

1. Conference Meeting Agenda

Documents:

[CA7.11.17.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 7.11.17.PDF](#)

3. Resolution(S)

3.I. 158-17

Documents:

[158-17 REFUND - VETERAN-THIGPEN.PDF](#)

3.II. 159-17

Documents:

[159-17 RAFFLE LICENSES 7.11.17.PDF](#)

3.III. 160-17

Documents:

[160-17 LEWELLYN PARK 7.11.17.PDF](#)

3.IV. 161-17

Documents:

[161-17 COUNTY BOARD JUDGMENT.PDF](#)

3.V. 162-17

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[162-17 TAX COURT RESOL-TOP \(002\).PDF](#)
[162-17 ATTACHMENT.PDF](#)

3.VI. 163-17

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[163-17 AUTHORIZING COST OF MAILING 7.11.17.PDF](#)

3.VII. 164-17

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[164-17 AGREEMENT RESOLUTION WITH ROK.PDF](#)
[164-172017 ELECTRONIC TAX SALE AGREEMENT - WEST ORANGE TWP \(ESX\) - 06.28.17.PDF](#)

3.VIII. 165-17

Documents:

[165-17 AWARD-AMERICAN RAMP CO THROUGH NJPA SKATE PARK 2017.PDF](#)
[165-17 EXHIBIT A.PDF](#)

3.IX. 166-17

Documents:

[166-17 AWARD OF A CONTRACT-GTBM 2017.PDF](#)
[166-17 GTBM EXHIBIT A 2017.PDF](#)

3.X. 167-17

Documents:

[167-17 AWARD HISTORIC ARCHITECTUAL SERVICES FOR CERTIFIED LOCAL GRANT FUNDS.PDF](#)

3.XI. 168-17

Documents:

[168-17 - NOCC 5K RESOLUTION 2017 \(2\).PDF](#)
[168-17 MEMORANDUM OF AGREEMENT NOCC 2017.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2516-17

Documents:

[2516-17 HANDICAPPED SPACES-3 CHESTNUT-56 WATSON.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2517-17

Documents:

[2517-17 ORDINANCE REPEALING TAXI ORDINANCE.PDF](#)

6. ABC Matter(S)

6.I. 585-17

Documents:

[585-17 RENEWAL RESOLUTION 2017-18 \(7.11.17\).PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

July 11, 2017

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 November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

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6:30 P.M

- **Presentation: Water Quality in West Orange-
Father Miguel Hernandez, Lead Pastor-Holy Trinity Church**
- **Update: Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-Revised

**Township of West Orange
66 Main Street – 7:00 p.m.
*July 11, 2017***

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 November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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 Cirilo, Councilman Guarino,
Councilwoman McCartney, Council President Krakoviak (Mayor Parisi)**

1. Pledge of Allegiance

2. Public Comment

3. *Consent Agenda

4. *Approval of Minutes of Previous Meeting – Public Meeting June 27, 2017

5. *Report of Township Officers-None

6. *Reading of Petitions and Communications and Bids - None

7. *Bills

8. *Resolutions

- a. 158-17 Resolution Authorizing a Refund of 2017 Real Estate Taxes in the Sum of \$5,156. to a Totally Disabled Veteran Pursuant to NJSA 54:4-3.30 - 20 Westover Terrace (Block 173.01, Lot 15) (Dillon)
- b. 159-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- c. 160-17 Resolution – West Orange Llewellyn Park Sewer and Road Improvements (Legal-Kayser)
- d. 161-17 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a County Board Judgment (Dillon)
- e. 162-17 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)
- f. 163-17 Resolution Authorizing Cost of Mailing for Electronic Tax Sale (Gagliardo)

- g. 164-17 Resolution Authorizing an Agreement with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com for Internet Based Electronic Processing of Bid Information Related to the Auction Sale of Municipality's Tax Lien Certificates (Gagliardo)
- h. 165-17 Resolution Authorizing an Award of Contract to American Ramp Company Through Use of the National Joint Power Alliance National Cooperative Pursuant to N.J.S.A. 52:34-6.2 to Provide Skate Park Equipment and Concrete Pad in the Amount of \$169,031.33. (DeSantis)
- i. 166-17 Resolution to Award a Contract to GTBM, Inc. for Info Cop Software License (DeSantis)
- j. 167-17 Resolution to Award Historical Architectural Services for Historic Preservation Certified Local Government Grant (DeSantis)
- k. 168-17 Resolution Authorizing the Township of West Orange to Enter Into an Agreement with the National Ovarian Cancer Coalition (NOCC) to Participate In and Benefit From the Downtown Classic 5K Run (Brill)
The Township of West Orange through the Downtown West Orange Alliance annually sponsors the Downtown Classic 5K Run along Main Street for charitable purposes.

9. Ordinances on Second and Final Reading

- a. 2516-17 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange – Handicapped Spaces (Lepore)

9. Ordinances on First Reading

- a. 2517-17 An Ordinance Amending Chapter 5, Sections 30.1 and 30.2 and Repealing Chapter 5, Sections 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 30.10, 20.11, 30.12, 30.13, 30.14 and 30.15 of the Revised General Ordinances of the Township of West Orange (Licensing of Taxicabs) (Legal-Moon)

10. Pending Matters/New Matters/Council Discussion

11. ABC Hearing

- a. **585-17 Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2017-2018 License Term (Clerk)**

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.

RESOLUTION

WHEREAS, CLAIRE THIGPEN, is the owner of the single family dwelling at 20 WESTOVER TERRACE (Block 173.01, Lot 15) and

WHEREAS, CLAIRE THIGPEN, is a widow of an honorably discharged veteran who has been certified as one hundred (100%) totally disabled veteran entitled to exemption from real estate taxes pursuant to N.J.S. 54: 4-3.30 et seq; and

WHEREAS, CLAIRE THIGPEN, has been granted total exemption from real estate taxes for year 2017; and

WHEREAS, CLAIRE THIGPEN, has paid real estate taxes for the 1st and 2nd quarter of 2017; and

WHEREAS, there is a request from the Tax Assessor that CLAIRE THIGPEN be refunded all real estate taxes paid in the year 2017; and

WHEREAS, the Tax Collector has advised that CLAIRE THIGPEN is due and owing a refund for 2017 in the sum of \$5,156; and

WHEREAS, this Township Council desires to refund all paid real estate taxes to CLAIRE THIGPEN for the year 2017.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that CLAIRE THIGPEN be granted exemption from real estate taxes, as a widow of a totally disabled veteran, for tax year 2017, pursuant to N.J.S. 54: 4-3.30 et seq.

BE IT FURTHER RESOLVED that the Tax Assessor and Tax Collector adjust their records to reflect the aforementioned grant of exemption.

BE IT FURTHER RESOLVED THAT THE Tax Collector refund the sum of \$5,156 to CLAIRE THIGPEN which sum represents real estate taxes paid in 2017;

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

Joe Krakoviak, Council President

Adopted: July 11, 2017

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

Chief Financial Officer

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>
St. Josephs Regional Medical Off Premise 50/50	July 18, 2017	25 Prospect Avenue	7409

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

Joe Krakoviak, Council President

Adopted: July 11, 2017

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange provided by Ordinance #2323-11, adopted on June 28, 2011, entitled “An Ordinance Authorizing the Reconstruction of the System of Sewerage and Drainage and Associated Repair, Reconstruction and Repaving of the Roadways Within the Llewellyn Park Section of the Township of West Orange as Local Improvements to be Assessed Upon the Abutting Land Pursuant to N.J.S.A. 40:49-6 and N.J.S.A. 40:56-1 *Et. Seq.*, for such described work to be performed, bonded and repaid as local improvements, and

WHEREAS, N.J.S.A. 40:56-1, *et seq.*, in pertinent part provides that “a local improvement is one, the cost of which, or a portion thereof, may be assessed upon the lands in the vicinity thereof benefitted thereby”, and includes the “construction, reconstruction, enlargement or extension” of a “sewer or drain”, or “portion thereof”, or “system of works for the sanitary disposal of sewage or drainage”, and

WHEREAS, the financing for such local improvements was authorized by Ordinance #2358-12, adopted by the Township Council on June 26, 2012, and which included a \$500,000 cash contribution from the Committee of Managers of Llewellyn Park and \$3,684.305 in public debt issued by the Township of West Orange, and

WHEREAS, some additional improvements to the Park’s sewer system and roadways beyond the original contract scope, required some additional financing, the Township agreeing to fund \$600,000 for this additional work, including a \$50,000 cash contribution from the Park’s Committee of Managers and the remaining \$550,000 in public debt issued by the Township, all approved by Ordinance #2409-14, adopted on May 6, 2014, and

WHEREAS, the contract for making such local improvements was publicly bid and awarded pursuant to the laws and regulations regarding public bidding to the Sanitary Construction Company, which proceeded with and has completed construction of the project, and

WHEREAS, the costs of the improvements have been certified to the Township Council by the Tax Assessor, who has examined the work performed, viewed the lands benefitted, fixed a time and place for a hearing from all persons interested, which hearing was advertised according to law, the owners of all real estate affected notified by mail at their last known post office addresses, and the hearing held on May 30, 2017, providing all parties interested or affected by the improvements ample opportunity to be heard, and

WHEREAS, the Tax Assessor has made the assessments, certifying them to the Township Council in a signed, written report, in the form of a chart or spreadsheet prepared by the Municipal Engineer in cooperation with the Township’s Chief Financial Officer, accompanied by a map showing the real estate taken, damaged or benefitted by the improvements and for which damages or benefits have been assessed, all attached hereto and made a part hereof, all for consideration by the Township Council at its regular meeting scheduled for Tuesday, July 11, 2017, and/or any subsequent meeting of that governing body, and following consideration of that report and map, having the authority to adopt and confirm the same with or without alterations, as to the Council may seem proper, and may refer the matter to any committee of its own body, or to the Tax Assessor, for revision or correction before taking

final action upon it, and

WHEREAS, pursuant to statute, at least two week's previous notice has been given by the Municipal Clerk, each published in a newspaper circulating within the municipality once in each week for two weeks prior to the regular meeting of the West Orange Township Council scheduled for July 11, 2017, and also mailed to the owner or owners named in the report, directed to his, her, or their last known post office addresses, and an affidavit of the Municipal Clerk's Office having been provided to the Township Council to document those notices and mailings, each and all in accordance with applicable law, NOW THEREFORE,

BE IT, AND IT HEREBY IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that having given due and proper consideration to the report and map submitted by the Municipal Engineer and Chief Financial Officer, and certified by the Tax Assessor, copies of which report, map and certification are annexed hereto and incorporated herein, and having given the opportunity to all those affected, or potentially affected, by the proposed confirmation of assessment by the Township Council, to be heard in one or more public meetings, and having found no revision or correction needed before taking final action upon the report and map, the report and map as certified to by the Township's Tax Assessor are, and hereby are, adopted and the property tax assessments they set forth are adopted and confirmed and are final and conclusive such that appeals, if any, may be taken to the Superior Court of New Jersey within thirty (30) days after adoption of this Resolution confirming the assessments; and

BE IT FURTHER RESOLVED, that since payment of an assessment by the property owners of benefitted land was deferred by the Ordinance, to be paid in fifteen (15) annual installments, and the costs of the local improvements having been paid by the Township of West Orange, the Tax Collector is authorized to prepare and mail tax bills to the affected property owners, who shall be responsible for making payments in yearly installments, with legal interest thereon in the amount of 1.84%, over a period of fifteen (15) years, the first annual installment to be due and paid following receipt of, and in accordance with, the Tax Collector's bill for same, and subsequent annual installments to be due and paid on the same schedule in each of the succeeding fourteen (14) years, until the debt is retired.

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

Joe Krakoviak
Council President

Adopted: July 11, 2017

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A COUNTY BOARD JUDGMENT

WHEREAS, certain West Orange property owners have filed a successful tax appeal for the year 2015 and be binding for the assessment year and the 2 assessment years succeeding the judgment year. Freeze Act (N.J.S.A. 54:3-26)

WHEREAS, such West Orange property owner's assessment for 2016 was not changed per N.J.S.A. 54:3-26 have overpaid taxes for the year 2016; and Property owners are entitled to refunds to the extent of such overpayment; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2016 taxes.

<u>Block</u>	<u>Lot</u>	<u>Qual</u>	<u>Name & Address</u>	<u>Amount</u>
105	1	C0020	Stephen Lothes 20 Cerone Court	\$956.94

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

Joe Krakoviak
Council President

Adopted: July 11, 2017

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

John O. Gross, Chief Financial Officer

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

Joe Krakoviak
Council President

Adopted: July 11, 2017

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

John O. Gross, Chief Financial Officer

162-17

[illegible]

**RESOLUTION AUTHORIZING COST OF MAILING
FOR ELECTRONIC TAX SALE.**

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the rules and regulations require a municipality to send three (3) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of \$25.00 per notice for the creation, printing and mailing of said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Township of West Orange will charge \$25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that a fee of \$25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2017 electronic tax sale.

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

Joe Krakoviak
Council President

Adopted: July 11, 2017

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

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange desires to participate in the Electronic Tax Sale Pilot Program; and

WHEREAS, the governing body has authorized the Tax Collector to complete the application and submit same to the Director of the Division of Local Government Services; and

WHEREAS, the Director of the DLGS has approved the application for Township of West Orange to participate in this program; and

WHEREAS, the Township of West Orange desires to enter into an agreement with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-based electronic processing of bid information related to the auction sale of Municipality's Tax Lien Certificates.

THEREFORE, IT IS HEREBY RESOLVED, that the Township Council authorizes the Mayor to execute the attached Agreement.

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

Joe Krakoviak
Council President

Adopted: July 11, 2017

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

John O. Gross, Chief Financial Officer

AGREEMENT FOR SERVICES

This agreement ("**Agreement**") entered into as of _____, 2017 (the "**Effective Date**"), between the Township of West Orange, Essex County, a municipal subdivision of the State of New Jersey ("**Municipality**"), and ROK Industries, Inc. d/b/a NJTaxlieninvestor.com ("**Contractor**"), a New Jersey corporation located at 306 Harlingen Road, Belle Mead, New Jersey 08502, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates ("**Tax Certificates**").

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "**DCA**") pursuant to N.J.S.A. 54:5-19.1(c) established an electronic tax sale pilot program as of February 15, 2011 (the "**Pilot Program**"), with certain pilot program requirements, practices and procedures developed by the DCA, all as more fully set forth on Attachment A;

WHEREAS, the DCA reserved the sole and exclusive right to approve and qualify each vendor of services under the Pilot Program based on the Pilot Program requirements, and Contractor has been approved and qualified as a vendor to market and conduct electronic auctions of Tax Certificates under the Pilot Program (see Attachment B);

WHEREAS, the DCA reserved the sole and exclusive right to approve each vendor's proposed electronic tax sale program platform ("**Approved Auction Platform**") based on the Pilot Program requirements, and Contractor's Approved Auction Platform, developed and operated by RealAuction.com LLC, a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 ("**Real Auction**") has been approved for use in conducting electronic auctions under the Pilot Program (see Attachment B); and

WHEREAS, Municipalities may apply to DCA for participation in the Pilot Program utilizing Contractor's services and the Approved Auction Platform to conduct the auction sale of its Tax Certificates, and Municipality has successfully applied to DCA to participate in the Pilot Program utilizing the services of Contractor and the Approved Auction Platform.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date, and the Agreement shall automatically renew for additional one year periods thereafter unless terminated. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of

the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the “**Services**”) for Tax Certificates for the Municipality.

B. The Contractor shall provide a host server (the “**Server**”) for the Web Site. As used herein, the term “**Web Site**” shall mean an Internet web site that Contractor will make available to Municipality under this Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators (“**Auction Administrator(s)**”) and technical support necessary to facilitate the Municipality's conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality's request, consult concerning optimal terms and business rules or amending same to achieve Municipality's goals. Contractor shall set-up the Web Site to reflect Municipality's approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality's employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, “**Bidders**”).

- v. Providing telephone and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality's request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. The Contractor may, in its sole discretion, provide additional ancillary services through the Web Site to Bidders that are intended to assist such Bidders in evaluating any or all of the Tax Certificates to be sold. Such ancillary services may include without limitation:

- i. Hyperlinks on the Web Site to third party sites that contain additional information about the delinquent accounts or properties that are the subject of the tax sale.
- ii. Additional information about the delinquent accounts or properties that are the subject of the tax sale – i.e., information that is not provided by the Municipality as part of its tax sale.
- iii. Analytical tools, such as search, sort, upload, download and other report customization features.
- iv. If such ancillary services are offered by Contractor through the Web Site, Contractor may (in its sole discretion) elect to charge Bidders and/or auction participants for such services. If Contractor offers such services, Contractor shall disclose the fees associated with such services to Bidders and/or auction participants. The Municipality will not be charged any fees for such ancillary services, and shall not be entitled to any portion of the fees collected by Contractor or third parties in connection therewith.

G. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

H. Contractor and Real Auction, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase

of any Tax Certificates of Municipality conducted under this Pilot Program or that of any other municipality in the State of New Jersey conducted by them under the Pilot Program.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results after they are approved for release by Municipality.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. Cooperation by Municipality. Notwithstanding any other provision herein, the Municipality shall:

- A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date, and

provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 30 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. The Contractor will be paid based upon invoices submitted to the Municipality by the Contractor after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, Contractor shall provide Municipality with an invoice, which shall be paid within thirty (30) days of the

invoice date, and such invoices shall show the Contractor's Municipality Contract number, and the Contractor's federal identification number, in addition to any other information that may be reasonably required by the Municipality. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the Municipality.

D. Unless otherwise provided on Contractor's invoice or other instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

ROK Industries, Inc.
d/b/a NJTaxlieninvestor.com
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor

will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site or the Pilot Program. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the limitations set forth in Paragraph 5(B) above, Contractor agrees to defend, indemnify and hold harmless Municipality, including its officers, employees and agents, against all claims, damages and costs, including reasonable attorneys' fees, incurred in connection with any third party claims relating to Contractor's failure to perform under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, the Approved Auction Platform, or any of their subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying

substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required. Contractor acknowledges that the Municipality is subject to the New Jersey Open Public Records Act ("**OPRA**"), N.J.S.A. 47:1A-1, et. al., and that the Municipality may receive demands for records related to this Agreement or related to the performance of this Agreement. Municipality agrees to provide notice to Contractor in the event that any such demand for records related to this Agreement or the performance of this Agreement is received by the Municipality. Contractor agrees to cooperate fully with Municipality in responding to any such request consistent with this provision of the Agreement. In the event that such a request results in any judicial or administrative proceeding under OPRA, Contractor agrees to cooperate fully with Municipality in litigating the proceeding.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third Party Beneficiaries Intended. For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be

employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may only assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate after receipt of written consent from the Municipality, which shall not be unreasonably withheld, following at least thirty (30) days' notice to Municipality prior to any such assignment. Notwithstanding the foregoing, Municipality acknowledges and agrees that Contractor may assign any of its rights or obligations hereunder to RealAuction.com without the consent of Municipality.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the Superior Court of New Jersey, Essex Vicinage.

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission or email of a PDF document. Each party agrees that the

delivery of the Agreement or any amendment thereto by facsimile or email of a PDF document shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

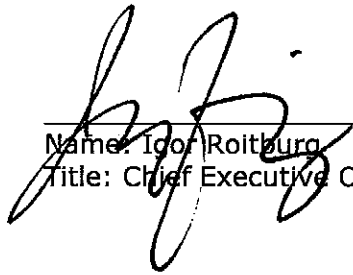
For Municipality: Township of West Orange, Essex County

Name: _____

Title: _____

*[The remainder of this page left blank intentionally.
Additional signature page follows.]*

For Contractor: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Igor Roitburg
Title: Chief Executive Officer

For Approved Auction Platform: RealAuction.com LLC



Name: Lloyd E. McClendon III
Title: Managing Member

Attachment A

[DCA Electronic Tax Sale Pilot Program Requirements]

N.J. Division of Local Government Services
ELECTRONIC TAX SALE PILOT PROGRAM
Pursuant to N.J.S.A. 54:5-19.1(c)
February, 2011

Authority for Pilot Program

N.J.S.A. 54:5-19.1 authorizes municipalities to conduct electronic tax sales subject to rules and regulations to be promulgated by the Director of Local Government Services (Director). N.J.S.A. 54:5-19.1(c) provides that the Director may authorize electronic tax sale pilot programs (Pilot Program) prior to the promulgation of said rules and regulations. As of February 1, 2011, no rules or regulations have been passed. Accordingly, the Director is prepared to authorize municipalities to participate in Pilot Programs subject to the terms and conditions below. This document may be modified from time to time and DLGS reserves the right to modify or cancel the program if immediate problems are evident.

Eligibility

Municipality Eligibility

All municipalities shall be eligible to participate in a Pilot Program. Municipalities interested in participating in a Pilot Program, shall complete and submit the attached application (Application) to the Director. The governing body of the municipality shall approve the Application by passing a resolution authorizing submission of the Application.

The Director shall review the Application and advise the municipality whether its Application has been approved within 45 days of the Director's receipt of the Application. Upon the Director's approval, the municipality shall be permitted to participate in the Pilot Program.

Vendor Eligibility

Any third-party vendor must demonstrate that it has experience providing tax lien-related services in the State of New Jersey and must qualify as a "nationally recognized electronic municipal tax lien service" as provided in N.J.S.A. 54:5-19.1(a). A vendor shall be deemed to be a "nationally recognized municipal tax lien service" if it has conducted Internet website based, electronic tax sales in at least two (2) states or has conducted electronic tax sales in the past two (2) years which included bidders from more than one state.

Prior to submitting its Application to the Director, the municipality shall arrange for and provide a demonstration of the proposed electronic tax sale program to the Director. The Director shall determine, on a case-by-case basis, whether such proposed tax sale program is, in the Director's sole discretion, acceptable and, at a minimum, consistent with the Pilot Program Requirements set forth herein. The Director shall also determine whether such proposed program is consistent with the goals of the enabling legislation and the Director's ultimate promulgation of the rules and regulations to be adopted. Once a vendor's system has been approved, the vendor is authorized to enroll other municipalities for the duration of the Pilot Program.

Prior to a municipality's first electronic tax sale under this Pilot Program, either the municipality or vendor shall provide the agreement between the municipality and the vendor to the Director no later than thirty (30) days prior to the date that the tax sale is first advertised so that the

Electronic Tax Lien Sale Pilot Program

Director may ensure that tax sale will be conducted in a manner consistent with the Pilot Program Requirements.

Once initially designated, the vendor shall notify the Director of any non-trivial functional, operational, or security related changes to its system. Within 30 days of such notice, the Director shall affirm the designation or shall require further review with the vendor.

Notwithstanding anything to the contrary in Local Public Contracts Law, if a vendor's system has been so approved and no other electronic tax sale system has been approved, the municipality may, during the pilot program, contract with such vendor by informal quotation and without public bid. This does not eliminate the requirement of the municipality to comply with the provisions of N.J.S.A. 19:44A-20.4 et seq. regarding political contribution disclosure.

Pilot Program Requirements

All electronic tax sale systems shall meet the following minimum requirements:

- Notice of Tax Sale
 - The Tax Collector shall continue to prepare the tax sale notice required pursuant to N.J.S.A. 54:5-25.
 - Newspaper Advertisement to reflect internet-based sale
 - In lieu of the requirement in N.J.S.A. 54:5-26 to publish in a newspaper the notice of the tax sale, the Tax Collector may publish a notice that provides the website address where the notice of tax sale may be viewed.
 - The printed notice shall include the full website name and link for the full online tax sale notice and the website for registration.
 - The ad shall be a display (not legal) advertisement, a minimum of 2"x3", with a bold black border (Advertisement).
 - It shall include a statement that the municipality is announcing the sale of delinquent taxes and the sale shall be held through an online auction and that the listing of all parcels and delinquencies and costs are posted online and can be viewed at no cost.
 - The Advertisement shall be published once a week for four weeks prior to the week of the sale in a newspaper circulating in the municipality.
 - Access to the tax sale list shall be available to the public and shall not require registration, membership, or payment of any kind to view. The website shall have a clear explanation of this requirement.
 - Municipalities shall also continue to provide access to and/or copies of the tax sale list at their office.
- Mailing of Tax Sale Notice:
 - Notwithstanding anything to the contrary, the Tax Collector shall mail the tax sale notice no less than 3 times during the four week period prior to the week of the tax sale to the property owner and to any person or entity entitled to notice of foreclosure pursuant to section 20 of P.L. 1948, c.96 (C.54:5-104.48). Said notice of tax sale may be given by regular or certified mail, the costs of which shall be added to the cost of

February, 2011

Page 2

Electronic Tax Lien Sale Pilot Program

the sale in addition to those provided in R.S.54:5-38, not to exceed \$25 for each notice for a particular property. Such mailings shall not be in lieu of the Advertisement, but shall be in addition to such Advertisements.

- **Costs for holding an electronic tax sale**
 - The vendor's fee for conducting the electronic tax sale shall not exceed the fee collected by the Tax Collector under N.J.S.A. 54:5-38. The only fees charged by the vendor shall be to the municipality; there shall be no fees charged to the lien buyer.
 - Except as otherwise specifically provided in the Tax Sale Law, the Tax Collector shall not collect any additional fees for the cost of sale.
- **Commencement of Sale**
 - Bidding shall open upon the first publication of the advertisement
- **Deposits**
 - In order for any bidder to win a bid, the bidder will be required to post a forfeitable deposit equal to 10% of the total lien amount that a bidder may win. Notwithstanding the foregoing, to facilitate bidding the Tax Collector may set a cap on the deposit amount (not less than \$10,000) and permit any bidder depositing the cap amount to win any and all liens on which the bidder places a bid.
 - Bidder deposits must be posted at least one day prior to the sale
 - Deposits may be held by the municipality or the vendor. If the vendor holds the funds:
 - The vendor must have an SAS 70 internal control audit report performed within 12 months of the sale. A copy of the report shall be made available to the municipality prior to executing a contract with the vendor.
 - The vendor shall provide a surety bond in the amount of 2% of the total amount of the original sale.
 - The bidder deposit account must be in the name of the municipality.
 - If a bidder shall fail to make payment on a lien certificate that such bidder has won upon conclusion of the sale, the deposit amount representing 10% of the lien certificate not paid shall be forfeited to the municipality.
 - Any unused portion of the deposit will be promptly returned to the bidder after the conclusion of the sale at the direction of the Tax Collector.
- **Website capability**
 - **Bidder Registration**
 - Bidder registration shall be online and completed prior to start of the sale.
 - Bidder information sheets, W-9s, etc. shall all be obtained online and submitted to the Tax Collector.

Electronic Tax Lien Sale Pilot Program

- The Tax Collector may, in its discretion, provide for registration at the municipality's office (subject to time deadlines set by the municipality).
 - Winning bid results are to be displayed immediately upon completion of the auction. All winning bidders to be notified by email at their registered email addresses.
 - The Tax Collector shall have the ability to remove and update the tax sale list in real-time.
 - The Tax Collector shall be able to review a detailed history of all funds transferred.
 - The Tax Collector shall be able to view a transaction log of all bid submissions and results.
 - Any vendor system must provide for the electronic transfer of information/data from and to the municipality.
- No bulk sales
 - Liens will be auctioned individually – i.e., a bid will be placed on each lien with a winning bidder determined for each lien.
- Payments
 - The Tax Collector will be able to accept and process payments through any of the following methods:
 - ACH Transfers
 - Bank Wire Transfers
 - Certified Check or Cash
 - Payment must be made within 24 hours after the bidding is closed (see below for details on ACH Transfers).
 - ACH Transfers
 - ACH Transfers must be initiated within 24 hours after the bidding is closed.
 - ACH Transfers must be settled no later than the 4th business day after bidding has closed.
 - Failure to Receive Payment / Liens Re-Sold
 - If the funds for any tax lien certificate are not settled by the 4th business day after bidding has closed, such lien will be resold on the 7th business day after the date on which the bidding closed.
 - The vendor shall notify all bidders of any properties that are available for bidding due to non-payment.
 - If a parcel is resold, interest shall be recalculated to the date of the new sale date.
- Reporting of Tax Sale
 - Upon entering into a contract with the vendor, the Municipality shall file a statement with the Director indicating the date of the sale, approximate number of

February, 2011

Page 4

Electronic Tax Lien Sale Pilot Program

line items, weblink to the auction site, and the agreed upon fee (subject to the limits herein) for the conduct of the sale.

- After the sale, the tax collector and vendor shall provide a “post-sale report” detailing the results of the auction (contents to be determined by DLGS).
- The Vendor shall provide the Director access to online reports of the sale.
- **Support and Training for:**
 - **Tax Collectors**
 - Live on site training sessions for Tax Collectors will be available.
 - During the sale, a dedicated telephone hotline will be provided and available for Tax Collectors to use until the sale has been completed. The hotline will be available 24/7.
 - **Bidders**
 - Web-site based training classes will be available for bidders.
 - Toll-free lines will be available for support.
 - Email support will be provided.
 - The site will contain detailed instructions on how to use the site as well as online tutorials.
 - Practice auctions will be made available for bidders to use prior to the sale.
- **Systems/Network Administration Security**
 - Vendor website and system must be certified free of all vulnerabilities that can be remotely scanned as listed on the SANS/FBI Top Twenty vulnerabilities list.
 - Storage and transmission of financial and personal identification, information shall be encrypted.
 - Any vendor system shall be hosted on dedicated servers unless otherwise approved by DLGS.
 - All information, bids, participant financial data, etc. is deemed the property of the municipality.

Attachment B

**[DCA Approval of Contractor for Pilot Program
&
DCA Approval of Auction Platform for Pilot Program]**



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

LORI GRITA
Commissioner

June 24, 2011

Mr. Igor Roitburg
NJTaxlieninvestor.com
306 Harlingen Road
Belle Mead, New Jersey 08502

Re: Vendor Approval: New Jersey Electronic Tax Sale Pilot Program

Dear Mr. Roitburg:

Thank you for your interest in participating in the pilot program for the electronic sale of municipal tax liens as established pursuant to N.J.S.A. 54:5-19.1(c). As you know, the program requirements for the pilot program (Pilot Program Requirements) adopted by the Director of Local Government Services (Division) require that before any municipality may submit an application to conduct an electronic tax sale, the Division must first review the qualifications of the proposed vendor and approve that proposed vendor's electronic tax sale program.

This letter will confirm that NJTaxLieninvestor.com has demonstrated that it has experience providing tax lien-related services in the State of New Jersey, and its partner platform for managing auctions qualifies it as a "nationally recognized electronic municipal tax lien service" and thus is qualified to conduct electronic tax sales on behalf of New Jersey municipalities. This was also shown by the demonstration of the system and its capabilities on May 24, 2011.

We have determined that your system is consistent with the Pilot Program Requirements. Pursuant to the Pilot Program Requirements, individual municipalities may now make application to the Division to participate in the electronic tax sale pilot program using the NJTaxlieninvestor.com service.

Please do not hesitate to contact this office if you have any questions or need additional information.

Sincerely,

Marc H. Pfeiffer, Deputy Director
for Thomas H. Neff, Director
Division of Local Government Services

c: Thomas H. Neff, Director
Patricia Turin, Senior Tax Collection Specialist



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RESOLUTION

**RESOLUTION AWARDING A CONTRACT TO AMERICAN RAMP COMPANY
THROUGH USE OF THE NATIONAL JOINT POWER ALLIANCE
NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2**

WHEREAS, The Township of West Orange (“Township”) desires to provide a skate park for recreational purposes for the Township residents; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or to contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Joint National Powers Alliance (“NJPA”) operates under the enabling authority of Minnesota State statute 123A.21 and

WHEREAS, the Township’s membership #28197 was established in 2015; and

WHEREAS, the Purchasing Agent published on May 13, 2017 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the NJPA Cooperative Contract # 022113-ARC with the American Ramp Company, located 601 S. McKinley Avenue, Joplin, MO 64801 for skate park equipment and a concrete pad and provided a comment period to allow vendors mechanism to provide alternate proposals; and

WHEREAS, there were no comments presented, and

WHEREAS, the Department has determined the Township’s use of the NJPA cooperative purchasing contract to procure the skate park equipment and concrete pad will result in a cost savings for the Township; and

WHEREAS, consistent with the NJPA cooperative purchasing contract and the needs of the Township, the American Ramp Company has submitted a proposal to provide skate park equipment and concrete pad, see attached cost sheet hereto “Attachment A”.

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following:

1. The Township shall receive from the American Ramp Company, all supplemental documentation which complies with the laws of the State of New Jersey for entities awarded a contract by a public entity.
2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of \$169,031.33

Karen J. Carnevale, Municipal Clerk

Joe Krakoviak, Council President

Adopted: July 11, 2017

I certify funds available from: Capital Account No. 03-2507-16-0040-010-Outdoor Improvements

John O. Gross, Chief Financial Officer

EXHIBIT

A

601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Quote #	Design #	FOB
Q21039	5744	West Orange, NJ

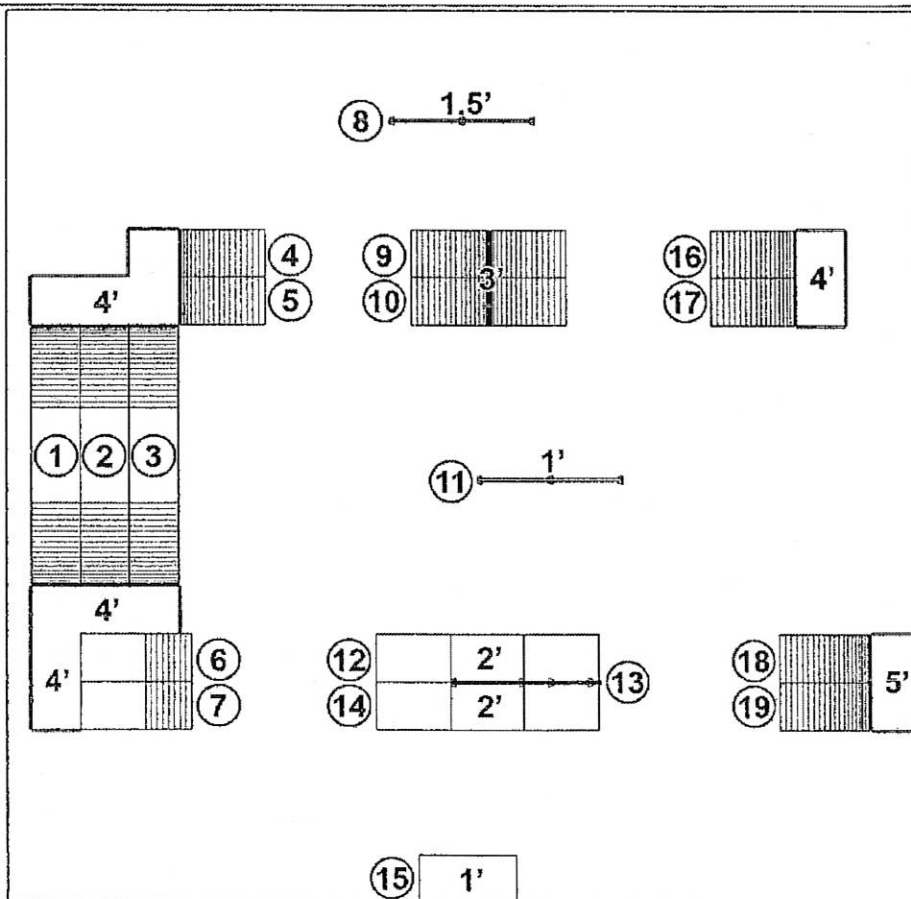
Item	Obstacle	Height	Width	Length
1	Half Pipe	4.0'	4.0'	30.0'
2	Half Pipe	4.0'	4.0'	30.0'
3	Half Pipe	4.0'	4.0'	30.0'
4	Quarter Pipe	4.0'	4.0'	11.0'
5	Quarter Pipe	4.0'	4.0'	7.0'
6	Bank Ramp	4.0'	4.0'	13.0'
7	Bank Ramp	4.0'	4.0'	13.0'
8	Grind Rail (Round)	1.5'	2"	12.0'
9	Spine	3.0'	4.0'	13.0'
10	Spine	3.0'	4.0'	13.0'
11	Grind Rail (Square)	1.0'	3"	12.0'
12	Wedge, Flat, Wedge	2.0'	4.0'	18.0'
13	Grind Rail, Kinked (Round)	1.5'	2"	12.0'
14	Wedge, Flat, Wedge	2.0'	4.0'	18.0'
15	Grindbox	1.0'	4.0'	8.0'
16	Quarter Pipe	4.0'	4.0'	11.0'
17	Quarter Pipe	4.0'	4.0'	11.0'
18	Quarter Pipe	5.0'	4.0'	12.0'
19	Quarter Pipe	5.0'	4.0'	12.0'

Subtotal	\$66,746.31
Framework Enclosures	\$6,674.63
Freight	FREE
Installation	\$10,268.66
NJPA Discount	-\$5,858.27

Equipment total: \$77,831.33

95x80 Concrete Pad \$91,200.00

Grand total: \$169,031.33



[CLICK HERE TO VIEW DESIGN RENDERINGS](#)



601 McKinley
Joplin, MO 64801
Tel: (417) 206-6816
Toll Free: (800) 949-2024
Fax: (417) 206-6888
sales@americanrampcompany.com

DRAWN BY Chuck Dodge

DATE 1/14/2017

REP. AGENCY

American Ramp Company

REP. NAME

Alac Bolden

REP. PHONE

(800) 949-2024



CUSTOMER APPROVAL **DATE**

PARK ENCLOSED? ☒

PRO SERIES ☒

X SERIES ☐

STEALTH SERIES ☐

STEALTH CLASSIC SERIES ☐

PROJECT NAME

Skata Park

DESIGN NO. 5744

This page is the creative property of American Ramp Company. It cannot be copied or redistributed.

**RESOLUTION TO AUTHORIZE AN AWARD OF CONTRACT TO GTBM, INC.
FOR E-TICKETING SOFTWARE**

Whereas, since the year 2012 the West Orange Police Department issues approximately 12,000 traffic ticket/summons annually through the Info-Cop E-Ticket system by GTBM, Inc. which streamlines the process by entering the ticket information directly into the Records Management System and wirelessly submitting the information to the Court; and

Whereas, the Townships agreement for end user software license and support has ended with GTBM, Inc. located at 351 Paterson Ave., East Rutherford, NJ 07073 and a new agreement has been proposed to support and maintain existing proprietary software for a three year term with a committed minimum usage of 10,000 tickets per year at the rate of \$2.00 per ticket, see attached Exhibit "A"; and

Whereas, the Township of West Orange has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of West Orange that:

1. This contract be awarded be awarded without public bidding, in accordance with N.J.S.A. 40A:11-5(1) (dd) of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. for the goods or services for the support and maintenance of proprietary computer hardware and software.
2. The Purchasing Agent be hereby authorized to issue a purchase order to GTBM, INC, East Rutherford, NJ in the amount not too exceed \$30,000 annually for a term of three commencing July 1, 2017.
3. GTBM, Inc. has submitted a Business Entity Certification and Political Contribution Disclosure which will remain on file.
4. Notice of this action shall be advertised in accordance with the applicable law.
5. The Chief Financial Officer has certified funds to be available.

Karen J. Carnevale, R.M.C., Municipal Clerk Joe Krakoviak, Council President

Adopted: July 11, 2017

**I certify funds to be available in 2017 Budget-Account # 01-2010-00-5003-091
Subsequent budget years subject to approval-Account # 01-2010-00-5003-091**

John O. Gross, Chief Financial Officer

EXHIBIT A



GTBM
Better Solutions Every Day

**E-TICKET RENEWAL AGREEMENT
FOR INFO-COP™ E-TICKET TURNKEY SYSTEM
between Township of West Orange and GTBM, Inc.**

Exhibit A:

GTBM will provide:

	#
Info-Cop™ E-Ticket Software*	12 licenses
Info-Cop™ Query Software	0 licenses
Hardware and Installation for Fully-Equipped Police Vehicles**	10
Handhelds	2
Scanners	0

Special Hardware financing*** ☐ Yes ☒ No

*GTBM will provide an additional license on a designated office PC supplied by the department to allow for review or reprinting of tickets at no cost to the Agency.

**includes docking mount, printer, installation, e-Ticketing software and ticket paper and replenishment, 365 days a year support 9am to 5pm with hardware swap

Fees:

Committed*** Tickets: 10,000

Fee Per Ticket: \$2.00

***Committed means the annual minimum number of billable tickets agreed upon.

West Orange accepts and acknowledges that GTBM has no obligation under this Renewal to maintain and support its ten (10) CF-31 mobile data terminals, ten (10) arbitrators, and two (2) automatic license plate reader (ALPR) cameras initially purchased with the E-Ticket system.

Excess Paper Demand: \$5.00 per roll

Multi-Year Contract: Y

Number of Years: 3 (terminating June 1, 2020)

This renewal agreement is subject to all other terms and conditions of the E-Ticket Agreement executed 8/5/11.

Township: _____ Date: _____

GTBM: _____ Date: _____

167-17
July 11, 2017

**HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT GRANT
Resolution Authoring Award for Historical Architectural Services**

WHEREAS, the Township of West Orange “Township” had applied for a Certified Local Grant “CLG” and was approved to receive an amount of \$15,000.00; and

WHEREAS, these funds afford the Township the opportunity to participate more directly in State and Federal Historic Preservation Programs; and

WHEREAS, the goals of the CLG are to identify all buildings, sites, structures, objects and districts that are significant in American history, architecture, engineering, etc. within the Township, that meet criteria for inclusion in the National Register of Historic Places and implement planning tools for protection of these resources; and

WHEREAS, the Township has advertised a Request for Proposal for a Historic Architect to collect all the necessary information to satisfy the terms of the CLG, and

WHEREAS, on the date and place advertised did receive one proposal; and

WHEREAS, after review by the West Orange Planning Board, Hunter Research, Inc. was selected to perform the necessary documentation and reports; and

WHEREAS, the cost of these services will be initially paid by the Township and that cost will be reimbursed as per the terms of the CLG.

NOW BE IT RESOLVED by the Township of West Orange Council that Hunter Research, Inc., located 120 W. State Street, Trenton, NJ 08608 be awarded the contract to conduct the study of the Historic Preservation Sites in accordance with the CLG funds not too exceed \$15,000.00 awarded the Township.

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

Joe Krakoviak, Council President

Adopted: July 11, 2017

I Certify Funds Available: Account No. 01-2040-41-8900-217

John O. Gross, Chief Financial

RESOLUTION

WHEREAS, the Township of West Orange ("Township"), through the Downtown West Orange Alliance ("DWOA") annually sponsors the Downtown Classic 5K run along Main Street in the Township for charitable purposes; and

WHEREAS, the Downtown Classic 5K run is scheduled to take place this year on **Sunday, September 24, 2017** from approximately 9:30 am until 1:00 pm; and

WHEREAS, the Township desires to enter into a Memorandum of Agreement that would allow the National Ovarian Cancer Coalition ("NOCC") to participate in and benefit from this year's Downtown Classic 5K run, annexed hereto as Attachment "**A**" (the "Proposed Memorandum of Agreement"); and

WHEREAS, pursuant to the terms of the Proposed Agreement, the DWOA would share profits with the NOCC, specifically by first subtracting direct expenses incurred by the Township or the Downtown West Orange Alliance, and then sharing seventy percent (70%) + an additional \$4000.00 of the net profits generated from the Downtown Classic 5K run with the NOCC, with the remaining thirty percent (30%) - \$4000.00 of net profits to be retained by the DWOA; and

WHEREAS, the NOCC has agreed to provide its own publicity and fundraising efforts for the event in coordination with the Downtown West Orange Alliance; and

WHEREAS, the NOCC has agreed to provide the Township with proof of liability insurance and to indemnify and hold the Township harmless from any claims, suits, damages, or judgments resulting wholly or in part from any acts or omissions of the NOCC or their agents, employees, guests, licensees, invitees, assignees or successors during this year's Downtown Classic 5K run; and

WHEREAS, annexed hereto as Attachment “**A**” is a copy of the Proposed Memorandum of Agreement to be executed by the Township and the NOCC;

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed Proposed Memorandum of Agreement annexed hereto as Attachment “**A;**” and be it further

RESOLVED, that the Municipal Clerk is authorized to attest to the Mayor's signature on the Proposed Memorandum of Agreement.

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

Joe Krakoviak
Council President

Adopted: July 11, 2017

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter this "Agreement") is made and entered into as of this ____ day of July 2017, by and between TOWNSHIP OF WEST ORANGE (the "Township"), having an address of 66 Main Street, West Orange, New Jersey 07052 and the NATIONAL OVARIAN CANCER COALITION ("NOCC"), having an address of 2501 Oak Lawn Avenue, Suite 435, Dallas, Texas 75219.

WITNESSETH

WHEREAS, the Township, through the Downtown West Orange Alliance has sponsored the Downtown Classic 5K run along Main Street in West Orange; and

WHEREAS, the Township has sponsored this run for several years and each year several hundred people have attended; and

WHEREAS, the Township now desires to enter into an agreement that would allow the NOCC to participate in this year's Downtown Classic 5K run, which is scheduled to be held on Sunday, September 24, 2017 (the "Event");

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Event shall be held on Sunday, September 24th, 2017 from approximately 9:30 a.m. to 1:00 p.m.
2. The Township shall and hereby does agree to share with the NOCC, after subtracting any direct expenses incurred by either the Township and/or the Downtown West Orange Alliance, seventy percent (70%) + \$4000.00 of the net profits generated from the Event. The remaining thirty percent (30%) - \$4000.00 of the net profits shall be retained by the Downtown West Orange Alliance. It is anticipated that profits will be generated from the registration fee paid by participants of the Event and any donations received by either the Downtown West Orange Alliance or the NOCC, its members or agents. The NOCC shall be entitled to receive an accounting of the money raised from the Event prior to the disbursement of any funds.
3. The NOCC will provide its own publicity and fundraising efforts for the Event in coordination with the Downtown West Orange Alliance. The Downtown West Orange Alliance reserves the right to approve any and all publicity/fundraising material that is distributed in connection with the Event. Any use of the NOCC name, logo, or stationery in mailings, advertising, or for the media shall be pre-approved by the NOCC.
4. The NOCC shall provide a representative who will be available and present at the Event for purposes of assisting the Downtown West Orange Alliance with any fundraising, public relations and/or marketing issues.
5. The NOCC shall provide proof of liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The NOCC shall provide an original Certificate of Insurance to this effect upon signing this agreement. The NOCC's policy shall name the Township of West Orange and the Downtown West Orange Alliance as additional insured's.

6. The NOCC agrees to defend, indemnify, hold and save harmless the Township and the Downtown West Orange Alliance, its respective members, officers, representatives, employees from and against any and all claims, suits, damages, judgments and expenses (including reasonable attorneys fees) resulting wholly or in part from any acts or omissions by the NOCC or the NOCC's agents, employees, guests, licensees, invitees, assignees or successors during the Event.

7. It is understood and agreed that all understandings and agreements heretofore had between the Township and the NOCC regarding the Event are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement, made by the other.

8. This Agreement may not be changed or terminated orally. It shall only be modified by written agreement.

9. The Parties hereby acknowledge that the Agreement shall be construed, interpreted and enforced in accordance with the laws (excluding conflicts of law principles) of the State of New Jersey, and before the courts of the State of New Jersey.

10. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWNSHIP OF WEST ORANGE Mayor

Dated: _____

Signed: _____

Robert Parisi, Mayor

Dated: _____

Signed: _____

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

NATIONAL OVARIAN CANCER COALITION

Dated: _____

Signed: _____

AN ORDINANCE AMENDING AND SUPPLEMENTING
CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2,
RESTRICTED PARKING ZONES,
OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
3 Chestnut Street Apartment 2	1	Beginning 90 feet west of the westerly curbline of Watchung Avenue extended and extending 20 feet westerly.
56 Watson Avenue	1	Beginning 115 feet south of the southerly curbline of Chestnut Street extended and extending 22 feet southerly.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

ROBERT D. PARISI, MAYOR

JOSEPH KRAKOVIAK, COUNCIL PRESIDENT

INTRODUCED: June 27, 2017

ADOPTED: July 11, 2017

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 3 Chestnut Street and 56 Watson Avenue. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to all these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 30.1 and 30.2, and
REPEALING CHAPTER 5, SECTIONS 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 30.10, 30.11,
30.12, 30.13, 30.14, and 30.15 OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE (LICENSING OF TAXICABS)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapters 5-30.1, 5-30.2, 5-30.3, 5-30.4, 5-30.5, 5-30.6, 5-30.7, 5-30.8, 5-30.9, 5-30.10, 5-30.11, 5-30.12, 5-30.13, 5-30.14, and 5-30.15 of the Revised General Ordinances of the Township of West Orange be and it is hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to repeal the majority of the sections of the West Orange Township Ordinance governing licenses for taxicabs and limousines operating within the Township of West Orange and leaving only the licensing provisions required under State Law.

II. CHAPTER 5-30, SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCOPRORATE THE FOLLOWING:

5-30 LICENSING OF TAXICABS AND LIMOUSINES.

III. CHAPTER 5-30.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCOPRORATE THE FOLLOWING:

5-30.1 Definitions.

As used in this section:

Operation of a taxicab shall mean transporting in a taxicab one (1) or more persons for hire. Accepting a passenger to be transported for hire from a point of departure within the Township to a destination within or without the Township shall be considered operation of a taxicab within the Township. The operation of a taxicab by one other than the owner shall be deemed operation by the owner as well as by the person actually driving the taxi. The transportation of any person other than the owner or driver in any motor vehicle bearing a sign using the words "taxi", "taxicab", "cab", or "hack" shall be prima facie evidence of operation.

"Limousine" means and includes any automobile or motor car used in the business of carrying passengers for hire to provide prearranged passenger transportation at a premium fare on a dedicated, nonscheduled, charter basis that is not conducted on a regular route and with a seating capacity of no more than 14 passengers, not including the driver consistent with the definition of "Limousine" as set forth in N.J.S.A. 48:16-3.

Owner shall mean and include a person, corporation or other legal entity, partnership or unincorporated association owning any vehicle or holding or controlling any vehicle under a conditional sales contract, lease, mortgage or other security agreement, formal or informal rental agreement or otherwise.

Person shall mean and include any individual, partnership, association, corporation or joint stock company, their lessees, trustees or receivers appointed by any court whatsoever.

Rate card shall mean a card to be displayed in each taxicab, which contains the rates of fare in force.

Street shall mean and include any street, avenue, park, parkway, highway, or other public place.

Taxicab or *taxi* shall mean a motor vehicle used to transport passengers for hire, which does not operate over a fixed route and is not hired by the day or hour, and which generally accepts passengers from points within the Township to points within or without the Township, as more particularly described in N.J.S.A. 48:16-1 as an "autocab." The definition of taxicab shall not include the hiring of a limousine service. any automobile or motor car engaged in the business of carrying passengers for hire which is held out, announced or advertised to operate or run or which is operated or run over any of the streets or public highways and particularly accepts and discharges such person as may offer themselves for transportation from points or places to other points or places consistent with the definition of "Autocab" as set forth in N.J.S.A. 48:16-1.

IV. CHAPTER 5-30.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

5-30.2 License Required Consent to Operate on Public Streets.

No person shall operate a taxicab by originating a fare within the Township unless the owner of the taxicab is licensed under this section. As required by N.J.S.A. 48:16-2, all owners of Taxicabs and/or Limousines are granted consent to operate along the public streets of the Township of West Orange. This consent, however, shall not alleviate the Limousine Owners with a principal place of business within the Township of West Orange to obtain a license to operate service as required under N.J.S.A. 48:16-7 and N.J.S.A. 48:16-22.

V. CHAPTER 5-30.3 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

VI. CHAPTER 5-30.4 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

VII. CHAPTER 5-30.5 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

VIII. CHAPTER 5-30.6 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

IX. CHAPTER 5-30.7 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

X. CHAPTER 5-30.8 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XI. CHAPTER 5-30.9 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XII. CHAPTER 5-30.10 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XIII. CHAPTER 5-30.11 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XIV. CHAPTER 5-30.12 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XV. CHAPTER 5-30.13 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XVI. CHAPTER 5-30.14 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XVII. CHAPTER 5-30.15 SHALL BE AND HEREBY IS REPEALED IN ITS ENTIRETY.

XVIII. REPEAL OF CONFLICTING ORDINANCES

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

XIX. SEVERABILITY

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

XX. 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

JOSEPH KRAKOVIAK, COUNCIL PRESIDENT

INTRODUCED: July 11, 2017

ADOPTED: August 15, 2017

2517-17

Legislative History

This ordinance is drafted to substantially reduce the Township's governance of licenses for taxis and limousines operating within the Township. Pursuant to N.J.S.A. 48:16-2, taxi owners were required to obtain consent from the governing body of each municipality where they sought to operate. This ordinance would eliminate the current requirement of taxi owners having to obtain formal licenses from the Township to even operate within the Township and grant overall consent to all taxis and limousines to freely operate within the Township. However, under state law, N.J.S.A. 48:16-7 and N.J.S.A. 48:16-22, taxi and limousine owners are required to obtain licenses from the municipality wherein the owners have their principal place of business. As a result, this ordinance would not and could not alleviate taxi and limousine owners with principal places of business within the Township of West Orange from obtaining licenses as required under state law.

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 Council to renew said licenses for the **2017-2018** license term; and

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

WHEREAS, a public hearing was held before this Township Council on **July 11, 2017** and no one appeared in opposition to any license renewal; and

WHEREAS, the Council wished to renew each of the following licenses named unless otherwise noted herein.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of West Orange wishes to renew the following alcoholic beverage licenses set forth for the **2017-2018** license term:

0722-33-043-008 Los Tapatios, Inc. t/a Los Tapatios

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JOE KRAKOVIAK
Council President/ABC Board member

Adopted: July 11, 2017

****Resolution subject to change****