

1. Conference Meeting Agenda

Documents:

[CA 10.12.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.12.21.PDF](#)

3. Resolution(S)

3.I. 259-21

Documents:

[259-21 AUTHORIZING SUBORDINATION OF MORTGAGE RE 36
ROBERTSON ROAD.PDF](#)
[259-21 EXHIBIT - SUBORDINATION OF MORTGTAGE RE 36 ROBERTSON
ROAD.PDF](#)

3.II. 260-21

Documents:

[260-21 TAX RESOLUTION.PDF](#)

3.III. 261-21

Documents:

[261-21RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT WITH BBG FOR APPRAISAL SERVICES.PDF](#)
[261-21 QTE 1253A FEE PROPOSAL FOR THE VALUATION OF BLOCK 64
LOT 31 WEST ORANGE - V2.PDF](#)
[261-21 QTE 1253 FEE PROPOSAL FOR THE VALUATION OF WEST
ORANGE REDEVELOPMENT - 7 PARCELS \(REVISED 2B\).PDF](#)

3.IV. 262-21

Documents:

[262-21 AUTH. CHANGE ORDER NO. 2 STREET IMPROVEMENTS 2020
PHASE 1.PDF](#)
[262-21 ATTACHMENT - CHANGE ORDER NO. 2 STREET IMPROVEMENTS
2020 PHASE I.PDF](#)

3.V. 263-21

Documents:

[263-21 RESOLUTION CHANGE ORDER NO. 2 STREET IMPROVEMENTS
2020 PHASE II.PDF](#)

263-21 ATTACHMENT - CHANGE ORDER NO. 2 STREET IMPROVEMENTS
2020 PHASE II.PDF

3.VI. 264-21

Documents:

264-21 BOND RESOLUTION (EXECUTIVE DRIVE) RABS.PDF

3.VII. 265-21

Documents:

265-21 RESOLUTION - HUGHEY DRAFT SUBORDINATION COUNCIL.PDF
265-21 EXHIBIT TO RESOLUTION AUTHORIZING SUBORDINATION OF
MORTGTAGE RE 11 TREMONT AVENUE.PDF

3.VIII. 266-21

Documents:

266-21 EMERGENCY RESOLUTION RE SLOPE.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2658-21

Documents:

2658-21 ORDINANCE ESTABLISHING ALTERNATE ROUTE APPOINTMENTS
TO THE WEST ORANGE POLICE DEPARTMENT.PDF
2658-21 - N.J.S.A. 11A 4-13 EXEMPTION FROM CIVIL SERVICE LAW
ENFORCEMENT EXAMINATION REQUIREMENT FOR ENTRY-LEVEL
ENFORCE.PDF
2658-21 - ATTACHMENT - DPF743E_8.2.2021 (1).PDF
2658-21 - ATTACHMENT - ALTERNATE ROUTE APPOINTMENTS (1).PDF

5. Ordinance(S) On First Reading

5.I. 2661-21

Documents:

2661-21 BOND ORD. - 2021 VARIOUS CAPITAL IMPROVEMENTS - WEST
ORANGE (10_12_21).PDF

5.II. 2662-21

Documents:

2662-21 BOND ORD. - ACQUISITION OF DOWNTOWN REDEVELOPMENT
PROPERTIES - WEST ORANGE (10_21).PDF
2662-21 SCHEDULE A TO BOND ORDINANCE.PDF

5.III. 2663-21

Documents:

2663-21 BOND ORD. - ACQUISITION AND REMEDIATION OF
ENTERTAINMENT ZONE PROPERTIES - WEST ORANGE (10_21).PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, October 12, 2021
Meeting No. 16

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 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

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6:30 P.M

- **Mayor's Proclamation – Metastatic Breast Cancer Awareness Day and #LightUpMBC National Campaign**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
October 12, 2021 – Meeting No. 16**

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 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

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, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting Minutes September 28, 2021**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 259-21 Resolution Authorizing the Subordination of the Recorded Mortgage on the Property at 36 Robertson Road for the Housing Rehabilitation Program to Allow the Property Owner to Refinance the Mortgage on the Property (Legal-Moon)**
 - b. 260-21 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Tax Collector)**
 - c. 261-21 Resolution Authorizing a Professional Services Agreement with BBG, Inc., 205 Main Street, P.O. Box 255, Chatham, NJ 07928, to Provide Appraisal Services to the Township of West Orange at the Total Cost of \$42,000 (Legal-Trenk)**
 - d. 262-21 Resolution Authorizing Change Order No. 2 for the Project Street Improvements, 2020 Phase I with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the Amount of \$221,000.00 or 19.76 Percent Increase in the Original Contract Amount (Lepore)**
 - e. 263-21 Resolution Authorizing Change Order No. 2 for the Project Street Improvements, 2020 Phase II with Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110 in the Amount of \$162,000.00 or 18.07 Percent Increase in the Original Contract Amount (Lepore)**

- f. 264-21** Resolution Authorizing the Township of West Orange, In the County of Essex, State of New Jersey to Issue One or More Series of Non-Recourse Redevelopment Area Bonds in an Aggregate Principal Amount of Not to Exceed \$4,500,000. to Fund a Portion of the Project Costs Related to the Essex Green Executive Drive Redevelopment Project (Legal-E. Johnson-Wilentz)
- g. 265-21** Resolution Authorizing the Subordination of the Recorded Mortgage on the Property at 11 Tremont Avenue, for the Housing Rehabilitation Program to Allow the Property Owner to Refinance the Mortgage on the Property (Legal-Moon)
- h. 266-21** Resolution authorizing the Township of West Orange to Incur Necessary and Emergent Expenses to Ensure the Safety of the Property and Assist the Residents, and Take All Other Necessary and Appropriate Steps to Protect the Public Safety and Health at 275 Northfield Avenue (Block 81.01, Lot 1.02) that Consists of Forty-Four (44) Apartments Contained in a Two-Floor Apartment Building (Legal-Trenk)

9. Ordinances on Second and Final Reading

- a. 2658-21** An Ordinance Amending Chapter 2, Section 14.5 and Establishing Chapter 2, Section 14.9 of the Revised General Ordinances of the Township of West Orange (Appointment of Police Department, Officers and Personnel) Legal-Moon
This Ordinance updates the hiring procedures for the West Orange Police Department to authorize the hiring of entry level positions through the alternate route system recently established by state statute and also establishes an anti-nepotism policy for the West Orange Police Department as required under the statute.

10. Ordinances on First Reading

- a. 2661-21** Bond Ordinance Providing for Various Capital Improvements In and By the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$15,236,000 Therefor and Authorizing the Issuance of \$14,510,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof (Gross)
- b. 2662-21** Bond Ordinance Providing for the Acquisition of Various Properties Pursuant to the Downtown Redevelopment Plan, By and In the County of Essex, State of New Jersey, Appropriating \$7,000,000 Therefor and Authorizing the Issuance of \$7,000,000 Bonds or Notes of the Township to Finance the Cost Thereof (Gross)
- c. 2663-21** Bond Ordinance Providing for the Remediation, Demolition and Development of Township Owned Properties Identified on the Official Tax Map of the Township and Commonly Known as Block 9, Lots 32 and 36, Commonly Referred to as 8-10 Central Avenue, Respectively, Pursuant to the Central Avenue Development Plan, By and In the County of Essex, State of New Jersey, Appropriating \$500,000 Therefor and Authorizing the Issuance of \$500,000 Bonds or Notes of the Township to Finance the Cost Thereof (Gross)

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.

Next Meeting Date(s): October 26, 2021

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Ralph J. Cicalese and Barbara Cicalese (collectively the “Owners”) residing at 36 Robertson Rd, Lot 33 Block 153.08 (the “Property”), in the amount of Nineteen Thousand Nine Hundred Eighty Dollars (\$19,980.00), which was dated November 20, 2009 and recorded in the Essex County Register’s Office on January 12, 2010 in Book 12235, at Page 6848 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Chase Bank in the outstanding amount of One Hundred Seventy-One Thousand Seven Hundred Twenty-Eight Dollars and Eighty-Six Cents (\$171,728.86) (the “First Mortgage”); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Finance of America Mortgage LLC, (“FOA”) in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000), and with an interest rate of 3.25% (the “New Mortgage”); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$380,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage and the Second Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment “A,” in favor of FOA with respect to the Property and the Owners; and be it further

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

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

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

Cindy Matute-Brown
Council President

Adopted: October 12, 2021

Exhibit “A”

Prepared by _____

SUBORDINATION OF MORTGAGE

Made this _____ day of _____, 2021

BETWEEN

Township of West Orange, herein designated as Subordinator,

AND:

Finance of America Mortgage LLC

herein designated as Subordinatee,

WHEREAS, the Subordinator is the holder of a mortgage, originally in the amount of \$19,980.00 and the bond, note or other obligation secured therein, dated November 20, 2009, made by:

OWNER: RALPH J. AND BARBARA CICALESSE, HUSBAND AND WIFE

TO: TOWNSHIP OF WEST ORANGE

upon the lands and premises therein described, lying and being in the County of ESSEX, and State of New Jersey, which mortgage was recorded on January 12, 2010, in the Office of the Clerk / Register, County of ESSEX, in Book 12235, at Page 6848.

WHEREAS, the Subordinatee desires to place a First Lien Priority Mortgage on lands and premises owned by RALPH J. AND BARBARA CICALESSE, known as 36 Roberton Rd., West Orange, NJ, Lot 33 Block 153.08, which First Lien Mortgage, the owner desires to grant to Subordinatee.

WHEREAS, the Subordinatee will receive, accept and record a First Lien Mortgage and require that the aforementioned mortgage held by the Subordinator shall be subordinated to the First Lien Mortgage to be granted by Subordinatee.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR and other good and valuable consideration the receipt whereof is hereby acknowledged, the Subordinator hereby accepts and agrees that the mortgage of the Subordinator shall be, subordinate to the First Lien Mortgage about to be granted to the Subordinatee, notwithstanding the prior execution and recording of the mortgage of the Subordinator, in the amount of \$19,980.00.

References herein to any parties, persons, entities or corporations, the use of any particular gender of the plural or singular number is intended to include the appropriate gender or numbers of the text of the within instrument may require.

Whenever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

IN WITNESS WHEREOF, the Subordinator has signed and sealed this Subordination of Mortgage, or if a corporation, has caused this Subordination to be signed by its proper corporate officers, the day and year first above written.

Signed, sealed and delivered in the presence of or Attested to by

TOWNSHIP OF WEST ORANGE

Robert Parisi
Mayor, Township of West Orange

=====

I certify that on, _____, 2021, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that

- (1) Personally signed this document.
- (2) Signed, sealed and delivered this document as his or her act and deed.

NOTARY PUBLIC

**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.

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 to the said taxpayers the sums in full and final satisfaction to tax rebates due:

ADDRESS	237 SOUTH VALLEY ROAD		DATE:	10/4/2021
BLOCK	42.03			
LOT	90			
QUAL				
<u>YEAR</u>	<u>ASSESSED VALUE</u>	<u>TAX RATE</u>	<u>AMOUNT DUE</u>	
2021	\$ 329,700.00	4.354	\$ 14,355.14	
Q1	PAID		\$ 3,531.00	
Q2	PAID		\$ 3,531.00	
Q3	PAID		\$ 14,736.00	
Q4	NOT PAID			
TOTAL			\$ (7,442.86)	
<u>PAYABLE TO:</u>				
Corelogic				
Centralized Refunds				
3001 Hackberry Rd				
Irving, TX 75063				

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

Cindy Matute-Brown
Council President

Adopted : October 12, 2021

RESOLUTION

WHEREAS, BBG responded to the Township's Request for Qualifications pursuant to a fair and open process for Appraisal Reports on the Parcels listed on the agreement annexed hereto as Exhibits "A" and "B"; and

WHEREAS, BBG has agreed to provide appraisal services for pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibits "A" and "B"; 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 BBG to provide appraisal services to the Township of West Orange on the terms and conditions set forth therein at the total cost of \$42,000; and it is further

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

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

Cindy Matute-Brown
Council President

Adopted: October 12, 2021

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

John O. Gross, Chief Financial Officer



August 19, 2021

Township of West Orange c/o
Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, NJ 07095

Re: Valuations of: **Parcel 1** – Block 64, Lot 31, West Orange, NJ

Dear Mr. Beckelman,

Pursuant to your client's request, we respectfully submit this fee proposal for valuation services. We are prepared to complete APPRAISAL REPORT for the above captioned property. The report will develop an opinion as to the Fee Simple Market Value of the property as of a current date. The Intended Use for the appraisal report is for Good Faith Offers and or a proposed Eminent Domain-Condensation Proceedings.

The report will be prepared by **Louis S. Izenberg, MAI, SRA** and office support staff in accordance with the Uniform Standards of Appraisal Practice (USPAP – 2-2(a) of the Appraisal Foundation and the Standards of Professional Practice (SPP) of the Appraisal Institute and the Code of Professional Ethics (CPE) of the Appraisal Institute.

APPRAISAL REPORT FEE: \$2,000.00

Completion & Delivery:

The report can be completed within 10 business days. All reports require formal municipal authorization to proceed in writing.

NEW JERSEY
P + 973.515.4700
205 MAIN STREET
+ PO BOX 255
CHATHAM, NJ 07928

BBGRES.COM

VALUATION + ADVISORY + ASSESSMENT + ZONING

August 19, 2021

Page 2 of 2 – Appraisals Fee Proposal

Completion & Delivery:

The appointed Township Attorney will send out the Certified Letters/ Notices to Inspect to the properties to the owners and/or property representatives. The completion and delivery dates for the appraisals will commence with formal, legal access to the properties.

The report can be completed with 2. All reports require formal municipal authorization to proceed in writing.

Payment Schedule:

No retainer payment is required. Full payment is due to BBG within 30 days of delivery of the appraisal reports to the appointed attorney for West Orange. **Please make your checks payable to BBG.**

Reports:

All reports will be delivered electronically (PDF) along with one (1) hard un-bound original appraisal report.

Additional Fees:

Conferences, depositions, report modifications, additional properties, report updates, legal support, mutually agreed upon revisions, additional valuation dates, valuation scenarios and/or Commissioner Hearings and Superior Court testimony will be billed at \$450.00 per hour for Louis S. Izenberg, MAI after submission of the finalized appraisal reports.

For your review, I have attached my professional qualifications and partial client listings. Additional information concerning my firm is also available at www.BBGres.com . Thank you for the opportunity to be of service to you. Please feel free to contact me if you have any questions.

Sincerely,

Louis S. Izenberg, MAI, SRA

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

AUTHORIZED TO PROCEED in accordance with this proposal.

By: _____
Signature

By: _____
Print Name

Date



Louis S. Izenberg, MAI, SRPA, SRA

Managing Director – Lead Litigation Support

Office: 973-515-4700

Cell: 201-400-6365

lizenberg@bbgres.com

PROFILE

Louis Izenberg is Managing Director at BBG Inc. in the New Jersey office, formerly known as Izenberg Appraisal Associates. He has been providing appraising and consulting services since 1977 with a concentration in litigation. His practice is diversified encompassing the valuation and evaluation of commercial, industrial, special purpose and large complex residential projects.

Mr. Izenberg's experience includes subdivision analysis, feasibility studies, regional and community shopping centers, malls, office buildings, manufacturing and warehouse properties, apartment complexes, cooperative buildings, mobile home parks, adult health care facilities, quarries, hotels/motels, casinos and golf & country clubs.

PROFESSIONAL AFFILIATIONS

Appraisal Institute Designations:

- MAI
- SRPA
- SRA
- Past Board of Directors- Metro NJ of the Appraisal Institute
- Past Regional Member- Review and Council Committee, Region VI- Appraisal Institute

General Certified Appraiser:

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

Licensed Real Estate Salesman, New Jersey

COURSEWORK

Appraisal Institute:

- Standards of Professional Practice
- Real Estate Appraisal Principles
- Basic Valuation Procedures
- Capitalization Theory & Techniques (A)
- Capitalization Theory & Techniques (B)
- Case Studies in Real Estate Valuation
- Valuation Analysis & Report Writing
- Course 101 - Intro. to Appraising Real Property
- Course 102 - Applied Residential Valuation
- Course 201 - Income Property Valuation
- Course 202 - Applied Income Property Valuation

EDUCATION

- Fairleigh Dickinson University, Bachelor of Arts
- Wroxton College, Oxford, England

Qualified Expert Witness:

- Tax Court of New Jersey
- Superior Courts of New Jersey and Pennsylvania
- U.S. Bankruptcy Courts
- Various County Tax Boards
- Various Condemning Authorities

PARTIAL LIST OF CLIENTS

BANKS AND FIDUCIARY AGENCIES

To Be Provided Upon

LAW FIRMS

Waters, McPherson & McNeill
Chiesa Shahinian & Giantmasi
Weiner Lesniak
Epstein & Gioia
DeCotiis & Pinto
Cole Schotz
Budd Lerner

McElroy, Deutsch
Courter, Kobert
Stern, Lavinthal, Norgaard
Chasen Leyner & Lamparello
Einhorn Harris, Asher
Inglesino, Webster, Wyciskala
Garippa, Lotz & Giannuario

Skoloff & Wolfe
Carlin & Ward
Brach, Eichler
Greenbaum, Rowe, Smith & Ravin
McCarter & English
Wells, Jaworski & Lieberman
Sweeney & Sheehan

MAJOR ASSIGNMENTS

Garden State Plaza Mall
Bernardsville Quarry
Allendale Industrial Park
Hilton Hotel - Parsippany
Merrill Creek Reservoir
Short Hills Village Apartments
Tosco's Autoland Dealership
The Hills Development
Novartis Pharmaceuticals
Lanidex Office Park
Port Liberte' Development
Trump Plaza Casino & Hotel
Mediterranean Towers West
GAF Chemical Plant - Linden
Parsippany Hilton Hotel
Gill St. Bernards School
Princeton Forrestal Village
Twin Brooks G&CC
Chilton Towers - Elizabeth
Hamburg Quarry

Palmer Square - Princeton
AT&T World Headquarters
Glenpointe Hotel & Office Complex
Crestmont Golf & CC
Forest Hills Condominiums
Maplewood Golf and CC
Garrett Mountain Office Park
Madison Hotel-Morris Twp
Rockaway Valley Country Club
Cedar Hill Country Club
Mayfair Farms Catering Facility
Claridge Casino & Hotel
Sands Hotel & Casino
Carolier Bowling Center
Dwight Englewood School
St.Barnabas Hospital
Freehold Raceway Mall
Copper Hill G&CC
Hudson Mall - Jersey City
Prospect Heights Nursing Home

DEVELOPERS & CORPORATIONS

Mack-Cali Company
Bukiet Properties
Six Flags Great Adventure
Prudential Realty Corp
Verizon Corp
Siemens Corporation
Shackamaxon Country Club
Cronheim Companies
Laurel Hill Cemetery
Exxon-Mobil Corporation
Vornado Corporation
Midas Realty Corporation
U-Haul Real Estate Company
Bell Atlantic Mobile System
The Heller Group
Kushner Companies
at&t
Newark Airport Holiday Inn
Garden Homes
Legow Management

MUNICIPALITIES & GOVERNMENT AGENCIES

Borough of Ramsey
Borough of Morris Plains
Borough of Allendale
Borough of Bernardsville
Borough of Closter
Borough of Ridgefield
Borough of HoHoKus
Borough of Mendham
Borough of Carlstadt
Borough of Midland Park
Borough of Lopatcong
NJ-Green Acres
N.J. D.E.P.
N.J. H.M.F.A
Morris Cty. Bd. of Freeholders
NJ Transit
Internal Revenue Service (IRS)
NJ DOT

Borough of Kinnelon
Borough of Netcong
Borough of Saddle River
Borough of Upper Saddle River
Township of East Hanover
Township of Rockaway
Township of Boonton
Township of Millburn
Township of Freehold
Township of Lyndhurst
Township of Chester
Township of Fredon
Township of Mount Olive
Township of Wantage
Sussex County Bd of Free.
Freddie Mac
Federal Deposit Insurance Corp
NJ Meadowlands

Twp. of Parsippany Troy Hills
Township of Denville
Township of Jefferson
Township of Rockaway
Township of Hanover
Township of Montville
Township of Bridgewater
Township of Long Hill
Borough of Teterboro
Township of Montvale
Township of Harmony
Township of Secaucus
Township of Roxbury
Township of Wayne
Hunterdon Cty Bd of Freeholders
Warren Cty Bd of Freeholders
General Services Administration
Morris County Board of Freeholders

rev 2/2020

BBG



Third-party reports by a true third party.

BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 35 offices across the country serving more than 2,700 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning
- + ALTA Surveys

 VALUATION

 ADVISORY

 ASSESSMENT

 ZONING

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal Services Agreement and are incorporated fully therein, and shall apply to any appraisal reports, contract or orders into which they are incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report.
3. "Appraisal Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means the appraisal or consulting report(s) prepared by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Essex County, New Jersey for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal Services Agreement, this Appraisal, or any information or opinions contained therein, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the Appraisal was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective Appraisal unless the Appraisal was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal Services Agreement, the Appraisal, or any information or opinions contained therein.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to the Appraisal are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you a Client, and use of BBG, Inc.'s product by third parties shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc. for this Appraisal.

D) Confidentiality

The parties agree that (i) this Appraisal Services Agreement and the terms contained herein, (ii) valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the Site of whatever nature made available to either party by the other (including BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from

disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
 - f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in

compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
 - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
 - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
 - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
 - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
 - l) BBG, Inc. is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraiser is not qualified to detect such substances. The Client is urged to retain an expert in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
 - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.

- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.



July 7, 2021

Township of West Orange c/o
Robert Beckelman, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, NJ 07095

Re: Valuations of:

- Parcel 1** – Block 115, Lot 15, Block 116.01, Lot 12, Block 61, Lot 21, Block 64, Lots 28 & 30 and Block 64, Lots 32,33,34,34.01 West Orange, NJ (5 Appraisal Reports)
- Parcel 2** – Block 116.02, Lot 1.01, West Orange, NJ (1 Appraisal Report)
- Parcel 3** – Block 63, Lots 25, 36, 37, 38, 39 & 41 and Block 64, Lot 42.02, West Orange, NJ (2 Appraisal Reports)
- Parcel 4** – Block 64, Lots 3.02; Block 49, 49.01 and Block 64, Lot 38, West Orange, NJ (3 Appraisal Reports), West Orange, NJ
- Parcel 5** – Block 63, Lot 33.02, West Orange, NJ (1 Appraisal Report)
- Parcel 6** – Block 63, Lot 33.01, West Orange, NJ (1 Appraisal Report)
- Parcel 7** – Block 64, Lots 25 & 27, West Orange, NJ (1 Appraisal Report)
- Parcel 8** – Block 115, Lot 16.01 1 Lakeside, West Orange, NJ (1 Appraisal Report)

Dear Mr. Beckelman,

Pursuant to your client's request, we respectfully submit this fee proposal for valuation services. We are prepared to complete APPRAISAL REPORTS for the above captioned properties. The reports will develop an opinion as to the Fee Simple Market Values of the properties as of a current date. The Intended Use for the appraisal reports is for Good Faith Offers and or a proposed Eminent Domain-Condernation Proceedings.

The report will be prepared by **Louis S. Izenberg, MAI, SRA** and office support staff in accordance with the Uniform Standards of Appraisal Practice (USPAP – 2-2(a) of the Appraisal Foundation and the Standards of Professional Practice (SPP) of the Appraisal Institute and the Code of Professional Ethics (CPE) of the Appraisal Institute.

APPRAISAL REPORT FEES: \$40,000.00

Parcel 1 \$10,000	Parcel 4 \$5,500	Parcel 7 \$3,500
Parcel 2 \$5,000	Parcel 5 \$3,000	Parcel 8 \$3,500
Parcel 3 \$6,500	Parcel 6 \$3,000	

NEW JERSEY
P + 973.515.4700
205 MAIN STREET
+ PO BOX 255
CHATHAM, NJ 07928

BBGRES.COM

VALUATION + ADVISORY + ASSESSMENT + ZONING

July 7, 2021

Page 2 of 2 – Appraisals Fee Proposal

Completion & Delivery:

The appointed Township Attorney will send out the Certified Letters/ Notices to Inspect to the properties to the owners and/or property representatives. The completion and delivery dates for the appraisals will commence with formal, legal access to the properties.

Parcels 1 & 2 can be completed within 30 days from access. Parcels 3 & 4 can be completed within 30 days from access and Parcels 5, 6 & 7 can be completed within 30 days from access. All reports require formal municipal authorization to proceed in writing.

Payment Schedule:

No retainer payment is required. Full payment is due to BBG within 30 days of delivery of the appraisal reports to the appointed attorney for West Orange. **Please make your checks payable to BBG.**

Reports:

All reports will be delivered electronically (PDF) along with one (1) hard un-bound original appraisal report.

Additional Fees:

Conferences, depositions, report modifications, additional properties, report updates, legal support, mutually agreed upon revisions, additional valuation dates, valuation scenarios and/or Commissioner Hearings and Superior Court testimony will be billed at \$450.00 per hour for Louis S. Izenberg, MAI after submission of the finalized appraisal reports.

For your review, I have attached my professional qualifications and partial client listings. Additional information concerning my firm is also available at www.BBGres.com . Thank you for the opportunity to be of service to you. Please feel free to contact me if you have any questions.

Sincerely,

Louis S. Izenberg, MAI, SRA

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

AUTHORIZED TO PROCEED in accordance with this proposal.

By: _____
Signature

By: _____
Print Name

Date



Louis S. Izenberg, MAI, SRPA, SRA

Managing Director – Lead Litigation Support

Office: 973-515-4700

Cell: 201-400-6365

lizenberg@bbgres.com

PROFILE

Louis Izenberg is Managing Director at BBG Inc. in the New Jersey office, formerly known as Izenberg Appraisal Associates. He has been providing appraising and consulting services since 1977 with a concentration in litigation. His practice is diversified encompassing the valuation and evaluation of commercial, industrial, special purpose and large complex residential projects.

Mr. Izenberg's experience includes subdivision analysis, feasibility studies, regional and community shopping centers, malls, office buildings, manufacturing and warehouse properties, apartment complexes, cooperative buildings, mobile home parks, adult health care facilities, quarries, hotels/motels, casinos and golf & country clubs.

PROFESSIONAL AFFILIATIONS

Appraisal Institute Designations:

- MAI
- SRPA
- SRA
- Past Board of Directors- Metro NJ of the Appraisal Institute
- Past Regional Member- Review and Council Committee, Region VI- Appraisal Institute

General Certified Appraiser:

State of New Jersey (License No. 42RG-22400)

State of New York (License No. 46000026825)

Licensed Real Estate Salesman, New Jersey

COURSEWORK

Appraisal Institute:

- Standards of Professional Practice
- Real Estate Appraisal Principles
- Basic Valuation Procedures
- Capitalization Theory & Techniques (A)
- Capitalization Theory & Techniques (B)
- Case Studies in Real Estate Valuation
- Valuation Analysis & Report Writing
- Course 101 - Intro. to Appraising Real Property
- Course 102 - Applied Residential Valuation
- Course 201 - Income Property Valuation
- Course 202 - Applied Income Property Valuation

EDUCATION

- Fairleigh Dickinson University, Bachelor of Arts
- Wroxton College, Oxford, England

Qualified Expert Witness:

- Tax Court of New Jersey
- Superior Courts of New Jersey and Pennsylvania
- U.S. Bankruptcy Courts
- Various County Tax Boards
- Various Condemning Authorities

PARTIAL LIST OF CLIENTS

BANKS AND FIDUCIARY AGENCIES

To Be Provided Upon

LAW FIRMS

Waters, McPherson & McNeill
Chiesa Shahinian & Giantmasi
Weiner Lesniak
Epstein & Gioia
DeCotiis & Pinto
Cole Schotz
Budd Lerner

McElroy, Deutsch
Courter, Kobert
Stern, Lavinthal, Norgaard
Chasen Leyner & Lamparello
Einhorn Harris, Asher
Inglesino, Webster, Wyciskala
Garippa, Lotz & Giannuario

Skoloff & Wolfe
Carlin & Ward
Brach, Eichler
Greenbaum, Rowe, Smith & Ravin
McCarter & English
Wells, Jaworski & Lieberman
Sweeney & Sheehan

MAJOR ASSIGNMENTS

Garden State Plaza Mall
Bernardsville Quarry
Allendale Industrial Park
Hilton Hotel - Parsippany
Merrill Creek Reservoir
Short Hills Village Apartments
Tosco's Autoland Dealership
The Hills Development
Novartis Pharmaceuticals
Lanidex Office Park
Port Liberte' Development
Trump Plaza Casino & Hotel
Mediterranean Towers West
GAF Chemical Plant - Linden
Parsippany Hilton Hotel
Gill St. Bernards School
Princeton Forrestal Village
Twin Brooks G&CC
Chilton Towers – Elizabeth
Hamburg Quarry

Palmer Square - Princeton
AT&T World Headquarters
Glenpointe Hotel & Office Complex
Crestmont Golf & CC
Forest Hills Condominiums
Maplewood Golf and CC
Garrett Mountain Office Park
Madison Hotel-Morris Twp
Rockaway Valley Country Club
Cedar Hill Country Club
Mayfair Farms Catering Facility
Claridge Casino & Hotel
Sands Hotel & Casino
Carolier Bowling Center
Dwight Englewood School
St.Barnabas Hospital
Freehold Raceway Mall
Copper Hill G&CC
Hudson Mall – Jersey City
Prospect Heights Nursing Home

DEVELOPERS & CORPORATIONS

Mack-Cali Company
Bukiet Properties
Six Flags Great Adventure
Prudential Realty Corp
Verizon Corp
Siemens Corporation
Shackamaxon Country Club
Cronheim Companies
Laurel Hill Cemetery
Exxon-Mobil Corporation
Vornado Corporation
Midas Realty Corporation
U-Haul Real Estate Company
Bell Atlantic Mobile System
The Heller Group
Kushner Companies
at&t
Newark Airport Holiday Inn
Garden Homes
Legow Management

MUNICIPALITIES & GOVERNMENT AGENCIES

Borough of Ramsey
Borough of Morris Plains
Borough of Allendale
Borough of Bernardsville
Borough of Closter
Borough of Ridgefield
Borough of HoHoKus
Borough of Mendham
Borough of Carlstadt
Borough of Midland Park
Borough of Lopatcong
NJ-Green Acres
N.J. D.E.P.
N.J. H.M.F.A
Morris Cty. Bd. of Freeholders
NJ Transit
Internal Revenue Service (IRS)
NJ DOT

Borough of Kinnelon
Borough of Netcong
Borough of Saddle River
Borough of Upper Saddle River
Township of East Hanover
Township of Rockaway
Township of Boonton
Township of Millburn
Township of Freehold
Township of Lyndhurst
Township of Chester
Township of Fredon
Township of Mount Olive
Township of Wantage
Sussex County Bd of Free.
Freddie Mac
Federal Deposit Insurance Corp
NJ Meadowlands

Twp. of Parsippany Troy Hills
Township of Denville
Township of Jefferson
Township of Rockaway
Township of Hanover
Township of Montville
Township of Bridgewater
Township of Long Hill
Borough of Teterboro
Township of Montvale
Township of Harmony
Township of Secaucus
Township of Roxbury
Township of Wayne
Hunterdon Cty Bd of Freeholders
Warren Cty Bd of Freeholders
General Services Administration
Morris County Board of Freeholders

rev 2/2020

BBG



BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 35 offices across the country serving more than 2,700 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

THE BBG DIFFERENCE

National Footprint. BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

Customer-focused Growth. BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

Qualified Team. Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

Unbiased Independence. By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

Innovative Technology. BBG has made significant analytics and IT investments to continually improve our data and report quality.

SERVICES

Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support

Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning
- + ALTA Surveys

 VALUATION

 ADVISORY

 ASSESSMENT

 ZONING

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal Services Agreement and are incorporated fully therein, and shall apply to any appraisal reports, contract or orders into which they are incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report.
3. "Appraisal Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means the appraisal or consulting report(s) prepared by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Essex County, New Jersey for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

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Client hereby agrees to indemnify, defend, protect and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal Services Agreement, the Appraisal, or any information or opinions contained therein.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to the Appraisal are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you a Client, and use of BBG, Inc.'s product by third parties shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc. for this Appraisal.

D) Confidentiality

The parties agree that (i) this Appraisal Services Agreement and the terms contained herein, (ii) valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the Site of whatever nature made available to either party by the other (including BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from

disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
 - f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in

compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
 - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
 - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
 - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
 - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
 - l) BBG, Inc. is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraiser is not qualified to detect such substances. The Client is urged to retain an expert in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
 - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.

- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.

R E S O L U T I O N

WHEREAS, by Resolution No. 195-20 dated October 6, 2020, the Township Council awarded the Contract Street Improvements 2020 Phase I to Reggio Construction, Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$2,225,520.94; and

WHEREAS, the work under this contract included street improvements consisting predominantly of curb, sidewalk, driveway aprons, drainage and pavement milling and resurfacing to Municipal Streets; and

WHEREAS, the Municipal Engineer desired to extend the limits of this project to include Roosevelt Avenue from Belle Terre Road to the dead end at Route 280 and Wessman Drive; and

WHEREAS, by Resolution No. 185-21 dated July 13, 2021 the Township Council approved Change Order No. 1 for this contract with Reggio Construction, Inc., in the amount of \$218,750.00; and

WHEREAS, the total funds appropriated through Change Order No. 1 is \$2,444,270.94; and

WHEREAS, the Municipal Engineer desires to extend the work in this project to include Brook Place and a portion of Mt. Pleasant Place; and

WHEREAS, the Municipal Engineer by letter dated October 6, 2021 recommends additional funding in the amount of \$221,000.00 for the additional two streets which will bring the total authorized amount for this contract to \$2,665,270.94; and

WHEREAS, sufficient funds exist for this additional work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 2 for the project Street Improvements, 2020 Phase I with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, NJ 07650 in the amount of \$221,000.00 or 19.76 percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$2,666,270.94.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Adopted: October 12, 2021

I hereby certify funds are available

John Gross, Chief Financial Officer

Cindy Matute – Brown, Council President

ACCT NO. 03 2610 20 0500 110
2020 Capital Budget
Road Improvements
\$221,000.00



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

October 6, 2021

CHANGE ORDER NO. 2

PROJECT: STREET IMPROVEMENTS, 2020 PHASE I

CONTRACTOR: REGGIO CONSTRUCTION, INC.
416 E. CENTRAL BOULEVARD
PALISADES PARK, NJ 07650

Original Contract Amount	\$2,225,520.94
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Change Order No. 1

Total	\$218,750.00
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Adjusted Contract Amount Through Change Order No. 1	\$2,444,270.94
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Percent Increase in Contract	9.83%
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Change Order No. 2

Brook Place and Mt. Pleasant Place (Portion) 1300 LF@ \$170 per linear foot	\$221,000.00
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Adjusted Contract Amount Through Change Order No. 2	\$2,665,270.94
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Percent Increase in Contract Through Change Order No. 2	19.76%
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Reason for Change Order and Increase

Add Brook Place and a portion of Mt. Pleasant Place to the contract

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. 262-21 dated October 12, 2021 of the West Orange Township Council.

R E S O L U T I O N

WHEREAS, by Resolution No. 66-21 dated April 20, 2021, the Township Council awarded the Contract Street Improvements 2020 Phase II to Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110 in the amount of \$2,091,766.75; and

WHEREAS, the work under this contract included street improvements consisting predominantly of curb, sidewalk, driveway aprons and pavement milling and resurfacing to thirteen (13) Municipal Streets or parts thereof; and

WHEREAS, the Municipal Engineer desired to extend the limits of this project to include Redwood Avenue, Woodland Avenue to Ellis Street, and Ellis Street; and

WHEREAS, by Resolution No. 183-21 dated July 13, 2021 the Township Council approved Change Order No. 1 for this contract with Cifelli & Son General Contracting, in the amount of \$216,000.00; and

WHEREAS, the total funds appropriated through Change Order No. 1 is \$2,307,766.75; and

WHEREAS, the Municipal Engineer desires to extend the work in this project to include Skyline Drive; and

WHEREAS, the Municipal Engineer by letter dated October 6, 2021 recommends additional funding in the amount of \$162,000.00 to complete the work for the additional street which will bring the total authorized amount for this contract to \$2,469,766.75; and

WHEREAS, sufficient funds exist for this additional work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 2 for the project Street Improvements, 2020 Phase II with Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110 in the amount of \$162,000.00 or an 18.07

percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$2,469,766.75.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Adopted: October 12, 2021

I hereby certify funds are available

John Gross, Chief Financial Officer

Cindy Matute – Brown, Council President

ACCT NO. 03 2610 20 0500 110
2020 Capital Budget
Road Improvements
\$162,000.00



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

October 6, 2021

CHANGE ORDER NO. 2

PROJECT: STREET IMPROVEMENTS, 2020 PHASE II

CONTRACTOR: CIFELLI & SON GENERAL CONTRACTING
81 FRANKLIN AVENUE
NUTLEY, NJ 07110

Original Contract Amount \$2,091,766.75

Change Order No. 1

Total \$216,000.00

Adjusted Contract Amount \$2,307,766.75
Through Change Order No. 1

Percent Increase in Contract 10.33%
Through Change Order No. 1

Change Order No. 2
Skyline Drive Improvement
1200 Linear Feet @ \$135 per linear foot \$162,000.00

Adjusted Contract Amount \$2,469,766.75
Through Change Order No. 2

Percent Increase in Contract 18.07%
Through Change Order No. 2

Reason for Change Order and Increase

Adding additional street, Skyline Drive which is adjacent to Parson Drive and Rand Drive which are included in the contract.

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. 263-21 dated October 12, 2021 of the West Orange Township Council.

RESOLUTION AUTHORIZING THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY TO ISSUE ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,500,000 TO FUND A PORTION OF THE PROJECT COSTS RELATED TO THE ESSEX GREEN EXECUTIVE DRIVE REDEVELOPMENT PROJECT

WHEREAS, the Mayor and Township Council (the “**Governing Body**”) of the Township of West Orange, in the County of Essex, State of New Jersey (the “**Township**”), adopted Resolution 249-20 on December 15, 2020 designating, Block 155, Lots 40.02 (100 Executive Drive), 41.02 (10 Rooney Circle), and 42.02 (200 Executive Drive) as a non-condemnation “area in need of redevelopment” (the “**Redevelopment Area**”) pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”); and

WHEREAS, in accordance with the Redevelopment Law, the Township adopted Ordinance 2632-21 on February 9, 2021 enacting a redevelopment plan for the Redevelopment Area entitled “Executive Drive – Rooney Circle Redevelopment Plan” (as further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, Green Essex Partners Urban Renewal, LLC (the “**Redeveloper**”) is the contract purchaser of Block 155, Lots 40.02 and 42.02 (the “**Property**”) and, as such, submitted a proposal to the Township to be designated by the Township as redeveloper for the Property; and

WHEREAS, Block 155, Lot 41.02 is owned by West Orange Office Executive Park, LLC (“**WOOEP**”); and

WHEREAS, the Township evaluated the Redeveloper's proposal and adopted Resolution 38-21 on February 23, 2021 designating the Redeveloper as conditional redeveloper for the Property; and

WHEREAS, the Entity proposes the redevelopment of the Property including; (1) demolition of all existing improvements on the Property, (2) merge Lots 40.02 and 42.02, (3) design, develop, finance, construct, operate and maintain a residential development consisting of one 4-story building with a basement wrapped around a 4-story parking deck and three additional 4-story buildings with basements with surface parking and individual parking garages, containing up to 425 rental apartments (approximately 164 one-bedroom units, 246 two-bedroom units, and 15 three-bedroom units), including up to 64 affordable units (not less than 15 percent of the total number of units constructed) and 361 market rate units subject to Governmental Approvals, (4) amenity space including a pool, landscaped courtyard and various on grade landscaped park areas, (5) construction and conveyance to the Township of a Public Dog Park, (6) construction of Library Improvements, (7) conveyance to the Township of Lot 41.02, and (8)

construction of all necessary on- and off-site Infrastructure Improvements, all as set forth in the Redevelopment Agreement (as hereinafter defined) (the “**Project**”); and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, and to designate the Redeveloper as the redeveloper of the Property, the Township and the Redeveloper entered into a Redevelopment Agreement, dated March 10, 2021 (as may be amended and supplemented from time to time, the “**Redevelopment Agreement**”); and

WHEREAS, to defray some of the costs of the Project, including (i) certain infrastructure improvements in and around the Property, including without limitation, utilities, roadways, pathways, sidewalks, and public rights of way (the “**Infrastructure**”); (ii) the construction of a public dog park for use by all residents of the Township; (iii) contributions toward construction of a Township public library, and (iv) the payment of fees and costs incurred by the Township in connection with the financing of items (i) through (iii), including costs of issuing one or more series of redevelopment area bonds (items (i) - (iv) collectively referred to as the “**Developer Obligations**”), thereby making the Project viable, the Township will issue the hereinafter defined Bonds in one or more series in an aggregate principal amount not to exceed \$4,500,000 pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”); and

WHEREAS, the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “**Exemption Law**”) and the RAB Law authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the Redeveloper to the Township; and

WHEREAS, the Township and Redeveloper entered into a financial agreement dated March 10, 2021 (the “**Financial Agreement**”), pursuant to which the Property and Project’s improvements will be exempt from taxation and the Redeveloper will pay, in lieu of real property taxes, an annual service charge to the Township; and

WHEREAS, the Township, in furtherance of the purposes of the Redevelopment Law and the RAB Law and to assist in financing a portion of the costs of the Project, proposes to issue its non-recourse Redevelopment Area Bonds in one or more series in a total amount not to exceed \$4,500,000 (the “**Bonds**”), to be secured by a pledge of the Pledged Annual Service Charge payable under the Financial Agreement; and

WHEREAS, the Bonds shall not be in any way a debt or liability of the Township and neither the full faith and credit nor taxing power of the Township shall be pledged to the payment of the principal or redemption price, if any, of or interest on the Bonds.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Redevelopment Law and the RAB Law, the Township hereby determines to finance the Developer Obligations through the issuance of the Bonds. The Bonds are hereby authorized to be issued in the aggregate principal amount not to exceed \$4,500,000. The Bonds shall be issued

in one or more series, shall be dated, shall bear interest at such rates of interest, and shall be payable as to principal, interest and premium, if any, as shall be specified therein and in the Bond Agreement (as hereinafter defined). The Bonds shall be issued in the form, shall mature, shall be subject to redemption prior to maturity, and shall have such other details and provisions as are prescribed by the Bond Agreement.

Section 2. Bonds to Constitute Special Limited Obligations. The Bonds shall be special limited obligations of the Township, payable solely out of the Pledged Annual Service Charge payable pursuant to the Financial Agreement. The payment of the principal of, premium, if any, and interest on each series of Bonds shall be secured by a pledge and assignment of the Pledged Annual Service Charge payable pursuant to the Financial Agreement, as set forth in the Bond Agreement. Neither the members of Township Council nor any person executing the Bonds issued pursuant to this resolution, the Redevelopment Law and the RAB Law shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds shall not be in any way a debt or liability of the Township. Neither the full faith and credit nor taxing power of the Township is pledged to the payment of the principal or redemption price, if any, of or interest on the Bonds.

Section 3. Authorization of Bonds. (a) The Bonds shall mature no later than 30 years from the date of issuance and shall be issued in an aggregate principal amount not exceeding \$4,500,000. The Bonds shall bear interest at a rate or rates of interest which shall not exceed the maximum interest rates approved by the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs.

(b) The Mayor, Business Administrator and/or Chief Financial Officer (each an “**Authorized Officer**”) of the Township are each hereby authorized, if necessary, to execute and deliver, on behalf of the Township, one or more bond placement agreements, contracts of purchase, bond purchase agreements or sophisticated investor letters for the placement, sale, and purchase of the Bonds (collectively referred to herein as the “**Contract of Purchase**”), with one or more entities (the “**Purchaser(s)**”) designated by the Redeveloper and the Township, which may be a third party investor, an entity related to the Redeveloper, or an entity to be determined by a certificate of award (the “**Award Certificate**”) executed by an Authorized Officer, in consultation with legal counsel and a municipal advisor, the approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of one or more series of Bonds being sold. A copy of the Contract of Purchase, if any, shall be filed upon execution with the Township Clerk's office for the records of the Township.

Section 4. Execution and Authentication. The Bonds shall be executed and authenticated in accordance with the Bond Agreement and shall be issued in registered form qualifying for book entry registration or as otherwise set forth in the Bond Agreement.

Section 5. Delivery of Bonds. Following execution of the Bonds, the Authorized Officers are each hereby authorized to deliver the Bonds, if applicable, to the Trustee or paying agent for authentication and, after authentication, to deliver the Bonds to the Bond Purchasers against receipt of the purchase price or unpaid balance thereof.

Section 6. Approval of Offering Document. The distribution of one or more Limited Offering Memorandums or Official Statements in preliminary form, if any (the “**Preliminary Offering Document**”) relating to the Bonds (a draft of which shall be filed with the records of the Township) in connection with the marketing of each series of Bonds, and the distribution of a final Limited Offering Memorandum or Official Statement relating to each series of Bonds to the Purchasers of one or more series of Bonds (the “**Final Offering Document**” and together with the Preliminary Offering Document, the “**Offering Document(s)**”) is hereby authorized. The Authorized Officers are each hereby authorized to (i) determine to sell one or more series of Bonds in a private placement transaction without a Preliminary Offering Document or Final Offering Document, so long as the Purchasers sign a certificate to the effect, at a minimum, that it has reviewed all of the documentation it determines shall be necessary, desirable or convenient in order for it to make an informed decision, as an accredited investor, that it shall accept all of the risk of the transaction, including without limitation the risk of repayment of the principal of and interest on such series of Bonds, or alternatively (ii) approve the contents of one or more Preliminary Offering Documents with such changes therein and modifications thereto as counsel may advise and such Authorized Officer of the Township may approve. The Authorized Officers are each hereby authorized to approve the contents of the Offering Documents and to execute one or more Final Offering Documents on behalf of the Township, which Final Offering Documents shall be in substantially the form of the Preliminary Offering Documents with such changes therein (including the insertion of the redemption provisions and the initial interest rates for the Bonds) and supplements thereto as counsel may advise and the Authorized Officer of the Township executing the same may approve, such approval to be evidenced by such Authorized Officer’s execution thereof. The Authorized Officers are each hereby authorized to “deem final” one or more Preliminary Offering Documents for the marketing and sale of the Bonds and to execute and deliver one or more certificates to the Purchasers to such effect.

Section 7. Approval of Bond Agreement. The Bond Agreement for each series of the Bonds shall be in a form or forms approved by an Authorized Officer, including all instruments, certificates and documents to be attached thereto or executed in conjunction therewith, and the Authorized Officers are each hereby authorized to execute, acknowledge and deliver, and the Township Clerk or Deputy City Clerk are each hereby authorized to affix, imprint or reproduce and attest to the seal of the Township, and attest to the signatures of the Authorized Officers to the Bond Agreement for each series of Bonds, with such changes, additions, revisions, omissions, supplements and variations as the Township deems necessary after consultation with legal counsel to the Township, and the Authorized Officers executing the same may approve, such approval to be evidenced by their execution thereof.

Section 8. Incidental Action. The Authorized Officers are hereby authorized to execute and deliver such other papers, instruments, certificates, opinions, affidavits, agreements, and documents, and to take such other action as may be necessary or appropriate in order to carry out the purposes of this resolution, including effectuating the execution and delivery of the Bond Agreement and the issuance and sale of the Bonds, all in accordance with the foregoing sections hereof.

Section 9. Construction. In case any one of more of the provisions of this resolution, the Bond Agreement, the Contract of Purchase, the Offering Document or the Bonds issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not

affect any other provision of this resolution of the Bond Agreement, the Contract of Purchase, the Offering Document and the Bonds, and such documents shall be construed and enforced as if such illegal or invalid provision had not been contained herein and therein, as applicable.

Section 10. Effective Date. This resolution shall take effect immediately upon adoption.

Karen J. Carnevale, RMC, Municipal Clerk

Cindy Matute-Brown, Council President

Adopted: October 12, 2021

CERTIFICATION

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION AUTHORIZING THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY TO ISSUE ONE OR MORE SERIES OF NON-RECOURSE REDEVELOPMENT AREA BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,500,000 TO FUND A PORTION OF THE PROJECT COSTS RELATED TO THE ESSEX GREEN EXECUTIVE DRIVE REDEVELOPMENT PROJECT", is a copy of a resolution which was duly adopted by the Township Council of the Township at a meeting duly called and held on October 12, 2021 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such 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 within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this ____ day of October, 2021.

(SEAL)

KAREN J. CARNEVALE, Clerk
Township of West Orange

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Robert Hughey and Deborah Hughey (collectively the “Owners”) residing at 11 Tremont Avenue, Lot 83 Block 3 (the “Property”), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated October 5, 2005 and recorded in the Essex County Register’s Office January 18, 2006 in Book 11000, at Page 569 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Wells Fargo Home Mortgage in the outstanding amount of One Hundred Sixty-Nine Thousand Three Hundred Sixty-Two Dollars and Eight Cents (\$169,362.08) (the “First Mortgage”); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Rocket Mortgage LLC (“Rocket”) via Mortgage Electronic Registration Systems, Inc., as nominee for Rocket in the amount of Two Hundred Fifteen Thousand Dollars (\$215,000), and with an interest rate of 2.990% (the “New Mortgage”); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$385,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage and the Second Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to

execute a Subordination of Mortgage, annexed hereto as Attachment “**A,**” in favor of Rocket with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Subordination of Mortgage; and be it further

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

Karen J. Carnevale, RMC, Municipal Clerk

Cindy Matute-Brown, Council President

Adopted: October 12, 2021

Exhibit “A”

SUBORDINATION AGREEMENT

Loan No: 3483525145

This Agreement is made this ____ day of _____, 2021, by **Township of West Orange**, whose address is 66 Main St., West Orange, NJ 07652, (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$15,000.00 executed by **Robert and Deborah Hughey** (the "Borrower"), dated October 6, 2005 and recorded on January 18, 2006, in Book 11000, Page 569, in Instrument 6008027, in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 11 Tremont Ave, West Orange, NJ 07052-4424 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ:
Tax ID No.: Block 3 Lot 83

WHEREAS Rocket Mortgage, LLC intends to make a loan to the Borrower in a principal amount not to exceed \$215,000.00 and dated on or about _____, 2021, to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Rocket Mortgage, LLC, its successors and or assigns, covering the Property ("Rocket Mortgage Lien"), and

WHEREAS Rocket Mortgage, LLC will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Rocket Mortgage Lien, and

WHEREAS Lienholder intends that Rocket Mortgage Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Rocket Mortgage Lien.

Witnesses:

Signature _____

Printed Name _____

Signature _____

Printed Name _____

Lienholder Signature:

Lienholder: Township of West Orange

Printed Name _____

Title _____

STATE OF NEW JERSEY

ss

COUNTY O ESSEX

On _____, 2021 before me, (Notary Name), personally appeared (Lienholder Representative), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name (is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Notary Signature)
Notary Public, County of Essex, Acting in Essex County.
State of New Jersey
My commission expires _____

This instrument drafted by and after recording return to:
Danielle Thrasher
Rocket Mortgage, LLC
Subordination Dept.
615 W. Lafayette
Detroit, MI 48226

EMERGENCY RESOLUTION

WHEREAS, 275 Northfield Avenue (Block 81.01, Lot 1.02) consists of forty-four (44) apartments contained in a two-floor apartment building which is owned by Ronjelyn Realty & P.S. Realty (“Owner”) (the “Property”); and

WHEREAS, in the aftermath of Hurricane Ida a substantial failure occurred to the slope on the Property’s westly side; and

WHEREAS, the Owner retained various professionals including a contractor and public adjuster; and

WHEREAS, the Owner’s public adjuster attempted to contact three (3) engineering firms to determine the repairs necessary for the westerly slope; and

WHEREAS, on October 8, 2021, the Owner’s public adjuster contacted Langan Engineering conducted a site inspection;

WHEREAS, on October 11, 2021, the Mayor, Construction Official, Township Engineer and Owner received a letter indicating that “the Apartment Complex must be evacuated immediately . . .” due to the stability of the slope including a risk of “possible loss of life. . .”; and

WHEREAS, upon receipt of the Langan Engineering letter, the Mayor verbally invoked his emergency powers vested as Mayor; and

WHEREAS, the Township contacted the Owner to determine whether any immediate safety steps can be taken to alleviate the impact on the residents; and

WHEREAS, after determining that no immediate steps were possible to safeguard the residents, the Township determined that evacuation was necessary; and

WHEREAS, on October 11, 2021 and October 12, 2021, the Township Construction Official issued a Notice of Unsafe Structure in conformance with the Uniform Construction Code of the State of New Jersey directing that the structure be vacated immediately; and

WHEREAS, the Township OEM coordinated the evacuation on October 11, 2021; and

WHEREAS, the Township’s CERT Team were activated and assisted in the evacuation; and

WHEREAS, Laura Van Dyke, Housing Coordinator, contacted local hotels and obtained immediate housing for all residents interested in emergency assistance; and

WHEREAS, the Fire Department, the Police Department and the Health Department assisted in all respects; and

WHEREAS, additional steps will be necessary including the expenditure of funds which will sought for reimbursement from the Owner and other appropriate authorities;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange hereby authorizes the Township to incur necessary and emergent expenses to ensure the safety of the Property and assist the residents, and take all other necessary and appropriate steps to protect the public safety and health; and it is further

RESOLVED, that the Township shall exercise all efforts to recover any funds expended through FEMA and reimbursement from the Owner including but not limited to placement of liens on the Property.

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

Cindy Matute-Brown,
Council President

Adopted: October 12, 2021

I hereby certify funds are available from:
Account No.

John O. Gross, CFO

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 14.5 AND ESTABLISHING
CHAPTER 2, SECTION 14.9 OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE
(APPOINTMENT OF POLICE DEPARTMENT, OFFICERS AND PERSONNEL)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 2 of the Revised General Ordinances of the
Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to update the requirements for appointment to the West Orange Police Department for entry-level law enforcement positions. Pursuant to N.J.S.A. 11A:4-1.3(a), municipalities are authorized to hire entry level law enforcement officers without requiring the candidates to take the Civil Service Commission examination. Instead, under these alternate route appointments, a candidate is eligible for appointment by completing a full Basic Course for Police Officers training at a school approved and authorized by the New Jersey Training Commission. In addition, this ordinance also establishes a conflict of interest and nepotism policy governing which is also a requirement for a municipality to utilize the alternate route option for appointments.

**II. CHAPTER 2, SECTION 14.5 SHALL BE AND HEREBY IS AMENDED AND
SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

2-14.5 Appointment of Police Department, Officers and Personnel.

No person shall be appointed to the Police Department who is not qualified as provided in the New Jersey Statutes. The Mayor may also require that an applicant for appointment to the Police Department shall successfully complete a physical, mental and psychological examination.

- a. Each applicant shall comply with all of the laws of the State of New Jersey pertaining to qualifications of Police Officers. No person shall be given or accept a permanent appointment as a Police Officer in the Township unless such person has first been given a probationary or temporary appointment to such office for a period of not longer than one year or one year after the date of graduation from the Police Academy, whichever is longer, and has successfully completed a Police training course at a school approved and authorized by the Police Training Commission in the Department of Law and Public Safety of the State of New Jersey, pursuant to the provisions of N.J.S.A. 40A:14-118 et seq. Each candidate for appointment to the Police Department shall submit to such written and oral examination as may be prescribed by Civil Service, except that a candidate for an entry-level law enforcement position may be exempt from this requirement for examination by Civil Service pursuant to N.J.S.A. 11A:4-1.3(a) provided that they have successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the Police Training Commission. Each candidate for appointment to the Police Department shall also submit to a physical examination by a licensed practicing physician and/or an examination by a licensed psychologist of the State of New Jersey, designated for such purpose. The character and

scope of such examination shall be for the purpose of revealing the extent to which the applicant may be mentally, physically and otherwise qualified to perform his appropriate duties in the Department. Any applicant who shall fail to meet the physical qualifications as may be set up by the Appropriate Authority, or in the opinion of the examining physician is incapable of performing the duties of a Police Officer in a safe and efficient manner shall be ineligible for appointment to the Department.

- b. No person shall be appointed to the Police Department as a regular or probationary member unless that person shall at the time of making application be between the age of 18 and 35 years, except as provided by law in the case of veterans. The applicant shall be a citizen of the United States of America.
- c. Before any person shall be appointed as member of the Police Department, the Appointing Authority shall classify all the duly qualified applicants for the position or positions to be filled in the respective Departments, in accordance with N.J.S.A. 40A:14-123.10 in the following classes:
 - 1. Bona fide residents of the Township.
 - 2. Bona fide residents of the County of Essex.
 - 3. Bona fide residents of counties contiguous to the County of Essex.
 - 4. Other residents of the State of New Jersey.
 - 5. All other qualified applicants.
Within each such classification, duly qualified applicants who are veterans shall be accorded all such veterans' preferences as are provided by law. (Persons discharged from the service within six months prior to making application to the Township who fulfill the requirements of N.J.S.A. 40A:14-10.1, and who thereby are entitled to appointment notwithstanding their failure to meet the New Jersey residence requirement at the time of their initial application shall be placed in Class III.)
- d. In making such appointments, the Appointing Authority shall first appoint all those in Class I and those in each succeeding class in the order above listed, and shall appoint a person or persons in any such class only to a vacancy or vacancies remaining after all qualified applicants in preceding class or classes have been appointed or have declined an offer of appointment.
- e. The classes of qualified applicants defined in Subsection c above, shall be considered as separate and successive lists of eligibles, and the Civil Service Commission shall, when requested to certify eligibles for positions specified in this section, make such certifications from the classes separately and successively, and shall certify no person

from any such class until all persons in the preceding class or classes have been appointed or have declined offers of appointment.

- f. This section shall apply only to initial appointments and not to the promotional appointments of persons already members of the Police Department.
- g. In making temporary appointments, the Appointing Authority shall utilize the classifications set forth in Subsection c above, and shall classify accordingly all duly qualified applicants for the position or positions to be temporarily filled.
- h. For all purposes, residency must be continuously maintained from the closing date for application up to and including the date of appointment.

III. CHAPTER 2, SECTION 14.9 SHALL BE AND HEREBY IS HEREBY ESTABLISH AS FOLLOWS:

2-14.9 Hiring, promotion and supervision of officer.

- a. No family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act of a member of the Police Department shall be eligible for appointment to the Police Department. This policy does not apply to family members who are presently members of the Police Department.
- b. No members of the Police Department shall participate in any procedures related to the promotion, performance evaluation or discipline of a family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act.
- c. No members of the Police Department shall supervise or have supervisory authority over a family member, including a spouse; child; parent; sibling; grandparent; grandchild; father-in-law; mother-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepsibling; half-brother; half-sister; nephew; niece; first cousin; aunt; uncle; foster child; domestic partner or cohabitants as defined by the New Jersey Civil Union Act, except in cases of emergencies or emergency circumstances.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

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

VI. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**CINDY MATUTE BROWN,
COUNCIL PRESIDENT**

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

INTRODUCED: September 28, 2021

ADOPTED: October 12, 2021

Legislative History

The purpose of this ordinance is to update the requirements for appointment to the West Orange Police Department for entry-level law enforcement positions. Pursuant to N.J.S.A. 11A:4-1.3(a), municipalities are authorized to hire entry level law enforcement officers without requiring the candidates to take the Civil Service Commission examination. Instead, under these alternate route appointments, a candidate is eligible for appointment by completing a full Basic Course for Police Officers training at a school approved and authorized by the New Jersey Training Commission. In addition, this ordinance also establishes a conflict of interest and nepotism policy governing which is also a requirement for a municipality to utilize the alternate route option for appointments.

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[New Jersey Statutes Annotated](#)

[Title 11a. Civil Service \(Refs & Annos\)](#)

[Chapter 4. Selection and Appointment \(Refs & Annos\)](#)

N.J.S.A. 11A:4-1.3

11A:4-1.3. Exemption from civil service law enforcement examination requirement for entry-level enforcement officers; successful completion of full Basic Course for Police Officers course

Effective: August 4, 2021

[Currentness](#)

<Section effective on Aug. 4, 2021.>

a. The Civil Service Commission shall exempt from the requirement to take an examination for an entry-level law enforcement position a person who has successfully completed a full Basic Course for Police Officers training course at a school approved and authorized by the New Jersey Police Training commission.

b. The Civil Service Commission shall promulgate, pursuant to the “Administrative Procedure Act,” P.L.1968, c. 410 (C.52:14B-1 et seq.), rules and regulations and establish administrative processes that are reasonable, necessary, and consistent with the provisions of this act.

c. A municipal or county police department may hire a person, exempt from the requirement to take an examination for an entry-level law enforcement position pursuant to subsection a. of this section, upon adoption of an ordinance or resolution by the governing body authorizing such hiring by the police department and the adoption of a conflict of interest and nepotism policy.

Credits

[L.2021, c. 7, § 1, eff. Aug. 4, 2021.](#)

Editors’ Notes

2021 Electronic Update

GOVERNOR'S STATEMENT UPON SIGNING

Senate Bill No. 3220 (First Reprint)--L.2021, c. 7

Today I am signing Senate Bill No. 3220 (First Reprint), which allows an exemption from the Civil Service Commission ("CSC") Law Enforcement Examination requirement for entry-level law enforcement officers. The exemption only applies if a person demonstrates successful completion of a police training course approved by the New Jersey Police Training Commission. The bill allows a municipal or county police department to hire a person exempt from the requirement as long as there is a conflict of interest and nepotism policy in effect.

I commend the sponsors' goal of addressing diversity in police hiring. Among the various ways law enforcement officers are hired, the CSC has provided a Law Enforcement Examination in an effort to create a neutral, objective, and equitable means by which those who wish to serve this State through upholding our laws can establish candidacy to do so in civil service jurisdictions. Unfortunately, because of a multiplicity of factors, including the inability of some candidates to afford the privately run preparatory courses that give certain candidates an edge, these tests can sometimes yield eligibility lists that disproportionately reflect non-minority candidates at the top of the list.

This bill would allow, but not require, an appointing authority to hire a candidate based upon completion of a course that teaches and tests an array of qualities and skills necessary to become a successful law enforcement officer. This can serve as a particularly useful tool for localities seeking to expand the diversity of their police forces in instances where the test may have limited that option.

To that end, I am strongly urging municipalities and other hiring jurisdictions seeking to take advantage of the bill to financially sponsor promising candidates for course completion. Such a financial commitment would help avoid the skewed selection of only candidates who can afford to fund the basic course on their own, which too often excludes persons of color. I am also urging that appointing authorities refrain from using this option if it will perpetuate, rather than reduce, the disparity in the hiring of minority candidates.

Finally, I wish to note that the law provides the CSC broad authority to enforce the Civil Service Act and to issue regulations to effectuate its laudable purposes. My Administration is committed to creating a fairer New Jersey, and part of that commitment means ensuring equality among the ranks of our valued law enforcement officers. I would remind both appointing authorities and candidates seeking to utilize the option created by this bill that, once hired, these employees enjoy the full range of civil service protections, which will continue to be robustly enforced by my Administration.

For these reasons, and with these strong recommendations, I am signing Senate Bill No. 3220 (First Reprint) into law today.

Date: February 4, 2021

/s/ Philip D. Murphy

Governor

N. J. S. A. 11A:4-1.3, NJ ST 11A:4-1.3

Current with laws through L.2021, c. 130 and J.R. No. 3.

End of Document

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EMPLOYER CERTIFICATION

Applicant exemption from the requirement to take an examination for an entry-level law enforcement position

(Please Print or Type)

Applicant's Full Name:		Social Security Number:
Jurisdiction Name:		
Address:		
City:	State:	Zip:
Contact Person Name:		Telephone:
Contact Email Address:		Fax:

I certify that this appointment complies with all applicable State and Federal laws governing Equal Employment Opportunity.

I certify that the above named individual has successfully completed a full Basic Course for Police Officers ("BCPO") training course at a school approved and authorized by the New Jersey Police Training commission.

I certify that an ordinance or resolution has been adopted by the jurisdiction governing body which authorized the hiring of the above named individual and a conflict of interest and nepotism policy has been adopted pursuant to N.J.S.A. 11A:4-1.3.

Certifying Official Name and Title: (Please Print)

Signature of Certifying Official

Date

SUBMIT THIS FORM ALONG WITH:

1. A copy of the candidate's Police Training Commission Certificate
2. A copy of the ordinance or resolution authorizing the hiring
3. A copy of the jurisdiction's conflict of interest and nepotism policy
4. CAMPS New Hire Form

TO:

**NEW JERSEY CIVIL SERVICE COMMISSION
PO BOX 313, TRENTON, NEW JERSEY 08625-0313**

OR via email to: igs.support@csc.nj.gov

CONTACTING OUR OFFICE:

If you have inquiries regarding this application, please email:
igs.support@csc.nj.gov

NEW JERSEY CIVIL SERVICE COMMISSION USE ONLY

The applicant's information and required documentation verified

Authorized Signature

Date

New Hire – Exempt from entry-level law enforcement examination***JURISDICTION CODE*****EFFECTIVE DATE**

Transaction Codes: 02

MM/DD/YYYY

EMPLOYEE INFORMATION:

*Social Security Number	*First Name	MI	*Last Name	Suffix

***HOME ADDRESS**

*Street1		
Street2		
*City	*State	*Zip

EMPLOYEE ID JOB NO.

--	--

CAMP S Generated Codes – Enter only if known

Email Address	*Date of Birth	*Gender	*EEO Ethnic Code	Educ. Code
		☐ Female ☐ Male ☐ Non-Binary		

*US Citizen	Immigration Number	Driver's License Number	State of Issue	*Residency Code
☐ Yes ☐ No				

Comments

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APPOINTMENT INFORMATION:

* Transaction Code	*Appt. Type	*Title Code	*Title Name
	RLW		

*Jurisdiction Name	*Jurisdiction Department	License Code

*Comp. Method	Part Time %	*Essential Emp.	*Salary Range Minimum	*Salary Range Maximum
		☐ Yes ☐ No		

*Base Salary	Extra Salary	Max. Appt. Duration

* Work Week Hours	WTP Start Date	Special Legislation Citation	Canvassed List
		NJSA 11A:4-1.3	☐ Yes ☐ No

Comments

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AUTHORIZING SIGNATURES:

The Appointing Authority takes responsibility for informing the employee and accepts responsibility for the accuracy of this request.

Appointing Authority: I certify that the action requested conforms to Civil Service Commission Rules and Regulations. This request has been made in accordance with legal requirements. * Employer Certification must be attached.

SIGNATURE OF AA:	DATE:	TITLE:

FOR APPOINTING AUTHORITY USE:

X _____	X _____
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ALTERNATE ROUTE APPOINTMENTS

This is intended to set forth the requirements and procedures for recording an “alternate route” appointment to a law enforcement position, pursuant to *P.L. 2021, c. 7*.

TITLES INCLUDED:

Police Officer (municipal)
County Police Officer
Campus Police Officer Recruit
Police Officer Palisades Interstate Park
Police Officer Recruit Human Services
State Park Police Officer Trainee

PRE-REQUISITES

Must meet the requirements for the desired title.

Must have successfully completed the full Basic Course for Police Officers at a school approved and authorized by the New Jersey Police Training Commission.

Local jurisdiction must have an ordinance or *resolution* in place authorizing hiring under *P.L. 2021, c. 7*.

Local jurisdiction must have an ordinance or resolution in place preventing conflicts of interest/nepotism.

PROCEDURES

Any appointing authority wishing to make an appointment under this program must submit the Employer Certification, which certifies that all of the above pre-requisites have been met.

Copies of the applicable ordinances or resolution and the certificate of completion of the Basic Course for Police Officers must be attached to the Certification.

Appointments will be recorded in CAMPS with an “RLW” appointment type, which is subject to successful completion of a 12-month working test period.

Appointments under this program cannot be made in the presence of a special reemployment list.

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2661-21**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2021
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP
OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE
OF NEW JERSEY, APPROPRIATING \$15,236,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF**

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$15,236,000, including \$726,000 as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$15,236,000 appropriation not provided for by application hereunder of said down payments, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$14,510,000 pursuant to, and

within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$14,510,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are including, but not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Purchase of various vehicles and equipment for various Township facilities and departments, including, but not limited to, stage equipment, generators, key secure control units for vehicles, hydraulic tools, jaws of life, front end loader and backhoe;	\$685,000	\$652,380	\$32,620	10 years
(ii) Various façade and interior facility improvements to Township owned properties, including, but not limited to, 10 Rooney Circle, Township Firehouses, and Rock Spring Golf Club;	\$2,025,000	\$1,928,571	\$96,429	19 years
(iii) Purchase of information technology equipment for various Township Departments, including, but not limited to, printers/scanners, desktop computers, servers, computer hardware and software, upgrade of radio systems, upgrade security camera systems, and purchase and installation of mobile video antennas and video recorders;	\$1,376,000	\$1,310,476	\$65,524	7 years
(iv) Various outdoor facility improvements to Township owned properties and parks, including, but not limited to, upgrades of cart paths and traps and the installation of a new lighting detection system at Rock Spring Golf Course, replacement of	\$2,714,000	\$2,584,700	\$129,300	15 years

rubber surfaces at Liberty and Boland playgrounds, ballast upgrade on Colgate Field, resurfacing of O'Connor handball courts, and replacement of all pool plaster, tiles, deck drains and other miscellaneous improvements at the Township Pool;

(v) Roadway Improvements to the entire lengths or portions thereof to various roadways as more fully described on a list on file in the office of the Township Clerk, which list is hereby approved. Such roadway improvements shall also include, as applicable, replacement of various street signs, new LED high visibility signs, milling, construction, reconstruction, repairing, restriping and resurfacing of said roadways, streetscape improvements, drainage improvements to said roadways, and the repair, restoration or construction of or improvements to curbs, sidewalks, driveway aprons or handicapped accessible curb ramps along various roadways in the Township;	\$5,150,000	\$4,904,761	\$245,239	10 years
(vi) Renovations to the Boland Park pump station, purchase and installation of shade trees throughout the Township and various drainage improvements throughout the Township;	\$1,300,000	\$1,238,095	\$61,905	30 years
(vii) Purchase of various vehicles, including, but not limited to, non-passenger vehicles, fire engine, box trucks, utility trucks, dump trucks, pick-up trucks with spreaders and plows, tandem axle roll offs and buses;	\$1,986,000	\$1,891,017	\$94,983	6.63 years

TOTALS	\$15,236,000	\$14,510,000	\$726,000	
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(b) The above improvements and purposes set forth in Section 3(a) shall also include, as applicable, surveying, construction planning, engineering and design work,

preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$14,510,000.

(d) The aggregate estimated cost of said improvements or purposes is \$15,236,000, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor, is the aggregate down payments for said purposes in the amount of \$726,000.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable, for the Township. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or

temporary capital budget of the Township, a revised capital or temporary capital budget for the Township has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Township may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of said bonds authorized by this bond ordinance, is 13.08 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$14,510,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$3,000,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein have been or are reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the Township, or any member of the same “Controlled Group” as the Township, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to its budget or financial policies with respect to any expenditures to be reimbursed. This Section 9 is intended to be and hereby is a declaration of the Township’s official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended of the interest on all tax-exempt bonds and notes issued under this ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into an appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: October 12, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: October 26, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**ROBERT D. PARISI, Mayor
Township of West Orange**

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

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on October 12, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council of the Township to be held on October 26, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$15,236,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

Purpose(s): The Bond Ordinance provides for various Capital Improvements consisting of, among other things, (i) purchase of various vehicles and equipment for various Township facilities and departments; (ii) various improvements to 10 Rooney Circle, Township Firehouses, and Rock Spring Gold Club; (iii) purchase of intellectual technology equipment for various Township Departments; (iv) outdoor and equipment improvements to Rock Spring Gold Club, Liberty and Boland playgrounds, Colgate Field, O'Connor handball courts and the Township Pool, (v) roadway improvements to the entire lengths or portions of various roads located in the Township; (vi) renovations to Boland Park pump station, purchase and installation of shade trees and various drainage improvements throughout the Township; and (vii) purchase of non-passenger vehicles and a fire engine for various Township departments. See the full text of the bond ordinance for the entire descriptions of the improvements.

Appropriation: \$15,236,000

**Bonds/Notes
Authorized:** \$14,510,000

Down Payment: \$726,000

**Average Useful
Life:** 13.08

Section 20 Costs: \$3,000,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on October 26, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$15,236,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

Purpose(s): The Bond Ordinance provides for various Capital Improvements consisting of, among other things, (i) purchase of various vehicles and equipment for various Township facilities and departments; (ii) various improvements to 10 Rooney Circle, Township Firehouses, and Rock Spring Gold Club; (iii) purchase of intellectual technology equipment for various Township Departments; (iv) outdoor and equipment improvements to Rock Spring Gold Club, Liberty and Boland playgrounds, Colgate Field, O'Connor handball courts and the Township Pool, (v) roadway improvements to the entire lengths or portions of various roads located in the Township; (vi) renovations to Boland Park pump station, purchase and installation of shade trees and various drainage improvements throughout the Township; and (vii) purchase of non-passenger vehicles and a fire engine for various Township departments. See the full text of the bond ordinance for the entire descriptions of the improvements.

Appropriation: \$15,236,000

**Bonds/Notes
Authorized:** \$14,510,000

Down Payment: \$726,000

**Average Useful
Life:** 13.08

Section 20 Costs: \$3,000,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 12, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 26, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on October 12, 2021 and finally adopted on October 26, 2021.

2. After introduction, the bond ordinance was published as required by law on October __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of October 12, 2021, that such Supplemental Debt Statement was filed in my office on or by October 12, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

“BOND ORDINANCE PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$15,236,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF”,

there was available as a down payment for the purposes authorized by said bond ordinance \$726,000 by a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

JOHN GROSS,
Chief Financial Officer

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2662-21**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION
OF VARIOUS PROPERTIES PURSUANT TO THE
DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, STATE OF NEW JERSEY; APPROPRIATING
\$7,000,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, *et seq.*) (the “LRHL” or “Redevelopment Law”), the Township Council (the “Township Council”) of the Township of West Orange, in the County of Essex, State of New Jersey (the “Township”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” in accordance with N.J.S.A. 40A:12A-6(b); and

WHEREAS, on February 9, 2003, the Township Council of the Township adopted by ordinance the Downtown Redevelopment Plan, pursuant to the Redevelopment Law (the “Original Redevelopment Plan”; and

WHEREAS, the Original Redevelopment Plan has been amended by the “First Amendment,” adopted August 15, 2006, the “Second Amendment,” adopted March 6, 2007, the “Third Amendment,” adopted in 2010 and, most recently, the “Fourth Amendment,” adopted on September 14, 2021 (collectively, the “Redevelopment Plan”); and

WHEREAS, pursuant to Section 7(a)(4) of the Redevelopment Law, the Redevelopment Plan identifies various properties described in “Schedule A” attached

hereto (collectively, the “Properties”), including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon, to be acquired in connection with implementation of the Redevelopment Plan; and

WHEREAS, the Council has determined that it is necessary to acquire the Properties in furtherance of the Redevelopment Plan, as authorized under the Redevelopment Law; and

WHEREAS, in order to finance the acquisition of a portion of the Properties and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties, on September 14, 2021, the Council adopted Bond Ordinance Number 2651-21 appropriating and authorizing the issuance of general obligation bonds or notes in one or more series in an aggregate principal amount of not to exceed \$13,000,000 pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”) and the Redevelopment Law

WHEREAS, in order to finance the acquisition of the remainder of the Properties and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties (collectively, the “Project”), the Council desires to issue additional general obligation bonds or notes in one or more series in an aggregate principal amount of not to exceed \$7,000,000 pursuant to the Local Bond Law and the Redevelopment Law.

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township. For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$7,000,000. Pursuant to the provisions of N.J.S.A. 40A:12A-37(c)(2) of the Redevelopment Law, notwithstanding the provisions of Section 11 of the Local Bond Law, no down payment is required as this bond ordinance authorizes obligations for the purpose of aiding a redevelopment project located in the Township.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$7,000,000 appropriation, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$7,000,000 pursuant to, and within the limitations prescribed by, the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in the principal amount not exceeding \$7,000,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued is to finance the Project, which

includes the acquisition of, and the payment of the purchase price for, a portion of the Properties identified in the Redevelopment Plan and described in "Schedule A" attached hereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties, including all work and materials necessary therefore and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$7,000,000.

(c) The estimated cost of said improvement or purpose is \$7,000,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any

contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law and the Redevelopment Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and, if applicable, accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized

herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services and is on file with the Township Clerk.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) Pursuant to N.J.S.A. 40A:12A-37(c), the obligations authorized herein shall mature in annual installments commencing not more than two (2) and ending not more than forty (40) years from the date of issuance.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$7,000,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

(e) The obligations of the Township authorized by this bond ordinance shall bear interest at a maximum rate of not to exceed six (6.00%) per centum per annum, without further authorization of the Township Council, which authorization may be by resolution.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township

shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The Township is hereby authorized to acquire and purchase the Properties and to negotiate an agreement or agreements of sale for the acquisition via negotiated purchase or condemnation of said Properties, including, but not limited to, deed for the conveyance of the Properties, preparation, submission and implementation of a workable relocation assistance plan (“WRAP”) in connection with providing relocation assistance, if applicable, pursuant to N.J.S.A. 20:4-1, et seq., N.J.S.A. 52:31B-1, et seq. and N.J.A.C. 5:11, and Verified Complaint, Declaration of Taking, and any other necessary documents for eminent domain proceedings for the Properties in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq. The Mayor, Business Administrator, Chief Financial Officer, Township Attorney and Township Clerk are each hereby authorized, as applicable, to negotiate, approve, execute, attest, deliver and perform said agreement or agreements of sale and any and all documents necessary to acquire said Properties.

SECTION 11. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 11 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18)

months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 12. If tax-exempt bonds or notes are issued under this bond ordinance, the Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on such tax-exempt bonds and notes issued under this bond ordinance.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: October 12, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: October 26, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**ROBERT D. PARISI, Mayor
Township of West Orange**

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

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on October 12, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council to be held on October 26, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF VARIOUS PROPERTIES PURSUANT TO THE DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$7,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the acquisition of and the payment of the purchase price for the Properties identified in the Redevelopment Plan and described in "Schedule A" attached thereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties.

Appropriation: \$7,000,000

**Bonds/Notes
Authorized:** \$7,000,000

Down Payment: None

Section 20 Costs: \$500,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on October 26, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF VARIOUS PROPERTIES PURSUANT TO THE DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$7,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the acquisition of and the payment of the purchase price for the Properties identified in the Redevelopment Plan and described in "Schedule A" attached thereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties.

Appropriation: \$7,000,000

**Bonds/Notes
Authorized:** \$7,000,000

Down Payment: None

Section 20 Costs: \$500,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 12, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 26, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on October 12, 2021 and finally adopted on October 26, 2021.

2. After introduction, the bond ordinance was published as required by law on October __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of October 12, 2021, that such Supplemental Debt Statement was filed in my office on or by October 12, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

SCHEDULE A

ACQUISITION PARCEL SCHEDULE

63	24	STANDISH AVENUE	BENARI REALTY.LLC
63	25	47 STANDISH AVENUE	ALL STATE TOWING & SALVAGE CO INC
63	33.01	LAKESIDE AVENUE	20-22 LAKESIDE,L.L.C.
63	33.02	18 LAKESIDE AVENUE	BENARI REALTY, LLC
63	36	10 LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	37	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	38	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	39	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	41	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
64	3.02	STANDISH AVENUE	BYRNE, WILLIAM T & PATRICIA A
64	22	38-40 ASHLAND AVENUE	GP 177 MAIN LLC% PRISM PROPERTY SER
64	25	32 ASHLAND AVENUE	CARROLL, DONALD J C/O AUTO EXCHANGE
64	27	28 ASHLAND AVENUE	CARROLL, DONALD J C/O AUTO EXCHANGE
64	28	24 ASHLAND AVENUE	GP 177 MAIN LLC % PRISM PROP SER
64	30	ASHLAND AVENUE	GP 177 MAIN LLC % PRISM PROP SER
64	31	20 ASHLAND AVENUE	PRISM GREEN URBAN % PRISM PROP SER
64	32	18 ASHLAND AVENUE	GP 177 MAIN LLC %PRISM PROP SER
64	33	12-16 ASHLAND AVENUE	GP 177 MAIN LLC%PRISM PROP SER
64	38	4 ASHLAND AVENUE	BYRNE 4 ASHLAND LLC
64	42.02	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
64	49	28 LAKESIDE AVENUE	BYRNE 28 LAKESIDE LLC
64	49.01	LAKESIDE AVENUE	BYRNE 28 LAKESIDE LLC
115	15	55 LAKESIDE AVENUE	GP 55 LAKESIDE LLC
115	16	25 LAKESIDE AVENUE	TOWNSHIP OF WEST ORANGE
115	16.01	ONE LAKESIDE AVENUE	ANTHONY DeMATTEO
115	51	LAKESIDE AVENUE	TOWNSHIP OF WEST ORANGE
116.02	12	28 BABCOCK PLACE	PRISM GREEN URBAN % PRISM PROP SER
116.02	1.01	217 MAIN STREET	MAPLE SVCI LLC

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2663-21**

BOND ORDINANCE PROVIDING FOR THE REMEDIATION, DEMOLITION, AND DEVELOPMENT OF TOWNSHIP OWNED PROPERTIES IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP AS BLOCK 9, LOTS 32 AND 36, COMMONLY REFERRED TO AS 8-10 AND 18 CENTRAL AVENUE, RESPECTIVELY, PURSUANT TO THE CENTRAL AVENUE REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township. For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$500,000. Pursuant to the provisions of N.J.S.A. 40A:12A-37(c)(2) of the Redevelopment Law, notwithstanding the provisions of Section 11 of the Local Bond Law, no down payment is required as this bond ordinance authorizes obligations for the purpose of aiding a redevelopment project located in the Township.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$500,000 appropriation, negotiable bonds of the

Township are hereby authorized to be issued in the principal amount of \$500,000 pursuant to, and within the limitations prescribed by, the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in the principal amount not exceeding \$500,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are for, as applicable, the remediation, demolition and development of Township-owned properties identified on the Official Tax Map of the Township as Block 9, Lots 32 and 36, commonly referred to as 8-10 and 18 Central Avenue, respectively, pursuant to the Central Avenue Redevelopment Plan, which includes, but is not limited to, as applicable, the acquisition, demolition, redevelopment, development, and environmental remediation of any structures, buildings, improvements located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, construction planning, engineering and design work, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$500,000.

(c) The estimated cost of said improvement or purpose is \$500,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law and the Redevelopment Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or

private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and, if applicable, accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services and is on file with the Township Clerk.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) Pursuant to N.J.S.A. 40A:12A-37(c), the obligations authorized herein shall mature in annual installments commencing not more than two (2) and ending not more than forty (40) years from the date of issuance.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$500,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

(e) The obligations of the Township authorized by this bond ordinance shall bear interest at a maximum rate of not to exceed six (6.00%) per centum per annum, without further authorization of the Township Council, which authorization may be by resolution.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document

to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 11 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations

§1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 11. If tax-exempt bonds or notes are issued under this bond ordinance, the Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on such tax-exempt bonds and notes issued under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: October 12, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: October 26, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**ROBERT D. PARISI, Mayor
Township of West Orange**

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

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on October 12, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council to be held on October 26, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE REMEDIATION, DEMOLITION, AND DEVELOPMENT OF TOWNSHIP OWNED PROPERTIES IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP AS BLOCK 9, LOTS 32 AND 36, COMMONLY REFERRED TO AS 8-10 AND 18 CENTRAL AVENUE, RESPECTIVELY, PURSUANT TO THE CENTRAL AVENUE REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the remediation, demolition and development of Township-owned properties identified on the Official Tax Map of the Township as Block 9, Lots 32 and 36, commonly referred to as 8-10 and 18 Central Avenue, respectively, pursuant to the Central Avenue Redevelopment Plan.

Appropriation: \$500,000

**Bonds/Notes
Authorized:** \$500,000

Down Payment: None

Section 20 Costs: \$150,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on October 26, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE REMEDIATION, DEMOLITION, AND DEVELOPMENT OF TOWNSHIP OWNED PROPERTIES IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP AS BLOCK 9, LOTS 32 AND 36, COMMONLY REFERRED TO AS 8-10 AND 18 CENTRAL AVENUE, RESPECTIVELY, PURSUANT TO THE CENTRAL AVENUE REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF
Purpose(s):	The bond ordinance authorizes the remediation, demolition and development of Township-owned properties identified on the Official Tax Map of the Township as Block 9, Lots 32 and 36, commonly referred to as 8-10 and 18 Central Avenue, respectively, pursuant to the Central Avenue Redevelopment Plan.
Appropriation:	\$500,000
Bonds/Notes Authorized:	\$500,000
Down Payment:	None
Section 20 Costs:	\$150,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 12, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 26, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract 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 as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

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

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on October 12, 2021 and finally adopted on October 26, 2021.

2. After introduction, the bond ordinance was published as required by law on October __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of October 12, 2021, that such Supplemental Debt Statement was filed in my office on or by October 12, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**