo, Council President

Adopted: March 22, 2016

RESOLUTION

WHEREAS, on January 9, 2013 a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Michael and Luz Jenkins (the Owners) who own 72 Park Terrace in the Township of West Orange known as Block 113.01, Lot 100 (the Property); and

WHEREAS, the mortgage was in the amount of \$35,000.00 payable whenever this property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the mortgage on or about March 10, 2016; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$35,000.00 has been paid in full;

NOW, BE IT RESOLVED THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property; and be it further

RESOLVED, that a copy of the Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, RMC, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 22, 2016

DISCHARGE OF MORTGAGE

A certain Mortgage dated 12/10/12, was made by Michael Jenkins of 72 Park Terrace, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$35,000. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on January 9, 2013 in Mortgage Book 12410, Page 700.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

Date: 03/10/16 Amount: 37,000.00

File Number: CL-9067

Check #: 23276

Pay To: West Orange Township

Buyer: Michael Jenkins and Luz Stella Jenkins

Seller:

Property: 72 Park Terrace, West Orange, NJ 07052

0.00 Loan#

37,000.00 Payoff Principal

Security features are included. Details on back

CL-9067

**CITY LINE ABSTRACT COMPANY
SETTLEMENT TRUST / ESCROW ACCOUNT 5**
15 SAINT ASAPH'S ROAD
BALA CYNWYD, PA 19004
(610) 664-9422

Wells Fargo Bank, N.A.
3-50/310

0232

23276

03/10/16

\$37,000.00

DATE

AMOUNT

The Sum THIRTY SEVEN THOUSAND DOLLARS and 00/100

PAY
TO THE
ORDER
OF

West Orange Township

W.Orange Dept. of Planning & C
c/o Joanne Carlucci, 66 Main S
West Orange NJ 07052

Kan Mayers

⑈023276⑈ ⑆031000503⑆ 2000048001894⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.

7

CITY LINE ABSTRACT COMPANY

15 Saint Asaph's Road
Bala Cynwyd, PA 19004
(610) 664-9422
(610) 664-9435 – Fax

March 4, 2016

Our File No. CL-9067

West Orange Township
W. Orange Dept. of Planning & Community Development
c/o Joanne Carlucci, 66 Main S
West Orange NJ 07052
Attn: Mortgage Payoff Dept.

RE: Account #

Property: 72 Park Terrace, West Orange, NJ 07052

Owners: Michael Jenkins and Luz Stella Jenkins

To Whom It May Concern:

Pursuant to your written payoff statement (a copy of which is enclosed herewith) we now provide our check payable to your institution in the amount of \$37,000.00 representing payment in full of the within mortgage account. In the event this sum is insufficient to pay in full all sums due, for any reason, please do not return this check, but rather you are hereby directed to apply the enclosed payment against all sums due. Thereafter, please call this office to advise, and prepare and fax a new payoff statement setting forth any remaining balance due with a per diem.

Please cancel the loan immediately and promptly execute and record a Satisfaction of Mortgage in the appropriate county recorder of deeds office in order to remove the lien of the mortgage.

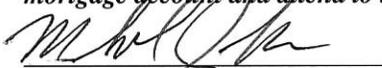
If this is a Home Equity Line of Credit, these funds are intended to pay the undersigned's line of credit in full and close it. You have as of this date received funds to pay the above referenced line of credit in full. As such, you are hereby instructed to close this line of credit and attend to the preparation of a discharge, satisfaction or cancellation in recordable form. The mortgagors' authorization and direction to close the account is set forth below.

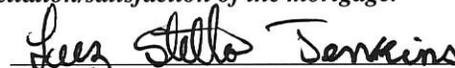
The return of any overpayment should be sent to the undersigned at the address below.

Mortgagor/Seller forwarding address: same as above

Sincerely,
Settlement Representative

This payoff transmittal letter is remitted at our direction and request. I/We authorize and direct you to close our equity line mortgage account and attend to the discharge/cancellation/satisfaction of the mortgage.


Michael Jenkins


Luz Stella Jenkins

**Township of West Orange
Housing Rehabilitation Program
(WOHRP)**

Steven J. Weinberg
Program Coordinator

973-324-1556 or 732-390-4745

P.O. Box 6025
East Brunswick, NJ 08816

steve.weinberg@mac.com

March 1, 2016

Mr. & Mrs. Michael & Luz Jenkins
72 Park Ter.
West Orange, NJ 07052

Dear Mr. & Mrs. Jenkins :

The Township Planning and Community Development Department has told me that you wish to pay off your West Orange Housing Rehabilitation Program loan.

Your loan payout amount is \$35000.00. Your administrative fee is \$2,000.00.

Your total payout to the Township, then, would be \$37000.00.

Please have the payoff check made out to West Orange Township and mailed to the West Orange Department of Planning and Community Development, % Joanne Carlucci, 66 Main St., West Orange, NJ 07052

Sincerely,

Steven J. Weinberg
Program Coordinator

cc: Dept. of Planning & Community Development

RECORDING INFORMATION SHEET

ESSEX COUNTY REGISTER'S OFFICE
 HALL OF RECORDS , ROOM 130
 465 MARTIN LUTHER KING Jr. Blvd
 NEWARK NJ 07102

INSTRUMENT NUMBER:
13002053

DOCUMENT TYPE :
MORTGAGE

Official Use Only

PHILIP THIGPEN, REGISTER
 ESSEX COUNTY, NJ

 INSTRUMENT NUMBER
 13002053
 RECORDED ON
 January 9, 2013 12:52 am
 BOOK:12410 PAGE:700

HB

Return Address (for recorded documents)
 COMMUNITY ACTION SERVICE
 P.O. BOX 6025
 EAST BRUNSWICK NJ 08816

No. Of Pages (excluding Summary Sheet)		4
Recording Fee (excluding Transfer Tax)		\$8.00
Realty Transfer Tax		\$0.00
Amount Charged	(Charge)	\$8.00
Municipality	WEST ORANGE	
Parcel Information	Block	
	Lot	
First Party Name	MICHAEL JENKINS	
Second Party Name	WEST ORANGE, TOWNSHIP OF	

MAIL COPY _____
 NO COPY _____
 ENVELOPE _____

ADDITIONAL STAMPINGS _____

Additional Information (Official Use Only)

***** DO NOT REMOVE THIS PAGE. *****
 COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD
 ***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

Return to →

Community Action Service
P.O. Box 6025
East Brunswick, NJ 08816

MORTGAGE

THIS IS A LEGALLY BINDING DOCUMENT WHICH CREATES A LIEN. DURING THIS THREE-DAY PERIOD, YOU MAY CHOOSE TO HIRE AN ATTORNEY TO REVIEW THIS DOCUMENT. IN THIS THREE-DAY PERIOD, IT IS POSSIBLE TO CANCEL THE DOCUMENT WITHOUT ANY PENALTY. THE CANCELLATION, HOWEVER, MUST BE IN WRITING.

THIS MORTGAGE made this **10th** day of **December**, 2012 between: **Michael & Luz Stella Jenkins** residing at **72 Park Terrace, West Orange, NJ 07052**, the BORROWER(S), and the TOWNSHIP OF WEST ORANGE, 66 Main Street, West Orange NJ 07052, the LENDER.

The BORROWER(S) has applied for monetary assistance under the LENDER'S West Orange Township Housing Rehabilitation Program for the purpose of correcting defects in the house and bringing up to Property Maintenance Code standards. The LENDER has agreed to grant the BORROWER(S) a loan with deferred payments in the amount of: **\$35,000.00 (Thirty-Five Thousand Dollars)** which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document.

The loan is to be repaid by the BORROWER(S) in accordance with this Mortgage and subject to all the terms and conditions as listed in the Mortgage Note. The Mortgage will secure that the LENDER will be repaid the monies loaned and any other costs or charges incurred for the repair of the BORROWER (S) property.

To insure that BORROWER(S) performs its obligations as called for by the Mortgage and Mortgage Note, the BORROWER(S) hereby mortgages to the LENDER, its successors and assigns the tract of land and premises located in the Township of West Orange, County of Essex, State of New Jersey, at **72 Park Terrace, West Orange, NJ 07052** more specifically known as Block **113.01**, Lot **100** as shown on the current tax map of the Township of West Orange. This premises was conveyed to the BORROWER(S) by deed from **Henry W. and Martha Van Hagens** dated **11/30/1992** and recorded in the Township Clerk's Office on **12/11/1992** in Book No.**5239**, Page **909**.

The BORROWER(S) agrees:

- 1) **Ownership.** BORROWER(S) owns the property and will defend his/her ownership against all claims.
- 2) **Payments.** He/she will make all payments required by the Mortgage Note and Mortgage.
- 3) **Insurance.** He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the LENDER. He/she will notify the LENDER in the event of

any substantial loss or damage. The LENDER may then settle the claim on his/her behalf if he/she fails to do so.

4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.

5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the West Orange Township Housing Rehabilitation Program guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.

6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.

7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDERS security interest in the property.

The LENDER may declare BORROWER(S) in default on the Mortgage Note and this Mortgage if:

a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;

b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage Note or this Mortgage;

c) BORROWER(S) sells the property, transfers title to the property, dies, or (in the case of a single family home) the borrower rents it to anyone for any reason. If the property contains rental units, the borrower may only rent to certified low or moderate income renters per COAH regulations for the life of the Mortgage and Mortgage Note.;

d) The holder of any lien (debt) on the property starts foreclosure proceedings; or

e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;

f) There is a default under a senior mortgage; or

g) BORROWER(S) fails to comply with any term or condition set forth in the West Orange Township Housing Rehabilitation Deferred Loan Agreement, the Mortgage Note, this Mortgage or the West Orange Township Housing Rehabilitation Program guidelines and procedures.

8) Rights Given to the Lender. BORROWERS(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the

LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.

9) Term. This Mortgage shall be due and payable whenever this property shall be sold or title transferred or BORROWER ceased to occupy this property as their primary residence as provided for in the Mortgage Note.

10) The Lender may subordinate the lien of this Mortgage to the lien of any subsequent home equity loan, secondary mortgage or refinancing to be procured by the BORROWER (S). The Lender will establish rules and regulations for BORROWER(S) to follow in requesting such subordination and may require a reasonable fee to process the necessary paperwork. BORROWER(S) must allow ample time for the Lender to process any such request prior to the anticipated closing of the new financing that requires any subordination of the lien of their West Orange Housing Program Mortgage.

11) In the event the Lender agrees to subordinate its mortgage, the LENDER shall, if required by the lending institution and after being presented with necessary documentation, execute such documents as may be necessary within twenty-five days of request to do so, to indicate the subordinate character of this Mortgage.

12) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive its rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf.

THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed the agreement and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

[Signature]

[Signature]
Michael Jenkins

[Signature]
Luz Stella Jenkins

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
TOWNSHIP OF WEST ORANGE

ss.

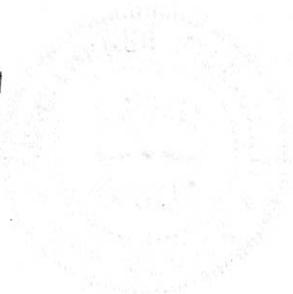
On this 10 day of December, 2012, by me Christopher

Fioravanti, personally appeared Michael + Luz Stella

Jenkins who I am satisfied is the person(S) named in and who executed this document, and who signed, sealed and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

Chris Fioravanti
NOTARY PUBLIC

CHRISTOPHER FIORAVANTI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/4/2015



Returns to ↓

Community Action Service
P.O. Box 6025
East Brunswick, NJ 08816

88-16
March 22, 2016

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell three (3) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday April 5, 2016 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell five (5) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday April 5, 2016 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen Carnevale, R.M.C.
Municipal Clerk

Victor Cirilo
Council President

Adopted: March 22, 2016

ADVERTISEMENT

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday April 5, 2016 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1999	FORD	2FAFP71W6XX162895
2001	HON	2HKRL18631H555199
1998	VW	3VWBA61E4WM808888

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday April 5, 2016 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2003	FORD	1FAFP53U83G226192
1998	BMW	WBACD4320WAV65001
1993	HON	1HGCB7678PA015551
2006	PON	1G2ZG558364122503
2000	CHEV	1G1ND52J1Y6200576

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1) for the 2016 Road Improvements, Various Streets; and

WHEREAS, at the date time and place advertised for the opening of said bids, the Township did receive ten bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder.

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the 2016 Road Improvements, Various Streets is hereby awarded to:

REGGIO CONSTRUCTION, INC.

1575 WEST STREET

FORT LEE, NEW JERSEY 07024

in the amount of \$3,355,203.44.

BE IT FURTHER RESOLVED that Certified Checks and/or Bid bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

KAREN CARNEVALE, RMC, MUNICIPAL CLERK

VICTOR CIRILO, COUNCIL PRESIDENT

Adopted: March 22, 2016

I hereby certify funds are available from:

ACCOUNT NO.
2016 STREET RESURFACING \$3,355,203.44

JOHN GROSS, CHIEF FINANCIAL OFFICER

**2016 ANNUAL STREET RESURFACING LIST (Revised October 22, 2015)
ISSUED WITH REQUEST FOR PROPOSALS**

MILL AND PAVE ONLY, INCLUDES HANDICAPPED RAMPS WITH DETECTABLE PLATES, ECO-CATCH BASIN HEADS, BICYCLE SAFE GRATES, CATCH BASIN REBUILD/RECONSTRUCT, MANHOLE CASTINGS, MANHOLE REBUILD/RECONSTRUCT, MINOR CURB REPAIR

1. Harrison Avenue, Entire Length
1600 LF
2. South Valley Road, Orange Line to Walker Road
1750 LF
3. Bradford Avenue, Entire Length
Mill Concrete, Level Pavement, Pavement Fabric
1240 LF
4. Grandview Avenue, Entire Length
Mill Concrete, Level Pavement, Pavement Fabric
1110 LF
5. Murphy Court, Entire Length
500 LF
6. Ralph Road, Entire Length
Mill Concrete, Level Pavement, Pavement Fabric
2200 LF
7. Elm Street, Mississippi Avenue to Valley Way
Mill Concrete, Level Pavement, Pavement Fabric
520 LF
8. Edgar Road, Entire Length
Some curb replacement
1350 LF
9. Rainbow Terrace, Entire Length
Mill Concrete, Level Pavement, Pavement Fabric
500 LF

CURB, APRONS, MILL AND PAVE, INCLUDES HANDICAPPED RAMPS WITH DETECTABLE PLATES, ECO-CATCH BASIN HEADS, BICYCLE SAFE GRATES, CATCH BASIN REBUILD/RECONSTRUCT, MANHOLE CASTINGS, MANHOLE REBUILD/RECONSTRUCT

10. Pen Bryn Road, Entire Length
Mill Concrete, Level Pavement, Pavement Fabric
300 LF

11. Rosemont Terrace, Drive and Court
2800 LF
12. Underwood Drive, Blackstock Road to Tenney Road
1500 LF
13. Tenney Road, Entire Length
1060 LF
14. Dale Drive, Entire Length
730 LF
15. Pine Street, Wellington Avenue to Birch Street
670 LF
16. Birch Street, Wellington Avenue to Forest Hill Road
720 LF
17. Dawes Avenue, Entire Length
575 LF
18. Orange Heights Avenue, Entire Length
1520 LF
19. Meeker Street, Entire Length
490 LF
20. Tremont Avenue, Entire Length
460 LF
21. Spring Hill Drive, Entire
1600 LF, includes replacing drainage system with combination underdrain, storm drain where applicable
22. Cherrywood Circle, Entire Length
300 LF, includes replacing drainage system with combination underdrain, storm drain where applicable
23. Fernwood Circle, Entire Length,
300 LF, includes replacing drainage system with combination underdrain, storm drain where applicable

TOTALS – 23,795 LF or 4.51 miles

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) requires the need to secure a company to provide various Human Capital Management Services (the “HCM Contract”); and

WHEREAS, the Township issued a Request for Proposal (“RFP”) for the HCM Contract pursuant to the competitive contracting provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et seq.; and

WHEREAS, on October 27, 2015, the Township received three (3) proposals to the RFP; and

WHEREAS, the three (3) proposals were reviewed and evaluated by the Evaluation Committee consisting of the Township’s Chief Financial Officer, Assistant Comptroller, Purchasing Agent, IT Manager and Human Resource Coordinator (collectively the “Evaluation Committee”); and

WHEREAS, after evaluating the proposals, the Evaluation Committee prepared an Evaluation Report and recommended that the HCM Contract be awarded to Kronos, Inc. which is attached hereto as **Attachment “A”**; and

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does award the HCM Contract to Kronos, Inc, to be executed in the form annexed hereto as **Attachment “B”**; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all documents necessary to effectuate the agreement with Kronos, Inc., and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

Karen J. Carnevale, RMC, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 22, 2016

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 No.</u>
The Foundation at NJ Institute of Technology Inc. Off Prem 50/50	November 11, 2016	757 Eagle Rock Ave.	7288

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: March 22, 2016

RESOLUTION

WHEREAS, pursuant to Title 54 of the New Jersey Statutes Annotated, the Township regularly assesses all real properties within the Township and allocates its budget in a proportionate manner based upon the value of the various line items; and

WHEREAS, by Agreement dated January, 2016, the Township retained Blau and Blau, Attorneys at Law of the State of New Jersey, as special counsel for the purpose of handling commercial tax appeals for the period January 1, 2016 through December 31, 2016 (“Special Counsel”); and

WHEREAS, Special Counsel’s engagement includes specifically the right to file affirmative tax appeals on behalf of the Township which tax appeals are designed to accurately and equitably apportion the real estate tax burden among the existing properties within the Township; and

WHEREAS, Special Counsel is entitled to a contingent fee if any increase in assessment occurs as a result of the appeal; and

WHEREAS, Special Counsel has performed an analysis as to the various properties within the Township that it believes warrant affirmative tax appeals; and

WHEREAS, tax appeals must be filed no later than April 1, 2016; and

WHEREAS, Special Counsel is responsible for all fees and expenses in prosecuting any affirmative tax appeals; and

WHEREAS, Special Counsel has consulted with the Tax Assessor and Mark Hendricks, Appraiser for the Township, concerning the efficacy of such affirmative appeals and they concur with Special Counsel’s analysis; and

WHEREAS, Special Counsel has consulted with the Township Attorney concerning the potential tax appeals and he concurs with the decision to proceed; and

WHEREAS, nothing contained herein shall mandate or require the prosecution of such appeals, but shall authorize any and all actions necessary and appropriate to prosecute these affirmative appeals;

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Blau and Blau, as Special Counsel, be and hereby is authorized and empowered to prosecute affirmative tax appeals for the year 2016 concerning the following properties:

<u>LOT</u>	<u>BLOCK</u>	<u>ADDRESS</u>	<u>OWNER</u>
14	154	642 Eagle Rock Avenue	640 Eagle Rock LLC
40.3	155	Rooney Circle	CLPF Essex Green
40	155.21	495 Prospect Avenue	CLPF Essex Green
26.2	155	471-475 Prospect Avenue	AMPC Real Estate
40.1	155	8 Rooney Circle	Apple Nine Hospitality
5	112.2	234 Eagle Rock Avenue	Eagle Rock Terrace
27.2	168	563 Northfield Avenue	Falcon Associates
30	155	220-222 Pleasant Valley	HCP Ma4 (Brighton Gardens)
22	84.1	10 Marcella	MCI Tele Corp/Verizon

LOT	BLOCK	ADDRESS	OWNER
30.2	168	595 Northfield Avenue	Northfield Associates
10	170.1	6 Summit Street	Pleasant & Summit
22.1	84.1	12 Marcella	Richland Towers Mang.
1.3	111	416 Eagle Rock	Richland Towers NYC
46	19	86 Northfield Avenue	Serruto Builders
33	153.14	464 Eagle Rock Avenue	Team Capital Bank
1	153.16	265 Prospect Avenue	West Orange, LLC
2	78.2	125 Northfield Avenue	WHS LLC
1.01	173	Mt. Pleasant Avenue	PSE & G
40.4	155	Rooney Circle	CS Hotel WO
26 COO2F	155	375 Mt. Pleasant	RO Realty
26 COO2A	155	375 Mt. Pleasant	375 NJCA
26 COO3A	155	375 Mt. Pleasant	GGFF Mount Pleasant

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Blau and Blau, as special counsel, is authorized to take all steps necessary and appropriate to prosecute these tax appeals;

This resolution shall be available to inspection during normal business hours and in accordance with all applicable statutes.

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

Victor Cirilo
Council President

Adopted: March 22, 2016

4823-1202-5135, v. 1

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 19, SECTION 10 OF THE
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE, ENTITLED
“ANNUAL SEWER CHARGES”**

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 19, Section 10 of the Revised General Ordinances of the Township of West Orange is hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this Ordinance is to increase the annual sewer charge for dwelling units within the Township of West Orange.

II. CHAPTER 19, SECTION 10 SHALL BE AND HEREBY IS AMENDED AND SUPERSEDED TO READ AS FOLLOWS:

- a. All charges established and provided from herein shall be assessed against the owners of property for which the sewerage or waste water emanates, respectively, and shall be collected annually on the first day of April of each year;
- b. The dwelling unit rate for the year 2016, and for each year thereafter, shall be the sum of three-hundred and fifty (350.00) dollars per unit.
- c. *Reduced Billing for Certain Seniors and Certain Permanently and Totally Disabled Persons.* The Township desires to provide certain reduced sewer billing charges for certain seniors and certain permanently and totally disabled persons.
 1. Persons affected. There shall be a reduction in the annual sewer usage charge which is charged to or collected from persons residing in the Township of West Orange who qualify for a real property tax deduction on dwelling houses as qualified New Jersey residents, senior citizens, disabled person, or surviving spouses pursuant to N.J.S.A. 54:4-8.4 et seq.
 2. Amount of Reduction. The amount of the reduced sewer charge available to eligible persons as defined under paragraph (c) shall be twenty-five (25%) percent less than the amount fixed annually by Township Ordinance.

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.

**Honorable Victor Cirilo
Council President**

**Honorable Robert D. Parisi
Mayor**

Karen J. Carnevale, Municipal Clerk

Introduction: March 8, 2016

Adoption: March 22, 2016

LEGISLATIVE HISTORY

Due to the increased costs of maintaining the Township of West Orange's sewer system, and given that there has been no increase in annual sewer fees in three (3) years, it is necessary for the Township to increase its annual sewer charges for dwelling units. Accordingly, the purpose of this Ordinance is to establish the annual sewer charge for the year 2016, and each year thereafter, until the Ordinance is further amended .

**CALENDAR YEAR 2016 ORDINANCE TO EXCEED THE
MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 0.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2016 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$2,007,780.95 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2016 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$2,007,780.95 and that the CY 2016 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

Victor Cirilo
Council President

Robert D. Parisi, Mayor

Karen J. Carnevale, RMC
Municipal Clerk

Introduced: March 22, 2016

Adopted: April 19, 2016 (tentatively scheduled)

AN ORDINANCE AMENDING CHAPTER 12, SECTIONS 8.1, 8.2, 8.3, 8.4, 8.5, 8.7, 8.8, 8.13, 8.14, and 8.16 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

(Tobacco Product Vending Machines)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. THE TITLE OF CHAPTER 12, SECTION 8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8 Title of Chapter 12, Section 8

Tobacco and Nicotine Delivery Products

II. CHAPTER 12, SECTION 8.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.1 Purpose and Findings.

The purpose of this ordinance is to prohibit the sale of tobacco and nicotine delivery products to persons under the age of 21. The Township Council recognizes the dangers and health risks associated with teenagers and young persons who start smoking, as set forth in various studies conducted by the United States Department of Health, the American Cancer Society, and surveys conducted by other entities. The Township of West Orange has concluded that it is appropriate to prohibit the sale of tobacco and nicotine delivery products within the Township of West Orange to persons under the age of twenty-one (21).

The Township Council adopts the following findings with respect to this section:

- a. Cigarette smoking causes about 1 out of every 5 deaths in the U.S. every year. (Centers of Disease Control and Prevention, 2014).
- b. 90% of all tobacco users start before age 21. (Campaign for Tobacco-Free Kids, 2015).
- c. Every day, more than 1,200 people in this country die due to smoking. (U.S. Surgeon General, 2016)
- d. The younger a child begins smoking, the more likely it is that he/she will become a heavy smoker as an adult. (Surgeon General's Report, 1994).
- e. As of 2015, the American Academy of Pediatrics strongly recommends the minimum age to purchase tobacco products, including e-cigarettes, be increased to age 21.
- f. Raising the minimum age of legal access to tobacco products to at least 21 years old would significantly reduce smoking rates, resulting in 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for persons born between 2000 and 2019. (Institute of Medicine, 2015).
- g. 75% of U.S. adults support raising the age of tobacco product sales to age 21 (U.S. Centers for Disease Control and Prevention, 2015).
- h. Teens that use e-cigarettes have a willingness to start smoking conventional cigarettes, more so than teens that do not use e-cigarettes. (Tobacco Control Journal, 2015).

- i. E-cigarette use amongst high school students has tripled from 2013 to 2014. (Center for Disease Control, 2015).

III. CHAPTER 12, SECTION 8.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.2 Definitions.

As used in this section:

Health Department shall mean the Department of Health and Welfare of the Township of West Orange.

Health Officer shall mean the Health Officer of the Township of West Orange or his/her designee.

License shall mean any license issued by the Township including, but not limited to, a liquor license, a license to sell or distribute food and beverages or a license to permit vending machines and/or mechanical amusement devices.

Minor shall mean any male or female under the age of eighteen (18) years of age.

Liquor license shall mean any license to sell or distribute alcoholic beverages issued by the Township pursuant to the laws of the State of New Jersey.

Nicotine Delivery Product shall mean any product that is designed to deliver nicotine, nicotine vapor or non-nicotine vapor, including but not limited to, any type of electronic smoking device defined as an electronic or other powered device that can be used to deliver nicotine or other substances to the person inhaling from the device, including but not limited to, an electronic cigarette, cigar, cigarillo or pipe, or any cartridge or other component of the device or related product, including but not limited to, any substances used in such devices, such as liquids or powders or other forms of tobacco, but excluding United States Food and Drug Administration approved nicotine patches or nicotine chewing gum.

Person shall mean an individual, partnership, corporation, cooperative association, personal representative, receiver, trustee, assignee or any other legal entity.

Public place shall mean any building or enclosed structure open to the general public and any street, road, sidewalk, walkway, park or open space located within the Township and maintained for use by the general public.

Tobacco shall mean any product made from the tobacco plant for the purpose of including but not limited to smoking, chewing, inhaling or other use including but not limited to cigars, chewing tobacco, pipe tobacco, snuff, shisha and cigarettes in any form or shall mean any other matter or substance which can be smoked.

Tobacco retailer shall mean any person that operates a store, stand, booth, concession or place at which sales of tobacco are made including a person that owns, operates or uses a vending machine and/or a vending machine location.

Township shall mean the Township of West Orange.

Vending machine shall mean any automated self-service device which, upon insertion of money, tokens or other form of payment, dispenses a tobacco product.

Vending machine location shall mean the room, enclosure, space or area where a tobacco product vending machine is installed and/or operated.

IV. CHAPTER 12, SECTION 8.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.3 Prohibition of Tobacco Product and Nicotine Delivery Product Sales to Persons Under Age 21.

- a. No person shall sell, distribute or give tobacco or nicotine delivery products in the Township of West Orange unless an employee of the establishment controls the sale of such products. A person may only sell tobacco or nicotine delivery products in a direct, face-to-face exchange between the retailer and the consumer. Self-service displays and vending machines of tobacco or nicotine delivery products shall be prohibited.
- b. No person shall sell, distribute, or give tobacco or nicotine delivery products to any person under the age of 21 years.
- c. No person or tobacco retailer selling tobacco or nicotine delivery products shall allow the retailer, employee or any other person to sell, distribute or give such products until the retailer, employee or other person has read the West Orange Ordinances and State laws pertaining to the sale or distribution of tobacco and nicotine delivery products and has signed a statement that they have read such ordinances and State laws. Such form statement will be supplied by the Health Department and all signed original statements shall be kept on file by the tobacco retailer and made immediately available at all times for review by the Health Department. All retailers shall be in compliance with this provision by the effective date noted in section 8.16.

V. CHAPTER 12, SECTION 8.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.4 Unlawful Purchase of Tobacco Products

It shall be unlawful for any person to purchase a tobacco product; (a) with funds by a person under 21; or (b) with the intent to sell, distribute or give such a product to a person under 21.

VI. CHAPTER 12, SECTION 8.5 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.5 Identification Required.

No retailer, employee or other person shall sell, distribute or give tobacco or nicotine delivery products shall verify by means of government-issued photographic identification containing the bearer's date of birth that no person purchasing the tobacco or nicotine containing products is younger than 21 years of age. No such verification is required for any person over the age of 26. No person shall sell, distribute or give tobacco or nicotine delivery products to a person less than 21 years of age who has a note or any form of communication from any person.

VII. CHAPTER 12, SECTION 8.7 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.7 Sign Requirement.

The following six (6) inch by eight (8) inch sign shall be posted in a conspicuous place near each cash register in all retail establishments which sell tobacco products and/or nicotine delivery products:

SALE OF TOBACCO PRODUCTS OR NICOTINE DELIVERY PRODUCTS TO PERSONS UNDER THE AGE OF 21 IS PROHIBITED BY LAW. LEGAL PROOF OF AGE MUST BE SHOWN. A PERSON WHO SELLS OR OFFERS TO SELL A TOBACCO PRODUCT OR A NICOTINE DELIVERY PRODUCT TO A PERSON UNDER 21 YEARS OF AGE MAY BE PROSECUTED IN ACCORDANCE WITH STATE STATUTES AND TOWNSHIP OF WEST ORANGE ORDINANCES. IF

YOU ARE AWARE OF ANY RETAILER WHO IS VIOLATING THIS SECTION OF THE LAW, PLEASE CONTACT THE WEST ORANGE HEALTH DEPARTMENT AT (973) 325-4120

VIII. CHAPTER 12, SECTION 8.8 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.8 Restriction of Tobacco Vending Machines and Sales.

- a. Tobacco product vending machines are expressly prohibited unless a tobacco retailer demonstrates to the satisfaction of the Health Officer that only persons over 18 are permitted on the premises or location at any time and under any circumstances. The Health Officer may also obtain from any tobacco retailer a sworn statement that the premises or location is only accessible to persons over 18.
- b. At any premises or location where a tobacco product vending machine is permissible no such machine is permissible unless its operation is possible only by the activation of an electronic switch or device which is installed on the vending machine and controlled by the tobacco retailer or designated employee over the age of 18 from a location separate and distinct from the vending machine. In addition the vending machine must be in full view of the person activating the electronic switch or device and prior to activation the tobacco retailer or employee over 18 must obtain written proof that the person desiring to use the machine is not a person under the age of 21.

IX. CHAPTER 12, SECTION 8.13 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.13 Enforcement.

- a. Whenever the Health Officer, or his or her designee, or a Police Officer of the Township of West Orange reasonably believes there exists a violation of this section, such officer shall issue a summons and complaint not later than thirty (30) days after discovery of the alleged violation. The complaint shall be written and shall state with reasonable particularity the nature of the violation, including reference to the subsection(s) of this section alleged to have been violated. The complaint shall be delivered personally or send via certified mail to the alleged violator.
- b. The Health Officer, his/her designee or a Police Officer of the Township, after giving proper identification, and if no search or other warrant is required by law, may summarily inspect any matter, thing, premise, place, person, record, incident or event as necessary to enforce the provisions of this section.
- c. It shall be unlawful for any person to molest, willfully oppose, or otherwise act to interfere with or obstruct the Health Officer or his/her designee or any Police Officer in the performance of duties under this section. The Health Officer or designee may request the assistance of the Police Department when necessary to execute his or her official duty in the manner prescribed by law.
- d. Citizens may bring complaints against violators of this section.

X. CHAPTER 12, SECTION 8.14 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.14 Penalties.

- a. Unless otherwise provided by law, statute or ordinance, any person violating any provision of this section shall, upon conviction thereof, pay a fine of not less than \$250.00 for the first violation, not less than \$500 for the second violation, and not less than \$1,000 for the third and each subsequent violation. The complaint shall be made in the Municipal Court or before such other judicial officer having authority under the laws of the State of New Jersey.

- b. In addition any violator of this section shall be subject to having any Township License, held by the violator, suspended, revoked or fined. No such action may be taken unless the requirements of due process are satisfied.
- c. Any person who continually violates this section may also be charged in the Municipal Court or in Superior Court with maintaining a nuisance.
- d. These penalties are in addition to any penalties that may be imposed including but not limited to penalties imposed by the New Jersey Code of Juvenile Justice, N.J.S.A. 2A:170-51, et seq. and N.J.S.A. 2C:33-13.1, et seq.
- e. Each sale of tobacco and or nicotine delivery product to any person under the age of 21 shall constitute a separate violation.
- f. Fines and sanctions associated with this section shall be dedicated and forwarded to the Health Department to be used in connection with education and enforcement of this ordinance. The monies shall be maintained by the Chief Financial Officer or Comptroller of the Township of West Orange.

XI. CHAPTER 12, SECTION 8.16 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

12-8.16 Effective Date.

This Ordinance shall take effect as of July 1, 2016.

XII. 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.

XIII. 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.

**Victor Cirilo
Council President**

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

**Robert D. Parisi
Mayor**

Introduced: March 22, 2016

Adopted: April 19, 2016

Legislative History

This ordinance is drafted to revise the municipal code and increase the age required to purchase tobacco and related products from 18 to 21. In addition, this ordinance also prohibits the sale of nicotine delivery products to persons under the age of 21. The ordinance includes, but is not limited to, the following revisions: (i) a revised title to reflect the bulk of the provisions which deal directly with the sale of tobacco and nicotine delivery products rather than tobacco vending machines; (ii) a new purpose and findings by the Township Council regarding the dangers and health risks associated with young persons smoking tobacco and e-cigarettes; (iii) a revisions of sections to reflect the increase in minimum age requirement; (iv) an additional requirement on the retailer to sign a form that they have read this ordinance and state laws regarding the sale of tobacco and nicotine delivery products; and (v) increased penalties for violation of this ordinance.

**AN ORDINANCE AMENDING CHAPTER 12 TO INCLUDE SECTION 11 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(E-Cigarette Licensing)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 12 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented to include Subsection 11, entitled E-Cigarette Licensing as follows:

I. Purpose

The purpose of this Ordinance is to license establishments that sell electronic smoking devices and related products. The funds collected by licensing of such establishments shall be used to fund the development and maintenance of programs related to tobacco cessation, prevention and control as may be established and/or administered by the West Orange Health Department.

II. Definitions

For the purpose of this section, the following terms, phrases, words and their derivations shall have the meaning stated herein unless their use in the text of this section clearly demonstrates different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number shall include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"Electronic Smoking Device" shall mean an electronic or other powered device that can be used to deliver nicotine or other substances to the person inhaling from the device, including but not limited to, an electronic cigarette, cigar, cigarillo or pipe, or any cartridge or other component of the device or related product.

"License Year" shall mean the time period covering June 1st through May 31st of the year for which a license is issued pursuant to this Ordinance.

"Retail Electronic Smoking Device Establishment" shall mean any establishment that sells, distributes, gives or offers for sale Electronic Smoking Devices designed for consumption through inhalation.

"Sale" shall mean every delivery of Electronic Smoking Devices, whether the same is by direct sale or the solicitation or acceptance of an order, including the exchange, barter, traffic in, keeping and exposing for sale, displaying for sale, delivering for value, peddling and possession with intent to sell, distribute or give.

III. Licensing Fees

- A. No person shall conduct, maintain or operate a Retail Electronic Smoking Device Establishment that sells, distributes or gives Electronic Smoking Devices without first obtaining from the West Orange Health Department a license to do so.
- B. Fees in accordance with the following schedule shall be paid before any license required in this article shall be issued:

Electronic Smoking Device Establishment License \$1,200.00

- C. Licenses issued under the provisions of this article, unless forfeited or revoked by the West Orange Health Department, shall expire annually on the 31st day of May of each year.
- E. No license is transferrable by sale or otherwise.
- F. Such license shall be posted in a conspicuous place in such establishment. No itinerant establishments shall be permitted to obtain an Electronic Smoking Device Establishment License.
- G. All licensing fees shall be paid to the Township of West Orange to offset budget appropriations in connection with education and enforcement of this ordinance and/or the States Tobacco Age of Sale Inspection Program.

IV. Sale Requirements

- A. No person shall sell, distribute or give Electronic Smoking Devices in the Township of West Orange unless an employee of the establishment controls the sale of such products. A person may only sell Electronic Smoking Devices in a direct, face-to-face exchange between the retailer and the consumer. Self-service displays and vending machines of Electronic Smoking Devices shall be prohibited.
- B. No person shall sell, distribute, or give Electronic Smoking Devices to any person under the age of 21 years.
- C. No Retail Electronic Smoking Device Establishment shall allow the retailer, employee or any other person to sell, distribute or give such products until the retailer, employee or other person has read the West Orange Ordinances and State laws pertaining to the sale of Electronic Smoking Devices and has signed a statement that they have read such ordinances and State laws. Such form statement will be supplied by the West Orange Health Department and all signed original statements shall be kept on file by the Retail Electronic Smoking Device Establishment and made immediately available at all times for review by the West Orange Health Department. All Retail Electronic Smoking Device

Establishments shall be in compliance with this provision by the effective date noted in section IX.

- D. The sale of any Electronic Smoking Device refill liquid, whether or not such liquid contains nicotine, that is intended for human consumption that is not contained in packaging that is child-resistant is prohibited as set forth in N.J.S.A. 2A:170-51.9 et. seq.
- E. License holders can only do in-person marketing and sales of Electronic Smoking Devices at the Retail Electronic Smoking Device Establishment. There shall be no cross marketing or sales at nonregistered retail locations and mobile locations, including but not limited to, street fairs, local fairs, festivals, etc.

V. Enforcement

- A. This section shall be enforced by the West Orange Health Department and/or other municipal officials of the Township of West Orange.
- B. Any person found to be in violation of this section shall be ordered to cease the sale of Electronic Smoking Devices immediately.

VI. Violations and Penalties

- A. Any person(s) who is found to be in violation of the provisions of this section shall be subject to the following penalties. For any and every violation of any of the provisions of this Ordinance, the violator of said provision will be subject to a fine of not less than twelve hundred (\$1,200.00) dollars and not more than twenty five hundred (\$2,500.00) dollars. No fines shall be issued for sixty (60) days after publication of this ordinance.
- B. In addition any violator of this section shall be subject to having any Township license held by the violator, suspended, revoked or fined. No such action may be taken unless the requirements of due process are satisfied.
- C. These penalties are in addition to any penalties that may be imposed including but not limited to penalties imposed by the New Jersey Code of Juvenile Justice, N.J.S.A. 2A:170-51, et seq. and N.J.S.A. 2C:33-13.1, et seq.
- D. Fines and sanctions associated with this section shall be dedicated and forwarded to the West Orange Health Department to be used in connection with education and enforcement of this ordinance. The monies shall be maintained by the Chief Financial Officer or Comptroller of the Township of West Orange.

VII. Severability

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase. If any portion of this Ordinance, or its application to any person or circumstances, shall be

adjudged or otherwise determined to be invalid, unconstitutional, void, or ineffective for any clause or reason, such determination shall not affect the remaining provisions of this Ordinance, and the application of such remaining provisions shall not be affected thereby and shall remain in full force and effect, and to this end, the provisions of this Ordinance are severable.

VIII. Repealer

All ordinances or parts of ordinances contrary to or inconsistent with the provisions of this chapter are hereby repealed to the extent of such conflict or inconsistency.

IX. Effective Date

This Ordinance shall take effect as of July 1, 2016.

Victor Cirilo
Council President

Karen J. Carnevale, RMC
Municipal Clerk

Robert D. Parisi
Mayor

Introduced: March 22, 2016

Adopted: April 19, 2016