1. Conference Meeting Agenda

Documents:

CA 4.28.20.DOC

2. Resolution(S)

2.I. 104-20

Documents:

104-20 RESOLUTION AUTHORIZING CONTRACT WITH MILLENIUM STRATEGIES FOR TOWNSHIP GRANT WRITER - 2020.PDF
104-20 EXHIBIT - AUTHORIZING AGREEMENT WITH MILLENNIUM STRATEGIES FOR TOWNSHIP GRANT WRITERS - 2020.PDF

2.II. 105-20

Documents:

105-20 APPROVING TAX APPEAL SETTLEMENT WITH WHS LLC RE 125 NORTHFIELD AVENUE BLOCK 78.02 LOT 2.PDF

2.III. 106-20

Documents:

106-20 RESOLUTION AND AMENDMENT - EMERGENCY FUNDING FOR ROCK SPRING.PDF

2.IV. 107-20

Documents:

107-20 CHERRY LANE NORTHFIELD PUMP STATION RESOLUTION TO AWARD A CONTRACT TO PURCHASE A GENERATOR.PDF
107-20 CHERRY LANE AND NORTHFIELD PSS CUMMINS GENERATOR PROPOSAL 3.2020.PDF

2.V. 108-20

Documents:

108-20 DUPLICATE SEWER PAYMENT RESOLUTION.PDF

2.VI. 110-20

Documents:

110-20 RESOLUTION WO 6691000 GI BONDS COMBINATION 4.28.20-FINAL.PDF
110-20 GI BONDS TIMELINE.PDF

2.VII. 111-20

Documents:

111-20 WO 6691000 GI BONDS FORM AND SALE RESOLUTION (PARITY) (MCELWEE QUINN) (W-REVISED PREMIUM LANGUAGE) FINAL.PDF

3. Ordinance(S) On Second And Final Reading

3.I. 2602-20

Documents:

2602-20 AMENDING C 7 7-29.1 -115WATSON 67 HARRISON 221 WATCHUNG 16 DEAN.PDF

3.II. 2603-20

Documents:

2603-20 AMENDING THE ZONING MAP FOR THE TOWNSHIP OF WEST ORANGE TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FROM R-5 TO R-2 ZONING.PDF

Township of West Orange
<u>CONFERENCE MEETING AGENDA</u>
Council Chambers – 66 Main Street
Tuesday, April 28, 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

- **<u>Covid 19 Update</u>**
  - **Police Chief James Abbott – Information regarding scams**
  - **Fire Chief Tony Vecchio – Office of Emergency Management**
- **Nick Salese – Recycling Coordinator**
- **Cynthia Cumming – Holy Trinity Food Pantry**
- **<u>Update</u> – Redevelopment**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

Agenda is subject to change.

104-20
April 28, 2020

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") desires to retain the services of a grant writer for the purpose of seeking government and other grants to perform services for the Township; and

WHEREAS, the Township issued a request for quotations; and

WHEREAS, the Township received two (2) quotations from:

(i) Bruno Associates, Inc. of Clifton, New Jersey at an annual rate of $25,000 per year; and

(ii) Millennium Strategies, LLC of Morristown, New Jersey at an annual rate of $39,600 per year; and

WHEREAS, the Township has reviewed the submissions and determines that Millennium Strategies, LLC best meets the requirements of the Township based upon its experience, employees and expertise which includes current and former municipal and other governmental employees as well its performance with the Township including a number of grants that are still pending; and

WHEREAS, the proposed quote submitted by Millennium Strategies, LLC fall below the $40,000 bid threshold requirement allowing the Township to award the contract for grant writing services without public bid.

NOW HEREBY BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council of the Township of West Orange hereby authorizes the Township to enter into a one-year contract from May 1, 2020 through April 30, 2021, with an additional one-year option from May 1, 2021 through April 30, 2022, with Millennium Strategies, LLC of Morristown, New Jersey at a rate of $3,300 per month

or $39,600, inclusive of all travel time and expenses with the provision whereby either party may terminate the Contract on 30 days' written notice pursuant to the terms of the Agreement annexed hereto as exhibit **"A**;" and be it further

RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that a copy of this Resolution shall be advertised in accordance with applicable law.

This Resolution shall be available for inspection in the Clerk's Office during normal business hours in accordance with all applicable statutes.

Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: April 28, 2020

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

Exhibit “**A**”

LETTER AGREEMENT WITH MILLENNIUM STRATEGIES
FOR GRANT WRITING/ADMINISTRATION/RECOVERY SERVICES

April 7, 2020

Mr. Ed Farmer
Millennium Strategies
60 Columbia Road, Building B
Suite 230
Morristown, New Jersey 07960

Dear Mr. Farmer:

This letter agreement shall constitute the agreement for retention of Millennium Strategies (hereinafter "Millennium"), to provide services to the Township of West Orange ("Township") as its Grant Writer for a period of one (1) year, commencing May 1, 2020 and lasting through April 30, 2021 (the "Initial Term") with an additional optional year from May 1, 2021 through April 20, 2022 (the "Option Term"). The agreement will automatically renew to the Option Term unless the Township provides written notice of its decision not to renew the agreement.

The amount to be paid Millennium for such services shall be $39,600, payable on a monthly basis of $3,300 per month, commencing as of May 1, 2020. This agreement is subject to cancellation on thirty (30) days' written notice by either the Township or Millennium.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. Millennium shall be solely responsible for its own work hours and daily responsibilities. As an independent contractor, Millennium shall be fully responsible for all obligations to any taxing authority or other governmental entity arising out of this Agreement. Millennium shall receive no monetary or other benefits not specifically enumerated in this agreement

The manner and means of performing all services shall be subject to Millennium's sole control unless otherwise specified in this Agreement. Millennium shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Millennium's responsibilities shall include, but are not necessarily limited to:

- Providing professional consultations with respect to the study of County, State, Federal, corporate and private aid funds as they relate to the needs of the Township, or as requested by the Township.

- Notifying the Township of all available governmental and non-governmental funding opportunities by providing detailed memoranda of potential funding opportunities that include an explanation as to Millennium's efforts and the Township's responsibilities in order to complete the grant application and produce the best possible presentation for submission.

- Researching, planning, preparing, submitting, proceeding with and following up on all applications and programs for such aid.

- Advising the Township as to all required appropriate legislative support, for all available governmental and non-governmental funding applications.

- Advising the Township as to all requirements and procedures to follow with regards grant administration, including, but not limited to, the overseeing of the disbursement of funds obtained through grant awards to insure that such disbursements meet all of the requisite requirements of the grant award.

- Researching and advising the Township regarding whether its current disbursement of grant funds are being performed consistent with the requirements of the grant funds and also insuring that funds obtained by grant awards are being disbursed and utilized.

- Obtaining "New Grants" on an annual basis of at least the amount paid to Millennium on an annual basis ($39,600 per year) during the term of this Agreement. New Grants shall mean monies and/or aid not previously received by the Township from particular sources during the prior five (5) years. Millennium agrees that it will continue to provide services beyond the term of this Agreement at no cost until New Grants exceeding the amount received are awarded. This amount specifically excludes all currently existing grants.

- Submitting an annual written report at the conclusion of the term to the Mayor concerning all services rendered and new grants obtained.

- Representing the Township before all appropriate legislative and/or governmental officials and their offices pertaining to grant and funding procurement services undertaken pursuant to this Letter Agreement. This obligation shall include, but not be limited to, other subjective funding opportunities.

- Attending any meetings requested by the Mayor and/or Business Administrator to discuss potential grants and report as to timeframes and deadlines for submission of grant applications, status of grant applications, and areas of available grant funding.

- Attending any public meetings, as requested upon 48 hours notice.

All grant applications are subject to the approval of the Township in its sole discretion, and no grant application shall be submitted without the prior approval of the Township Council.

If the foregoing terms are acceptable, kindly affix your signature below.

WITNESS:

By:_____
Peter Blanos
Director of Business Development

MILLENNIUM STRATEGIES

By:_____
ED FARMER

ATTEST:

_____
KAREN J. CARNEVALE,
MUNICIPAL CLERK

TOWNSHIP OF WEST ORANGE

By:_____
ROBERT D. PARISI, MAYOR

105-20
April 28, 2020

RESOLUTION

WHEREAS, pursuant to Resolution of the Township Council of the Township of West Orange (the "Township"), the Township has retained Charles Blau, Esq. of Blau & Blau ("Special Tax Appeal Counsel") to review and pursue certain affirmative tax appeals; and

WHEREAS, the Township has filed affirmative tax appeals to increase the 2015, 2016, 2017, 2018, 2019 and 2020 assessments of property owned by WHS LLC (the "Property Owner") concerning real property located at 125 Northfield Avenue in the Township which is identified on the Tax Map of the Township as Block 78.02, Lot 2 (the "Property"); and

WHEREAS, the Property Owner and Township have evaluated the assessments and agreed to a proposed settlement which is recommended by the Township's Special Tax Appeal Counsel; and

WHEREAS, as a result of the proposed settlement, the assessed value of the Property shall be increased from $6,000,000 to $7,100,000 million in 2018, $7,200,000 million 2019, and $7,250,000 in 2020 which will yield additional taxes of approximately $140,000 and approximately twenty (20%) percent additional taxes on a going forward basis; and

WHEREAS, as part of this multi-year settlement, the appeals for 2015, 2016 and 2017 shall be withdrawn with no change in the assessments; and

WHEREAS, the Law Department recommends approval of this settlement; and

NOW, BE IT HEREBY RESOLVED, THAT THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE HEREBY APPROVES the proposed settlement with regard to Block 78.02, Lot 2, known as 125 Northfield Avenue in the Township of West Orange, whereby the Property's assessment for 2018 shall be fixed at $7,100,000, for 2019 - $7,200,000 and for 2020 - $7,250,000; and

IT IS FURTHER RESOLVED that the Tax Assessor and Special Tax Appeal Counsel be and are hereby authorized to take all steps necessary and appropriate to effectuate the settlement.

_____	_____
Karen J. Carnevale, R.M.C. **Township Clerk**	**Michelle Casalino** **Council President**

Adopted: April 28, 2020

RESOLUTION

WHEREAS, in 2019, the Township of West Orange (the "Township") acquired the Rock Spring Golf Facilities ("Rock Spring") located at 90 Rock Spring Road in the Township which consists of approximately 138 acres; and

WHEREAS, pursuant to a Request for Proposal process and Township Council approval, the Township retained Kemper Sports Management, Inc. ("Kemper") of Illinois to operate and maintain Rock Spring; and

WHEREAS, on or about March 21, 2020, as a result of various executive orders issued by the Governor of New Jersey in light of the COVID-19 pandemic, a public health emergency was declared and the State of New Jersey required the closure of Rock Spring along with all other golf courses within the State of New Jersey; and

WHEREAS, as a result of the public health emergency and Governor's executive order, there is currently no revenue or income for Rock Spring; and

WHEREAS, Kemper has requested that emergency funding be made available; and

WHEREAS, Rock Spring is a Township asset with considerable value to the Township and its residents; and

WHEREAS, the Township intends to seek FEMA or other reimbursement for these expenditures to the extent available.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to enter into the annexed First Amendment to Qualified Management and Maintenance Contract with Kemper Sports Management, Inc. whereby up to $200,000 shall be provided to reimburse Kemper for maintaining Rock Spring during the emergency cessation of operations.

Karen Carnevale, R.M.C. **Municipal Clerk**	**Michelle Casalino,** **Council President**

Adopted:

First Amendment to Qualified Management and Maintenance Contract

THIS FIRST AMENDMENT ("First Amendment") to the Qualified Management and Maintenance Contract (the "Agreement") dated as of March 29, 2019 by and between the Township of West Orange (the "Township") and Kemper Sports Management, Inc ("the "Contractor") (collectively the "Parties") is entered into by the Parties as of April __, 2020 (the "First Amendment Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, the parties entered into the Agreement in connection with Contractor's on-site operations and management of the Golf Course Facilities; and

WHEREAS, as a result of the impacts of the unforeseen Covid-19 pandemic, including, without limitation, the public health emergency orders issued by the State of New Jersey, which, among other things, required closure of the Golf Course Facilities, has fundamentally changed the nature of the Parties' originally intended business arrangement;

WHEREAS, as a result of the global pandemic and emergency orders of the State of New Jersey, Federal, County and local determinations, the Golf Course Facilities were shut down on or about March 21, 2020 with no reopening date fixed ("Executive Orders"); and

WHEREAS, the Golf Course Facilities are a key asset of the Township which must be maintained in order to maintain the quality and caliber of the golf course and insure that the greens and other areas are immediately ready to reopen upon the lifting of the current emergency orders;

WHEREAS, based upon the Contractor's experience, training and hands on knowledge that maintaining the status quo and keeping their personnel in place and actively maintaining the Golf Course Facilities is essential; and

WHEREAS, the Parties desire to make some short-term modifications to the Agreement to address the significantly changed business and operational environment impacting the Golf Facilities.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. **Temporary Funding.** The Township hereby agrees to fund all operating expenses of the Golf Facilities, including all payroll costs, for the months of April, May and June of 2020 (the "Temporary Period") as such operating expenses are set forth on the attached Exhibit A (the "Operating Expenses") up to a total aggregate amount of $200,000 (the "Emergency Funds Amount") during the Temporary Period. Contractor shall provide a funding request to Township every two weeks to correspond to the bi-weekly payroll of onsite staff, along with appropriate documentation to document such Operating Expenses along with appropriate receipts, invoices and other documentation to document such Operating Expenses and actual payment of same. Township shall remit funds to KSM as set forth in the funding request within thirty (30) days following the receipt of such funding request.

2. **Restarting Golf Course Operations**. To the extent reasonably practicable, Contractor shall restart all golf course operations within two days of the lifting of the current Executive Orders ("Reopening Date"). Upon reopening, the right to reimbursement hereunder

shall cease. If the Reopening Date occurs midway through a pay cycle or any other expense, such expense shall be prorated and the reimbursement shall terminate on the Reopening Date.

3. **Reasonable Cooperation**. To the greatest extent possible, the Parties shall fully and reasonable cooperate during the emergency period to insure that the Golf Course Facilities are fully maintained recognizing that the Contractor is not currently receiving any revenue or income.

4. **Funding**. The Township and Contractor agree to reasonably cooperate in evaluating any federal emergency aid program for which either party may be legally eligible, pursuant to which, subject to the terms of any such aid program, the aid may be used to pay Operating Expenses at the Golf Course Facilities. The parties shall reasonably cooperate with one another as necessary to provide any documentation needed to obtain such funding should a party elect to apply for such aid. To the extent such funds are obtained, and subject to the terms of such aid programs, such funds shall be applied to payment of the Operating Expenses. Contractor shall reimburse to Township any funds previously provided by Township for such Operating Expenses to the extent of such aid funds and the amount of the Emergency Funds Amount to be provided hereunder shall be reduced by the amount of any such aid received by Contractor.

5 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

6**.** **Full Force and Effect.** Except as modified herein, the Agreement shall remain in full force and effect.

[Signature page follows]

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

ATTEST:

TOWNSHIP OF WEST ORANGE

_____

Karen Carnevale, Municipal Clerk

By:_____

Robert D. Parisi, Mayor

WITNESS:

KEMPER SPORTS MANAGEMENT, INC.

_____

By:_____

Jim Stegall, Chief Operating Officer

KemperSports®

Exhibit A
Rock Spring GC
Operating Forecast

	April		May		June		Total		
REVENUES	**Forecast**	**Budget**	**Forecast**	**Budget**	**Forecast**	**Budget**	3 Month Forecast	3 Month Budget	Var ($'s)
C&G	0	141,800	0	182,700	0	201,050	0	525,550	-525,550
Carts	0	32,716	0	46,625	0	51,433	0	130,774	-130,774
F&B	0	33,240	0	41,390	0	46,990	0	121,620	-121,620
Pro Shop	0	12,420	0	12,720	0	13,420	0	38,560	-38,560
TOTAL REVENUE	0	220,176	0	283,435	0	312,893	0	816,504	-816,504
COGS									
Merchandise	0	5,693	0	5,693	0	5,995	0	17,381	-17,381
Food & Beverage	0	13,108	0	16,258	0	18,382	0	47,748	-47,748
TOTAL COGS	0	18,801	0	21,951	0	24,377	0	65,129	-65,129
PAYROLL									
Salaried	15,208	18,708	15,208	18,708	15,208	18,708	45,624	56,124	-10,500
Hourly	7,371	42,955	7,617	55,224	7,371	72,929	22,360	171,108	-148,748
Adders & Benefits	4,516	11,518	4,565	14,236	4,516	16,760	13,597	42,514	-28,917
TOTAL PAYROLL	27,095	73,181	27,390	88,168	27,095	108,397	81,581	269,746	-188,165
OPERATING EXPENSES									
C&G	21,733	44,483	12,133	37,133	21,939	44,083	55,805	125,699	-69,894
Carts	0	1,250	0	0	0	11,231	0	12,481	-12,481
F&B	0	2,067	0	2,067	0	2,267	0	6,401	-6,401
Pro Shop	371	3,071	371	1,000	371	3,471	1,113	7,542	-6,429
G&A	21,761	33,336	21,090	35,636	18,650	41,075	61,501	110,047	-48,546
Marketing	0	3,050	0	4,350	0	3,350	0	10,750	-10,750
TOTAL OPERATING EXPENSES	43,865	87,257	33,594	80,186	40,960	105,477	118,419	272,920	-154,501
TOTAL EXPENSES	70,960	179,239	60,984	190,305	68,055	238,251	200,000	607,795	-407,795
EBITDA	-70,960	40,937	-60,984	93,130	-68,055	74,642	-200,000	208,709	-408,709

Notes & Key Assumptions:

The numbers above reflect the total expenses necessary to maintain the golf course during closure without compromising rate and course quality upon repoening (this does not include any landscaping expenses for the clubhouse, parking lots, etc.).

Course and Grounds Operating Forecast

Line Item	April	May	June	Total
Chemicals	$11,500	$4,000	$13,206	$28,706
Fertilizer				$0
Equipment Lease	$2,133	$2,133	$2,133	$6,399
Equipment Repair and Maint.	$3,500	$3,500	$3,500	$10,500
Phone Expense	$100	$100	$100	$300
Gas/Fuel	$1,000	$1,000	$1,000	$3,000
Shop Supplies		$400	$500	$900
Wetting Agents			$500	$500
Irrigation	$2,000	$1,000	$1,000	$4,000
Sand	$1,500			$1,500
Total	$21,733	$12,133	$21,939	$55,805

Golf Shop Operating Forecast

Line Item	April	May	June	Total
Rental Club Expense	$371	$371	$371	$1,113

General & Administrative Operating Forecast

Line Item	April	May	June	Total
Supplies			$250	$250
Pest Control	$275	$275	$275	$825
Security	$76	$1,805	$76	$1,957
Electric	$7,500	$7,500	$7,500	$22,500
Water	$3,500	$3,000	$1,500	$8,000
Gas	$1,000	$1,000	$1,000	$3,000
Phone/Cable	$700	$700	$700	$2,100
Waste	$600	$600	$600	$1,800
Data Processing	$700	$400	$300	$1,400
Credit Card Fees	$1,500	$0	$0	$1,500
Insurance Expense	$1,861	$1,861	$2,500	$6,222
Liquor License Renewal Fees	$249	$249	$249	$747
Consultant Fee	$1,050	$1,050	$1,050	$3,150
Payroll Processing	$600	$500	$500	$1,600
Shipping	$150	$150	$150	$450
Accounting Fees	$2,000	$2,000	$2,000	$6,000
Total	$21,761	$21,090	$18,650	$61,501

Payroll Forecast Breakdown

Staff Being Retained	Pay Type	Department	Wages By Month			
			April	May	June	Total
Chris Parker	Salary	G&A	$7,708	$7,708	$7,708	$23,125
Brandon Ramage	Salary	C&G	$7,500	$7,500	$7,500	$22,500
Salary Total			$15,208	$15,208	$15,208	$45,625

Staff Being Retained	Pay Type	Department	Wages By Month			
			April	May	June	
Mark Tanucilli	Hourly	C&G	$3,086	$3,189	$3,086	$9,360
Johndaling Perallta Martinez	Hourly	C&G	$4,286	$4,429	$4,286	$13,000
Hourly Total			$7,371	$7,617	$7,371	$22,360

107-20
April 28, 2020

RESOLUTION

RESOLUTION AWARDING A CONTRACT TO CUMMINS SALES AND SERVICE, THROUGH USE OF THE SOURCEWELL (formerly NJPA) NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2

WHEREAS, The Township of West Orange ("Township") needs to purchase and install emergency electrical generators at the Cherry Lane Pumping Station and Northfield Pumping Station; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or 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 Sourcewell cooperative 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 April 10. 2020 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the Sourcewell Cooperative Contract # 120617-CMM with Cummins Inc. whose authorized distributor is Cummins Sales and Service, 435 Bergen Avenue, Building 2, Kearny, NJ 07032 to provide two emergency electrical generators and appurtenances Models: DFEJ and C100D6D and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHERAS, there were no comments presented, and

WHEREAS, the Department of Public Works has determined the Township's use of the Sourcewell cooperative purchasing contract to procure the two emergency electric generators will result in a cost savings for the Township; and

WHEREAS, consistent with the Sourcewell cooperative purchasing contract and the needs of the Township, Cummins Sales and Service, 435 Bergen Avenue, Building 2, Kearny, NJ 07032 has submitted a proposal to provide a Cummins Generator DFEJ (rated 350 kw, diesel) and appurtenances for the Cherry Lane Pump Station and Cummins Generator C100D6D (rated 100 kw, diesel) and appurtenances for the Northfield Avenue Pump Station, 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 Cummins Sales and Service all supplemental documentation which complies with the laws of the State of New Jersey for vendors 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 $91,709.16

_____ _____

Karen J. Carnevale, Municipal Clerk Michelle Casalino, Council President

Adopted: April 28, 2020

I Certify funds available from 2017 Capital Account No. 03-2507-17-0500-010

_____

John O. Gross, Chief Financial Officer

Sales and Service

March 31, 2020

Quote No. 20011-Rev. 2 [Sourcewell Pricing]

To: Township of West Orange
Attn: Leonard Lepore

Re: Emergency Generator Sets
Cherry Lane Pumping Station & Northfield Pumping Station

Dear Leonard:

We are pleased to quote you on your Emergency/Standby Generator set requirement as follows:

Cherry Lane Pumping Station:
The Cummins generator set model **DFEJ** (rated 350kw, diesel) is listed in Sourcewell contract for $86,982.00 plus a 41% sale discount plus all other additional options required for this project application. Furthermore, the Sourcewell Goods/Service Itemization the contract allows us to also field services and start-up, which is discounted at 10% off the total sale price, and any additional products and services such as Turn-Key Solutions which includes installation discounted at 5% off the sale price.

DESCRIPTION	QTY.	LIST PRICE	SOURCEWELL SELL PRICE
Cummins Generator DFEJ	1	$86,982.00	$51,319.38
Vibration Isolators	1	$5,230.00	$4,968.50
Exhaust System	1	$3,500.00	$3,325.00
Startup Services	1	$1,800.00	$1,620.00
2 hr loadbank testing	1	$1,800.00	$1,620.00
	TOTAL	$99,312.00	$62,852.88

Cummins Sales and Service
435 Bergen Avenue / Building 2
Kearny, NJ 07032
Tel (973) 491-0100
Fax (973) 491-5477
salesandservice.cummins.com

Sales and Service

Northfield Pump Station:

The Cummins generator set model **C100D6D** (rated 100kw, diesel) is listed in Sourcewell contract for $28,398.00 plus a 39% sale discount plus all other additional options required for this project application. Furthermore, the Sourcewell Goods/Service Itemization the contract allows us to also field services and start-up, which is discounted at 10% off the total sale price, and any additional products and services such as Turn-Key Solutions which includes installation discounted at 5% off the sale price.

DESCRIPTION	QTY.	LIST PRICE	SOURCEWELL SELL PRICE
Cummins Generator C100D6D	1	$28,398.00	$17,322.78
Vibration Isolators	1	$5,230.00	$4,968.50
Exhaust System	1	$3,500.00	$3,325.00
Startup Services	1	$1,800.00	$1,620.00
2 hr loadbank testing	1	$1,800.00	$1,620.00
	TOTAL	$40,728.00	$28,856.28

In Summary, Sourcewell pricing as follows:

Cherry Lane Pumping Station: $62,852.88
Northfield Pump Station: $28,856.28

Total: $91,709.16 (plus applicable sales tax)

Note:

- Pricing doesn't include applicable sales tax.
- Lead-time on equipment: Generator Set: 8 weeks after written release

Sales and Service

TERMS AND CONDITIONS:

These Terms and Conditions, together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.

QUOTE TERM; SCOPE. The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY. Equipment is quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

PAYMENT TERMS; CREDIT; RETAINAGE. If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a

valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES. If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Written cancellation notice is required.

SUBMITTALS AND MANUALS. Unless otherwise stated, electronic submittals and STANDARD electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

Sales and Service

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

WARRANTY. New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component.

WARRANTY PROCEDURE. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by

Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

LIMITATIONS ON REMEDIES
THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER

CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.

FORCE MAJEURE. Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine

maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE. During the period in which any services are to be performed, Cummins shall maintain in full force and effect the following insurance coverages set forth below, at its sole cost and expense:

- Commercial General Liability. Commercial General Liability Insurance of not less than $2,000,000 per occurrence and $2,000,000 annual aggregate limit.
- Automobile Liability. Business Auto Coverage with limits of $1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles.
- Worker's Compensation. Workers' compensation, occupational diseases, and disability benefits required by statute.
- Employer's Liability. Employer's Liability with limits of at least $1,000,000 per accident per employee; $1,000,000 per disease per employee; and $1,000,000 per disease policy limit.
- Umbrella Liability. Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

Sales and Service

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

Intellectual Property. Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.
No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.
Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.
These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

MISCELLANEOUS CHARGES. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary

notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

Sales and Service

We thank you for giving us the opportunity to quote this equipment. If you need any further assistance or clarification, please do not hesitate to contact us.

Sincerely,

Rock Reddy

Sr. Sales Representative
East Region
Cummins Sales and Service
435 Bergen Avenue
Building 2
Kearny, NJ 07032
(973) 690-3634/Direct
(973) 491-5477/Fax
(201) 923-3062/ Cell
Rock.p.reddy@cummins.com

Leonard Lepore

From: Anne DeSantis
Sent: Tuesday, April 14, 2020 10:41 AM
To: Leonard Lepore
Subject: Generators
Attachments: Public Notice of Intent 04102020.html

Hi Len

The notice was advertised and I'll do resolution for next meeting.

Be well,
Anne

Anne DeSantis, RPPO, QPA
Purchasing Agent
West Orange Purchasing Department
Township of West Orange
66 Main Street
West Orange, NJ 07052
Phone (973) 325-4056
Fax (973) 736-8380
adesantis@westorange.org
www.westorange.org

Please consider the environment before you print this email
America, Land of the Free, Because of the Brave!

Confidentiality Notice: This e-mail contains information from theTownship of West Orange. It is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information contained within it by anyone other than the intended recipient or an employee or agent responsible for delivering the message to the intended recipient is prohibited. If you have received this e-mail in error, please call 973-325-4055 and destroy the original message and all copies.

Friday, April 10, 2020

Notice Content

Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement The Township of West Orange, County of Essex, State of New Jersey, intends to participate in the Sourcewell national cooperative, formerly National Joint Powers Alliance ("NJPA") Contract # 120617-CMM for the purpose of purchasing and installing emergency generator sets at the Cherry Lane Pumping Station and Northfield Pumping Station. Information regarding the Sourcewell Cooperative Purchasing Agreement and proposed Goods and Services Agreement between the Cummins Sales and Service Company and the Township of West Orange as a local government unit can be reviewed online at the Sourcewell-mn.gov/cooperative-purchasing/contracts website. The Sourcewell contract term with Cummins is from 01/29/2018 to 01/29/2022. The Township of West Orange is a member of the Sourcewell formerly NJPA since July 2015 and is permitted to award contracts to vendor pursuant thereto under the authority of N.J.S.A. 52:34-6.2b(3) and LFN 2012-10. Any comments must be in writing to the Purchasing Agent at adesantis@westorange.org no later than 4:00 p.m. on April 15, 2020. Anne DeSantis Purchasing Agent 4/10/2020 $62.00

108-20
April 28, 2020

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
DUPLICATE PAYMENT OF 2020 ANNUAL SEWER CHARGE

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the 2020 annual sewer charge;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

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 2020 annual sewer charge.

Block	Lot	Name & Address	Amount
159.01	70	Margaret Hollywood 17 Old Salem Road West Orange, NJ 07052	$350.00
		TOTAL:	$350.00

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

Michelle Casalino
Council President

Adopted: April 28, 2020

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

John Gross
Chief Financial Officer

110-20
April 28, 2020

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY INTO A SINGLE ISSUE OF BONDS AGGREGATING $6,691,000 IN PRINCIPAL AMOUNT

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (with not less than a majority of the full membership thereof affirmatively concurring) AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township of West Orange, in the County of Essex, New Jersey (the "Township") authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of General Improvement Bonds in the principal amount of $6,691,000.

Section 2. The principal amount of Bonds authorized by each bond ordinance to be combined into a single issue as above provided and the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

AMOUNT TO BE ISSUED	BOND ORDINANCE NUMBER	DESCRIPTION OF IMPROVEMENT AND DATE OF ADOPTION OF BOND ORDINANCE	PERIOD OF USEFULNESS

AMOUNT TO BE ISSUED	BOND ORDINANCE NUMBER	DESCRIPTION OF IMPROVEMENT AND DATE OF ADOPTION OF BOND ORDINANCE	PERIOD OF USEFULNESS
$357,000	2474-16	Parking improvements at Gregory School, finally adopted 2/9/2016 (10 years)	10 years
$5,527,000	2475-16, as amended by 2492-16	Various capital improvements, finally adopted 2/9/2016, as amended 10/6/2016 (12.55 years)	12.55 years
$807,000	2487-16	Various capital improvements, finally adopted 6/28/2016 (12.65 years)	12.65 years

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 12.42 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and

now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

110-20

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on April 28, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2020.

_____
Karen J. Carnevale, Clerk

[SEAL]

TENTATIVE TIMETABLE FOR THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY $6,691,000 General Improvement Bonds Book-Entry-Only; Callable; Bank Qualified	
At the beginning of bond sale planning	NW Financial Group, LLC (the "Municipal Advisor") to review compliance as to Secondary Market Disclosure
April 28, 2020	At a regular meeting of the Township Council (i) adopt resolution providing for the combination of General Improvement Bonds into a single issue; and (ii) adopt resolution authorizing form and sale of the General Improvement Bonds
Week of May 25, 2020	McManimon, Scotland & Baumann, LLC ("Bond Counsel") to prepare and circulate draft of Preliminary Official Statement for review by working group
Week of June 1, 2020	Municipal Advisor to apply for rating
June 16, 2020	Bond Counsel to arrange for publication of Notice of Bond Sale in the local newspaper
June 16, 2020	Bond Counsel to arrange for publication of Summary Notice of Sale in The Bond Buyer and in the Bond Buyer Online
On or about June 16, 2020	Bond Counsel to post Preliminary Official Statement and Notice of Sale on www.mcelweequinn.com
June 23, 2020	Republications, respectively, if necessary
June 25, 2020	Municipal Advisor to confirm assignment of rating with rating agency
June 30, 2020	Bond Sale at 11:00 a.m. via Parity
Following bond sale	Bond Counsel to send out closing documents for signature
July 1, 2020	Bond Counsel to provide draft of final Official Statement for distribution to the working group including underwriter
No later than July 7, 2020	Final comments from the working group as to the final Official Statement

No later than July 9, 2020	Distribute Final Official Statement
No later than July 21, 2020	All executed closing documents and bond signature pages returned to Bond Counsel
No later than July 22, 2020	Bond Counsel to deliver Bonds to The Depository Trust Company
July 23, 2020	Bond closing no later than noon via telephone
July 24, 2020	$6,691,906 Bond Anticipation Note matures
Following closing	Bond Counsel to deliver closing transcripts to working group
Terms:	Date of Bonds: Date of Delivery 7 year par call Multiple rates DTC only Parity Interest Payment Dates: January 15 and July 15 in each year commencing January 15, 2021 First Principal Payment: July 15, 2020

111-20

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF $6,691,000 GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY AND PROVIDING FOR THEIR SALE

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (with not less than a majority of the full membership thereof affirmatively concurring) AS FOLLOWS:

Section 1. The $6,691,000 General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey (the "Township") referred to and described in the resolution adopted by the Township Council pursuant to the Local Bond Law of the State of New Jersey on April 28, 2020 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue of Bonds Aggregating $6,691,000 in Principal Amount" shall be issued as "General Improvement Bonds" (the "Bonds"). The Bonds shall mature in the principal amounts on July 15 in each of the years follows:

Year	Principal Amount	Year	Principal Amount
2021	$500,000	2027	$560,000
2022	$510,000	2028	$575,000
2023	$520,000	2029	$585,000
2024	$530,000	2030	$595,000
2025	$540,000	2031	$610,000
2026	$550,000	2032	$616,000

The Bonds are subject to redemption prior to their stated maturities in accordance with the Notice of Sale authorized herein. The Bonds shall be twelve in number, with one certificate being issued for each year of maturity and shall be numbered R-1 to R-12, inclusive.

Section 2. The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any integral multiple of $5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of $5,000 shall be in denominations of $1,000 or any multiple thereof through book-entries made on the books and records of The Depository Trust Company and its participants.

The Bonds will bear interest payable semiannually on the fifteenth day of January and July in each year until maturity or earlier redemption, commencing on January 15, 2021, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale authorized herein.

The principal of and the interest on the Bonds will be paid to the securities depository by the Township or a duly authorized paying agent on the respective maturity dates and due dates

and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding January 1 and July 1 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signature of the Mayor of the Township under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the Township. The following matters are hereby determined with respect to the Bonds:

Date of Bonds:	Date of Delivery
Interest Payment Dates:	Each January 15 and July 15 until maturity or earlier redemption, commencing on January 15, 2021

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to deliver and to market the Bonds in accordance with the requirements of The Depository Trust Company and the final terms of sale:

SAMPLE BOND FORM FOR INFORMATION
<u>ONLY – DO NOT COMPLETE OR SIGN</u>

REGISTERED
NUMBER R-_____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX

GENERAL IMPROVEMENT BOND

DATED DATE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
__/__/2020	07/15/20__	_____%	___ _____

The TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY (the "Township") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of _____ DOLLARS ($_____), and to pay interest on such sum from the Dated Date of this bond at the Rate of Interest Per Annum specified above semiannually on the fifteenth day of January and July in each year until maturity or earlier redemption, commencing on January 15, 2021. Interest on this bond will be paid to the Securities Depository by the Township or a duly appointed paying agent and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the January 1 and July 1 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township, will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bonds of this issue maturing prior to July 15, 2028 are not subject to redemption prior to their stated maturities. The bonds of this issue maturing on or after July 15, 2028 are redeemable at the option of the Board in whole or in part on any date on or after July 15, 2027 upon notice as required herein at par, plus in each case unpaid accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Board or a duly appointed bond registrar. However, as long as DTC (or any successor thereto) acts as Securities Depository for the bonds, notice of redemption may be sent to such Securities Depository by email or as otherwise permitted by the Securities Depository regulations. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings. If the Board determines to redeem a portion of the bonds prior to maturity, the bonds to be redeemed shall be selected by the Board. The bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If notice of redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price, together with unpaid accrued interest to the date fixed for redemption. Interest shall cease to accrue on the bonds after the date fixed for redemption. Payment shall be made upon surrender of the bonds redeemed.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Township Council adopted April 28, 2020 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue of Bonds Aggregating $6,691,000 in Principal Amount," and the various bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such constitution or statutes.

IN WITNESS WHEREOF, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY has caused this bond to be executed in its name by the manual or facsimile signature of its Mayor and Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Clerk, and this bond to be dated the Dated Date as specified above.

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

[TOWNSHIP SEAL]

ATTEST:

By:_____
Robert D. Parisi, Mayor

By:_____ By:_____
Karen J. Carnevale, R.M.C. John O. Gross, Chief Financial Officer

[END OF SAMPLE BOND FORM]

Section 4. The Bonds shall be sold on June 30, 2020 via the "PARITY Electronic Bid System" (PARITY) upon the terms and the conditions set forth in and described in the Full

Notice of Sale authorized below and set forth in Exhibit A attached hereto (the "Full Notice of Sale"). The Full Notice of Sale shall be posted in full in *The Bond Buyer Online*. The Township Clerk is hereby directed to arrange for the publication of the Short Notice of Sale authorized below and set forth in Exhibit B attached hereto (the "Short Notice of Sale") and the Summary Notice of Sale authorized below and set forth in Exhibit C (the "Summary Notice of Sale"). The Notices of Sale shall be posted and published as required by law not less than seven days prior to the date of sale. The full Notice of Sale shall be substantially in the form attached hereto as Exhibit A, the Short Notice of Sale shall be substantially in the form attached hereto as Exhibit B and the Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit C, each with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company and PARITY and as may be suggested by Bond Counsel. The Short Notice of Sale shall be published in the Township's local newspaper, and the Summary Notice of Sale shall be published in the *Bond Buyer*, a financial newspaper published and circulating in the City of New York, New York, and in *The Bond Buyer Online*.

Section 5. The Township hereby designates the Chief Financial Officer as the officer to sell and to award the Bonds and to act on behalf of the Township in accordance with the Notices of Sale authorized herein, and the Chief Financial Officer shall report in writing the results of the sale to this Township Council as required by law.

Section 6. The Bonds shall have printed thereon, or be accompanied with, a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon, Scotland & Baumann, LLC ("Bond Counsel") complete except for omission of its date.

Section 7. Bond Counsel is authorized to arrange for the printing of the Bonds, and NW Financial Group, LLC (the "Municipal Advisor") or Bond Counsel are authorized to arrange for the printing of the Official Statement to be prepared in connection with the sale of the Bonds and to arrange for the distribution of the preliminary Official Statements on behalf of the Township to those financial institutions that customarily submit bids for such Bonds. The Municipal Advisor, PKF O'Connor Davies, LLP, the Township's auditor, and Bond Counsel are authorized to prepare the Official Statement necessary in connection with the issuance of the Bonds, and the Mayor and/or the Chief Financial Officer of the Township is authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or by the Mayor of the Township. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds. The Municipal Advisor is further authorized to arrange on behalf of the Township for a rating on the Bonds from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, and/or Moody's Investors Service.

Section 8. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 9. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds that were previously issued in book-entry form shall be converted to registered bonds (the "Registered Bonds") in denominations of $5,000 or any integral multiple of $5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of $5,000 shall be in denominations of $1,000 or any multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 10. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) On or prior to September 30 of each fiscal year, beginning September 30, 2021 for the fiscal year ending December 31, 2020, electronically to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access ("EMMA") system or such other repository designated by the Securities and Exchange Commission to be an authorized repository for filing secondary market disclosure information, if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial

statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (1) Township indebtedness and overlapping indebtedness including a schedule of outstanding debt issued by the Township; (2) property valuation information; and (3) tax rate, levy and collection data. The audited financial statements will be prepared in accordance with modified cash accounting as mandated by the State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law;

(b) if any of the following material events occur regarding the Bonds, a timely notice not in excess of ten business days after the occurrence of the event sent to EMMA:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
(7) Modifications to rights of security holders, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the securities, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership or similar event of the Township;
(13) The consummation of a merger, consolidation, or acquisition involving the Township or the sale of all or substantially all of the assets of the Township, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect holders of the Bonds, if material;

(16) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the Township, if any such event reflects financial difficulties.

The term "Financial Obligation" as used in subparagraphs (b)(15) and (b)(16) above means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation or (iii) guarantee of (i) or (ii); provided, however, that the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

For the purposes of the event identified in subparagraph (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Township in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Township, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Township.

Notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution shall be sent in a timely manner to EMMA.

If all or any part of the Rule ceases to be in effect or is not in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the

Rule not or no longer in effect required the provision of such information, shall not or no longer be required to be provided.

The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the Township shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 11. The Chief Financial Officer is authorized to invest the proceeds of the Bonds in investment obligations or deposits as permitted in accordance with New Jersey law.

Section 12. The Chief Financial Officer is authorized to pay the costs of issuance at or after the time of closing to the various participants regarding the sale and issuance of the Bonds, including costs for the publications, preparation and printing of the Official Statement, credit rating, municipal advisory services, legal services and other miscellaneous costs of issuing the Bonds.

Section 13. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to

rebate all net investment earnings on the gross proceeds above the yield on the Bonds. The Township hereby designates the Bonds as "bank-qualified" for purposes of Section 265 of the Code.

Section 14. The Chief Financial Officer and other appropriate representatives of the Township are authorized to take all other actions on behalf of the Township necessary for the sale and the delivery of the Bonds in accordance with this resolution.

Section 15. This resolution shall take effect immediately.

****

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

CERTIFICATE

I, Karen J. Carnevale, Clerk of the Township of West Orange, in the County of Essex, New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Township duly called and held on April 28, 2020 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2020.

_____
Karen J. Carnevale, Clerk

[SEAL]

EXHIBIT A

FULL NOTICE OF SALE

(for publication on www.mcelweequinn.com and on The Bond Buyer Online's website: www.bondbuyer.com)

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY
NOTICE OF SALE
$6,691,000 GENERAL IMPROVEMENT BONDS
(BOOK-ENTRY-ONLY)
(CALLABLE)
(BANK QUALIFIED)

SUMMARY

ISSUER:	Township of West Orange, in the County of Essex, New Jersey
PAR AMOUNT:	$6,691,000
SECURITY:	General obligations of the Township
TAX EXEMPT:	Yes
RATINGS AND INSURANCE:	Rating to be Determined; Insurance at option of Winning Bidder
TYPE OF SALE:	Electronic proposals via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") (See Bidding Details Item herein)
BOND SALE AGENT:	PARITY
BID/AWARD DATE:	June 30, 2020 electronic proposals until 11:00 a.m., local time, at which time they will be publicly opened, received and announced. Award by 3:00 p.m.
DATED DATE:	Date of Delivery
DELIVERY DATE:	On or about July 23, 2020
INTEREST PAYMENT DATES:	January 15 and July 15, commencing January 15, 2021
FORM:	Book-entry-only
FIRST CALL DATE:	July 15, 2027
MINIMUM BID:	$6,691,000 (Par)
BID SECURITY:	**Good Faith Check or wire transfer in the amount of $133,820 received by the Township prior to bidding**
BASIS OF AWARD:	Net Interest Cost - Ascending Coupons Required in multiples of 1/8 or 1/20 of 1%
OFFERING STATEMENT:	Preliminary Official Statement and Notice of Sale are available from McElwee & Quinn at www.mcelweequinn.com and Notice of Sale is available at *The Bond Buyer Online* at www.bondbuyer.com

NOTICE

NOTICE IS HEREBY GIVEN that electronic proposals will be received by the Township of West Orange, in the County of Essex, New Jersey (the "Township") for the purchase of $6,691,000 original principal amount of the Township's General Improvement Bonds (the "Bonds"). **All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid System" (PARITY) prior to 11:00 a.m. New Jersey time on June 30, 2020. To bid, Bidders (as defined below) must have submitted a good faith check or a wire payable to the Township in the amount of $133,820 by no later than 10:30 a.m. on the Bid Date (see Bidding Details below).**

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format through McElwee & Quinn, L.L.C. at www.mcelweequinn.com. In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to June 30, 2020, elect to receive a photocopy of the POS in the mail by calling the Township's bond counsel, McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 to the attention of Andrea L. Kahn, Esq. (telephone no. 973-622-5171) or Terry Anderson (telephone no. 973-622-5161). All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a final official statement (the "Final Official Statement") as may be necessary.

The Township, at its expense, will make available to the Winning Bidder a reasonable number of Final Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of $6,691,000. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

All or any part of the Bonds can be insured at the option of the Bidder. The insurance premium, if any, will be paid by the Bidder.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated the date of delivery and will bear interest from such date payable semiannually on each January 15 and July 15, commencing on January 15, 2021.

Principal Amortization

The Bonds will consist of serial bonds maturing on July 15 in the years 2021 through 2032, inclusive, as set forth in the following table:

Year	Principal Amount	Year	Principal Amount
2021	$500,000	2027	$560,000
2022	$510,000	2028	$575,000
2023	$520,000	2029	$585,000
2024	$530,000	2030	$595,000
2025	$540,000	2031	$610,000
2026	$550,000	2032	$616,000

Book-Entry-Only

The Bonds will be issued in book-entry form only, initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any integral multiple of $5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of $5,000 shall be in denominations of $1,000 or any multiple thereof. Payments of principal and interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

Section 265 Qualification

The Bonds will be designated as qualified under Section 265 of the Internal Revenue Code of 1986, as amended, by the Township for an exemption from the denial of deduction for interest paid by financial institutions to purchase or to carry tax-exempt obligations.

Redemption Provisions

The Bonds of this issue maturing prior to July 15, 2028 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after July 15, 2028 are redeemable at the option of the Board in whole or in part on any date on or after July 15, 2027 upon notice as required herein at par, plus in each case unpaid accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Board or a duly appointed bond registrar. However, as long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, notice of redemption may be sent to such Securities Depository by email or as otherwise permitted by the Securities Depository regulations. Any failure of the Securities Depository to

advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings. If the Board determines to redeem a portion of the Bonds prior to maturity, the Bonds to be redeemed shall be selected by the Board. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If notice of redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price, together with unpaid accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption. Payment shall be made upon surrender of the Bonds redeemed.

Term Bond Option – Not Available

Terms of PARITY

Each electronic proposal must be submitted via PARITY. No Bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its Bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at I-Deal at (212) 404-8102. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that: The Township may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the Township and executed by a duly authorized signatory of the bidder. If a bid submitted electronically via PARITY is accepted by the Township, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the Winning Bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the bidder.

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m., Eastern Time, on the last business date prior to the Bid Date.

Once the bids are communicated electronically via PARITY to the Township, each Bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its Bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor i-Deal shall have any duty or obligation to provide or assure to any Bidder, and neither the Township nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using

PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each Bidder agrees to hold the Township harmless for any harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

(1) **BIDDERS MUST SUBMIT A GOOD FAITH CHECK OR A WIRE TRANSFER (PLEASE CONTACT THE MUNICIPAL ADVISOR FOR WIRE INSTRUCTIONS) IN THE AMOUNT OF $133,820 PAYABLE TO THE TOWNSHIP NO LATER THAN 10:30 A.M. ON THE BID DATE. HOWEVER, BIDDERS ARE ENCOURAGED TO SUBMIT CHECKS AND WIRE TRANSFERS ON THE DAY PRIOR TO THE BID DATE TO ASSURE RECEIPT OF PAYMENT BY THE TOWNSHIP. CHECKS CAN BE SENT TO THE FOLLOWING ADDRESS:**

John Gross, Chief Financial Officer
Township of West Orange
66 Main Street
West Orange, NJ 07052

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE TOWNSHIP.

UNSUCCESSFUL BIDDERS SUBMITTING THE GOOD FAITH DEPOSIT BY WIRE TRANSFER SHALL, NO LATER THAN THE CLOSE OF BUSINESS ON THE BID DATE OF THE BONDS, PROVIDE THE TOWNSHIP CHIEF FINANCIAL OFFICER IN WRITING WITH WIRING INSTRUCTIONS FOR THE RETURN OF SUCH UNSUCCESSFUL BIDDER'S GOOD FAITH DEPOSIT. IN THE EVENT THAT THE TOWNSHIP FAILS TO RETURN ANY GOOD FAITH WIRES IN A TIMELY FASHION, THE TOWNSHIP SHALL NOT BE LIABLE FOR MONETARY DAMAGES, REMEDY BEING HEREBY SPECIFICALLY LIMITED TO SPECIFIC PERFORMANCE.

(2) All Bids must be submitted via PARITY. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**

(3) All Bids for the Bonds must be submitted on an AON basis.

(4) Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than the par amount of the Bonds to be delivered plus any premium. Any premium bid shall not exceed 5% of the par amount of the Bonds. The Bonds will be awarded to the Bidder on whose bid the total loan may be made at the lowest net interest cost. Such net

interest cost shall be computed, as to each Bid, by adding to the total principal amount of Bonds bid the total interest cost to maturity in accordance with such Bid and by deduction therefrom of the amount of premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

(5) Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Definitions

"Bid"	any confirmed purchase offer received by PARITY on or before the proposal submission deadline.
"Bidder"	any firm registered and approved for participation in sale.
"Winning Bid"	any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest NIC that is acceptable to the Township.
"Net Interest Cost"	computed by adding to the total principal amount of Bonds bid for, the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any, bid or the addition thereto of the amount of discount, if any, bid. The Net Interest Cost serves as the basis for awarding the Bonds to Winning Bidder.

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest NIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 3:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the Winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the Winning Bidder by telephone, e-mail or fax.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified, treasurer's or cashier's check or a wire transfer in the amount of $133,820 payable to the order of the Township by no later than 10:30 a.m. on the Bid Date is required for each Bid to be considered. Wire instructions can be obtained by contacting the Township's Municipal Advisor, Timothy S. Eismeier of NW Financial Group, LLC, at (201) 656-0115, and such wire must be received and confirmed by the Township prior to the time for bids to be submitted. If a check is used, it must be a certified, treasurer's or cashier's check and must be provided to the Township no later than by 10:30 a.m. on the Bid Date. Each Bidder accepts responsibility for delivering such check or wire transfer on time, and the

Township is not responsible for any check or wire transfer that is not received on time. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted bid, the Deposit will be retained by the Township. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 3:00 p.m. of the day of receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Township on the Delivery Date.

Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Information Required from the Winning Bidder

By making a bid for the Bonds, the Winning Bidder agrees: (a) to provide to the Township, in writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the bid, which shall include the purchase price, reoffering yield(s), and other related information necessary for completion of the Final Official Statement or by Bond Counsel; (b) to disseminate to all members of the underwriting syndicate copies of the Final Official Statement; (c) to promptly file a copy of the final Official Statement with each nationally recognized Municipal Securities Information Repository; and (d) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to alternate purchasers.

Establishment of Issue Price for the Bonds

In the event the Township receives at least three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the reasonably expected initial offering prices of the Bonds as of the Sale Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Bonds used by the winning bidder in formulating its bid to purchase the Bonds. The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, the Expected Offering Prices as of the Sale Date.

In the event the Township receives fewer than three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the following method as selected by the winning bidder on the Sale Date:

10% Sold: The Issue Price for the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the winning bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the winning bidder shall (i) provide to the Township, in writing, on the Delivery Date, the Expected Offering Prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of the first price at which at least 10% of

each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public.

Hold The Price: The Issue Price for the Bonds shall be established based on the initial offering price of the Bonds to the Public as of the Sale Date, provided that the winning bidder shall, in writing, (i) confirm that the Underwriters have offered or will offer the Bonds to the public on or before the Sale Date at the offering price or prices set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell the Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriters have sold at least 10% of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The term "related party" generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

Delivery of the Bonds

The Bonds will be delivered on or about July 23, 2020 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit) in federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any manner questioning the proceedings and authorization under which the Bonds are issued or affecting the validity of the Bonds and (2) a certificate signed by the Mayor and the Chief Financial Officer relating to the Official Statement.

CUSIP Numbers

The Municipal Advisor will apply for CUSIP numbers with respect to the Bonds, but the Township will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Winning Bidder.

Legal Opinion

The approving opinion of Bond Counsel will be furnished without cost to the Winning Bidder.

Postponement

The Township reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 11:00 A.M. ON THE DAY BEFORE THE SALE**. If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date, not later than 60 days from the advertised date of sale, will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the Bid Date and except for the changes announced on *The Bond Buyer Online* at www.bondbuyer.com at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. The Notice of Sale and the POS may be viewed on www.mcelweequinn.com. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Notice of Sale may be obtained from Bond Counsel at the address and the phone number stated above. For additional information relating to the sale please contact PARITY at I-Deal at (212) 404-8102. Additional information relating to the financing of the Township can be obtained by contacting the Municipal Advisor.

. Township of West Orange, in the County of Essex, New Jersey

By: John Gross
Chief Financial Officer

Dated: April 28, 2020

EXHIBIT B

SHORT FORM OF NOTICE OF SALE

(for publication in the Township's local newspaper)

NOTICE OF SALE

$6,691,000 GENERAL IMPROVEMENT BONDS

(BOOK-ENTRY-ONLY)
(CALLABLE)
(BANK QUALIFIED)

NOTICE IS HEREBY GIVEN that electronic proposals will be received by Township of West Orange, in the County of Essex, New Jersey (the "Township") for the purchase of $6,691,000 original principal amount of the Township's General Improvement Bonds (the "Bonds"). **All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid System" (PARITY) prior to 11:00 a.m. New Jersey time on June 30, 2020. To bid, Bidders (as defined below) must have submitted a good faith check or a wire payable to the Township in the amount of $133,820 by no later than 10:30 a.m. on the Bid Date (see Bidding Details below).**

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.mcelweequinn.com. In addition, broker-dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to June 30, 2020, elect to receive a photocopy of the POS in the mail by calling the Township's bond counsel, McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 to the attention of Andrea L. Kahn, Esq. (telephone no. 973-622-5171) or Terry Anderson (telephone no. 973-622-5161). All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a final official statement (the "Final Official Statement") as may be necessary.

The Township, at its expense, will make available to the Winning Bidder a reasonable number of Final Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of $6,691,000. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

All or any part of the Bonds can be insured at the option of the Bidder. The insurance premium, if any, will be paid by the Bidder.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated the date of delivery and will bear interest from such date payable semiannually on each January 15 and July 15, commencing on January 15, 2021.

Principal Amortization

The Bonds will consist of serial bonds maturing on July 15 in the years 2021 through 2032, inclusive, as set forth in the following table:

Year	Principal Amount	Year	Principal Amount
2021	$500,000	2027	$560,000
2022	$510,000	2028	$575,000
2023	$520,000	2029	$585,000
2024	$530,000	2030	$595,000
2025	$540,000	2031	$610,000
2026	$550,000	2032	$616,000

Book-Entry-Only

The Bonds will be issued in book-entry form only, initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any integral multiple of $5,000 except that those Bonds in excess of the largest principal amount not equaling a multiple of $5,000 shall be in denominations of $1,000 or any multiple thereof. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

Section 265 Qualification

The Bonds will be designated as qualified under Section 265 of the Internal Revenue Code of 1986, as amended, by the Township for an exemption from the denial of deduction for interest paid by financial institutions to purchase or to carry tax-exempt obligations.

Redemption Provisions

The Bonds of this issue maturing prior to July 15, 2028 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after July 15, 2028 are redeemable at the option of the Board in whole or in part on any date on or after July 15, 2027 upon notice as required herein at par, plus in each case unpaid accrued interest to the date fixed for redemption.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the Bonds not less than thirty (30) days nor more than sixty

(60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Board or a duly appointed bond registrar. However, as long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, notice of redemption may be sent to such Securities Depository by email or as otherwise permitted by the Securities Depository regulations. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings. If the Board determines to redeem a portion of the Bonds prior to maturity, the Bonds to be redeemed shall be selected by the Board. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If notice of redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price, together with unpaid accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption. Payment shall be made upon surrender of the Bonds redeemed.

Term Bond Option – Not Available

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest NIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 3:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds, and the rate or rates named must be multiples of 1/8 or 1/20 of 1%. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the purchase price, which must be not less than $6,691,000 plus any premium. Any premium bid shall not exceed 5% of the par amount of the Bonds. Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost. Such net interest cost shall be computed as to each bid by adding to the total principal amount of Bonds bid for the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

If two (2) bids are submitted in the auction by the same or two or more different bidders and result in the same NIC, the first confirmed bid received by Parity prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in NIC.

Terms of PARITY

Each electronic proposal must be submitted via PARITY. No Bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its Bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at I-Deal at (212) 404-8102. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that: The Township may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as though the same information were submitted on the official "Proposal for Bonds" provided by the Township and executed by a duly authorized signatory of the bidder. If a bid submitted electronically via PARITY is accepted by the Township, the terms of the official "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the Winning Bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the bidder.

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m., Eastern Time, on the last business date prior to the Bid Date.

Once the bids are communicated electronically via PARITY to the Township, each Bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds," whether electronically or sealed, the time as maintained on PARITY shall constitute the official time.

Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its Bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor i-Deal shall have any duty or obligation to provide or assure to any Bidder, and neither the Township nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each Bidder agrees to hold the Township harmless for any harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified, treasurer's or cashier's check or a wire transfer in the amount of $133,820 payable to the order of the Township by no later than 10:30 a.m. on the Bid Date is required for each Bid to be considered. Wire instructions can be obtained by contacting the Township's Municipal Advisor, Timothy S. Eismeier of NW Financial Group, LLC, at (201) 656-0115, and such wire must be received and confirmed by the Township prior to the time for bids to be submitted. If a check is used, it must be a certified, treasurer's or cashier's check and must be provided to the Township no later than by 10:30 a.m. on the Bid Date.

Each Bidder accepts responsibility for delivering such check or wire transfer on time, and the Township is not responsible for any check or wire transfer that is not received on time. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted bid, the Deposit will be retained by the Township. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 3:00 p.m. of the day of receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Township on the Delivery Date.

Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Information Required from the Winning Bidder

By making a bid for the Bonds, the Winning Bidder agrees: (a) to provide to the Township, in writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the bid, which shall include the purchase price, reoffering yield(s), and other related information necessary for completion of the final Official Statement or by Bond Counsel; (b) to disseminate to all members of the underwriting syndicate copies of the Official Statement; (c) to promptly file a copy of the final Official Statement with each nationally recognized Municipal Securities Information Repository; and (d) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to alternate purchasers.

Establishment of Issue Price for the Bonds

In the event the Township receives at least three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the reasonably expected initial offering prices of the Bonds as of the Sale Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Bonds used by the winning bidder in formulating its bid to purchase the Bonds. The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, the Expected Offering Prices as of the Sale Date.

In the event the Township receives fewer than three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the following method as selected by the winning bidder on the Sale Date:

10% Sold: The Issue Price for the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the winning bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the winning bidder shall (i) provide to the Township, in writing, on the Delivery Date, the Expected Offering Prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of the first price at which at least 10% of

each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public.

Hold The Price: The Issue Price for the Bonds shall be established based on the initial offering price of the Bonds to the Public as of the Sale Date, provided that the winning bidder shall, in writing, (i) confirm that the Underwriters have offered or will offer the Bonds to the public on or before the Sale Date at the offering price or prices set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell the Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriters have sold at least 10% of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The term "related party" generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

Delivery of the Bonds

The Bonds will be delivered on or about July 23, 2020 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit) in federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any manner questioning the proceedings and authorization under which the Bonds are issued or affecting the validity of the Bonds and (2) a certificate signed by the Mayor and the Chief Financial Officer relating to the Official Statement.

CUSIP Numbers

The Municipal Advisor will apply for CUSIP numbers with respect to the Bonds, but the Township will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the winning Bidder.

Legal Opinion

The approving opinion of Bond Counsel will be furnished without cost to the Winning Bidder.

Postponement

The Township reserves the right to postpone, upon not less than 24 hours' notice, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED OR POSTED BEFORE 11:00 A.M. ON THE DAY BEFORE THE SALE**. If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date, not later than 60 days from the advertised sale date, will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on the Bond Buyer Online at www.bondbuyer.com at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. The Notice of Sale and the POS may be viewed on www.mcelweequinn.com. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Notice of Sale may be obtained from Bond Counsel at the address and the phone numbers stated above. For additional information relating to the sale please contact PARITY at I-Deal at (212) 404-8102. Additional information relating to the financing of the Township can be obtained by contacting the Municipal Advisor.

Township of West Orange, in the County of Essex, New Jersey

By: John Gross
Chief Financial Officer

Dated: April 28, 2020

EXHIBIT C

SUMMARY FORM OF NOTICE OF SALE

(For publication in the *Bond Buyer* and in *The Bond Buyer Online*)

SUMMARY NOTICE OF SALE

$6,691,000 GENERAL IMPROVEMENT BONDS

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY
(Book-Entry-Only)
(Callable)
(Bank Qualified)

SUMMARY

Dated Date: Date of Delivery (expected to be July 23, 2020)

Bid Date: Electronic proposals will be received via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") on **June 30, 2020** until 11:00 a.m. Award by 3:00 p.m.

Type of Sale: PARITY

Interest: Multiple Interest Rates- ascending in multiples of 1/8 or 1/20 of 1%

Maturity Schedule: The Bonds will consist of serial bonds maturing on July 15 in the years 2020 through 2032, inclusive, as set forth in the following table:

Year	Principal Amount	Year	Principal Amount
2021	$500,000	2027	$560,000
2022	$510,000	2028	$575,000
2023	$520,000	2029	$585,000
2024	$530,000	2030	$595,000
2025	$540,000	2031	$610,000
2026	$550,000	2032	$616,000

Legal Opinion: McManimon, Scotland & Baumann, LLC, Roseland, NJ

Bid Security: **Good Faith Check or wire must be received by Township by 10:30 a.m. prior to bidding in the amount of $133,820**

Preliminary Official Statement, a Notice of Sale and other details available at www.mcelweequinn.com

2602-20

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1, HANDICAPPED PARKING ON STREETS AND 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 7-32.1, Handicapped Parking on Streets, 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):**

Name of Street	Side	No. of Spaces	Location
Watchung Avenue	**East**	**1**	**Beginning 35 feet south of the southerly curbline of Ridge Avenue extended to the easterly curbline of Watchung Avenue and extending 20 feet south.**
Ridge Avenue	**North**	**1**	**Beginning 35 feet west of the westerly curbline of Watchung Avenue extended and extending 20 feet west.**
Shelley Terrace	**South**	**1**	**Beginning 154 feet east of the easterly curbline of Garfield Avenue extended to the southerly curbline of Shelley Terrace and extending 20 feet east.**

Section 2. 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
115 Watson Avenue	**1**	**Beginning 98 feet north of the northerly curbline of Ridge Avenue extended, and extending 18 feet north.**
67 Harrison Avenue	**1**	**Beginning 150 feet southwest of the southwesterly curbline of Elm Street and extending 20 feet southwest.**
221 Watchung Avenue	**1**	**Beginning 301 feet south of the southerly curbline of Washington Street extended, and extending 20 feet south.**
16 Dean Street	**1**	**Beginning 220 feet north of the northerly curbline of Joyce Street extended, and extending 20 feet north.**

Section 3. 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 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. 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

Michelle Casalino, Council President

Introduced: April 14, 2020

Adopted: April 28, 2020

2602-20

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside near the Watchung Avenue and Ridge Avenue intersection, opposite 4 Shelley Terrace and at 115 Watson Avenue, 67 Harrison Avenue, 221 Watchung Avenue, and 16 Dean Street.

By adopting this Ordinance, the Township will establish two handicapped parking stalls adjacent to the Watchung Avenue and Ridge Avenue intersection and one handicapped parking stall opposite 4 Shelley Terrace for non-exclusive use of residents who cannot have a dedicated stall in front of their homes. Such parking stalls are permissible under the laws of New Jersey, and they are designated Handicapped Parking Places.

Also established by this Ordinance are handicapped parking stalls adjacent to each of the other individual addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.

2603-20

AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 3.2 and 26.13 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (Zone Map and Conservation District)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this Ordinance is to revise the zoning designation of certain township owned lots in the "Upper Mellon Avenue" section of the Township of West Orange (the "Township") from an R-2 zoning designation and change them to an R-5 zoning designation and to remove the properties from conservation district. The change in zoning designation and removal from the conservation district is part of an overall plan to sell the properties pursuant to the Local Lands and Buildings Law so that the lots can be developed as single-family homes. Currently, the R-2 designation prevents any development of these properties, because the lots are too small to meet the 40,000 square foot requirement for construction of a one family home. The change in zoning designation would lower the square footage requirement to 10,000 square feet and the removal of these properties from the conservation district would allow for these lots to be developed as single-family homes. The change in zoning designation of these properties will also conform the zoning designations in a manner that is consistent with the surrounding properties and the residential homes built upon those surrounding properties.

II. CHAPTER 25, SECTION 3.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

25-3.2 Zone Map and Table of District Regulations.

a. District locations and boundaries are established as shown and delineated on the "Zoning District Map of the Township of West Orange," referred to as "Zoning District Map." The map is hereby declared to be part hereof and the Zone Districts so bounded and defined are hereby established. The bulk and use regulations for each district are established in the Table of District Regulations which may be found at the end of this chapter. The Zoning District Map may be found on file in the Township Offices.

   1. The "Zone District Map" of the Township of West Orange is hereby amended to remove the following lands from an R-2 District and place them in an R-5 District:

      (a) Block 175.07, Lot 7.

      (b) Block 175.07, Lot 9.

      (c) Block 175.07, Lot 11

      (d) Block 175.08, Lot 7.

      (e) Block 175.08, Lot 8.

      (f) Block 175.14, Lot 1.

(g) Block 175.14, Lot 2.

(h) Block 175.15, Lot 1.

(i) Block 175.15, Lot 2.

(j) Block 175.15, Lot 3.

b. District boundary lines follow the center lines of streets and similar rights-of-way, or lot lines, unless a specified dimension on the Zoning Map indicates otherwise.

c. In case of uncertainty as to the true location of a district boundary line, the determination shall be made by the Zoning Officer. An appeal may also be taken to the Zoning Board provided in N.J.S.A. 40:55D-70.

d. Any use not specifically permitted in a zoning district established by this chapter is hereby expressly prohibited from that district.

III. <u>CHAPTER 25, SECTION 26.13 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:</u>

25-26.13 Schedule I.

A schedule (Schedule I) is added to this chapter which lists those properties that are subject of this section and which are depicted on the Zoning Map. Where a difference exists between Schedule I and the Zoning Map, Schedule I controls.

SCHEDULE I PUBLIC LANDS WITHIN THE CONSERVATION DISTRICT

In accordance with the provisions of subsection 25-26.2 the following lands shall be designated as being within the Conservation District.

b. *Potential Public Parks and Public Recreational Areas.*

2.	Area adjacent to Route 280	172.05	2-18
		172.06	2-26
		172.08	2-22
		172.09	2-14
		172.10	18-22
		172.22	6
		174	619
		174	620
		175.04	7-13, 414-420
		175.05	1-480, 482-598
		175.06	1-6
		175.07	1-2
		175.08	1-6
		175.09	7-10

175.13	3-4
175-26	573-612
175-27	520-559
175-28	462-502
175-29	405-446

IV. 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.

V. 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.

VI. 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: March 24, 2020

Adopted: April 14, 2020

Legislative History

The purpose of this Ordinance is to adopt one of the recommendations from the 2019 Master Plan update and revise the zoning designation of certain township owned lots in the "Upper Mellon Avenue" section of the Township of West Orange (the "Township") from an R-2 zoning designation and change them to an R-5 zoning designation and to remove the properties from conservation district. The change in zoning designation and removal from the conservation district is part of an overall plan to sell the properties pursuant to the Local Lands and Buildings Law so that they lots can be developed as single-family homes. Currently, the R-2 designation prevents any development of these properties, because the lots are too small to meet the 40,000 square foot requirement for construction of a one family home. The change in zoning designation would lower the square footage requirement to 10,000 square feet and the removal of these properties from the conservation district would allow for these lots to be developed as

single-family homes. The change in zoning designation of these properties will also conform the zoning designations in a manner that is consistent with the surrounding properties and the residential homes built upon those surrounding properties.