

1. Conference Agenda

Documents:

[CA 7.14.20.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 7.14.20.PDF](#)

3. Resolution(S)

3.I. 139-20

Documents:

[139-20 APPROVING TAX ASSESSMENT CORRECTION FOR 2017 AND 2018
RE BLOCK 156 LOT 19.01.PDF](#)

3.II. 140-20

Documents:

[140-20 RESOLUTION AUTHORIZING FIREWORKS AT MONTCLAIR GOLF
CLUB - 2020.PDF](#)

3.III. 141-20

Documents:

[141-20 RESOLUTION AUTHORIZING EXECUTION OF COOPERATION
AGREEMENT WITH CTY OF ESSEX \(2021-2023\) 4838-4555-0274 V.1.PDF
141-20 EXHIBIT - COOPERATION AGREEMENT 2021-2023.PDF](#)

3.IV. 142-20

Documents:

[142-20 AARP RESOLUTION FINAL 7.10.20.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2606-20

Documents:

[2606-20 ORDINANCE PROHIBITING THE USE OF LETHAL DEVICES AND
REQUIRING BODY CAMERAS.PDF
2606-20 REDLINED - ORDINANCE .PDF](#)

4.II. 2607-20

Documents:

2607-20 ORDINANCE REPEALING 4-12.2 FOR THE TOWNSHIP OF WEST
ORANGE 6.23.20.PDF

4.III. 2608-20

Documents:

2608-20 CALENDAR YEAR 2020 ORDINANCE TO EXCEED THE MUNICIPAL
CAP 6.23.20.PDF

5. Ordinance(S) On First Reading

5.I. 2609-20

Documents:

2609-20 ORDINANCE USE OF FORCE DIRECTIVES 7.14.20.PDF

6. ABC Hearing

6.I. 641-20

Documents:

641-20 RENEWAL RESOLUTION (1) 7.14.20.PDF

6.II. 642-20

Documents:

642-20 PLACE TO PLACE-THE POUR HOUSE TO PATSYS 7.14.20.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, July 14, 2020

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.

The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019 and published in the West Orange Chronicle on November 7, 2019.

Roll Call – Councilman Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino, Mayor Parisi

6:30 P.M

- **AARP Network of Age-Friendly States and Communities Certification**
Laura Van Dyke – Senior Services Program Coordinator
Noelia Perez – Senior Services Program Assistant
Dorothy Sanders – Senior Livability Coordinator

- **Dave Cubie – Director - W.O. Public Library COVID-19 Update**

- **Update – Redevelopment**

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

July 14, 2020

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. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 31, 2019, and published in the West Orange Chronicle on November 7, 2019.

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 Guarino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Casalino (Mayor Parisi)

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting June 23, 2020**
- 5. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids – None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 139-20 Resolution Approving a Tax Assessment Correction for Property Located at 33 Old Indian Road, Block 156, Lot 19.01 and Issue a Refund to the Homeowner for the Overpayment (Legal-Trenk)**
 - b. 140-20 Resolution Permitting Display of Fireworks at the Montclair County Country Club (Legal-Moon)
This resolution permits the Montclair Golf Club to display fireworks on September 5, 2020 with a rain date of September 6, 2020.**
 - c. 141-20 Resolution Authorizing a Cooperation Agreement between the County of Essex and Certain Municipalities for Conducting Certain Community Development Activities (Lepore)**
 - d. 142-20 Resolution Acknowledging West Orange Acceptance into the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network for Age-Friendly Cities and Communities (Senior Services)**

9. Ordinances on Second and Final Reading

- a. **2606-20** An Ordinance Amending Chapter 4 to Include Sections 38 of the Revised General Ordinances of the Township of West Orange (Prohibition of Less Lethal Devices and Requirement of Body Worn Cameras and Dash Cams)
(Legal-Trenk)
- b. **2607-20** An Ordinance Repealing Chapter 4, Section 12.2 (b) of the Revised General Ordinances of the Township of West Orange (Legal-Trenk)
- c. **2608-20** Calendar Year 2020 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14) (Gross)

10. Ordinances on First Reading

- a. **2609-20** An Ordinance Amending Chapter 4 to Include Section 39 of the Revised General Ordinances of the Township of West Orange (Use of Force, Reporting and Accreditation) (Legal-Maier)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. **641-20** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2020-2021 License Term (Clerk) (**this resolution subject to change as Licensees renew**)
- b. **642-20** Hearing on a Place to Place Transfer of License No. 0722-33-002-008 The Pour House LLC (Pocket License) to The Pour House LLC t/a Patsy's Restaurant and Pizza House, 410 St. Cloud Avenue, West Orange, NJ 07052 (ABC Board)

13. Adjournment

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

Agenda is subject to change.

139-20
July 14, 2020

RESOLUTION

WHEREAS, in 2017, the assessment for Block 156, Lot 19.01 was increased from \$734,600 to \$806,700 which remained in effect for tax years 2017 and 2018; and

WHEREAS, the correct assessment for Block 156, Lot 19.01 for tax years 2017 and 2018 should be \$734,600; and

WHEREAS, the overpayment of taxes is to be refunded to the homeowner in the approximate amount of \$5,785.31 based upon the applicable tax rates; and

WHEREAS, the Tax Collector will make the necessary adjustments to reflect the correct assessment for 2017 and 2018; and

NOW, BE IT HEREBY RESOLVED, THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE HEREBY APPROVES that the Tax Assessor and Tax Collector be and are hereby authorized, empowered and directed to cancel the increase in taxes assessed on Block 156, Lot 19.01 for the tax years 2017 and 2018 and issue the refund set forth above.

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

Michelle Casalino
Council President

Adopted: July 14, 2020

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club, which wishes to sponsor its annual fireworks exhibition at the Montclair Golf Club on September 5, 2020 (Rain Date: September 6, 2020); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the “Application”), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

WHEREAS, the State of New Jersey is still under a state of emergency and public health emergency related to the COVID-19 virus.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a fireworks display on September 5, 2020 (Rain Date: September 6, 2020); subject to the directives of the Fire Official, or his designees; and be it further

RESOLVED, that the permission to conduct the proposed fireworks display will be subject to all requirements of social distancing consistent with the Executive Orders issued by the Governor of the State of New Jersey.

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

Michelle Casalino
Council President

Adopted: July 14, 2020

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds being made to certain urban communities for use therein through the Community Development Block Grant (“CDBG”) Entitlement Program; and

WHEREAS, the Emergency Shelters Grants Program (“ESG”) provided through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (the “Act”) permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; and

WHEREAS, the Act establishes certain criteria which must be met in order for a county to be recipient of said funding; and

WHEREAS, the Uniformed Shared Services Act, N.J.S.A. 40:8A-1 et seq., provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services; and

WHEREAS, the County of Essex and the Township of West Orange wish to enter into a Cooperation Agreement that establishes a legal mechanism through which the county government may apply for, receive, and disburse federal funds available to establish urban counties under Title I of the Housing and Community Development Act, the CDBG Entitlement Program, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (“NAHA”), the HOME Program, to undertake or assist in the undertaking such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs; and

WHEREAS, this Cooperation Agreement shall cover activities with the annual CDBG funds from the Federal Fiscal Years 2021, 2022, and 2023 appropriations and for successive three (3) year periods or until terminated; and

WHEREAS, annexed hereto as Exhibit “A” is the Cooperation Agreement to be executed by and between the County of Essex and the Township of West Orange for conducting certain community development activities;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor and Township Clerk be and hereby are respectively authorized to execute and attest to the Cooperation Agreement between the County of Essex for Conducting Certain Community Development Activities.

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

Michelle Casalino
Council President

Adopted : July 14, 2020

**COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ESSEX AND CERTAIN MUNICIPALITIES
FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES**

THIS COOPERATION AGREEMENT (“Agreement”), dated this 15th day of June, 2020, by and between the County of Essex, a body politic and corporate of the State of New Jersey (“County”), and the Township of West Orange, a municipal corporation of the State of New Jersey (“Municipality”).

WHEREAS Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds being made to certain urban counties for use therein through the Community Development Block Grant (“CDBG”) Entitlement Program, and

WHEREAS the Emergency Solutions Grant program (“ESG”) provided through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; and

WHEREAS this Act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS the Uniformed Shared Services Act (N.J.S.A. 40:8A-1 et seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County and Municipality as follows:

A. This agreement covers activities to be carried out with annual CDBG (and where applicable, HOME and ESG) funds from Federal fiscal years 2021, 2022, and 2023 appropriations, and for successive three (3) year periods, as provided in the Housing and Community Development Act and until terminated.

B. Community Development Planning Process

1. Nature and Extent of Services

a) Purpose. The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse federal funds available to establish urban counties under Title I of the Housing and Community Development Act, the CDBG Entitlement Program, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (“NAHA”), the HOME Program, to undertake or assist in undertaking such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs.

Federal CDBG funds received by the County shall be for such functions as water and

sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Federal HOME funds received by the County shall be for such functions that expand the supply of decent, affordable housing for low and moderate-income families. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, and such other purposes as are authorized by the Act. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses, nor shall any participant be deprived of any state or federal aid to which it might be entitled in its own right, except as herein provided.

b) Responsibilities of Participating Municipality: The execution of this Agreement by the appropriate officials of the participating Municipality signifies that the Municipality understands that it:

(1) May not apply for grants from appropriations under the state CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program; and

(2) May receive a formula allocation under the HOME Program only through the County's urban county allocation. Thus, even if the County does not receive a HOME formula allocation, the participating municipality cannot form a HOME consortium with other local governments; and

(3) May receive a formula allocation under the ESG Program only through the urban county.

c) Establishment of Committee: There is hereby established a cooperative CDBG Committee, consisting of two (2) representatives from each participating Municipality and two (2) representatives of the County, each to be appointed for one year periods coinciding with the calendar year. The governing body and the chief executive of each participating agency shall make one (1) appointment each.

d) Responsibilities of Committee

(1) The Committee shall take formal action only upon two-thirds vote of the full membership thereof.

- (2) With the concurrence of the Board of Chosen Freeholders an Administrative Liaison Officer shall be designated. He/She shall be an employee of the County. He shall within the limits of resources available, provide technical and administrative support to the CDBG Committee, and shall provide liaison between the CDBG Committee and the Board of Chosen Freeholders.
- (3) The CDBG Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.
- (4) The CDBG Committee shall study and discuss the community development needs of the County, which affect the participating local governments, and shall determine the most effective and acceptable utilization of CDBG funds available to the County government. It shall recommend to the Board of Chosen Freeholders an application for participation in Federal funding, and towards that end it shall, in the manner herein prescribed, be authorized to develop a 5-year Consolidated Plan for the County, including a housing assistance program, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the CDBG Program.
- (5) The CDBG Committee shall develop, in full consultation with the county planning board and all affected agencies of the local governments involved, priorities for actual utilization of such funds as are made available from the Federal Government under this Title. The CDBG Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a Municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of the CDBG Committee, and the Municipality in which the activity or function is to take place, pursuant to the provisions of the Interlocal Services Act, or by inclusion of such information in section C of this Agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant documents become part of this agreement and should be submitted to HUD with it.
- (6) Every municipality participating in the CDBG committee may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the CDBG Committee through its members of the CDBG Committee. Pursuant to 24 CFR 570.501(b), every participating municipality is subject to the same requirements applicable to subrecipients of the federal funds, including the requirement of a written agreement set forth in 24 CFR 570.503. Pursuant to 24 CFR 570.501 and 24 CFR 570.503, the County shall enter into a written agreement

with the Municipality prior to the disbursement of any funds for an approved project. No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provided in Subsection (5) above in addition to such other approvals as may be required by law. The Municipal approval of any projects or services shall not be a restriction or veto on the implementation of the approved Consolidated Plan. The County has final responsibility for selecting CDBG (and where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD.

2. Standards of Performance

Every Interlocal Service Agreement established pursuant to this agreement shall contain standards of performance as required by the Interlocal Services Act and by the Housing and Community Development Act. Annually, a report shall be prepared by the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders as may be required for submission to the Federal Government.

3. Estimated Cost and Allocation thereof

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendations of the Committee, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract and Automatic Renewal

The term of this Agreement shall be for three (3) years commencing on September 1, 2020, and extend through the federal fiscal years 2021-2023, which ends August 30, 2021, unless an earlier date of termination is fixed by the HUD pursuant to law.

This Agreement will be automatically renewed for participation in successive three (3) year qualification periods, unless either the County or Municipality provide written notice to the other party that it elects not to participate in the next three (3) year period. By no later than May 16th of the final year of the three (3) year ongoing program, the County will notify the participating Municipality, in writing, of its decision not to participate in the next qualification period. By no later than June 20th of the final year of the ongoing three (3) year program, the municipality shall provide written notice to the Newark Area Office of HUD and the County of its decision not to participate in the next qualification period. The determination not to participate by either party shall remain in effect for the next three (3) successive years. In no case may the Municipality drop out of an ongoing three (3) year program except as a result of HUD action.

The County and Municipality shall adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for any subsequent three (3) year qualification period, and to submit such amendment to HUD at the time of such automatic renewal and if the consortium's membership has changed, the state certification required under 24 CFR 92.101(a)(2)(i), and that such failure to comply will void the automatic renewal for such qualification period.

The terms of this Agreement shall remain in effect until CDBG (HOME and ESG where applicable) funds and program income received with respect to eligible activities carried out during the three (3) year period and each successive qualification period for which the agreement is renewed are expended and funded activities completed.

5. Designation of Administrative Liaison Officer

The Administrative Liaison Officer selected pursuant to section B 1 (d) (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

C. Qualification as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "urban county" the municipality will cooperate with the county by undertaking or assisting in the undertaking of essential community development and lower-income housing assistance activities specifically including community renewal and publicly assisted housing as set forth in the application filed. The Municipality and the County will

take all required actions to comply with the Urban County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990 and other applicable laws. This Agreement shall be effective only when sufficient municipalities have signed the Agreement so that a population of 200,000 is represented and when all other federal eligibility criteria for designation as an "urban county" under the Act have been satisfied. In the event that sufficient municipalities do meet these criteria should not sign the Agreement within the time period set forth by HUD, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void. In order to comply with federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for community development funds and shall take the full responsibility and assume all obligations of an applicant under the federal Act. The County shall have final responsibility for selecting activities and annually filing final statements, including the Consolidated Plan, with HUD.

Agreement As to Specific Activities

1. Specific Activities

Attached hereto and made a part of this agreement between the County of Essex and certain municipalities are exhibits, which set forth the specific activities for each and every municipality, participating in the program. In particular each of these exhibits describe:

- a. community development needs;
- b. long-term community development objectives;
- c. short-term community development objectives
- d. a program for community development activities to be undertaken by and/or on behalf of the local unit and within a year of related and official approval of the current application by HUD for CDBG funds; and,
- e. community development cost estimates and related budget for the current year program;
- f. a survey of housing conditions;
- g. housing assistance needs of lower income households;
- h. annual and three (3) year goals for housing assistance; and,

i. The general location of lower income housing, as applicable.

The County will prepare the application for the above activities and assist in the administration thereof.

2. Identification of Participants and Authorized Officials

The chief executive officers of the participating municipalities and as identified in the attached exhibits shall bear responsibility for compliance with the proper implementation of the activities in their respective municipalities and as described herein.

Full ultimate responsibility for compliance with the proper implementation of the activities described herein rests with the applicant, the County of Essex, New Jersey. For purposes of this agreement, the Freeholder Director represents the County.

3. Fund Transmittal Procedures and Standards

The means of paying for a local project and transmitting the funds from the Federal Government under the applicable Title of the Housing and Community Development Act of 1974 through the Trust Account created pursuant to N.J.S.A. 40A:4-39 to the local governing bodies shall be as follows:

- a. The local governing body shall provide for any and all legal budgetary appropriations, together with all appropriations which are to be made by rider as shall be available through the Trust Account as herein above mentioned.
- b. After the appropriations have been provided for the local body shall, in accordance with the Public Contract Law, prepare the necessary plans and specifications for the local project and secure bids pursuant to the statute. It shall in all respects comply with the statutory laws of the State of New Jersey for public improvements.
- c. The Clerk of the Municipality shall certify to the County Board of Chosen Freeholders compliance with Paragraphs a and b hereof, and submit all proofs of compliance therewith including Affidavits of Publication, Minutes of receipt of bids and awards.
- d. Any and all contracts for any project shall be between the local unit and the contractor or sub-contractors, as the case may be, in accordance with the Public Contract law.
- e. Any and all payments in pursuance of the contract entered into under Paragraph d

shall be made by and through the treasure of the local body and the source of funds thereunder shall be as follows:

(1.) Those payments first to be made by the treasurer of the local body shall be from funds derived or secured through the bonding ordinances or bond anticipation notes or appropriations authorized issued by the local body to the full extent of said appropriations.

(2.) Prior to the delivery of the funds by the County Treasurer to the local body the local treasurer shall submit a schedule of all payments heretofore made by the local treasurer to the contractor or contractors working on said project together with copies of the certification of the architect setting forth that said work had been completed and that said contractors were entitled to said payment which schedules and certification shall be submitted to the County Administrator for his examination and verification.

(3.) Thereafter the payment of funds by the treasurer of the local body shall be from those funds secured and held in the Trust Account pursuant to N.J.S.A. 40A:4-39. Payments from said Trust Account shall be made upon written request from the treasurer of the local body on a regular County voucher to the County Treasurer at least one week prior to date of payment. The County Treasurer shall thereafter secure the necessary funds for said Trust Account, in accordance with a request on a letter of credit and shall forthwith deliver said funds to the treasurer of the local unit.

4. Standards of Performance

County and all other cooperating cities shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Use of urban county funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. County, City, all other cooperating cities, metropolitan cities, urban counties, units of general local government, Indian tribes, and insular areas that directly or indirectly receive funds

provided under Title I of the Housing and Community Development Act of 1974, as amended, may not sell, trade, or otherwise transfer all or any portion of such funds to another such entity in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

5. Time Period

The activities covered by this Agreement shall commence immediately after date of execution of this Agreement by and/or behalf of the participating Municipality. These activities shall be completed within a year from the date of the related and official HUD approval of the current year application for CDBG funds.

6. Availability of Records for Audit

The participating municipalities and the County shall maintain and share between themselves and the CDBG Committee all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by HUD.

7. Activities Subject to Review

Each activity, as described herein, is subject to review by the CDBG Committee and to any action that the Board of Chosen Freeholders of the County may take that is, in its discretion, necessary to the proper administration of this program.

8. Arbitration

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party hereto and shall be in accordance with the provisions, then obtaining, of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws, and judgment upon the award may be entered, in the Court of the Forum, State or Federal, having jurisdiction. The laws of the State of New Jersey are deemed to govern this contract. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

D. Prohibitions on Funding

No urban county funding shall be provided for activities in or in support of any participating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

E. Municipality's Policies Relative to Civil Rights Demonstrations

The execution of this Agreement by the appropriate officials of the participating municipality signifies that the municipality has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

F. Non-Trade Clause

A unit of general local government may not sell, trade or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

G. Notices

All notices required to be given pursuant to this Agreement shall be deemed to have been given when the same shall be placed in writing and deposited in the United States Mail with postage prepaid as certified mail, return receipt requested, at the address of the parties to this Agreement as first hereinabove set forth.

H. Duplicate Originals

This Agreement may be executed in substantially similarly worded counter parts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality.

Each such signatory agrees to cooperate with all other signatories and be bound if all had signed the same Agreement.

I. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of

County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

J. Severability and Modification Clause

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

Separate copies of this Cooperation Agreement may be signed by one or more individual participating municipalities to the same effect as if all participating municipalities executed the same copy. All executed copies shall be deemed to be duplication originals.

IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by its proper chief executive officer, attested by its clerk and affixed thereto its corporate seal.

Attest:

Township of West Orange

Robert D. Parisi
Mayor

Date

Karen J. Carnevale, R.M.C.
(Seal)

County of Essex

By:

Joseph N. Divincenzo, Jr.

Essex County Executive

Clerk
(Seal)

APPROVED AS TO FORM:

Courtney M. Gaccione, Esq., County Counsel

**RESOLUTION ACKNOWLEDGING WEST ORANGE ACCEPTANCE INTO
THE AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES
AND
THE WORLD HEALTH ORGANIZATION GLOBAL NETWORK FOR
AGE-FRIENDLY CITIES AND COMMUNITIES**

WHEREAS, the Township of West Orange works to provide excellence and innovation in public service to promote the well-being of all residents by providing effective, efficient and responsive leadership; and

WHEREAS, the Township of West Orange actively seeks opportunities to forge partnerships to bring additional resources to the Township to support and advance West Orange's numerous programs and services, and

WHEREAS, the American Association of Retired Persons (AARP) and the World Health Organization (WHO) have set forth criteria outlining how states, cities and communities around the globe may be eligible to join the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network for Age-Friendly States and Communities; and

WHEREAS, these criteria encompass Eight Domains of Livability, including Housing, Transportation, Public Spaces, Social Participation, Respect and Social Inclusion, Civic Participation and Employment, Access to Healthcare and Support Services, and Communications and Information; and

WHEREAS, the Township of West Orange, New Jersey adopted a Re-examination of the Master Plan in 2019 that outlines specific goals which are consistent with the AARP/WHO criteria for Age-Friendly Communities; and

WHEREAS, the Township of West Orange developed an Age-Friendly Initiative, hereinafter referred to as *Ageing Well West Orange*, to implement township initiatives consistent with the AARP/WHO Global Network of Age-Friendly States and Communities; and

WHEREAS, AARP has recognized the Township of West Orange as a model of excellence for proactive and forward-thinking government by formally accepting West Orange into the AARP Network of Age-Friendly States and Communities and the WHO Global Network for Age-Friendly Cities and Communities; and

WHEREAS, the Township of West Orange's participation in the AARP Network of Age-Friendly States and Communities and the WHO Global Network for Age-Friendly Cities and Communities will provide the township with additional resources and technical assistance to incorporate best practices consistent with the Eight Domains of Livability, which will benefit all residents of the Township of West Orange.

NOW, THEREFORE, BE IT RESOLVED, that the Township of West Orange does hereby acknowledge the acceptance of the Township of West Orange into the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network for Age-Friendly Cities and Communities making the Township of West Orange the 13th community in the State of New Jersey and 466th community in the United States of American to receive this recognition; and

BE IT FURTHER RESOLVED, that the Township Council of West Orange hereby acknowledges the Township of West Orange to be a designated member in good standing of the AARP Network of Age-Friendly States and Communities and the World Health Organization Global Network for Age-Friendly Cities and Communities.

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

Michelle Casalino, Council President

Adopted : July 14, 2020

**AN ORDINANCE AMENDING CHAPTER 4 TO INCLUDE SECTION 38 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Prohibition of Less Lethal Devices and Requirement of
Body Worn Cameras and Dash Cams)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented to include Subsection 38 entitled Prohibition of Less Lethal Devices and Requirement of Body Worn Cameras and Dash Cams as follows:

I. PURPOSE

The purpose of this Ordinance is to ban the use of tear gas, rubber bullets, concussion grenades and flexible batons (commonly referred to as “bean bag rounds”). Over the past several decades, numerous devices, including the aforementioned items, have become available which are specifically designed to cause discomfort and/or pain to the individual(s) upon whom they are used, while being less lethal than traditional firearms. While all of these devices are generally regarded as less dangerous to their targets than firearms, all entail significant risks if used improperly and/or under certain conditions. While fatalities caused by less lethal weapon usage are relatively infrequent, causes of death in the instances in which it has happened are varied: misplaced or ricocheting shots, pre-existing medical conditions, inadequate user training, repetitive applications, and intentional misuse have all been implicated in different cases where death has occurred. Thus, because significant variations exist in individuals against whom these devices may be deployed in terms of preexisting health conditions and physiological conditions, and because these variations may not be identifiable by merely looking at a particular individual, the risks occasioned by the use of certain less than lethal weapon technologies outweigh their benefits. This Ordinance specifically excludes the discharge of oleoresin capsicum commonly referred to as “OC spray” or “pepper spray.” Each patrol officer within the Township of West Orange (“Township”) is permitted to carry pepper spray and is ethically trained in its use and sustained misuse. Any sustained misuse of pepper spray is an excessive use of force.

Further, this Ordinance shall require the Township’s Police Department to utilize body worn camera technology and dashboard cameras consistent with the New Jersey Attorney General guidelines. Body Worn Cameras (“BWC”) and dashboard cameras (“Dash Cam”) have great value in providing protection to police officers, the Township and the public at large. BWC and/or Dash Cams record information related to personal contacts, arrests and other patrol related activities. Additionally, BWC and Dash Cams provide valuable instructional material to be utilized for training in the Township.

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.

- A. "Body Worn Camera" shall mean a video and audio recording device that is carried by, or worn on the body of, a law enforcement officer and that is capable of audio and video recording capabilities.
- B. "Dash Cam" shall mean a video and/or audio recording device that is mounted on a law enforcement vehicle and that is capable of audio and/or video recording capabilities.
- C. "Chemical Device" shall mean any type of device designed as Less Lethal, to be launched or thrown as a projectile, in order to cause injury or trauma to the intended target through the action of chemicals as an eye, throat, respiratory, and/or skin irritant, as a means of crowd control. For the purpose of this Chapter, the term shall include any item commonly referred to as or having similar effects to "tear gas." This definition shall specifically exclude oleoresin capsicum commonly referred to as "OC spray" or "pepper spray."
- D. "Explosive Device" shall mean any type of device designed as Less Lethal, to be launched or thrown as a projectile, in order to disorient the intended target through noise, light, or concussive shock for the purpose of crowd control. For the purpose of this Chapter, the term shall include, but not be limited to, "concussion grenades," "stun grenades," "flashbang grenades," and "sting grenades."
- E. "Kinetic Device" shall mean any type of device designed as Less Lethal, to be launched from any device as a projectile, in order to cause injury or trauma to the intended target as a means of crowd control or dispersal. For the purpose of this Chapter, the term shall include, but not be limited to, items commonly referred to as rubber bullets, rubber buckshot, soft polymer rounds, wax bullets, plastic bullets, beanbag rounds, sponge grenades, and kinetic ring airfoil projectiles.
- F. "Less Lethal" shall mean designed to reduce the risk of causing fatal injury to the individual(s) upon whom they are used, when compared to the use of firearms or other deadly force.

III. PROHIBITION ON LESS LETHAL DEVICES

The Township's Police Department shall maintain a written directive prohibiting any officer within the Township's Police Department from utilizing a Chemical Device, Explosive Device, or Kinetic Device, as defined above, against any other individual.

IV. REQUIREMENT OF BODY WORN CAMERAS AND DASH CAMS

The Township shall provide the Township's Police Department with fully operable BWC and Dash Cams at all times. The Township's Police Department shall maintain a written directive outlining the use of BWC and Dash Cams consistent with New Jersey Attorney General guidelines and any guidelines promulgated by the Essex County Prosecutor.

V. VIOLATIONS AND PENALTIES

The terms of this Chapter shall be implemented by the Appropriate Authority as defined in West Orange Municipal Ordinance 2-14.4 and consistent with New Jersey State Law.

VI. 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.

VII. REPEAL OF CONFLICTING ORDINANCES

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.

VIII. EFFECTIVE DATE

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

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

Robert D. Parisi, Mayor

Michelle Casalino, Council President

Introduced: June 23, 2020

Adopted: July 14, 2020

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

Legislative History

The purpose of this Ordinance is to memorialize the Township of West Orange's already existing policies and procedures regarding Less Lethal Devices, Body Worn Cameras and Dash Cams. Currently, the Township does not utilize any and all Less Lethal Devices due to the risks associated therewith. Additionally, the Township's Police Department currently has a policy regarding Body Worn Cameras and Dash Cams. This Ordinance is being adopted to codify these already existing policies and memorialize them as applicable laws within the Township.

**AN ORDINANCE AMENDING CHAPTER 4 TO INCLUDE SECTION 38 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Prohibition of Less Lethal Devices and Requirement of
Body Worn Cameras and Dash Cams)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented to include Subsection 38 entitled Prohibition of Less Lethal Devices and Requirement of Body Worn Cameras and Dash Cams as follows:

I. PURPOSE

The purpose of this Ordinance is to ban the use of tear gas, rubber bullets, concussion grenades and flexible batons (commonly referred to as “bean bag rounds”). Over the past several decades, numerous devices, including the aforementioned items, have become available which are specifically designed to cause discomfort and/or pain to the individual(s) upon whom they are used, while being less lethal than traditional firearms. While all of these devices are generally regarded as less dangerous to their targets than firearms, all entail significant risks if used improperly and/or under certain conditions. While fatalities caused by less lethal weapon usage are relatively infrequent, causes of death in the instances in which it has happened are varied: misplaced or ricocheting shots, pre-existing medical conditions, inadequate user training, repetitive applications, and intentional misuse have all been implicated in different cases where death has occurred. Thus, because significant variations exist in individuals against whom these devices may be deployed in terms of preexisting health conditions and physiological conditions, and because these variations may not be identifiable by merely looking at a particular individual, the risks occasioned by the use of certain less than lethal weapon technologies outweigh their benefits. This Ordinance specifically excludes the discharge of oleoresin capsicum commonly referred to as “OC spray” or “pepper spray.” Each patrol officer within the Township of West Orange (“Township”) is permitted to carry pepper spray and is ethically trained in its use and sustained misuse. Any sustained misuse of pepper spray is an excessive use of force.

Further, this Ordinance shall require the Township’s Police Department to utilize body worn camera technology and dashboard cameras consistent with the New Jersey Attorney General guidelines. Body Worn Cameras (“BWC”) and dashboard cameras (“Dash Cam”) have great value in providing protection to police officers, the Township and the public at large. BWC and/or Dash Cams record information related to personal contacts, arrests and other patrol related activities. Additionally, BWC and Dash Cams provide valuable instructional material to be utilized for training in the Township.

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.

- A. “Body Worn Camera” shall mean a video and audio recording device that is carried by, or worn on the body of, a law enforcement officer and that is capable of audio and video recording capabilities.
- B. “Dash Cam” shall mean a video and/or audio recording device that is mounted on a law enforcement vehicle and that is capable of audio and/or video recording capabilities.
- C. "Chemical Device" shall mean any type of device designed as Less Lethal, to be launched or thrown as a projectile, in order to cause injury or trauma to the intended target through the action of chemicals as an eye, throat, respiratory, and/or skin irritant, as a means of crowd control. For the purpose of this Chapter, the term shall include any item commonly referred to as or having similar effects to "tear gas." This definition shall specifically exclude oleoresin capsicum commonly referred to as “OC spray” or “pepper spray.”
- D. "Explosive Device" shall mean any type of device designed as Less Lethal, to be launched or thrown as a projectile, in order to disorient the intended target through noise, light, or concussive shock for the purpose of crowd control. For the purpose of this Chapter, the term shall include, but not be limited to, "concussion grenades," "stun grenades," "flashbang grenades," and "sting grenades."
- E. "Kinetic Device" shall mean any type of device designed as Less Lethal, to be launched from any device as a projectile, in order to cause injury or trauma to the intended target as a means of crowd control or dispersal. For the purpose of this Chapter, the term shall include, but not be limited to, items commonly referred to as rubber bullets, rubber buckshot, soft polymer rounds, wax bullets, plastic bullets, beanbag rounds, sponge grenades, and kinetic ring airfoil projectiles.
- F. "Less Lethal" shall mean designed to reduce the risk of causing fatal injury to the individual(s) upon whom they are used, when compared to the use of firearms or other deadly force.

III. PROHIBITION ON LESS LETHAL DEVICES

~~No person~~The Township’s Police Department shall ~~intentionally aim, deploy, or otherwise use against any other individual~~maintain a written directive prohibiting any officer within the Township’s Police Department from utilizing a Chemical Device, Explosive Device, or Kinetic Device, as defined above, ~~against any other individual.~~

IV. REQUIREMENT OF BODY WORN CAMERAS AND DASH CAMS

The Township shall provide the Township’s Police Department with fully operable BWC and Dash Cams at all times. The Township’s Police Department shall maintain a written directive

outlining the use of BWC and Dash Cams consistent with New Jersey Attorney General guidelines and any guidelines promulgated by the Essex County Prosecutor.

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V. VIOLATIONS AND PENALTIES

The terms of this Chapter shall be implemented by the Appropriate Authority as defined in West Orange Municipal Ordinance 2-14.4 and consistent with New Jersey State Law.

VI. 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.

VII. REPEAL OF CONFLICTING ORDINANCES

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.

VIII. EFFECTIVE DATE

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

Michelle Casalino
Council President

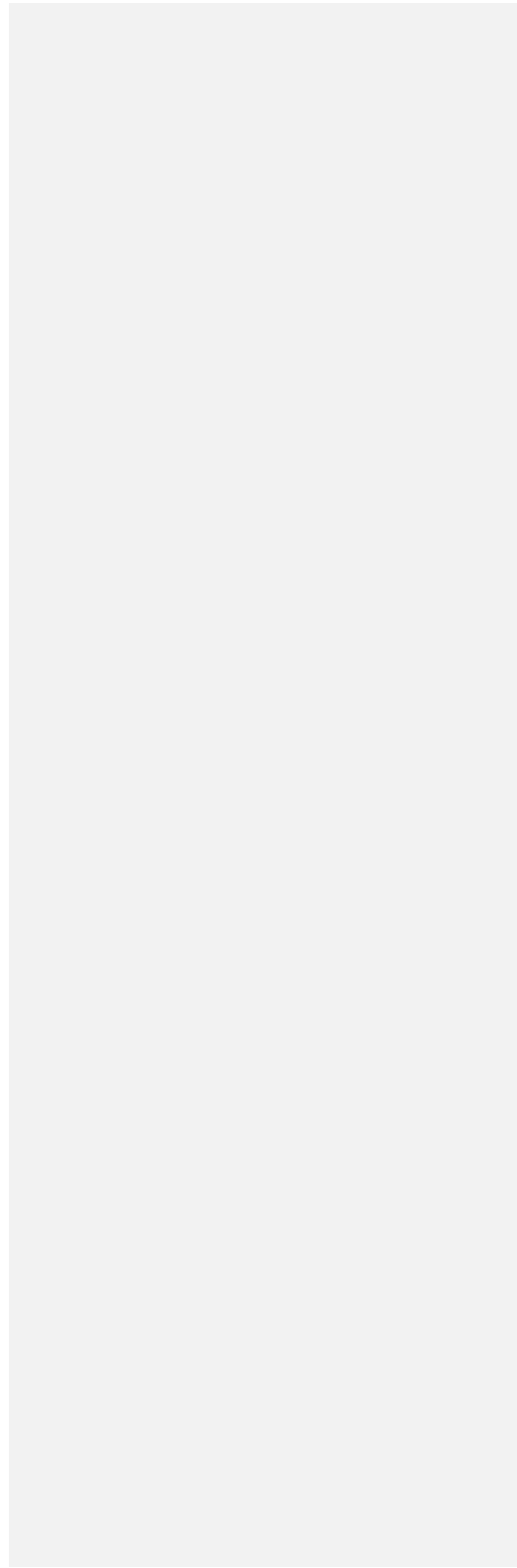
Honorable Robert D. Parisi
Mayor

Introduced:

Adopted:

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

Richard D. Trenk
Township Attorney
[4822-0692-3455, v. 3](#)
[4822-0692-3455, v. 4](#)



Legislative History

The purpose of this Ordinance is to memorialize the Township of West Orange's already existing policies and procedures regarding Less Lethal Devices, Body Worn Cameras and Dash Cams. Currently, the Township does not utilize any and all Less Lethal Devices due to the risks associated therewith. Additionally, the Township's Police Department currently has a policy regarding Body Worn Cameras and Dash Cams. This Ordinance is being adopted to codify these already existing policies and memorialize them as applicable laws within the Township.

AN ORDINANCE REPEALING CHAPTER 4, SECTION 12.2(b) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby repealed as follows:

I. PURPOSE

The purpose of this Ordinance is to repeal Chapter 4, Section 12.2(b) of the Township of West Orange (the "Township") Ordinances on the grounds that it is unconstitutionally vague and is of no use to the Township.

II. CHAPTER 4, SECTION 12.2(b) SHALL BE AND HEREBY IS REPEALED AS FOLLOWS

4-12.2(b) Certain Types of Loitering Prohibited

No person shall loiter in a public place in such manner as to:

- b. Create or cause to be created any disturbance or annoyance to the comfort and repose of any person, provided that the disturbance or annoyance would be a disturbance or annoyance to the comfort and repose of a reasonable person.

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.

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

Robert D. Parisi, Mayor

Michelle Casalino, Council President

Introduced: June 23, 2020

Adopted: July 14, 2020

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

Legislative History

The purpose of this Ordinance is to repeal subsection (b) of Chapter 4, Section 12.2 on the grounds that it is unconstitutionally vague and of no use to the Township of West Orange.

CALENDAR YEAR 2020 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 2.5% 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 2020 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 \$672,003.92 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 2020 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 \$ 2,352,013.72 and that the CY 2020 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.

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

Michelle Casalino, Council

Introduced: June 23, 2020

Robert D. Parisi, Mayor

Adopted: July 14, 2020

**AN ORDINANCE AMENDING CHAPTER 4 TO INCLUDE SECTION 39 OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Use of Force, Reporting and Accreditation)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented to include Subsection 39 entitled Use of Force, Reporting and Accreditation as follows:

I. PURPOSE

The purpose of this Ordinance is to ban the use of certain use of force techniques within the Township of West Orange (“Township”) and to require certain directives regarding use of force within the Township’s Police Department. Over the past several decades, numerous important and impactful policies which reduce the potential harm caused by law enforcement have become a significant discussion throughout the nation. This Ordinance shall require the Township’s Police Department to maintain written directives consistent with the New Jersey Attorney General Guidelines which address the use of force and related techniques by its officers to prevent positional asphyxiation, a form of asphyxia that prevents suspects from breathing adequately. Additionally, this Ordinance shall require comprehensive reporting and use of force reports. Lastly, this Ordinance shall require the Township’s Police Department to maintain CALEA accreditation.

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.

- A. “CALEA” shall mean the Commission on Accreditation for Law Enforcement Agencies, Inc., a credentialing authority for law enforcement.
- B. “Chokeholds” shall mean a deliberate tight grip around a person’s neck and/or back for a sustained period of time with the purpose to restrict their breathing and/or blood supply. This definition shall include strangleholds and/or carotid artery neck restraints.
- C. “Directive” shall mean written policies and procedures consistent with the Attorney General Guidelines and Essex County Prosecutor.
- D. “De-escalation” shall mean the use of verbal skills, communication, command presence and body positioning to influence a situation to create an outcome that is safe for

officers, subjects and the public in general. This definition shall include verbal de-escalation techniques and physical de-escalation techniques.

- E. “Positional Asphyxiation” shall mean a form of asphyxia that prevents suspects from breathing adequately, including by kneeling or otherwise placing weight on a subject’s neck as set forth by the Attorney General Guidelines.
- F. “Use of Force Continuum” shall mean guidelines as to how much force may be used against a resisting subject in a given situation.

III. USE OF FORCE AND DE-ESCALATION TECHNIQUES

The Township’s Police Department shall maintain one or more Directives outlining the following: (i) a Use of Force Continuum defining constructive authority, physical contact, physical force, mechanical force and deadly force; (ii) Chokeholds, as defined above, shall not be permitted, except in the very limited situations when deadly force is necessary to address an imminent threat to life as set forth by the Attorney General Guidelines, dated June 5, 2020; (iii) De-escalation techniques; (iv) an officer’s duty to intervene in order to minimize the use of force whenever practicable; (v) an officer’s requirement to utilize the least amount of force reasonably necessary to prevent the dangers associated with Positional Asphyxiation; (vi) an officer’s requirement to identify themselves prior to shooting whenever reasonable, and (vii) a ban on discharging a firearm at or from a moving vehicle in any instance where deadly force is not otherwise justified. All Directives shall be consistent with New Jersey Attorney General guidelines and any guidelines promulgated by the Essex County Prosecutor.

IV. REQUIREMENT OF REPORTING AND ACCREDITATION

The Township’s Police Department shall maintain a Directive outlining the mandatory practice of use of force reports and comprehensive reporting consistent with New Jersey Attorney General guidelines.

The Township’s Police Department shall maintain national accreditation and periodic certifications by CALEA and the Township shall provide funding for full compliance.

V. VIOLATIONS AND PENALTIES

The terms of this Chapter shall be implemented by the Appropriate Authority as defined in West Orange Municipal Ordinance 2-14.4 and consistent with N.J.S.A. 40A:14-118 and all other applicable New Jersey State Laws.

VI. 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.

VII. REPEAL OF CONFLICTING ORDINANCES

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.

VIII. EFFECTIVE DATE

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

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

Michelle Casalino, Council President

Introduced: July 14, 2020

Robert D. Parisi, Mayor

Adopted: August 11, 2020

Legislative History

The purpose of this Ordinance is to require the Township's Police Department to maintain written directives consistent with the New Jersey Attorney General Guidelines which address the use of force and related techniques by its officers to prevent positional asphyxia and/or sustained pressure on an individual. Additionally, this Ordinance shall require comprehensive reporting and use of force reports. Lastly, this Ordinance shall require the Township's Police Department to maintain CALEA accreditation.

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2020-2021** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, the license was granted 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **June 23, 2020** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2020-2021** license term:

0722-33-025-010 Mondial Consulting t/a Heritage Restaurant & Lounge, LLC

0722-36-073-002 Apple 9 Hospitality t/a Courtyard West Orange

KAREN J. CARNEVALE, RMC
ABC Board Secretary

MICHELLE CASALINO
Council President/ABC Board member

Adopted: July 14, 2020

RESOLUTION

WHEREAS, The Pour House LLC is the holder of Plenary Retail Consumption License No. 0722-33-002-011 currently held as a Pocket License; and

WHEREAS, The Pour House LLC t/a Patsy's Seafood & Pizza House has made application for a Place to Place transfer for the above-mentioned license to be used at 410 St. Cloud Avenue, West Orange, NJ 07052; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on June 11, 2020 and June 18, 2020 and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted on July 14, 2020 and no one appeared in opposition thereto; and

WHEREAS, Robert C. Williams, attorney for the transferee presented the application to the ABC Board on July 14, 2020 and was available to answer any questions posed by the Board;

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Place to Place transfer of Plenary Retail Consumption License No. 0722-33-002-011 from The Pour House, LLC currently held as a Pocket License to The Pour House LLC t/a Patsy's Restaurant and Pizza House, 410 St. Cloud Avenue, West Orange, NJ 07052 is hereby approved.

**Karen J. Carnevale, R.M.C, Municipal Clerk/
ABC Board Secretary**

**Michelle Casalino, Council President/
ABC Chairperson**

Adopted: July 14, 2020