

1. Conference Agenda Meeting

Documents:

[CA3.21.17.PDF](#)

2. Resolution(S)

2.I. Public Meeting Agenda

Documents:

[3.21.17.PDF](#)

2.II. 77-17

Documents:

[77-17 EXECUTION OF GRANT AGREEMENT WITH NJ HISTORIC
PRESERVATION OFFICE.PDF](#)
[77-17 EXHIBIT- NJ HISTORIC PRESERVATION.PDF](#)

2.III. 78-17

Documents:

[78-17 APPROVING TAX APPEAL SETTLEMENT.PDF](#)
[78-17 - EXHIBIT A-TAX APPEAL - 300 EXECUTIVE DR..PDF](#)

2.IV. 79-17

Documents:

[79-17 RAFFLE LICENSES 3.21.17.PDF](#)

2.V. 80-17

Documents:

[80-17 LONG TERM TAX ABATEMENT-TOWO AND VALLEY RD.
RESIDENTIAL URBAN RENEWAL.PDF](#)

2.VI. 81-17

Documents:

[81-17 RESOLUTION AUTHORIZING AGREEMENT-ASSOCIATED
APPRAISAL GROUP FOR APPRAISAL SERVICES - 2017.PDF](#)
[81-17 AGREEMENT - ASSOCIATED APPRAISAL GROUP FOR APPRAISAL
SERVICES - 2017.PDF](#)

2.VII. 82-17

Documents:

[82-17 RESOLUTION-REFUND LIFE CHRISTAIN CHURCH.PDF](#)
[82-17-TLCC PERMIT AND ESCROW PAYMENTS TO TOWNSHIP OF WEST ORANGE LEDGER.PDF](#)

2.VIII. 83-17

Documents:

[83-17 RESOLUTION FOR STATE CONTRACT PASCACK 2017.PDF](#)
[83-17 PASCACK DATA SERVICES EXHIBIT A.PDF](#)

2.IX. 84-17

Documents:

[84-17 TAX COURT RESOLUTION 3.21.17.PDF](#)
[84-17 ATTACHMENT - TAX COURT RESO.PDF](#)

2.X. 85-17

Documents:

[85-17 DUPLICATE PAYMENT RESOLUTION 1ST QTR 2017.PDF](#)

2.XI. 86-17

Documents:

[86-17 OVERPAYMENT RESOLUTION1ST QTR 2017.PDF](#)

2.XII. 87-17

Documents:

[87-17 AUTHORIZING AGREEMENT - MCMANIMON AND SCOTLAND FOR BOND COUNSEL - 2017.PDF](#)
[87-17 AGREEMENT-MCMANIMON AND SCOTLAND - 2017 \(002\).PDF](#)

2.XIII. 88-17

Documents:

[88-17 \(2017\) GI BONDS COMBINATION RESOLUTION.PDF](#)

2.XIV. 89-17

Documents:

[89-17 \(2017\) GO BONDS FORM AND SALE RESOLUTION \(PARITY\) \(PROSPECTUSHUB\)\(NIC\)\(NO CAP PREMIUM\).PDF](#)

2.XV. 90-17

Documents:

[90-17 EXECUTIVE SESSION 3.21.17.PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

March 21, 2017

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

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

=====

6:30 P.M

- **Mayor's Proclamation – Brain Injury Awareness Month**
- **Update-Redevelopment – Jack Sayers**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA-Revised

Township of West Orange

66 Main Street – 7:00 p.m.

March 21, 2017

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 28, 2016 and published in the West Orange Chronicle on December 8, 2016.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting March 7, 2017 and Executive Session Minutes February 21, 2017**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 77-17 Authorizing the Mayor to Accept a \$15,000. Grant from the State of NJ, Department of Environmental Protection Historic Preservation Office and to Execute the Grant Agreement for an Architectural Survey Project in the Area Within the Township Designated the “Lower Gregory Neighborhood” (Legal-Moon)
 - b. 78-17 Resolution Approving a Tax Appeal Settlement for 300 Executive Drive, West Orange, NJ, Block 155, Lot 42.01 (Legal-Trenk)
 - c. 79-17 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
 - d. 80-17 Resolution Approving the Financial Agreement Between the Township of West Orange and Valley Road Residential Urban Renewal, LLC, Pursuant to the Long Term Tax Exemption law N.J.S.A. 40A:20-1 et seq. (Legal)
 - e. 81-17 Resolution Authorizing an Agreement with Associated Appraisal Group, Inc., 6 Commerce Drive, Third Floor, Cranford, NJ to Provide Residential Appraisal Services to the

Township for the Period of March 1, 2017 through December 31, 2017 for an Amount NTE \$60,000. (Legal)

- f. 82-17 Resolution Authorizing the Township Chief Financial Officer to Refund to the Life Christian Church the Sum of \$29,347. Which Represents Certain Duplicative Permit Fees Paid as a Result of Construction and Improvement of the Property Located at 747 Northfield Avenue, West Orange (Legal)
- g. 83-17 Resolution Authorizing the Purchasing Agent to Acquire and have Installed Dell Computer Equipment from Pascack Data Services, Inc., 200 Central Ave., Suite 100, Hawthorne, New Jersey 07506, a Contracted Distributor for State Contract Vendor Dell Marketing, LP #A89967 NASPO M-0483 in the Amount of \$64,261.68 for the West Orange Police Department (Purchasing)
- h. 84-17 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
- i. 85-17 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Duplicate Payment of First Quarter 2017 Taxes (Gagliardo)
- j. 86-17 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Overpayment of Taxes Due to an Overpayment (Gagliardo)
- k. 87-17 Resolution Authorizing the Execution of a Professional Services Agreement with McManimon and Scotland for Appointment as Bond **Counsel** for the Township for 2017 (Legal-Moon)
- l. 88-17 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 \$8,850,000. In Principal Amount (Legal-Bond Counsel)
- m. 89-17 Resolution Determining the Form and Other Details of \$9,400,000. General Obligation Bonds, Series 2017, Consisting of \$8,850,000. General Improvement Bonds, Series 2017 and \$550,000. Special Assessment Bonds, Series 2017 of the Township of West Orange, In The County of Essex, New Jersey and Providing for Their Sale (Legal-Bond Counsel)
- n. 90-17 Resolution Authorizing an Executive Session for the Purpose of Discussing Affordable Housing Issues and Garden Homes (Legal-Trenk)

9. Ordinances on Second and Final Reading-None

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) applied for a \$15,000 grant from the Historic Preservation Office (the “HPC”) of the State of New Jersey, Department of Environmental Protection for an architectural survey project in the area within the Township designated the “Lower Gregory Neighborhood;” and

WHEREAS, on February 28, 2017, the Township received notice that the grant from the HPC was approved; and

WHEREAS, the HPC requires the execution of a Grant Agreement, annexed hereto as Exhibit “A” for the award of the \$15,000 grant which sets forth various conditions and requirements for utilization of the \$15,000 grant. .

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor is hereby authorized to accept the \$15,000 grant from the HPC and to execute the Grant Agreement, annexed hereto as Exhibit “A,” and any and all other required documents on behalf of the Township; and be it further

RESOLVED, that the Township Clerk is authorized to attest to the Mayor’s signature; and be it further

RESOLVED that a copy of this resolution shall be made available in the Clerk’s Office for reasonable inspection in accordance with applicable law.

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

Exhibit “A”



HE16-011
HPO Log# 16-0838
HPO-B2017-242

State of New Jersey

MAIL CODE 501-04B

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

HISTORIC PRESERVATION OFFICE

P.O. Box 420

Trenton, NJ 08625-0420

TEL. (609) 984-0176 FAX (609) 984-0578

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

BOB MARTIN

Commissioner

VIA OVERNIGHT MAIL

February 28, 2017

Robin Miller
Planning Board Secretary
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: Township of West Orange Grant Agreement

Dear Ms. Miller:

The Historic Preservation Office (HPO) has attached three (3) copies of the Grant Agreement for your architectural survey project in the Lower Gregory neighborhood. We have flagged the designated spaces for signatures by the Mayor and Chief Financial Officer. The Municipal Attorney may also sign, but that signature is optional. All signatures must be in blue ink.

An updated municipal resolution or a certification letter from the Clerk stating that the resolution submitted with your grant application is still in effect must also be submitted. A sample certification letter can be found on page 21 of the Grant Administration Manual.

Please return all three copies and the Clerk's certification letter to the HPO via overnight mail, or notify the HPO and we will pick up the agreements in person. Upon final execution, the HPO will provide the Township of West Orange with a copy of the fully executed agreement.

If you have any questions, please contact me at 609-984-0141. Thank you for your attention to this matter.

Very truly yours,

Jonathan Kinney
CLG Program Coordinator

Enclosures - 3 copies of Grant Agreement (HE16-011)

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011**

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Agreement Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | |
|--------|--|---|--|
| A. | Additional Provisions and Special Modifications | ☒ yes | ☐ no |
| A-1. | Additional Federal Funded Agreement Provisions. | ☒ yes | ☐ no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities. | ☐ yes | ☒ no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater . . | ☐ yes | ☒ no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | ☐ yes | ☒ no |
| A-4. | Community Development Block Grant (CDBG) Funded Projects | ☐ yes | ☒ no |
| A-4-A. | Non-Disclosure Agreement - CDBG Funded Projects | ☐ yes | ☒ no |
| B. | Approved Project Budget | ☒ yes | ☐ no |
| B-1. | Itemization and Justification of Budget. | ☐ yes | ☒ no |
| B-2. | Approved Advance Payment. | ☐ yes | ☒ no |
| C. | Expenditure Report | ☒ yes | ☐ no |
| D. | Scope of Services | ☒ yes | ☐ no |
| D-1. | Project Requirements. | ☒ yes | ☐ no |
| D-2. | Contractor's Proposal | ☐ yes | ☒ no |
| E. | ☒ Governing Body Resolution. . ☐ Corporate Resolution ☐ Certified Resolution . . . | ☒ yes | ☐ no |
| F. | Subcontractor Certification | ☒ yes | ☐ no |
| G. | Statement of Adequacy of Accounting System | ☒ yes | ☐ no |
| RB. | Reference Bibliography. | ☒ yes | ☐ no |

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

Federal Award Information**Federal Awarding Agency:**

Federal Award Name:

Federal Award Identification Number (FAIN):

Federal Award Date:

Total Amount of the Federal Award:

GENERAL TERMS AND CONDITIONS**I. Grant Award Data and Signatures**

Grantee's Name: (the "Grantee")	West Orange Township
Address:	66 Main Street West Orange, NJ 07052
Vendor ID #:	22-6002396
Financial Officer's - name:	John O. Gross
- Title: (the "Chief Financial Officer")	Chief Financial Officer

The State of New Jersey (The "State")	
Department of Environmental Protection (the "Department" or the "DEP")	
Granting agency's - name:	Historic Preservation Office (the Granting Agency")
- address:	Mail Code 501-04B, Historic Preservation Office, NJDEP, P.O. Box 420, Trenton, NJ 08625-0420

Source of Funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
	State General Fund	\$ 15,000.00	17-100-042-4875-371	
	Federal			
	Grantee			
	Other (i.e. bond fund, tax fund etc.)			
		\$ 15,000.00	TOTAL APPROVED PROJECT AMOUNT	

Work Period: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 10/1/2016 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of 12 months thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

PURPOSE AND AUTHORITY: Grant Project to be funded: **Intensive-Level Architectural Survey - Lower Gregory Neighborhood**

Statutory Authority for this Grant: **N.J.S.A. 13: 1D-9(r), 13:1B-15: 100et.seq., 13:1B-15.101(g)(h)(i), 13:1B-15.105, 13:1B-15.108, 13:1B-15.110**

Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

STATE AND GRANTEE APPROVAL SIGNATURES**APPROVED AS TO LEGAL FORM**

For the State: *

For the Grantee **


 (signature)

(signature)

John Kuehne

(print name)

, Deputy Attorney General

(print name), Attorney for Grantee

Date: 2/21/17

Date: _____

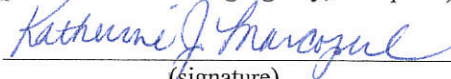
* A confidential and privileged memorandum pre-approving this agreement as to legal form ☐ has ☒ has not been provided to the Granting Agency by the Deputy Attorney General.

** Approval of this agreement by an attorney for Grantee is ☐ mandatory ☒ optional.

APPROVAL OF GRANTING AGENCY**Historic Preservation Office**

(print name of Granting Agency; all capitals)

By:


 (signature)
Katherine J. Marcopul

(print name)

Adminstrator

(print title)

Date: 1/13/2017**EXECUTION SIGNATURES**

the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

West Orange Township

(print Grantee's name; all capitals)

By: _____
(signature)**Robert D. Parisi**

(Print name)

Mayor

(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By: _____
(signature)**Rich Boornazian**

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____



II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Grantee agrees to comply with it. The Grantee warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Grantee further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Grantee agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this agreement, the Grantee agrees as follows:
 1. The Grantee shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
 3. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency grant officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Grantee shall include these same provisions in any subcontract for work in furtherance of this agreement.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Grantee represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Grantee represents and warrants:
 1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- F. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Grantee warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 - 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx>, and
 - 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
 - \$1,000,000 Bodily Injury, Each Occurrence
 - \$1,000,000 Disease Each Employee
 - \$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive

examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

V. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- C. The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any agreement only those funds which have been appropriated and are available during the State fiscal year in which the agreement is executed. For any agreement which will be completed during that fiscal year, the State's grant amount will be fully encumbered and committed. However, for any agreement, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full grant amount and the full funding of the agreement may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this agreement is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

- A. Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Grantee upon receipt by the Department of a properly executed copy of this agreement, signed by an appropriate officer of the Grantee organization, together with a properly executed invoice form.
 2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
 3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the grant will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this agreement, Grant Closeout Procedures.
 4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
 5. Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- B. If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Grantee from grant-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of grant funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Grantee's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Grantee cannot comply with the requirements established in this Section XII, Financial Management System.

- A. Grantee financial management system shall provide for:
1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Grantee's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 5. accounting records that are supported by source documentation,
 6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
 7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each agreement task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Grantee shall submit a final report on its overall performance of this agreement, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

XIV. Monitoring Performance

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 - 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods, and
 - 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 - 1. review project accomplishments and management control systems,
 - 2. audit the financial records pertaining to this agreement, and
 - 3. provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of \$750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$750,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.
- C. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment; Section XVIII of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required in Section VIII of Attachment A, Additional Provisions and Special Modifications.
- E. Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XVI. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Grantee consents to, any amendment to the scope of the services to be performed by the Grantee, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 1. the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The Grant Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed substitutions to the personnel and/or subcontractors identified and approved for this agreement. The Grantee must submit a written request to the Department which includes:
 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

The closeout of this agreement shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the steps enumerated below.

- A. The Grantee shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Grantee.
- B. The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.

- C. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this agreement, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this agreement, Property Management Standards.
- F. The Grantee shall comply with any Federal audit or closeout procedures applicable to this agreement and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this agreement.
- G. The Department retains the right to request any additional information necessary to close out this agreement and may retain any final grant payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
 - 1. Termination - The "termination" of this agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the agreement tasks by the Grantee. Work should stop unless the Grantee wants to continue at its own expense.
 - 2. Expiration Date - The "expiration date" of this agreement is the agreed upon date at which time the term of this agreement automatically ends absent a formal written amendment agreement executed by the parties. The expiration date of this agreement shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 - 3. Suspension - The "suspension" of this agreement means a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision to terminate the agreement by the Department. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set for herein, the Department may upon notice to the Grantee suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate this agreement in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200 appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set forth therein. The Department shall promptly notify the Grantee, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Grantee and the Grantee shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Grantee to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this agreement, Closeout Procedures, shall apply in all cases of termination of this agreement.

XIX. Access to Records

- A. The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 - 1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.
- C. If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above \$100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Grantee's proposal; and (3) the Grantee's proposal (d-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of the agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- E. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- F. Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- H. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- K. Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- L. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown in Section I, Grant Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011**

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the agreement between **West Orange Township** and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this agreement, Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- ☒ insurance
☐ self-insurance
☐ not required

2. automobile liability

- ☒ insurance
☐ self-insurance
☐ not required

3. worker's compensation

- ☒ insurance
☐ self-insurance
☐ not required

4. employer's liability

- ☒ insurance
☐ self-insurance
☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ are on file with the Department.
☐ will be forthcoming within 30 days after the effective date of this agreement.
☒ other (explain) On file with the Grantee

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the agreement (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures) is

- ☒ fully funded.
☐ partially funded in the amount of \$_____
☐ not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this agreement, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
☐ authorized for \$
☒ not applicable.
- B. Progress payments
☐ shall be made on a (e.g. mo./qtr./deliverable) basis for \$ per payment.
☐ shall be based on actual expenditures submitted on a (e.g. mo./qtr.) basis accompanied by receipts.
☒ shall be made on submission of deliverables in accordance with the project specifications and requirements.
☐ are not applicable.
- C. Final payment of (amount or description)
☒ shall be withheld pending receipt of all final reports.
☐ is not applicable.
☐ (other, specify)

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this agreement, Matching and Cost Sharing Requirements.)

- ☐ The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
☒ Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this agreement, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this agreement shall be
☒ paid to the Department.
☐ retained by the Grantee.
☐ not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this agreement, Project Income, shall be
☐ added to funds committed to the project by the Department and used to further eligible project objectives.
☐ deducted from the total project costs for the purpose of determining the net costs on which the Department shall base grant payments.
☒ paid to the Department.
☐ retained by the Grantee.
☐ not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this agreement, Financial Management System.)

- A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this agreement, Financial Management System,
☐ must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
☒ is not required.
- B. Financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on
☐ a cash basis.
☒ an accrual basis.
☐ modified accrual basis.
☐ (other, specify)

VII. Financial and Performance Reporting (See Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
☐ on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the period.
☒ (other, specify) in accordance with the Attachment D, Schedule, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a periodic (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Grantee no later than 30 days after the Grantee's completion of all agreement tasks, the expiration date of this agreement, or the termination of this agreement, whichever first occurs.

VIII. Audit Requirements (See Section XV of the General Terms and Conditions of this agreement, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 15-08-OMB,
☒ this agreement is subject to a single audit and will be audited as such on Grantee's fiscal year.
☐ this agreement is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this agreement is not subject to a single audit under paragraph A above,
☐ the agreement shall otherwise be audited at the end of the work period.
☐ the agreement may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this agreement is audited under paragraph B above, the audit shall be conducted by
☐ State auditors.
☐ Department internal auditors.
☐ a CPA firm appointed by Department.
☐ a CPA firm chosen by the Grantee.
☐ (other, specify)
- D. The Department's records show the Grantee's fiscal year ends on 12/31. The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

IX. Agreement Amendment (See Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) Jonathan Kinney, (title) Senior Historic Preservation Specialist or the successor to that position (the "Grant Officer").

X. Authorizations and Disclosures (See Section XXI of the General Terms and Conditions of this agreement, Approvals and Authorizations.)

- A. The Grantee is
☒ a local government agency.
☐ a New Jersey corporation.
☐ an out-of-state corporation.
☐ (other, specify).
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is
☒ a governing body resolution.
☐ a corporate resolution.
☐ a certified resolution.
☐ no resolution.

C. A Grantee's Stockholder Disclosure Statement is

- ☐ submitted herewith.
☒ not applicable.

D. A certificate of authority for Grantee to do business in New Jersey

- ☐ will be submitted.
☒ is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this agreement, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- ☐ may be retained by the Grantee for documented purposes under this agreement.
☐ shall be remitted to the Department on a quarterly basis.
☒ will not exist because no advance payment is authorized.
☐ (other, explain)

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- ☐ This Section XII does not contain modifications to the General Terms and Conditions of this agreement.
☒ This Section XII does contain modifications to the General Terms and Conditions of this agreement. Attachment A comprises 9 pages.

• see attached modifications 19.5-9

Grant Identifier: HE16-011
West Orange Township, Intensive-Level Architectural Survey

XII. Modifications to General Terms and Conditions

- A. Special Availability of Funds: Notwithstanding anything to the contrary in Section VI of the General Terms and Conditions of this Agreement, Grantee may charge to the project only costs incurred during the period defined in the Attachment D, Schedule. Administrative and all project costs must be documented in accordance with the Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants (hereinafter referred to as the Guidelines) and must be in compliance with the budget contained in Attachment B.
- B. Special Method of Payment Conditions: Notwithstanding anything to the contrary in section IX of the General Terms and Conditions of this Contract the Grantee shall be entitled to reimbursement for eligible costs in accordance with the regulations policies and procedures of the National Park Service in the Department of the Interior, the Office of Management and Budget, the General Services Administration, and the Historic Preservation Office (HPO) in the New Jersey Department of Environmental Protection. The Grantee will pay all salaries and expenses and submit to the Department appropriate documentation as per the above mentioned Guidelines to substantiate and certify all costs incurred. The Grantee shall be entitled to reimbursement for up to one hundred percent (100%) of eligible and appropriately documented costs, however, compensation shall not exceed the authorized grant award. The Grantee must submit appropriate documentation for payment of expenses, in accordance with the budget outlined in Attachment B, not more than three (3) times during the period of the agreement.
- C. Special Limitations on Use of Funds: Grant funds must be used only for allowable costs as defined in the project budget contained in Attachment B, Administrative and Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants, and NPS-49.
- D. Final Disposition of Materials: Notwithstanding anything to the contrary in the General Terms and Conditions of this agreement, the Grantee shall, at the conclusion of the project, submit to the Department all work products and materials resulting from the project undertaken pursuant to this agreement. These work products shall include, but not be limited to, all photographic negatives and prints, completed survey forms, maps, and final reports. Except as otherwise provided by the General Terms and Conditions of this agreement, the Grantee is free to copyright any survey or planning materials developed in the course of this project. However, the State and Federal agencies reserve hereby a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for public information and governmental purposes. This provision shall not be construed to allow any person performing services pursuant to the terms of this agreement to copyright materials resulting from the survey or planning work described herein except in the name and on behalf of the Grantee. Any publication including audio visual materials generated by the project shall acknowledge that information contained therein was made possible by a grant-in-aid from the U.S. Department of the Interior, National Park Service administered by the Historic Preservation Office, Department of Environmental Protection in accordance with Attachment D-1.
- E. Budget Revision and Modification: Notwithstanding anything to the contrary in Section XVI of the General Terms and Conditions and Attachment A, Section IX of this agreement, the Grantee shall request, in writing, the approval of the Administrator or Grant Officer designated in

Attachment A, Section IX when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, program income, key personnel, timing of the project or obtaining the services of a third party to perform activities which are central to the purpose of the awards.
2. The need for additional funding or to extend the period of availability of funds.
3. Revisions to the approved budget categories exceeding ten percent (10%) required prior written approval from the Department. The Department reserves the right to reject any direct costs in excess of ten percent (10%) of the budget figures specified in Attachment B of this agreement which have not been approved thirty (30) days prior to the grant end date.

- F. Requirements As To Time: Notwithstanding anything to the contrary in Section XVIII of the General Terms and Conditions or any other parts of this agreement, time is of the essence with respect to the deadlines established within this agreement. Actions and conduct on the part of the Grantee contrary to the deadlines shall allow the Department to exercise its rights under termination and suspension therein, except that the notice requirement therein shall be reduced to ten (10) days rather than the thirty (30) days stated.

Therefore, if the Grantee fails to submit project initiating documentation which is acceptable to the Department or fails to begin or complete the project within the time periods specified in this agreement, or fails to meet interim payment and reporting schedules, then any such failure shall be considered good cause for termination of this agreement. In such event, all finished and unfinished documents, data, studies, and reports prepared by the Grantee under this agreement shall, at the option of the Department, become the Department's property and the Grantee shall be entitled to reimbursement in accordance with Section IX of the General Terms and Conditions of this agreement for any satisfactory work completed. Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the agreement. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

- G. Subcontractor Certification: Notwithstanding anything to the contrary in Section V of the General Terms and Conditions or in Attachment F of this agreement, the Grantee hereby agrees to include the Subcontractor Certification (Attachment F) as part of any contract executed with any and all subcontractors or consultants and submit the entire contract including signed Subcontractor Certification, and the support documentation outlined in Attachment D-1 to the HPO for review and written approval before proceeding in conformance with Section V of the General Terms and Conditions of this agreement.
- H. Lobbying With Appropriated Funds: Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by an enactment of Congress, shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation of appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the

Congress, commonly referred to as "lobbying" are unallowable as charges to National Park Service assisted grants.

- I. **Discrimination:** The Grantee shall not discriminate against any employee engaged in the work required to produce the services covered by this agreement, or against any applicant for such employment because of age, race, creed, color, national origin, ancestry, sex, marital status or physical handicap and will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their age, race, creed, color, national origin, ancestry, sex, marital status or physical handicap. This provision shall include but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and the selection for training including apprenticeship. The Grantee shall insert a similar provision in all subcontracts. The parties to this agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them to negligence, fault, or default of the Grantee. The Grantee's liability under this Agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from any act occurring prior to termination. Grantee shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or nation or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 101-6106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.O. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental of financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- J. **Debarment and Suspension:** The Grantee shall comply with Executive Order 12549 as implemented in the United States Department of the Interior regulation, 43 CFR 12.100 through 12.510, Subpart-D-Government-wide Department and Suspension (Non-procurement). Organizations and individuals suspended or barred from doing business are listed in Lists of Parties Excluded from Federal Procurement or Non-procurement Programs. The Grantee shall complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, Attachment H. A telephone inquiry answering service is available General Service Administration's (GSA's) Office of Acquisition Policy for general questions about entries in List of Parties. The number to call either during or after normal business hours is (202) 786-0688.
- K. **MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS SERVICES AND PROFESSIONAL SERVICES CONTRACTS P.L. 1975, c. 127 (N.J.A.C. 17:27)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital

status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to pose in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in area, including employment agencies, placement bureau, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

- L. Audit: The Grantee shall comply with 2 CFR Part 200. Further, the Grantee shall submit a Data Collection Form For Reporting On Audits Of States, Local Governments and Non-Profit Organizations (Form SF-SAC) and one (1) copy of the signed reporting package shall be submitted, where applicable, to the National Park Service within 30 days of the completed audit.

GRANT AGREEMENT
BETWEEN
West Orange Township

(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE16-011

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at <http://www.sam.gov>.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Attachment A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
- (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Attachment A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

- A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.
- B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

- A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.
- B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements. Further, the Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until compliance with the Endangered Species Act, 16 USC 1531, et seq., and the National Historic Preservation Act, 16 USC 470 et seq., if applicable, is completed.

VI. Eligible Workers

- A. The Grantee shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.
- B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provisions of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) number

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (<http://fedgov.dnb.com/webform>). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 060801172

VIII. Drug-Free Workplace Compliance

Grantee (Loan Recipient or Contractor) hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 2 CFR Part 182 and Part 2429. Further, Grantee (Loan Recipient or Contractor) will endeavor to ensure that Contractors and any third parties providing services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 2 CFR Part 182 and Part 2429.

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011
APPROVED PROJECT BUDGET**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs					
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 15,000.00		\$ 15,000.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
▪ Legal Notices	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
▪ Printing	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 15,000.00	\$ 0.00	\$ 15,000.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 15,000.00	\$ 0.00	\$ 15,000.00	\$ 0.00	\$ 0.00
Indirect Costs (indicate rate: 0.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT	\$ 15,000.00	\$ 0.00	\$ 15,000.00	\$ 0.00	\$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals \$ 15,000.00
☐ the sum of "Federal" "State" and "Other" column totals \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- ☒ Attachment D, Scope of Services, on page(s) all.
- ☐ Attachment D-2, Grantee's Proposal, on page(s) _____.
- ☐ Attachment B-1, Itemization and Justification of Budget, comprising 1 page(s).

GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE16-011

EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 0.00				
Fringe Benefits	\$ 0.00				
B. Consultants and Subcontractors	\$ 15,000.00				
C. Other Costs Specify below:					
▪ Legal Notices	\$ 0.00				
▪ Printing	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 15,000.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 15,000.00				
Indirect Costs (indicate rate 0.00%)	\$ 0.00				
TOTAL PROJECT AMOUNT	\$ 15,000.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this agreement, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____
(Signature)

Name: _____
(print name)

Title:

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: HE16-011

SCOPE OF SERVICES

The Scope of Services for this agreement comprises Attachment ~~D-2~~; Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and ~~D-2~~, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) ~~Attachment D-2~~. This Attachment D comprises 1 page(s), including this page.

The Grantee shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service Professional Qualifications Standards, to produce an intensive-level architectural survey of approximately fifty-two (52) historic resources in the Lower Gregory residential neighborhood. Surveyed resources may be documented individually.

Information generated from this Intensive-level Architectural Survey will enable the Township of West Orange's Planning Board, Zoning Board of Adjustment, and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the West Orange Historic Preservation Commission in making reasonable, consistent, and justifiable decisions.

The survey must be conducted in accordance with the New Jersey State Historic Preservation Office's Guidelines for Architectural Survey (Guidelines). The survey data will be gathered using a database application provided by the HPO, and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

The following products will be created as part of the survey effort:

I. Intensive-level Survey Documentation

The Township of West Orange shall conduct an Intensive-level Architectural Survey consisting of the following:

A. Survey Forms

1. Preparation of HPO-approved forms for approximately fifty-two (52) historic resources. All forms must be submitted via both electronic and hard copy. The electronic copy must be submitted as a Microsoft Access 2003 database as provided by the HPO. The hard copy inventory forms will be generated from the database.
2. Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible.
3. Assessment of "key-contributing" (i.e. individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s).

B. Photography

1. Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph will appear on the Base Survey Form for the subject property).
2. Additional photographs, which clearly contribute to an understanding of the property's significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
3. Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4" by 6" at 300dpi).

C. GIS Mapping

1. GIS mapping must be based on existing digital parcel maps, or an HPO approved alternate, such as Global Positioning System (GPS) data.
2. Digital submissions must include separate ArcView shapefiles in the data structure provided by the HPO:
 - a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District boundary must overlay the municipal boundary exactly.
 - b. Property locations (points).
3. Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJ Department of Environmental Protection Mapping and Digital Data Standards (2013) available online at http://www.nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf.
4. All digital data shall be submitted on CD-ROM in the formats referenced above.
5. The GIS data shall serve as the basis for creating the 2"x3" location map for each surveyed property. The location map shall be saved as a digital image in JPEG format that will be included on the hard copy survey forms.

II. Intensive-level Survey Report

The Grantee shall prepare an intensive-level survey report in accordance with Section 3.5 of the Guidelines for Architectural Survey. The report will be comprised of at least 30 pages of typewritten text (12-point font in a single-spaced format), not including survey forms, maps, photographs and illustrations. The final report must be submitted to the Township of West Orange and the HPO in electronic and hard copy. The electronic copy must be submitted on CD-ROM as a Microsoft Word document.

Deliverables:

For purposes of this Grant Agreement, the Grantee shall produce two (2) hard copies of all survey products defined above. The HPO will receive one (1) complete hard copy set of the completed survey products and one electronic copy in accordance with the grant schedule below. The Grantee will retain one (1) complete hard copy of the survey products for local use.

Schedule:

February 2017: Grant agreement will be fully executed by all involved parties

March/April 2017: Grantee shall send a Request for Proposals (RFP) to solicit quotes from qualified consultants. HPO must review and approve the RFP prior to the grantee entering into a contract.

April 2017: Grantee shall award a contract to a qualified professional or firm to perform the work detailed in the scope of services and shall submit the subcontractor certification form to the HPO.

July 2017: Grantee shall submit draft product, a draft report, and/or an Interim Expenditure Report and request for reimbursement, if applicable.

9/30/17: Grantee shall submit all project deliverables along with a Final Expenditure Report and a Final Reimbursement Request.

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: HE16-011

PROJECT REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. N.J.S.A. 13:1D-9(r)-2:1B-15:100et.seq., 13:1B-15.101(g)(h)(i), 13:1B-15.105, 13:1B-15.108, 13:1B-15.110 See N.J.A.C.

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises 1 page(s), including this page.

CONDITIONS:

This subgrant will be administered and work will be performed in accordance with the "National Register Programs Guideline" and all documentation required by the "Guideline" will be maintained on file for audit and State Program Approval purposes. The project will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines" for Preservation Planning; the "Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings;" and "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings." Principal project personnel will meet 36 CFR 61 Professional Qualifications Standards.

Final products which do not conform to the terms and conditions of this Grant Agreement or which do not meet the above cited Secretary of the Interior's "Standards" will not be eligible for reimbursement.

The Grantee will maintain on file evidence of compliance with Federal, State, and local competitive procurement requirements for professional services, consultant services, and subcontracts. Evidence of competitive procurement denoted by an asterisk (*) must be on file with the Department before any grant work is undertaken. Evidence of competitive procurement will include all applicable items on the following Request for Proposal and Competitive Procurement Checklist:

1. Completed Subcontractor Certification (DEP-069 G, Attachment F).*
2. Stockholder Disclosure.
3. Request for Proposal (RFP) Package.*
4. Evidence that the Grantee has solicited Minority Business Enterprises, Women Business Enterprises, and Small Businesses. To qualify for these categories, the standards of eligibility established by the Department of Commerce and Economic Development must be met.
5. Copies of three (3) published Legal Notices with Affidavit(s) of Publication (including Affirmative Action Language).
6. List of bidders requesting RFP information.
7. List of proposals received for consideration.
8. Copies of top three (3) contenders' proposals.*
9. Copies of all rejection letters.
10. Resolution of Acceptance.
11. Brief statement justifying the selection made.*
12. Copy of draft contract (for HPO review and approval).*
13. Copy of the fully executed contract (must be submitted before any reimbursements will be released).*

The Grantee shall ensure that any Department of Environmental Protection (DEP) or U.S. Department of the Interior, National Park Service (NPS) employee(s) performing any services, compensated or uncompensated, for the Historic Preservation Fund (HPF) grant have filed a Secondary Employment Form or Conflict of Interest Waiver with his/her primary employer. Confirmation that clearance has been approved by the primary employer must be submitted to the Historic Preservation Office (HPO) prior to the first scheduled reimbursement for this project. The Grantee is responsible for ensuring that all persons who have not obtained the required clearances do not participate in any grant-related activities. The failure of the Grantee to comply with this special condition may result in Termination, Expiration, and Suspension of the grant in accordance with Section XVIII of the General Terms and Conditions and Attachment A, Section XII, Modification, G. If the Grantee determines that no DEP or NPS personnel are participating in any grant or grant-related activities, a written statement confirming that there are no DEP or NPS personnel shall be provided in lieu of the Secondary Employment Form(s) or Conflict of Interest Waiver(s).

The Grantee shall incorporate the Historic Preservation Office logo and following acknowledgments in all printed materials, publications and reports prepared and/or printed as a result of grant assistance under this Agreement:

This [printed material, publication, or report] has been financed in part with the federal funds from the National Park Service, U.S. Department of the Interior, and administered by the New Jersey Department of Environmental Protection, Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the U.S. Department of the Interior.

This project received federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity or facility, as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street NW
Washington, DC 20240

Governing Body Resolution

Resolution # 285-15

The governing body of the Township of West Orange desires to
(Print or Type Grantee's name)

further the public interest by obtaining a grant from the State of New Jersey in the amount of
approximately \$ 15,000.00 to fund the following project:
(Total project cost)

An intensive-level cultural resource survey, in accordance with the "HPO Guidelines for Architectural Survey,"
of a minimum of 52 historic resources on the following streets: Yale Terrace, Walker Road, Ridgeview Avenue,
Luddington Road, Overlook Avenue, Oxford Terrace, and Harvard Terrace,

Therefore, the governing body resolves that
Robert D. Parisi

(Print or type person's name)

or the successor to the title of Mayor of West Orange is authorized
(Print or type title of authorized official)

(a) to make application for such a grant,

(b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than
\$ 9,000.00 and not more than \$ 15,000.00 and

(c) to execute ☒ any amendments thereto ☒ any amendments thereto which do not increase the
Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules,
and regulations in its performance pursuant to the agreement.

Introduced and passed December 15, 2015.

Ayes: ✓

Noes: 0

Absent: N/A

(Seal)

I HEREBY CERTIFY the foregoing to be
a true copy of a resolution adopted by
the West Orange Township Council.

Kevin J. Cardone
Kevin J. Cardone, Municipal Clerk

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011
SUBCONTRACTOR CERTIFICATION**

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and _____ West Orange Township _____ (the "Grantee") (such subcontract, the "subcontract") for work in furtherance of the grant agreement with the State of New Jersey (the "State") captioned above (the "grant agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the grant agreement: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Grantee and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the grant agreement. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: _____

(print name of subcontractor)

by:

(signature)

(print name)

ATTEST:

(print title)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(number and street)

(municipality, state, and zip code)

(print name and title)

(telephone number)

CERTIFICATION*

I, _____, _____ of
(print name) (print title)

(print subcontractor's name) certify that the individual who executed this
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

(signature of subcontractor's secretary or equivalent)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(print name)

(print name)

(print title)

(print title)

Date: _____

SEAL

*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

Section A: Governmental Agency

I am the **Chief Financial Officer** (Print title of Chief Financial Officer) of **West Orange Township** and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

John O. Gross

(print name)



Section B: Non-governmental Agency

I am a ☐ certified public accountant ☒ duly licensed public accountant and have been engaged to examine the financial statements of **West Orange Township** which will be maintained for the project.

In my opinion, the accounting system and internal controls ☐ in use ☒ to be established on _____ for this agreement ☐ are ☒ will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this agreement and other documents which might be helpful to the Grantee.

A. New Jersey Department of the Treasury

- State Circular Letter 15-08-OMB : Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide

RESOLUTION APPROVING TAX APPEAL SETTLEMENT

WHEREAS, the Township of West Orange (the "Township") desires to insure that all properties are fairly assessed; and

WHEREAS, pursuant to Agreement between the Township and Blau and Blau, Blau and Blau has been retained to defend any commercial tax appeals; and

WHEREAS, RA 300 Executive Drive, LLC is the property owner of Block 155, Lot 42.01 ("Property Owner"); and

WEHEREAS, Property Owner has challenged the assessment for tax years 2001, 2012, 2013, 2014, 2015, and 2016; and

WHEREAS, the Township and Property Owner have negotiated concerning a resolution of the pending tax appeals; and

WHEREAS, the proposed Stipulation of Settlement is annexed hereto as Exhibit "A".

WHEREAS, the Township Tax Assessor, outside appraiser, and Law Department agree and recommend that the foregoing settlement be approved; and

WHEREAS, the Mayor has had no involvement in these matters as he recused himself concerning all issues related to the Property as his business is a tenant at a property related to the Property Owner.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the tax appeal settlement for 300 Executive Drive, Block 155, Lot 42.01 be and is hereby approved; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute any documents necessary and appropriate to effectuate this settlement.

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

EXHIBIT A

Peter J. Zipp, Esq. - Attorney I.D. 022131986
ZIPP, TANNENBAUM & CACCAVELLI, LLC
280 Raritan Center Parkway
Edison, New Jersey 08837
(732) 605-1000
Attorney for Plaintiff

TAX COURT OF NEW JERSEY

RA 300 EXECUTIVE DR, LLC,

Plaintiff,

v.

WEST ORANGE TOWNSHIP,

Defendant.

DOCKET NOS.: 005593-2011
004249-2012, 005988-2013
004938-2014, 000700-2015 and
002841-2016

Civil Action

STIPULATION OF SETTLEMENT

Assigned Judge:
Honorable Christine M. Nugent, J.T.C.

First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block: 155
Lot: 42.01
Street Address: 300 Executive Dr
Year: 2011

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$ 6,575,700</u>	Appeal	<u>\$ 6,575,700</u>
Total	\$11,575,700		\$11,575,700

Block: 155
Lot: 42.01
Street Address: 300 Executive Dr
Year: 2012

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$ 6,575,700</u>	Appeal	<u>\$ 6,575,700</u>
Total	\$11,575,700		\$11,575,700

Block: 155
 Lot: 42.01
 Street Address: 300 Executive Dr
 Year: 2013

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$ 6,575,700</u>	Appeal	<u>\$ 6,575,700</u>
Total	\$11,575,700		\$11,575,700

Block: 155
 Lot: 42.01
 Street Address: 300 Executive Dr
 Year: 2014

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$ 6,575,700</u>	Appeal	<u>\$ 6,575,700</u>
Total	\$11,575,700		\$11,575,700

Block: 155
 Lot: 42.01
 Street Address: 300 Executive Dr
 Year: 2015

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$ 6,575,700</u>	Appeal	<u>\$ 6,575,700</u>
Total	\$11,575,700		\$11,575,700

Block: 155
 Lot: 42.01
 Street Address: 300 Executive Dr
 Year: 2016

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$ 6,575,700</u>	Appeal	<u>\$ 6,298,700</u>
Total	\$11,575,700		\$11,298,700

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. The taxpayer waives any interest payable on any refund to the taxpayer, pursuant to N.J.S.A. 54:3-27.2 and/or any other applicable law, provided said refund is paid by the earlier of: one (1) year from the date of the Township of West Orange's receipt of the last Tax Court Judgment issued in this matter; or sixty (60) days from the date of the Township of West Orange's receipt of bond proceeds from the Local Finance Board, obtained in connection with said matter.

5. All refunds as a result of the settlement set forth herein are to be made payable to the taxpayer and forwarded to Zipp Tannenbaum & Caccavelli, LLC, 280 Raritan Center Parkway, Edison, New Jersey 08837 in accordance with paragraph 4 hereof.

ZIPP TANNENBAUM & CACCAVELLI, LLC

BY: 

PETER J. ZIPP, ESQ.
Attorney for Plaintiff

BLAU & BLAU

BY: _____

CHARLES E. BLAU, ESQ.
Attorney for Defendant

Dated:

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
Daughter of Israel Inc Tricky Tray	March 22, 2017	25 Prospect Avenue	7373
Ras Our Lady of Lourdes On Prem 50/50	April 21, 2017	1 Eagle Rock Avenue	7374
SB Foundation Inc. On Prem 50/50	May 15, 2017	25 Prospect Avenue	7375
ICHS Blue Lion Club of Immaculate Conception HS of Montclair On Prem 50/50	May 5, 2017	481 Eagle Rock Avenue	7376
ICHS Blue Lion Club of Immaculate Conception HS of Montclair Tricky Tray	May 5, 2017	481 Eagle Rock Avenue	7377
Community Health Law Project Off Prem Merch	October 19, 2017	350 Pleasant Valley Way	7378

Clara Maass FDN to Support Clara Mass Health System Aux Off Prem 50/50	May 8, 2017	25 Prospect Avenue	7379
Michael T McCormick Jr Memorial Foundation Inc. Tricky Tray	June 13, 2017	481 Eagle Rock Avenue	7380
Friends of Yogi Inc. Off Prem Merch	May 12, 2017	25 Prospect Avenue	7381

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

Joe Krakoviak, Council President

Adopted: March 21, 2017

RESOLUTION

WHEREAS, Valley Road Residential Urban Renewal, LLC (“Valley Road Residential”) owns certain Property located at 22 Central Avenue known as Block 9, Lots 1, 7, 44, 50 and 56 which consists of approximately 1.5 acres (the “Property”); and

WHEREAS, the Alpert Group, LLC is the developer and Property manager for Valley Road Residential; and

WHEREAS, on May 7, 2014 the West Orange Planning Board adopted a Resolution of Approval concerning the development of the Property to consist of one hundred (100) residential units; and

WHEREAS, by Resolution No. 224-13 adopted December 3, 2013, Valley Road Residential has previously requested and obtained approval for a Long Term Tax Abatement Application concerning the Property; and

WHEREAS, due to certain changes in the law and applicable regulations, the Long Term Tax Abatement Application has been amended but the substance of the payments in lieu of taxes (PILOT) remains the same economic transaction; and

WHEREAS, the Township has designated the area including the Property as an area in need of redevelopment pursuant to the applicable law;

NOW, BEING HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Financial Agreement between the Township of West Orange, New Jersey and Valley Road Residential Urban Renewal, LLC, pursuant to the Long Term Tax Exemption law N.J.S.A. 40A:20-1 et seq. be and is hereby approved; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement and the Municipal Clerk is hereby authorized to attest to the Mayor's signature; and it is further

RESOLVED, that an original copy of the Agreement shall be maintained in the Municipal Clerk's Office and available for inspection during normal business hours.

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

RESOLUTION

WHEREAS, Associated Appraisal Group, Inc. ("Associated") responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2017; and

WHEREAS, Associated has agreed to provide residential appraisal services for the calendar year 2017 pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A,"** and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Associated to provide residential appraisal services to the Township on the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that notice of this award shall be published and available in the Clerk's Office in accordance with applicable law.

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

Joseph Krakoviak,
Council President

Adopted: March 21, 2017

I hereby certify funds to be available: Account #01-2010-00-1402-070

John O. Gross, Chief Financial Officer

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT made and entered into on this ____ day of March, 2017 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP", party of the first part, and **ASSOCIATED APPRAISAL GROUP, INC.**, located at 6 Commerce Drive, Third Floor, Cranford, County of Union and State of New Jersey, hereinafter referred to as "APPRAISER", party of the second part.

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of APPRAISER;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of APPRAISER for the period March 1, 2017 through December 31, 2017 for an amount not to exceed \$60,000.00.

2. APPRAISER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP processes any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

3. APPRAISER recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance

of a Purchase Order by the TOWNSHIP encompassing the services for which compensation is sought.

4. APPRAISER shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by APPRAISER shall set forth with specifically the tasks performed, the individual performing the tasks, and the amount of time spent on each task.

5. During the term of this agreement, APPRAISER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000.00. APPRAISER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, APPRAISER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

Dated:

By:_____
ROBERT D. PARISI, MAYOR

Dated:

ASSOCIATED APPRAIALS GROUP, INC.

WITNESS:

By:_____

Dated:

Dated:

RESOLUTION

WHEREAS, the Life Christian Church (“TLCC) owns certain property located at 747 Northfield Avenue in the Township of West Orange (the “Property”); and

WHEREAS, TLCC acquired the Property in 2004 as part of an exchange whereby the Township acquired the Ridgeway Avenue Campus; and

WHEREAS, since 2004 TLCC has developed the Property to include a Church, community center and educational and cultural center; and

WHEREAS, as a result of the need for fundraising and financing initiatives and the recession, TLCC developed the Property in stages; and

WHEREAS, between 2007 and 2016, TLCC has paid approximately \$125,914.80 in various permits for the Property’s improvements including site/engineering inspections; permits to build concrete retaining wall; keystone retaining walls permits; building permits; plumbing permits; fire sprinkler system permits; permit to build stage and conference centers; certificates of occupancy; lawn sprinkler system permits; sign permit; temporary coffee bar; temporary certificate of occupancy; construction permit for ADA lifts; electrical permit for ADA lifts; Health Department Review fee and permanent coffee bar permit fee; and

WHEREAS, the nature and extent of the TLCC uses and the timing by which construction was done in stages supports an adjustment and refund of certain fees;

WHEREAS, on May 20, 2015, TLCC paid \$29,347 as a building permit fee which was paid due to the issuance of a certificate of occupancy and closing of the building permit paid on February 15, 2011 in the amount of \$29,511; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL BY THE TOWNSHIP OF WEST ORANGE, that the Township Chief Financial Officer be and is hereby authorized to refund to TLCC the sum of \$29,347 which represents certain duplicative permit fees paid as a result of construction and improvement of the Property.

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

THE LIFE CHRISTIAN CHURCH
Permit and Escrow Payments to Township of West Orange

Date	Type	No.	Total	Permit Fees Paid to WO
Phase 2 - 2nd Level				
2016-10-12	Check	9086	369.00	Permit to build permanent coffee bar
2016-09-27	Check	1184	100.00	Health dept. review fee - Coffee bar
2016-04-26	Check	8785	51.00	Electrical permit - ADA Lift
2016-04-14	Check	1914	239.00	Construction permit - ADA Lift
2016-02-09	Check	8569	192.00	Fire sprinkler system permit
2015-10-16	Check	1027	300.00	Permit for additional fire alarm devices
2015-05-20	Check	7710	<u>29,347.00</u>	Building permit (est. Const. cost \$1,806,000)
Total			30,598.00	

Actual cost \$1,442,770
Under budget by \$363,230
(363.2 x \$15) = **\$5,448.45**

Phase 1 - 1st Level & Exterior				
2013-08-01	Check	5708	30.00	Temporary CO renewal - 6 months
2013-04-26	Check	5414	244.00	Temporary coffee bar
2013-03-13	Check	1782	17,250.00	One time supplemental sewer fee
2013-03-06	Check	5303	85.00	Permit for sign on corner at Northfield
2013-02-20	Check	5264	2,256.00	Lawn sprinkler system permit
2013-02-06	Check	5238	345.00	Install phone, data, fire, security, TV systems
2013-01-16	Check	5213	1,355.90	Certificate of Continuing Occupancy
2012-11-21	Check	5109	148.00	Permit to build stage in conference center
2011-10-04	Check	1593	499.00	Fire sprinkler system permit
2011-09-13	Check	1588	140.00	Updated plumbing permit
2011-05-25	Check	1546	814.00	Keystone retaining wall - balance of permit
2011-02-15	Check	1515	29,511.00	Building permit (based on entire bldg. vol. x \$0.25)
2010-08-10	Check	1466	6,413.00	Keystone retaining walls permit
2010-01-11	Check	1439	<u>1,737.00</u>	Permit to build concrete retaining wall
Total			60,827.90	

Escrow Payments & Refunds				
2015-07-21	Deposit		-1,332.89	Escrow refund from Township WO
2012-12-31	Deposit		-1,454.73	Escrow refund from Township WO
2010-09-01	Check	1470	16,851.52	Escrow - Site/Engineering inspections
2009-02-11	Check	1374	5,000.00	Escrow - Site/Engineering inspections
2008-05-23	Check	1306	5,000.00	Escrow - Site/Engineering inspections
2007-06-12	Check	1222	<u>8,000.00</u>	Escrow - Planning Board submittal
Total			32,063.90	

Planning Board Review				
2007-06-12	Check	1220	975.00	Planning board application fee
2007-06-12	Check	1221	<u>1,450.00</u>	Digitizing fee - Planning Board submittal
Total			2,425.00	

Grand Total **125,914.80**

RESOLUTION

WHEREAS, the Township of West Orange Police Department must replace inadequate computer storage hardware; and

WHEREAS, Pascack Data Services, Inc. located at 200 Central Ave., Suite 100, Hawthorne, New Jersey 07506 is a contracted distributor for State Contract vendor Dell Marketing, LP #A89967 NASPO M-0483 for the purchase of computer equipment as described in Exhibit “A” and installed in the amount of \$64,261.68; and

WHEREAS, the Township of West Orange as a contracting unit may, without advertising for bids, purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury pursuant to the provision of N.J.S.A. 40A: 11-12.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange to hereby authorize the Purchasing Agent to acquire Dell computer equipment from Pascack Data Services, Inc. with funds certified available from the Chief Financial Officer.

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

I hereby certify funds available in accounts: 03-2407-14-0030-080 \$3,116.92
Information Technology

03-2450-15-0030-010 \$61,144.76
Information Technology Improvement

John O. Gross, Chief Financial Officer

EXHIBIT A



Pascack Data Services, Inc.

Intelligent IT Solutions

Since 1972

Date: February 27, 2017

West Orange
Police Department

*The following product pricing is based on the Dell New Jersey State Store - NJ
NASPO Contract M-0483 : NASPO Contract A89967. Pascack Data is an
authorized reseller for Dell under the NASPO agreement contract #95AHB.*

Police Headquarters - Storage Area Network (SAN)

<u>QTY</u>	<u>Style</u>	<u>Description</u>	<u>PDS Price</u>	<u>Extended Price</u>
1		Dell EqualLogic PS6210XV	30,830.27	30,830.27
210-ABPJ		EqualLogic PS6210XV, High Performance 15K SAS 2.5" Drives		
340-AGDE		Documentation and Shipping for 2U Arrays		
400-AJKV		24x 600GB 15K SAS 2.5" 14.4TB Capacity Raw		
540-BBDM		Dual Controllers, 10Gb, High Availability with Failover		
770-BBCL		ReadyRails II Static Rails for 4-post Racks		
450-AAZW		Redundant Power Supply, 700W		
450-ABNE		Power Supply Regulatory Label, 700W, AC		
450-AADY		C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord		
450-AADY		C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord		
965-0338		EqualLogic Advanced Software Warranty and Service, 7x24 Access, 5 Year		
965-0355		Dell Hardware Limited Warranty Extended Year		
965-0356		Dell Hardware Limited Warranty Initial Year		
965-0393		Mission Critical Package: 4-Hour 7x24 On-Site Service w/ Emergency Dispatch, 4 Year Extended		
965-0394		Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year		
965-0402		MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year		
965-0405		ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year		
973-2426		Declined Remote Consulting Service		
929-7914		Keep Your Hard Drive, 5 Years		

ISCSI Switches

<u>QTY</u>	<u>Style</u>	<u>Description</u>	<u>PDS Price</u>	<u>Extended Price</u>
2		Dell Networking N4032 Switches 10GB	7,378.04	14,756.09
210-ABVS		Dell Networking N4032, 24x 10GBASE-T Ports, 1x Modular Bay, 2x AC PSU, IO to PSU Airflow		
409-BBCP		QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout		
450-AAFH		Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		
450-AAFH		Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		
340-AGNR		Documentation Kit, N4000 Series Switch		
332-1286		US Order		
966-6411		Dell Hardware Limited Warranty Initial Year		
966-6413		Dell Hardware Limited Warranty Extended Year(s)		
966-6417		Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch		
966-6423		Software Support,NW,90 Day		
966-6424		ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year		
966-6432		ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended		
966-6484		ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year		
995-8131		Information Only, Channel Partner Installation Required		
470-AAIB		Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m		
973-2426		Declined Remote Consulting Service		

Core Lan Switch

<u>QTY</u>	<u>Style</u>	<u>Description</u>	<u>PDS Price</u>	<u>Extended Price</u>
1		Dell Networking N4064, Switch 10GB	11,263.37	11,263.37
210-ABVU		Dell Networking N4064, 48x 10GBASE-T, 2x 40GbE QSFP+ Ports, 1x Modular Bay, 2x AC PSU, IO to PSU Airflow		
409-BBCR		SFP+ 10GbE Module, 4 port, Hot Swappable, 4x SFP+ ports (optics or direct attach cables required)		
450-AAFH		Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		
450-AAFH		Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13		
340-AGNR		Documentation Kit, N4000 Series Switch		
332-1286		US Order		
966-6412		Dell Hardware Limited Warranty Initial Year		
966-6414		Dell Hardware Limited Warranty Extended Year(s)		
966-6418		Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch		
966-6423		Software Support,NW,90 Day		
966-6425		ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year		
966-6433		ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended		
966-6485		ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year		
995-8131		Information Only, Channel Partner Installation Required		
470-AAGL		Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 0.5 Meter		

Server NIC Cards

<u>QTY</u>	<u>Style</u>	<u>Description</u>	<u>PDS Price</u>	<u>Extended Price</u>
4	540-BBDU	Intel Ethernet X540 DP 10GBASE-T Server Adapter, Full Height, CusKit	352.99	1,411.96

Installation Services

<u>QTY</u>	<u>Style</u>	<u>Description</u>	<u>PDS Price</u>	<u>Extended Price</u>
5	1-CE	Professional Services - Installation, configuration migration of D	1,200.00	6,000.00

Total for Above Solution: 64,261.68

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

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

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

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

LIST ATTACHED

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

I hereby certify funds available in account: _____

John O. Gross, Chief Financial Officer

2017 TAX COURT JUDGMENTS REFUNDS
RESOLUTION 84-17

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2009	1/27/2017	107	1.03		4532900	4100000	432900	0.12547	\$54,315.96
2010	1/30/2017	107	1.03		4532900	4100000	432900	0.12983	\$56,203.41
2011	1/30/2017	107	1.03		16927500	16750000	177500	0.03481	\$6,178.78
2012	1/30/2017	107	1.03		16927500	16000000	927500	0.03544	\$32,870.60
2013	1/30/2017	107	1.03		16927500	16000000	927500	0.03648	\$33,835.20
2014	1/30/2017	107	1.03		15927500	15500000	427500	0.03742	\$15,997.05
2013	1/20/2017	63	23.01		357500	257500	100000	0.03648	\$3,648.00
2014	1/20/2017	63	23.01		357500	257500	100000	0.03742	\$3,742.00
2013	1/27/2017	134.02	65		295000	240700	54300	0.03648	\$1,980.86
2016	1/31/2017	101.01	2		1061800	985000	76800	0.03890	\$2,987.52
2012	1/31/2017	152.22	1420		2743000	2643000	100000	0.03544	\$3,544.00
2013	1/31/2017	152.22	1420		2743000	2543000	200000	0.03648	\$7,296.00
								TOTAL	\$222,599.38

85-17
March 21, 2017

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A
DUPLICATE PAYMENT OF FIRST QUARTER 2017 TAXES

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the first quarter 2017 tax;

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 Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2017 taxes.

Block	Lot	Name and Address	Amount
155.10	40	Jeffrey & Amarylis Bidus 10 Lancaster Terrace West Orange, NJ 07052	\$ 3,083.00
166.12	41	Melissa Surow 41 Herbert Terrace West Orange, NJ 07052	\$ 4,093.00
TOTAL:			\$7,176.00

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

I hereby certify funds available in account: _____

John O. Gross, Chief Financial Officer

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

WHEREAS, such West Orange property owners have overpaid taxes for the 1st quarter of the year 2017; and
Property owners are requesting a refund to the extent of such overpayment; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 1st quarter 2017 taxes.

Block	Lot	Name & Address	Amount
178.01	3 C0004	Lorraine Evans Weinberg 3 Cadmus Court West Orange, NJ	\$10,908.71
168	1.02	Dean & Rebecca 10 Faas Court West Orange, NJ	\$2133.28

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

Joe Krakoviak
Council President

Adopted: March 21, 2017

I hereby certify funds available in account: _____

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, McManimon, Scotland & Bauman, LLC ("Counsel"), responded to the Township's Request for Qualifications for Bond Counsel pursuant to a fair and open process for the year 2017; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2017, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit "A"; and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Bond Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Bond Counsel at the rates and terms set forth therein; and it is further

RESOLVED that notice of this award shall be published and available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, RMC
Municipal Clerk

Joseph Krakoviak,
Council President

Adopted: March 21, 2017

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

JOHN O. GROSS, CFO

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made and entered into on this ____ day of March, 2017 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP”, party of the first part, and **McMANIMON, SCOTLAND & BAUMAN, LLC**, Attorneys at Law of the State of New Jersey, located at 75 Livingston Avenue, Roseland, County of Essex and State of New Jersey, hereinafter referred to as “COUNSEL”, party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Bond Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period March 1, 2017 through December 31, 2017 at the rates set forth and explained in **Exhibit “A,”** annexed hereto.
2. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.
3. COUNSEL’S responsibilities shall include all bond and other assigned matters.
4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

7. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance.

To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of (cont. on page 3) renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By: _____
ROBERT D. PARISI, MAYOR

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

WITNESS:

By: _____
ANDREA L. KAHN, ESQ.

EXHIBIT A

The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$1,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$205 per hour for attorneys and \$80 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

4824-7312-6723, v. 1

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at 66 Main Street, West Orange, New Jersey on March 21, 2017 at 7:00 p.m.

PRESENT:

ABSENT:

* * * * *

_____ introduced and moved the adoption of the following resolution, and _____ seconded the motion:

**RESOLUTION PROVIDING FOR THE COMBINATION OF
CERTAIN ISSUES OF GENERAL IMPROVEMENT
BONDS, SERIES 2017, OF THE TOWNSHIP OF WEST
ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY
INTO A SINGLE ISSUE OF BONDS AGGREGATING
\$8,850,000 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, Series 2017 in the principal amount of \$8,850,000.

Section 2. The principal amount of Bonds authorized by each ordinance to be combined into a single issue as above provided, 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
\$95,000	2194-09	Acquisition of computer system managing equipment for radio system, finally adopted January 20, 2009	5 years
\$142,000	2209-09	Various capital improvements, finally adopted May 12, 2009	7.09 years
\$25,000	2211-09	Various road improvements, finally adopted May 26, 2009	10 years
\$45,594	2214-09	Various improvements, finally adopted June 30, 2009	40 years
\$50,000	2232-09	Various capital improvements, finally adopted September 15, 2009	11.42 years
\$650,000	2237-09	Various capital improvements, finally adopted October 13, 2009	10 years
\$320,650	2272-10	Various capital improvements, finally adopted June 29, 2010	17.39 years
\$101,435	2278-10	Various capital improvements, finally adopted September 14, 2010	15 years
\$482,321	2290-10	Various capital improvements, finally adopted October 12, 2010	10.10 years

AMOUNT TO BE ISSUED	BOND ORDINANCE NUMBER	DESCRIPTION OF IMPROVEMENT AND DATE OF ADOPTION OF BOND ORDINANCE	PERIOD OF USEFULNESS
\$232,000	2299-10	Upgrade to municipal building telecommunications system, finally adopted January 4, 2011	15 years
\$6,649,000	2407-14	Various capital improvements, finally adopted May 6, 2014	11.36 years
\$57,000	2408-14	Replacement of bleachers at various fields at High School, finally adopted May 6, 2014	15 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 11.57 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds, Series 2017" 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:

Karen J. Carnevale, RMC
Municipal Clerk

Joseph Krakoviak,
Council President

Adopted: March 21, 2017

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 March 21, 2017 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 21st day of March, 2017.

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

[SEAL]

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at 66 Main Street, West Orange, New Jersey on March 21, 2017 at 7:00 p.m.

PRESENT:

ABSENT:

* * * * *

_____ introduced and moved the adoption of the following resolution
and _____ seconded the motion:

**RESOLUTION DETERMINING THE FORM AND OTHER
DETAILS OF \$9,400,000 GENERAL OBLIGATION BONDS,
SERIES 2017, CONSISTING OF \$8,850,000 GENERAL
IMPROVEMENT BONDS, SERIES 2017, AND \$550,000
SPECIAL ASSESSMENT BONDS, SERIES 2017 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 \$8,850,000 General Improvement Bonds, Series 2017 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 pursuant to the Local Bond Law of the State of New Jersey on March 21, 2017 and entitled, “Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2017 of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue of Bonds Aggregating \$8,850,000 in Principal Amount” shall be issued as “General Improvement Bonds, Series 2017” (the “General Improvement Bonds, Series 2017”). The General Improvement Bonds, Series 2017 shall mature in the principal amounts on February 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2018	\$675,000	2024	\$820,000
2019	\$745,000	2025	\$840,000
2020	\$755,000	2026	\$865,000
2021	\$770,000	2027	\$885,000
2022	\$785,000	2028	\$910,000
2023	\$800,000		

The General Improvement Bonds, Series 2017 are not subject to redemption prior to their stated maturities. The General Improvement Bonds, Series 2017 shall be eleven in number, with one certificate being issued for each year of maturity and shall be numbered GI-1 to GI-11, inclusive.

Section 2. The \$550,000 Special Assessment Bonds, Series 2017 of the Township authorized by bond ordinance #2358-12 of the Township finally adopted June 12, 2012, as amended by ordinance #2409-14 of the Township finally adopted May 6, 2014 pursuant to the Local Bond Law of the State of New Jersey and entitled, “Bond Ordinance Providing an Appropriation of \$4,784,305 for Reconstruction of the Sanitary and Storm Sewerage Systems and Associated Reconstruction and Repaving of the Roadways within the Llewellyn Park Section of the Township of West Orange, in the County of Essex, New Jersey, Directing a

Special Assessment of the Cost Thereof in the Amount of \$3,684,305 and Authorizing the Issuance of \$4,234,305 Bonds or Notes of the Township to Finance Part of the Cost Thereof” shall be issued as “Special Assessment Bonds, Series 2017” (the “Special Assessment Bonds, Series 2017”). The Special Assessment Bonds, Series 2017 shall mature in the principal amounts on February 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2018	\$40,000	2024	\$50,000
2019	\$45,000	2025	\$55,000
2020	\$45,000	2026	\$55,000
2021	\$50,000	2027	\$55,000
2022	\$50,000	2028	\$55,000
2023	\$50,000		

The Special Assessment Bonds, Series 2017 are not subject to redemption prior to their stated maturities. The Special Assessment Bonds, Series 2017 shall be eleven in number, with one certificate being issued for each year of maturity and shall be numbered SA-1 to SA-11, inclusive.

Section 3. The General Improvement Bonds, Series 2017 and the Special Assessment Bonds, Series 2017 collectively are sometimes referred to hereinafter as the “Bonds”.

Section 4. 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 may be made in the principal amount of any multiple of \$1,000 (with a minimum purchase of \$5,000 required) 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 first day of February and August in each year until maturity, commencing on February 1, 2018, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the Winning 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 15 and July 15 (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 February 1 and August 1 until maturity, commencing on February 1, 2018.

Section 5. 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
ONLY – DO NOT COMPLETE OR SIGN**

REGISTERED
NUMBER A. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX

B. _____ BOND, SERIES 2017

DATED DATE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
___/___/2017	02/01/20__	_____%	___

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 first day of February and August in each year until maturity, commencing on February 1, 2018. 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 15 and July 15 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.

C. _____

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

[SEAL]

ATTEST:

By: _____ (Facsimile)
Mayor

By: _____
Clerk

By: _____ (Facsimile)
Chief Financial Officer

[END OF SAMPLE BOND FORM]

Section 6. In each of the General Improvement Bonds, Series 2017 the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds.

A. GI-__.

B. GENERAL IMPROVEMENT

C. 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 adopted March 21, 2017 and entitled, “Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2017 of the Township of West Orange, in the County of Essex, New Jersey into a Single Issue of Bonds Aggregating \$8,850,000 in Principal Amount,” and the various bond ordinances referred to therein, each in all respects duly approved and published as required by law.

Section 7. In each of the Special Assessment Bonds, Series 2017 the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds.

A. SA-__.

B. SPECIAL ASSESSMENT

C. This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey and bond ordinance #2358-12 of the Township finally adopted June 12, 2012, as amended by ordinance #2409-14 of the Township finally adopted May 6, 2014 and entitled, “Bond Ordinance Providing an Appropriation of \$4,784,305 for Reconstruction of the Sanitary and Storm Sewerage Systems and Associated Reconstruction and Repaving of the Roadways within the Llewellyn Park Section of the Township of West Orange, in the County of Essex, New Jersey, Directing a Special Assessment of the Cost Thereof in the Amount of \$3,684,305 and Authorizing the Issuance of \$4,234,305 Bonds or Notes of the Township to Finance Part of the Cost Thereof,” in all respects duly approved and published as required by law.

Section 8. The Bonds shall be sold on April 4, 2017 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 on MuniHub and 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. 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 9. 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 10. The Bonds shall have printed thereon 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 11. Bond Counsel is authorized to arrange for the printing of the Bonds, and NW Financial Group, LLC (the "Financial 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 Financial Advisor, PKF O'Connor Davies, LLP (the "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. Bond Counsel, the Financial Advisor and the Auditor are further authorized to arrange on behalf of the Township for a rating for the Bonds from Standard & Poor's and/or Moody's Investors Service.

Section 12. 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 13. 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 thereof, except that an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in denominations of \$1,000, or any integral 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 14. 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, 2018 for the fiscal year ending December 31, 2017, electronically to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or such other repository designated by the SEC 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) the Township's most current adopted budget; (3) property valuation information; and (4) 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 in effect from time to time;

(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.

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 its undertaking, the Township shall not be liable for monetary damages. The sole remedy is hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 15. 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 and Section 18 below.

Section 16. 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, financial advisory services, legal services and other miscellaneous costs of issuing the Bonds.

Section 17. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended, 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 18. 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 and the investment of the proceeds thereof in accordance with the requirements of law.

Section 19. 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 March 21, 2017 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 21st day of March, 2017.

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

[SEAL]

EXHIBIT A

FULL NOTICE OF SALE

**(For Publication on ProspectusHub's website and on
The Bond Buyer Online's website:
www.bondbuyer.com/legalnotices/?type=bondsales)**

**TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY
NOTICE OF SALE
\$9,400,000 GENERAL OBLIGATION BONDS, SERIES 2017 CONSISTING OF
\$8,850,000 GENERAL IMPROVEMENT BONDS, SERIES 2017 AND
\$550,000 SPECIAL ASSESSMENT BONDS, SERIES 2017
(BOOK-ENTRY-ONLY)
(NON-CALLABLE)
(BANK QUALIFIED)**

SUMMARY

ISSUER:	Township of West Orange, in the County of Essex, New Jersey
PAR AMOUNT:	\$9,400,000 (one CUSIP number since all series are general obligations of the Township)
SECURITY:	General Obligations of the Township
TAX EXEMPT:	Yes
RATINGS AND INSURANCE:	Rating to be Determined
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:	April 4, 2017 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 April 12, 2017
INTEREST PAYMENT DATES:	February 1 and August 1, commencing February 1, 2018
FORM:	Book-entry-only
FIRST CALL DATE:	Non-callable
MINIMUM BID:	\$9,400,000 (Par)
BID SECURITY:	<u>Good Faith Check or wire transfer in the amount of \$188,000 received by the Township prior to bidding</u>
BASIS OF AWARD:	<u>Net Interest Cost</u> - Ascending Coupons Required in multiples of 1/8 or 1/20 of 1%
OFFERING STATEMENT:	Preliminary Official Statement available at www.prospectushub.com and the <u>Bond Buyer Online</u>

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 \$9,400,000 original principal amount of the Township's General Obligation Bonds, Series 2017 (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 April 4, 2017. To bid, Bidders (as defined below) must have submitted a good faith check or a wire payable to the Township in the amount of \$188,000 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.prospectushub.com and in *The Bond Buyer Online*. *The Bond Buyer Online* address is www.bondbuyer.com/legalnotices/?type=bondsales. 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 April 4, 2017, 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 C. Tony Solimine, Esq. (telephone no. 973-622-4893) 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(s) 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 \$9,400,000. 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 February 1 and August 1, commencing on February 1, 2018.

Principal Amortization

The Bonds will consist of serial bonds maturing on February 1 in the years 2018 through 2028, inclusive, as set forth in the following table:

<u>Year</u>	General Improvement Bonds	Special Assessment Bonds	Total Principal Amount
2018	\$675,000	\$40,000	\$715,000
2019	\$745,000	\$45,000	\$790,000
2020	\$755,000	\$45,000	\$800,000
2021	\$770,000	\$50,000	\$820,000
2022	\$785,000	\$50,000	\$835,000
2023	\$800,000	\$50,000	\$850,000
2024	\$820,000	\$50,000	\$870,000
2025	\$840,000	\$55,000	\$895,000
2026	\$865,000	\$55,000	\$920,000
2027	\$885,000	\$55,000	\$940,000
2028	\$910,000	\$55,000	\$965,000

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 will be in the principal amount of any multiple of \$1,000 (with a minimum purchase of \$5,000 required). 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 are not subject to redemption prior to their stated maturities.

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 IN THE AMOUNT OF \$188,000 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. 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 offered for sale (\$9,400,000) 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 Bidders.

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 3:30 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 \$188,000 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 Financial Advisor, Nick Wilechansky 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.

Delivery of the Bonds

The Bonds will be delivered on or about April 12, 2017 (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

CUSIP numbers will be applied for with respect to the Bonds by the Winning Bidder, 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 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 www.prospectushub.com ("MuniHub") 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 MuniHub. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on MuniHub, 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 Financial Advisor.

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

By: John Gross
Chief Financial Officer

Dated: March 21, 2017

EXHIBIT B

SHORT FORM OF NOTICE OF SALE

(For Publication in the Township's Local Newspaper)

NOTICE OF SALE

**\$9,400,000 GENERAL OBLIGATION BONDS, SERIES 2017
CONSISTING OF
\$8,850,000 GENERAL IMPROVEMENT BONDS, SERIES 2017
AND \$550,000 SPECIAL ASSESSMENT BONDS, SERIES 2017
(BOOK-ENTRY-ONLY)
(NON-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 \$9,400,000 original principal amount of the Township's General Obligation Bonds, Series 2017 (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 April 4, 2017. To bid, Bidders (as defined below) must have submitted a good faith check or a wire payable to the Township in the amount of \$188,000 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 PARITY. The PARITY address is www.prospectushub.com and in *The Bond Buyer Online*. *The Bond Buyer Online* address is www.bondbuyer.com/legalnotices/?type=bondsales. 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 April 4, 2017, 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 C. Tony Solimine, Esq. (telephone no. 973-622-4893) 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(s) 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 \$9,400,000. 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 February 1 and August 1, commencing on February 1, 2018.

Principal Amortization

The Bonds will consist of serial bonds maturing on February 1 in the years 2018 through 2028, inclusive, as set forth in the following table:

<u>Year</u>	<u>General Improvement Bonds</u>	<u>Special Assessment Bonds</u>	<u>Total Principal Amount</u>
2018	\$675,000	\$40,000	\$715,000
2019	\$745,000	\$45,000	\$790,000
2020	\$755,000	\$45,000	\$800,000
2021	\$770,000	\$50,000	\$820,000
2022	\$785,000	\$50,000	\$835,000
2023	\$800,000	\$50,000	\$850,000
2024	\$820,000	\$50,000	\$870,000
2025	\$840,000	\$55,000	\$895,000
2026	\$865,000	\$55,000	\$920,000
2027	\$885,000	\$55,000	\$940,000
2028	\$910,000	\$55,000	\$965,000

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 will be in the principal amount of any multiple of \$1,000 (with a minimum purchase of \$5,000 required). 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 are not subject to redemption prior to their stated maturities.

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 \$9,400,000. 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 \$188,000 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 Financial Advisor, Nick Wilechansky 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 1:00 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(s) 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.

Delivery of the Bonds

The Bonds will be delivered on or about April 12, 2017 (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

CUSIP numbers will be applied for with respect to the Bonds by the Winning Bidder, 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 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 www.prospectushub.com ("MuniHub") 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 MuniHub. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on MuniHub, 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 Financial Advisor.

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

By: John Gross
Chief Financial Officer

Dated: March 21, 2017

EXHIBIT C

SUMMARY FORM OF NOTICE OF SALE

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

SUMMARY NOTICE OF SALE

**\$9,400,000 GENERAL OBLIGATION BONDS, SERIES 2017 CONSISTING OF
\$8,850,000 GENERAL IMPROVEMENT BONDS, SERIES 2017 AND
\$550,000 SPECIAL ASSESSMENT BONDS, SERIES 2017**

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

SUMMARY

Dated Date: Date of Delivery
Closing Date: Expected to be April 12, 2017
Bid Date: Electronic proposals will be received via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") on **April 4, 2017** 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 February 1 in the years 2018 through 2028, inclusive, as set forth in the following table:

<u>Year</u>	<u>General Improvement Bonds</u>	<u>Special Assessment Bonds</u>	<u>Total Principal Amount</u>
2018	\$675,000	\$40,000	\$715,000
2019	\$745,000	\$45,000	\$790,000
2020	\$755,000	\$45,000	\$800,000
2021	\$770,000	\$50,000	\$820,000
2022	\$785,000	\$50,000	\$835,000
2023	\$800,000	\$50,000	\$850,000
2024	\$820,000	\$50,000	\$870,000
2025	\$840,000	\$55,000	\$895,000
2026	\$865,000	\$55,000	\$920,000
2027	\$885,000	\$55,000	\$940,000
2028	\$910,000	\$55,000	\$965,000

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

Bid Security: **Good Faith Check or wire transfer must be received by Township by 10:30 a.m. prior to bidding in the amount of \$188,000**

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

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **March 21, 2017** enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Pending or anticipated litigation or contract negotiation

- a. 90-17 Resolution Authorizing an Executive Session for the Purpose of Discussing Affordable Housing Issues and Garden Homes (Legal-Trenk)

(the general subject matter(s)) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **March 21, 2017**.

Motion:

Second:

Vote

Aye:

Opposed:

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

Joe Krakoviak
Council President

Adopted: March 21, 2017