

1. Conference Meeting Agenda

Documents:

[CA10.10.23.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.10.23.PDF](#)

3. Resolution(S)

3.I. 342-23

Documents:

[342-23 RESOLUTION STATE CONTRACT FIRE CLOTHING - 2023.PDF](#)
[342-23 EXHIBIT A.PDF](#)

3.II. 343-23

Documents:

[343-23 RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE FOR 85 MITCHELL STREET - SEPTEMBER 2023.PDF](#)
[343-23 EXHIBIT A-SUBORDINATION OF MORTGAGE FOR 85 MITCHELL STREET.PDF](#)

3.III. 344-23

Documents:

[344-23 RESOLUTION AUTHORIZING A CONSTRUCTION LOAN NOTE FOR PHASES V AND VI - WEST ORANGE - JMEUC\(14016375.1\).PDF](#)
[344-23 EXHIBIT A - FORM OF NOTE - WEST ORANGE - PHASE V - JMEUC \(14016376.1\).PDF](#)
[344-23 EXHIBIT B - FORM OF NOTE - WEST ORANGE - PHASE VI - JMEUC \(14016378.1\).PDF](#)
[344-23 EXHIBIT C - FORM OF PROJECT FINANCING AGREEMENT - WEST ORANGE - PHASES V AND VI - JMEUC\(14016379.1\).PDF](#)

3.IV. 345-23

Documents:

[345-23 - SA-22 RESOLUTION NANCE ROAD WARREN ROAD AND KING ROAD.PDF](#)
[345-23 BID TABULATION- NANCE ROAD WARREN ROAD AND KING ROAD.PDF](#)
[345-23 ATTACHMENT.PDF](#)

3.V. 346-23

Documents:

[346-23 RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW
PLOWING 2023-2024 GRABOWSKI.PDF](#)
[346-23 ATTACHMENT.PDF](#)

3.VI. 347-23

Documents:

[347-23 RESOLUTION FOR EXTENSION OF SNOW REMOVAL SERVICES
2023-2024.PDF](#)
[347-23 ATTACHMENT.PDF](#)

3.VII. 348-23

Documents:

[348-23 RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW
PLOWING 2023-2024.PDF](#)
[348-23 SCHEDULE A.PDF](#)

3.VIII. 349-23

Documents:

[349-23 RAFFLE LICENSES 10.10.23.PDF](#)

3.IX. 350-23

Documents:

[350-23 RESOLUTION - REMEDIAL INVESTIGATION - 25 LAKESIDE AVENUE
9-25-23.PDF](#)
[350-23 REMEDIAL INVESTIGATION-WEST ORANGE- DPW-25 LAKESIDE
PROPOSAL - APRIL 14 2023.PDF](#)

3.X. 351-23

Documents:

[351-23 RESOLUTION CHANGE ORDER NO. 1 AND FINAL RSGC CART
PATH.DOC](#)
[351-23 CHANGE ORDER NO. 1 AND FINAL RSGC CART PATH.DOC](#)

3.XI. 352-23

Documents:

[352-23 RESOLUTION EMERGENCY STORM SEWER REPAIR - HARRISON
AVE.PDF](#)
[352-23 ATTACHMENT.PDF](#)

3.XII. 353-23

Documents:

[353-23 RESOLUTION PSEG IN CONNECTION WITH VALLEY ROAD](#)

IMPROVEMENTS (2022 CDBG).PDF

3.XIII. 354-23

Documents:

[354-23 RESOLUTION TANK REPLACEMENT DOGWOOD PS.PDF](#)
[354-23 PRPOSAL TS-16080 REV. 2 W ORANGE DOGWOOD P.S. UST R-
AST INSTALL.PDF](#)

3.XIV. 355-23

Documents:

[355-23 RESOLUTION GINNY DUENKEL POOL IMPROVEMENTS 2023.PDF](#)
[355-23 BID TABULATION - GINNY DUENKEL POOL IMPROVEMENTS.PDF](#)

3.XV. 356-23

Documents:

[356-23 NJDOT SAFE ROUTES TO SCHOOL RESOLUTION-2023.PDF](#)

3.XVI. 357-23

Documents:

[357-23 RESOLUTION ARCARI IOVINO CHANGE ORDER 3.PDF](#)
[357-23 CHANGE ORDER NO. 3 WEST ORANGE PUBLIC LIBRARY DESIGN
ARCARI IOVINO.PDF](#)

3.XVII. 358-23

Documents:

[358-23 RESOLUTION MA 2023-COLONIAL WOODSCARLSON ROAD
CULLEN DRIVE.PDF](#)
[358-23 MA 2023-RFP AND PROPOSALS RECEIVED.PDF](#)

3.XVIII. 359-23

Documents:

[359-23 RESOLUTION TANK REPLACEMENT FS NO.1
HEADQUARTERS.PDF](#)
[359-23 ATTACHMENT - T. SLACK FIRE HOUSE 1.PDF](#)

3.XIX. 360-23

Documents:

[360-23 RESOLUTION TANK REPLACEMENT WOPD.PDF](#)
[360-23 ATTACHMENT - T. SLACK POLICE STATION.PDF](#)

3.XX. 361-23

Documents:

361-23 CANNABIS CONSULTANT RFP DRAFT 10.3.23.PDF

3.XXI. 362-23

Documents:

362-23 FORM AND SALE AND COMBINING RESOLUTION - BONDS AND NOTES (TAX-EXEMPT BAN OPEN SPACE SEN AND TAXABLE SEN)-WEB.PDF

3.XXII. 363-23

Documents:

363-23 RESOLUTION AND TEMPORARY CONTRACT (WITH SPSK REDLINE TO CONTRACT) (002).PDF

3.XXIII. 364-23

Documents:

364-23 NJ DCA LGS 2024 GRANT- RESOLUTION.PDF

3.XXIV. 365-23

Documents:

365-23 RESOLUTION AUTHORIZING AGREEMENT WITH EXTRA DUTY SOLUTIONS FOR EXTRA DUTY MANAGEMENT SERVICES.PDF
365-23 AGREEMENT FOR EXTRA DUTY MANAGEMENT SERVICES-WOPD.PDF

3.XXV. 366-23

Documents:

366-23 AUDIT RESOLUTION (2022).PDF

3.XXVI. 367-23

Documents:

367-23 RESOLUTION ASHWOOD TERRACE WILLIAM ST. REHABILITATION FRANKLIN AVE TO MAIN ST.PDF
367-23 BID SUMMARY-2022 CDBG_ASHWOOD TERRACE WILLIAMS ST.PDF

3.XXVII. 368-23

Documents:

368-23 RESOLUTION VALLEY ROAD REHABILITATION (FREEMAN ST TO KINGSLEY ST).PDF
368-23 BID SUMMARY-2022 CDBG-VALLEY RD REHABILITATION (FREEMAN ST.-KINGSLEY ST).PDF

3.XXVIII. 369-23

Documents:

[369-23 RESOLUTION COMPETITIVE CONTRACT FOR ECONOMIC DEVELOPMENT COORDINATOR.PDF](#)

3.XXIX. 370-23

Documents:

[370-23 RESOLUTION - WEST ORANGE LIBRARY 10 ROONEY CIRCLE - CHANGE ORDER NO. 18.PDF](#)
[370-23 ATTACHMENT CO NO. 18- HS EXECUTED.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2815-23

Documents:

[2815-23 RENT CONTROL ORDINANCE AMENDMENT \(RE-AUTHORIZATION\) _REDLINED 9.12.23.PDF](#)

4.II. 2816-23

Documents:

[2816-23 WHEATLAND AVENUE PARKING YARD ORDINANCE- REDLINED.PDF](#)

4.III. 2817-23

Documents:

[2817-23 GAS LEAF BLOWERS \(REV-9.20.23\)-WEB.PDF](#)

4.IV. 2818-23

Documents:

[2818-23 ORDINANCE - OLDER ADULT ADVISORY BOARD \(9.20.23\).PDF](#)

4.V. 2819-23

Documents:

[2819-23 DRIVE-UP WINDOWS \(9.20.23\) WEB.PDF](#)

4.VI. 2821-23

Documents:

[2821-23 OLD INDIAN ROAD NO PASSING ZONE CHAPTER 7 SUBSECTION 7-31.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2822-23

Documents:

[2822-23 ORDINANCE - HC SPACE 85 MITCHELL5 GLENNON 65 HIGH 100
MAPLE ST. 131 FRANKLIN AVE. 6 MARMON 08012023.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, October 10, 2023
Meeting No. 23

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

=====

6:30 P.M.

- **Breast Cancer Awareness Month**
- **Fire Prevention Week - “Cooking Safety Starts with You - Pay Attention to Fire Prevention”**
 - **Chief Tony Vecchio**
- **Capital Budget Presentation**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

REVISED
PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
October 10, 2023
Meeting No. 23

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 23, 2022 and published in the West Orange Chronicle on December 1, 2022.

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 Ghebremicael, Councilman Rutherford, Councilwoman Scarpa, Council President Williams, Mayor McCartney

Invocation

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – Public Meeting 10.10.23**
- 4. *Report of Township Officers**
 - a. Update - W.O. Public Library Project – Peter Smeraldo, Assistant Business Administrator
- 7. *Reading of Petitions and Communications and Bids**
 - a. *Correspondence from Dr. Robert Bagoff, Planning Board Chairman Regarding Ordinance 2819-23-Proposed Amendment to Land Use Regulations, Chapter 25, Section 11.14*
- 8. *Bills – 10.10.23**
- 9. *Resolutions**
 - a. **342-23** Resolution Authorizing the Purchase of Firefighter FXR Turnout Gear Under NJ State Contract #T0790 Blanket # 17-Fleet-00811 (Reynolds)
 - b. **343-23** Resolution Authorizing the Subordination of Mortgage for the Property at 85 Mitchell Avenue, West Orange, NJ (Legal-Moon)
 - c. **344-23** Resolution Of The Township Of West Orange, In The County Of Essex, New Jersey, Determining The Form And Other Details Of Its Phase V And Phase Vi Notes, Each Entitled “Note Relating To The Water Bank Construction Financing Program Of The New Jersey Infrastructure Bank”, To Be Issued In The Principal Amount Of Up To \$2,280,000 And \$870,000, Respectively, And Providing For The Issuance And Sale Of Such Notes To The New Jersey Infrastructure Bank, And Authorizing The Execution And Delivery Of Such Notes By The Township Of West Orange In Favor Of The New Jersey Infrastructure Bank, All Pursuant To The New Jersey Infrastructure Bank Water Bank Construction Financing Program (Gross)

- d. **345-23** Resolution Authorizing a Contract to A&J Contractors Group, Inc., 105 Federal Road, Monroe Township, NJ 08831, for Road Improvements to Nance Road, Warren Road and King Road in the Amount of \$1,340,759.07 (Carballo) **The Township received a NJDOT Grant in the amount of \$425,000.00 for this project and the funds were appropriated in the 2023 Capital Budget.**
- e. **346-23** Resolution to Award a Contract Extension to Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange for Snow Plowing, Salting, Removal and Snow Hauling for 2023-2024 (Carballo)
- f. **347-23** Resolution To Award A Contract Extension to American Asphalt & Trucking, LLC, 818 Summer Avenue, Newark, NJ 07014, For Snow Removal Services From Sidewalks, Paths, Crosswalks, Bus Shelters and Stops Within the Township for 2023-2024 (Carballo)
- g. **348-23** Resolution To Award A Contract Extension to Grabowski Construction, 770 Northfield Avenue, West Orange, NJ 07052, American Asphalt & Trucking, LLC, 818 Summer Avenue, Newark, NJ 07014 and Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, NJ 07506, For Snow Plowing, Salting, Removal And Snow Hauling Within the Township for 2023-2024 (Carballo)
- h. **349-23** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- i. **350-23** Resolution Authorizing A Professional Services Contract To CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, To Conduct Remedial Investigation Of Impacted Areas Of Concern At The Public Works Building, 25 Lakeside Avenue For A Fee Not To Exceed \$198,940.00 (Carballo)
- j. **351-23** Resolution Authorizing Change Order No. 1 and Final for the Rock Spring Golf Club Cart Path Improvements with Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ in the amount of \$15,035.02. (Carballo)
- k. **352-23** Resolution Authorizing an Emergency Appropriation in the Amount of \$36,127.75.00 to Shauger Property Services, Inc., 429 Dodd Street, East Orange, NJ for Emergency Storm Sewer Repair to the Township's Storm Sewer Main on Harrison Avenue between Chestnut Street and Cherry Street (Carballo)
- l. **353-23** Resolution Authorizing a Contract with PSE&G Company, to Perform Work Associated with the 2022 CDBG Valley Road Rehabilitation Project, in the Amount of \$43,259.74 (Carballo)
- m. **354-23** Resolution Authorizing a Contract with T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033, for the removal of the UST and Replacement of the 550 Gallon Diesel Tank with an AST, at the Township's Dogwood Pump Station, in the Amount of \$88,254.70 (Carballo)
- n. **355-23** Resolution Authorizing a Contract with All State Technology, Inc., 10 Lark Lane, Oak Ridge, New Jersey 07438, for the Ginny Duenkel Pool Improvements In the amount of \$478,375.00 (Carballo)
- o. **356-23** Resolution Authorizing the Submission of an Application to the NJ Department of Transportation's Safe Routes to School Program 2024 (Carballo)
- p. **357-23** Resolution Authorizing Change Order No. 3, in the Amount of \$25,000.00 for the Additional Contract Administration Services through the End of the Project with Arcari Iovino, One Katherine Street, Little Ferry, NJ 07643 for the New West Orange Public Library at 10 Rooney Circle (Carballo)
- q. **358-23** Resolution Authorizing a Professional Services to Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Land Engineering Services Associated with 2023 NJDOT Municipal Aid (MA) Grant Project for Colonial Woods, Carlson Road, and Cullen Drive Road Improvements Project (Carballo)
- r. **359-23** Resolution Authorizing a Contract with T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033, for the Removal of the 4,000-gallon diesel UST and \$247,064.56 for the Installation of one (1) 4,000-gallon split AST and one (1) 550-gallon AST, at Fire Station #1, in the Amount of \$260,218.56 (Carballo)

- s. **360-23** Resolution Authorizing a Contract with T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033, for the Removal of the UST and Replacement of the 1,000-gallon Diesel Tank with an AST in the amount of \$100,046.70 for Services at the Township's Police Station (Carballo)
- t. **361-23** Resolution Authorizing the Competitive Contracting Process for a Professional and Experienced Cannabis Consultant (Reynolds)
- u. **362-23** Resolution (A) Providing For The Combination Of Certain Bond Ordinances And Determining The Form And Other Details Of The Offering Of Not To Exceed \$21,390,000 Aggregate Principal Amount Of General Improvement Bonds, Series 2023b, Of The Township Of West Orange, In The County Of Essex, State Of New Jersey (The "Township") And Providing For Their Sale And Determining Certain Other Matters With Respect Thereto, (B) Authorizing The Sale And Issuance Of \$38,730,191 General Obligation Notes, Series 2023a (Tax-Exempt), Consisting Of \$32,906,191 Bond Anticipation Notes, \$4,476,000 Open Space Trust Fund Notes, And \$1,348,000 Special Emergency Notes Of The Township, And (C) Authorizing The Sale And Issuance Of \$1,369,806 Special Emergency Notes, Series 2023b (Federally Taxable) Of The Township (Gross)
- v. **363-23** Resolution Authorizing Emergency Award Of Refuse And Recycling Collection Service Contract To Suburban Disposal, Inc. Pending Bidding And Award Of New Refuse And Recycling Collection Contract (Gross)
- w. **364-23** Resolution Authorizing the Submission of an Application to the NJ DCA Local Government Services Grant for Improvements to Degnan Field in West Orange, NJ (Gross)
- x. **365-23** Resolution Authorizing an Agreement with Extra Duty Solutions, 1 Waterview Drive, Suite 101, Shelton, CT, 06484 for Extra Duty Management Services (Reynolds)
- y. **366-23** Resolution Authorizing the Certification of the 2022 Annual Audit by the Governing Body (Gross)
- z. **367-23** Resolution Authorizing a Contract with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, New Jersey 07650, for the Ashwood Terrace and William Street Rehabilitation from Franklin Avenue to Main Street Project in the Amount of \$380,750.00 (Carballo)
- aa. **368-23** Resolution Authorizing a Contract with Reggio Construction Inc., 416 E. Central Boulevard, Palisades Park, New Jersey 07650, for the Valley Road Rehabilitation from Freeman Street to Kingsley Street Project, in the amount of \$455,200.00 (Carballo)
- bb. **369-23** Resolution Authorizing the Competitive Contracting Process for a Professional and Experienced Economic Development Consultant Firm to Function as the Township's Economic Development Consultant (Reynolds) **(Backup to follow)**
- cc. **370-23** Resolution Authorizing Change Order No. 18 to H&S Construction and Mechanical, Inc., 721 Bayway, Elizabeth, NJ 07202, for the Installation of a 4' High Aluminum Fence along the Edge of the Retaining Wall, Adjacent to the Newly Installed Exterior Patio at the Public Library in the Amount of \$15,280.05 (Carballo)

6. Ordinances on Second and Final Reading

- a. **2815-23** An Ordinance Amending Chapter 15, Section 15-7 To Update The Township's Rent Control Ordinance (Legal-Trenk)
- b. **2816-23** An Ordinance Amending Chapter 7, Section 37.1 And Chapter 7, Section 50.3(H) Of The Revised General Ordinances Of The Township Of West Orange (Regulation For The Movement And Parking Of Traffic On Municipal And Board Of Education Property) (Parking Meters In Parking Yards—Prohibited Parking) (Legal-Trenk)
- c. **2817-23** An Ordinance Amending Chapter 17, Section 14 Of The Revised General Ordinances Of The Township Of West Orange – Gas Leaf Blowers (Legal-Trenk)
- d. **2818-23** Ordinance Amending Chapter 2, Section 62 Of The Revised General Ordinances Of The Township Of West Orange – Older Adults Advisory Board (Legal-Trenk)

- e. **2819-23** An Ordinance Amending Chapter 25, Section 11.14 Of The Revised General Ordinances Of The Township Of West Orange-Drive Thru Windows (Legal-Trenk)
- f. **2821-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-31, No Passing Zones, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)

7. Ordinances on First Reading

- a. **2822-23** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones And 7-32.1 Handicapped Parking On Street Of The Revised General Ordinances Of The Township Of West Orange-85 Mitchell St., 65 High St., 5 Glennon Pl., 100 Maple St., 131 Franklin Ave., 6 Marmon Terr. (Carballo)

8. Pending Matters/New Matters/Council Discussion

9. ABC Hearing-None

10. 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.

Please use the link below to join the webinar:

https://us06web.zoom.us/j/89232129738?pwd=IxgtMpN37qI27hS3_a3IWMtnjC42aQ.sbQUwH1mTe886zkE

Webinar ID: 892 3212 9738

Passcode: 856212

Next Meeting Date(s):

Township Council Meeting – October 24, 2023

RESOLUTION

**FOR PURCHASE OF FIREFIGHTER FRX TURNOUT GEAR UNDER NJ
STATE CONTRACT #T0790 BLANKET # 17-FLEET-00811**

WHEREAS, the Township of West Orange Fire Department has hired five new Firefighters and shall supply turn out gear and replace one existing employee's gear; and

WHEREAS, the State Contract authorized dealer can supply the Township with all the Fire Departments requirements under its State contract #T0790 Blank #17-FLEET-00811 for Firefighter Protective Clothing and Equipment; and

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

NOW BE IT RESOLVED, by the Municipal Council of the Township of West Orange hereby authorizes the purchase of Firefighter Clothing from NJ Fire Equipment Co, 119-131 Route 22 East, Green Brook, NJ 08812 an authorized dealer for the about contract in the amount of \$24,281.40.

BE IT FURTHER RESOLVED, by the Municipal Council of the Township of West Orange that this resolution together with a properly executed purchase order shall constitute an agreement between the Township and NJ Fire Equipment Co. subject to all conditions applicable to the current State Contract.

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

Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available from Account No. 01-2040-41-5014-223-American Rescue Plan

John O. Gross, Chief Financial Officer

342-23

EXHIBIT "A"



New Jersey Fire Equipment Co.

119-131 Route 22 East
Green Brook, NJ 08812

Quote

Date	Quote #
6/14/23	20979

Name / Address
Township of West Orange West Orange Fire Department 415 Valley Road West Orange, NJ 07052

Reg: 31127
Contact: COD Vecchio

Phone: 973-325-4175

01 2040 41 504 223

PO #	Terms	Rep	FOB
	Net 30	KW	

Item	Description	Delivery	Qty	Cost	Total
NJSC Fire Dex	New Jersey State Contract Fire-Dex T-0790 (17DPP00100) Firefighter Protective Clothing & Equip. Award Summ. NJ NJSC Master Blanket # 17-FLEET-00811				0.00
Fire-Dex Gear	Fire-Dex NFPA PPE Coat & Pant Built to current FD specifications, @ current NJ State Contract Price.		6	4,046.90	24,281.40

Phone #	E-mail
(732) 968-2121	info@njfe.com

Total	\$24,281.40
--------------	-------------

Signature:

James Giunchini

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) through the Township’s Housing Rehabilitation Program has a mortgage against certain real property owned by Jermaine Green and Stephayne Moffet-Paterson (collective the “Owners”) residing at 85 Mitchell Street, also identified as Block 26, Lot 10.06 on the tax map of the Township (the “Property”), in the amount of Thirty Five Thousand Dollars (\$39,925.00), which was dated July 31, 2010 and recorded in the Essex County Register’s Office on November 19, 2010 as Instrument No. 10086390, Book 12283, Page 345 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by PHH Mortgage in the outstanding amount of Three Hundred Eighty-Eight Thousand Two Hundred Sixty-Six Dollars and Sixty-Two Cents (\$388,266.62) (the “First Mortgage”) with an interest rate of 6.625%; and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Freedom Mortgage Corporation, ISAOA/ATIMA (“Freedom Mortgage”) in the amount of Four-Hundred Seventeen Thousand, One Hundred Seventy-Five Dollars (\$390,720) with an interest rate of 6.250 (the “New Mortgage”); and

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

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

WHEREAS, the appraised value of the property is approximately \$555,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First 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 Freedom Mortgage 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

Tammy Williams
Council President

Adopted: October 10, 2023

Exhibit “A”

Property Address

85 Mitchell Street
West Orange, NJ 07052
Block 26 Lot 10.06

SUBORDINATION OF MORTGAGE

made **September 1, 2023**

BETWEEN

Township of West Orange residing or located at: **66 Main Street, West Orange, NJ 07052**
herein designated as the Subordinator;

AND

Freedom Mortgage Corporation, ISAOA/ATIMA residing or located at: 907 Pleasant Valley Avenue
Suite 3, Mount Laurel, NJ 08054.

herein designated as the Subordinatee;

WHEREAS, the Subordinator is the holder of a mortgage, originally in the amount of **\$39, 925.00** and the bond, note or other obligation secured therein, dated **July 31, 2010** and was made by **Stephayne R Green and Jermaine Green, a married couple**, to **West Orange Township** recorded **November 19, 2010** in the **Essex County Clerk/Register's Office** in **Liber/Reel 12283 Page 345**, Said mortgage was Subordinated in Instrument No. 2023013153.

WHEREAS, the Subordinatee desires to place a First Lien Priority Mortgage on lands and premises owned by **Stephayne Moffett-Patterson and Jermaine Green, married couple** at the property, which first Lien Mortgage, the owner desired to grant to Subordinatee, known as **Block 26, Lot 10.06**;

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 and postponed 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 subject, subordinate and inferior to the First Lien Mortgage about to be granted to the Subordinatee, and to all renewals and extensions, notwithstanding the prior execution and recording of the mortgage of the Subordinator, in the amount of but not exceeding **\$417,175.00**

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.

Subordination of Mortgage

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 and its corporate seal to be affixed, the day and year first above written.

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

Karen J. Carnevale, R.M.C.

by: _____
Susan McCartney, Mayor

Witness Name: _____

Subordinator Bank Name: _____

Witness Title: _____

Subordinator Bank Representative: _____

Witness Company: _____

Subordinator Bank Rep Title: _____

Date: _____

Date: _____

STATE OF _____

COUNTY OF: _____

I Certify that on _____ personally came before me and stated or acknowledged under oath, to my satisfaction that this person; who proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sworn to and subscribed before me
On the date aforesaid.

Notary Name and Expiration Date:

RECORD & RETURN
GUARDIAN TITLE SERVICES LLC
345 CENTRE ST, SUITE 2
NUTLEY NJ 07110

RESOLUTION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS PHASE V AND PHASE VI NOTES, EACH ENTITLED “NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$2,280,000 AND \$870,000, RESPECTIVELY, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTES TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTES BY THE TOWNSHIP OF WEST ORANGE IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM.

WHEREAS, the Township of West Orange (the “Local Unit”), in the County of Essex, State of New Jersey (the “State”), is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State;

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance any capital improvements thereof and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Local Unit, through the incurrence of debt thereby or otherwise;

WHEREAS, the Joint Meeting has determined that there exists a need to, as applicable, acquire, construct, renovate or install projects consisting of (a) Phase V of the Flood Mitigation Facilities Project (Biosolids Site Wall) consisting of the construction of reinforced concrete flood walls on piles with steel sheeting subsurface cut-off walls around the four (4) sides of the Biosolids Facilities Site including installation of flood gates for vehicular access, modifications to the existing entrance roadways, construction of stormwater facilities to redirect on-site stormwater to the proposed Biosolids Stormwater Pumping Station, and coordination with and/or relocation of various utilities within the project area (“Phase V”); and (b) Phase VI of the Flood Mitigation Facilities Project (Biosolids Stormwater Pumping Station) consisting of a below ground reinforced concrete stormwater pumping station for the Biosolids Facilities Site including modifications to the site stormwater collection system to redirect the flow of on-site stormwater into the pumping station, installation of submersible stormwater pumps and associated piping, valves, electrical and instrumentation equipment, and site restoration (“Phase VI” and together with Phase V, shall be collectively referred herein to as the “Joint Meeting Projects”);

WHEREAS, it is the desire of the Local Unit to obtain financing for its allocable share of Phases V and VI of the Joint Meeting Projects (such allocable shares being referred to herein, collectively, as the “Project(s)”) through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”);

WHEREAS, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of the Projects prior to long-term bond financing through the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of short-term loans to be made by the I-Bank (the “Construction Loan(s)”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”);

WHEREAS, the Local Unit adopted bond ordinance number 2709-23 on February 7, 2023 (the “2023 Bond Ordinance”), which appropriated and authorized amounts necessary to cover the costs of, among other projects, the Projects; and

WHEREAS, the Local Unit will also issue the Phase V Note (as hereinafter defined) to finance the costs of Phase V of the Project; and

WHEREAS, the Local Unit will also issue the Phase VI Note (as hereinafter defined) to finance the costs of Phase VI of the Project; and

WHEREAS, the United States Federal Emergency Management Agency (“FEMA”) has approved, or prior to the issuance of the respective Notes (as hereinafter defined) will approve, the scope of each phase of the Project and, consequently, has agreed to fund up to 90% of the costs of planning and constructing the Project; and

WHEREAS, after receipt of the FEMA reimbursements, the Local Unit will finance the remaining approximately 10% percent of the costs of each phase of the Projects via (i) the issuance of long term bonds, (ii) the payment of cash, or (iii) a combination thereof; and

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loans and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its (a) “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$2,280,000 (the “Phase V Note”), and (b) “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$870,000 (the “Phase VI Note” and together with the Phase V Note, the “Notes”), in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, to finance Phase V and Phase VI, respectively, of the Project;

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Notes to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey,

constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law;

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Notes to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Notes to the I-Bank without any public offering, all under the terms and conditions set forth therein; and

WHEREAS, in connection with its participation in the Joint Meeting and the issuance of its Notes for the purpose of financing the costs of the Projects, the Local Unit desires to enter into that certain Project Financing Agreement (the “Agreement”), by and between the Joint Meeting and the Local Unit, and acknowledged and agreed to by the I-Bank, in substantially the form attached hereto as Exhibit C, and

WHEREAS, a separate Agreement for Phase V and Phase VI, respectively, of the Project will be executed and delivered upon the closing of each of the Notes.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase V Note in accordance with the provisions hereof. The \$2,280,000 obligation represented by the Phase V Note has been appropriated and authorized by the 2023 Bond Ordinance, which was duly adopted by the governing body of the Local Unit at meetings and at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Phase VI Note in accordance with the provisions hereof. The \$870,000 obligation represented by the Phase VI Note has been appropriated and authorized by the 2023 Bond Ordinance, which was duly adopted by the governing body of the Local Unit at meetings and at which times a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 3. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Notes (subject to the maximum limitations set forth in Section 5(a) hereof), and (ii) the dated date of the Notes.

Section 4. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Notes by the parties authorized pursuant to Section 5(h) hereof.

Section 5. The Local Unit hereby determines that certain terms of the Notes shall be as follows:

- (a) the principal amount of the Phase V Note and Phase VI Note to be issued shall be an amount not to exceed \$2,280,000, and \$870,000, respectively;
- (b) the maturity of the respective Notes shall be as determined by the I-Bank;
- (c) the interest rate for each of the Notes shall be as determined by the I-Bank;
- (d) the purchase price for each of the Notes shall be par;
- (e) the Notes shall be subject to prepayment prior to their respective stated maturities in accordance with the terms and conditions set forth in the Notes;
- (f) the Notes shall be issued in a single denomination and shall be numbered “NJWB - CFP-2024-1-JM-FEMA”, and “NJWB - CFP-2024-2-JM-FEMA”, respectively;
- (g) the Notes shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Notes shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (collectively, the “Authorized Officers”) of the Local Unit under official seal or facsimile thereof affixed, imprinted or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 6. The Notes, in substantially in the forms attached hereto as Exhibit A, and Exhibit B, respectively, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and are hereby approved.

Section 7. The law firm of Wilentz, Goldman & Spitzer, P.A. is hereby authorized to arrange for the printing of the Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 8. The Agreement, in substantially the form attached hereto as Exhibit C, with such additions, deletions, and omissions as may be recommended by the Chief Financial Officer of the Local Unit, upon the advice of bond counsel, general counsel, and/or the municipal advisor to the Local Unit, be and is hereby approved. The Mayor and/or Chief Financial Officer of the Local Unit are hereby authorized and directed on behalf of the Local Unit to enter into, execute and deliver, and consummate or perform any actions required under the Agreement executed and delivered with each of the Notes.

Section 9. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Local Unit, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit, and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Notes and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate, instrument or other document by the party authorized hereunder to execute such certificate, instrument or other document, and (ii) perform such other actions as the Authorized Officers

deem necessary, desirable or convenient in relation to the execution and delivery of the Notes and the Agreement and any other documents, agreements or instruments related to, and the participation of the Local Unit in, the Construction Financing Program.

Section 10. This resolution shall take effect immediately.

Section 11. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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

Tammy Williams
Council President

Adopted: October 10, 2023

Exhibit A

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

**NOTE RELATING TO
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ _____

November _____, 2023

NJWB - CFP-2024-1 - JM-FEMA

FOR VALUE RECEIVED, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“**Administrative Fee**” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“**Anticipated Financing Program**” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“**Anticipated Long-Term Loan**” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“**Authorized Officer**” means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Joint Meeting” shall have the meaning given to such term in Section 2(b) hereof.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, in a form to be determined by the I-Bank and the NJDEP, that shall relate exclusively to the Project (as defined in this Section 1 hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized

Officer of the Joint Meeting and shall be submitted, reviewed and approved by the NJDEP in accordance with the provisions of Section 4 hereof.

“Maturity Date” means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20___. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated

Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ DOLLARS (\$_____), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

["Requisition Condition"] means the satisfaction, subsequent to the date hereof, of each of the following two requirements: (i) submission by the Borrower to the Division of Local Government Services within the New Jersey Department of Community Affairs (the “DLGS”) (with a copy provided concurrently to the I-Bank) of [the audited financial statements of the Borrower for its 2021 fiscal year] [and] [the annual financial statements of the Borrower for its 2022 fiscal year]; and (ii) procurement of confirmation by the I-Bank from the Director of the DLGS, in a form satisfactory to the I-Bank, that the submission described in clause (i) hereof satisfies the applicable statutory and/or regulatory requirements and has been deemed by the DLGS to be complete and satisfactory.]

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and

warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Participant in the Joint Meeting. The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the "Joint Meeting"), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower's allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the "Agreement"), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or

encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due

under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on

any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented

as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; [and] and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate [; and (iv) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the Requisition Condition has been satisfied].

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as

required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an “Event of Default” pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days or the Borrower shall generally fail to pay its debts as such debts become due.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no

delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

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

[SEAL]

ATTEST:

By:_____
SUSAN MCCARTNEY,
Mayor

KAREN J. CARNEVALE,
Clerk

By:_____
JOHN GROSS,
Chief Financial Officer

Exhibit B

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

**NOTE RELATING TO
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ _____

November ____, 2023

NJWB - CFP-2024-2 - JM-FEMA

FOR VALUE RECEIVED, THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“Act” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“Administrative Fee” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“Anticipated Financing Program” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“Anticipated Long-Term Loan” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Joint Meeting, the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Joint Meeting, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Joint Meeting” shall have the meaning given to such term in Section 2(b) hereof.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, in a form to be determined by the I-Bank and the NJDEP, that shall relate exclusively to the Project (as defined in this Section 1 hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized

Officer of the Joint Meeting and shall be submitted, reviewed and approved by the NJDEP in accordance with the provisions of Section 4 hereof.

“Maturity Date” means the Maturity Date as determined pursuant to clause (i), (ii) or (iii) of this definition, subject to being redetermined pursuant to clause (iv) or (v) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) If the construction contract relating to the Project has not been certified for funding pursuant to the Act by the date that is the second anniversary of the Issue Date, then the Maturity Date shall be the second anniversary of the Issue Date. If this clause (i) is applicable, then the Maturity Date shall be _____, being the second anniversary of the Issue Date.

(ii) If the construction contract relating to the Project has been certified for funding pursuant to the Act prior to the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the Issue Date occurs, which is June 30, 20___. In the event that there is more than one construction contract relating to the Project, the determination under this clause (ii) shall be based on the first construction contract that has been certified for funding pursuant to the Act.

(iii) If the construction contract relating to the Project has been certified for funding pursuant to the Act after the Issue Date and on or before the date that is the second anniversary of the Issue Date, then the Maturity Date shall be June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract relating to the Project has been certified for funding pursuant to the Act. In the event that there is more than one construction contract relating to the Project, the determination under this clause (iii) shall be based on the first construction contract that has been certified for funding pursuant to the Act. Thus:

- (A) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the same State Fiscal Year as the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year during which the Issue Date occurs.
- (B) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the first State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.
- (C) If this clause (iii) is applicable, and if the first construction contract relating to the Project has been certified for funding in the second State Fiscal Year following the State Fiscal Year during which the Issue Date occurs (but on or before the second anniversary of the Issue Date), then the Maturity Date shall be June 30, 20___, being June 30 of the third State Fiscal Year following the State Fiscal Year in which the construction contract has been certified for funding.

(iv) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated

Financing Program;

(v) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ DOLLARS (\$_____), or (ii) the amount set forth in clause (i) of this definition, minus (a) any amounts in respect of the principal amount of the Loan that have not been made available for disbursements by the I-Bank to the Borrower, and (b) any amounts in respect of the principal amount of the Loan prepaid by the Borrower, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

[“Requisition Condition” means the satisfaction, subsequent to the date hereof, of each of the following two requirements: (i) submission by the Borrower to the Division of Local Government Services within the New Jersey Department of Community Affairs (the “DLGS”) (with a copy provided concurrently to the I-Bank) of [the audited financial statements of the Borrower for its 2021 fiscal year] [and] [the annual financial statements of the Borrower for its 2022 fiscal year]; and (ii) procurement of confirmation by the I-Bank from the Director of the DLGS, in a form satisfactory to the I-Bank, that the submission described in clause (i) hereof satisfies the applicable statutory and/or regulatory requirements and has been deemed by the DLGS to be complete and satisfactory.]

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and

warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Participant in the Joint Meeting. The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the "Joint Meeting"), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower's allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the "Agreement"), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or

encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

(i) FEMA Reimbursement. The Borrower expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, which reimbursement shall thereupon be disbursed by the Joint Meeting to the I-Bank on behalf of the Borrower, as provided by the terms of the Agreement, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Borrower hereunder in accordance with the terms and provisions of this Note.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due

under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain the Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on

any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

(k) Application of FEMA Reimbursement. The Borrower acknowledges and agrees that the Joint Meeting shall cause all amounts payable to the Joint Meeting by the United States Federal Emergency Management Agency with respect to the Project, that relate to costs thereof financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of this Note, to be disbursed by the Joint Meeting to the I-Bank, in compliance with the terms of the Agreement, which funds shall be applied by the I-Bank immediately upon receipt thereof to the prepayment or repayment of all or a portion of the Loan obligation of the Borrower hereunder. The Borrower shall undertake and complete all actions necessary and appropriate in order to facilitate and implement the provisions of this subsection.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented

as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower (i) may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank, and (ii) shall facilitate and cause to be prepaid by the Joint Meeting all or a portion of the Loan obligation hereunder (A) to the extent of the reimbursement payments by the United States Federal Emergency Management Agency to the Joint Meeting, with respect to the Project, and (B) upon the disbursement of such reimbursement payments by the Joint Meeting to the I-Bank, on behalf of the Borrower and in compliance with the requirements of the Agreement. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; [and] and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate [; and (iv) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the Requisition Condition has been satisfied].

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as

required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, pursuant to Section 3(k) hereof; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an “Event of Default” pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, shall occur; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no

delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

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

[SEAL]

ATTEST:

By: _____
SUSAN MCCARTNEY,
Mayor

KAREN J. CARNEVALE,
Clerk

By: _____
JOHN GROSS,
Chief Financial Officer

Exhibit C**PROJECT FINANCING AGREEMENT**

This **PROJECT FINANCING AGREEMENT**, dated November ____, 2023 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the “Agreement”), by and between the **JOINT MEETING OF ESSEX AND UNION COUNTIES** (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and the **TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

WITNESSETH:

WHEREAS, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the “Project”), all as more specifically defined and described in the Note; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the “Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Loan Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its “Note Relating to the Construction Financing Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$[_____] (the “Note”); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions, *inter alia*, relating to the undertaking and completion

of the Project and the maintenance and operation of the Environmental Infrastructure System (as defined in the Note); and

WHEREAS, (i) in furtherance of the undertaking and completion of the Project and the financing thereof with the proceeds of the Loan and the issuance of the Note by the Local Unit, and (ii) in satisfaction of the requirements of the Construction Financing Loan Program, the Joint Meeting and the I-Bank have entered into that certain Memorandum of Agreement, dated October 28, 2020 (the “MOA”), by and between the Joint Meeting and the I-Bank; and

WHEREAS, the Local Unit and Joint Meeting desire to enter into this Agreement in order to define and confirm the Joint Meeting’s obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Loan Program to the making of the Loan by the I-Bank to the Local Unit.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

REPRESENTATIONS OF THE JOINT MEETING. The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

Project. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Local Unit’s allocable share of which shall constitute the Project that is being financed by the Local Unit through its issuance of its Note to the I-Bank, and the Joint Meeting intends to undertake and complete the Project in a manner consistent with the terms of the Note, including, without limitation, the Exhibits to the Note.

Organization. The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 *et seq.*, and is duly created and validly existing under and pursuant to the Constitution and laws of the State, (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

Authority. This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by authorized officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors’ rights.

Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement, and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and agreements hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement, and for the undertaking and completion of the Project.

FEMA Reimbursement. The Joint Meeting expects that a portion of the costs of the Project will be reimbursed to the Joint Meeting by the United States Federal Emergency Management Agency, and thereupon disbursed by the Joint Meeting to the I-Bank, on behalf of the Local Unit, pursuant to the terms hereof, for purposes of prepaying or repaying all or a portion of the Loan obligation of the Local Unit in accordance with the terms and provisions of the Note.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

COVENANTS OF THE JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

Participation in the Anticipated Financing Program. The Joint Meeting covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Local Unit in the Anticipated Financing Program and (ii) the qualification by the Local Unit for receipt of the Anticipated Long Term Loan.

Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any

essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

Operation and Maintenance of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and promptly make all necessary and proper repairs and improvements with respect thereto.

Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Joint Meeting accounts, books, records, correspondence and files, including, without limitation, Joint Meeting records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Joint Meeting, and any other matters related to the Joint Meeting, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Joint Meeting covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

Insurance. The Joint Meeting covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Joint Meeting covenants and agrees that it shall include, or cause to be included, the I-Bank as an

additional “named insured” on any certificate of liability insurance procured by the Joint Meeting and by any contractor or subcontractor for the Project.

Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, including, without limitation, those relating to the undertaking and completion of the Project, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

SUBMISSION OF REQUISITIONS BY THE JOINT MEETING; LOAN DISBURSEMENTS TO THE JOINT MEETING.

The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(d) of the Note with respect to disbursements of the Loan.

Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note. Notwithstanding the provisions of the proceeding sentence, the Joint Meeting hereby covenants and agrees to disburse to the I-Bank, on behalf of the Local Unit, all reimbursement payments, if any, received by the Joint Meeting from the United States Federal Emergency Management Agency that relate to the Project, and the costs of the Project financed through the Water Bank Construction Financing Program of the I-Bank with proceeds of the Note, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note. Such disbursement by the Joint Meeting of reimbursement payments to the I-Bank, on behalf of the Local Unit, shall be completed by the Joint Meeting as expeditiously as is practical following receipt of such reimbursement payments by the Joint Meeting, but no later than three (3) business days thereafter. The Joint Meeting shall

pay such reimbursement payments to the I-Bank via electronic transfer of funds pursuant to transfer instructions that shall be obtained by the Joint Meeting from the I-Bank upon the request of the Joint Meeting. The Local Unit hereby acknowledges and agrees to such disbursement by the Joint Meeting of reimbursement payments, upon receipt thereof from the United States Federal Emergency Management Agency, to the I-Bank, on behalf of the Local Unit, for application, on behalf of the Local Unit, pursuant to the terms of Section 3(k) of the Note.

EVENTS OF DEFAULT. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; (iii) the occurrence of a default by the Joint Meeting with respect to the performance of its duties and obligations pursuant to the terms of the MOA; and (iv) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an “Event of Default” pursuant to, and as defined in, the Note.

REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

MISCELLANEOUS.

Third Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties and acknowledged and agreed to by the I-Bank.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Miscellaneous. (a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding. (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. (c) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement may not be assigned thereby for any reason, unless the I-Bank shall have approved said assignment in writing. (d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. (e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion. (f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**JOINT MEETING OF ESSEX AND
UNION COUNTIES**

By: _____
HANIFA Z. JOHNSON,
Executive Director

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

By: _____
SUSAN MCCARTNEY,
Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____
David E. Zimmer
Executive Director

[Project Financing Agreement Signature Page]

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID
AND ECONOMIC DEVELOPMENT
RECOMMENDATION OF AWARD
STATE AID PROJECT**

BE IT RESOLVED

that the Township Council of the Township of West Orange

hereby recommends to the New Jersey Department of Transportation that the contract for

Nance Road, Warren Road and King Road Improvements Project

(Name of Project)

in the Township of West Orange County of Essex

(Name of Municipality)

be awarded to A&J Contractors Group, Inc., 105 Federal Road, Monroe Township, N.J.

08831 whose bid amounted to \$1,340,759.07 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract
with the corporate seal of this body and to attest to the same.

Approved by the Township of West Orange on October 10, 2023.

(Name of Local Government)

(Date of Award)

Tammy Williams, Council President

(Date)

Karen J. Carnevale, Municipal Clerk

(Date)

(Affix Seal)

NANCE ROAD, WARREN ROAD AND KING ROAD IMPROVEMENT PROJECT PROJECT NO. BIDS RECEIVED ON: AUGUST 15, 2023																							
				1		2		3		4		5		6		7		8		9		10	
Awarded By Township of West Orange on:				A&J Contractors Group 105 Federal Road Monroe, N.J. 08831		Reggio Construction Inc. 416 East Central Blvd. Palisades Park, N.J. 07650		CCM Contracting Inc. (Carroccia) 336 Route 22 Green Brook, N.J. 08812		Riverview Paving Willow Grove Street Hackettstown, N.J. 07840		Vektor Corporation, Inc. 348 Schoolhouse Road Monroe Twp., N.J. 08831		American Asphalt & Trucking, LLC 818 Summer Avenue Newark, N.J. 07104		Cifelli & Son General Const. 81 Franklin Avenue Nutley, N.J. 07110		Crossroads Paving Co. 385 South Street #169 Newark, N.J. 07105		D.L.S.Contracting, Inc. 36 Montesano Road Fairfield, N.J. 07004		D&L Paving Contractors, Inc. 675 Franklin Avenue Nutley, N.J. 07110	
				LOW BIDDER																			
ITEM NO.	Description of Items	Unit Measure	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	PERFORMANCE BOND AND PAYMENT BOND	DOLL	1	\$20,000.00	\$20,000.00	\$10,386.00	\$10,386.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00	\$13,312.50	\$13,312.50	\$5,000.00	\$5,000.00	\$42,000.00	\$42,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00
2	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$7,171.66	\$7,171.66	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3	INLET FILTER TYPE 2, 2' X 4'	UNIT	41	\$0.01	\$0.41	\$1.00	\$41.00	\$0.01	\$0.41	\$0.01	\$0.41	\$5.00	\$205.00	\$0.01	\$0.41	\$1.00	\$41.00	\$25.00	\$1,025.00	\$1.00	\$41.00	\$0.01	\$0.41
4	BREAKAWAY BARRICADE	UNIT	20	\$0.01	\$0.20	\$1.00	\$20.00	\$0.01	\$0.20	\$0.01	\$0.20	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$0.01	\$0.20
5	DRUM	UNIT	60	\$0.01	\$0.60	\$1.00	\$60.00	\$0.01	\$0.60	\$0.01	\$0.60	\$1.00	\$60.00	\$1.00	\$60.00	\$1.00	\$60.00	\$1.00	\$60.00	\$1.00	\$60.00	\$0.01	\$0.60
6	TRAFFIC CONE	UNIT	100	\$0.01	\$1.00	\$1.00	\$100.00	\$0.01	\$1.00	\$0.01	\$1.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$1.00	\$100.00	\$0.01	\$1.00
7	CONSTRUCTION SIGNS	SF	260	\$0.01	\$2.60	\$1.00	\$260.00	\$0.01	\$2.60	\$0.01	\$2.60	\$1.00	\$260.00	\$0.01	\$2.60	\$1.00	\$260.00	\$10.00	\$2,600.00	\$1.00	\$260.00	\$1.00	\$260.00
8	TRAFFIC DIRECTOER, POLICE	DOLL	158,000	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00	\$1.00	\$158,000.00
9	FUEL PRICE ADJUSTMENT	DOLL	11,400	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00	\$1.00	\$11,400.00
10	ASPHALT PRICE ADJUSTMENT	DOLL	19,400	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00	\$1.00	\$19,400.00
11	CLEARING SITE	LS	1	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$10,000.00	\$10,000.00	\$37,000.00	\$37,000.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00	\$30,000.00	\$30,000.00	\$19,429.00	\$19,429.00	\$5,000.00	\$5,000.00
12	DENSE-GRADED AGGREGATED BASE COURSE, 6" THICK	SY	1,791	\$0.01	\$17.91	\$1.00	\$1,791.00	\$16.00	\$28,656.00	\$0.50	\$895.50	\$2.00	\$3,582.00	\$0.01	\$17.91	\$2.00	\$3,582.00	\$8.00	\$14,328.00	\$30.00	\$53,730.00	\$14.75	\$26,417.25
13	HMA MILLING, 3" OR LESS	SY	18,965	\$4.00	\$75,860.00	\$4.85	\$91,980.25	\$3.75	\$71,118.75	\$4.25	\$80,601.25	\$4.70	\$89,135.50	\$8.84	\$167,650.60	\$4.25	\$80,601.25	\$4.75	\$90,083.75	\$4.50	\$85,342.50	\$5.25	\$99,566.25
14	TACK COAT	GAL	990	\$6.00	\$5,940.00	\$1.00	\$990.00	\$0.01	\$9.90	\$1.00	\$990.00	\$0.01	\$9.90	\$0.01	\$9.90	\$1.00	\$990.00	\$8.00	\$7,920.00	\$3.00	\$2,970.00	\$1.00	\$990.00
15	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	TON	2,485	\$96.00	\$238,560.00	\$96.00	\$238,560.00	\$97.50	\$242,287.50	\$93.00	\$231,105.00	\$95.40	\$237,069.00	\$50.00	\$124,250.00	\$94.00	\$233,590.00	\$95.00	\$236,075.00	\$93.00	\$231,105.00	\$90.00	\$223,650.00
16	HOT MIX ASPHALT 19 M 64 BASE COURSE	TON	809	\$0.01	\$8.09	\$1.00	\$809.00	\$101.25	\$81,911.25	\$20.00	\$16,180.00	\$10.00	\$8,090.00	\$0.01	\$8.09	\$5.00	\$4,045.00	\$90.00	\$72,810.00	\$93.00	\$75,237.00	\$100.00	\$80,900.00
17	15" REINFORCED CONCRETE PIPE, CLASS V	LF	12	\$200.00	\$2,400.00	\$1.00	\$12.00	\$150.00	\$1,800.00	\$150.00	\$1,800.00	\$70.00	\$840.00	\$170.00	\$2,040.00	\$100.00	\$1,200.00	\$150.00	\$1,800.00	\$150.00	\$1,800.00	\$350.00	\$4,200.00
18	UNDERDRAIN, 6" PERFORATED HIGH DENSITY POLYETHYLENE PIPE	LF	300	\$30.00	\$9,000.00	\$40.00	\$12,000.00	\$35.00	\$10,500.00	\$55.00	\$16,500.00	\$70.00	\$21,000.00	\$60.00	\$18,000.00	\$40.00	\$12,000.00	\$40.00	\$12,000.00	\$70.00	\$21,000.00	\$60.00	\$18,000.00
19	CURB DRAIN CONNECTION, INCLUDING CLEANOUT	UNIT	50	\$200.00	\$10,000.00	\$300.00	\$15,000.00	\$500.00	\$25,000.00	\$550.00	\$27,500.00	\$25.00	\$1,250.00	\$500.00	\$25,000.00	\$10.00	\$500.00	\$300.00	\$15,000.00	\$500.00	\$25,000.00	\$1,800.00	\$90,000.00
20	INLET, TYPE A	UNIT	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
21	INLET, TYPE D	UNIT	6	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00	\$2,800.00	\$16,800.00	\$2,500.00	\$15,000.00	\$5,000.00	\$30,000.00	\$3,800.00	\$22,800.00	\$2,800.00	\$16,800.00	\$4,900.00	\$29,400.00	\$4,000.00	\$24,000.00
22	RESET EXSITING CASTING	UNIT	1	\$500.00	\$500.00	\$1.00	\$1.00	\$300.00	\$300.00	\$150.00	\$150.00	\$300.00	\$300.00	\$0.01	\$0.01	\$200.00	\$200.00	\$300.00	\$300.00	\$1.00	\$1.00	\$500.00	\$500.00
23	SET INLET TYPE A, CASTING	UNIT	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$700.00	\$700.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$5.00	\$5.00
24	SET INLET TYPE B, CASTING	UNIT	11	\$1,000.00	\$11,000.00	\$900.00	\$9,900.00	\$700.00	\$7,700.00	\$1,050.00	\$11,550.00	\$2,500.00	\$27,500.00	\$1,750.00	\$19,250.00	\$200.00	\$2,200.00	\$1,500.00	\$16,500.00	\$2,100.00	\$23,100.00	\$1,000.00	\$11,000.00
25	SET INLET TYPE D, CASTING	UNIT	13	\$1,000.00	\$13,000.00	\$800.00	\$10,400.00	\$900.00	\$11,700.00	\$950.00	\$12,350.00	\$2,500.00	\$32,500.00	\$1,500.00	\$19,500.00	\$200.00	\$2,600.00	\$1,400.00	\$18,200.00	\$2,100.00	\$27,300.00	\$1,000.00	\$13,000.00
26	SET MANHOLE CASTING	UNIT	2	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$550.00	\$1,100.00	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00	\$200.00	\$400.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00
27	RECONSTRUCTED INLET, TYPE A, USING NEW CASTING	UNIT	1	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
28	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	4	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00	\$1,100.00	\$4,400.00	\$1,900.00	\$7,600.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$7,200.00	\$1,500.00	\$6,000.00	\$3,000.00	\$12,000.00	\$2,800.00	\$11,200.00
29	RECONSTUCTED INLET, TYPE D, USING NEW CASTING	UNIT	3	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$1,100.00	\$3,300.00	\$1,650.00	\$4,950.00	\$2,500.00	\$7,500.00	\$1,800.00	\$5,400.00	\$1,800.00	\$5,400.00	\$1,400.00	\$4,200.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
30	RECONSTRUCTED INLET, TYPE B, CONVERT TO INLET TYPE A	UNIT	1	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
31	RECONSTRUCTED MANHOLE, USING NEW CASTING	UNIT	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,200.00	\$1,200.00
32	BICYCLE SAFE GRATE	UNIT	1	\$400.00	\$400.00	\$400.00	\$400.00	\$350.00	\$350.00	\$325.00	\$325.00	\$350.00	\$350.00	\$375.00	\$375.00	\$250.00	\$250.00	\$450.00	\$450.00	\$350.00	\$350.00	\$350.00	\$350.00
33	CURB PIECE	UNIT	1	\$400.00	\$400.00	\$400.00	\$400.00	\$350.00	\$350.00	\$325.00	\$325.00	\$350.00	\$350.00	\$375.00	\$375.00	\$400.00	\$400.00	\$450.00	\$450.00	\$350.00	\$350.00	\$350.00	\$350.00
34	CLEANING DRAINAGE STRUCTURE	UNIT	1	\$800.00	\$800.00	\$1.00	\$1.00	\$500.00	\$500.00	\$1.00	\$1.00	\$500.00	\$500.00	\$200.00	\$200.00	\$500.00	\$500.00	\$300.00	\$300.00	\$500.00	\$500.00	\$400.00	\$400.00
35	CONCRETE SIDEWALK, 4" THICK	SY	2282	\$54.00	\$123,228.00	\$70.00	\$159,740.00	\$70.00	\$159,740.00	\$69.00	\$157,458.00	\$67.00	\$152,894.00	\$89.64	\$204,558.48	\$115.00	\$262,430.00	\$72.00	\$164,304.00	\$89.00	\$203,098.00	\$96.00	\$219,072.00

36	CONCRETE SIDEWALK, REINFORCED, 6" THICK	SY	1091	\$63.00	\$68,733.00	\$80.00	\$87,280.00	\$80.00	\$87,280.00	\$71.00	\$77,461.00	\$70.00	\$76,370.00	\$92.88	\$101,332.08	\$120.00	\$130,920.00	\$81.00	\$88,371.00	\$93.00	\$101,463.00	\$98.00	\$106,918.00
37	HOT MIX ASPHALT DRIVEWAY, 2" THICK	SY	519	\$45.00	\$23,355.00	\$36.00	\$18,684.00	\$30.00	\$15,570.00	\$30.00	\$15,570.00	\$15.00	\$7,785.00	\$35.00	\$18,165.00	\$30.00	\$15,570.00	\$40.00	\$20,760.00	\$35.00	\$18,165.00	\$45.00	\$23,355.00
38	DETECTABLE WARNING SURFACE	SY	17	\$200.00	\$3,400.00	\$200.00	\$3,400.00	\$250.00	\$4,250.00	\$300.00	\$5,100.00	\$200.00	\$3,400.00	\$250.00	\$4,250.00	\$400.00	\$6,800.00	\$250.00	\$4,250.00	\$250.00	\$4,250.00	\$300.00	\$5,100.00
39	RESET PAVER/SLATE SIDEWALK/DRIVEWAY	SY	30	\$45.00	\$1,350.00	\$1.00	\$30.00	\$40.00	\$1,200.00	\$100.00	\$3,000.00	\$80.00	\$2,400.00	\$100.00	\$3,000.00	\$115.00	\$3,450.00	\$100.00	\$3,000.00	\$40.00	\$1,200.00	\$125.00	\$3,750.00
40	9" X 18" CONCRETE VERTICAL CURB	LF	78	\$27.00	\$2,106.00	\$30.00	\$2,340.00	\$30.00	\$2,340.00	\$35.00	\$2,730.00	\$40.00	\$3,120.00	\$40.00	\$3,120.00	\$34.00	\$2,652.00	\$35.00	\$2,730.00	\$37.00	\$2,886.00	\$100.00	\$7,800.00
41	GRANITE CURB	LF	10694	\$27.00	\$288,738.00	\$30.00	\$320,820.00	\$27.00	\$288,738.00	\$33.00	\$352,902.00	\$31.50	\$336,861.00	\$38.09	\$407,334.46	\$34.00	\$363,596.00	\$35.00	\$374,290.00	\$37.00	\$395,678.00	\$33.00	\$352,902.00
42	TRAFFIC MARKINGS, SYMBOLS	SF	20	\$8.00	\$160.00	\$5.00	\$100.00	\$9.00	\$180.00	\$12.00	\$240.00	\$10.00	\$200.00	\$9.35	\$187.00	\$12.00	\$240.00	\$5.00	\$100.00	\$10.00	\$200.00	\$10.00	\$200.00
43	TRAFFIC MARKING LINES, 4"	LF	400	\$6.00	\$2,400.00	\$1.00	\$400.00	\$1.50	\$600.00	\$2.50	\$1,000.00	\$3.00	\$1,200.00	\$1.49	\$596.00	\$3.00	\$1,200.00	\$5.00	\$2,000.00	\$2.00	\$800.00	\$1.75	\$700.00
44	TRAFFIC MARKING LINES, 6"	LF	596	\$8.00	\$4,768.00	\$2.00	\$1,192.00	\$2.25	\$1,341.00	\$3.50	\$2,086.00	\$5.00	\$2,980.00	\$2.23	\$1,329.08	\$3.50	\$2,086.00	\$5.00	\$2,980.00	\$3.00	\$1,788.00	\$2.50	\$1,490.00
45	TRAFFIC MARKING LINES, 8"	LF	20	\$10.00	\$200.00	\$3.00	\$60.00	\$2.75	\$55.00	\$6.00	\$120.00	\$10.00	\$200.00	\$2.97	\$59.40	\$6.00	\$120.00	\$5.00	\$100.00	\$3.25	\$65.00	\$3.25	\$65.00
46	TRAFFIC MARKING LINES, 24"	LF	64	\$20.00	\$1,280.00	\$6.00	\$384.00	\$9.00	\$576.00	\$7.00	\$448.00	\$10.00	\$640.00	\$8.91	\$570.24	\$7.00	\$448.00	\$10.00	\$640.00	\$9.00	\$576.00	\$10.00	\$640.00
47	REGULATORY AND WARNING SIGN	SF	53.5	\$100.00	\$5,350.00	\$1.00	\$53.50	\$50.00	\$2,675.00	\$55.00	\$2,942.50	\$30.00	\$1,605.00	\$50.00	\$2,675.00	\$60.00	\$3,210.00	\$50.00	\$2,675.00	\$50.00	\$2,675.00	\$55.00	\$2,942.50
48	RESET WATER VALVE BOX	UNIT	19	\$0.01	\$0.19	\$1.00	\$19.00	\$0.01	\$0.19	\$10.00	\$190.00	\$10.00	\$190.00	\$0.01	\$0.19	\$10.00	\$190.00	\$50.00	\$950.00	\$10.00	\$190.00	\$25.00	\$475.00
49	RECONSTRUCT MANHOLE, SANITARY SEWER, USING EXSISTING	UNIT	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$600.00	\$600.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
50	RECONSTRUCT MANHOLE, SANITARY SEWER, USING NEW	UNIT	1	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
51	RESET MANHOLE, SANITARY SEWER, USING EXSISTING CASTING	UNIT	4	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$650.00	\$2,600.00	\$500.00	\$2,000.00	\$1.00	\$4.00	\$1,000.00	\$4,000.00	\$400.00	\$1,600.00	\$300.00	\$1,200.00	\$500.00	\$2,000.00
52	RESET MANHOLE, SANITARY SEWER, USING NEW CASTING	UNIT	27	\$800.00	\$21,600.00	\$600.00	\$16,200.00	\$1,000.00	\$27,000.00	\$850.00	\$22,950.00	\$1,200.00	\$32,400.00	\$800.00	\$21,600.00	\$800.00	\$21,600.00	\$900.00	\$24,300.00	\$750.00	\$20,250.00	\$1,500.00	\$40,500.00
53	RESET GAS VALVE BOX	UNIT	7	\$0.01	\$0.07	\$1.00	\$7.00	\$0.01	\$0.07	\$20.00	\$140.00	\$10.00	\$70.00	\$0.01	\$0.07	\$10.00	\$70.00	\$50.00	\$350.00	\$10.00	\$70.00	\$50.00	\$350.00
54	TREE REMOVAL, OVER 6" TO 12" DIAMETER	UNIT	3	\$1,000.00	\$3,000.00	\$1.00	\$3.00	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$1,100.00	\$3,300.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$495.00	\$1,485.00	\$550.00	\$1,650.00	\$750.00	\$2,250.00
55	TREE REMOVAL, OVER 12" TO 18" DIAMETER	UNIT	4	\$1,500.00	\$6,000.00	\$1.00	\$4.00	\$1,600.00	\$6,400.00	\$1,500.00	\$6,000.00	\$1,300.00	\$5,200.00	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$852.50	\$3,410.00	\$875.00	\$3,500.00	\$1,000.00	\$4,000.00
56	TREE REMOVAL, OVER 18" TO 24" DIAMETER	UNIT	2	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$1,700.00	\$3,400.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$1,800.00	\$3,600.00	\$1,237.50	\$2,475.00	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00
57	TREE REMOVAL, OVER 24" TO 30" DIAMETER	UNIT	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$1,925.00	\$1,925.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
58	TOPSOIL STABILIZATION, TYPE 2 MAT	SY	20	\$40.00	\$800.00	\$1.00	\$20.00	\$30.00	\$600.00	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00	\$10.00	\$200.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00
59	CONTRACT ALLOWANCE	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
	BASE BID TOTALS				Bid Amount \$1,340,759.07	Bid Amount \$1,390,552.75	Bid Amount \$1,491,333.47	Bid Amount \$1,498,015.06	Bid Amount \$1,557,636.40	Bid Amount \$1,605,424.68	Bid Amount \$1,627,121.25	Bid Amount \$1,654,716.75	Bid Amount \$1,748,199.50	Bid Amount \$1,781,800.21									
	TOTALS				Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%	Bid Bond 10%									

NANCE ROAD, WARREN ROAD, and KING ROAD IMPROVEMENTS

BID OPENING AUGUST 15, 2023

- | | | |
|-----|--|----------------|
| 1. | A & J CONTRACTORS GROUP, INC.
105 FEDERAL ROAD
MONROE TOWNSHIP, NEW JERSEY 08831 | \$1,340,759.07 |
| 2. | REGGIO CONSTRUCTION, INC.
416 EAST CENTRAL BOULEVARD
PALISADES PARK, N.J. 07650 | \$1,390,552.75 |
| 3. | CCM CONTRACTORS (CAROCCIA)
336 ROUTE 22
GREEN BROOK, N.J. 08812 | \$1,491,333.47 |
| 4. | RIVERVIEW PAVING
859 WILLOW GROVE ROAD
HACKETTSTOWN, N.J. 07840 | \$1,498,015.06 |
| 5. | VEKTOR CORPORATION, INC.
348 SCHOOLHOUSE ROAD
MONROE TOWNSHIP, NEW JERSEY 08831 | \$1,557,636.40 |
| 6. | AMERICAN ASPHALT & TRUCKING LLC
818 SUMMER AVENUE
NEWARK, N.J. 07104 | \$1,605,424.68 |
| 7. | CIFELLI & SON GENERAL CONST., INC.
81 FRANKLIN AVENUE
NUTLEY, NEW JERSEY 07110 | \$1,627,121.25 |
| 8. | CROSSROADS PAVING COMPANY
385 SOUTH STREET #189
NEWARK, N.J. 07105 | \$1,654,716.75 |
| 9. | D.L.S. CONTRACTING
36 MONTESANO ROAD
FAIRFIELD, NEW JERSEY 07004 | \$1,748,199.50 |
| 10. | D & L PAVING CONTRACTORS, INC.
681 FRANKLIN AVENUE
NUTLEY, NEW JERSEY 07110 | \$1,781,800.21 |

**Resolution to Award a Contract Extension for Snow Plowing, Salting,
Removal and Snow Hauling for 2023-2024**

WHEREAS, Resolution No. 268-22 was authorized by the Township of West Orange Council for Snow Plowing, Salting, Removal and Snow Hauling within the Township for 2022-2023 with Two (2), One (1) Year Options, on October 25, 2022, and

WHEREAS, the Township wishes to continue contracted plowing, salting, removal and hauling services; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of this vendor, who is agreeable to existing rates to be charged, and

WHEREAS, the Township Engineer recommends extension of this contract for a second year, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Snow Removal Services contract be extended for the year(s) 2023-2024 to Grabowski Construction as per the attached schedule A, forgoing the bids rejected, and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

Karen J. Carnevale, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

**I hereby certify funds are available from Account: 01-330-500-00-01
(Salt, Chloride & Snow)**

*** amount not to exceed 2023 budget appropriation**

*** amount subject to 2024 approval of budget appropriation**

John O. Gross, Chief Financial Officer

SCHEDULE A**Vendor Submission List:**

Grabowski Construction
770 Northfield Avenue
West Orange, NJ 07052

Awarded Snow Plowing Routes:

Route 1D, Oaks, Dogwood, Korwel, Vizcaya & Reserve at Belair, \$415.00 per hour
Route 1E, Roosevelt Avenue/Loreilei Road to Manger Rd, Oldstead, \$415.00 per hour
Route 1G-1, St. Cloud Tract, \$405.00 per hour Route 1G-2, St. Cloud Tract, \$415.00 per hour
Route 1J-1, Stanford Area, \$405.00 per hour Route 1J-2, Stanford Area, \$415.00 per hour
Route 1K, Main Street Dead Ends, \$405.00 per hour

Rejection of Bids for Plowing and for Removal, Loading and Hauling:

Frank Galbraith & Son Excavation and Demolition, LLC.

Tandem Axle Truck with Plow \$275.00 per hour
20 cy roll off \$220.00 per hour
30 cy roll off \$220.00 per hour
Tandem Axle Trucks \$200.00 per hour
Tri-Axle Trucks \$220.00 per hour
Front End Loader \$345.00 per hour

347-23
October 10, 2023

**RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW REMOVAL
SERVICES FROM SIDEWALKS, PATHS, ET.AL, FOR 2023-2024**

WHEREAS, Resolution No. 297-22 was authorized by the Township of West Orange Council for Snow Removal Services from Sidewalks, Paths, Crosswalks, Bus Shelters and Stops within the Township for 2022-2023 with Two (2), One (1) Year Options, on November 22, 2022, and

WHEREAS, the Township wishes to continue contracted removal services; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of this vendor, who is agreeable to existing rates to be charged, and

WHEREAS, the Township Engineer recommends extension of this contract for a second year, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Snow Removal Services contract be extended for the year(s) 2023-2024 to the following vendor:

AMERICAN ASPHALT & TRUCKING, LLC
818 SUMMER AVENUE
NEWARK, N.J. 07014

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

Karen J. Carnevale, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

**I hereby certify funds are available from Account: 01-330-500-00-01
(Salt, Chloride & Snow)**

*** amount not to exceed 2023 budget appropriation**

*** amount subject to 2024 approval of budget appropriation**

John O. Gross, Chief Financial Officer

Paths, Crosswalks, Bus Shelters, and Stops within Township for 2022-2023 with Two (2), One (1) Year Options	American Asphalt and Trucking, LLC 818 Summer Avenue, Floor 1 Newark, N.J. 07104		
<i>Section 1A-B-C Northeast/Northwest</i> <i>Section 2A-B-C Southeast/Southwest</i>	UNIT PRICE PER FOUR PERSON CREW PER HOUR	MINIMUM HOURS	AMOUNT (UNIT PRICE x4 HOURS)
1A Two (2) Snow Blowers with Operators, Minimum 5 HP; Minimum Width 20", Maximum Width 36", Plus Two (2) Shovelers/Salters	\$379.00	4	\$1,516.00
1B Minimum Two (2) Backpack Blowers with Operators; plus One (1) Shoveler and One (1) Salter. (if Blowable)	\$364.00	4	\$1,456.00
1C One (1) Four Wheel Drive Tractor with Operator. Maximum Plow and Tractor Width 48", Minimum 20HP, plus Three (3) Shovelers, Salters, or Blowers.	\$442.50	4	\$1,770.00
2A Two (2) Snow Blowers with Operators, Minimum 5 HP; Minimum Width 20", Maximum Width 36", Plus Two (2) Shovelers/Salters	\$379.00	4	\$1,516.00
2B Minimum Two (2) Backpack Blowers with Operators; plus One (1) Shoveler and One (1) Salter. (if Blowable)	\$364.00	4	\$1,456.00
2C One (1) Four Wheel Drive Tractor with Operator. Maximum Plow and Tractor Width 48", Minimum 20HP, plus Three (3) Shovelers, Salters, or Blowers.	\$442.50	4	\$1,770.00

**RESOLUTION TO AWARD A CONTRACT EXTENSION FOR SNOW PLOWING,
SALTING, REMOVAL AND SNOW HAULING FOR 2023-2024**

WHEREAS, Resolution No. 246-22 was authorized by the Township of West Orange Council for Snow Plowing, Salting, Removal and Snow Hauling within the Township for 2022-2023 with Two (2), One (1) Year Options, on September 20, 2022, and

WHEREAS, the Township wishes to continue contracted plowing, salting, removal and hauling services; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods, and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of these vendors, who are agreeable to existing rates to be charged, and

WHEREAS, the Township Engineer recommends extension of this contract for a second year, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Snow Removal Services contract be extended for the year(s) 2023-2024 to the vendors previously awarded as per the attached schedule A, forgoing the bids rejected and rebid:

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

Karen J. Carnevale, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

**I hereby certify funds are available from Account: 01-330-500-00-01
(Salt, Chloride & Snow)**

*** amount not to exceed 2023 budget appropriation**

*** amount subject to 2024 approval of budget appropriation**

John O. Gross, Chief Financial Officer

SCHEDULE A**Vendor Submission List:**

Grabowski Construction
770 Northfield Avenue
West Orange, NJ 07052

American Asphalt and Trucking, LLC
818 Summer Avenue
Newark, NJ 07104

Downes Tree Service, Inc.
65 Royal Avenue
Hawthorne, NJ 07506

Awarded Snow Plowing Routes:

American Asphalt and Trucking, LLC

Route 1A, Lower Valley, \$250.00 per hour
Route 1B, Heights, \$250.00 per hour
Route 1C, Merklin District, \$300.00 per hour
Route 1F, Lower Gregory, \$300.00 per hour

Downes Tree Service, Inc.

Route 1H, Suburban, Robertson, \$295.00 per hour
Route 1I, Seaman, Woodland, \$295.00 per hour

Award for equipment upon request for Plowing and for Removal, Loading and Hauling:

American Asphalt and Trucking, LLC

Single Axle Truck with Plow \$275.00 per hour
Tandem Axle Truck with Plow \$275.00 per hour
Single Axle Truck with Plow \$250.00 per hour
Tandem Axle Trucks \$150.00 per hour
Tri-Axle Trucks \$150.00 per hour
Front End Loader \$275.00 per hour

Downes Tree Service, Inc.

Single Axle with Plow \$295.00 per hour
Tandem Axle with Plow \$295.00 per hour
Single Axle with Plow \$245.00 per hour
20 cy roll off \$180.00 per hour
30 cy roll off \$180.00 per hour
Tandem Axle Trucks \$165.00 per hour
Tri-Axle Trucks \$165.00 per hour
Front End Loader \$250.00 per hour

Grabowski Construction, Inc.

Tandem Axle Trucks \$200.00 per hour
Front End Loader \$350.00 per hour

Rejection of Bids:

Route 1D, Oaks, Dogwood, Korwell Grabowski Construction, Inc. \$450.00 per hour
Route 1E, Roosevelt, Lorelei Grabowski Construction, Inc. \$450.00 per hour
Route 1G-1 and Route 1G-2, St. Cloud Grabowski Construction Inc. \$425.00 and \$450.00 per hour
Route 1K Main Street Dead Ends Grabowski Construction Inc. \$425.00 per hour

Routes to be Rebid:

Route 1D, Oaks, Dogwood, Korwell
Route 1E, Roosevelt, Lorelei
Route 1G-1 and 1G-2, St. Cloud

Routes 1J-1 and 1J-2 Stanford
Route 1K, Main Street Dead Ends

RESOLUTION

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

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

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Montclair State University. Foundation	Revised 10.10.23 Off Premise 50/50	750 Eagle Rock Avenue	7847
Jewish Federation of Greater MetroWest NJ	11.16.23 Tricky Tray	750 Eagle Rock Avenue	7848
ICHS Blue Lion Club Of Montclair	<i>Revised Date-10.16.23</i> Previously Approved	90 Rock Spring Road	7840
ICHS Blue Lion Club Of Montclair	<i>Revised Date-10.16.23</i> Previously Approved	90 Rock Spring Road	7841
Metropolitan YMCA of the Oranges	<i>Revised Date-10.26.23</i> Off Premise 50/50	25 Prospect Avenue	7834
Our Lady of the Lake School	11.30.23 Tricky Tray	1 Crest Drive	7849
Our Lady of the Lake School	11.30.23 On Premise 50/50	1 Crest Drive	7850

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

Tammy Williams
Council President

Adopted: October 10, 2023

RESOLUTION

WHEREAS, CME Associates of Monmouth Junction, NJ is contracted to provide Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Public Works Building located at 25 Lakeside Avenue; and

WHEREAS, Matrix New World conducted a Preliminary Environmental Assessment associated with this parcel's redevelopment; and

WHEREAS, new areas of concern were discovered at the site; and

WHEREAS, Manal Baba, of CME Associates, formerly of T&M Associates of Middletown, New Jersey, is the Licensed Site Remediation Professional (LSRP) for the Public Works Building at 25 Lakeside Avenue; and

WHEREAS, CME conducted the site investigation of the 21 new areas of concern; and

WHEREAS, based on the results of the site investigation sampling, a remedial investigation and delineation of impacted soil and groundwater is required for eight areas of concern; and

WHEREAS, the firm of CME Associates prepared a proposal dated April 14, 2023 to conduct a remedial investigation of impacted areas of concern to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements in the amount of \$198,940.00; and

WHEREAS, the services proposed include 4 tasks:

Task 1: Soil Delineation – Soil Borings and Sampling

Task 2: Groundwater Investigation – Monitoring Wells Installation

Task 3: Groundwater Sampling

Task 4: LSRP Project Management, Reporting – Data Evaluation and Remedial Investigation Report

Task 4.1: Health and Safety Plan

Task 4.2: Quality Assurance Project Plan

Task 4.3: Update Receptor Evaluation

WHEREAS, the Municipal Engineer finds the proposal acceptable; and

WHEREAS, sufficient funds exist for this 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 a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services to conduct remedial investigation of impacted areas of concern at the Public Works Building, 25 Lakeside Avenue in accordance with their proposal dated April 14, 2023 for a fee not to exceed \$198,940.00.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available from:

**Account Number
2023 Capital Budget
\$198,940.00**

John O. Gross, Chief Finance Officer



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

April 14, 2023

Mr. John Gross
Township Business Administrator/CFO
Township of West Orange
66 Main Street
Room 111
West Orange, NJ 07052
jgross@westorange.org
Phone: (973) 325-4050

Ms. Zayibeth Carballo
Assistant Municipal Engineer
Township of West Orange
Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052
zcarballo@westorange.org

**Re: Proposal for Professional Services – Remedial Investigation
Department of Public Works at 25 Lakeside Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE # 22-07-27-1645-19 & 22-11-14-1414-25
NJDEP SRP PI# 014423**

Dear Mr. Gross:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Department of Public Works facility located at 25 Lakeside Avenue in West Orange.

This proposal is in response to the Township's request for a Scope of Services to perform remedial investigation to advance investigation and delineation of impacted soil and groundwater at the Site. The additional environmental services are described below.

CME is currently contracted with the Township for Professional Environmental and Licensed Site Remediation Services consulting work at the West Orange DPW located at 25 Lakeside Avenue (Site) to complete the remedial action of impacts resulting from an on-Site 4,000-gallon gasoline underground storage tank (UST) discharge. Additionally, CME conducted a Site



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 2 of 8

Investigation of the identified areas of concern (AOCs) in the Preliminary Assessment conducted by Matrix.

Matrix conducted a Preliminary Assessment (PA) at the Site and complete it in August 2022. Based on a review of the PA, several AOCs are identified, inside and around the DPW garage, that could be the source of the discharge at MW-9 and other potential discharges. Additional Site and Remedial investigation activities should be completed to investigate these new AOCs and the extent of impacted soil and groundwater related to any potential discharges.

CME conducted a Site Investigation (SI) in accordance with NJDEP requirements and guidance documents. As part of the investigation, soil samples were collected at the identified AOCs and groundwater samples were obtained from temporary well points installed at locations proximate to the AOCs. Based on the findings of the investigation, it appears that few discharges occurred at the Site which has impacted soil and groundwater at the Site. CME recommended further investigation be conducted in accordance with the Technical Requirements for Site Remediation (TRSR) (N.J.A.C. 7:26E) and NJDEP guidance documents to evaluate the extent of soil and groundwater impacts and determine the flow of groundwater beneath the Site.

Based on the results of the Site Investigation sampling, a Remedial Investigation of the impacted AOCs and delineation of impacted soil and groundwater at the Site is required.

This proposal was requested to conduct the required Remedial Investigation of the AOCs and complete the delineation of impacted soil and groundwater at the Site. The following scope of work is required to comply with the NJDEP Technical Requirements for Site Remediation at the Site and necessary to continue to advance the project towards a closure with Site-wide RAO.

The scope of work included in this proposal is based on the recommendations for investigation at AOCs identified in the PA and Site Investigation Report. The proposed scope of work is prepared to establish a Remedial Investigation of impacted AOCs to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements.

Note that based on the findings of the Remedial Investigation included in this proposal, further investigation and/or remediation may be warranted. This proposal does not include costs associated with additional investigation and remediation services beyond the scope of services presented herein.



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 3 of 8

SCOPE OF SERVICES

The following proposed Scope of Services is based on the findings of the investigations (SI sampling results and additional soil and groundwater investigation), as well as the NJDEP requirements set forth in the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) (N.J.A.C. 7:26C), Underground Storage Tanks (UST Rules) (N.J.A.C. 7:14B), the Technical Requirements for Site Remediation (TRSR) (N.J.A.C. 7:26E) and applicable NJDEP guidance documents.

TASK 1: SOIL DELINEATION - SOIL BORINGS AND SAMPLING

CME will retain the services of a qualified drilling contractor (Geoprobe operator) to perform direct-push soil borings and advance borings in all the impacted AOCs at the Site where additional investigation for soil and groundwater as recommended in the SI. The additional sampling is required to complete the horizontal and vertical delineation of soils impacts at the Site and collect additional information to support development of a remedial action design.

Encountered soils will be screened for the presence of volatile organic compounds (VOCs) using a calibrated photoionization detector (PID), assessed for visual and olfactory indications of contamination, and logged by CME personnel. In order to complete the delineation of the horizontal and vertical extents of soil contamination identified at the Site, soil samples will be collected at appropriate locations and intervals proximate to previous samples and will be submitted for appropriate analytical parameters based on the contaminants previously identified at each location/AOC. Final boring/sample locations will be determined in the field and will be surveyed using handheld GPS equipment.

The additional sampling will be conducted at the following Impacted AOCs:

- AOC-1F Edison - Two (2) former oil tank ASTs at East Storage Area
- AOC-5G Former Edison Coal Pile at Exterior East Storage Yard
- AOC-10A Oil/Water Separator at Exterior West Side of Repair Garage
- AOC-11A Historic Fill Area depicted at Location of Former Rail Line and AOC-11B - Historic Fill - Miscellaneous Subsurface Fill and Building Debris throughout Site
- AOC-15B - Staining at Exterior Truck Park, South of Storage Garage
- AOC-18B - Former Edison: Concrete Coal Trestle (Rail Siding)



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 4 of 8

- AOC-19 - Groundwater Contamination from Unknown/Off-Site Chlorinated Solvent Sources

Up to fifty (50) soil borings will be advanced to depths that range between approximately five (5) to twenty (20) feet below ground surface (ft bgs).

CME personnel will log all borings and will utilize a photoionization detector (PID) to screen for the presence of volatile organic compounds (VOCs). All boring locations will be surveyed using GPS equipment.

The soil samples at each AOC location will be analyzed for different parameters, including EPA Target Compound List volatile organic compounds (TCL VO+TICs), semi volatile organic compounds (TCL SVO+TICs) with a library search of the fifteen (15) highest Tentatively Identified Compounds (TICs) or PAHs, PCBs and TAL Metals. All soil samples will be submitted to a NJDEP-certified analytical laboratory for analysis.

One (1) field blank sample will also be collected each day of field activities. The field blank(s) will be handled and transported in the same manner and analyzed for the same parameters as the samples collected that day.

The samples will be collected and equipment will be decontaminated in accordance with the NJDEP Field Sampling Procedures Manual (August 2005 edition, revised April 2011). All samples will be submitted to a NELAP-accredited and NJDEP-certified laboratory for analysis on a standard turnaround time.

Upon receipt of laboratory test results, CME will compare all groundwater sample results against the current NJDEP Groundwater Quality Standards (GWQS) for Class II-A Aquifers (N.J.A.C. 7:9C) and the NJDEP Vapor Intrusion Screening Levels (VISL).

All the field work implemented at the Site during the site investigation will be supervised; field screening techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to determine the potential presence of impacted materials.

TASK 2: GROUNDWATER INVESTIGATION – MONITORING WELLS INSTALLATION

Four (4) monitoring wells (MW-12 through MW-15) will be installed to assist in the proposed remedial action monitoring at the site. CME will retain a licensed driller to install the monitoring wells with 2-inch diameter PVC; three wells will be constructed to a depth of approximately (20)



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 5 of 8

feet and one well will be constructed as a double-cased deep well and will be installed to a depth of 40-45 feet below ground surface (bgs).

Based on the regional geology at the site vicinity, it is expected that the subsurface materials encountered will consist primarily of shale bedrock.

The depths and locations of the monitoring wells will be determined based on the findings of the investigations conducted to date to delineate the extent of contaminants identified during the initial sampling event.

The wells will be completed with a flush-mount cover. Drill cuttings will be placed in drums and properly disposed off-site at a licensed facility, and development water will be drummed for off-site disposal or properly treated prior to on-site discharge. A professional licensed surveyor will survey the monitoring wells. Well logs and Form A and Form B will be prepared to properly document the well construction.

TASK 3: GROUNDWATER SAMPLING

Two (2) rounds of groundwater samples will be collected from all monitoring wells to delineate the impacted groundwater and evaluate trends and seasonal fluctuations in contaminant concentrations and provide a baseline dataset for further remedial investigation, if needed.

- Two rounds of groundwater samples will be collected using existing wells and proposed monitoring wells MW-4 through MW-9. Sampling will be performed in accordance with USEPA Low Flow Sampling Procedures (March 1998).
- Water levels will be measured in all monitoring wells to confirm the groundwater flow direction. Water quality parameters will be directly measured in the field including conductivity, pH, temperature, redox potential, salinity, and dissolved oxygen (DO).
- All groundwater samples will be submitted for laboratory analysis for Target Compound List (TCL) VOCs and TCL semi volatile organic compounds (SVOCs) and TAL Metals in accordance with the TRSR and NJDEP guidance documents. Trip blank samples will accompany the groundwater sample(s) and will be analyzed for TCL VOCs and TBA. One (1) field blank sample will also be collected each day of field activities. The blanks will be handled and transported in the same manner and analyzed for the same parameters as the samples collected that day.

If groundwater contamination is delineated, additional groundwater sampling may be performed to evaluate compliance with remediation standards and determine if natural attenuation and CEA can be used as the groundwater remedial action at the Site; costs of the additional sampling are not included in this proposal.

If groundwater contamination is not delineated, additional monitoring wells and sampling will be required; costs is not included in this proposal.



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 6 of 8

TASK 4: LSRP PROJECT MANAGEMENT, REPORTING - DATA EVALUATION AND REMEDIAL INVESTIGATION REPORT

LSRP Project Management: Licensed Site Remediation Professional (LSRP) services are required to be completed to comply with NJDEP regulatory requirements.

CME will provide effective project management services to complete the work proposed herein and will coordinate with the Borough and their subcontractor(s), CME's subcontractor(s), and the NJDEP, as necessary. CME's assigned LSRP will oversee remedial activities at the Site, prepare/certify related reports, and submit the required Site Remediation Reform Act (SRRA) forms to the NJDEP.

Task 4.1: Health and Safety Plan

A site-specific Health and Safety Plan (HASP) will be prepared in accordance with applicable Occupational Safety and Health Administration (OSHA) regulations and industry health and safety standards. The HASP will specify the health and safety procedures to be followed during implementation of the field activities at the Site in order to protect on site personnel and the general public, respond to emergencies, comply with environmental regulations, and prevent pollution as a result of work operations.

Task 4.2: Quality Assurance Project Plan

A site-specific Quality Assurance Project Plan (QAPP) for the proposed investigation activities will be prepared in accordance with the requirements at N.J.A.C. 7:26E-2.2 and NJDEP guidance documents. The QAPP will specify the quality assurance (QA) and quality control (QC) procedures to be implemented during the field activities at the Site.

Task 4.3: Update Receptor Evaluation

Pursuant to N.J.A.C. 7:26E-1.12 et seq., the receptor evaluation must be updated and submitted to the NJDEP along with any key document submittal (e.g., RIR). Accordingly, CME will conduct a receptor evaluation update based on the findings of the investigations proposed herein. CME will also complete and submit the required Receptor Evaluation Form to applicable government agencies (e.g., NJDEP, health department, municipal clerk).

PROPOSED BUDGET

The budget for completion of the proposed scope of work is **\$198,940** as indicated in the following table:

Task	Description	Cost
------	-------------	------



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 7 of 8

1	Soil Delineation - Soil Borings and Sampling	\$ 69,070
2	Groundwater Investigation – Monitoring Wells Installation	\$ 68,290
3	Groundwater Sampling	\$ 30,700
4	LSRP Project Management, Reporting - Data Evaluation and Remedial Investigation Report	\$ 30,880
Total		\$198,940

The proposed budget includes approximately **\$130,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc., and NJDEP fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 8 of 8

- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.
- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024

Senior Project Manager	\$187.00 Per Hour
Project Manager	\$186.00 Per Hour
Project Leader	\$185.00 Per Hour
Professional Engineer	\$184.00 Per Hour
Senior Project Engineer.....	\$179.00 Per Hour
Project Engineer	\$158.00 Per Hour
Senior Design Engineer.....	\$144.00 Per Hour
Design Engineer	\$137.00 Per Hour
Drone Pilot.....	\$143.00 Per Hour
Senior Engineering Technician.....	\$129.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$122.00 Per Hour
Drone Technician	\$ 80.00 Per Hour
Professional Land Surveyor	\$181.00 Per Hour
Land Surveyor	\$161.00 Per Hour
Robotic Total Station	\$ 79.00 Per Hour
Party Chief.....	\$137.00 Per Hour
Survey Technician.....	\$106.00 Per Hour
Resident Engineer.....	\$164.00 Per Hour
Chief Construction Engineer.....	\$154.00 Per Hour
Senior Construction Engineer.....	\$129.00 Per Hour
Construction Engineer	\$123.00 Per Hour
Chief Construction Technician.....	\$106.00 Per Hour
Senior Construction Technician.....	\$ 94.00 Per Hour
Construction Technician	\$ 88.00 Per Hour
Technical Assistant.....	\$101.00 Per Hour
Senior CAD Technician	\$135.00 Per Hour
Licensed Landscape Architect.....	\$183.00 Per Hour
Senior Landscape Designer	\$164.00 Per Hour
Certified Tree Expert	\$146.00 Per Hour
Landscape Designer.....	\$130.00 Per Hour
Director of Planning	\$188.00 Per Hour
Professional Planner	\$187.00 Per Hour
Project Planner	\$155.00 Per Hour
Planning Technician	\$133.00 Per Hour
Partner.....	\$191.00 Per Hour
Principal.....	\$190.00 Per Hour
Managing Partner/Administrative Partner.....	\$201.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service..

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



R E S O L U T I O N

WHEREAS, by Resolution No. 99-22 dated April 5, 2022, the Township Council awarded the Contract Rock Spring Golf Club Cart Path Improvements to Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ 07052 in the amount of \$944,475.00; and

WHEREAS, at the elevated green near the No. 15 hole of the Rock Spring Golf Club golf course, a wall collapsed causing damage to the cart path; and

WHEREAS, it was necessary to reconstruct the wall and the cart path; and

WHEREAS, the wall was reconstructed in a manner in which it will not occur again; and

WHEREAS, the Assistant Municipal Engineer by letter dated August 30, 2023 recommends additional funding in the amount of \$15,035.02 for the reconstruction of the wall and cart path at the Rock Spring Golf Club; 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. 1 and Final for the Rock Spring Golf Club Cart Path Improvements with Grabowski Construction, Inc., 770 Northfield Avenue, West Orange, NJ in the amount of \$15,035.02 or 1.59 percent increase in the original contract amount is hereby approved bringing the adjusted contract amount to \$959,510.02.

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

Tammy Williams, Council President

Adopted: October 10, 2023

I hereby certify funds are available

**ACCT NO. 03 2661 21 0400 110
2021 Capital Budget
Rock Spring golf Club
\$14,995.02**

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

ZAYIBETH CARBALLO

Assistant Municipal Engineer

August 30, 2023

CHANGE ORDER NO. 1 and Final

PROJECT: ROCK SPRING GOLF CLUB CART PATH IMPROVEMENTS

CONTRACTOR: GRABOWSKI CONSTRUCTION, INC.
770 NORTHFIELD AVENUE
WEST ORANGE, NJ 07052

Original Contract Amount \$944,475.00

Change Order No. 1 and Final
Wall and Cart Path Reconstruction
Near Hole #15 \$15,035.02

Adjusted Contract Amount \$959,510.02
Through Change Order No. 1

Percent Increase in Contract 1.59%

Reason for Change Order and Increase
Wall collapsed causing damage to the cart path near hole #15 on the golf course

Approved by

Municipal Engineer

Date

Contractor

Date

Township of West Orange, NJ

Date

This Change Order was approved by Resolution No. 351-23 dated October 10, 2023 of the West Orange Township Council.

R E S O L U T I O N

WHEREAS, in early August 2023, the Township's Sewer Division determined the storm sewer main at Harrison Avenue between Chestnut Street and Cherry Street significantly deteriorated; and

WHEREAS, to avoid any additional collapse of the storm sewer main which could lead to could result in further ponding and accumulation of stormwater onto the street, the Engineering Division and Sewer Division decided the 270 feet of eight-inch (8") diameter storm sewer main needed to be replaced on an expedited and emergency basis; and

WHEREAS, the Engineering Department obtained a proposal dated August 15, 2023 from Shauger Property Services, Inc. of 429 Dodd Street, East Orange, NJ to repair eight-inch (8") diameter storm sewer main on Harrison Avenue between Chestnut Street and Cherry Street; and

WHEREAS, the cost of the work is estimated to be \$36,127.75 without contingencies; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Assistant Municipal Engineer on September 20, 2023 notified the Purchasing Agent of the need to perform an emergency contract for this work with a total estimated cost of \$36,127.75 which is above the bid threshold; and

WHEREAS, the Assistant Township Engineer by letter dated September 22, 2023 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this 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 an emergency appropriation in the amount of \$36,127.75.00 is authorized to Shauger Property Services, Inc. for emergency storm sewer repair to the Township's storm sewer main on

Harrison Avenue between Chestnut Street and Cherry Street.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available for this work

Account No.

\$36,127.75

Capital Budget, Sewer Improvements

John O. Gross, Chief Financial Officer



SHAUGER PROPERTY SERVICES, INC.

352-23

To: Jim Williams Date: August 15, 2023
Address: 25 Lakeside Avenue
West Orange, NJ 07052
Phone: (973) 495-0100
Email: Jawdpw59@yahoo.com
Project Name: 8-Inch Storm Line Replacement on Chestnut Street & Harrison Avenue, West Orange

Shauger Property Services, Inc. "proposes to complete the following work for Twp of West Orange at the project named above:"

SCOPE OF WORK: Storm Line Replacement

- ♦ Shauger Property Services, Inc. proposes to supply all labor, material, equipment, and supervision to perform the following scope of work for the Township of West Orange:
- ♦ Saw cut trench (270 LF) approximately 2' from curb including intersection.
- ♦ Excavate trench in the roadway area to a depth of approximate 18" to 24" and install new 8" SDR 35 PVC pipe from inlet to inlet, to include 4" stone bedding under pipe and DGA backfill to 6" below finished grade.
- ♦ Restore asphalt in trench, 6 inches of 12.5M64 in (2) lifts.

Total cost for the above scope of work: \$30,295.55
Budget for Police Traffic Directors: \$ 5,302.00 + 1070 = 53020 = 5832.20
\$35,597.55 \$ 36,127.75

Exclusions:

- All work not specifically identified in this proposal
- Disposal of contaminated materials
- Permits
- As Built
- Police

All rates are based on prevailing wage labor being carried out during regular working hours requested. Certified payroll records to be provided if applicable. This proposal is valid for 30 days. The above project will be scheduled upon receipt of this signed proposal and the availability of material. Client is to provide all plans, specifications and permit(s), if needed. All pricing excludes New Jersey Sales Tax. The purchaser shall provide an applicable tax exempt form. The above cost proposal is a budget estimate only and will tracked on time and material.

PLEASE NOTE: In the event of a default necessitating legal proceedings for collection purposes, customer shall pay Shauger Property Services, Inc. a sum equal to the actual cost of attorney's fees and disbursement for said collection.

AGREEMENT: If you agree with this proposal, please indicate your acceptance by signing below and returning a signed copy for our records. If a purchase order is required for processing of payment, please submit along with signed contract.

Approved By: _____ Date: _____

If you have any questions, please do not hesitate to contact me at ext. 110.

Respectfully Submitted,
SHAUGER PROPERTY SERVICES, INC.

Matthew P. Mulligan
Matthew Mulligan
President of Operations



CONSTRUCTION, INC.

770 Northfield Avenue
West Orange, New Jersey 07052

Office 973-731-0111
Fax 973-731-6709

August 15, 2023

Zayibeth Carballo, Assistant Municipal Engineer
Township of West Orange,
Department of Public Works, Engineering Division
25 Lakeside Ave
W Orange, NJ 07052

Re: Harrison St Storm Sewer Repair (Cherry St – Chestnut St)

Scope of Work:

1. Sawcut trench, 270 lf @ \$7.00 per lf = \$1,890.00
2. Remove & dispose asphalt, 30 cy @ \$60.00 per cy = \$1,800.00
3. Remove & replace existing storm pipe w/8" SDR35 PVC (includes trench spoil export, 6" thick ¾" clean stone bedding, full depth DGA backfill), 240 lf 8" PVC pipe @ \$95.00 per lf = \$22,800.00
4. Pavement restoration, two (2) 3" lifts w/12.5M64 asphalt, 48 tons asphalt @ \$200.00 per ton = \$9,600.00

Total \$36,090.00 + 10% for increase (police) = \$41,922.75

Police Protection:

2-Officers for 3 days @ 10 hrs per day for each officer = 60 hrs @ \$88.38 per hour = \$5,302.50

Exclusions:

- *Engineering
- *Surveying
- *Unforeseen subsurface conditions
- *Underground utility conflicts
- *Soil testing
- *Handling of contaminated material

+ 10% (\$5302.50)
\$5832.75

Submitted by:

Linda E. Grabowski

Grabowski Construction, Inc

RESOLUTION

WHEREAS, it is necessary for the Township to hire a contractor to perform the work associated with 2022 CDBG Valley Road Rehabilitation project; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)f, authorizes the Township to contract without public bidding for the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or exacted, filed with the BPU; and

WHEREAS, Public Service Electric and Gas (PSE&G) Company is a public utility company and has submitted a proposal for the 2022 CDBG Valley Road Improvement project totaling the amount of \$43,259.74 to perform the above-described work in accordance with the tariffs or schedules of charges filed with the BPU; 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 a contract in the amount of \$43,259.74 to perform work associated with the 2022 CDBG Valley Road Rehabilitation project is awarded to PSE&G Company, in the contract amount of \$43,259.74.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute a contract to PSE&G in connection with the associated work on the 2022 CDBG Valley Road Rehabilitation project on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

I hereby certify funds are available

ACCT NO.
2023 Capital Budget
\$43,259.74

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, The Township of West Orange wishes to remove existing 550-gallon underground storage tank (UST) and install a 550-gallon diesel aboveground storage tank (AST) and related equipment and material for the purposes of dispensing fuel at Dogwood Pump Station; and

WHEREAS, the Township and its Department of Public Works received a proposal from T Slack Environmental Services to remove the one (1) 550-gallon diesel UST and to install one (1) 550-gallon diesel AST at Dogwood Pump Station through New Jersey State Contract #A42266; and

WHEREAS, T Slack Environmental Services of Kenilworth provided a cost proposal on September 27, 2023 in the total amount of \$88,254.70 of which \$9,044.50 is for the removal of the 550-gallon diesel UST and \$79,210.20 is for the replacement of the 550-gallon diesel with an AST; and

WHEREAS, the Assistant Township Engineer by letter dated September 27, 2023 recommends entering into contract with T Slack Environmental Services; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services, enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the cost proposal and product specifications are satisfactory to the Department of Public Works; and

WHEREAS, sufficient funds exist for this 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 a contract for the removal of the UST and replacement of the 550-gallon diesel tank with an AST be awarded to T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033 in accordance with their proposal dated September 27, 2023 in an amount not to exceed \$88,254.70 for services at the Township's Dogwood Pump Station.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

October 10, 2023

I certify funds are available for this work from Account No.
\$88,254.70
Capital Budget

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contract Law (N.J.S.A. 40A-11-1) for the Ginny Duenkel Pool Improvements, West Orange, N.J.; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive two bids; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Township Engineer as to the award of said bid, and

WHEREAS, the Assistant Municipal Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Ginny Duenkel Pool Improvements is hereby awarded to:

ALL STATE TECHNOLOGY, INC.

10 LARK LANE

OAK RIDGE, NEW JERSEY 07438

In the amount of \$478,375.00;

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they, hereby are respectively authorized to execute and attest a contract for the foregoing.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available for this work from

**Account No. _____
2023 Capital Budget
\$478,375.00**

John O. Gross, Chief Financial Officer

GINNY DUENKEL POOL IMPROVEMENTS							
BIDS RECEIVED ON: AUGUST 24, 2023							
				1		2	
Awarded By Township of West Orange on:				ALL STATE TECHNOLOGY, INC. 10 LARK LANE OAK RIDGE, NJ 07438		CFM CONSTRUCTION, INC. 5 BAY STREET STIRLING, NJ 07980	
				LOW BIDDER			
ITEM NO.	Description of Items	Unit Measure	Quantity	Unit Price	Amount	Unit Price	Amount
1	REMOVE AND REPLACE EXISTING PLASTER SURFACE AND LANE LINE TILES, REPAIR CRACKS IN CONCRETE SUBBASE. COMPLETION OF ALL WORK AS REQUIRED BY THE DRAWINGS, SPECIFICATIONS AND ADDENDA	LS	1	\$310,000.00	\$310,000.00	\$382,000.00	\$382,000.00
2	REMOVE AND REPLACE WALL ANCHORS	LS	22	\$75.00	\$1,650.00	\$100.00	\$2,200.00
3	REMOVE AND REPLACE DEFECTIVE JETS IN WALLS	LS	20	\$25.00	\$500.00	\$100.00	\$2,000.00
4	REMOVE AND REPLACE EXISTING FLOOR DRAINS	LS	6	\$600.00	\$3,600.00	\$800.00	\$4,800.00
5	REMOVE AND REPLACE EXISTING WALL DRAINS	LS	2	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00
6	REMOVE 2" DECK DRAIN AND REPLACE WITH NEW 4" DRAIN	LF	1,100	\$90.00	\$99,000.00	\$195.00	\$214,500.00
7	REPLACE CREACKED SECTIONS OF CONCRETE COPING	LF	75	\$75.00	\$5,625.00	\$100.00	\$7,500.00
8	NEW SAFETY COVER FOR POOL(IF AND WHERE DIRECTED)	LS	1	\$50,000.00	\$50,000.00	\$52,000.00	\$52,000.00
9	MISC. CONTINGENCY ALLOWANCE	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	BASE BID TOTALS			Bid Amount	\$478,375.00	Bid Amount	\$671,600.00
	TOTALS				Bid Bond 10%		Bid Bond 10%

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

Resolution No. 356-23

Dated: October 10, 2023

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO
SCHOOL PROGRAM 2024**

WHEREAS, the FY2024 Safe Routes to School Program ("Program") provides federal funds for infrastructure projects that facilitate walking and/or bicycling to school, including the construction or installation of sidewalks, crosswalks, signals, traffic-calming measures, and bicycle facilities; and

WHEREAS, the Township of West Orange, in coordination with the West Orange Board of Education, has worked diligently to implement projects that improve the accessibility, safety, use, and maintenance of the areas surrounding schools within the community; and,

WHEREAS, the FY2024 Program is being administered by the New Jersey Department of Transportation; and

WHEREAS, no municipal matching funds are required through this Program; and

WHEREAS, the Township of West Orange wishes to apply for these grant funds in an amount not to exceed \$1,500,000.00 for the Gregory Ave and Lowell Ave Safe Routes to School Project;

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

- A. The Mayor and Council of the Township of West Orange, in the County of Essex, State of New Jersey, formally authorize the Mayor and Clerk to submit an electronic grant application identified as "*SRS-2024-Gregory Ave and Lowell Ave Safe Routes to School*" to the New Jersey Department of Transportation for funding under the 2024 Safe Routes to School Program on behalf of the Township of West Orange.
- B. This project involves roadways that are owned and maintained by both the Township of West Orange and by the County of Essex and the County of Essex will document a clear commitment in support the Township's application and to maintain the right of way within project area as it always has. This document will also make clear the boundaries of ownership between the County of Essex and the Township of West Orange.

- C. Following the completion of the proposed project, the Township of West Orange will assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2024 Safe Routes to School Program; and,
- D. The Township of West Orange is designating Zayibeth Carballo Assistant Municipal Engineer, Department of Public Works/Engineering Division as the “responsible charge” for this program. Zayibeth Carballo is a full-time employee of the Township of West Orange and will be the responsible charge for the proposed Federal-aid construction project.
- E. Upon receipt of a grant award, the Mayor, or those in said title, is hereby authorized to sign the grant agreement on behalf of West Orange Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.
- F. This resolution shall take effect immediately upon passage.

Dated: October 10, 2023

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

Tammy Williams
Council President

I, Karen J. Carnevale, Municipal Clerk, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Council held on October 10, 2023.

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

RESOLUTION

WHEREAS, the Township of West Orange by Resolution No. 134 -21 dated June 22, 2021 awarded a Professional Services contract to the architectural firm of Arcari Iovino, One Katherine Street, Little Ferry, NJ 07643 in the amount of \$318,000.00 for the design of a new West Orange Public Library at 10 Rooney Circle; and

WHEREAS, during the design, Arcari Iovino prepared interior renderings of the new Library which was not a task included in their design contract; and

WHEREAS, by Resolution No. 36-22 dated February 15, 2022 the Township Council approved Change Order No. 1 in the amount of \$9,050.00; and

WHEREAS, New Jersey American Water (NJAW) initiated a request to create a new domestic water line; and

WHEREAS, by Resolution No. 31-23 dated January 24, 2023 the Township Council approved Change Order No. 2 in the amount of \$3,500.00; and

WHEREAS, additional Contract Administration Services are required due to the extended completion date of the new West Orange Public Library project; and

WHEREAS, the Municipal Engineer by letter dated September 27, 2023 recommends Change Order No. 3 with Arcari Iovino in the amount of \$25,000.00 for the additional Contract Administration Services through the end of the project; 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's Council of the Township of West Orange that Change Order No. 3 in the amount of \$25,000.00 with Arcari Iovino for additional services, Change Order No. 1 in the amount of \$9,050.00 and Change Order No. 2 in the amount of \$3,500.00 which represents an 11.81 percent increase in the original contract amount of \$318,000.00 is hereby approved bringing the final adjusted contract amount to \$355,550.00.

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, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available in Acct. No. 03-2544-18-0200-010
\$25,000.00

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY
Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: LLepore@westorange.org

LEONARD R. LEPORE
Director/Municipal Engineer

September 27, 2023

CHANGE ORDER NO. 3
WEST ORANGE PUBLIC LIBRARY DESIGN
10 ROONEY CIRCLE

ARCHITECT: ARCARI IOVINO
ONE KATHERINE STREET
LITTLE FERRY, NJ 07643

ORIGINAL CONTRACT AMOUNT \$318,000.00
RESOLUTION NO. 134-21 DATED: June 22, 2021

Change Order No. 1	\$9,050.00
Adjusted Contract Amount Through Change Order No. 1	\$327,050.00
Change Order No. 2 Additional services – new domestic water line	\$3,500.00
Adjusted Contract Amount Through Change Order No. 2	\$330,550.00
Change Order No. 3 Additional Contract Administration Services	\$25,000.00
Adjusted Contract Amount Through Change Order No. 3	\$355,550.00
Percent Increase in Contract Through Change Order No. 3	11.81%

Reason for change Order and Increase:

Additional Contract Administration services required due to the current extended completion date of the project.

Approved:

Arcari -Iovino Architects

Date

Township of West Orange

Date

Authorized by Resolution No. 357-23, dated October 10, 2023 of the West Orange Township Council.

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes 2023 NJDOT Municipal Aid (MA) Grant Project for Colonial Woods, Carlson Road, and Cullen Drive Road Improvements Project; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering firm and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated May 10, 2023 for these professional design services; and

WHEREAS, the Township Engineer solicited a proposal from five professional engineering and land surveying firms; and

WHEREAS, the Township Engineer solicited a proposal from four professional engineering and land surveying firms; and

WHEREAS, Greenman-Pederson, Inc., responded to the Request for Proposal; and

WHEREAS, Greenman-Pederson, Inc. have performed similar work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated October 2, 2023 the Assistant Municipal Engineer recommended a professional services contract be awarded to, Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Land Engineering Services associated with 2023 NJDOT Municipal Aid (MA) Grant Project for Colonial Woods, Carlson Road, and Cullen Drive Road Improvements Project; and

WHEREAS, Greenman-Pederson, Inc. responded to the Township's Request for Qualifications for Professional Services for 2022 and 2023; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Greenman-Pederson, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman-Pederson, Inc. to provide professional engineering services for 2022 Street Improvements Phase I in an amount not to exceed \$33,900.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

Tammy Williams, Council President

Adopted: October 10, 2023

I hereby certify funds are available from:

ACCOUNT NO.
2023 Capital Budget
\$33,900.00

John Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

SUSAN McCARTNEY
MAYOR

ZAYIBETH CARBALLO
Assistant Municipal Engineer

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

May 10, 2023

Andrew Cangiano
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ, 07950

RE: **REQUEST FOR PROPOSALS**
MA FY 2023 NJDOT MUNICIPAL AID PROGRAM
CARLSON ROAD, CULLEN DRIVE AND COLONIAL WOODS DRIVE
FROM MORRIS ROAD TO WARREN ROAD IMPROVEMENTS PROJECT

Dear Mr. Cangiano,

The Engineering Department for the Township of West Orange requests proposals from firms providing both Civil and Engineering and Land Surveying Services, which are capable of preparing the necessary improvement plans, specifications and bid documents for NJDOT Municipal Aid Program (MA) 2023. The following professional services are required for the proposed recreational improvements:

1. Land Surveying Services:

- A. Boundary and Topographic Survey including additional topography behind the curb and sidewalk of the roadways and at road intersections;
- B. Top and Bottom of curb elevations, storm inlets with inverts and pipe sizes, sanitary manholes with rim elevations, and any other utilities visible on the roadways will need to be located;
- C. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- D. Benchmark(s) to be set on site for future use;
- E. Existing conditions/Survey Control plan;
- F. Coordinate utility mark-outs;

As part of the deliverables, an electronic AutoCAD file of the Boundary and Topographic Survey is

AN EQUAL OPPORTUNITY EMPLOYER
www.westorange.org

to be provided as part of the deliverables to our division.

2. Civil Engineering Services:

- A. Proposed roadway profiles matching existing grades;
- B. Roadway improvements include curb, , sidewalk, aprons, pavement milling and resurfacing, pavement striping, new traffic signs, shade trees;
- C. Curb ramp plans and details as necessary;
- D. New drainage improvements as necessary;
- E. Drainage structure repairs with new frames, grates, curb pieces as necessary;
- F. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary;
- G. Coordinate with WO Traffic Bureau for the preparation of traffic control and detour plans;
- H. Prepare construction details;
- I. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan and Details, Traffic Control and Detour Plans, and Construction Details;
- J. Include one (1) meeting with Township Officials for Preliminary Design;
- K. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;

Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files. A project location map is enclosed.

The cost of services shall be for a complete design and one (1) bid package including cost estimates, plans, specifications and bid documents (twenty copies for each) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to advertise for bids by Spring 2024 with construction in Summer and Fall 2024. Proposals shall be submitted in writing on or before 10:00 A.M. Thursday, May 25, 2023 to the Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

A separate proposal for construction inspection and certificates of completion should also be included if available from your firm.

Very Truly yours,

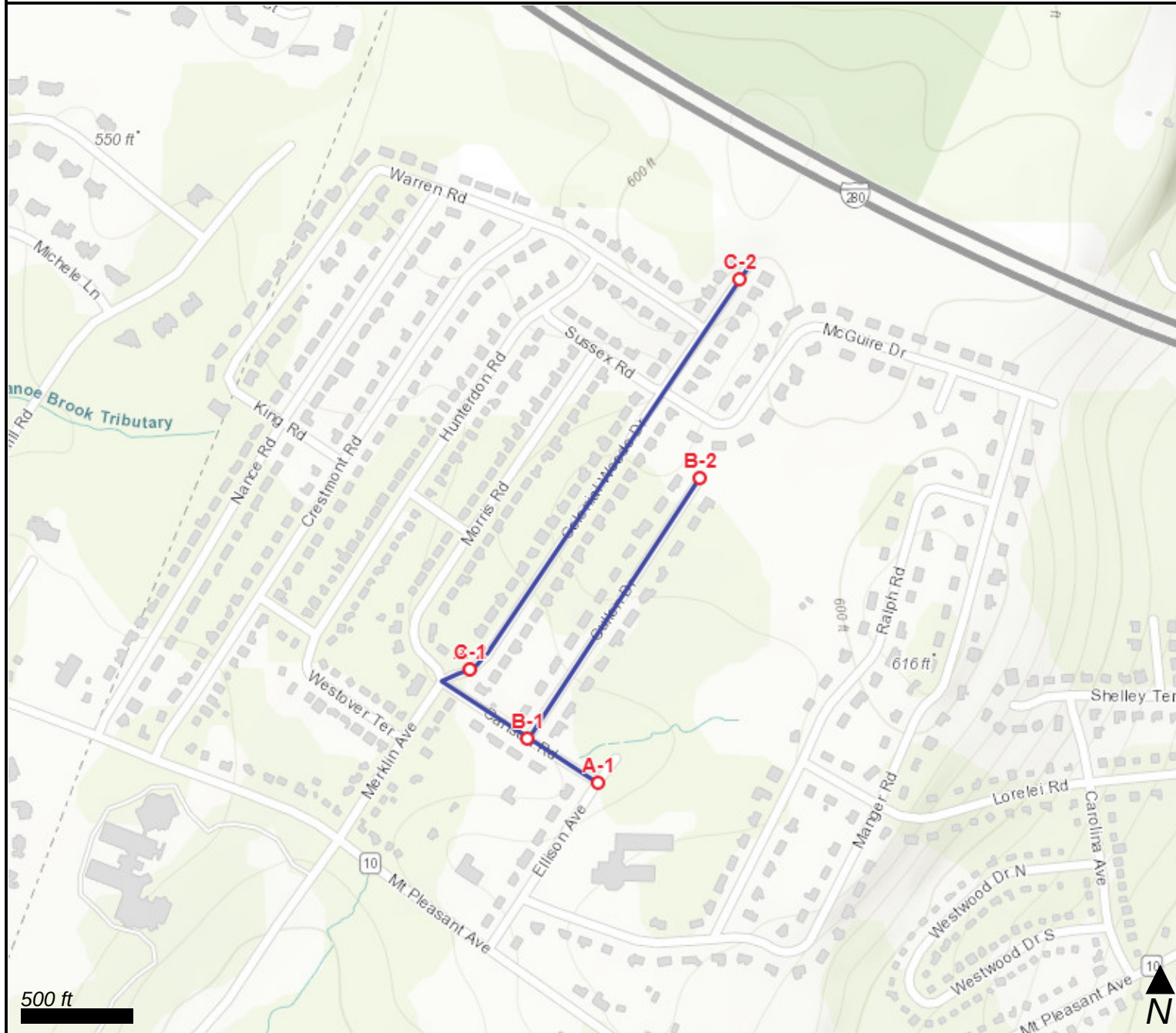
Zayibeth Carballo

Zayibeth Carballo,
Assistant Municipal Engineer

ZYC

Carlson Rd, Cullen Dr and Colonial Woods Dr from Morris Rd to Warren Rd Improvements Project

Morris Rd, Cullen Dr, Colonial Eds Rd



- Project Location
- Nearest SRI Mile Point

#	MP	Standard Route ID
A-1	0	07221348__
A-2	0.55	07221351__
B-1	0	07221352__
B-2	0.25	07221352__
C-1	0.55	07221351__
C-2	0.2	07221351__

Total Length: 0.78 miles

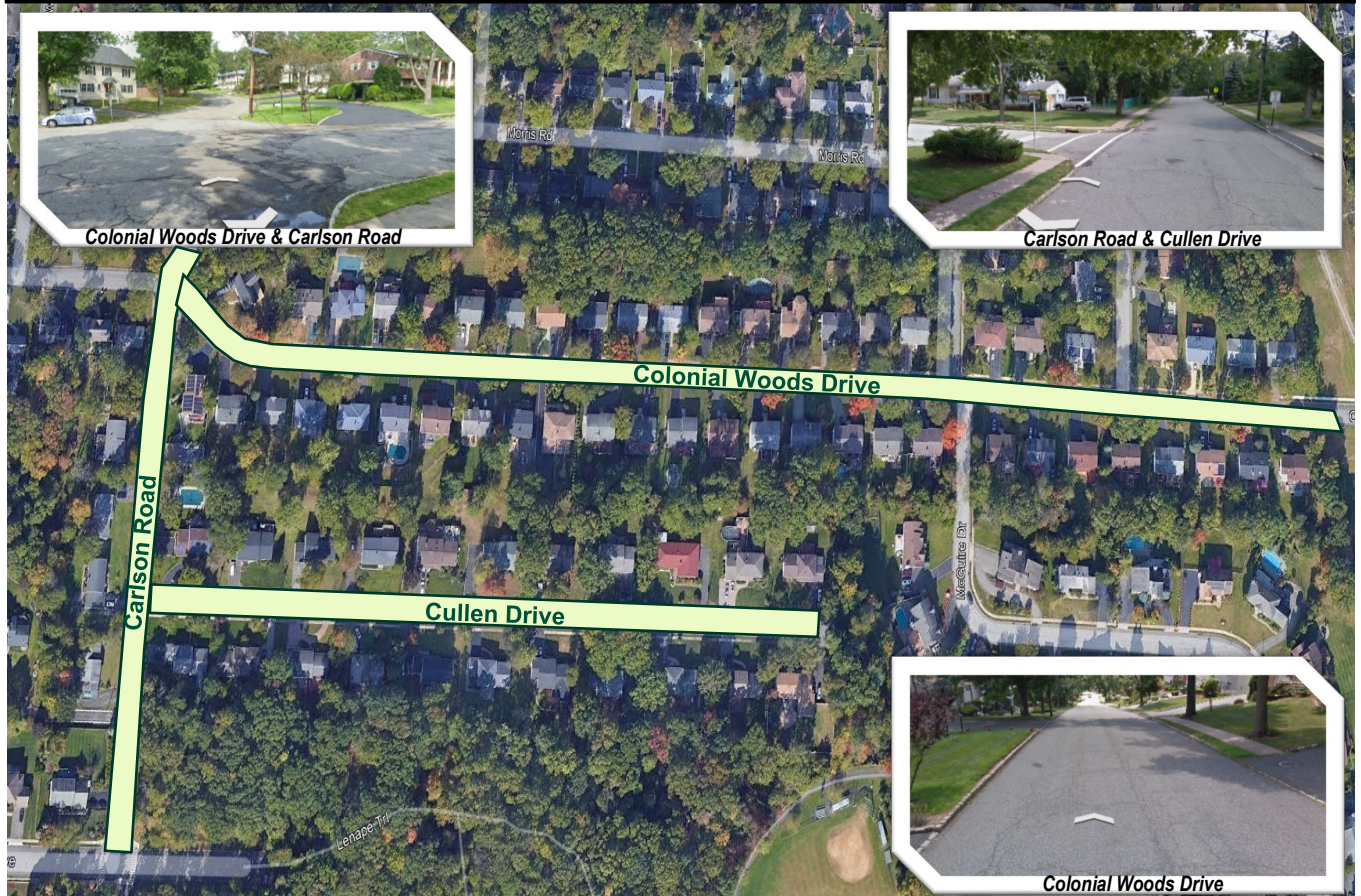


PROPOSAL FOR
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

MA FY 2023 NJDOT Municipal Aid Program
CARLSON ROAD, CULLEN DRIVE AND COLONIAL WOODS DRIVE
FROM MORRIS ROAD TO WARREN ROAD IMPROVEMENTS PROJECT

WEST ORANGE TOWNSHIP, NEW JERSEY

May 25, 2023



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

TABLE OF CONTENTS

Statement of Interest

Scope of Services

Fee Schedule

Personnel Assignments

Project Schedule

Sample Insurance Certificate

May 25, 2023

Zayibeth Carballo, Assistant Municipal Engineer
Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Engineering and Surveying Services
MA FY 2023 NJDOT Municipal Aid Program - Carlson Road, Cullen Drive and
Colonial Woods Drive from Morris Road to Warren Road Improvements Project

Dear Ms. Carballo:

Greenman-Pedersen, Inc. (GPI) is very interested in performing Professional Engineering and Surveying Services as outlined in your May 10, 2023 Request for Proposals. We have performed similar services for the Township of West Orange and are cognizant of the need for the Township's satisfaction with the technical quality of this project while considering budget constraints.

GPI has also performed numerous projects which received grants under the New Jersey Department of Transportation (NJDOT) Local Aid program, and we are quite familiar with their requirements. We recently completed the design and construction documents for the Nance Road, Warren Road, and King Road Improvements, which were partially funded through the NJDOT Municipal Aid Program for 2022.

We understand the Township intends to advertise for bids on this project in Spring 2024 with construction in Summer and Fall, pending NJDOT Local Aid approval.

Our November 15, 2022 Qualifications Statement submitted to the Township demonstrates that our experienced staff have the expertise necessary to accomplish the project.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated May 25, 2023.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,



Andrew Cangiano, PE, PP
Director of Engineering

AC/rem

m:\proposals\ac\west orange\2023 ma program\municipal aid 2023 proposal.docx

SECTION 1

Scope of Services / Fee Schedule

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires engineering, surveying, and construction management services necessary for the **MA FY 2023 NJDOT Municipal Aid Program**. Throughout the firm's 57-year history we have provided capital improvement project design to dozens of New Jersey municipalities. We have also served as the municipal engineer for various municipalities throughout the firm's existence. We are very experienced in providing road reconstruction design, plans, specifications and contract documents of a professional nature in a cost effective and timely manner.

We recommend commencing our work with a start-up meeting. This will allow us to understand your concerns and can advance the project in an expeditious manner.

Professional services will include base map preparation, a complete design and bid package or packages including cost estimates, plans and specifications (twenty copies each) for bidding purposes.

We have reviewed the proposed tasks contained in the RFP, visited the sites, and we believe we have a clear understanding of the goals of this project.

The RFP specifies the following improvements:

1. **SURVEYING SERVICES**

- A. Top and Bottom of curb elevations, storm inlets with inverts and pipe sizes, sanitary manholes with rim elevations, and any other utilities visible on the roadways will need to be located; ***Please Note: Upon inquiry to the Township, it was determined that a boundary survey is not necessary for this project, and therefore, is not included in our scope or fee.***
- B. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- C. Benchmark(s) to be set on site for future use;
- D. Existing conditions/Survey Control plan;
- E. Coordinate utility mark-outs;

As part of the deliverables, an electronic AutoCAD file of the Boundary and Topographic Survey will be provided to the Township.

2. **CIVIL ENGINEERING SERVICES**

- A. Proposed roadway profiles matching existing grades;
- B. Roadway improvements include curb, , sidewalk, aprons, pavement milling and resurfacing, pavement striping, new traffic signs, shade trees;
- C. Curb ramp plans and details as necessary;
- D. New drainage improvements as necessary;
- E. Drainage structure repairs with new frames, grates, curb pieces as necessary;

- F. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary;
- G. Coordinate with WO Traffic Bureau for the preparation of traffic control and detour plans;
- H. Prepare construction details;
- I. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Soil Erosion and Sediment Control Plan and Details, Traffic Control and Detour Plans, and Construction Details;
- J. Include one (1) meeting with Township Officials for Preliminary Design;
- K. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;

The total length of each road is approximately:

Carlson Road – Merklin Avenue to Ellison Avenue	761 linear feet
Cullen Drive – Carlson Road to Dead End	1,248 linear feet
Colonial Woods Drive – Crestmont Road to Warren Road	2,140 linear feet

The total length of roads is approximately 4,149 LF.

SCOPE OF WORK

I. Topographic and Existing Condition Surveying Services

Boundary survey is not included in the scope of services. Right-of-way will be shown from Township Tax Map and County GIS information.

- A. We will conduct a field survey for all streets within the project scope and all adjacent intersections. The project length is approximately 4,200 feet long and consists of the three (3) streets noted above.

The survey will include the following:

- Establishing of elevation benchmarks outside of the anticipated area of construction. Benchmarks will be placed at the beginning and end of project limit, and at least two in the construction limits. Vertical control will be based on NAVD 1988. Detailed descriptions of the elevation benchmarks shall be shown on the Plan Sheets.
- Location of all topographic features within the existing right-of-way and an additional twenty-five (25) feet beyond the right-of-way and fifty (50) feet up any intersecting streets. These features will include buildings, curbs, sidewalks, driveways, depressed curbs, driveway aprons, sidewalk depressed curbs, steps, walls, pillars, fences, guide rail, trees greater than 4" diameter within the right-of-way (with diameters), shrubs, flag poles, lamp posts, sign posts, mailboxes, drainage swales and traffic signals and related equipment enclosures.
- Locate all utilities by above ground observation and utility mark-outs, including gas valves and lines, water valves, meters and lines, fire hydrants, utility poles and overhead wires, telephone junction boxes, telephone conduit, cable television junction boxes, cable television conduit, electrical junction boxes, electrical transformers, electrical conduit, sanitary sewer cleanouts and building connections, sanitary sewer manholes and sewer pipes, storm water drainage manholes, catch basins and storm

water drainage pipes. In addition to the horizontal locations of the sanitary sewer and storm water drainage features, the manhole rim elevations, the pipe invert elevations, and the pipe diameters will be measured. Our surveyors will coordinate with the appropriate municipal departments to gain access to the systems to obtain the required information.

- Locating visible property corner markers and/or subdivision monuments within the project limits, if any, to establish location of the sidelines for each property parcel in the project area. Property lines and right-of-way will be depicted based on municipal tax maps.
 - Collecting elevations, as necessary, to facilitate design.
 - All information collected will be shown on the Plan Sheets.
 - Cross-sections of the road at 25' stations and each driveway centerline extending 50' in each direction from the centerline.
- B. Topographic base mapping of the project area will be prepared at a horizontal scale of 1"=20', using AutoCAD format. The plans will show the Tax Map right-of-way and all information located on the survey. Centerline profile will be provided at a horizontal scale of 1" = 20' and vertical scale of 1" = 2'. Cross-sections will be provided at a horizontal scale of 1" = 5' and vertical scale of 1"= 2'.
- C. Base map plans including all point information will be provided to the Township on printed sheets and digitally, in the format requested by the Township.
- D. Utility companies and authorities will be contacted to provide both pavement markouts and record information on existing utility facilities. Utility record data will be added to the base map. We will coordinate with the municipal utilities to ensure there is sufficient time to provide markups and improvements to their facilities. Utility coordination will be completed during the engineering design phase.
- E. All surveying and design information will be provided in standard engineering units (feet/10ths/100ths) or (feet/inches).

II. Civil Engineering Services

- A. Before commencing the design, we will meet with you to review the specific requirements, including reviewing each street in the field. We will coordinate our efforts with your department throughout the project.
- B. We will prepare engineering plans for each street at an anticipated scale of 1" = 20' utilizing the base mapping prepared above.
- C. Proposed roadway profiles will match existing grades.
- D. Curb ramp design will detail the construction of ADA compliant curb ramps utilizing NJDOT curb ramp standards and details. Curb will be granite 6" face, concrete curbs at ADA ramps.
- E. Design new granite curb for entire length of all roads, milling of existing pavement and construction of

new 2" surface course with full depth asphalt pavement where required, replacement sidewalk and driveway aprons as required, new striping and new traffic signage and shade trees as directed by the Township.

- F. We assume design of minor drainage improvements as necessary. Should substantial drainage upgrades be required, this proposal will be amended.
- G. New manhole castings as necessary, repair manholes as required and new catch basin frames, grates, curb piece, rebuild inlets as required.
- H. We will coordinate with West Orange Traffic Bureau and will prepare detour plans each roadway closure, as needed. Detour plans will depict detour routes with signage on to local and or County roadways as required for the roadway milling and resurfacing operations.
- I. All design criteria will comply with the current NJDOT and MUTCD specifications.
- J. We will prepare a complete set of specifications.
- K. A final Engineer's Estimate of Construction will also be prepared.
- L. All plans and specifications will be in accordance with New Jersey Department of Transportation Standard Specifications, and we will submit them for review by the NJDOT Local Aid Office.
- M. We will prepare and submit twenty (20) sets of Contract Documents.

FEE SCHEDULE – Surveying & Design

Our fee for the services outlined above is as follows:

<u>Item No.</u>	<u>Description</u>	<u>Lump Sum Fee</u>
Task I	Topographic and Existing Condition Surveying Services	\$18,100.00
Task II	Civil Engineering Services	\$15,800.00
TOTAL:		\$33,900.00

FEE SCHEDULE – Construction Inspection & Certification of Completion

The time required to perform construction inspection services is a function of established contract duration(s), contractor's schedule, and the Township's need for part-time or full-time inspection. We will provide construction inspection services to fit with the Township's needs. The services will be provided on an hourly basis.

Our fee for the above referenced services is as follows:

Construction Administration/Construction Inspection Services	\$105.00/hr.
Construction Inspection Overtime Rate	\$157.50/hr.

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on November 15, 2022, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$ 180.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 155.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$ 150.00
SENIOR DESIGNER	\$ 120.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 105.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 170.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 145.00
PROJECT SURVEYOR	\$ 135.00
SURVEYING TECHNICIAN	\$ 105.00
PARTY CHIEF	\$ 105.00
INSTRUMENT PERSON	\$ 95.00
ADMINISTRATIVE SUPPORT	\$ 75.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering and Surveying Departments.

Michael E. Pirog, PE, Project Manager, will be responsible for the overall design, contract adherence, and overall project supervision. Mr. Pirog is quite familiar with the Township of West Orange, having worked on several other Township projects in recent years. He will be assisted by Engineering Department staff members **Michael A. Wallo, PE, CME**, Assistant Director of Engineering/Project Engineer and **Lenin Cruz**, Senior Designer. Quality Assurance-Quality Control (QAQC) will be performed by **Andrew Cangiano, PE, CME**, Director of Engineering – Morris Plains Office.

SECTION 3

Project Schedule

We are committed to adhering to the Township’s goal to advertise for bids by **Spring of 2024**. We anticipate work will proceed within one (1) week after the award of contract. GPI has the resources to complete the project in a timely fashion, and we are confident that we can achieve the Township’s goal.

We have assumed a June 30, 2023 Notice to Proceed award and have prepared the following Project Schedule:

		Project Schedule						
		June 30, 2023 (Assumed Award & NTP)	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
1	Surveying Services							
2	Design of Preliminary Plans/Specs							
3	Township Review and Comment							
4	Final Plans and Specifications for NJDOT							
5	NJDOT Review							
6	Final Bid Documents							

SECTION 4

Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 E-MAIL: jkozarsky@genattgrp.com FAX (A/C, No): 516-470-0338													
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>NAIC # 38318</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Westchester Surplus Line Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER D: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Starr Indemnity & Liability Company	NAIC # 38318	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Westchester Surplus Line Insurance Company	10172	INSURER D: Berkley Insurance Company	32603	INSURER E: Everest National Insurance Company	10120	INSURER F:	
INSURER A: Starr Indemnity & Liability Company	NAIC # 38318														
INSURER B: XL Specialty Insurance Company	37885														
INSURER C: Westchester Surplus Line Insurance Company	10172														
INSURER D: Berkley Insurance Company	32603														
INSURER E: Everest National Insurance Company	10120														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 135530045

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	1000025533221	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED ☐ SCHEDULED AUTOS ONLY ☐ AUTOS HIRED ☒ NON-OWNED AUTOS ONLY ☒ AUTOS ONLY	Y	Y	1000198539221	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 25,000	Y	Y	G71780296004 XC5CU00324-221	12/31/2022 12/31/2022	12/31/2023 12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	1000002544 1000002541	12/31/2022 12/31/2022	12/31/2023 12/31/2023	☒ PER ☐ STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property Professional Liability			UM00082200MA22A AEC-905031302	12/31/2022 12/31/2021	12/31/2023 12/31/2023	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



May 24, 2023

VIA EMAIL

Ms. Zayibeth Carballo, P.E.
Assist. Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

**Re: Proposal for Professional Engineering Services
MA FY 2023 NJDOT Municipal Aid Program Carlson Rd, Cullen Dr,
and Colonial Woods Dr from Morris Rd to Warren Rd Improvements Project
West Orange, NJ
H2M Proposal. No.: LP230687**

Dear Ms. Carballo:

In response to your Request for Proposal (RFP) dated May 10, 2023, H2M is pleased to present this Proposal to Township of West Orange (Township) for providing Professional Engineering Services for surveying and design services for the above-referenced project. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The RFP identifies 3 streets scheduled for improvement and includes Carlson Road, Cullen Drive, and Colonial Woods Drive (from Morris Road to Warren Road) for a total length of approximately 4,000 feet of roadway. The improvements include a combination of milling and resurfacing, new curbs and aprons, driveway repair, new ADA-compliant curb ramps, and restoration of manholes and catch basins and replacement of their castings in one residential neighborhood as generally outlined in the RFP. The extent and type of improvements will be made after a walkthrough inspection with the Township Engineer that will take place after the award of the Contract for Engineering Services.

As noted in the RFP, the project is being funded through the New Jersey Department of Transportation (NJDOT) Municipal Aid 2023.

Our technical comments on the work to be completed are as follows:

- A boundary and topographic survey is included in the scope of services and will be used to show the extent of improvements and the estimated quantities associated with the improvements on each drawing.
- All work will be within the public right-of-way and, therefore, preparation of easements/right-of-way widening are not needed and are not included in the scope of services.
- The proposed improvements do not include road widening, changes in vertical or horizontal alignment, changes to existing underground utilities (except as mentioned above), changes to existing guide rails, or construction of new sidewalks.

- Existing curb elevations will not be changed to minimize any adverse impact on roadway or private property drainage patterns. Preparation of any cut sheets or any construction stakeout will be included in the work to be bid and performed by the Contractor.
- Hydrologic or hydraulic design of new storm drainage facilities is not included in this Proposal.
- During the design period, the Township Forester, John D. Linson, will identify the trees on each street by location, type, and diameter that are to be removed. This information will be included with the Contract Documents issued to prospective bidders for the bidder's use in preparing his bid for various tree removal items.

Project Schedule

H2M will dedicate sufficient resources to complete the design services described herein to enable the Township to advertise for bids in the spring of 2024. We anticipate that the Township will award the Contract for Engineering Services in June, 2023.

Scope of Services

H2M will perform the following major activities and tasks for the proposed street improvements:

Surveying and Design Services

- Conduct a boundary and topographic survey for the purpose of depicting existing conditions, establish horizontal (NAD83) and vertical (NAVD88) control, and set a benchmark for future use. The survey will include a centerline baseline; top and bottom of curb elevations; storm and sanitary structures with rim, grate, invert, and pipe size; visible improvements within the right-of-way, e.g. valves, utility poles, sidewalks, driveways, overhead wires, hydrants, and utility markouts.
- Perform walkthrough assessment with the Township Engineer to discuss the specific improvements planned.
- Contact the Township Police Department Traffic Bureau to coordinate the proposed road closures and traffic detours.
- Prepare Contract Drawings in accordance with current NJDOT requirements. We anticipate that the following drawings will be prepared by H2M:
 - Cover Sheet
 - Key Map, Legend, and General Notes
 - Estimate of Quantities
 - Existing Conditions/Survey Control Plan
 - Plan and Profile Drawings (scale 1" = 20' horizontal and 1" = 2' vertical) of the project area shown in the RFP
 - Roadway cross sections at 50' intervals (scale 1" = 20' horizontal and 1" = 2' vertical)
 - Construction Details, including curb ramp details
 - Soil Erosion and Sediment Control Details
 - Traffic Control Details
 - Detour Plans - Aerial imagery will be used for preparing base mapping to show the extent of the proposed road closures and detours. Sign locations will be shown on the drawings for the Township and Contractor's use during the construction phase of the project.

- Prepare NJDOT supplementary specifications. H2M will combine the supplementary specifications with the Township's standard administrative "front end" specifications that have been used on previous projects recently. These combined specifications will constitute the Contract Specifications.
- The Contract Drawings and Contract Specifications will constitute the Bidding Documents. Provide electronic copies and 20 printed copies of Bidding Documents for use by the Township in obtaining bids from contractors. Additional printed sets of Plans and Specifications can be furnished at the cost of reproduction.
- Prepare an Opinion of Probable Construction Cost for the construction project.
- Attendance at a meeting with the Township to review preliminary design.

Responsibilities of Others

In conjunction with the performance of the Professional Engineering Services by H2M described in this Proposal, the Township will arrange, provide, or perform the following:

- Remove any debris inside of drainage structures.
- Coordinate with the respective utilities for utility relocation and design as needed to accommodate ADA-compliant curb ramps.
- Advise H2M of proposed road closures and detour routes.
- Provide Township's standard administrative "front end" specifications.
- Arrange for bid advertisement and pay associated costs.
- Project stakeout and cut sheets will be included in the scope of work to be bid and performed by the Contractor.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, H2M proposes compensation for Professional Engineering Services as follows:

<i>Service</i>	<i>Fee</i>
<i>Surveying and Design Services</i>	\$ 38,600 Lump Sum

The engineering fees for the Professional Engineering Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed.

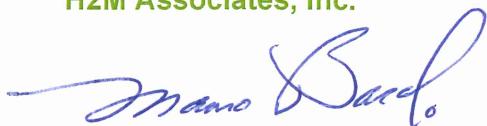
Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

H2M will bill the Township for Professional Engineering Services on a monthly basis. For lump-sum services, billing will be based on the percentage of work completed and a synopsis of the project status will be provided. For services provided on the basis of hourly fee rates plus reimbursable expenses, the billing will reflect the time expended by H2M personnel assigned to the project, subconsultant fees, reimbursable expenses, and a brief description of the services provided. Also enclosed are H2M's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

H2M appreciates the opportunity of presenting this Proposal to the Township. Please advise us if you need additional information or require clarification of this Proposal.

Very truly yours,

H2M Associates, Inc.



Mauro M. Bacolo, P.E.
Vice President



Alec J. Mittiga, P.E.
Assistant Vice President

Enclosure

The Township of West Orange hereby engages H2M to perform the services described above for the compensation set forth and under H2M's Standard Terms and Conditions. The Township of West Orange authorizes H2M to commence the services upon receipt of an executed copy of this letter. The Township of West Orange and H2M agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and H2M relating to the project.

PROPOSAL AGREED & ACCEPTED BY:

Signature	_____
Print Name	_____
Title	_____
Client	Township of West Orange [Municipality, State]
Address	_____
Date	_____



H2M will invoice for professional services based on the actual hours expended multiplied by the hourly labor rate of the individual that performs the service, except if all parties have agreed to a lump sum fee or monthly retainer for the for the services to be rendered.

2022 - 2023 HOURLY RATE SCHEDULE

Classification	Rate
ADMINISTRATIVE SUPPORT PROFESSIONAL	\$85.00
ASSISTANT DEPARTMENT MANAGER - ENG	\$190.00
ASSISTANT DEPARTMENT MANAGER - SCI	\$165.00
ASSISTANT STUDIO DIRECTOR	\$195.00
CAD / BIM PROGRAM MANAGER	\$150.00
CAD SPECIALIST 1	\$90.00
CHIEF PLANNER	\$215.00
CONSTRUCTION ADMINISTRATOR	\$155.00
CONSTRUCTION INSPECTOR 1	\$100.00
CONSTRUCTION INSPECTOR 2	\$125.00
CONSTRUCTION INSPECTOR 3	\$130.00
DEPARTMENT MANAGER- ENG	\$225.00
DEPARTMENT MANAGER - SURVEY	\$220.00
DEPARTMENT MANAGER - SCI	\$225.00
DEPUTY DISCIPLINE DIRECTOR	\$225.00
DEPUTY MARKET DIRECTOR	\$225.00
DIRECTOR GIS SERVICES	\$220.00
DISCIPLINE DIRECTOR	\$225.00
DISCIPLINE ENGINEER	\$205.00
ENVIRONMENTAL TECHNICIAN	\$55.00
FIELD SUPERVISOR - CONSTRUCTION SERVICES	\$145.00
GIS SPECIALIST 2	\$125.00
INTERN	\$60.00
MARKET DIRECTOR	\$225.00
MGR OF CONST INSPECTION	\$170.00
OFFICE DIRECTOR	\$225.00
PRACTICE LEADER - ENG	\$225.00
PRACTICE LEADER - SCI	\$225.00
PRACTICE LEADER - LA	\$215.00
PRINCIPAL	\$225.00
PROJECT ARCHITECT 1	\$110.00
PROJECT ARCHITECT 2	\$130.00
PROJECT ARCHITECT 3	\$140.00
PROJECT DOCUMENT CONTROL COORDINATOR	\$95.00
PROJECT DESIGNER 1 - ARCH/ENG	\$110.00
PROJECT DESIGNER 2 - ARCH	\$125.00
PROJECT ENGINEER 1	\$130.00
PROJECT ENGINEER 2	\$145.00
PROJECT SCIENTIST 1	\$105.00
PROJECT SCIENTIST 2	\$125.00
PROJECT SURVEYOR 1	\$105.00
RESIDENT ENGINEER	\$190.00

Classification	Rate
SR. ADMINISTRATIVE SUPPORT PROFESSIONAL	\$95.00
SR. ARCHITECT 1	\$165.00
SR. ARCHITECT 2	\$185.00
SR. ARCHITECT 3	\$205.00
SR. CADD TECHNICIAN 1	\$95.00
SR. CADD TECHNICIAN 2	\$110.00
SR. DESIGNER 1 - ARCH	\$155.00
SR. DESIGNER 1 - ENG	\$150.00
SR. DESIGNER 2 - ENG	\$185.00
SR. DISCIPLINE ENGINEER	\$220.00
SR. ENVIRONMENTAL PLANNER	\$195.00
SR. ENVIRONMENTAL SCIENTIST 1	\$170.00
SR. ENVIRONMENTAL SCIENTIST 2	\$210.00
SR. INTERIOR DESIGNER	\$175.00
SR. LANDSCAPE ARCHITECT	\$185.00
SR. PROJECT ARCHITECT 1	\$145.00
SR. PROJECT DESIGNER 1	\$140.00
SR. PROJECT ENGINEER 1	\$175.00
SR. PROJECT ENGINEER 2	\$180.00
SR. PROJECT ENTITLEMENT SPECIALIST 2	\$215.00
SR. PROJECT PLANNER 1	\$140.00
SR. PROJECT SCIENTIST 1	\$135.00
SR. PROJECT SCIENTIST 2	\$155.00
SR. PROJECT SURVEYOR 1	\$135.00
SR. PROJECT SURVEYOR 2	\$175.00
SR. SITE PLANNER	\$215.00
STAFF DESIGNER 1	\$85.00
STAFF DESIGNER 2	\$95.00
STAFF DESIGNER 3	\$105.00
STAFF ENGINEER 1	\$105.00
STAFF ENGINEER 2	\$110.00
STAFF ENVIRONMENTAL PLANNER	\$80.00
STAFF INTERIOR DESIGNER 3	\$90.00
STAFF LANDSCAPE ARCHITECT	\$110.00
STAFF PERMITTING SPC 2	\$95.00
STAFF PLANNER 1	\$80.00
STAFF SCIENTIST 1	\$80.00
STAFF SCIENTIST 2	\$90.00
STAFF SURVEYOR 2	\$75.00
STUDIO DIRECTOR	\$220.00
TECHNICAL ADVISOR - ENG	\$220.00



H2M Standard Terms & Conditions

Client	Township of West Orange		
Site	CARLSON ROAD, CULLEN DRIVE AND COLONIAL WOODS DRIVE FROM MORRIS ROAD TO WARREN ROAD IMPROVEMENTS PROJECT		
Services	Surveying and Roadway Design		
Client's Rep.	Zayibeth Carballo	H2M's Rep.	Mauro M. Bacolo, P.E.
Phone/E-Mail	Engineering@westorange.org	Phone/E-Mail	mbacolo@H2M.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes no implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions *(additional definitions indicated by quotes in context).*

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a **"Party"** and are collectively the **"Parties"** to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed **"Scope of Services"** set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "**H2M Indemnitees**" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Township of West Orange
Signature	
By: Name	Zayibeth Carballo
Title	Assistant Municipal Engineer
Date	

H2M	H2M Architects & Engineers, Inc.
Signature	
By: Name	Mauro Bacolo, P.E.
Title	Vice President
Date	May 24, 2023

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-670-5355 FAX (A/C, No): E-MAIL ADDRESS: rebecca.egan@greyling.com														
INSURED H2M Architects + Engineers 538 Broad Hollow Road Melville, NY 11747	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C : Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER D : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Markel American Insurance Company	28932	INSURER D : Sentinel Insurance Company, Ltd.	11000	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Underwriters Insurance Company	30104														
INSURER B : Hartford Casualty Insurance Company	29424														
INSURER C : Markel American Insurance Company	28932														
INSURER D : Sentinel Insurance Company, Ltd.	11000														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 23-24

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			20UUGAU9233	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY			20UEGAU7896	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			20XHGYH2145	01/01/2023	01/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WBGAT3285	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MKLM7PL0002380	01/01/2023	01/01/2024	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Location at 119 Cherry Hill Road, Parsippany, NJ 07054.

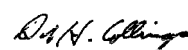
CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: H2M ASSOCIATES, INC.

Trade Name:

Address: 119 CHERRY HILL ROAD, SUITE 110
PARSIPPANY, NJ 07054-1114

Certificate Number: 0068842

Effective Date: November 01, 1979

Date of Issuance: September 24, 2018

For Office Use Only:
20180924141046361

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME
KEITH CHIARAVALLA, PE, CME

May 25, 2023

Via Electronic (LLepore@westorange.org) & 1st Class Mail

Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, Municipal Engineer
Director of Public Works

**Re: Proposal for Professional Engineering Services
2023 NJDOT Municipal Aid Program
Carlson Road, Cullen Drive and Colonial Woods Drive
from Morris Road to Warren Road Improvements Project
Proposal No. 2023-088**

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the NJDOT Municipal Aid Program for 2023. Based on our review of the RFP provided to our office, the improvements will include the following improvements:

1. Carlson Road, Cullen Drive and Colonial Woods Drive from Morris Road to Warren Road

- A. Proposed roadway profiles matching existing grades;
- B. Roadway improvements include curb, sidewalk, aprons, pavement milling and resurfacing, pavement striping, new traffic signs, shade trees;
- C. Curb ramp plans and details as necessary;
- D. Drainage structure repairs with new frames, grates and curb pieces as necessary;
- E. New manhole castings, frames and covers as necessary. Repair existing manholes as necessary;
- F. Pavement milling and pavement resurfacing;
- G. Pavement striping; and,
- H. New traffic signs as necessary.

With this being said, our office anticipates the following scope of work:



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Proposal for Professional Engineering Services
2023 NJDOT Municipal Aid Program

May 25, 2023
Our File No. 2023-088
Page 2

1. Survey and Base Map Services

Work in this phase will include preparation of base mapping for use in the design of the construction plans for the roadway. Our survey field crew will survey the entire length of the roadway as well as the intersections for the design of the concrete curb, sanitary sewer, drainage repairs, centerline grades, and ADA curb ramps. We will also field locate existing street trees as well as any drainage and sanitary structures. Approximate property lines will be established utilizing located property markers and tax map information. GIS mapping will also be provided to supplement the survey base mapping.

2. Construction Plans and Contract Documents

The work in this phase will involve preparing construction plans for the resurfacing of Carlson Road, Cullen Drive and Colonial Woods Drive from Morris Road to Warren Road. The contract documents will be prepared in accordance with NJDOT Local Aid requirements.

Work in this phase will involve but not be limited to the following:

- a. Preparation of Construction Plans including the following sheets.
 - i. Cover Sheet
 - ii. Legend and General Notes
 - iii. Construction Plans
 - iv. Grading Plans
 - v. Traffic Striping and Signage Plan
 - vi. Soil Erosion and Sediment Control Plans and Details
 - vii. Traffic Control Plan and Details
 - viii. Construction Details
- b. Preparation of Bid Specifications.
- c. Preparation of Final Cost Estimate.
- d. Coordination with the NJDOT Local Aid Office.
- e. Provide twenty (20) copies of the final plans and contract documents for bidding purposes.



Leonard R. Lepore, Municipal Engineer
West Orange Township
Re: Proposal for Professional Engineering Services
2023 NJDOT Municipal Aid Program

May 25, 2023
Our File No. 2023-088
Page 3

Summary of Fee Estimates

1. Survey and Base Map Services.....	\$24,000.00
2. Construction Plans and Bid Documents	\$25,500.00
Total Lump Sum Fee.....	\$49,500.00

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Schedule

We anticipate that the project will take approximately three (3) weeks for the survey and base map services and five (5) weeks for the design phase services for a total project schedule of eight (8) weeks.

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,
CME Associates

Trevor J. Taylor, PE, PP, CME
For the Firm

TT: pv
Cc: Zayibeth Carballo, PE, PLS, PP, CME
Tina Benevento
Engineering@westorange.org



May 24, 2023

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Zayibeth Carballo
Assistant Municipal Engineer

Re: Township of West Orange, County of Morris, State of New Jersey
Professional Civil Engineering & Land Surveying Services
MA FY 2023 NJDOT Municipal Aid Program
Carlson Road, Cullen Drive, and Colonial Woods Drive Road Improvements Project
Engineering & Land Surveying Services
Our File No.: Proposal SCE-P13665.011

Dear Ms. Carballo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for the necessary improvement plans, specifications, and bid documents for New Jersey Department of Transportation (NJDOT) Municipal Aid Program (MA) 2023.

SCE has reviewed the Request for Proposal (RFP) dated May 10, 2023, and has familiarized ourselves with the project specifics. SCE has also reviewed the maps that were included in the RFP and our proposal includes all work required to provide a complete design and bid package including cost estimates, construction plans, and technical specifications (twenty (20) copies each) for bidding purposes.

All services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE) and Professional Land Surveyor (PLS).

Scope of Services

SCE proposes the following scope of services for each task in accordance with the RFP.

1. Land Surveying Services

SCE will prepare a Boundary & Topographic Survey for the purposes of the design of improvements to the existing streets including establishing the right-of-way limits. This will include a level of detail required for a mill and overlay project with some drainage and Americans with Disabilities Act of 1990 (ADA) ramp improvements. Top and bottom of curb elevations, storm inlets with inverts and pipe sizes, sanitary manholes with rim elevations, and any other utilities visible on the roadways will be located and depicted on the survey. SCE will establish horizontal control based on North American Datum 1983

(New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88) and set benchmarks along the project limits.

The field survey work will depict current site conditions, surface features, and topography which will extend approximately 50 feet beyond the gutter line limits of the intersecting roadways. SCE will utilize Civil 3D design software to map and model the existing and proposed conditions. The model will be utilized to establish proper grading and ADA improvements.



Anticipated Survey Limits

Task 1: Records Research & Deed Plotting Analysis

SCE will gather additional records information such as, but not limited to; record adjoining owner deeds, present owner deed, tax map(s), filed map(s), copy of title search (if client can provide), previous survey(s) and any other documents to assist in preparation of actual field instrument survey. This information will be analyzed and plotted in AutoCAD for verification of all mathematical courses and any possible gores or overlaps written in record title documents. SCE will utilize record documents for establishing on the right-of-way limits for the anticipated improvement area.

Task 2: Field Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to GPS and robotic stations to conduct site survey of the area in question. Field Survey will include the measurement



and field locating of all site improvements and any/all existing boundary evidence (iron pins, pipes, monuments, etc.) found on site. SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83(2011) / NAVD-88).

On-site and off-site utilities will be investigated as readily accessible based on the project site conditions. It is the responsibility of the owner, prior to SCE mobilizing, to ensure all relevant utility structures can be opened and are clear of any debris to obtain necessary measurements within the structures. SCE will make a reasonable attempt to access each structure, within the project limits, during the field survey and if any issues are encountered, they will be noted accordingly on the survey.

Task 3: Boundary & Topographic Survey Deliverable

SCE will download all collected data and place in AutoCAD for preparation of mapping. The Boundary & Topographic Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area, and found boundary evidence shown with its relationship to the actual boundary lines. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing markout as well as the visible surface structures and review of previously available mapping provided to SCE. All available utility information shall be identified and noted at both surface and subsurface level. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

The Boundary & Topographic Survey will be prepared in accordance with N.J.A.C. 13:40-5.1 "Land Surveyors; Preparation of Land Surveys" and prepared at an appropriate scale to depict the site improvements.

It should be noted that when Boundary Survey services are provided, the cost of the research and the subsequent field and office tasks assume that the available data is relatively accurate and error free. It is difficult to evaluate the accuracy of the data until well into the processing and analytical portion of the survey. If substantial errors are discovered at this stage, the Township will be notified, and a course of action will need to be agreed upon prior to finalizing the finished product.

2. Civil Engineering Services

Upon completion of the survey for each road, SCE will coordinate and conduct a walk-through site inspection with the Municipal Engineer to identify, detail, and confirm the project rehabilitation scope.

SCE is then prepared to provide the Township with a complete road program plan set meeting NJDOT requirements including milling and paving where possible with supplemental full reconstruction where necessary. The plans will call for the replacement of curb, concrete sidewalks, driveway aprons, handicap ramps, and upgrades to existing catch basins and manholes as identified in the site inspection.



SCE will provide a set of preliminary plans including a cover sheet with an estimate of quantities, construction plans, soil erosion and sediment control plans, and detour plans to the Township for review.

SCE will then incorporate any modifications to the plans provided during the Township's preliminary review to create a set of final bid ready plans and specifications. SCE will also provide technical specifications meeting NJDOT requirements and a cost estimate.

SCE will provide the Township with twenty (20) copies of the complete set of design and bid package including cost estimates, plans and specifications for bidding purposes. SCE understands that Township intends to advertise bids for this project in the Spring of 2024.

SCE will include one (1) round of plan revisions for regulatory review comments.

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Phase Level fee limits indicated below.

1. Land Surveying Services*	Lump Sum Fee	\$ 16,900
2. <u>Civil Engineering Services</u>	Lump Sum Fee	\$ 37,550
	TOTAL FEE	\$ 54,450 **
3. Boundary / Right-of-Way Determination (If Necessary) *	Lump Sum Fee	\$ 5,800

**Establishment of Boundary & Right-of-limits is not typically needed for this type of project when all improvements are anticipated to be within the existing right-of-way. Therefore, the boundary establishment scope has been separated to offer the Township a more economical approach. However, should it be required and authorized at the commencement of the project, it can be included as described above in the scope of services.*

***It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*



Project Schedule

SCE is prepared to commence services within two (2) weeks of authorization to proceed. It is our understanding the Township intends to advertise for bids by Spring 2024 with construction in Summer and Fall 2024.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Bid Phase Services
- Construction Stakeout
- Owner initiated changes
- Excavation and boring equipment services and restoration
- Geotechnical investigations & soil testing and analysis
- Traffic studies
- Review agency required revisions, unless mentioned above
- Soil Erosion & Sediment Control Plans, permits, application and/or fees
- Construction Oversight

Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$175/hour
- Senior Project Manager \$173/hour
- Project Manager \$168/hour
- Senior Project Licensed Professional \$162/hour
- Project Licensed Professional \$155/hour
- Licensed Professional \$148/hour
- Senior Project Coordinator \$162/hour
- Project Coordinator \$160/hour
- Senior Designer/Senior Survey Analyst \$136/hour
- Designer/Survey Analyst \$128/hour
- Senior Environmental Scientist \$133/hour



- Environmental Scientist \$128/hour
- Senior Project GIS Analyst \$148/hour
- Project GIS Analyst \$138/hour
- GIS Analyst \$133/hour
- Senior GIS Technician \$123/hour
- GIS Technician \$113/hour
- Senior GIS Project Coordinator \$138/hour
- GIS Project Coordinator \$133/hour
- Senior Inspector \$123/hour
- Inspector \$113/hour
- Senior Technician \$118/hour
- Technician \$108/hour
- Project Administrator \$123/hour
- Administrative Support \$68/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of



constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts, or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.



Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.



Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13665.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Joseph D. Phil, PLS, PP, CFS, Assistant Corporate Secretary
Principal/Land Survey Department Manager

Accepted this _____ Day of _____ 20____

By: _____

(Printed Name & Title)

Enclosures

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932		CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tinat@dalegroup.com		FAX (A/C, No): 973-377-4614
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Continental Casualty Company		20443
		INSURER B : Valley Forge Insurance Company		20508
		INSURER C : Continental Insurance Company Of New Jersey		42625
		INSURER D : National Fire Insurance Company of Hartford		20478
		INSURER E :		
		INSURER F :		

INSURED
Suburban Consulting Eng. Inc.
96 Hwy RT 206 Suite 101
Flanders NJ 07836

SUBUR-7

COVERAGES

CERTIFICATE NUMBER: 2081948387

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2023	2/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2023	2/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	7018333729	2/24/2023	2/24/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2023	2/24/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Pollution Liability Cyber Liability			AEH004316497 AEH004316497	2/24/2023 2/24/2023	2/24/2024 2/24/2024	Claim/Occurrence \$5,000,000 Aggregate \$5,000,000 Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RESOLUTION

WHEREAS, The Township of West Orange wishes to remove an existing 4,000-gallon underground storage tank (UST) and install two (2) aboveground storage tanks (AST) consisting of one (1) 4,000-gallon split AST and one (1) 550-gallon AST with related equipment and material for the purposes of dispensing fuel at Fire Station No.1; and

WHEREAS, the Township and its Department of Public Works received a proposal from T Slack Environmental Services to remove 4,000-gallon diesel UST and to install one (1) 4,000-gallon split AST and one (1) 550-gallon AST at Fire Station No.1 through New Jersey State Contract #A42266; and

WHEREAS, T Slack Environmental Services of Kenilworth provided a cost proposal on September 27, 2023 in the total amount of \$260,218.56 of which \$13,154.00 is for the removal of the 4,000-gallon diesel UST and \$247,064.56 for the installation of one (1) 4,000-gallon split AST and one (1) 550-gallon AST; and

WHEREAS, the Assistant Township Engineer by letter dated September 27, 2023 recommends entering into contract with T Slack Environmental Services; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services, enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the cost proposal and product specifications are satisfactory to the Department of Public Works; and

WHEREAS, sufficient funds exist for this 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 a contract for the removal of the UST and replacement of the 4,000-gallon diesel tank with one (1) 4,000-gallon split AST and one (1) 550-gallon AST be awarded to T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033 in accordance with their proposal dated September 27, 2023 in an amount not to exceed \$260,218.56 for services at the Township's Fire Station No.1.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

October 10, 2023

I certify funds are available for this work from Account No.

\$260,218.56
2023 Capital Budget

John O. Gross, Chief Financial Officer



September 27, 2023

359-23

Mr. Louis Reynolds
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Phone: 973-325-4161
Fax: 973-669-9588
E-mail: Lreynolds@westorange.org

Job Scope: Removal of one (1) 4,000 Gallon Diesel UST; Installation of one (1) 4,000 Gallon Split
AST (1500/2500) and One (1) 550 Gallon AST

Job Site: Fire House #1
Proposal No. TS-16087 Revised

Dear Mr. Reynolds,

T. SLACK ENVIRONMENTAL SERVICES, INC. (TSES) is pleased to submit the following proposal for your review. The scope of work is in accordance with existing New Jersey department of Environmental Protection (NJDEP) Bureau of Underground Storage Tanks (BUST) Standards.

Scope of work is based on the information provided to TSES by the client. TSES therefore assumes the following:

- A. There were no discharges of free product.
- B. Soils excavated are below current NJDEP Cleanup Criteria.
- C. The UST's to be removed should have been registered with the NJDEP since 1988.
- D. Retain a Licensed Site Remediation Professional (LSRP) for UST Closure Site Investigation Report, and Response Action Outcome Letter.

Any variation from the above-stated facts will result in re-evaluation of costs stated herein. Customer authorizes TSES to perform any and all additional services or tests required by NJDEP not specified herein at an additional cost for labor and material. Pricing is from our NJ State Contract #A42266.

REMOVAL SCOPE OF WORK:

1. The UST's must be registered with the NJDEP in order to remove them (*if not previously registered*). If the UST(s) have not been registered, a UST Facility Certification Questionnaire, a site map, and a check payable to "Treasurer State of New Jersey" will have to be submitted to the D.E.P. The NJDEP will then issue a Facility Registration number / Facility ID# for the application submitted. TSES will obtain the ID number and submit the next application "Closure of an Underground Storage Tank" for NJDEP approval.



2. Once TSES receives the approved NJDEP "Closure of an Underground Storage Tank System" form, we can then notify the local municipal agency and building department of the closure activity in writing and apply for necessary permits. A copy of the approved NJDEP closure form will be submitted with the permit applications to the local building department. Once the building department approves the permit applications, TSES can then commence work.
3. TSES will call the NJ ONE CALL Hotline to mark out all the underground utilities in the excavation area. This will be done at least FIVE days prior to excavation. T. Slack cannot begin excavation until all the proper utility lines are clearly marked out.
4. The UST(s) contents will be pumped dry prior to any excavation. (See Contingency Costs).
5. We will excavate to the top of UST(s), drain all lines back into tank and purge tank. Once purged, a combustible gas meter will be used to determine if the level of combustible gas in the UST(s) is within safe limits to cold cut and clean to Fire Department and Department of Transportation Standards. All liquids and sediment will be containerized for disposal and manifested according to Federal and State Guidelines.
6. Once cleaned, the UST(s) will be removed from excavated area following API 1604 Procedures.
7. All post-excavation confirmatory sampling will be performed by a Licensed Site Remediation Professional (LSRP) from TSES certified by the NJDEP in Subsurface Evaluation. The sampling and analysis will be performed in accordance with the NJDEP's Technical Guidance Document N.J.A.C. 7:26E.
8. TSES will arrange for all necessary municipality inspections.
9. The cleaned UST(s) will then be cut, transported and disposed/scrapped. All scrap-yard receipts to be provided to the client as proof of disposal.
10. The excavation areas will be backfilled with certified clean fill compacted in 24" lifts to grade.
11. We will restore the disturbed area as required up to grade only.
12. TSES will fill out the UST Facility Certification Questionnaire form to de-register the tanks removed. The completed questionnaire will be sent to the client for original signature by the responsible party. The client **MUST** submit the signed questionnaire to the NJDEP. This form must be signed, completed, and submitted to the NJDEP **WITHIN 7 DAYS OF THE UST REMOVAL**. This is the client's responsibility; T. Slack cannot sign off on this questionnaire.
13. TSES will prepare and submit a full Site Investigation Report (SIR) and or a Remedial Investigation Report (RIR) as required by the NJDEP. The complete report with electronic data will be sent to the client for original signature by the responsible party. **IT IS THE CLIENT'S RESPONSIBILITY TO SUBMIT THE REPORT TO THE NJDEP.** Failure to do so will result in possible penalties issued by the NJDEP (*See review fee below*).

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00021	Electrician Commodity Code 830-69-086774	32	Hours	\$97.00	\$3,104.00
00024	Plumber Commodity Code 830-69-086777	32	Hours	\$92.00	\$2,944.00
00030	Laborers Commodity Code 830-69-086783	32	Hours	\$70.00	\$2,240.00
Commodity Code 830-69-089792					
00035	Samples	8	Each	\$165.00	\$1,320.00
00035	Backfill	40	Tons	\$50.00	\$2,000.00
00035	Liquid/Sludge Disposal	100	Gallons	\$1.25	\$125.00
00035	Concrete Disposal	2	Load	\$500.00	\$1,000.00
00036	Vac Truck	4	Hours	\$125.00	\$500.00
00036	Excavator	1	Day	\$1,800.00	\$1,800.00
00036	Concrete Saw	1	Day	\$325.00	\$325.00
00036	Compactor	1	Day	\$195.00	\$195.00
00036	Tandem	1	Day	\$1,100.00	\$1,100.00
00036	LSRP	8	Hours	\$165.00	\$1,320.00
00036	Reports	1	Lump Sum	\$5,500.00	\$5,500.00
					\$23,473.00

COST: ~~\$23,473.00~~ **\$13,154.00**
THIS QUOTE IS VALID FOR 30 DAYS

NOTE: If contamination is encountered, additional sampling and analysis may be required. This additional sampling and analysis will incur additional charges. A separate quote will be issued for remediation.

STANDARD CONTINGENCY COSTS:

1. Removal of liquids/sludge over the initial 100 gallons will be at \$1.25 per gallon.
2. Vac truck per hour over the initial four (4) hours will be \$125.00 per hour.
3. TSES will obtain and pay for the local construction permit. At that time the cost of the permit will be invoiced to the owner at cost plus 50%.

AST INSTALLATION SCOPE OF WORK:

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

T. Slack Environmental Services, Inc. is pleased to submit the following proposal for your review. We will furnish all labor, material and equipment to install one (1) Fireguard 4,000 gallon split AST (2,500 gal gas/1,500 gal diesel) and one (1) Fireguard 550 AST as follows:

1. Excavate area to proper grade for concrete pad.
2. Excavate trench for electric lines
3. Pour concrete pad 12" with 2 layers of #4 rebar.
4. Supply crane and crew to set a 4,000 Gallon Fireguard tank system, 550 Gallon Fireguard Tank System and decal packages.

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00015	Crane & Operator (S/T) Commodity Code 830-69-086768	16	Hours	\$285.00	\$4,560.00
00021	Electrician (S/T) Commodity Code 830-69-086774	80	Hours	\$97.00	\$7,760.00
00024	Plumber (S/T) Commodity Code 830-69-086777	80	Hours	\$92.00	\$7,360.00
00030	Laborers (S/T) Commodity Code 830-69-086783	320	Hours	\$70.00	\$22,400.00
Commodity Code 830-69-089792					
00035	Engineering Drawings	1	Lump Sum	\$10,400.00	\$10,400.00
00035	Clean Stone	20	Tons	\$50.00	\$1,000.00
00035	Forms	70	Lin. Ft.	\$5.00	\$350.00
00035	Rebar & Chairs	1750	Lbs.	\$1.00	\$1,750.00
00035	Concrete	12	Cu. Yd.	\$175.00	\$2,100.00
00035	Wall-Mount Supports	1	Lump Sum	\$250.00	\$250.00
00035	2" Galvanized Pipe	60	Lin. Ft.	\$20.00	\$1,200.00
00035	4" Galvanized Pipe	4	Each	\$150.00	\$600.00
00035	3/4" Conduit	200	Lin. Ft.	\$2.00	\$400.00
00035	3/4" Boxes and Fittings	1	Lump Sum	\$500.00	\$500.00
00035	Beldon Cable	600	Lin. Ft.	\$1.00	\$600.00

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
--------	------------------	-----	------	------	------------

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

00035	#HT-4K-DW-UL Highland 4,000 Gallon Double-Wall, UL142, to Include: * 2" & 4" Tank Top Fittings * Two 6" Emergency Vent Fittings and E-V Package * Factory Welded UL Listed Tank Supports * Painted White Tank Exterior * OSHA Stair with Platform, Painted Safety Yellow, Free-Standing	1	Each	\$82,462.90	\$82,462.90
00035	#HT-550G-DW-UL Highland 550 Gallon Double-Wall, UL142, to Include: * 2" & 4" Tank Top Fittings * Two (2) Emergency Vent Fittings and E-V Package * Factory Welded UL Listed Tank Supports * Painted White Tank Exterior Finish * OSHA Stair with Platform - Painted Safety Yellow, Bolt-on	1	Each	\$17,741.10	\$17,741.10
00035	#9095A-KIT91 AV 2" Kit Includes 9095A-0200-419 Drop Tube, 305C Cap	1	Each	\$1,496.39	\$1,496.39
00035	#CVD16-041B 3" X 12" Decal, "550 Gallon", Black/White	4	Each	\$6.50	\$26.00
00035	#CVD05-35R 3"X12" 2,500 Gallons, Decal Black/White	6	Each	\$6.50	\$39.00
00035	#D-10NFPA-DSL Diamond Placard Decal Marked for Diesel	10	Each	\$15.60	\$156.00
00035	#D-341R 3"X12" "No Smoking" Decal, Red/White	12	Each	\$2.60	\$31.20
00035	#D-317R 3"X12" Diesel Decal, Red/White	12	Each	\$2.60	\$31.20
00035	#D-338R 3"X12" Combustible Decal, Red/White	10	Each	\$2.60	\$26.00
00035	#D-1122D 10.5" X 21.5" "No Smoking Stop Engine Unlawful Diesel	4	Each	\$15.00	\$60.00
00035	#D482 6" X 4" Ultra Low Sulfur Diesel API Spec	2	Each	\$6.00	\$12.00
00035	Decal, 12" X 3" 1,500 Gallons Black/White	3	Each	\$6.50	\$19.50
00035	#D-10NFPA-GAS Diamond Placard Decal Marked for Gasoline	3	Each	\$15.60	\$46.80

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
-----------	------------------	-----	------	------	---------------

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

00035	#D-341R 3" X 12" No Smoking Red/White Decal	4	Each	\$2.60	\$10.40
00035	#D-313R 3" X 12" Gasoline Decal, Red/White	4	Each	\$2.60	\$10.40
00035	#D-337R 3" X 12" Flammable Decal	3	Each	\$2.60	\$7.80
00035	#D-1122D 10.5" X 21.5" No Smoking Stop Engine Unlawful Gas Decal	2	Each	\$15.00	\$30.00
00035	#D-201 4.75" X 1.5" Contains 10% Ethanol Decal Black/White	2	Each	\$4.00	\$8.00
00035	#AS-22 20"X14" Aluminum Overfill Alarm Sign, Black/Yellow	3	Each	\$47.19	\$141.57
00035	#518M-0100 AC Spill Container, 4" - 7.5 Gallon, Male with Drain, Offset	2	Each	\$535.61	\$1,071.22
00035	#634B-0150 2" Dust Cap	1	Each	\$29.28	\$29.28
00035	#61FSTOP-1000 2" AST Cylindrical Float Overfill	2	Each	\$1,207.47	\$2,414.93
00035	#178GSP0100 AC 2" Aluminum Gauge Stick Port & Brass Adaptor Cap	2	Each	\$50.60	\$101.20
00035	#GP10 Tank Stick, 10' OAL	2	Each	\$31.20	\$62.40
00035	#818C-0400AGEVR Clock Gauge, 2" with Drop Tube Float - Gallo Reading Face, EVR	3	Each	\$681.06	\$2,043.17
00035	#715-TT2-2QBB-0 10 Gal Remote Fill, Wall Mount, 2" Top, w' Q.D., Ball Valve, Pump-C.S.	2	Each	\$2,618.72	\$5,237.44
00035	#715-VR30 AK Vapor Recovery Kit, 3" - Cap, Adapter & Two (2) Clamps	1	Each	\$431.99	\$431.99
00035	#9095AA3200AVEVR Overfill Prevention Valve	2	Each	\$1,379.66	\$2,759.33
00035	#419-02061TEVR 2" X 6' Aluminum Drop Tube, CARB, EVR	2	Each	\$108.54	\$217.07
00035	#305GSP2000AKEVR Cap & Adapter, 2" Gauge Stick Port with I.D. Tag, CARB, EVR	2	Each	\$118.98	\$237.95
00035	#23-0033 2" Slip-On Vent	1	Each	\$36.78	\$36.78
00035	#723V-2203 2" Pressure Vacuum Vent, T/O 3" WC Pres 8" WC VAC "EVR"	1	Each	\$430.89	\$430.89

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
--------	------------------	-----	------	------	------------

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

00035	#410140-001 P75U1RJ1 3/4 HP Pump, ADJ VR Ready, Check Valve with 15.5" Riser	2	Each	\$2,539.88	\$5,079.75
00035	#880-041-5 Control Box, 115V Coil for 1/3, 3/4, 1-1/2, 2HP Motors	2	Each	\$235.95	\$471.90
00035	#710-0150 1V 1.5" Solenoid Valve with 120/60V AC Coil	2	Each	\$1,150.18	\$2,300.35
00035	#100-407G Ball Valve, 1-1/2" Full Port Brass with Viton O-Rings, Teflon Packing	8	Each	\$76.71	\$613.70
00035	#FSMS120150 Fireshield Flex Connector 1.5" X 12" Swivel, Male X Male	2	Each	\$247.81	\$495.61
00035	#3/G7107D/29GKRU Select S-1 Compact Single Remote Dispenser, 2 Unleaded/2 Diesel Branding Panels, Each Unit to Include the Following Setup: * Internal Filter Assembly * Front Load Nozzle Assembly * Pulse Output Board * Electromechanical Totalizer * Painted White Doors/Silver Cabinet * One (1) Year Manufacturers Standard Warranty	4	Each	\$6,012.50	\$24,050.00
00035	#WP001128-0001-J021 Select S-1 Shelf Mount Kit	4	Each	\$309.66	\$1,238.64
00035	#882 Hose Retractor 15'-18' Hose	4	Each	\$505.54	\$2,022.18
00035	#8103 3/4" Hose Clamp	4	Each	\$13.30	\$53.20
00035	#66V-0300 3/4" Breakaway Only, 300#, Non-Reattachable	4	Each	\$55.55	\$222.20
00035	#V34CP-012-MRMS 3/4" X 12" Whip Hose, Coupled M X MS	4	Each	\$43.20	\$172.80
00035	#241TPS-00241 3/4" X 3/4" Swivel, Two Plane, 90 Degree	4	Each	\$41.21	\$164.84
00035	#11B-0100 3/4" Inlet Diesel Nozzle, Green	2	Each	\$115.71	\$231.43
00035	#11BP-0400 Unleaded Pressure Sensitive Nozzle, Black Handwarmer	2	Each	\$115.71	\$231.43

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
--------	------------------	-----	------	------	------------

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

00035	#419-02061TEVR 2" X 6' Aluminum Drop Tube, CARB, EVR	2	Each	\$108.54	\$217.07
00035	#354-0200AV 2" Updraft Vent	1	Each	\$32.25	\$32.25
00035	#V34CP-168-MRMS 3/4" X 14' Curb Pump Hose, Coupled M X MS	4	Each	\$123.11	\$492.44
00035	#403PR-10 Anti-Siphon Valve, 1", Pressure Relief	1	Each	\$295.67	\$295.67
00035	#305GSP2000AKEVR Cap & Adapter, 2" Gauge Stick Port with I.D. Tag, CARB, EVR	2	Each	\$118.98	\$237.95
00035	#346DI-1100 AV 1" External Emergency Valve, Ductile Iron	3	Each	\$462.84	\$1,388.52
00035	#100-405G 1.5" Full Port Brass Ball Valve with Viton O-Rings	10	Each	\$74.20	\$742.00
00035	#STS-25 25 Gallon Day-Tank System, Double-Wall, UL Labeled, to Include:	1	Each	\$14,055.60	\$14,055.60
	* Two (2) Emergency Vent Caps, One (1) 1.5" Normal Vent Cap * One (1) Supply 1" NPT Solenoid Valve, AC/Fuel Strainer/Manual Shut-off Valve * One (1) Supply 2 GPM Highlift Pump with Lip Seal & 1/3 HP, 115V AC, Single Phase, 60 Hertz Motor, TEFC * One (1) Return Pump-out Control with Check Valve * One (1) Standard STS Controller, with Power Available Light, High Alarm, Low Alarm, Leak Alarm Indicator, Pump Running Light, Mode H-O-A Switch, Level Indication, High Fuel Level Emergency Pump Stop Switch and Pump Start/Stop Control * One (1) Float Switch in Containment with Alarm * Standard One (1) Year Parts Only Warranty				
00035	#305XPA0200AKEVR 4" Cap/Adapter with 3/8" Port Hole and Cable Connector, EVR	3	Each	\$134.37	\$403.11
00035	#10010501 1" Single Poppet Foot Valve	1	Each	\$142.81	\$142.81
00035	#0122-01-4001 Duplex Bushing, 4" X 1" X 1"	1	Each	\$70.85	\$70.85
00035	#846397-307 Inv. Only Probe, Mag Plus, HGP with Water Det.	3	Each	\$2,605.59	\$7,816.77
00035	#846400-001 4" Diesel Float Kit, Mag Plus Probe	2	Each	\$514.80	\$1,029.60

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
--------	------------------	-----	------	------	------------

NJDEP
UST CERTIFICATION PROGRAM
#US00334

T
SLACK
ENVIRONMENTAL SERVICES

NJ BUSINESS REGISTRATION
#0106912

00035	#886100-000 4" Gasoline Float Kit, Mag Plus Probe Plus Phase-Two 5' Cable	1	Each	\$788.58	\$788.58
00035	#305XPA2200AKEVR 2" Cap/Adapter with 3/8" Port Hole & Cable Connector, EVR	2	Each	\$122.80	\$245.60
00035	#794390-420 Interstitial Steel Sensor	2	Each	\$783.90	\$1,567.80
00035	Veeder Root Start-Up and Training Services	1	Each	\$1,235.00	\$1,235.00
00036	Concrete Delivery	1	Load	\$295.00	\$295.00
					\$247,064.56

COST FOR INSTALLATION: \$247,064.56

TOTALS:

Removal Total: ~~\$28,473.00~~
Installation Total: ~~\$247,064.56~~
Project Total: ~~\$270,537.56~~

THIS QUOTE IS VALID FOR 30 DAYS

TERMS AND CONDITIONS:

Review Fee: Pursuant to the Site Remediation Reform Act (SRRA) and Licensed Site Remediation Professional Program, N.J.A.C. 58:10C which will become effective May 7, 2012, all environmental work must be conducted by a LSRP and reviewed by the NJDEP. In association with the removal of USTs in which no discharge (Site Investigation Report) of a Hazardous substance has occurred the review fee will be determined upon tank(s) removal and site investigation. If a discharge of a hazardous substance has occurred (Remedial Investigation Report) the appropriate review fee will be determined upon completion of remedial work and number of areas of concern (AOC). This fee is the responsibility of the client and is to be made payable to "Treasurer, State of New Jersey" and is to be submitted along with your Site Investigation/ Remedial Investigation Report as well as the Response Action Outcome Letter (RAO) prepared by the LSRP.

DISPUTES: Any dispute or disagreement which cannot be resolved by the parties and any controversy, claim or dispute otherwise arising out of or in connection with this agreement, or the breach thereof, or otherwise arising from the project, shall be settled under the rules of the American Arbitration Association. Arbitration proceedings shall be held in Kenilworth, NJ, U.S.A., or such other place as is mutually acceptable to both parties. The award in any arbitration proceeding shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction upon application of either of the parties. In the event T. Slack Environmental Services, Inc. shall be required to institute litigation and/or arbitration proceedings to enforce the terms of this agreement, or any such matters are placed in the hands of an attorney, T. Slack Environmental Services, Inc. shall be entitled to reimbursement of reasonable attorney fees, interest and all costs of suit and/or arbitration proceedings.

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

PAYMENT TERMS: Progress.

If this proposal is acceptable, please sign and return the signatory sheet attached. TSES will not begin any work if the signatory sheet is not signed and returned to our office.

If you have any questions or comments regarding this proposal, please feel free to contact me at (908) 964-5360. Thank you for considering TSES to assist you in your environmental needs.

Sincerely,

Vincent D'Alessandro
Operations Manager

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

September 27, 2023

**Mr. Louis Reynolds
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052**

**Phone: 973-325-4161
Fax: 973-669-9588
E-mail: Lreynolds@westorange.org**

**Job Scope: Removal of one (1) 4,000 Gallon Diesel UST; Installation of one (1) 4,000 Gallon Split
AST (1500/2500) and One (1) 550 Gallon AST**
Job Site: Fire House #1
Proposal No. TS-16087

T. Slack Environmental Services Inc.

A handwritten signature in dark ink, appearing to read "Vincent D'Alessandro".

Vincent D'Alessandro

Customer

Date of Acceptance

In order to proceed with this project, this signatory sheet must be signed and returned to our office.

RESOLUTION

WHEREAS, The Township of West Orange wishes to remove existing 1,000-gallon underground storage tank (UST) and install a 1,000-gallon diesel aboveground storage tank (AST) and related equipment and material for the purposes of dispensing fuel at West Orange Police Station; and

WHEREAS, the Township and its Department of Public Works received a proposal from T Slack Environmental Services to remove the one (1) 1,000-gallon diesel UST and to install one (1) 1,000-gallon diesel AST at West Orange Police Station through New Jersey State Contract #A42266; and

WHEREAS, T Slack Environmental Services of Kenilworth provided a cost proposal on September 27, 2023 in the total amount of \$100,046.70 of which \$9,507.00 is for the removal of the 1,000-gallon diesel UST and \$90,539.70 is for the replacement of the 1,000-gallon diesel with an AST; and

WHEREAS, the Assistant Township Engineer by letter dated September 27, 2023 recommends entering into contract with T Slack Environmental Services; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services, enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the cost proposal and product specifications are satisfactory to the Department of Public Works; and

WHEREAS, sufficient funds exist for this 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 a contract for the removal of the UST and replacement of the 1,000-gallon diesel tank with an AST be awarded to T Slack Environmental Services, 180 Market Street, Kenilworth, NJ 07033 in accordance with their proposal dated September 27, 2023 in an amount not to exceed \$100,046.70 for services at the Township's Police Station.

Karen J. Carnevale, RMC, Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available for this work from Account No.

**\$100,046.70
2023 Capital Budget**

John O. Gross, Chief Financial Officer



September 27, 2023

Mr. Louis Reynolds
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Phone: 973-325-4161
Fax: 973-669-9588
E-mail: Lreynolds@westorange.org

Job Scope: Removal of one (1) 1,000 Gallon Diesel UST and Installation of one (1) 1,000 Gallon AST
Job Site: West Orange Police Station
Proposal No. TS-16083 Revised

Dear Mr. Reynolds,

T. SLACK ENVIRONMENTAL SERVICES, INC. (TSES) is pleased to submit the following proposal for your review. The scope of work is in accordance with existing New Jersey department of Environmental Protection (NJDEP) Bureau of Underground Storage Tanks (BUST) Standards.

Scope of work is based on the information provided to TSES by the client. TSES therefore assumes the following:

- A. There were no discharges of free product.
- B. Soils excavated are below current NJDEP Cleanup Criteria.
- C. The UST's to be removed should have been registered with the NJDEP since 1988.
- D. Retain a Licensed Site Remediation Professional (LSRP) for UST Closure Site Investigation Report, and Response Action Outcome Letter.

Any variation from the above-stated facts will result in re-evaluation of costs stated herein. Customer authorizes TSES to perform any and all additional services or tests required by NJDEP not specified herein at an additional cost for labor and material. Pricing is from our NJ State Contract #A42266.

REMOVAL SCOPE OF WORK:

1. The UST's must be registered with the NJDEP in order to remove them (*if not previously registered*). If the UST(s) have not been registered, a UST Facility Certification Questionnaire, a site map, and a check payable to "Treasurer State of New Jersey" will have to be submitted to the D.E.P. The NJDEP will then issue a Facility Registration number / Facility ID# for the application submitted. TSES will obtain the ID number and submit the next application "Closure of an Underground Storage Tank" for NJDEP approval.



2. Once TSES receives the approved NJDEP "Closure of an Underground Storage Tank System" form, we can then notify the local municipal agency and building department of the closure activity in writing and apply for necessary permits. A copy of the approved NJDEP closure form will be submitted with the permit applications to the local building department. Once the building department approves the permit applications, TSES can then commence work.
3. TSES will call the NJ ONE CALL Hotline to mark out all the underground utilities in the excavation area. This will be done at least FIVE days prior to excavation. T. Slack cannot begin excavation until all the proper utility lines are clearly marked out.
4. The UST(s) contents will be pumped dry prior to any excavation. (See Contingency Costs).
5. We will excavate to the top of UST(s), drain all lines back into tank and purge tank. Once purged, a combustible gas meter will be used to determine if the level of combustible gas in the UST(s) is within safe limits to cold cut and clean to Fire Department and Department of Transportation Standards. All liquids and sediment will be containerized for disposal and manifested according to Federal and State Guidelines.
6. Once cleaned, the UST(s) will be removed from excavated area following API 1604 Procedures.
7. All post-excavation confirmatory sampling will be performed by a Licensed Site Remediation Professional (LSRP) from TSES certified by the NJDEP in Subsurface Evaluation. The sampling and analysis will be performed in accordance with the NJDEP's Technical Guidance Document N.J.A.C. 7:26E.
8. TSES will arrange for all necessary municipality inspections.
9. The cleaned UST(s) will then be cut, transported and disposed/scrapped. All scrap-yard receipts to be provided to the client as proof of disposal.
10. The excavation areas will be backfilled with certified clean fill compacted in 24" lifts to grade.
11. We will restore the disturbed area as required up to grade only.
12. TSES will fill out the UST Facility Certification Questionnaire form to de-register the tanks removed. The completed questionnaire will be sent to the client for original signature by the responsible party. The client MUST submit the signed questionnaire to the NJDEP. This form must be signed, completed, and submitted to the NJDEP **WITHIN 7 DAYS OF THE UST REMOVAL**. This is the client's responsibility; T. Slack cannot sign off on this questionnaire.
13. TSES will prepare and submit a full Site Investigation Report (SIR) and or a Remedial Investigation Report (RIR) as required by the NJDEP. The complete report with electronic data will be sent to the client for original signature by the responsible party. **IT IS THE CLIENT'S RESPONSIBILITY TO SUBMIT THE REPORT TO THE NJDEP.** Failure to do so will result in possible penalties issued by the NJDEP (*See review fee below*).

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

September 27, 2023

**Mr. Louis Reynolds
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052**

**Phone: 973-325-4161
Fax: 973-669-9588
E-mail: Lreynolds@westorange.org**

**Job Scope: Removal of one (1) 1,000 Gallon Diesel UST and Installation of one (1) 1,000 Gallon AST
Job Site: West Orange Police Station
Proposal No. TS-16083**

T. Slack Environmental Services Inc.

Vincent D. Alessandro

Customer

Date of Acceptance

In order to proceed with this project, this signatory sheet must be signed and returned to our office.

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

event T. Slack Environmental Services, Inc. shall be required to institute litigation and/or arbitration proceedings to enforce the terms of this agreement, or any such matters are placed in the hands of an attorney, T. Slack Environmental Services, Inc. shall be entitled to reimbursement of reasonable attorney fees, interest and all costs of suit and/or arbitration proceedings.

PAYMENT TERMS: Net Upon Completion.

If this proposal is acceptable, please sign and return the signatory sheet attached. TSES will not begin any work if the signatory sheet is not signed and returned to our office.

If you have any questions or comments regarding this proposal, please feel free to contact me at (908) 964-5360. Thank you for considering TSES to assist you in your environmental needs.

Sincerely,

A handwritten signature in dark ink, appearing to read "Vincent D'Alessandro". The signature is fluid and cursive, with a long horizontal stroke at the end.

Vincent D'Alessandro
Operations Manager



ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00021	Electrician Commodity Code 830-69-086774	16	Hours	\$97.00	\$1,552.00
00024	Plumber Commodity Code 830-69-086777	16	Hours	\$92.00	\$1,472.00
00030	Laborers Commodity Code 830-69-086783	16	Hours	\$70.00	\$1,120.00
Commodity Code 830-69-089792					
00035	Samples	4	Each	\$175.00	\$700.00
00035	Backfill	20	Tons	\$50.00	\$1,000.00
00035	Liquid/Sludge Disposal	100	Gallons	\$1.25	\$125.00
00035	Concrete Disposal	1	Load	\$600.00	\$600.00
00036	Vac Truck	4	Hours	\$125.00	\$500.00
00036	Excavator	1	Day	\$1,800.00	\$1,800.00
00036	Concrete Saw	1	Day	\$325.00	\$325.00
00036	Compactor	1	Day	\$195.00	\$195.00
00036	Tandem	1	Day	\$1,100.00	\$1,100.00
00036	LSRP	8	Hours	\$165.00	\$1,320.00
00036	Reports	1	Lump Sum	\$5,500.00	\$5,500.00
					\$17,309.00

COST: ~~\$17,309.00~~ \$9,507.00

THIS QUOTE IS VALID FOR 30 DAYS

NOTE: If contamination is encountered, additional sampling and analysis may be required. This additional sampling and analysis will incur additional charges. A separate quote will be issued for remediation.

STANDARD CONTINGENCY COSTS:

1. Removal of liquids/sludge will be at \$1.25 per gallon over the initial 100 gallons.
2. Vac truck per hour will be \$125.00 per hour over the initial four (4) hours.
3. TSES will obtain and pay for the local construction permit. At that time the cost of the permit will be invoiced to the owner at cost plus 50%.



AST INSTALLATION SCOPE OF WORK:

T. Slack Environmental Services, Inc. is pleased to submit the following proposal for your review. We will furnish all labor, material and equipment to install one (1) Fireguard 1,000 gallon AST as follows:

1. Excavate area to proper grade for concrete pad.
2. Excavate trench for electric lines
3. Pour concrete pad 8" with 1 layer of #4 rebar.
4. Supply crane and crew to set a 1,000 Gallon Fireguard tank system and decal package.

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00015	Crane & Operator (S/T) Commodity Code 830-69-086768	8	Hours	\$285.00	\$2,280.00
00021	Electrician (S/T) Commodity Code 830-69-086774	48	Hours	\$97.00	\$4,656.00
00024	Plumber (S/T) Commodity Code 830-69-086777	48	Hours	\$92.00	\$4,416.00
00030	Laborers (S/T) Commodity Code 830-69-086783	120	Hours	\$70.00	\$8,400.00
Commodity Code 830-69-089792					
00035	Engineered Drawings	1	Lump Sum	\$9,250.00	\$9,250.00
00035	Clean Stone	10	Tons	\$50.00	\$500.00
00035	Forms	38	Lin. Ft.	\$5.00	\$190.00
00035	Rebar & Chairs	700	Lbs.	\$1.00	\$700.00
00035	Bollards	4	Each	\$550.00	\$2,200.00
00035	Concrete	4	Cu. Yd.	\$250.00	\$1,000.00
00035	1" Pipe Supply	25	Lin. Ft.	\$7.00	\$175.00
00035	1.5" Return	25	Lin. Ft.	\$10.00	\$250.00
00035	2" Galvanized Pipe	10	Lin. Ft.	\$20.00	\$200.00
00035	4" Galvanized Pipe	2	Each	\$150.00	\$300.00
00035	3/4" Conduit	100	Lin. Ft.	\$2.50	\$250.00
00035	3/4" Boxes and Fittings	1	Lump Sum	\$500.00	\$500.00
00035	Beldon Cable	400	Lin. Ft.	\$1.00	\$400.00

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00035	#HT-1K-DW-UL Highland 1,000 Gallon Double-Wall, UL142, to Include: * 2" & 4" Tank Top Fittings * Two Emergency Vent Fittings and E-V Package * Factory Welded UL Listed Tank Supports * Painted White Tank Exterior * OSHA Stair with Platform, Painted Safety Yellow, Bolt-on	1	Each	\$25,366.90	\$25,366.90
00035	#CVD14-079 3"X12" 1,000 Gallons, Decal Black/White	4	Each	\$6.95	\$27.80
00035	#D-10NFPA-DSL Diamond Placard Decal Marked for Diesel	4	Each	\$16.25	\$65.00
00035	#D-341R 3"X12" "No Smoking" Decal, Red/White	4	Each	\$3.00	\$12.00
00035	#D-317R 3"X12" Diesel Decal, Red/White	4	Each	\$3.00	\$12.00
00035	#D-338R 3"X12" Combustible Decal, Red/White	4	Each	\$3.00	\$12.00
00035	#AS-22 20"X14" Aluminum Overfill Alarm Sign, Black/Yellow	1	Each	\$49.10	\$49.10
00035	#518M-0100 AC Spill Container, 4" - 7.5 Gallon, Male with Drain, Offset	1	Each	\$585.00	\$585.00
00035	#9095A-KIT91 AV Kit, 2" Includes 9095A-0200-419 Drop Tube - 305C Cap	1	Each	\$1,207.47	\$1,207.47
00035	#178GSP0100 AC 2" Aluminum Gauge Stick Port & Brass Adaptor Cap	1	Each	\$52.95	\$52.95
00035	#1-10 Tank Stick	1	Each	\$22.98	\$22.98
00035	#818C-0100AGEVR Clock Gauge, 2" with Standard Float, Gallon Face	1	Each	\$685.10	\$685.10
00035	#354-0200AV 2" Updraft Vent	1	Each	\$29.30	\$29.30
00035	#10010501 1" Single Poppet Foot Valve	1	Each	\$143.00	\$143.00

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00035	#403PR-10 Anti-Siphon Valve, 1", Pressure Relief	1	Each	\$318.50	\$318.50
00035	#346DI-1100 AV 1" External Emergency Valve, Ductile Iron	1	Each	\$529.10	\$529.10
00035	#100-405G 1" Full Port Brass Ball Valve with Viton O-Rings	2	Each	\$33.15	\$66.30
00035	#STS25 25 Gallon Daytank System, Includes: * Two (2) Emergency Vent Caps; One (1) Normal Vent Cap * Supply 1" NPT Solenoid Valve, AC/Fuel Strainer Manual Shut-off Valve * Supply 2 GPM Highlift Pump with Lip Seal & 1/3 HP, 115V AC Single Phase, 60 Hertz Motor, TEFC * Return Pump-out Control with Check Valve * One (1) Return 4GPM Highlift Pump with Lip Seal and 1/3 HP, 115V AC, Single Phase 60 Hertz Motor, TEFC * STD STS Controller with Power Available Light, High Alarm, Low Alarm Leak Alarm Indicator, Pump Running Light, Mode H-O-A Switch, Level Indication, High Fuel Level Emergency Pump Stop Switch & Pump Start/Stop Control * One (1) Float Switch in Containment with Alarm * Standard One (1) Year Parts Only Warranty	1	Each	\$14,042.60	\$14,042.60
00035	#860196-020 TLS4B Console, Color Touch Screen Display, EDIM, UL	1	Each	\$1,901.00	\$1,901.00
00035	#333435-001 TLS4B Application Software, 6 Inputs	1	Each	\$1,799.00	\$1,799.00
00035	#305XPA0200AKEVR 4" Cap/Adapter with 3/8" Port Hole and Cable Connector, EVR	1	Each	\$133.90	\$133.90
00035	#0122-01-4001 Duplex Bushing, 4" X 1" X 1"	2	Each	\$70.85	\$141.70
00035	#846397-304 Inv. Only Probe, Mag Plus, HGP with Water Det.	1	Each	\$2,723.50	\$2,723.50
00035	#846400-001 4" Diesel Float Kit, Mag Plus Probe	1	Each	\$514.80	\$514.80

NJDEP
UST CERTIFICATION PROGRAM
#US00334



NJ BUSINESS REGISTRATION
#0106912

ITEM #	ITEM DESCRIPTION	QTY	UNIT	RATE	LINE TOTAL
00035	#305XPA2200AKEVR 2" Cap/Adapter with 3/8" Port Hole & Cable Connector, EVR	1	Each	\$123.50	\$123.50
00035	#794390-420 Interstitial Steel Sensor	1	Each	\$819.00	\$819.00
00035	#790091-001 Overfill Alarm Box	1	Each	\$1,176.50	\$1,176.50
00035	#790095-001 Overfill Alarm Acknowledgement Switch/Reset	1	Each	\$752.70	\$752.70
00035	Veeder Root Start-Up and Training Services	1	Each	\$1,235.00	\$1,235.00
00036	Concrete Delivery	1	Load	\$325.00	\$325.00
					\$90,539.70

COST FOR INSTALLATION: \$90,539.70

TOTALS:

Removal Total: ~~\$ 17,300.00~~
Installation Total: ~~\$ 90,539.70~~
Project Total: ~~\$107,840.70~~

\$9507.00 7802 S...
✓

~~\$100,046.70~~
THIS QUOTE IS VALID FOR 30 DAYS

TERMS AND CONDITIONS:

Review Fee: Pursuant to the Site Remediation Reform Act (SRRA) and Licensed Site Remediation Professional Program, N.J.A.C. 58:10C which will become effective May 7, 2012, all environmental work must be conducted by a LSRP and reviewed by the NJDEP. In association with the removal of USTs in which no discharge (Site Investigation Report) of a Hazardous substance has occurred the review fee will be determined upon tank(s) removal and site investigation. If a discharge of a hazardous substance has occurred (Remedial Investigation Report) the appropriate review fee will be determined upon completion of remedial work and number of areas of concern (AOC). This fee is the responsibility of the client and is to be made payable to "Treasurer, State of New Jersey" and is to be submitted along with your Site Investigation/ Remedial Investigation Report as well as the Response Action Outcome Letter (RAO) prepared by the LSRP.

DISPUTES: Any dispute or disagreement which cannot be resolved by the parties and any controversy, claim or dispute otherwise arising out of or in connection with this agreement, or the breach thereof, or otherwise arising from the project, shall be settled under the rules of the American Arbitration Association. Arbitration proceedings shall be held in Kenilworth, NJ, U.S.A., or such other place as is mutually acceptable to both parties. The award in any arbitration proceeding shall be final and binding upon all parties and judgment thereon may be entered in any court of competent jurisdiction upon application of either of the parties. In the

**RESOLUTION AUTHORIZING
COMPETITIVE CONTRACTING PROCESS**

This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to State Statute. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.

WHEREAS, the Township of West Orange (the “Township”) is in need of Cannabis Consultant; and

WHEREAS, the Township seeks the services of a professional and experienced Cannabis Consultant firm to function as the Township’s Cannabis Consultant; and

WHEREAS, under the Local Public Contracts Law (the “LCPL”) N.J.S.A. 40A:11-4.1 (m) authorizes the Township to utilize competitive contracting in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the needs of the Township; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing to utilize competitive contracting in order to initiate the process.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Township be and hereby authorized to utilize competitive contracting to solicit and review proposals for the contract for Cannabis Consultant.

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

Tammy Williams
Council President

Adopted: October 10, 2023

October 10, 2023

RESOLUTION (A) PROVIDING FOR THE COMBINATION OF CERTAIN BOND ORDINANCES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF NOT TO EXCEED \$21,390,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2023B, OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "TOWNSHIP") AND PROVIDING FOR THEIR SALE AND DETERMINING CERTAIN OTHER MATTERS WITH RESPECT THERETO, (B) AUTHORIZING THE SALE AND ISSUANCE OF \$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT), CONSISTING OF \$32,906,191 BOND ANTICIPATION NOTES, \$4,476,000 OPEN SPACE TRUST FUND NOTES, AND \$1,348,000 SPECIAL EMERGENCY NOTES OF THE TOWNSHIP, AND (C) AUTHORIZING THE SALE AND ISSUANCE OF \$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE) OF THE TOWNSHIP

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. Pursuant to the provisions of the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), specifically N.J.S.A. 40A:2-26(f), the bonds of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Improvement Bonds, Series 2023B, in the aggregate principal amount of \$21,390,000 (the "General Improvement Bonds").

SECTION 2. The principal amount of bonds authorized by each bond ordinance to be combined into a single issue of General Improvement Bonds, as provided above, and the bond ordinances authorizing the General Improvement Bonds described by reference to the ordinance number, description and date of final adoption, proceeds of bonds to be issued, and period of usefulness determined in each of the bond ordinances are, respectively, as follows:

\$21,390,000
General Improvement Bonds, Series 2023B

Ordinance Number	Description and Date of Final Adoption	Proceeds of Bonds to be Issued	Useful Life
2544-18	Various Capital Improvements, finally adopted 6/12/2018	\$ 719,645.00	13.61 years
2584-19	Various Capital Improvements, finally adopted 9/10/2019	7,848,441.00	14.34 years
2610-20	Various Capital Improvements, finally adopted 9/8/2020	12,821,914.00	12.97 years
<u>\$ 21,390,000.00</u>			

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

(a) The average period of usefulness, computed on the basis of the respective principal amounts of General Improvement Bonds presently authorized to be issued pursuant to each of the bond ordinances described in Section 2 above and the respective periods or average periods of usefulness therein determined, is not more than 13.49 years.

(b) The General Improvement Bonds of the combined issue shall be designated "General Improvement Bonds, Series 2023B" and shall mature within the average period of usefulness determined in Section 3(a) above.

(c) The General Improvement Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law, specifically N.J.S.A. 40A:2-26(f), that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and, accordingly, may be sold with other issues of bonds.

(d) The General Improvement Bonds are being issued to refund, on a current basis, a \$21,390,000 principal portion of outstanding bond anticipation notes of the Township issued in the aggregate principal amount of \$45,301,136 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Bond Anticipation Notes") (a \$3,136 portion of the Prior Bond Anticipation Notes will be paid by the Township with a 2023 budget appropriation or with proceeds generated by a premium on the Bonds sold, and a \$23,908,000 portion of the Prior Bond Anticipation Notes will be currently refunded through the issuance of the Bond Anticipation Notes (as hereinafter defined)).

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

(a) None of the General Improvement Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are improvements and purposes for which bonds may be issued lawfully pursuant to the Local Bond Law.

(c) Any General Improvement Bonds issued pursuant to this resolution and said bond ordinances described in Section 2 shall be general obligations of the Township, and the Township's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Bonds and, unless paid from other sources, the Township is required by law to provide for the payment thereof by the levy of *ad valorem* taxes on all the taxable property located within the Township without limitation as to rate or amount.

SECTION 5. The General Improvement Bonds shall mature in the principal amounts on February 1 in each of the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2024	\$ 930,000	2031	\$ 1,650,000
2025	930,000	2032	1,705,000
2026	930,000	2033	1,760,000
2027	1,450,000	2034	1,820,000
2028	1,495,000	2035	1,860,000
2029	1,545,000	2036	1,860,000
2030	1,595,000	2037	1,860,000

The General Improvement Bonds shall be subject to redemption prior to their stated maturities in accordance with the terms provided in the notice of sale for the General Improvement Bonds (the "Bond Notice of Sale") authorized herein and attached hereto as Exhibit B. The General Improvement Bonds shall be fourteen (14) in number, with one bond certificate being issued for each year of maturity, and shall be designated and numbered GI-1 to GI-14, inclusive.

SECTION 6. The General Improvement Bonds are hereinafter referred to as the "Bonds".

SECTION 7. The Bonds will be issued in fully registered book-entry only form, without coupons. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository") for the Bonds. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants ("Participants") and the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in

* Preliminary, subject to change as described herein.

the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount \$1,000 or any integral multiple thereof, with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its Participants. The Bonds will be dated their date of delivery and shall bear interest from such date, which interest shall be payable semi-annually on the first (1st) day of February and August in each year (each an "Interest Payment Date"), commencing February 1, 2024, until maturity or prior redemption, at a rate or rates per annum as proposed by the successful bidder in accordance with the Bond Notice of Sale authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township, or some other paying agent as the Township may designate and appoint, on the maturity dates and due dates listed therein and will be credited on the maturity dates and due dates to the Participants of DTC as listed on the records of DTC as of each January 15 and July 15 (the "Record Dates") preceding an Interest Payment Date. The Bonds shall be executed by the manual or facsimile signatures of the Mayor and Chief Financial Officer of the Township and the official seal of the Township (or facsimile thereof) shall be affixed, imprinted or reproduced thereon and attested by the manual signature of the Clerk of the Township. The following matters are hereby determined with respect to the Bonds:

Date of Bonds:	Date of Delivery;
Principal Payment Date:	February 1, 2024 and each February 1 thereafter until maturity or prior redemption;
Interest Payment Dates:	Semi-annually on each February 1 and August 1, commencing February 1, 2024, until maturity or prior redemption;
Place of Payment:	Cede & Co., New York, New York.

SECTION 8. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the Township to market and sell the Bonds in accordance with the requirements of DTC, upon the advice of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, in its capacity as Bond Counsel to the Township ("Bond Counsel") and NW Financial Group, LLC, Hoboken, New Jersey, in its capacity as Municipal Advisor to the Township (the "Municipal Advisor").

SECTION 9. The Bonds shall be sold upon receipt of electronic bids on **Wednesday, October 25, 2023** (the "Bid Date") at 11:00 a.m. by the Chief Financial Officer or the Deputy Finance Officer of the Township on i-Deal's Bidcomp®/PARITY® electronic competitive bidding system ("PARITY"), in accordance with the Bond Notice of Sale authorized and set forth in Exhibit B attached hereto, which Bond Notice of Sale may be adjusted prior to the Bid Date by the Chief Financial Officer or the Deputy Finance Officer, upon consultation with the Municipal Advisor and Bond Counsel. The use of the services provided by PARITY and the fees associated therewith are hereby approved. Bond Counsel, on behalf of the Clerk of the Township, is hereby authorized and directed to arrange for (i) the publication of a summary of such Bond Notice of Sale to be published not less than seven (7) days prior to the Bid Date in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York; (ii) the publication of the full text of such Bond Notice of Sale to be published not less than seven (7) days prior to the

Bid Date in The Star Ledger; and (iii) the posting of the full text of the Bond Notice of Sale on www.munihub.com, the website provided by or for PARITY. Pursuant to N.J.S.A. 40A:2-34, the Township hereby designates the Chief Financial Officer or the Deputy Finance Officer of the Township as the financial officers authorized to sell and award the Bonds in accordance with the Bond Notice of Sale authorized herein, and one of such financial officers shall report in writing the results of the sale to the Township Council at its next regularly scheduled meeting thereafter. The Chief Financial Officer and the Deputy Finance Officer of the Township are each hereby further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Bonds.

The Tax-Exempt Notes (as defined in Section 13 hereof) shall be sold upon receipt of electronic bids on **Wednesday, October 25, 2023** at 11:15 a.m. by the Chief Financial Officer or the Deputy Finance Officer of the Township on PARITY, in accordance with the notice of sale for the Tax-Exempt Notes (the "Tax-Exempt Note Notice of Sale") authorized herein and set forth in Exhibit C attached hereto. Bids for the Tax-Exempt Notes may also be submitted, in accordance with the Tax-Exempt Note Notice of Sale, via electronic mail.

The Taxable Notes (as defined in Section 14 hereof) shall be sold upon receipt of electronic bids on **Wednesday, October 25, 2023** at 11:30 a.m. by the Chief Financial Officer or the Deputy Finance Officer of the Township on PARITY, in accordance with the notice of sale for the Taxable Notes (the "Taxable Note Notice of Sale") authorized herein and set forth in Exhibit D attached hereto. Bids for the Taxable Notes may also be submitted, in accordance with the Taxable Note Notice of Sale, via electronic mail.

SECTION 10. The Bond Notice of Sale shall be substantially in the form set forth in Exhibit B attached hereto with such additions, deletions and omissions as may be necessary for the Township to market and sell the Bonds, upon the advice of Bond Counsel and the Municipal Advisor.

The Tax-Exempt Note Notice of Sale shall be substantially in the form set forth in Exhibit C attached hereto with such additions, deletions and omissions as may be necessary for the Township to market and sell the Tax-Exempt Notes, upon the advice of Bond Counsel and the Municipal Advisor.

The Taxable Note Notice of Sale shall be substantially in the form set forth in Exhibit D attached hereto with such additions, deletions and omissions as may be necessary for the Township to market and sell the Taxable Notes, upon the advice of Bond Counsel and the Municipal Advisor.

SECTION 11. The Bonds and the Notes (as hereinafter defined) shall, respectively, have attached a copy thereto of the written opinions with respect to such Bonds and Notes that are to be rendered by Bond Counsel. The Clerk of the Township is hereby authorized and directed to file a signed duplicate of such written opinions in the office of the Clerk of the Township.

SECTION 12. Bond Counsel is hereby authorized and directed to arrange for the printing of the Bonds and the Notes and for the printing and electronic posting of the Preliminary Official Statement (as hereinafter defined) and the Final Official Statement (as hereinafter defined), which Preliminary Official Statement and Final Official Statement are each hereby authorized and directed to be prepared by Bond Counsel, the Municipal

Advisor, PKF O'Connor Davies, LLP, Cranford, New Jersey, auditor to the Township (the "Auditor"), and other Township officials. Bond Counsel, the Municipal Advisor and the Auditor are also authorized and directed to arrange for the distribution of the Preliminary Official Statement on behalf of the Township to those financial institutions that customarily submit bids for such Bonds and Notes. The Mayor, Chief Financial Officer, Deputy Finance Officer and Clerk of the Township are each authorized and directed to execute and deliver any certificates necessary in connection with the distribution of the Preliminary Official Statement and the Final Official Statement. Bond Counsel, the Municipal Advisor and the Auditor are hereby further authorized and directed to obtain ratings on the Bonds and Notes, respectively, and to prequalify the Bonds for municipal bond insurance and to prepare and submit financial and other information on the Township to rating agencies and municipal bond insurers, as applicable.

SECTION 13. Bond Anticipation Notes in the principal amount of \$32,906,191 (the "Bond Anticipation Notes") are hereby authorized by, and shall be issued pursuant to, and within the limitations prescribed by, the Local Bond Law, this resolution and bond ordinances duly adopted by the Township Council of the Township, approved by the Mayor, and published as required by law, to (i) refund, on a current basis, a \$23,908,000 principal portion of the remaining Prior Bond Anticipation Notes, and (ii) temporarily finance the cost of various capital improvements and purposes in and by the Township in the amount of \$8,998,191, including paying the costs associated with the issuance of the Bond Anticipation Notes.

The bond ordinances authorizing the sale and issuance of the Bond Anticipation Notes, and the improvements or purposes for which the Bond Anticipation Notes are to be issued, described by reference to the ordinance number, description and date of final adoption, and amount of Bond Anticipation Notes to be issued for such improvements or purposes, are as follows:

**\$32,906,191
Bond Anticipation Notes**

Ordinance Number	Description and Date of Final Adoption	Amount of Notes to be Issued
2645-21	Renovations to the Public Library, finally adopted 7/13/2021	\$ 3,408,000.00
2651-21	Acquisition of various properties pursuant to the Downtown Redevelopment Plan, finally adopted 9/14/2021	\$13,000,000.00
2662-21	Acquisition of various properties pursuant to the Downtown Redevelopment Plan, finally adopted 10/26/2021	\$ 7,000,000.00
2663-21	Remediation, demolition and development of Township-owned properties, finally adopted 10/26/2021	\$ 500,000.00

Ordinance Number	Description and Date of Final Adoption	Amount of Notes to be Issued
2704-22	Various 2022 Capital Improvements, finally adopted 12/20/2022	\$ <u>8,998,191.00</u>

\$ 32,906,191.00

Open Space Trust Fund Notes in the principal amount of \$4,476,000 (the "Open Space Notes") are hereby authorized by, and shall be issued pursuant to, and within the limitations prescribed by, the Local Bond Law, this resolution and the bond ordinance duly adopted by the Township Council of the Township, approved by the Mayor, and published as required by law, to refund, on a current basis, a \$4,476,000 principal portion of outstanding open space trust fund notes of the Township issued in the aggregate principal amount of \$4,476,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Open Space Notes").

The bond ordinance authorizing the sale and issuance of the Open Space Notes, and the improvements or purposes for which the Open Space Notes are to be issued, described by reference to the ordinance number, description and date of final adoption, and amount of Open Space Notes to be issued for such improvements or purposes, is as follows:

**\$4,476,000
Open Space Notes**

Ordinance Number	Description and Date of Final Adoption	Amount of Notes to be Issued
2660-21	Acquisition of real property commonly known as Block 174, Lot 1 from the Crestmont Country Club, finally adopted 9/8/2021	\$ <u>4,476,000.00</u>

\$ 4,476,000.00

Special Emergency Notes in the principal amount of \$1,348,000 (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes") are hereby authorized by, and shall be issued pursuant to, and within the limitations prescribed by, the Local Budget Law of the State of New Jersey, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), this resolution, the special emergency ordinances duly adopted by the Township Council of the Township, approved by the Mayor, and published as required by law, and special emergency resolutions duly adopted by the Township Council of the Township, to refund, on a current basis, a \$1,348,000 principal portion of outstanding special emergency notes of the Township issued in the aggregate principal amount of \$1,782,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Special Emergency Notes") (a \$434,000 portion of the Prior Special Emergency Notes will be paid by the Township with a 2023 budget appropriation).

The special emergency ordinances authorizing the Special Emergency Notes, and the improvements or purposes for which the Special Emergency Notes are to be

issued, described by reference to the ordinance number, description and date of final adoption, and amount of Special Emergency Notes to be issued for such improvements or purposes, are as follows:

\$1,348,000
Special Emergency Notes

Ordinance Number	Description and Date of Final Adoption	Amount of Notes to be Issued
2621-20	Authorizing a special emergency appropriation for severance liabilities resulting from the unanticipated required accumulated absence payouts in connection with layoff or retirement of employees, finally adopted 11/24/2020	\$ 288,000.00
2664-21	Authorizing a special emergency appropriation for severance liabilities resulting from the unanticipated required accumulated absence payouts in connection with layoff or retirement of employees, finally adopted 11/23/2021	\$ 300,000.00
2696-22	Authorizing a special emergency appropriation for severance liabilities resulting from the unanticipated required accumulated absence payouts in connection with layoff or retirement of employees, finally adopted 9/20/2022	\$ <u>760,000.00</u>
		<u>\$ 1,348,000.00</u>

The following matters in connection with the Tax-Exempt Notes are hereby determined, declared and recited:

A) All Tax-Exempt Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer or Deputy Finance Officer of the Township, provided that (i) no Bond Anticipation Note or Open Space Note shall mature later than one (1) year from its date of issuance, or more than three (3) years from the date of the first note issued pursuant to said bond ordinances for the Bond Anticipation Notes and Open Space Notes referred to in this section, unless the Township shall have paid and retired amounts of such Bond Anticipation Notes and/or Open Space Notes sufficient to allow it, in accordance with the provisions of Section 8.1 of the Local Bond Law, to renew a portion thereof beyond the third anniversary date of the first issuance of such Bond Anticipation Notes and/or Open Space Notes, and (ii) at least one-fifth (1/5) of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all Special Emergency Notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of the emergency resolution, in accordance with the provisions of Section 40A:4-55 of the Local Budget Law.

B) All Tax-Exempt Notes issued hereunder shall bear interest at such rate as shall be determined by the Chief Financial Officer or Deputy Finance Officer of the Township.

C) The Chief Financial Officer or Deputy Finance Officer of the Township, in consultation with Bond Counsel, the Municipal Advisor and the Auditor, are each hereby authorized and directed to provide for the renewal of such Tax-Exempt Notes from time to time in accordance with the provisions of the Local Bond Law or Local Budget Law, as applicable, said bond ordinances or special emergency ordinances, as applicable, and this resolution, without further authorization from the Township Council of the Township.

D) Each series of the Tax-Exempt Notes will be issued in fully registered book-entry only form. Both principal of and interest on the Tax-Exempt Notes will be payable in lawful money of the United States of America. The Tax-Exempt Notes will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository for the Tax-Exempt Notes. The Tax-Exempt Notes will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants and the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Tax-Exempt Notes on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or any integral multiple thereof or, as applicable, any odd denomination in excess thereof, with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its Participants. The principal of and interest on each series of the Tax-Exempt Notes will be paid to the Securities Depository by the Township or a duly designated paying agent on the maturity date of each series of the Tax-Exempt Notes.

E) Any such Tax-Exempt Notes shall be executed in the name of the Township by the manual or facsimile signatures of the Mayor and Chief Financial Officer or Deputy Finance Officer of the Township and the seal of the Township (or a facsimile thereof) shall be affixed, imprinted or reproduced thereon and the signatures of such officials on the Tax-Exempt Notes shall be attested by the manual signature of the Clerk of the Township, as set forth in Section 25 of the Local Bond Law.

F) The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to (a) sell said Tax-Exempt Notes, pursuant to the terms of the Tax-Exempt Note Notice of Sale to be distributed in connection therewith, at a public sale on or about Wednesday, October 25, 2023 or at some other mutually convenient date and time at not less than par and (b) deliver the same to the purchaser thereof upon receipt of payment of the purchase price plus accrued interest thereon, if any, from their dated date to the date of the delivery thereof and payment therefor. The sale of such Tax-Exempt Notes may be conducted by receipt of electronic proposals via PARITY or electronic mail, as described above in Section 9 hereof. The use of the services provided by PARITY and the fees, if any, associated therewith are also hereby approved with respect to the Tax-Exempt Notes. The Mayor and Chief Financial Officer or Deputy Finance Officer of the Township are further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Tax-Exempt Notes in accordance herewith.

G) Any Tax-Exempt Notes issued pursuant to this resolution and said bond ordinances or special emergency ordinances, as applicable, shall be general obligations of the Township, and the Township's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Tax-Exempt Notes and, unless paid from other sources, the Township is required by law to provide for the payment thereof by the levy of *ad valorem* taxes on all the taxable property located within the Township without limitation as to rate or amount.

H) The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to report in writing to the Township Council at the meeting next succeeding the date when any sale or delivery of the Tax-Exempt Notes pursuant to this resolution is made, such report to include the description, principal amount, interest rate and maturity of the Tax-Exempt Notes sold, the prices obtained and the name of the purchaser.

SECTION 14. Special Emergency Notes, Series 2023B (Federally Taxable) in the principal amount of \$1,369,806 (the "Taxable Notes" and together with the Tax-Exempt Notes, the "Notes") are hereby authorized by, and shall be issued pursuant to, and within the limitations prescribed by, the Local Budget Law, this resolution, the approval of the Director of the Division of Local Government Services of the State of New Jersey provided on November 20, 2020, a special emergency ordinance duly adopted by the Township Council of the Township on November 24, 2020, approved by the Mayor, and published as required by law, and a special emergency resolution duly adopted by the Township Council of the Township on November 24, 2020, to refund, on a current basis, a \$1,369,806 principal portion of special emergency notes issued in the principal amount of \$1,826,408 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Taxable Special Emergency Notes"), which Prior Taxable Special Emergency Notes were originally issued to temporarily finance the cost of a special emergency appropriation certified by the Director of the Division of Local Government Services related to purposes set forth in N.J.S.A. 40A:4-53(L) and (M) related to a deficit balance experienced by the Township attributable to COVID-19 (the remaining balance of the Prior Taxable Special Emergency Notes will be paid by a 2023 budget appropriation in the amount of \$456,602).

The special emergency ordinance authorizing the Taxable Notes, and the improvements or purposes for which the Taxable Notes are to be issued, described by reference to the ordinance number, description and date of final adoption, and amount of Taxable Notes to be issued for such improvements or purposes, is as follows:

\$1,369,806
Special Emergency Notes, Series 2023B (Federally Taxable)

Ordinance Number	Description and Date of Final Adoption	Amount of Notes to be Issued
2623-20	Providing for a special emergency appropriation certified by the Director of the Division of Local Government Services related to purposes set forth in N.J.S.A. 40A:4-53(L) and (M), finally adopted 11/24/2020	<u>\$ 1,369,806.00</u>
		<u>\$ 1,369,806.00</u>

The following matters in connection with the Taxable Notes are hereby determined, declared and recited:

A) All Taxable Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer or Deputy Finance Officer of the Township, provided that at least one-fifth (1/5) of all such Taxable Notes, and the renewals thereof, shall mature and be paid in each year, so that all Taxable Notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of the emergency resolution, in accordance with the provisions of Section 40A:4-55 of the Local Budget Law.

B) All Taxable Notes issued hereunder shall bear interest at such rate as shall be determined by the Chief Financial Officer or Deputy Finance Officer of the Township.

C) The Chief Financial Officer or Deputy Finance Officer of the Township, in consultation with Bond Counsel, the Municipal Advisor and the Auditor, are each hereby authorized and directed to provide for the renewal of such Taxable Notes from time to time in accordance with the provisions of the Local Budget Law, said special emergency ordinances and special emergency resolutions, and this resolution, without further authorization from the Township Council of the Township.

D) The Taxable Notes will be issued in fully registered book-entry only form. Both principal of and interest on the Taxable Notes will be payable in lawful money of the United States of America. The Taxable Notes will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository for the Taxable Notes. The Taxable Notes will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants and the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Taxable Notes on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or any integral multiple thereof or, as applicable, any odd denomination in excess thereof, with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its Participants. The principal of and interest on the Taxable Notes will be paid to the Securities Depository by the Township or a duly designated paying agent on the maturity date of the Taxable Notes.

E) Any such Taxable Notes shall be executed in the name of the Township by the manual or facsimile signatures of the Mayor and Chief Financial Officer or Deputy Finance Officer of the Township and the seal of the Township (or a facsimile thereof) shall be affixed, imprinted or reproduced thereon and the signatures of such officials on the Taxable Notes shall be attested by the manual signature of the Clerk of the Township, as set forth in Section 25 of the Local Bond Law.

F) The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to (a) sell said Taxable Notes, pursuant to the terms of the Taxable Note Notice of Sale to be distributed in connection therewith, at a public sale on or about Wednesday, October 25, 2023 or at some other mutually convenient date and time at not less than par and (b) deliver the same to the purchaser thereof upon receipt of payment of the purchase price plus accrued interest thereon, if any, from their dated date to the date of the delivery thereof and payment therefor. The sale of such Taxable Notes may be conducted by receipt of electronic proposals via PARITY or electronic mail, as described above in Section 9 hereof. The use of the services provided by PARITY and the fees, if any, associated therewith are also hereby approved with respect to the Taxable Notes. The Mayor and Chief Financial Officer or Deputy Finance Officer of

the Township are further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Taxable Notes in accordance herewith.

G) Any Taxable Notes issued pursuant to this resolution and said special emergency ordinances and resolutions shall be general obligations of the Township, and the Township's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Taxable Notes and, unless paid from other sources, the Township is required by law to provide for the payment thereof by the levy of *ad valorem* taxes on all the taxable property located within the Township without limitation as to rate or amount.

H) The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to report in writing to the Township Council at the meeting next succeeding the date when any sale or delivery of the Taxable Notes pursuant to this resolution are made, such report to include the description, principal amount, interest rate and maturity of the Taxable Notes sold, the prices obtained and the name of the purchaser.

SECTION 15. The Township hereby covenants that it will comply with any condition subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), to preserve the exemption from taxation of interest on the Bonds and the Tax-Exempt Notes to the extent each is issued as tax-exempt obligations, including the requirement to rebate all net investment earnings on the gross proceeds above the blended arbitrage yield on the Bonds and the Tax-Exempt Notes, if necessary.

SECTION 16. The Township is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary, to provide that the Bonds and the Notes will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

SECTION 17. In the event DTC may determine to discontinue providing its services with respect to the Bonds or the Notes or is removed by the Township, and if no successor securities depository is appointed, the Bonds and/or Notes which were previously issued in book-entry only form shall be converted to Registered Bonds and/or Registered Notes, as applicable (collectively, the "Registered Obligations"), in denominations of \$1,000 or any integral multiple thereof, or, as applicable, any odd denomination in excess thereof, with a minimum purchase of \$5,000 required. The beneficial owner under the book-entry system, upon registration of the Bonds and/or the Notes held in the beneficial owner's name, will become the registered owner of the respective Registered Obligations. The Township shall be obligated to provide for the execution and delivery of the respective Registered Obligations in certified form.

SECTION 18. The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to "deem final" the Official Statement (the "Official Statement") prepared with respect to the issuance of the Bonds and the Notes and pursuant to the provisions of the Rule (as hereinafter defined) and to execute a certificate regarding same. The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to authorize and approve the use and distribution of the Official Statement in preliminary form (the "Preliminary Official Statement"), in substantially the form attached hereto as Exhibit E, in connection with the offering and sale of the Bonds and the Notes. Upon the sale of the Bonds and the Notes,

the Preliminary Official Statement shall be modified, in consultation with Bond Counsel, the Municipal Advisor and the Auditor, to reflect the effect of the sale of the Bonds and the Notes and said modified Preliminary Official Statement shall constitute the final Official Statement (the "Final Official Statement"). The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to execute and deliver the Final Official Statement to the respective purchasers of the Bonds and each series of the Notes in accordance with the provisions of the Rule, for its use in the sale, resale and distribution of the Bonds and each series of the Notes, where and if applicable.

SECTION 19. The Township hereby covenants and agrees that it will comply with and carry out all of the provisions of the respective Continuing Disclosure Certificates for the Bonds and the Notes (the "Certificates"), in substantially the forms attached hereto as Exhibits F and G, respectively, which will set forth the obligations of the Township to file, as applicable, budgetary, financial and operating data on an annual basis and notices of certain enumerated events with respect to the Bonds and the Notes, in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented. The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to execute and deliver the respective Certificates to the respective purchasers of the Bonds and the Notes evidencing the Township's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Township to comply with the Certificates shall not be considered a default on the Bonds or the Notes, as applicable; however, any Bondholder or Noteholder, as applicable, may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the Township to comply with its obligations hereunder and thereunder.

SECTION 20. The Chief Financial Officer or Deputy Finance Officer of the Township are each hereby authorized and directed to sell the aforesaid Bonds and Notes and to determine all matters in connection with the Bonds and the Notes (including adjusting the maturity schedule or any other matters set forth in this resolution that are deemed necessary and advisable to change by the Chief Financial Officer or Deputy Finance Officer of the Township, prior to the sale or closing of the Bonds and/or the Notes, all in consultation with Bond Counsel, the Municipal Advisor and the Auditor), and the manual or facsimile signature of the Chief Financial Officer or Deputy Finance Officer of the Township upon any documents, agreements or certificates related to the sale and/or issuance of the Bonds and/or the Notes shall be conclusive as to all such determinations. The Mayor, the Chief Financial Officer, the Deputy Finance Officer, the Clerk of the Township and any other Township Official or professional, including, but not limited to, Bond Counsel, the Municipal Advisor, the Auditor, the Township Engineer and the Township Attorney (collectively, the "Township Officials"), are each hereby authorized and directed to execute and deliver such documents, certificates, agreements and opinions as are necessary to consummate the sale and closing of the Bonds and the Notes, respectively, and to take such actions or refrain from such actions as are necessary for the issuance of the Bonds and the Notes, respectively, and all such actions or inactions taken by the aforesaid Township Officials and professionals heretofore are hereby ratified and confirmed.

SECTION 21. Neither the Bonds nor the Notes are "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B)(ii) of the Code.

SECTION 22. This resolution shall take effect immediately.

CERTIFICATION

I, KAREN J. CARNEVALE, 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 (A) PROVIDING FOR THE COMBINATION OF CERTAIN BOND ORDINANCES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF NOT TO EXCEED \$21,390,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2023B, OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "TOWNSHIP") AND PROVIDING FOR THEIR SALE AND DETERMINING CERTAIN OTHER MATTERS WITH RESPECT THERETO, (B) AUTHORIZING THE SALE AND ISSUANCE OF \$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT), CONSISTING OF \$32,906,191 BOND ANTICIPATION NOTES, \$4,476,000 OPEN SPACE TRUST FUND NOTES, AND \$1,348,000 SPECIAL EMERGENCY NOTES OF THE TOWNSHIP, AND (C) AUTHORIZING THE SALE AND ISSUANCE OF \$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE) OF THE TOWNSHIP", was duly adopted by the Township Council of the Township at a regular meeting of the Township Council duly called and held on October 10, 2023 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, 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 the aforesaid resolution has not been amended, modified or rescinded and 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 _____, 2023.

(SEAL)

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

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
IN THE COUNTY OF ESSEX
TOWNSHIP OF WEST ORANGE**

GENERAL IMPROVEMENT BOND, SERIES 2023B

NUMBER GI-____

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
November 8, 2023	February 1, ____	____%	954898____

REGISTERED OWNER: CEDE & CO., New York, New York

PRINCIPAL SUM: _____ Dollars
(\$ _____)

THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, a municipal corporation of the State of New Jersey (the "Township"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository") for this Bond, on the MATURITY DATE specified above, the PRINCIPAL SUM specified above, and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this Bond at the RATE OF INTEREST PER ANNUM specified above semi-annually on the first (1st) day of February and August in each year (each an "Interest Payment Date"), commencing February 1, 2024, until maturity or prior redemption. Principal of and interest on this Bond will be paid to the Securities Depository by the Township or a duly designated paying agent and will be credited to the Participants ("Participants") of DTC as listed on the records of DTC as of the fifteenth (15th) day of January and July (the "Record Dates" for such payments) preceding each Interest Payment Date.

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its Participants and the transfers of the interests among its Participants. The Participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds of this issue maturing prior to February 1, 2032 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after February 1, 2032 are subject to redemption, at the option of the Township, as a whole or in

part, on any date on or after February 1, 2031, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

[[Certain of the Bonds as set forth below shall be subject to mandatory sinking fund redemption prior to maturity on the dates and in the principal amounts as set forth in the table below at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The portions of the Bonds to be redeemed by sinking fund redemption shall be selected by the Township in direct order of maturity and within a maturity by lot or in any other customary manner determined by the Township.

The Bonds maturing on February 1, 20__ shall be subject to mandatory sinking fund redemption prior to maturity at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the date of redemption, on February 1 of the years and in the principal amounts set forth below.

\$ _____ Term Bond Maturing on February 1, 20

<u>Year</u>	<u>Principal Amount</u>
20__	\$____,000
20__	____,000
20__	____,000
20__	____,000
20__	____,000
20__	____,000
20__	____,000
20__	____,000
20__	____,000
20__	____,000
20__*	____,000

*Final Maturity]]

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository (the "Securities Depository") for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the Township. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

This Bond is one of an authorized issue of Bonds issued pursuant to (i) the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1 et seq., as amended and supplemented; (ii) various bond ordinances duly adopted by the Township Council of the Township, approved by the Mayor, and published as required by law; and (iii) a resolution duly adopted by the Township Council of the Township on October 10, 2023, entitled "RESOLUTION (A) PROVIDING FOR THE COMBINATION OF CERTAIN BOND ORDINANCES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF NOT TO EXCEED \$21,390,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2023B, OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "TOWNSHIP") AND PROVIDING FOR THEIR SALE AND DETERMINING CERTAIN OTHER MATTERS WITH RESPECT THERETO, (B) AUTHORIZING THE SALE AND ISSUANCE OF \$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT), CONSISTING OF \$32,906,191 BOND ANTICIPATION NOTES, \$4,476,000 OPEN SPACE TRUST FUND NOTES, AND \$1,348,000 SPECIAL EMERGENCY NOTES OF THE TOWNSHIP, AND (C) AUTHORIZING THE SALE AND ISSUANCE OF \$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE) OF THE TOWNSHIP".

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms and the Bonds will be payable from *ad valorem* taxes levied upon all the taxable property within the Township, without limitation as to rate or amount, to the extent that payment is not otherwise provided.

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

IN WITNESS WHEREOF, the TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be imprinted, reproduced or affixed to this Bond, and the seal to be attested by the manual signature of its Clerk, and this Bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

(SEAL)

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

[FORM OF BOND; DO NOT EXECUTE]
SUSAN MCCARTNEY,
Mayor

ATTEST:

[FORM OF BOND; DO NOT EXECUTE]
KAREN J. CARNEVALE,
Clerk

[FORM OF BOND; DO NOT EXECUTE]
JOHN GROSS,
Chief Financial Officer

EXHIBIT B

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

**NOTICE OF SALE
OF
\$21,390,000*
GENERAL IMPROVEMENT BONDS, SERIES 2023B**

(BOOK-ENTRY ONLY) (CALLABLE)

SUMMARY

ISSUER: Township of West Orange, in the County of Essex, State of New Jersey

PAR AMOUNT: \$21,390,000* General Improvement Bonds, Series 2023B (the "Bonds")

FORM: Book-Entry Only

SECURITY: General Obligations of the Township as to all Bonds

TAX EXEMPT: Yes

RATING: S&P Global Ratings – Expected

INSURANCE: The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance.

TYPE OF SALE: Electronic proposals via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") (See Bidding Details herein).

BOND SALE AGENT: PARITY

BID/AWARD DATE: The Bonds are being sold on the basis of the Maturity Schedule set forth herein on October 25, 2023 at 11:00 a.m. Award by 2:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: On or about November 8, 2023

INTEREST PAYMENT DATES: February 1 and August 1, commencing February 1, 2024

MINIMUM BID: \$21,390,000 (Par); the Bonds will be sold on the basis of the maturity schedule set forth herein.

MAXIMUM BID: \$23,315,100 (109% of Par); the Bonds will be sold on the basis of the maturity schedule set forth herein.

BID SECURITY: Good Faith Check or wire transfer in the amount of \$427,800 received by Township prior to bidding or a Financial Surety Bond, as provided in this Notice, if available.

BASIS OF AWARD: True Interest Cost

LEGAL OPINION: Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey

OFFERING STATEMENT: Preliminary Official Statement available at www.munihub.com.

* Preliminary, subject to change as described herein.

NOTICE

NOTICE IS HEREBY GIVEN that bids will be received by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") for the purchase of the Township's \$21,390,000* General Improvement Bonds, Series 2023B (the "Bonds"). **All Bids (as defined below) must be submitted in their entirety on i-Deal's PARITY website ("PARITY") at www.newissuehome.i-deal.com prior to 11:00 a.m., prevailing New Jersey time, on October 25, 2023 (the "Bid Date"). To bid via PARITY, Bidders (as defined below) must have submitted a good faith check in the form of a certified, cashier's or treasurer's check, a wire transfer or a Financial Surety Bond, if available, payable to the Township in the amount of \$427,800 prior to 11:00 a.m. on the Bid Date (see Bidding Details below).**

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.munihub.com. In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company, New York, New York ("DTC"), clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to 10:30 a.m., prevailing New Jersey time, on the Bid Date, elect to receive an electronic copy of the POS via electronic mail by requesting it on PARITY or by calling the Township's bond counsel, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095. Calls should be directed to Everett M. Johnson, Esq. at (732) 855-6149. All Bidders must review the POS and certify that they have done so prior to participating in the bidding on the Bonds.

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

The Township, at its expense, will make available to the Winning Bidder (as defined herein) a reasonable number of copies of the Final Official Statement, within seven (7) business days following the date of acceptance of the Bid or to accompany the purchaser's confirmations that request payment for the Bonds.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$21,390,000*. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

* Preliminary, subject to change as described herein.

Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder of the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semi-annually on February 1 and August 1 in each year (each an "Interest Payment Date"), commencing February 1, 2024, until maturity or prior redemption, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each January 15 and July 15 (the "Record Dates") preceding each Interest Payment Date for the Bonds.

Principal Amortization

The Bonds will consist of one series of serial bonds (with one CUSIP for each maturity of the Bonds) maturing on February 1 in each year, commencing February 1, 2024, as indicated on the maturity schedule set forth below. The principal amount of each serial maturity shall be as set forth below:

BONDS MATURITY SCHEDULE

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2024	\$ 930,000	2031	\$ 1,650,000
2025	930,000	2032	1,705,000
2026	930,000	2033	1,760,000
2027	1,450,000	2034	1,820,000
2028	1,495,000	2035	1,860,000
2029	1,545,000	2036	1,860,000
2030	1,595,000	2037	1,860,000
		TOTAL	\$21,390,000

Adjustment of Maturities

The Township may, and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds, provided however, that (i) no maturity schedule adjustment shall exceed nine percent (9%) upward or downward of the principal for any maturity of Bonds as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed nine percent (9%) upward or downward of the aggregate principal amount of Bonds, as specified herein, and the aggregate principal amount of Bonds, as adjusted, shall not exceed \$23,315,100. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount, as calculated from

* Preliminary, subject to change as described herein.

the bid, and the Initial Public Offering Prices required to be delivered to the Township, as stated herein.

Book-Entry Only

The Bonds will be issued in book-entry only form, and each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository ("Securities Depository") for the Bonds. The Bonds will be issued in the form of one certificate for the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants ("Participants") and the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. The Winning Bidder will not receive certificates representing their interests in the Bonds. Individual purchases may be made in the principal amount of \$1,000 or any integral multiple thereof, with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its Participants. Payments of principal, interest and redemption premium, if any, on the Bonds will be made by the Township or a paying agent designated by the Township to DTC for subsequent disbursement to the Participants to then be remitted to the Beneficial Owners of the Bonds. It shall be the obligation of the Winning Bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

Redemption Provisions

The Bonds of this issue maturing prior to February 1, 2032 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after February 1, 2032 are subject to redemption, at the option of the Township, as a whole or in part, on any date on or after February 1, 2031, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository (the "Securities Depository") for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the Township. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

Term Bond Option

Bidders may elect to structure the issue to include term bonds (the "Term Bond Option"), which term bonds, if selected by the Bidder, will be subject to mandatory redemption prior to maturity, in the years and amounts shown above as serial maturities, upon payment of one hundred percent (100%) of the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for such mandatory redemption of such amounts. Bidders must designate the Bonds that are to be term bonds at the time of their bid. If the Bonds are awarded and no term bonds are designated in the Winning Bid (as defined herein), the Bonds will mature serially as shown in the preceding maturity schedule.

Terms of PARITY

Each electronic bid must be submitted via PARITY. No bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the Township's Municipal Advisor, Timothy S. Eismeier of NW Financial Group, LLC (the "Municipal Advisor"), at (551) 655-7595 or PARITY at (212) 849-5021. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When a bid for the Bonds is submitted via PARITY, the bidder further agrees that the Township may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as the official "Bid for Bonds" executed by a duly authorized signatory of the Bidder. If the Bid submitted electronically via PARITY is accepted by the Township, the terms of the Bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

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

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3"), or by other available means, prior to 11:00 a.m., prevailing New Jersey time, on the Bid Date.

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

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

harm or damages caused to such Bidder in connection with its use of PARITY for bidding on the Bonds.

The Township may, in its sole discretion and prior to the electronic receipt of bids, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, prior to 11:00 a.m., prevailing New Jersey time, on the Bid Date.

Bidding Details

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

(1) **THE BONDS ARE BEING SOLD ON THE BASIS OF THE MATURITY SCHEDULE SET FORTH ABOVE. ALL BIDDERS SUBMITTING PROPOSALS MUST BID ON ALL OF THE BONDS.**

(2) **BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK, WIRE TRANSFER OR A FINANCIAL SURETY BOND (IF AVAILABLE) IN THE AMOUNT OF \$427,800 PAYABLE TO THE TOWNSHIP PRIOR TO 11:00 A.M. ON THE BID DATE. CHECKS SHOULD BE SUBMITTED TO THE FOLLOWING ADDRESS:**

**NW Financial Group, LLC
2 Hudson Place, 3rd Floor
Hoboken, New Jersey 07030
Attn: Timothy S. Eismeier**

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE TOWNSHIP. TO OBTAIN WIRE TRANSFER INSTRUCTIONS, PLEASE CONTACT THE TOWNSHIP'S MUNICIPAL ADVISOR, TIMOTHY S. EISMEIER AT (551) 655-7595 OR TEISMEIER@NWFINANCIAL.COM.

(3) All Bids must be submitted via the PARITY website at www.newissuehome.i-deal.com. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**

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

(5) Bidders may bid to purchase Bonds from the Township at a price which is no less than the par amount and no greater than 109% of the par amount of the Bonds. No Bid shall be considered that offers to pay an amount less than the total principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest True Interest Cost to the Township under any legally acceptable Bid.

(6) Bidders must specify a rate of interest for each maturity of the Bonds, which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). The difference between the highest and lowest rates of interest named in the Bid shall not exceed three percent (3%) and not more than one rate of interest may be named for the Bonds of the same maturity. There is no limitation on the number of rates of interest that may be named.

- (7) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (8) The Winning Bidder shall be obligated to furnish to the Township within forty-eight (48) hours prior to the date of delivery of the Bonds a certificate satisfactory to Bond Counsel to the Township, the form of which is attached hereto as Exhibit A, to the effect that: (i) each maturity of the Bonds has been the subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price set forth in such certificate; (ii) ten percent (10%) or more in par amount of the Bonds of each maturity were sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price for such maturity set forth in such certificate; (iii) at the time the Winning Bidder submitted its bid to the Township, based upon then prevailing market conditions, the Winning Bidder had no reason to believe that any maturity of the Bonds would be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at a price greater than the initial public offering price for that maturity, or that the fair market of any maturity of the Bonds would be in excess of the initial public offering price for that maturity (in the event the Township receives fewer than three (3) bids for the Bonds, then the issue price of the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below)); or (iv) the initial offering price to the Public as of the Sale Date of any Maturity of the Bonds is the issue price of that Maturity, in each case applied on a Maturity-by-Maturity basis (and if different interest rates apply within a Maturity, to each separate CUSIP number within that Maturity). The Winning Bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the Winning Bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Sale Date (each, an "Unsold Maturity"), the Winning Bidder shall be subject to the hold-the-offering-price rule. "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to the Underwriter. The term "related party" generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly. "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public). Such certificate shall state that it is made to the best knowledge, information and belief of the Winning Bidder.
- (9) Additionally, the Winning Bidder shall be obligated to furnish to the Township within forty-eight (48) hours of the Bid Date the public offering prices and reoffering yields for each maturity of the Bonds.

Definitions

"Bid"	any confirmed purchase offer received by PARITY on or before the end of the bidding time period.
"Bidder"	any firm registered and approved for participation in the sale.
"True Interest Cost"	computed by determining the interest rate, compounded semiannually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding accrued interest to the delivery date. The True Interest Cost serves as the basis for awarding bonds to Winning Bidders.
"Winning Bid"	any purchase offer made by a Bidder and received by PARITY which, at the end of the bidding time period, results in the lowest True Interest Cost which is acceptable to the Township.

Bid Procedure and Basis of Award

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

Bids must remain valid until at least 2:00 p.m., prevailing New Jersey time, on the Bid Date, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in this Notice of Sale. Upon selection of the Winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the Winning Bidder by telephone, electronic mail or facsimile.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified or cashier's or treasurer's check, wire transfer or a Financial Surety Bond, if available, in the amount of \$427,800, payable to the order of the Township, is required for each Bid to be considered. Wire instructions can be obtained by contacting Timothy S. Eismeier, Municipal Advisor, at (551) 655-7595 and such wire must be received and confirmed by the Township prior to 11:00 a.m. (prevailing New Jersey time) on the Bid Date. If a check is used, it must be a certified or cashier's or treasurer's check and must be provided to the Township prior to 11:00 a.m. on the Bid Date. Each Bidder accepts responsibility for delivering such deposit on time and the Township is not responsible for any deposit that is not received on time. If a Financial Surety Bond is available and used, it must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (the "Director") and such Financial Surety Bond must be submitted to the Township prior to 11:00 a.m. on the Bid Date at the address referred to above. Use of any Financial Surety Bond must be approved by the Director prior to the Bid and will not be accepted by the Township unless evidence of such approval is provided prior to the Bid. The Financial Surety Bond must identify the Bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a Bidder utilizing a Financial Surety Bond, then that Winning Bidder is required to submit its Deposit to the Township by wire transfer as instructed by the Township no later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn upon by the Township to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Winning Bidder. The Deposit

will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted Bid or fails (other than for reasons permitted under this Notice) to accept delivery of and pay for the Bonds on the closing date, the Deposit shall be retained by the Township as, and for, full liquidated damages to secure the Township from any loss resulting from such failure by the Winning Bidder. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 2:00 p.m. on the Bid Date and then only if such award has not been made prior to the withdrawal of the Bid. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Township on or about November 8, 2023.

Right to Reject Bids; Waive Irregularities

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

Delivery of the Bonds

The Bonds will be delivered on or about November 8, 2023 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN 1 HOUR PRIOR TO ANY ANNOUNCED DATE AND TIME FOR RECEIPT OF BIDS) to or at the direction of DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing certificates, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor and compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to preserve the tax exemption on the Bonds from federal income taxes, (3) a certificate signed by the Township relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with the Rule (as defined herein) and the undertaking of the Township with respect thereto.

CUSIP Identification Numbers

The request for the assignment of CUSIP identification numbers shall be the responsibility of NW Financial Group, LLC, Hoboken, New Jersey, the Municipal Advisor to the Township, and the CUSIP Service Bureau charge therefor shall be the responsibility of, and shall be paid for by, the purchaser. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Bonds to have the CUSIP numbers printed on the Bonds. Neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and make payment for the Bonds in accordance with the terms of this Notice of Sale.

Legal Opinion

The approving opinion of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Township, will be furnished without cost to the Winning Bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the marketing and sale of the Bonds, to the effect that the Bonds are

valid and legally binding general obligations of the Township, that all the taxable property therein will be subject to the levy of *ad valorem* taxes to pay the principal of the Bonds and the interest thereon without limitation as to rate or amount and that interest on the Bonds is not includable as gross income under the Code, if the Township complies with all conditions subsequent contained in the Code, and that interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

Postponement

The Township reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON PARITY, BEFORE 9:00 A.M. ON THE BID DATE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced on PARITY at the time the sale date and time are announced.

Termination

The Winning Bidder at its option may refuse to accept the Bonds if prior to their delivery any change in any income tax law of the United States of America shall provide that the interest thereon is includable or shall be includable in gross income at a future date for Federal income tax purposes. In such case, the deposit made by such Winning Bidder shall be returned and such Bidder will be relieved of its contractual obligations arising from the acceptance of its Winning Bid.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for, and authorized by, the Township. This Notice of Sale and the POS may be viewed on www.munihub.com. However, the Township makes no assurance or representation with respect to the form of this Notice of Sale and the POS on www.munihub.com, and no investment decision should be made in reliance thereon. Printed copies of the POS and this Notice of Sale may be obtained from the Bond Counsel at the address and phone number stated below. Additional information relating to the financing of the Township can be obtained by contacting John Gross, Chief Financial Officer, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or by telephone at (973) 325-4070; Bond Counsel, Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095, or by telephone at (732) 855-6149; or the Municipal Advisor, Timothy S. Eismeier, NW Financial Group, LLC, 2 Hudson Place, 3rd Floor, Hoboken, New Jersey 07030, or by telephone at (551) 655-7595.

/s/ John Gross

John Gross
Chief Financial Officer
Township of West Orange
in the County of Essex
State of New Jersey

Dated: October 18, 2023

EXHIBIT A
to
Notice of Sale
for
\$21,390,000
GENERAL IMPROVEMENT BONDS, SERIES 2023B

Form of Issue Price Certificate

November __, 2023

Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Re: TOWNSHIP OF WEST ORANGE,
in the County of Essex, State of New Jersey
\$21,390,000 General Improvement Bonds, Series 2023B

Ladies and Gentlemen:

The undersigned, as a representative of _____, the Underwriter (the "Underwriter") of the \$21,390,000 General Improvement Bonds, Series 2023B (the "Bonds"), sold on the Sale Date (as hereinafter defined), dated and issued on the date hereof, of the Township of West Orange, in the County of Essex, State of New Jersey (the "Issuer" or the "Township"), hereby certifies as follows:

[1. [Alternate 1 – ***Bids Received From at Least 3 Underwriters and Release of 10% Rule***]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the undersigned are the prices listed in Exhibit A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the undersigned in formulating its bid to purchase the Bonds.

(b) The undersigned was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the undersigned constituted a firm offer to purchase the Bonds.

(d) Based on the Expected Offering Prices, the aggregate offering prices of the Bonds to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

[1. [Alternate 2 – **Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Bonds by closing**] As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public are the respective prices listed in Exhibit A (collectively, the "Offering Prices"). Based on the Offering Prices, the aggregate Offering Prices of the Bonds to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

[1. [**Hold-the-Price language**] As of the Sale Date, the Underwriter offered the Bonds to the Public for purchase at the respective Offering Prices listed in Exhibit A. The Underwriter agrees that (i) for each Maturity of Bonds, it will neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Offering Price listed in Exhibit A for such Maturity during the Holding Period for such Maturity (the "Hold-The-Offering-Price Rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of Bonds at a price that is higher than the respective Offering Price for that Maturity of the Bonds for the Holding Period.]

Bond Counsel has advised us that: (i) in addition to the Bonds, the Township sold \$38,730,191 aggregate principal amount of General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Notes") on October 25, 2023, (ii) pursuant to Section 1.150-1(c) of the Code (as defined below), the Bonds and the Notes are considered part of the same issue, and (iii) the yield on the Bonds generally means the discount rate that, when used in computing the present value on the delivery date of all unconditionally payable payments of principal and interest on the Bonds, produces an amount equal to the purchase price of the Bonds (defined as the initial offering prices or yields to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which prices or yields a substantial amount of such Bonds of each maturity was sold) taking into account the yield on the Notes, which calculation methodology shall be referred to as the "Blended Yield".

2. The stand-alone Yield on the Bonds is not less than ____%. The Blended Yield on the Bonds and the Notes, based upon computations provided by NW Financial Group, LLC, Hoboken, New Jersey, Municipal Advisor to the Township, is not less than ____%.

3. The weighted average maturity of the Bonds is _____.

4. **Defined Terms.** In addition to the terms defined above, the following terms used herein shall have the meanings therefor set forth below:

[(a) "Holding Period" means for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date,

or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Offering Price for such Maturity.]

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly.

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of Bonds. The Sale Date of the Bonds is October 25, 2023.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(f) "Yield" means the discount rate which, when used in computing the present value of the expected issue payments (principal and interest components, qualified guarantee payments, and the retirement price) to be paid on the Bonds, produces an amount equal to the issue price of the Bonds as of the date hereof.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the undersigned's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to compliance with the federal income tax rules affecting the Bonds, and by bond counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Very truly yours,

_____[UNDERWRITER]

By: _____

Name: _____

Title: _____

EXHIBIT C

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

NOTICE OF SALE
OF
\$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT)
CONSISTING OF
\$32,906,191 BOND ANTICIPATION NOTES,
\$4,476,000 OPEN SPACE TRUST FUND NOTES,
AND
\$1,348,000 SPECIAL EMERGENCY NOTES

(BOOK-ENTRY ONLY)

(NON-CALLABLE)

Proposals for the purchase of the above-captioned \$38,730,191 General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes"), of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") will be received by NW Financial Group, LLC, Municipal Advisor to the Township (the "Municipal Advisor"), on behalf of the undersigned Chief Financial Officer of the Township, on **WEDNESDAY, OCTOBER 25, 2023**, until 11:15 a.m. No proposals will be received after 11:15 a.m. A determination as to the award will be made by the Chief Financial Officer or Deputy Finance Officer of the Township no later than 2:00 p.m. on that date. Proposals shall be submitted on the Official Form of Proposal for Tax-Exempt Notes attached hereto. Proposals will be received by either (a) electronic mail ("e-mail") to teismeier@nwfinancial.com or (b) electronically via PARITY at www.newissuehome.i-deal.com in the manner described below. **The Township will accept proposals via e-mail that contain the information in bold on the attached Official Form of Proposal for Tax-Exempt Notes, including the purchase price, interest rate per annum, information regarding entity making the proposal and informational items at the bottom.**

The proceeds of the Bond Anticipation Notes will be used to (i) refund, on a current basis, a \$23,908,000 principal portion of outstanding bond anticipation notes of the Township issued in the aggregate principal amount of \$45,301,136 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Bond Anticipation Notes") (a \$3,136 portion of the Prior Bond Anticipation Notes will be paid by the Township with a 2023 budget appropriation or with proceeds generated by a premium on the Tax-Exempt Notes sold, and a \$21,390,000 portion of the Prior Bond Anticipation Notes will be currently refunded through the issuance of \$21,390,000 aggregate principal amount of General Improvement Bonds, Series 2023B), and (ii) temporarily finance the cost of various capital improvements and purposes in and by the Township in the amount of \$8,998,191, including paying the costs associated with the issuance of the Bond Anticipation Notes.

The proceeds of the Open Space Notes will be used to refund, on a current basis, a \$4,476,000 principal portion of outstanding open space trust fund notes of the Township issued in the aggregate principal amount of \$4,476,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Open Space Notes").

The proceeds of the Special Emergency Notes will be used to refund, on a current basis, a \$1,348,000 principal portion of outstanding special emergency notes of the Township issued in the aggregate principal amount of \$1,782,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Special Emergency Notes") (a \$434,000 portion of the Prior Special Emergency Notes will be paid by the Township with a 2023 budget appropriation).

Each proposal must offer to purchase all of the Tax-Exempt Notes being offered at a price not less than par and must specify a single rate of interest offered for the Tax-Exempt Notes. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months in a 360-day year. The Tax-Exempt Notes will be awarded to the entity on whose proposal the issuance thereof may be made at the lowest net interest cost. The Chief Financial Officer or Deputy Finance Officer of the Township reserves the right to waive irregularities in any proposal, reject all proposals or to award the Tax-Exempt Notes to an entity other than the entity submitting the lowest proposal. An entity, by submitting a proposal, agrees to accept the determination of the Chief Financial Officer or Deputy Finance Officer of the Township.

The Tax-Exempt Notes will not be designated as qualified tax-exempt obligations for purposes of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended, and shall not be subject to redemption prior to maturity.

SPECIFICATIONS OF THE NOTES

Principal Amount:	\$38,730,191 General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes")
Dated:	November 8, 2023
Maturity Date:	November 7, 2024
Interest Rate Per Annum:	Specified by the successful purchaser
Legal Opinion:	Wilentz, Goldman & Spitzer, P.A. ("Bond Counsel"), in substantially the form set forth in Preliminary Official Statement (as defined herein)
Rating:	S&P Global Ratings: "Expected"
Paying Agent:	Township of West Orange, in the County Essex, State of New Jersey
Closing:	
a. Date:	November 8, 2023
b. Location:	Office of Wilentz, Goldman & Spitzer, P.A., Bond Counsel, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095
Denominations:	\$1,000 or any integral multiple thereof, or, as applicable, any odd denomination in excess thereof, with a minimum purchase of \$5,000 required
Payment:	Wire transfer of immediately available funds
Form of Tax-Exempt Notes:	Registered, Book-Entry Only or Direct Purchase, Not Reoffered, as specified by the successful purchaser of the Tax-Exempt Notes

The Tax-Exempt Notes will be non-callable general obligations of the Township payable ultimately from *ad valorem* taxes levied upon all the taxable property located within the Township, without limitation as to rate or amount, to the extent that payment is not otherwise provided.

The successful purchaser of the Tax-Exempt Notes shall be obligated to furnish to the Township within forty-eight (48) hours prior to the date of delivery of the Tax-Exempt Notes, a certificate ("Issue Price Certificate") satisfactory to Bond Counsel, if determined by Bond Counsel to be applicable, in substantially the proposed form of the Issue Price Certificate attached hereto as Exhibit A.

Each bidder may, on the Official Form of Proposal for Tax-Exempt Notes attached hereto, designate the Tax-Exempt Notes as "Direct Purchase, Not Reoffered". If a bidder makes such designation and is awarded the Tax-Exempt Notes, such winning bidder shall certify at closing that (i) it has not reoffered the Tax-Exempt Notes to the public and does not expect to do so, and (ii) it has purchased the

Tax-Exempt Notes for its own account (or the account of a related party) and not with a view to resell or distribute the Tax-Exempt Notes. In the event the winning bidder designates the Tax-Exempt Notes as "Direct Purchase, Not Reoffered", then the issue price for the Tax-Exempt Notes shall be the purchase price offered by the winning bidder.

At the time of delivery of the Tax-Exempt Notes, the Township will furnish to the purchaser customary closing documents, including (1) a certificate executed by the officials who execute the Tax-Exempt Notes stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or the delivery of the Tax-Exempt Notes or the levy or collection of taxes to pay the principal of or interest due on the Tax-Exempt Notes, or in any manner questioning the authority or the proceedings for the issuance of the Tax-Exempt Notes or the levy or the collection of taxes, or affecting the validity of the Tax-Exempt Notes or the levy or the collection of taxes, and (2) the approving legal opinion of Wilentz, Goldman & Spitzer, P.A., Bond Counsel to the Township, in the form attached as Appendix D to the Preliminary Official Statement and the Official Statement (both as hereinafter defined) relating to the Tax-Exempt Notes.

The request for the assignment of CUSIP identification numbers shall be the responsibility of NW Financial Group, LLC, Hoboken, New Jersey, the Municipal Advisor to the Township (the "Municipal Advisor"), and the CUSIP Service Bureau charge therefor shall be the responsibility of, and shall be paid for by, the purchaser of the Tax-Exempt Notes. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Tax-Exempt Notes to have the CUSIP numbers printed on each series of the Tax-Exempt Notes. Neither the failure to print such number on any Tax-Exempt Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and make payment for the Tax-Exempt Notes in accordance with the terms of this Notice of Sale.

Procedures Regarding Electronic Bidding. Proposals may be submitted electronically via PARITY in accordance with this Notice of Sale until 11:15 a.m., prevailing New Jersey time, on Wednesday, October 25, 2023, but no proposal will be received after the time for receiving proposals specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 849-5021. The bidder further agrees that:

1. The Township may regard the electronic transmission of the proposal through PARITY (including information about the purchase price of the Tax-Exempt Notes, the interest rate or rates to be borne by the Tax-Exempt Notes and any other information included in such transmission) as though the same information was submitted on the Official Form of Proposal for Tax-Exempt Notes provided by the Township and executed and submitted by a duly authorized representative of the bidder. If the proposal submitted electronically via PARITY is accepted by the Township, the terms of the proposal for the Tax-Exempt Notes and this Notice of Sale, as well as the information that is electronically transmitted through PARITY, shall form a contract and the Successful Bidder(s) shall be bound by the terms of such contract.

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

3. The Township may, in its sole discretion and prior to the electronic receipt of proposals, choose to clarify any term hereof including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification to such effect via Thomson News Service ("TM3") and/or PARITY prior to 11:15 a.m., prevailing New Jersey time, on October 25, 2023.

4. Once the proposals are communicated electronically via PARITY to the Township as described above, each proposal will constitute a proposal for the Tax-Exempt Notes and shall be deemed to be an irrevocable offer to purchase the Tax-Exempt Notes on the terms provided in this Notice of Sale. For purposes of submitting proposals for the Tax-Exempt Notes electronically via PARITY, the time maintained on PARITY shall constitute the official time.

5. Each bidder shall be solely responsible for making necessary arrangements to access PARITY for purposes of submitting its proposal in a timely manner and in compliance with the requirements

of this Notice of Sale. Neither the Township nor PARITY shall have any duty or obligation to provide or assure access to any bidder, and neither the Township nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using PARITY as a communications mechanism, and not as the Township's agent, to conduct the electronic bidding for the Tax-Exempt Notes. By using PARITY, each bidder agrees to hold the Township harmless for any harm or damages caused by or to such bidder in connection with its use of PARITY for bidding on the Tax-Exempt Notes.

The Township has authorized the distribution of an Official Statement (the "Official Statement"), "deemed final" for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and supplemented, and distributed in preliminary form (the "Preliminary Official Statement") on the date hereof. The Preliminary Official Statement may be viewed electronically at www.munihub.com. Bidders may either (a) print out a copy of the Preliminary Official Statement on their own printer, or (b) at any time prior to 10:45 a.m. on October 25, 2023, elect to receive an electronic copy of the Preliminary Official Statement via electronic mail by calling the Township's bond counsel, Everett M. Johnson, Esq., of Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 at (732) 855-6149. All Bidders must review the Preliminary Official Statement and by submitting a proposal will certify that they did so prior to submitting their proposal. Final Official Statements will be delivered to the purchaser of the Tax-Exempt Notes within the earlier of seven (7) business days following the award of the Tax-Exempt Notes or to accompany the purchaser's confirmations that request payment for the Tax-Exempt Notes, such Official Statement to be dated as of the date of the award of the Tax-Exempt Notes. The Successful Bidder will be furnished upon request, without cost, with a reasonable number of copies of the Official Statement. None of the Township, Bond Counsel, or the Municipal Advisor is responsible to any Bidder for any defect or inaccuracy in the Preliminary Official Statement as it appears on www.munihub.com.

/s/ John Gross

John Gross
Chief Financial Officer
Township of West Orange
in the County of Essex
State of New Jersey

Dated: October 18, 2023

OFFICIAL FORM OF PROPOSAL FOR TAX-EXEMPT NOTES
\$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT)
CONSISTING OF
\$32,906,191 BOND ANTICIPATION NOTES,
\$4,476,000 OPEN SPACE TRUST FUND NOTES,
AND
\$1,348,000 SPECIAL EMERGENCY NOTES

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

BID DATE: OCTOBER 25, 2023

DATED: NOVEMBER 8, 2023
MATURING: NOVEMBER 7, 2024

VIA E-MAIL AT TEISMEIER@NWFINANCIAL.COM

John Gross
Chief Financial Officer
Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: Timothy S. Eismeier, Managing Director

Dear Mr. Gross:

Subject to the provisions of the Notice of Sale (the "Notice"), which is made a part hereof, we offer to purchase the \$38,730,191 aggregate principal amount of General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes") described in such Notice at a **purchase price** of \$ _____, provided that the Tax-Exempt Notes bear **interest at the rate per annum** of _____%.

Name of Entity Making Proposal: _____

Address: _____

Authorized Signatory: _____

Name: _____

Title: _____

Phone Number: _____

E-Mail: _____

Please also supply the following additional information necessary to complete the Tax-Exempt Note closing documentation:

Gross Interest Payable on Tax-Exempt Notes: _____

Less: Premium on the Tax-Exempt Notes (if any): _____

Net Interest Cost: _____

Net Interest Rate: _____

Reoffering Yield: _____

Reoffering Price: _____

Form (please check): ☐ DTC, Book-Entry
☐ Register in Name of Purchaser
☐ Direct Purchase, Not Reoffered

EXHIBIT A
to
Notice of Sale
for
\$38,730,191 General Obligation Notes, Series 2023A (Tax-Exempt)
Consisting Of
\$32,906,191 Bond Anticipation Notes,
\$4,476,000 Open Space Trust Fund Notes,
and
\$1,348,000 Special Emergency Notes

Form of Issue Price Certificate

November __, 2023

Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Re: TOWNSHIP OF WEST ORANGE,
in the County of Essex, State of New Jersey
\$38,730,191 General Obligation Notes, Series 2023A (Tax-Exempt)
Consisting of
\$32,906,191 Bond Anticipation Notes
\$4,476,000 Open Space Trust Fund Notes
\$1,348,000 Special Emergency Notes

Ladies and Gentlemen:

The undersigned, as a representative of the Underwriter of the \$38,730,191 aggregate principal amount of General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes"), sold on the Sale Date (as hereinafter defined), dated and issued on the date hereof and maturing on November 7, 2024, of the Township of West Orange, in the County of Essex, State of New Jersey (the "Issuer" or "Township"), hereby certifies as follows:

[1. [Alternate 1 – **Bids Received From at Least 3 Underwriters**

(a) As of the Sale Date, the reasonably expected initial offering price of the Tax-Exempt Notes to the Public by the undersigned is the price listed below (the "Expected Offering Price"). The Expected Offering Price is the price for the Tax-Exempt Notes used by the undersigned in formulating its bid to purchase the Tax-Exempt Notes.

(b) The undersigned was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the undersigned constituted a firm offer to purchase the Tax-Exempt Notes.

(d) Based on the Expected Offering Price, the offering price of the Tax-Exempt Notes to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

(e) Bond Counsel has advised us that: (i) in addition to the Tax-Exempt Notes, the Township sold \$21,390,000 aggregate principal amount of General Improvement Bonds, Series 2023B (the "Bonds") on October 25, 2023, (ii) pursuant to Section 1.150-1(c) of the Code (as defined below), the Tax-Exempt Notes and the Bonds are considered part of the same issue, and (iii) the yield on the Tax-Exempt Notes generally means the discount rate that, when used in computing the present value on the delivery date of all unconditionally payable payments of principal and interest on the Tax-Exempt Notes, produces an amount equal to the purchase price of the Tax-Exempt Notes (defined as the initial offering prices or yields to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which prices or yields a substantial amount of such Tax-Exempt Notes was sold) taking into account the yield on the Bonds, which calculation methodology shall be referred to as the "Blended Yield".

<u>MATURITY DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>EXPECTED OFFERING PRICE</u>
	\$	%	%

2. The stand-alone Yield on the Tax-Exempt Notes is not less than ____%. The Blended Yield on the Tax-Exempt Notes and the Bonds, based upon computations provided by NW Financial Group, LLC, Hoboken, New Jersey, Municipal Advisor to the Township, is not less than ____%.]

[1. [Alternate 2 – **Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Tax-Exempt Notes by closing**] As of the date of this certificate, the first price at which at least 10% of the Tax-Exempt Notes was sold to the Public is the price listed below under "Offering Price". Based on the Offering Price, the Offering Price of the Tax-Exempt Notes to the public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

<u>MATURITY DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>OFFERING PRICE</u>
	\$	%	%

2. The stand-alone Yield on the Tax-Exempt Notes is not less than ____%. The Blended Yield on the Tax-Exempt Notes and the Bonds, based upon computations provided by NW Financial Group, LLC, Hoboken, New Jersey, Municipal Advisor to the Township, is not less than ____%.]

[1. ***Hold-the-Price language***] As of the Sale Date, the Underwriter offered the Tax-Exempt Notes to the Public for purchase at the Expected Offering Price listed below. The Underwriter agrees that (i) it will neither offer nor sell any of the Hold-The-Offering-Price Maturity to any person at a price that is higher than the Offering Price listed below for the Tax-Exempt Notes during the Holding Period for the Tax-Exempt Notes (the "Hold-The-Offering-Price Rule"), and (ii) any selling group agreement shall contain an agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain an agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold the Hold-The-Offering-Price Maturity at a price that is higher than the Offering Price for the Tax-Exempt Notes during the Holding Period. The Offering Price of the Tax-Exempt Notes to the public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

<u>MATURITY DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>OFFERING PRICE</u>
	\$	%	%

2. The stand-alone Yield on the Tax-Exempt Notes is not less than ____%. The Blended Yield on the Tax-Exempt Notes and the Bonds, based upon computations provided by NW Financial Group, LLC, Hoboken, New Jersey, Municipal Advisor to the Township, is not less than ____%.]

3. ***Defined Terms.*** In addition to the terms defined above, the following terms used herein shall have the meanings therefor set forth below:

[(a) "Hold-The-Offering-Price Maturity" means the Maturity of the Tax-Exempt Notes listed in the chart above.]

[(b) "Holding Period" means, with respect to a Hold-The-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-The-Offering Price Maturity to the Public at a price that is no higher than the Offering Price for such Hold-The-Offering-Price Maturity.]

(a) "Maturity" means Tax-Exempt Notes with the same credit and payment terms. Tax-Exempt Notes with different maturity dates, or Tax-Exempt Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than fifty percent (50%) common ownership of any person, directly or indirectly.

(c) "Sale Date" means the date in which the Tax-Exempt Notes were offered and sold to the Underwriter for the Maturity of the Tax-Exempt Notes. The Sale Date of the Tax-Exempt Notes is October 25, 2023.

(d) "Underwriter" means _____ and (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Tax-Exempt Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Tax-Exempt Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Tax-Exempt Notes to the Public).

(e) "Yield" means the discount rate which, when used in computing the present value of the expected issue payments (principal and interest components, qualified guarantee payments, and the retirement price) to be paid on the Tax-Exempt Notes, produces an amount equal to the issue price of the Tax-Exempt Notes as of the date hereof.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the undersigned's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to compliance with the federal income tax rules affecting the Tax-Exempt Notes, and by bond counsel in connection with rendering its opinion that the interest on the Tax-Exempt Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Tax-Exempt Notes.

Very truly yours,

_____ [UNDERWRITER]

By: _____
Name: _____
Title: _____

EXHIBIT D

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

**NOTICE OF SALE
OF
\$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE)

(BOOK-ENTRY ONLY)
(NON-CALLABLE)**

Proposals for the purchase of the above-captioned \$1,369,806 aggregate principal amount of Special Emergency Notes, Series 2023B (Federally Taxable) (the "Taxable Notes") of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") will be received by NW Financial Group, LLC, Municipal Advisor to the Township (the "Municipal Advisor"), on behalf of the undersigned Chief Financial Officer of the Township, on **WEDNESDAY, OCTOBER 25, 2023**, until 11:30 a.m. No proposals will be received after 11:30 a.m. A determination as to the award will be made by the Chief Financial Officer or Deputy Finance Officer of the Township no later than 2:00 p.m. on that date. Proposals shall be submitted on the Official Form of Proposal for Taxable Notes attached hereto. Proposals will be received by either (a) electronic mail ("e-mail") to teismeier@nwfinancial.com or (b) electronically via PARITY at www.newissuehome.i-deal.com in the manner described below. **The Township will accept proposals via e-mail that contain the information in bold on the attached Official Form of Proposal for Taxable Notes, including the purchase price, interest rate per annum, information regarding entity making the proposal and informational items at the bottom.**

The proceeds of the Taxable Notes will be used to refund, on a current basis, a \$1,369,806 principal portion of special emergency notes issued in the principal amount of \$1,826,408 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Taxable Special Emergency Notes"), which Prior Taxable Special Emergency Notes were originally issued to temporarily finance the cost of a special emergency appropriation certified by the Director of the Division of Local Government Services related to purposes set forth in N.J.S.A. 40A:4-53(L) and (M) related to a deficit balance experienced by the Township attributable to COVID-19 (the remaining balance of the Prior Taxable Special Emergency Notes will be paid by a 2023 budget appropriation in the amount of \$456,602).

Each proposal must offer to purchase all of the Taxable Notes being offered at a price not less than par and must specify a single rate of interest offered for the Taxable Notes. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months in a 360-day year. The Taxable Notes will be awarded to the entity on whose proposal the issuance thereof may be made at the lowest net interest cost. The Chief Financial Officer or Deputy Finance Officer of the Township reserves the right to waive irregularities in any proposal, reject all proposals or to award the Taxable Notes to an entity other than the entity submitting the lowest proposal. An entity, by submitting a proposal, agrees to accept the determination of the Chief Financial Officer or Deputy Finance Officer of the Township.

The Taxable Notes shall not be subject to redemption prior to maturity.

SPECIFICATIONS OF THE NOTES

Principal Amount:	\$1,369,806 aggregate principal amount of Special Emergency Notes, Series 2023B (Federally Taxable)
Dated:	November 8, 2023
Maturity Date:	November 7, 2024
Interest Rate Per Annum:	Specified by the successful purchaser
Legal Opinion:	Wilentz, Goldman & Spitzer, P.A. ("Bond Counsel"), in substantially the form set forth in Preliminary Official Statement (as defined herein)

Rating:	S&P Global Ratings: "Expected"
Paying Agent:	Township of West Orange, in the County Essex, State of New Jersey
Closing:	
a. Date:	November 8, 2023
b. Location:	Office of Wilentz, Goldman & Spitzer, P.A., Bond Counsel, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095
Denominations:	\$1,000 or any integral multiple thereof, or, as applicable, any odd denomination in excess thereof, with a minimum purchase of \$5,000 required
Payment:	Wire transfer of immediately available funds
Form of Taxable Notes:	Registered, Book-Entry Only or Direct Purchase, Not Reoffered, as specified by the successful purchaser of the Taxable Notes

The Taxable Notes will be non-callable general obligations of the Township payable ultimately from *ad valorem* taxes levied upon all the taxable property located within the Township, without limitation as to rate or amount, to the extent that payment is not otherwise provided.

Each bidder may, on the Official Form of Proposal for Taxable Notes attached hereto, designate the Taxable Notes as "Direct Purchase, Not Reoffered". If a bidder makes such designation and is awarded the Taxable Notes, such winning bidder shall certify at closing that (i) it has not reoffered the Taxable Notes to the public and does not expect to do so, and (ii) it has purchased the Taxable Notes for its own account (or the account of a related party) and not with a view to resell or distribute the Taxable Notes. In the event the winning bidder designates the Taxable Notes as "Direct Purchase, Not Reoffered", then the issue price for the Taxable Notes shall be the purchase price offered by the winning bidder.

At the time of delivery of the Taxable Notes, the Township will furnish to the purchaser customary closing documents, including (1) a certificate executed by the officials who execute the Taxable Notes stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or the delivery of the Taxable Notes or the levy or collection of taxes to pay the principal of or interest due on the Taxable Notes, or in any manner questioning the authority or the proceedings for the issuance of the Taxable Notes or the levy or the collection of taxes, or affecting the validity of the Taxable Notes or the levy or the collection of taxes, and (2) the approving legal opinion of Wilentz, Goldman & Spitzer, P.A., Bond Counsel to the Township, in the form attached as Appendix D to the Preliminary Official Statement and the Official Statement (both as hereinafter defined) relating to the Taxable Notes.

The request for the assignment of CUSIP identification numbers shall be the responsibility of NW Financial Group, LLC, Hoboken, New Jersey, the Municipal Advisor to the Township (the "Municipal Advisor"), and the CUSIP Service Bureau charge therefor shall be the responsibility of, and shall be paid for by, the purchaser of the Taxable Notes. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Taxable Notes to have the CUSIP numbers printed on the Taxable Notes. Neither the failure to print such number on the Taxable Notes nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and make payment for the Taxable Notes in accordance with the terms of this Notice of Sale.

Procedures Regarding Electronic Bidding. Proposals may be submitted electronically via PARITY in accordance with this Notice of Sale until 11:30 a.m., prevailing New Jersey time, on Wednesday, October 25, 2023, but no proposal will be received after the time for receiving proposals specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 849-5021. The bidder further agrees that:

1. The Township may regard the electronic transmission of the proposal through PARITY (including information about the purchase price of the Taxable Notes, the interest rate or rates to be borne by the Taxable Notes and any other information included in such transmission) as though the same information was submitted on the Official Form of Proposal for Taxable Notes provided by the Township and executed and submitted by a duly authorized representative of the bidder. If the proposal submitted electronically via PARITY is accepted by the Township, the terms of the proposal for the Taxable Notes and this Notice of Sale, as well as the information that is electronically transmitted through PARITY, shall form a contract and the Successful Bidder(s) shall be bound by the terms of such contract.

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

3. The Township may, in its sole discretion and prior to the electronic receipt of proposals, choose to clarify any term hereof including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification to such effect via Thomson News Service ("TM3") and/or PARITY prior to 11:30 a.m., prevailing New Jersey time, on October 25, 2023.

4. Once the proposals are communicated electronically via PARITY to the Township as described above, each proposal will constitute a proposal for the Taxable Notes and shall be deemed to be an irrevocable offer to purchase the Taxable Notes on the terms provided in this Notice of Sale. For purposes of submitting proposals for the Taxable Notes electronically via PARITY, the time maintained on PARITY shall constitute the official time.

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

The Township has authorized the distribution of an Official Statement (the "Official Statement"), "deemed final" for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and supplemented, and distributed in preliminary form (the "Preliminary Official Statement") on the date hereof. The Preliminary Official Statement may be viewed electronically at www.munihub.com. Bidders may either (a) print out a copy of the Preliminary Official Statement on their own printer, or (b) at any time prior to 11:00 a.m. on October 25, 2023, elect to receive an electronic copy of the Preliminary Official Statement via electronic mail by calling the Township's bond counsel, Everett M. Johnson, Esq., of Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 at (732) 855-6149. All Bidders must review the Preliminary Official Statement and by submitting a proposal will certify that they did so prior to submitting their proposal. Final Official Statements will be delivered to the purchaser of the Taxable Notes within the earlier of seven (7) business days following the award of the Taxable Notes or to accompany the purchaser's confirmations that request payment for the Taxable Notes, such Official Statement to be dated as of the date of the award of the Taxable Notes. The Successful Bidder will be furnished upon request, without cost, with a reasonable number of copies of the Official Statement. None of the Township, Bond Counsel, or the Municipal Advisor is responsible to any Bidder for any defect or inaccuracy in the Preliminary Official Statement as it appears on www.munihub.com.

/s/ John Gross

John Gross
Chief Financial Officer
Township of West Orange
in the County of Essex
State of New Jersey

Dated: October 18, 2023

OFFICIAL FORM OF PROPOSAL FOR TAXABLE NOTES

\$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE)

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

BID DATE: OCTOBER 25, 2023

DATED: NOVEMBER 8, 2023

MATURING: NOVEMBER 7, 2024

VIA E-MAIL AT TEISMEIER@NWFINANCIAL.COM

John Gross
Chief Financial Officer
Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: Timothy S. Eismeier, Managing Director

Dear Mr. Gross:

Subject to the provisions of the Notice of Sale (the "Notice") which is made a part hereof, we offer to purchase the \$1,369,806 aggregate principal amount of Special Emergency Notes, Series 2023B (Federally Taxable) (the "Taxable Notes") described in such Notice at a **purchase price** of \$_____, provided that the Taxable Notes bear **interest at the rate per annum** of _____%.

Name of Entity Making Proposal: _____

Address: _____

Authorized Signatory: _____

Name: _____

Title: _____

Phone Number: _____

E-Mail: _____

Please also supply the following additional information necessary to complete the Taxable Note closing documentation:

Gross Interest Payable on Taxable Notes: _____

Less: Premium on the Taxable Notes (if any): _____

Net Interest Cost: _____

Net Interest Rate: _____

Reoffering Yield: _____

Reoffering Price: _____

Form (please check): ☐ DTC, Book-Entry
☐ Register in Name of Purchaser
☐ Direct Purchase, Not Reoffered

11/11/11

11/11/11 11:11:11 11/11/11 11:11:11

EXHIBIT E

DRAFT OF PRELIMINARY OFFICIAL STATEMENT

This is a Preliminary Official Statement "deemed final" by the Township within the meaning of and with the exception of certain information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, and is otherwise subject to change in accordance with applicable law. The Township will deliver a final Official Statement in compliance with Rule 15c2-12. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these Bonds or Notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities law of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 18, 2023

NEW ISSUE (BOOK-ENTRY ONLY)

RATING ON BONDS: S&P: " _-"
RATING ON NOTES: S&P: " _-"
(See "RATINGS" herein)

In the opinion of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel ("Bond Counsel") to the Township (as hereinafter defined), under existing statutes, regulations, rulings and court decisions, and assuming continuing compliance by the Township with certain covenants described herein, interest on the Bonds and the Tax-Exempt Notes (as respectively defined herein) (i) is not includable in gross income of the holders of the Bonds and the Tax-Exempt Notes for Federal income tax purposes pursuant to section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) will not be treated as a preference item under section 57 of the Code for purposes of computing the Federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the Federal alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. Bond Counsel is further of the opinion that, under existing laws of the State of New Jersey, interest on the Bonds and the Notes (as defined herein) and any gain on the sale thereof are not includable in gross income under the New Jersey Gross Income Tax Act, as amended. Bond Counsel's opinions described herein are given in reliance on representations, certifications of fact, and statements of reasonable expectation made by the Township in its Tax Certificate (as defined herein), assume continuing compliance by the Township with certain covenants set forth in its Tax Certificate, and are based on existing statutes, regulations, administrative pronouncements and judicial decisions. See "TAX MATTERS" herein.

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

\$21,390,000*
GENERAL IMPROVEMENT BONDS, SERIES 2023B
(Callable)

Dated: Date of Delivery

Due: February 1, as shown on the inside front cover

**\$38,730,191 GENERAL OBLIGATION NOTES,
SERIES 2023A (TAX-EXEMPT)**

Consisting of

**\$32,906,191 BOND ANTICIPATION NOTES,
\$4,476,000 OPEN SPACE TRUST FUND NOTES
and**

\$1,348,000 SPECIAL EMERGENCY NOTES

(Non-callable)

Dated: Date of Delivery

Due: November 7, 2024

Coupon: _____%

Reoffering Yield: _____%

CUSIP No.: 954898__**

**\$1,369,806 SPECIAL EMERGENCY NOTES,
SERIES 2023B (FEDERALLY TAXABLE)**

(Non-callable)

Dated: Date of Delivery

Due: November 7, 2024

Coupon: _____%

Reoffering Yield: _____%

CUSIP No.: 954898__*

The Township of West Orange, in the County of Essex, State of New Jersey (the "Township") is offering (i) \$21,390,000* aggregate principal amount of General Improvement Bonds, Series 2023B (the "Bonds"), (ii) \$38,730,191 aggregate principal amount of General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (Tax-Exempt) (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (Tax-Exempt) (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes"), and (iii) \$1,369,806 aggregate principal amount of Special Emergency Notes, Series 2023B (Federally Taxable) (the "Taxable Notes" and together with the Tax-Exempt Notes, the "Notes") for sale to prospective purchasers.

The Bonds are being issued pursuant to, (i) the provisions of the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); (ii) various bond ordinances duly adopted by the Township Council of the Township on the dates set forth herein, approved by the Mayor, and published as required by law; and (iii) a resolution duly adopted by the Township Council of the Township on October 10, 2023 (the "Resolution").

The Bond Anticipation Notes are being issued pursuant to, (i) the provisions of the Local Bond Law, (ii) various bond ordinances duly adopted by the Township Council of the Township on the dates set forth herein, approved by the Mayor and published as required by law, and (iii) the Resolution.

The Open Space Notes are being issued pursuant to, (i) the provisions of the Local Bond Law, (ii) a bond ordinance duly adopted by the Township Council of the Township on the date set forth herein, approved by the Mayor and published as required by law, and (iii) the Resolution.

The Special Emergency Notes are being issued pursuant to, (i) the provisions of the Local Budget Law of the State of New Jersey, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), (ii) various special emergency ordinances duly adopted by the Township Council of the Township on the dates set forth herein, approved by the Mayor and published as required by law, (iii) special emergency resolutions duly adopted by the Township Council of the Township, and (iv) the Resolution.

The Taxable Notes are being issued pursuant to, (i) the provisions of the Local Budget Law, (ii) the approval of the Director of the Division of Local Government Services of the State of New Jersey provided on November 20, 2020, (iii) a special emergency ordinance duly adopted by the Township Council of the Township on the date set forth herein, approved by the Mayor and published as required by law, (iv) a special emergency resolution duly adopted by the Township Council of the Township, and (v) the Resolution.

The Bonds are being issued to refund, on a current basis, a \$21,390,000 principal portion of outstanding bond anticipation notes of the Township issued in the aggregate principal amount of \$45,301,136 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Bond Anticipation Notes") (a \$3,136 portion of the Prior Bond Anticipation Notes will be paid by the Township with a 2023 budget appropriation or with proceeds generated by a premium on the Bonds sold, and a \$23,908,000 portion of the Prior Bond Anticipation Notes will be currently refunded through the issuance of the Bond Anticipation Notes).

The Bond Anticipation Notes are being issued to (i) refund, on a current basis, a \$23,908,000 principal portion of the Prior Bond Anticipation Notes (a \$3,136 portion of the Prior Bond Anticipation Notes will be paid by the Township with a 2023 budget appropriation or with proceeds generated by a premium on the Tax-Exempt Notes sold, and a \$21,390,000 portion of the Prior Bond Anticipation Notes will be currently refunded through the issuance of the Bonds), and (ii) temporarily finance the cost of various capital improvements and purposes in and by the Township in the amount of \$8,998,191, including paying the costs associated with the issuance of the Bond Anticipation Notes.

The Open Space Notes are being issued to refund, on a current basis, a \$4,476,000 principal portion of outstanding open space trust fund notes of the Township issued in the aggregate principal amount of \$4,476,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Open Space Notes").

The Special Emergency Notes are being issued to refund, on a current basis, a \$1,348,000 principal portion of outstanding special emergency notes of the Township issued in the aggregate principal amount of \$1,782,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Special Emergency Notes") (a \$434,000 portion of the Prior Special Emergency Notes will be paid by the Township with a 2023 budget appropriation).

The Taxable Notes are being issued to refund, on a current basis, a \$1,369,806 principal portion of special emergency notes issued in the principal amount of \$1,826,408 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Taxable Special Emergency Notes"), which Prior Taxable Special Emergency Notes were originally issued to temporarily finance the cost of a special emergency appropriation certified by the Director of the Division of Local Government Services related to purposes set forth in N.J.S.A. 40A:4-53(L) and (M) related to a deficit balance experienced by the Township attributable to COVID-19 (the remaining balance of the Prior Taxable Special Emergency Notes will be paid by a 2023 budget appropriation in the amount of \$456,602).

The Bonds are general obligations of the Township for which the full faith and credit of the Township are pledged. The Township is authorized and required by law to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the Bonds and the interest thereon without limitation as to rate or amount.

The Notes are also general obligations of the Township, payable in the first instance from the proceeds of the sale of bonds or notes, but if not so paid or if not paid from other sources, are payable ultimately from *ad valorem* taxes levied upon all the taxable property within the Township for the payment of the principal of each series of the Notes and the interest thereon without limitation as to rate or amount.

One certificate shall be issued for the principal amount of the Bonds maturing in each year, and one certificate shall be issued for the principal amount of each series of the Notes. The Bonds and the Notes will be issued in fully registered book-entry only form and, when issued, will be registered in the name of, and held by, Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC, an automated depository for securities and clearing house for securities transactions, will act as securities depository for the Bonds and the Notes. Individual purchases of the Bonds and Notes will be made in book-entry only form in the principal amount of \$1,000 or any integral multiple thereof, or, as applicable, any odd denomination in excess thereof (for the Bond Anticipation Notes and the Taxable Notes), with a minimum purchase of \$5,000 required.

The Bonds shall bear interest from the date of delivery thereof, payable semi-annually on the first (1st) day of February and August of each year, commencing February 1, 2024, at such rates of interest as shown on the inside front cover hereof until maturity or prior redemption.

The Notes of each series will bear interest at the respective rates set forth above, commencing their date of delivery. Principal of and interest on the Notes will be payable by the Township or a duly designated paying agent at the date of maturity thereof as set forth above.

While DTC is acting as securities depository for the Bonds and the Notes, the principal of and interest on the Bonds and the Notes will be payable by wire transfer to DTC or its nominee, which is obligated to remit such principal and interest payments to DTC Participants. DTC Participants and Indirect Participants will be responsible for remitting such principal and interest payments to the Beneficial Owners of the Bonds and the Notes, respectively. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are subject to optional redemption prior to their stated maturities as set forth herein. See "DESCRIPTION OF THE BONDS" under the subheading entitled "Optional Redemption". The Notes are not subject to redemption prior to their stated maturity. See "DESCRIPTION OF THE NOTES" under the subheading entitled "Optional Redemption".

The Bonds and the Notes are not debt or obligations, legal, moral or otherwise, of the State of New Jersey, or any county, municipality or political subdivision thereof other than the Township.

This cover page and inside front cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement, including all appendices, to obtain information essential to making an informed investment decision.

The Bonds and Notes are offered when, as and if issued and delivered subject to the approval of the legality thereof by Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel, and certain other conditions. NW Financial Group, LLC, Hoboken, New Jersey has served as Municipal Advisor to the Township in connection with the issuance of the Bonds and the Notes. Certain legal matters will be passed upon for the Township by Richard D. Trenk, Esq. of Trenk Isabel Siddiqi & Shahdanian P.C., Livingston, New Jersey, Township Attorney to the Township. It is anticipated that the Bonds and the Notes will be available for delivery through DTC on or about November 8, 2023.

ELECTRONIC BID SUBMISSIONS FOR THE BONDS, IN ACCORDANCE WITH THE FULL NOTICE OF SALE FOR THE BONDS, MUST BE MADE VIA PARITY AT WWW.NEWISSUEHOME.I-DEAL.COM PRIOR TO 11:00 A.M., PREVAILING NEW JERSEY TIME, ON OCTOBER 25, 2023. FOR MORE DETAILS ON HOW TO BID ELECTRONICALLY, VIEW THE FULL NOTICE OF SALE FOR THE BONDS POSTED AT WWW.MUNIHUB.COM.

BIDS FOR THE TAX-EXEMPT NOTES, IN ACCORDANCE WITH THE FULL NOTICE OF SALE FOR THE TAX-EXEMPT NOTES, WILL BE RECEIVED BY THE TOWNSHIP'S MUNICIPAL ADVISOR, ON BEHALF OF THE TOWNSHIP, PRIOR TO 11:15 A.M., PREVAILING NEW JERSEY TIME, ON OCTOBER 25, 2023 VIA ELECTRONIC MAIL AT TEISMEIER@NWFINANCIAL.COM, OR VIA PARITY AT WWW.NEWISSUEHOME.I-DEAL.COM. FOR MORE DETAILS ON HOW TO BID ELECTRONICALLY, VIEW THE FULL NOTICE OF SALE FOR THE TAX-EXEMPT NOTES POSTED AT WWW.MUNIHUB.COM.

BIDS FOR THE TAXABLE NOTES, IN ACCORDANCE WITH THE FULL NOTICE OF SALE FOR THE TAXABLE NOTES, WILL BE RECEIVED BY THE TOWNSHIP'S MUNICIPAL ADVISOR, ON BEHALF OF THE TOWNSHIP, PRIOR TO 11:30 A.M., PREVAILING NEW JERSEY TIME, ON OCTOBER 25, 2023 VIA ELECTRONIC MAIL AT TEISMEIER@NWFINANCIAL.COM, OR VIA PARITY AT WWW.NEWISSUEHOME.I-DEAL.COM. FOR MORE DETAILS ON HOW TO BID ELECTRONICALLY, VIEW THE FULL NOTICE OF SALE FOR THE TAXABLE NOTES POSTED AT WWW.MUNIHUB.COM.

* Preliminary, subject to change.

** Registered trademark of the American Bankers Association. CUSIP numbers are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers listed above are being provided solely for the convenience of Noteholders only at the time of issuance of the Notes and the Township does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP numbers are subject to being changed after the issuance of the Notes as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to the Notes.

\$21,390,000*

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

**GENERAL IMPROVEMENT BONDS, SERIES 2023B
CALLABLE**

Dated: Date of Delivery

Due: February 1, as shown below

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND CUSIP NUMBERS

<u>Year (February 1)</u>	<u>Principal Amounts*</u>	<u>Interest Rates</u>	<u>Yields</u>	<u>CUSIP Numbers**</u>
2024	\$ 930,000	%	%	954898__
2025	930,000			954898__
2026	930,000			954898__
2027	1,450,000			954898__
2028	1,495,000			954898__
2029	1,545,000			954898__
2030	1,595,000			954898__
2031	1,650,000			954898__
2032	1,705,000			954898__
2033	1,760,000			954898__
2034	1,820,000			954898__
2035	1,860,000			954898__
2036	1,860,000			954898__
2037	<u>1,860,000</u>			954898__
	<u>\$ 21,390,000</u>			

* Preliminary, subject to change.

** Registered trademark of the American Bankers Association. CUSIP numbers are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Bonds and the Township does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

EXHIBIT F

DRAFT OF CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS

SECRET

OFFICE OF THE DIRECTOR, NATIONAL SECURITY AGENCY

CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS

This Continuing Disclosure Certificate dated as of November __, 2023 (the "Disclosure Certificate") is executed and delivered by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township" or the "Issuer") in connection with the issuance of its \$21,390,000 aggregate principal amount of General Improvement Bonds, Series 2023B (the "Bonds"), all such Bonds being dated November 8, 2023. The Bonds are being issued pursuant to various bond ordinances duly adopted by the Township Council of the Township, approved by the Mayor, and published as required by law, and a resolution entitled, "RESOLUTION (A) PROVIDING FOR THE COMBINATION OF CERTAIN BOND ORDINANCES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF NOT TO EXCEED \$21,390,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2023B, OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "TOWNSHIP") AND PROVIDING FOR THEIR SALE AND DETERMINING CERTAIN OTHER MATTERS WITH RESPECT THERETO, (B) AUTHORIZING THE SALE AND ISSUANCE OF \$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT), CONSISTING OF \$32,906,191 BOND ANTICIPATION NOTES, \$4,476,000 OPEN SPACE TRUST FUND NOTES, AND \$1,348,000 SPECIAL EMERGENCY NOTES OF THE TOWNSHIP, AND (C) AUTHORIZING THE SALE AND ISSUANCE OF \$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE) OF THE TOWNSHIP" (the "Bond Resolution"), such Bond Resolution being duly adopted by the Township Council of the Township on October 10, 2023. The Township covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Township for the benefit of the Beneficial Owners of the Bonds to assist the Underwriter(s) in complying with the Rule (as defined below). The Township acknowledges it is an "Obligated Person" under the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" shall mean any Annual Report provided by the Township pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for Federal income tax purposes.

"*Business Day*" shall mean any day other than a Saturday, Sunday or a day on which the Township or the Dissemination Agent is authorized by law or contract to remain closed.

"*Continuing Disclosure Information*" shall mean, collectively, (i) each Annual Report, (ii) any notice required to be electronically filed by the Township with the MSRB through EMMA pursuant to Section 3 of this Disclosure Certificate, and (iii) any notice of a Listed Event required to be filed by the Township with the MSRB through EMMA pursuant to Section 5 of this Disclosure Certificate.

"*Disclosure Representative*" shall mean the Chief Financial Officer or the Deputy Finance Officer of the Township or his or her designee, or such other person as the Township shall designate in writing from time to time for the purposes of this Disclosure Certificate.

"*Dissemination Agent*" shall mean, initially, Digital Assurance Certification, LLC, or any Dissemination Agent subsequently designated in writing by the Township which has filed with the Township a written acceptance of such designation.

"*EMMA*" shall mean the Electronic Municipal Market Access system, a website created by the MSRB and approved by the SEC to provide a central location where investors can obtain municipal bond information including disclosure documents. The Township or the Dissemination Agent shall submit disclosure documents to EMMA as a PDF file to www.emma.msrb.org.

"*Financial Obligation*" shall mean a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) listed hereinabove. The term "*Financial Obligation*" shall not include municipal securities as to which a final official statement has been provided to the MSRB (as defined below) consistent with the Rule (as defined below).

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board.

"*National Repository*" shall mean the MSRB, through the internet facilities of EMMA, or any other public or private repository or entity that shall hereafter be designated by the SEC (as defined below) as a repository for purposes of the Rule (as defined below).

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*SEC*" shall mean the United States Securities and Exchange Commission.

"*State*" shall mean the State of New Jersey.

"*Underwriter(s)*" shall mean the original underwriter(s) of the Bonds required to comply with the Rule in connection with the purchase of the Bonds.

SECTION 3. Provision of Annual Reports.

(a) The Township shall provide or cause to be provided to the Dissemination Agent not later than September 15 of each fiscal year, commencing September 15, 2024 (for the calendar year ending December 31, 2023), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Each Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Township may be submitted separately from the balance of the Annual Report; and provided, further, that if the audited financial statements of the Township are not available by September 15 of each year, the Township shall include unaudited financial statements with its Annual Report and when such audited financial statements become available to the Township, the same shall be submitted to the Dissemination Agent no later than thirty (30) days after the receipt of the same by the Township.

(b) Not later than October 1 of each year (commencing October 1, 2024), the Dissemination Agent shall provide to EMMA a copy of the Annual Report received by the Dissemination Agent pursuant to subsection (a) hereof.

(c) If the Township does not provide or is unable to provide an Annual Report by the applicable date required in subsection (a) above, such that the Dissemination Agent cannot forward the Annual Report to EMMA in accordance with subsection (b) above, the Dissemination Agent shall send a timely notice of such event to EMMA in substantially the form attached hereto as Exhibit A, with copies to the Township (if the Dissemination Agent is not the Township).

(d) Each year the Dissemination Agent shall file a report with the Township (if the Dissemination Agent is not the Township), certifying that the Annual Report has been filed with EMMA pursuant to this Disclosure Certificate, and stating the date it was provided.

(e) If the fiscal year of the Township changes, the Township shall give written notice of such change to the Dissemination Agent and the Dissemination Agent shall, within five (5) business days after the receipt thereof from the Township, forward a notice of such change to EMMA in the manner provided in Section 5(e) hereof.

SECTION 4. Content of Annual Reports. (a) The Township's Annual Report shall contain or incorporate by reference the following:

1. The audited financial statements of the Township (as of the preceding December 31).

The audited financial statements are to be prepared in accordance with generally accepted auditing standards and the audit requirements prescribed by the Division of Local Government Services, State Department of Community Affairs (the "Division") that demonstrate compliance with the modified accrual basis, with certain

exceptions, which is a comprehensive basis of accounting other than generally accepted accounting principles (GAAP) and the budget laws of the State.

2. The most current annual debt statement of the Township (as of the preceding December 31); and

3. The general financial information and operating data of the Township consistent with the information set forth in Appendix A to the Official Statement dated October ___, 2023, prepared in connection with the sale of the Bonds (the "Official Statement") consisting of (1) Township indebtedness and overlapping indebtedness including a schedule of outstanding debt issued by the Township; (2) property valuation information; and (3) tax rate, levy and collection data.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Township is an "Obligated Person" (as defined by the Rule), which have been filed with the MSRB, through the EMMA system, or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Township shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Bonds, as applicable:

1. Principal and interest payment delinquencies;
2. Nonpayment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bondholders, if material;

8. Bond calls, if material, and tender offers;
9. Defeasances of the Bonds;
10. Release, substitution or sale of property securing repayment of the Bonds, if material;
11. Rating changes relating to the Bonds;
12. Bankruptcy, insolvency, receivership or similar event of the Township;
13. The consummation of a merger, consolidation, or acquisition involving the Township or the sale of all or substantially all of the assets of the Township, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee for the Bonds or the change of name of a trustee for the Bonds, if material;
15. Incurrence of a Financial Obligation of the Township, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Township, any of which affect Bondholders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Township, any of which reflect financial difficulties.

The Township shall, in a timely manner not in excess of ten (10) business days after the occurrence of any Listed Event, file a notice of the occurrence of such Listed Event with the MSRB, through the EMMA system, in accordance with the provisions of Section 5 of this Disclosure Certificate. In determining the materiality of any of the Listed Events specified in subsection (a) of this Section 5 that require a materiality determination, the Township may, but shall not be required to, rely conclusively on an opinion of counsel.

(b) Whenever the Township has or obtains knowledge of the occurrence of any of the Listed Events that require a materiality determination, the Township shall, as soon as possible, determine if such event would constitute information material, if applicable, to the Beneficial Owners of the Bonds.

(c) If the Township (i) has or obtains knowledge of the occurrence of any of the Listed Events not requiring a materiality determination, or (ii) determines that the occurrence of a Listed Event requiring a materiality determination would be material to the Beneficial Owners of the Bonds, the Township shall promptly notify the Dissemination Agent in writing (if the Township is not the Dissemination Agent) and the Township shall instruct the Dissemination Agent to report such Listed Event and the Dissemination Agent shall report the occurrence of such Listed Event pursuant to subsection (e) hereof.

(d) If the Township determines that the occurrence of a Listed Event requiring a materiality determination would not be material to the Beneficial Owners of the Bonds, the Township shall promptly notify the Dissemination Agent in writing (if the Dissemination Agent is not the Township) and the Dissemination Agent (if the Dissemination Agent is not the Township) shall be instructed by the Township not to report the occurrence.

(e) If the Dissemination Agent has been instructed in writing by the Township to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB, through the EMMA system, in a timely manner not in excess of ten (10) business days after the occurrence thereof, with a copy to the Township (if the Dissemination Agent is not the Township). Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) hereof need not be given under this subsection any earlier than the date the notice (if any) of the underlying event is given to the Bondholders of the affected Bonds pursuant to the Bond Resolution.

SECTION 6. Termination of Reporting Obligation. The Township's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds or when the Township is no longer an "Obligated Person" (as defined in the Rule). The Township shall file a notice of the termination of its reporting obligations pursuant to the provisions hereof with the Dissemination Agent, which notice shall be filed with the MSRB, through the EMMA system, in accordance with the provisions of Section 5(e) hereof.

SECTION 7. Compliance with the Rule. The Township hereby covenants for the benefit of the holders of the Bonds and the beneficial holders of the Bonds to provide certain financial information and operating data of the Township, as detailed in Sections 3, 4 and 5 hereof, and to comply with the provisions of the Rule.

The Township has engaged the services of Digital Assurance Certification, LLC, to act as dissemination agent to the Township with respect to all of the Township's outstanding continuing disclosure undertakings. As of the date hereof, the Township is in compliance with all existing continuing disclosure agreements and continuing disclosure certificates in all material respects. This covenant is being made by the Township to assist the purchasers of the Bonds in complying with the Rule.

SECTION 8. Dissemination Agent; Compensation. The Township may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Digital Assurance Certification, LLC. The Township shall compensate the Dissemination Agent (which shall be appointed) for the performance of its obligations hereunder in accordance with an agreed upon fee structure.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Township may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver (supported by an opinion of counsel expert in Federal securities laws acceptable to the Township to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof) is (a) made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person, or type of business conducted; (b) the undertaking, as amended or waived, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (c) the amendment or waiver does not materially impair the interests of holders, as determined either by parties unaffiliated with the Township, such determination being supported by an opinion of counsel expert in Federal securities laws, or by the approving vote of a majority of Beneficial Owners of the Bonds at the time of the amendment. The Township shall give notice of such amendment or waiver to this Disclosure Certificate to the Dissemination Agent, which notice shall be filed in accordance with the provisions of Section 5 hereof. Notwithstanding the above, the addition of or change in the Dissemination Agent shall not be construed to be an amendment under the provisions hereof.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Township shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Township. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in the same manner as a Listed Event under Section 5 hereof, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Township from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of

occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Township chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Township shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Township to comply with any provision of this Disclosure Certificate, the Holders of at least 25% aggregate principal amount of Outstanding Bonds or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Township to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Township to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and, to the extent permitted by law, the Township agrees to indemnify and hold the Dissemination Agent (if the Dissemination Agent is not the Township) and its respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. To the extent permitted by law, the Township further releases the Dissemination Agent from any liability for the disclosure of any information required by the Rule and this Disclosure Certificate. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Township, the Holders of the Bonds or any other party. The obligations of the Township under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Township, the Dissemination Agent, the Underwriter(s), and the Beneficial Owners of the Bonds, including Bondholders, and shall create no rights in any other person or entity.

SECTION 14. Notices. All notices and submissions required hereunder shall be given to the following, or their successors, by electronic mail or facsimile transmission (with written confirmation of receipt), followed by hard copy sent by certified or registered mail, personal delivery or recognized overnight delivery:

(a) If to the Township:	John Gross Chief Financial Officer Township of West Orange 66 Main Street West Orange, New Jersey 07052
-------------------------	---

Telephone: (973) 325-4070
Email: jgross@westorange.org

- (b) Copies of all notices to the Dissemination Agent from time to time with respect to the Bonds:

initially: Shana Blanchard
Deputy Director – Client Service Manager
Digital Assurance Certification, LLC
315 East Robinson Street, Suite 300
Orlando, Florida 32801
Telephone: (888) 824-2663
Email: shanab@DACBond.com

Each party shall give notice from time to time to the other parties, in the manner specified herein, of any change of the identity or address of anyone listed herein.

SECTION 15. Counterparts. This Disclosure Certificate may be executed in any number of counterparts which shall be executed by authorized signatories of the Township and the Dissemination Agent, as applicable, and all of which together shall be regarded for all purposes as one original and shall constitute and be but one and the same.

SECTION 16. Severability. If any one or more of the covenants or agreements in this Disclosure Certificate to be performed on the part of the Township and the Dissemination Agent should be contrary to law, then such covenant or covenants, agreement or agreements, shall be deemed severable from the remaining covenants and agreements and shall in no way affect the validity of the other provisions of this Disclosure Certificate.

SECTION 17. Governing Law. This Disclosure Certificate shall be construed in accordance with and governed by the Laws of the United States of America and the State, as applicable.

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

**JOHN GROSS,
Chief Financial Officer**

**Acknowledged and Accepted by:
DIGITAL ASSURANCE CERTIFICATION, LLC,
as Dissemination Agent**

**SHANA BLANCHARD,
Deputy Director – Client Service
Manager**

EXHIBIT A

NOTICE TO MSRB VIA EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Township of West Orange, in the County of Essex,
State of New Jersey

Name of Bond Issue: \$21,390,000 General Improvement Bonds, Series 2023B
Dated November 8, 2023
(CUSIP Number 954898____)

Date of Issuance: November 8, 2023

NOTICE IS HEREBY GIVEN that the above designated Township has not provided an Annual Report with respect to the above-named Bonds as required by the Bond Resolution and a Continuing Disclosure Certificate dated as of November 8, 2023 executed by the Township.

DATED: _____

DISSEMINATION AGENT
(on behalf of the Township)

cc: Township of West Orange

EXHIBIT G

DRAFT OF CONTINUING DISCLOSURE CERTIFICATE FOR THE NOTES

CONTINUING DISCLOSURE CERTIFICATE FOR THE NOTES

I, JOHN GROSS, Chief Financial Officer of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, DO HEREBY CERTIFY in connection with the issuance of (i) \$38,730,191 aggregate principal amount of General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes"), and (ii) \$1,369,806 aggregate principal amount of Special Emergency Notes, Series 2023B (Federally Taxable) (the "Taxable Notes" and together with the Tax-Exempt Notes, the "Notes"), dated November 8, 2023 and maturing November 7, 2024, that pursuant to the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (the "Rule"), specifically subsections (d)(3) and (b)(5)(i)(C) thereof, the Township will provide notice of certain material events (the "Notice") to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access system ("EMMA") as a Portable Document File (PDF file) to www.emma.msrb.org, of any of the following events with respect to the Notes herein described, as applicable: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or other material events effecting the tax-exempt status of the security; (7) modifications to rights of security holders, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution or sale of property securing repayment of the securities, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the Township; (13) consummation of a merger, consolidation, or acquisition, or sale of all or substantially all of the assets of the Township other than in the ordinary course of business, entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or change of name of a trustee, if material; (15) incurrence of a Financial Obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect Noteholders, if material; or (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties (collectively, the "Listed Events").

"Financial Obligation" shall mean a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) listed hereinabove. The term *"Financial Obligation"* shall not include municipal securities as to which a final official statement has been provided to the MSRB, through the EMMA system, consistent with the Rule.

If the Township (a) has or obtains knowledge of the occurrence of any of the Listed Events not requiring a materiality determination, or (b) determines that the occurrence of a Listed Event requiring a materiality determination would be material to the Beneficial Owners of the Notes, the Township shall file a Notice of each such occurrence with the MSRB via EMMA in a timely manner not in excess of ten (10) business days after such determination.

The Township's obligations under this Certificate shall terminate upon the redemption, defeasance or payment in full of the Notes.

In the event the Township fails to comply with any provision of this Certificate, any Noteholder may take such action as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Township to comply with its obligations under this Certificate. Notwithstanding the above, the remedy for a breach of the provisions of this Certificate or the Township's failure to perform hereunder shall be limited to bringing an action to compel specific performance.

This Certificate shall inure solely to the benefit of the Township, the purchaser and the holders from time to time of the Notes, and shall create no further rights in any other person or entity hereunder.

The Township may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Digital Assurance Certification, LLC. The Township shall compensate the Dissemination Agent (which shall be appointed) for the performance of its obligations hereunder in accordance with an agreed upon fee structure.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township this ____ day of November, 2023.

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

**JOHN GROSS,
Chief Financial Officer**

Acknowledged and Accepted by:

**DIGITAL ASSURANCE CERTIFICATION, LLC
as Dissemination Agent**

**SHANA BLANCHARD
Deputy Director – Client Service
Manager**

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

MAYOR

Susan McCartney

TOWNSHIP COUNCIL

Michelle Casalino
Asmeret Ghebremicael
H. William Rutherford
Susan Scarpa
Tammy Williams

BUSINESS ADMINISTRATOR/CHIEF FINANCIAL OFFICER

John Gross

TOWNSHIP CLERK

Karen J. Carnevale

TOWNSHIP ATTORNEY

Richard D. Trenk, Esq.
Trenk Isabel Siddiqi & Shahdanian P.C.
Livingston, New Jersey

TOWNSHIP AUDITOR

PKF O'Connor Davies, LLP
Cranford, New Jersey

MUNICIPAL ADVISOR

NW Financial Group, LLC
Hoboken, New Jersey

BOND COUNSEL

Wilentz, Goldman & Spitzer, P.A.
Woodbridge, New Jersey

No dealer, broker, salesperson or other person has been authorized by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") to give any information or to make any representations with respect to the Bonds and Notes other than those contained in this Official Statement and if given or made, such information or representation must not be relied upon as having been authorized by the Township. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds and Notes in any jurisdiction in which it is unlawful for any person to make such an offer, solicitation or sale.

The information contained herein has been provided by the Township, The Depository Trust Company, New York, New York ("DTC") and other sources deemed reliable by the Township; however, no representation or warranty is made as to its accuracy or completeness, and as to the information from sources other than the Township, such information is not to be construed as a representation or warranty by the Township.

This Official Statement is not to be construed as a contract or agreement between the Township and the purchasers or owners of any of the Bonds or Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in any of the information herein since the date hereof, or the date as of which such information is given, if earlier. The Township has not confirmed the accuracy or completeness of information relating to DTC, which information has been provided by DTC.

References in this Official Statement to laws, rules, regulations, resolutions, ordinances, agreements, reports and documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of, and exceptions to, statements made herein and may not be reproduced or used in whole or part, for any other purpose. This Official Statement should be read in its entirety.

The presentation of information is intended to show recent historical information except as expressly stated otherwise, and is not intended to indicate future or continuing trends in the financial condition of other affairs of the Township. No representation is made that past experience, as is shown by the financial and other information provided by the Township, will necessarily continue or be repeated in the future.

The order and placement of materials in this Official Statement, including the Appendices, are not deemed to be a determination of the relevance, materiality or importance of such materials, and this Official Statement, including the Appendices, must be considered in its entirety.

In order to facilitate the distribution of the Bonds and Notes, the respective underwriters may engage in transactions intended to stabilize the price of the Bonds and Notes at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The prices at which the Bonds and Notes are offered to the public by the respective underwriters and the yields resulting therefrom may vary from the initial public offering prices or yields shown on the cover page and/or inside cover page hereof. In addition, the respective underwriters may allow concessions or discounts from such initial public offering prices to dealers and others.

The Underwriters have reviewed the information in this Official Statement in accordance with and as part of their responsibilities to investors under the Federal Securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

TABLE OF CONTENTS

	Page
INTRODUCTION	1
DESCRIPTION OF THE BONDS	2
General Description	2
Optional Redemption	2
Notice of Redemption.....	2
Authorization for the Issuance of the Bonds	3
Purpose of the Bonds	3
Payment of Bonds	4
DESCRIPTION OF THE NOTES	4
General Description	4
Optional Redemption	4
Authorization for the Issuance of the Notes	4
Purpose of the Notes	5
Payment of Notes.....	8
SECURITY FOR THE BONDS AND NOTES.....	9
COVID-19 NOTES.....	9
NO DEFAULT	9
MARKET PROTECTION	9
BOOK-ENTRY ONLY SYSTEM	10
Discontinuance of Book-Entry Only System	11
PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT	12
Procedure for Authorization	12
Local Bond Law (N.J.S.A. 40A:2-1 <u>et seq.</u>)	12
Short Term Financing.....	12
Refunding Bonds (N.J.S.A. 40A:2-51 <u>et seq.</u>)	13
Statutory Debt Limitation (N.J.S.A. 40A:2-6 <u>et seq.</u>)	13
Exceptions to Debt Limitation – Extensions of Credit (N.J.S.A. 40A:2-7 <u>et seq.</u>).....	13
Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 <u>et seq.</u>).....	13
Annual Financial Statement (N.J.S.A. 40A:5-12 <u>et seq.</u>).....	14
Investment of Municipal Funds	14
DEBT INFORMATION OF THE TOWNSHIP	14
FINANCIAL MANAGEMENT	15
Accounting and Reporting Practices	15
Local Budget Law (N.J.S.A. 40A:4-1 <u>et seq.</u>)	15
Local Examination of Budgets (N.J.S.A. 40A:4-78(b)).....	16
State Supervision (N.J.S.A. 52:27BB-1 <u>et seq.</u>)	16
Limitations on Expenditures ("Cap Law") (N.J.S.A. 40A:4-45.1, <u>et seq.</u>)	16
Deferral of Current Expenses	17
Budget Transfers.....	17
Anticipation of Real Estate Taxes	17
Anticipation of Miscellaneous Revenues	18
CAPITAL IMPROVEMENT PROGRAM	18

TABLE OF CONTENTS (cont'd)

	Page
RECENT HEALTHCARE DEVELOPMENTS	18
AMERICAN RESCUE PLAN ACT OF 2021	19
TAX ASSESSMENT AND COLLECTION	20
Assessment and Collection of Taxes	20
Tax Appeals	21
TAX MATTERS	21
Federal Income Tax Treatment	21
[Original Issue Premium]	21
[Original Issue Discount]	22
Additional Federal Income Tax Consequences Relating to Bonds and Tax-Exempt Notes	22
State Taxation	22
Prospective Tax Law Changes	22
Other Tax Consequences	22
LEGALITY FOR INVESTMENT	23
RISK TO HOLDERS OF BONDS AND NOTES	23
Municipal Bankruptcy	23
Remedies of Holders of Bonds or Notes (N.J.S.A. 52:27-1 <u>et seq.</u>)	24
CERTIFICATES OF THE TOWNSHIP	24
APPROVAL OF LEGAL PROCEEDINGS	24
ADDITIONAL INFORMATION	25
MUNICIPAL ADVISOR	25
LITIGATION [TOWNSHIP ATTORNEY SIGN OFF NEEDED]	25
COMPLIANCE WITH SECONDARY MARKET DISCLOSURE REQUIREMENTS FOR THE BONDS	25
COMPLIANCE WITH SECONDARY MARKET DISCLOSURE REQUIREMENTS FOR THE NOTES	26
PREPARATION OF OFFICIAL STATEMENT	26
RATINGS	27
UNDERWRITING	27
FINANCIAL STATEMENTS [AUDITOR SIGN OFF NEEDED]	27
MISCELLANEOUS	28

TABLE OF CONTENTS
(cont'd)

Page

APPENDIX A	
Certain General Information Concerning the Township of West Orange, in the County of Essex, State of New Jersey	A-1
APPENDIX B	
Independent Auditor's Report and Audited Financial Statements	B-1
APPENDIX C	
Form of Approving Legal Opinion for the Bonds	C-1
APPENDIX D	
Forms of Approving Legal Opinions for the Notes	D-1
APPENDIX E	
Form of Continuing Disclosure Certificate for the Bonds	E-1
APPENDIX F	
Form of Certificate of Compliance with Secondary Market Disclosure Requirements for the Notes	F-1

**OFFICIAL STATEMENT
OF THE
TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY
RELATING TO**

\$21,390,000* GENERAL IMPROVEMENT BONDS, SERIES 2023B

AND

\$38,730,191 GENERAL OBLIGATION NOTES, SERIES 2023A (TAX-EXEMPT)

Consisting of:

**\$32,906,191 BOND ANTICIPATION NOTES,
\$4,476,000 OPEN SPACE TRUST FUND NOTES
and
\$1,348,000 SPECIAL EMERGENCY NOTES**

AND

\$1,369,806 SPECIAL EMERGENCY NOTES, SERIES 2023B (FEDERALLY TAXABLE)

INTRODUCTION

The purpose of this Official Statement is to provide certain information regarding the financial and economic condition of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey (the "State"), in connection with the sale and issuance of (i) \$21,390,000* aggregate principal amount of General Improvement Bonds, Series 2023B (the "Bonds"), (ii) \$38,730,191 aggregate principal amount of General Obligation Notes, Series 2023A (Tax-Exempt), consisting of \$32,906,191 Bond Anticipation Notes (the "Bond Anticipation Notes"), \$4,476,000 Open Space Trust Fund Notes (the "Open Space Notes"), and \$1,348,000 Special Emergency Notes (the "Special Emergency Notes" and together with the Bond Anticipation Notes and the Open Space Notes, the "Tax-Exempt Notes"), and (iii) \$1,369,806 aggregate principal amount of Special Emergency Notes, Series 2023B (Federally Taxable) (the "Taxable Notes" and together with the Tax-Exempt Notes, the "Notes") of the Township. This Official Statement, which includes the cover page, inside front cover page and appendices attached hereto, has been authorized by the Township Council of the Township, and executed by and on behalf of the Township by its Chief Financial Officer, and is being distributed in connection with the sale of the Bonds and Notes.

This Official Statement contains specific information relating to the Bonds and Notes including their general description, the purposes of their issuance, a summary of borrowing procedures, certain matters affecting the financing, certain legal matters, historical financial information and other information pertinent to the issuance and sale of the Bonds and the Notes. This Official Statement should be read in its entirety.

All financial and other information presented herein has been provided by the Township from its records, except for information expressly attributed to other sources. The presentation of information is intended to show recent historical information and, but only to the extent specifically provided herein,

* Preliminary, subject to change.

certain projections of the immediate future, and is not necessarily indicative of future or continuing trends in the financial position or other affairs of the Township.

This Official Statement is "deemed final", as of its date, within the meaning of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule").

DESCRIPTION OF THE BONDS

General Description

The Bonds are dated the date of delivery thereof and shall bear interest at the rates shown on the inside front cover page hereof from such date, and shall be payable semi-annually on the first (1st) day of February and August of each year (each an "Interest Payment Date"), commencing February 1, 2024, until maturity or prior redemption. Interest on the Bonds is calculated on the basis of twelve (12) thirty (30) day months in a three hundred sixty (360) day year and will be paid by check, draft or wire transfer mailed, transmitted or delivered to the registered owners of the Bonds as of each respective January 15 and July 15 preceding each Interest Payment Date (the "Record Dates"), at the address shown on the registration books for the Bonds kept for that purpose by the Township's Chief Financial Officer, as Registrar and Paying Agent.

The Bonds will mature on February 1 in each of the years and in the respective principal amounts as set forth on the inside front cover page.

The Bonds, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository (the "Securities Depository") for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry only form, without certificates, in denominations of \$1,000 or any integral multiple thereof, with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its participants. Under certain circumstances, such beneficial interests in the Bonds are exchangeable for one or more fully registered Bond certificates of like series, maturity and tenor in authorized denominations.

The Bond certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. Individual purchasers of the Bonds will not receive certificates representing their beneficial ownership interests in the Bonds, but each book-entry owner will receive a credit balance on the books of its nominee, and this credit balance will be confirmed by an initial transaction statement stating the details of the Bonds purchased. So long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made directly by the Township as Paying Agent, or a duly designated paying agent as may be designated by the Township, to Cede & Co. So long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made by the Township or a duly designated paying agent directly to DTC or its nominee, Cede & Co., which will in turn remit such payments to DTC Participants (as hereinafter defined) and Indirect Participants (as hereinafter defined), which will in turn remit such payments to the beneficial owners of the Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein.

Optional Redemption

The Bonds of this issue maturing prior to February 1, 2032 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after February 1, 2032 are subject to redemption, at the option of the Township, as a whole or in part, on any date on or after February 1, 2031, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of Redemption

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses

as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the Township. The Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

Authorization for the Issuance of the Bonds

The Bonds are authorized by, and are issued pursuant to, (i) the provisions of the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); (ii) various bond ordinances duly adopted by the Township Council of the Township on the dates set forth in the chart below under the subheading "Purpose of the Bonds", approved by the Mayor, and published as required by law; and (iii) a resolution duly adopted by the Township Council of the Township on October 10, 2023 (the "Resolution").

The bond ordinances authorizing the Bonds were published in full or in summary after their final adoption along with the statement that the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinances could be commenced began to run from the date of the first publication of such statement. The Local Bond Law provides that, after issuance, all obligations shall be conclusively presumed to be fully authorized and issued by all laws of the State, and all persons shall be estopped from questioning their sale, execution or delivery by the Township. Such estoppel period has concluded as of the date of this Official Statement.

Purpose of the Bonds

The Bonds are being issued to refund, on a current basis, a \$21,390,000 principal portion of outstanding bond anticipation notes of the Township issued in the aggregate principal amount of \$45,301,136 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Bond Anticipation Notes") (a \$3,136 portion of the Prior Bond Anticipation Notes will be paid by the Township with a 2023 budget appropriation or with proceeds generated by a premium on the Bonds sold, and a \$23,908,000 portion of the Prior Bond Anticipation Notes will be currently refunded through the issuance of the Bond Anticipation Notes).

The purposes for which the Bonds are to be issued have been authorized by duly adopted, approved and published bond ordinances of the Township, which bond ordinances are described on the following table by Ordinance Number, Description and Date of Final Adoption and the Amount of Bonds to be issued for such purposes. The bond ordinances are as follows:

\$21,390,000*
General Improvement Bonds, Series 2023B

Ordinance Number	Description and Date of Final Adoption	Amount of Bonds
2544-18	Various Capital Improvements, finally adopted 6/12/2018	\$ 719,645

* Preliminary, subject to change.

Ordinance Number	Description and Date of Final Adoption	Amount of Bonds
2584-19	Various Capital Improvements, finally adopted 9/10/2019	7,848,441
2610-20	Various Capital Improvements, finally adopted 9/8/2020	<u>12,821,914</u>
TOTAL		<u>\$ 21,390,000</u>

Payment of Bonds

As hereinafter stated, the Bonds are general obligations of the Township for which the full faith and credit of the Township will be pledged. The Township is authorized and required by law to levy *ad valorem* taxes upon all taxable property within the Township for the payment of principal of and interest on the Bonds without limitation as to rate or amount, unless paid from other sources.

DESCRIPTION OF THE NOTES

General Description

Each series of the Notes shall be dated the date of delivery thereof and shall bear interest at the rates as indicated on the front cover page of this Official Statement, payable upon the maturity date thereof. Interest on the Notes is calculated on the basis of twelve (12) thirty (30) day months in a three hundred sixty (360) day year.

The Notes will be issued as fully registered notes in book-entry only form, and when issued, one certificate for the principal amount of each series of the Notes will be registered in the name of and held by Cede & Co., as nominee of DTC. DTC will act as Securities Depository for the Notes. Principal of and interest on the Notes will be payable by the Township or a duly designated paying agent on the date of maturity by wire transfer of immediately available funds to DTC or its nominee, Cede & Co. Purchases of beneficial interests in the Notes will be made in book-entry only form, without certificates, in denominations of \$1,000 or any integral multiple thereof, or, as applicable, any odd denomination in excess thereof (for the Bond Anticipation Notes and the Taxable Notes) with a minimum purchase of \$5,000 required, through book entries made on the books and records of DTC and its participants. Under certain circumstances, such beneficial interests in the Notes are exchangeable for one or more fully registered Note certificates in authorized denominations.

The Note certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants and transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Notes on behalf of the individual purchasers. Individual purchasers of the Notes will not receive certificates representing their beneficial ownership interests in the Notes, but each book-entry owner will receive a credit balance on the books of its nominee, and this credit balance will be confirmed by an initial transaction statement stating the details of the Notes purchased. So long as DTC or its nominee, Cede & Co., is the registered owner of the Notes, payments of the principal of and interest on the Notes will be made by the Township or a duly designated paying agent directly to DTC or its nominee, Cede & Co., which will in turn remit such payments to DTC Participants and Indirect Participants, which will in turn remit such payments to the beneficial owners of the Notes. See "BOOK-ENTRY ONLY SYSTEM" herein.

Optional Redemption

The Notes are not subject to redemption prior to their stated maturity.

Authorization for the Issuance of the Notes

The Bond Anticipation Notes are authorized by, and are issued pursuant to, (i) the provisions of the Local Bond Law; (ii) various bond ordinances duly adopted by the Township Council of the Township on the dates set forth in the chart under the subheading "Purpose of the Notes", approved by the Mayor, and published as required by law; and (iii) the Resolution.

The Open Space Notes are authorized by, and are issued pursuant to, (i) the provisions of the Local Bond Law; (ii) a bond ordinance duly adopted by the Township Council of the Township on the date set forth in the chart under the subheading "Purpose of the Notes", approved by the Mayor, and published as required by law; and (iii) the Resolution.

The Special Emergency Notes are authorized by, and are issued pursuant to, (i) the provisions of the Local Budget Law of the State of New Jersey, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"), (ii) various special emergency ordinances duly adopted by the Township Council of the Township on the dates set forth in the chart under the subheading "Purpose of the Notes", approved by the Mayor and published as required by law, (iii) special emergency resolutions duly adopted by the Township Council of the Township, and (iv) the Resolution.

The Taxable Notes are authorized by, and are issued pursuant to, (i) the provisions of the Local Budget Law, (ii) the approval of the Director of the Division of Local Government Services of the State of New Jersey provided on November 20, 2020, (iii) a special emergency ordinance duly adopted by the Township Council of the Township on the date set forth in the chart under the subheading "Purpose of the Notes", approved by the Mayor and published as required by law, (iv) a special emergency resolution duly adopted by the Township Council of the Township, and (v) the Resolution.

The bond ordinances authorizing the Notes were published in full or in summary after their final adoption along with the statement that the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinances could be commenced began to run from the date of the first publication of such statement. The Local Bond Law and Local Budget Law provide that, after issuance, all obligations shall be conclusively presumed to be fully authorized and issued by all laws of the State, and all persons shall be estopped from questioning their sale, execution or delivery by the Township. Such estoppel period has concluded as of the date of this Official Statement.

Purpose of the Notes

The Bond Anticipation Notes are being issued to (i) refund, on a current basis, a \$23,908,000 principal portion of the Prior Bond Anticipation Notes (a \$3,136 portion of the Prior Bond Anticipation Notes will be paid by the Township with a 2023 budget appropriation or with proceeds generated by a premium on the Tax-Exempt Notes sold, and a \$21,390,000 portion of the Prior Bond Anticipation Notes will be currently refunded through the issuance of the Bonds), and (ii) temporarily finance the cost of various capital improvements and purposes in and by the Township in the amount of \$8,998,191, including paying the costs associated with the issuance of the Bond Anticipation Notes.

The Open Space Notes are being issued to refund, on a current basis, a \$4,476,000 principal portion of outstanding open space trust fund notes of the Township issued in the aggregate principal amount of \$4,476,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Open Space Notes").

The Special Emergency Notes are being issued to refund, on a current basis, a \$1,348,000 principal portion of outstanding special emergency notes of the Township issued in the aggregate principal amount of \$1,782,000 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Special Emergency Notes") (a \$434,000 portion of the Prior Special Emergency Notes will be paid by the Township with a 2023 budget appropriation).

The Taxable Notes are being issued to refund, on a current basis, a \$1,369,806 principal portion of special emergency notes issued in the principal amount of \$1,826,408 on November 10, 2022 and maturing on November 9, 2023 (the "Prior Taxable Special Emergency Notes"), which Prior Taxable Special Emergency Notes were originally issued to temporarily finance the cost of a special emergency appropriation certified by the Director of the Division of Local Government Services related to purposes set forth in N.J.S.A. 40A:4-53(L) and (M) related to a deficit balance experienced by the Township

The Bond Anticipation Notes and the improvements or purposes for which the Bond Anticipation Notes are to be issued have been authorized by bond ordinances duly adopted by the Township Council of the Township, which bond ordinances are described on the following table by Ordinance Number, Description and Date of Final Adoption, and the Amount of Bond Anticipation Notes to be issued for such purposes. The bond ordinances are as follows:

\$32,906,191
Bond Anticipation Notes

Ordinance Number	Description and Date of Final Adoption	Amount to be Issued
2645-21	Renovations to the Public Library, finally adopted 7/13/2021	\$ 3,408,000
2651-21	Acquisition of various properties pursuant to the Downtown Redevelopment Plan, finally adopted 9/14/2021	13,000,000
2662-21	Acquisition of various properties pursuant to the Downtown Redevelopment Plan, finally adopted 10/26/2021	7,000,000
2663-21	Remediation, demolition and development of Township-owned properties, finally adopted 10/26/2021	500,000
2704-22	Various 2022 Capital Improvements, finally adopted 12/20/2022	<u>8,998,191</u>
TOTAL		<u>\$32,906,191</u>

The Open Space Notes and the improvements or purposes for which the Open Space Notes are to be issued have been authorized by a bond ordinance duly adopted by the Township Council of the Township, which bond ordinance is described on the following table by Ordinance Number, Description and Date of Final Adoption, and the Amount of Open Space Notes to be issued for such purposes. The bond ordinance is as follows:

\$4,476,000
Open Space Notes

Ordinance Number	Description and Date of Final Adoption	Amount to be Issued
2660-21	Acquisition of real property commonly known as Block 174, Lot 1 from the Crestmont Country Club, finally adopted 9/8/2021	<u>\$4,476,000</u>
TOTAL		<u>\$4,476,000</u>

The Special Emergency Notes and the improvements or purposes for which the Special Emergency Notes are to be issued have been authorized by bond ordinances duly adopted by the Township Council of the Township, which bond ordinances are described on the following table by Ordinance Number, Description and Date of Final Adoption, and the Amount of Special Emergency Notes to be issued for such purposes. The bond ordinances are as follows:

\$1,348,000
Special Emergency Notes

Ordinance Number	Description and Date of Final Adoption	Amount to be Issued
2621-20	Authorizing a special emergency appropriation for severance liabilities resulting from the unanticipated required accumulated absence payouts in connection with layoff or retirement of employees, finally adopted 11/24/2020	\$288,000
2664-21	Authorizing a special emergency appropriation for severance liabilities resulting from the unanticipated required accumulated absence payouts in connection with layoff or retirement of employees, finally adopted 11/23/2021	300,000
2696-22	Authorizing a special emergency appropriation for severance liabilities resulting from the unanticipated required accumulated absence payouts in connection with layoff or retirement of employees, finally adopted 9/20/2022	<u>760,000</u>
TOTAL		<u>\$1,348,000</u>

The Taxable Notes and the improvements or purposes for which the Taxable Notes are to be issued have been authorized by a special emergency ordinance duly adopted by the Township Council of the Township, which special emergency ordinance is described on the following table by Ordinance Number, Description and Date of Final Adoption, and the Amount of Taxable Notes to be issued for such purposes. The special emergency ordinance is as follows:

\$1,369,806
Special Emergency Notes, Series 2023B (Federally Taxable)

Ordinance Number	Description and Date of Final Adoption	Amount to be Issued
2623-20	Providing for a special emergency appropriation certified by the Director of the Division of Local Government Services related to purposes set forth in N.J.S.A. 40A:4-53(L) and (M), finally adopted 11/24/2020	<u>\$1,369,806</u>
TOTAL		<u>\$1,369,806</u>

Payment of Notes

As hereinafter stated, the Notes are general obligations of the Township for which the full faith and credit of the Township will be pledged. The Township is authorized and required by law to levy *ad valorem* taxes on all taxable property within the Township for the payment of principal of and interest on the Notes without limitation as to rate or amount, unless paid from other sources.

SECURITY FOR THE BONDS AND NOTES

The Bonds and Notes are valid and legally binding general obligations of the Township for which the full faith and credit of the Township are irrevocably pledged for the punctual payment of the principal of and interest on the Bonds and Notes. The Township has the power and is obligated by law to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the Bonds and Notes and the interest thereon without limitation as to rate or amount, unless otherwise paid from other sources.

The Township is required by law to include the total amount of principal of and interest on all of its general obligation indebtedness, such as the Bonds and Notes, for the current year in each annual budget unless provision has been made for payment of such general obligation indebtedness from other sources. The enforceability of rights or remedies with respect to the Bonds and Notes may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights or remedies heretofore or hereafter enacted. See "RISK TO HOLDERS OF BONDS AND NOTES" herein.

The Bonds and Notes are not a debt or obligation, legal, moral or otherwise, of the State or any county, municipality or political subdivision thereof, other than the Township.

The Bonds and Notes are not entitled to the benefits of the Municipal Qualified Bond Act, Title 40A of the New Jersey Statutes, Section 40A:3-1 et seq., as amended and supplemented, the School Qualified Bond Act, Title 18A of the New Jersey Statutes, Section 18A:24-85 et seq., as amended, or the New Jersey School Bond Reserve Act, P.L. 1980 (N.J.S.A. 18A:56-17 et seq.).

COVID-19 NOTES

The Governor of the State of New Jersey (the "State") declared a public health emergency pursuant to the Emergency Health Powers Act, P.L. 2005, c. 222, and a state of emergency pursuant to P.L. 1942, c. 251, in response to the outbreak of the coronavirus disease 2019 as announced by the World Health Organization on February 11, 2020, and first identified in Wuhan, China ("COVID-19"). N.J.S.A. 40A:4-53(m) provides that a municipality may, subject to the approval of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (the "Director"), adopt an ordinance providing for a special emergency appropriation for the funding of a deficit in operations incurred by a municipality directly attributable to COVID-19. The Township had a deficit in operations resulting from COVID-19 related revenue losses experienced during the 2020 fiscal year. In order to qualify for a special emergency under the provisions of N.J.S.A. 40A:4-53, as amended by P.L. 2020, c.74, the Township made, prior to December 1, 2020, an application to the Director to obtain an approval of the certification of the special emergency and the resulting deferred charge in advance of the close of the 2020 fiscal year. The Chief Financial Officer of the Township prepared and executed a certification, which was approved by a majority vote of the Township Council of the Township, in the form prescribed by the Director certifying that the deficit balance of the Township anticipated to be reported on the Township's "Results of Operations" schedule in the annual financial statement for the 2020 fiscal year was directly attributable to COVID-19.

NO DEFAULT

There is no report of any default in the payment of the principal of, redemption premium, if any, and interest on the bonds, notes or other obligations of the Township as of the date hereof.

MARKET PROTECTION

UPDATE: [[The Township does not anticipate issuing additional bonds or notes for the remainder of calendar year 2023.]]

BOOK-ENTRY ONLY SYSTEM

The description which follows of the procedures and record keeping with respect to beneficial ownership interests in the Bonds and Notes, payment of principal and interest, and other payments on the Bonds and Notes to DTC Participants or Beneficial Owners (as such terms are defined or used herein), confirmation and transfer of beneficial ownership interests in the Bonds and Notes and other related transactions by and between DTC, DTC Participants and Beneficial Owners, is based on certain information furnished by DTC to the Township. Accordingly, the Township does not make any representations concerning these matters.

DTC will act as securities depository for the Bonds and Notes. The Bonds and Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds as set forth on the inside front cover page hereof, and will be deposited with DTC. One fully registered Note certificate will be issued for each series of the Notes in the principal amount of each series of the Notes, as set forth on the cover page hereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds or Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds or Notes on DTC's records. The ownership interest of each actual purchaser of Bonds or Notes ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds or Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds or Notes, except in the event that use of the book-entry system for the Bonds or Notes is discontinued.

To facilitate subsequent transfers, all Bonds or Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds or Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds or Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds or Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds or Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds or Notes, such as redemptions, tenders, defaults, and proposed amendments to the Bond or Note documents. For example, Beneficial Owners of the Bonds or Notes may wish to ascertain that the nominee holding the Bonds or Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds or Notes, unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Township as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds or Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds and Notes will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Township or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, nor its nominee, Paying Agent or the Township, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the Bonds and Notes to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Township or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds or Notes at any time by giving reasonable notice to the Township or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond and Note certificates are required to be printed and delivered.

The Township, or the Paying Agent, upon direction of the Township, may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond and Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Township believes to be reliable, but the Township takes no responsibility for the accuracy thereof.

Discontinuance of Book-Entry Only System

In the event that the book-entry-only system is discontinued and the Beneficial Owners become registered owners of the Bonds or Notes, the following provisions apply: (i) the Bonds or Notes may be exchanged for an equal aggregate principal amount of Bonds or Notes in authorized denominations and of the same maturity, upon surrender thereof at the office of the Township or Paying Agent; (ii) the transfer of any Bonds or Notes may be registered on the books maintained by the Township or Paying Agent for such purposes only upon the surrender thereof to the Township or Paying Agent together with the duly executed assignment in form satisfactory to the Township or Paying Agent; and (iii) for every exchange or registration of transfer of Bonds or Notes, the Township or Paying Agent may make a charge sufficient to reimburse for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer of the Bonds or Notes. Interest on the Bonds or Notes will be payable by check or draft, mailed on the Interest Payment Date to the registered owners thereof.

PROVISIONS FOR THE PROTECTION OF GENERAL OBLIGATION DEBT

Procedure for Authorization

The Township has no constitutional limit on its power to incur indebtedness other than that it may issue obligations only for public purposes pursuant to State statutes. The authorization and issuance of Township debt, including the purpose, amount and nature thereof, the method and manner of the incurrence of such debt, the maturity and terms of repayment thereof, and other related matters are statutory. The Township is not required to submit the proposed incurrence of indebtedness to a public referendum.

The Township, by bond ordinance, may authorize and issue negotiable obligations for the financing of any capital improvement or property which it may lawfully acquire, or any purpose for which it is authorized or required by law to make an appropriation, except current expenses and payment of obligations (other than those for temporary financings). Bond ordinances must be finally adopted by the recorded affirmative vote of at least two-thirds of the full membership of the Township Council and approved by the Mayor. The Local Bond Law requires publication and posting of the bond ordinance. If the bond ordinance requires approval or endorsement of the State, it cannot be finally adopted until such approval has been received. The Local Bond Law provides that a bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption. At the conclusion of the twenty-day period all challenges to the validity of the obligations authorized by such bond ordinance shall be precluded except for constitutional matters. Moreover, after issuance, all obligations are conclusively presumed to be fully authorized and issued by all laws of the State and any person shall be estopped from questioning their sale, execution or delivery by the Township.

Local Bond Law (N.J.S.A. 40A:2-1 et seq.)

The Bonds, the Bond Anticipation Notes and the Open Space Notes are being issued pursuant to the provisions of the Local Bond Law. The Local Bond Law governs the issuance of bonds and bond anticipation notes to finance certain municipal capital expenditures. Among its provisions are requirements that bonds or notes must mature within the statutory period of usefulness of the projects being financed, that bonds be retired in serial or sinking fund installments, and that, unlike school debt, and with some exceptions, including self-liquidating obligations and the improvements involving State grants, a five percent (5%) cash down payment must be generally provided. Such down payment must have been raised by budgetary appropriations, from cash on hand previously contributed for the purpose or by emergency resolution adopted pursuant to the Local Budget Law, N.J.S.A. 40A:4-1 et seq., as amended and supplemented (the "Local Budget Law"). All bonds and notes issued by the Township are general "full faith and credit" obligations.

Short Term Financing

Local governmental units (including the Township) may issue bond anticipation notes to temporarily finance a capital improvement or project in anticipation of the issuance of bonds if the bond ordinance or subsequent resolution so provides. Such bond anticipation notes for capital improvements may be issued in an aggregate amount not exceeding the amount of bonds authorized in the ordinance, as may be amended and supplemented, creating such capital expenditure. A local unit's bond anticipation notes may be issued and renewed for periods not exceeding one (1) year, with the final maturity occurring and being paid no later than the first day of the fifth month following the close of the tenth fiscal year after the original issuance of the notes, provided that no notes may be renewed beyond the third anniversary date of the original notes and each anniversary date thereafter, unless an amount of such note at least equal to the first legally payable installment of the anticipated bonds (the first year's principal payment), is paid and retired from funds other than the proceeds of obligations on or before the third anniversary date and each anniversary date thereafter.

The issuance of tax anticipation notes by a municipality is limited in amount by the provisions of the Local Budget Law and may be renewed from time to time, but, in the case of a municipality such as the Township, all such notes and renewals thereof must mature not later than 120 days after the end of the fiscal year in which such notes were issued.

Refunding Bonds (N.J.S.A. 40A:2-51 et seq.)

Refunding bonds may be issued by a local unit pursuant to the Local Bond Law for the purpose of paying, funding or refunding its outstanding bonds, including temporary emergency appropriations, emergency appropriations, the actuarial liabilities of a non-State administered public employee pension system, the present value of unfunded accrued liabilities for State administered early retirement incentive benefits, amounts owing to others for taxes levied in the local unit, or any renewals or extensions thereof, and for paying the cost of issuance of refunding bonds. Refunding bonds issued to pay, fund, or refund outstanding bonds may be issued in accordance with N.J.A.C. 5:30-2.5 and, therefore, no approval is required by the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs (the "Local Finance Board"); however, the details of the sale, issuance and delivery of the refunding bonds will be delivered to the Local Finance Board within ten (10) days of the delivery of the refunding bonds.

Statutory Debt Limitation (N.J.S.A. 40A:2-6 et seq.)

There are statutory requirements which limit the amount of debt which the Township is permitted to authorize. The authorized bonded indebtedness of a township is limited by the Local Bond Law and other laws to an amount equal to three and one-half percent (3 1/2%) of its stated average equalized valuation basis, subject to certain exceptions noted below. The stated equalized valuation basis is set by statute as the average of the equalized valuations of all taxable real property, together with improvements to such property, and the assessed valuation of certain Class II railroad property within the boundaries of the Township for each of the last three (3) preceding years as annually certified in the valuation of all taxable real property, in the Table of Equalized Valuation by the Director of the Division of Taxation, in the New Jersey Department of the Treasury (the "Division of Taxation"). Certain categories of debt are permitted by statute to be deducted for the purposes of computing the statutory debt limit. The Local Bond Law permits the issuance of certain obligations, including obligations issued for certain emergency or self-liquidating purposes, notwithstanding the statutory debt limitation described above; but, with certain exceptions, it is then necessary to obtain the approval of the Local Finance Board. See "Exceptions to Debt Limitation-Extensions of Credit" herein.

As shown in APPENDIX A, the Township has not exceeded its statutory debt limit.

Exceptions to Debt Limitation – Extensions of Credit (N.J.S.A. 40A:2-7 et seq.)

The debt limit of the Township may be exceeded with the approval of the Local Finance Board. If all or any part of a proposed debt authorization is to exceed its debt limit, the Township must apply to the Local Finance Board for an extension of credit. The Local Finance Board considers the request, concentrating its review on the effect of the proposed authorization on outstanding obligations and operating expenses and the anticipated ability to meet the proposed obligations. If the Local Finance Board determines that a proposed debt authorization is not unreasonable or exorbitant, that the purposes or improvements for which the obligations are issued are in the public interest and for the health, welfare and convenience or betterment of the inhabitants of the Township and that the proposed debt authorization would not materially impair the credit of the Township or substantially reduce the ability of the Township to meet its obligations or to provide essential services that are in the public interest and makes other statutory determinations, approval is granted. In addition to the aforesaid, debt in excess of the debt limit may be issued to fund certain obligations, for self-liquidating purposes and, in each fiscal year, in an amount not exceeding two-thirds of the amount budgeted in such fiscal year for the retirement of outstanding obligations (exclusive of obligations issued for utility or assessment purposes) plus two-thirds of the amount raised in the tax levy of the current fiscal year by the local unit for the payment of bonds or notes of any school district.

As shown in APPENDIX A, the Township has not exceeded its debt limit.

Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.)

The Local Fiscal Affairs, N.J.S.A. 40A:5-1 et seq., as amended and supplemented (the "Local Fiscal Affairs Law"), regulates the non-budgetary financial activities of local governments. An annual, independent

audit of the local unit's accounts for the previous year must be performed by a Registered Municipal Accountant licensed in the State of New Jersey. The audit, conforming to the Division of Local Government Services, in the New Jersey Department of Community Affairs (the "Division") "Requirements of Audit", which must be completed within six (6) months (June 30) after the close of the Township's fiscal year (December 31), includes recommendations for improvement of the local unit's financial procedures. The audit report must be filed with the Township Clerk and is available for review during regular municipal business hours and shall, within five (5) days thereafter, be filed with the Director of the Division (the "Director"). A synopsis of the audit report, together with all recommendations made, must be published in a local newspaper within thirty (30) days of the Township Clerk's receipt of the audit report. Accounting methods utilized in the conduct of the audit conform to practices prescribed by the Division, which practices differ in some respects from generally accepted in the United States.

Annual Financial Statement (N.J.S.A. 40A:5-12 et seq.)

An annual financial statement ("Annual Financial Statement") which sets forth the financial condition of a local unit for the fiscal year must be filed with the Division not later than January 26 (in the case of a county) and not later than February 10 (in the case of a municipality) after the close of the calendar fiscal year, such as the Township, or not later than August 10 of the State fiscal year for those municipalities which operate on the State fiscal year. The Annual Financial Statement is prepared either by the Chief Financial Officer or the Registered Municipal Accountant for the local unit. Such Annual Financial Statement reflects the results of operations for the year of the Current and Utility Funds. If the statement of operations results in a cash deficit, the deficit must be included in full in the succeeding year's budget. The entire annual financial statement is filed with the clerk of the local unit and is available for review during business hours.

Investment of Municipal Funds

Investment of funds by municipalities is governed by N.J.S.A. 40A:5-14 et seq. Such statute requires municipalities to adopt a cash management plan pursuant to the requirements outlined by said statute. Once a municipality adopts a cash management plan it must deposit or invest its funds pursuant to such plan. N.J.S.A. 40A:5-15.1 provides for the permitted securities a municipality may invest in pursuant to its cash management plan. Some of the permitted securities are as follows: (a) obligations of, or obligations guaranteed by, the United States of America ("Government Obligations"), (b) Government money market mutual funds which invest in securities permitted under the statute, (c) bonds of certain Federal Government agencies having a maturity date not greater than 397 days from the date of purchase, (d) bonds or other obligations of the particular municipality or school districts of which the local unit is a part or within which the school district is located, and (e) bonds or other obligations having a maturity date not greater than 397 days from the date of purchase and approved by the Division of Investment, in the New Jersey Department of the Treasury. Municipalities are required to deposit their funds in banks satisfying certain security requirements set forth in N.J.S.A. 17:9-41 et seq. Municipalities are required to deposit their funds in interest-bearing bank accounts to the extent practicable and other permitted investments.

DEBT INFORMATION OF THE TOWNSHIP

The Township must report all new authorizations of debt or changes in previously authorized debt to the Division through the filing of Supplemental and Annual Debt Statements. The Supplemental Debt Statement must be submitted to the Division before final passage of any debt authorization other than a refunding debt authorization. Before the end of the first month (January 31) of each fiscal year of the Township, the Township must file an Annual Debt Statement which is dated as of the last day of the preceding fiscal year (December 31) with the Division and with the Township Clerk. This report is made under oath and states the authorized, issued and unissued debt of the Township as of the previous December 31. Through the Annual and Supplemental Debt Statements, the Division monitors all local borrowing. Even though the Township's authorizations are within its debt limits, the Division is able to enforce State regulations as to the amounts and purposes of local borrowings.

FINANCIAL MANAGEMENT

Accounting and Reporting Practices

The accounting policies of the Township conform to the accounting principles applicable to local governmental units which have been prescribed by the Division. A modified accrual basis of accounting is followed with minor exceptions. Revenues are recorded as received in cash except for certain amounts which may be due from other governmental units and which are accrued. Receivables for property taxes are recorded with offsetting reserves on the balance sheet of the Township's Current Fund; accordingly, such amounts are not recorded as revenue until collected. Other amounts that are due to the Township which are susceptible to accrual are also recorded as receivables with offsetting reserves and recorded as revenue only when received. Expenditures are generally recorded on the accrual basis, except that unexpended appropriations at December 31, unless canceled by the governing body, are reported as expenditures with offsetting appropriation reserves. Appropriation reserves are available, until lapsed at the close of the succeeding fiscal year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year. Lapsed appropriation reserves are credited to the results of operations. As is the prevailing practice among municipalities and counties in the State, the Township does not record obligations for accumulated unused vacation and sick pay.

Local Budget Law (N.J.S.A. 40A:4-1 et seq.)

The foundation of the State local finance system is the annual cash basis budget. Every local unit, including the Township, must adopt an annual operating budget in the form required by the Division. Certain items of revenue and appropriation are regulated by law and the proposed operating budget cannot be finally adopted until it has been certified by the Director, or in the case of a local unit's examination of its own budget as described herein, such budget cannot be finally adopted until a local examination certificate has been approved by the Chief Financial Officer and governing body of the local unit. The Local Budget Law requires each local unit to appropriate sufficient funds for payment of current debt service and the Director, or in the case of the local examination, the local unit may review the adequacy of such appropriations. Among other restrictions, the Director or, in the case of local examination, the local unit may examine the budget with reference to all estimates of revenue and the following appropriations: (a) payment of interest and debt redemption charges, (b) deferred charges and statutory expenditures, (c) cash deficit of the preceding year, (d) reserve for uncollected taxes, and (e) other reserves and non-disbursement items. Taxes levied are a product of total appropriations, less non-tax revenues, plus a reserve predicated on the prior year's collection experience.

The Director, in reviewing the budget, has no authority over individual operating appropriations, unless a specific amount is required by law, but the Director's budgetary review functions, focusing on anticipated revenues, and serves to protect the solvency of the local unit. Local budgets, by law and regulation, must be in balance on a "cash basis", i.e., the total of anticipated revenues must equal the total of appropriation. N.J.S.A. 40A:4-22. If in any year the Township's expenditures exceed its realized revenues for that year, then such excess (deficit) must be raised in the succeeding year's budget.

In accordance with the Local Budget Law and related regulations, (i) each local unit, with a population of 10,000 persons, must adopt and annually revise a six (6) year capital program, and (ii) each local unit, with a population under 10,000 persons, must adopt (with some exceptions) and annually revise a three (3) year capital program. The capital program, when adopted, does not constitute the appropriation of funds, but sets forth a plan of capital expenditures which the local unit may contemplate over the next six (6) years or the next three (3) years, as applicable. Expenditures for capital purposes may be made either by ordinances adopted by the governing body which set forth the items and the methods of financing, or from the annual operating budget. See "CAPITAL IMPROVEMENT PROGRAM" herein.

Municipal public utilities are supported by the revenues generated by the respective operations of the utilities, in addition to the general taxing power upon real property. For each utility, there is established a separate budget. The anticipated revenues and appropriations for each utility are set forth in the separate section of the budget. The budget is required to be balanced and to provide fully for debt service. The regulations regarding anticipation of revenues and deferral of charges apply equally to the budgets of the

utilities. Deficits or anticipated deficits in utility operations which cannot be provided for from utility surplus, if any, are required to be raised in the "current" or operating budget.

Local Examination of Budgets (N.J.S.A. 40A:4-78(b))

Chapter 113 of the Laws of New Jersey of 1996 (N.J.S.A. 40A:4-78(b)) authorizes the Local Finance Board to adopt rules that permit certain municipalities to assume the responsibility, normally granted to the Director, of conducting the annual budget examination required by the Local Budget Law. Since 1997 the Local Finance Board has developed regulations that allow "eligible" and "qualifying" municipalities to locally examine their budget every two (2) of three (3) years. ~~[[TRUE????Under the regulations prescribed by the Local Finance Board, the Township was ineligible for local examination of its budget in 2023.]]]]~~ The Township has adopted its 2023 budget in accordance with the procedures described under the heading entitled, "FINANCIAL MANAGEMENT – Local Budget Law (N.J.S.A. 40A: 4-1 et seq.)".

State Supervision (N.J.S.A. 52:27BB-1 et seq.)

State law authorizes State officials to supervise fiscal administration in any municipality which is in default on its obligations; which experiences severe tax collection problems for two (2) successive years; which has a deficit greater than four percent (4%) of its tax levy for two (2) successive years; which has failed to make payments due and owing to the State, county, school district or special district for two (2) consecutive years; which has an appropriation in its annual budget for the liquidation of debt which exceeds twenty-five percent (25%) of its total operating appropriations (except dedicated revenue appropriations) for the previous budget year; or which has been subject to a judicial determination of gross failure to comply with the Local Bond Law, the Local Budget Law or the Local Fiscal Affairs Law which substantially jeopardizes its fiscal integrity. State officials are authorized to continue such supervision for as long as any of the conditions exist and until the municipality operates for a fiscal year without incurring cash deficit.

Limitations on Expenditures ("Cap Law") (N.J.S.A. 40A:4-45.1, et seq.)

N.J.S.A. 40A:4-45.3 places limits on municipal tax levies and expenditures. This law is commonly known as the "Cap Law" (the "Cap Law"). The Cap Law provides that the Township shall limit any increase in its budget to 2.5% or the Cost-Of-Living Adjustment, whichever is less, of the previous year's final appropriations, subject to certain exceptions. The Cost-Of-Living Adjustment is defined as the rate of annual percentage increase, rounded to nearest half percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services produced by the United States Department of Commerce for the year preceding the current year as announced by the Director. However, in each year in which the Cost-Of-Living Adjustment is equal to or less than 2.5%, the Township may, by ordinance, approved by a majority vote of the full membership of the governing body, provide that the final appropriations of the Township for such year be increased by a percentage rate that is greater than the Cost-Of-Living Adjustment, but not more than 3.5% over the previous year's final appropriations. See N.J.S.A. 40A:4-45.14. In addition, N.J.S.A. 40A:4-45.15a restored "CAP" banking to the Local Budget Law. Municipalities are permitted to appropriate available "CAP Bank" in either of the next two (2) succeeding years' final appropriations. Along with the permitted increases for total general appropriations there are certain items that are allowed to increase outside the "CAP".

Additionally, P.L. 2010, c.44, effective July 13, 2010, imposes a two percent (2%) cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required to be raised for capital expenditures, including debt service, increases in pension contributions in excess of two percent (2%), certain increases in health care costs in excess of two percent (2%), and extraordinary costs incurred by a local unit directly related to a declared emergency. The governing body of a local unit may request approval, through a public question submitted to the legal voters residing in its territory, to increase the amount to be raised by taxation, and voters may approve increases above two percent (2%) not otherwise permitted under the law by an affirmative vote of fifty percent (50%).

The Division of Local Government Services has advised that counties and municipalities must comply with both budget "CAP" and the tax levy limitation. Neither the tax levy limitation nor the "CAP" law,

however, limits the obligation of the Township to levy *ad valorem* taxes upon all taxable property within the boundaries of the Township to pay debt service on bonds and notes, including the Bonds and Notes.

Deferral of Current Expenses

Supplemental appropriations made after the adoption of the budget and determination of the tax rate may be authorized by the governing body of a local unit, including the Township, but only to meet unforeseen circumstances, to protect or promote public health, safety, morals or welfare, or to provide temporary housing or public assistance prior to the next succeeding fiscal year. However, with certain exceptions described below, such appropriations must be included in full as a deferred charge in the following year's budget. Any emergency appropriation must be declared by resolution according to the definition provided in a provision of the Local Budget Law, N.J.S.A. 40A:4-48,-49, and approved by at least two-thirds of the full membership of the governing body, and shall be filed with the Director. If such emergency appropriations exceed three percent (3%) of the adopted operating budget, consent of the Director is required. N.J.S.A. 40A:4-49.

The exceptions are certain enumerated quasi-capital projects ("special emergencies") such as (i) the repair and reconstruction of streets, roads or bridges damaged by snow, ice, frost, or floods, which may be amortized over three (3) years, and (ii) the repair and reconstruction of streets, roads, bridges or other public property damaged by flood or hurricane, where such expense was unforeseen at the time of budget adoption, the repair and reconstruction of private property damaged by flood or hurricane, tax map preparation, re-evaluation programs, revision and codification of ordinances, master plan preparations, drainage map preparation for flood control purposes, studies and planning associated with the construction and installation of sanitary sewers, authorized expenses of a consolidated commission, contractually required severance liabilities resulting from the layoff or retirement of employees and the preparation of sanitary and storm system maps, all of which projects set forth in this section (ii) may be amortized over five (5) years. N.J.S.A. 40A:4-53, -54, -55, -55.1. Additionally, a special emergency appropriation may be made to fund a deficit in prior year operations experienced by any municipality, utility, or enterprise during, or in the fiscal year immediately following, a fiscal year in which a public health emergency pursuant to the "Emergency Health Powers Act," P.L.2005, c.222 (C.26:13-1 et seq.), or a state of emergency, pursuant to P.L.1942, c.251 (C.App.A:9-33 et seq.), or both, has been declared by the Governor in response to COVID-19, the adoption of which shall be subject to approval of the Director. Such special emergency appropriation related to the COVID-19 pandemic may be amortized over five (5) years. Emergency appropriations for capital projects may be financed through the adoption of a bond ordinance and amortized over the useful life of the project as described above.

Budget Transfers

Budget transfers provide a degree of flexibility and afford a control mechanism for local units. Pursuant to N.J.S.A. 40A:4-58, transfers between major appropriation accounts are prohibited until the last two (2) months of the municipality's fiscal year. Appropriation reserves may be transferred during the first three (3) months of the current fiscal year to the immediately preceding fiscal year's budget. N.J.S.A. 40A:4-59. Both types of transfers require a two-thirds vote of the full membership of the governing body. Although sub-accounts within an appropriation are not subject to the same year-end transfer restriction, they are subject to internal review and approval. Generally, transfers cannot be made from the down payment account, the capital improvement fund, contingent expenses or from other sources as provided in the statute.

Anticipation of Real Estate Taxes

The same general principle that revenue cannot be anticipated in a budget in excess of that realized in the preceding year applies to property taxes. N.J.S.A. 40A:4-29 sets limits on the anticipation of delinquent tax collections and provides that, "[t]he maximum which may be anticipated is the sum produced by the multiplication of the amount of delinquent taxes unpaid and owing to the local unit on the first day of the current fiscal year by the percentage of collection of delinquent taxes for the year immediately preceding the current fiscal year."

In regard to current taxes, N.J.S.A. 40A:4-41(b) provides that, "[r]eceipts from the collection of taxes levied or to be levied in the municipality, or in the case of a county for general county purposes and

payable in the fiscal year shall be anticipated in an amount which is not in excess of the percentage of taxes levied and payable during the next preceding fiscal year which was received in cash by the last day of the preceding fiscal year."

This provision requires that an additional amount (the "reserve for uncollected taxes") be added to the tax levy required to balance the budget so that when the percentage of the prior year's tax collection is applied to the combined total, the sum will at least equal the tax levy required to balance the budget. The reserve requirement is calculated as follows:

$$\begin{array}{rcl} \text{Total of Local, County,} & & \\ \text{and School Levies} & - \text{ Anticipated Revenues} & = \text{Cash Required from Taxes to Support} \\ & & \text{Local Municipal Budget and Other Taxes} \\ \\ \hline \text{Cash Required from Taxes to Support Local Municipal Budget and Other Taxes} & = & \text{Amount to be} \\ \text{Prior Year's Percentage of Current Tax Collection (or Lesser \%)} & & \text{Raised by} \\ & & \text{Taxation} \end{array}$$

Anticipation of Miscellaneous Revenues

N.J.S.A 40A:4-26 provides that, "[n]o miscellaneous revenues from any source shall be included as an anticipated revenue in the budget in an amount in excess of the amount actually realized in cash from the same source during the next preceding fiscal year, unless the director shall determine upon application by the governing body that the facts clearly warrant the expectation that such excess amount will actually be realized in cash during the fiscal year and shall certify such determination, in writing, to the local unit."

No budget or amendment thereof shall be adopted unless the Director shall have previously certified his approval of such anticipated revenues except that categorical grants-in-aid contracts may be included for their face amount with an offsetting appropriation. The fiscal years of such grants rarely coincide with a municipality's calendar fiscal year. Grant revenues are fully realized in the year in which they are budgeted by the establishment of accounts receivable and offsetting reserves.

CAPITAL IMPROVEMENT PROGRAM

In accordance with the Local Budget Law, the Township must adopt and may from time to time amend rules and regulations for capital budgets, which rules and regulations must require a statement of capital undertakings underway or projected for a period not greater than over the next ensuing six (6) years as a general improvement program. The Capital Budget and Capital Improvement Program must be adopted as part of the annual budget pursuant to N.J.A.C. 5:30-4. The Capital Budget does not by itself confer any authorization to raise or expend funds, rather it is a document used for planning. Specific authorization to expend funds for such purposes must be granted, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of the budget, by an ordinance taking money from the Capital Improvement Fund, or other lawful means.

RECENT HEALTHCARE DEVELOPMENTS

In early March of 2020, the World Health Organization declared a pandemic following the global outbreak of COVID-19, a respiratory disease caused by a newly discovered strain of coronavirus. On March 13, 2020, President Trump declared a national emergency to unlock federal funds and assistance to help states and local governments fight the pandemic. Governor Phil Murphy (the "Governor") of the State of New Jersey declared a state of emergency and a public health emergency on March 9, 2020 due to the outbreak of COVID-19, which has spread throughout the State and to all counties within the State. The Governor also instituted mandatory measures via various executive orders to contain the spread of the virus. These measures, which alter the behavior of businesses and people, have had and may continue to have impacts on regional, state and local economies. The public health emergency was terminated on June 4, 2021, but the state of emergency remained in effect via Executive Order 244. However, on January 11, 2022, the Governor

restated the state of emergency and reinstated a public health emergency via Executive Order 280, effective immediately, in order to ensure that the State was able to respond to the threat of COVID-19 and the Omicron variant. The public health emergency declaration, which allows existing orders to continue in effect, was set to expire thirty (30) days from January 11, 2022, unless renewed. On February 10, 2022, the Governor signed Executive Order 288 extending the public health emergency declared on January 11, 2022; however, the public health emergency was terminated effective March 7, 2022 via Executive Order 292, while the existing state of emergency remains in effect. The national public health emergency and the State public health emergency have since ended, while the state of emergency declared by the State and several executive orders signed by the Governor remain to manage COVID-19 on an endemic level. Depending on future circumstances, ongoing actions could be taken by State, federal and local governments and private entities to mitigate the spread and impacts of COVID-19, its variants or other critical health care challenges. See <https://covid19.nj.gov> for further detail regarding the impact of COVID-19 on the State and the Governor's various executive orders.

In order to provide additional means for local governmental units to address the financial impact of the COVID-19 outbreak, the Governor signed into law P.L. 2020, c. 74 ("Chapter 74") on August 31, 2020. Chapter 74, which took effect immediately, adds two new purposes to the list of special emergency appropriations which may be raised by municipalities or counties over a five year period (either through the issuance of special emergency notes or raised internally without borrowing). Specifically, Chapter 74 authorizes special emergency appropriations for: (1) direct COVID-19 response expenses; and (2) deficits in prior year's operations attributable to COVID-19 (the beginning of the five year repayment schedule is delayed by one year for these new purposes). Upon approval by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, in cases of significant fiscal distress, the five year period may be extended to up to ten years. In addition, the statute permits school districts and public authorities to issue debt with a maximum five year maturity schedule for direct COVID-19 expenses. Chapter 74 provides for State supervision of all local government unit borrowings related to the COVID-19 pandemic. The statute also grants the Director the authority to modify municipal budgeting rules concerning anticipated revenues in order to lessen the impact of revenue reductions due to COVID-19. The Township is issuing the Taxable Notes pursuant to Chapter 74.

AMERICAN RESCUE PLAN ACT OF 2021

The American Rescue Plan Act of 2021, H.R. 1319 (the "Plan"), signed into law by President Biden on March 11, 2021, comprises \$1.9 trillion in relief designed to provide funding to address the COVID-19 pandemic and alleviate the economic and health effects of the COVID-19 pandemic.

The Plan includes various forms of financial relief including up to a \$1,400 increase in direct stimulus payments and various other forms of economic relief, including extended unemployment benefits, continued eviction and foreclosure moratoriums, an increase in the child tax credit, an increase in food and housing aid, assistance grants to restaurants and bars, and other small business grants and loans. The Plan, in part, provides funding for state and local governments to offset costs to safely reopen schools during the COVID-19 pandemic and to subsidize COVID-19 testing and vaccination programs. In addition, the Plan includes \$350 billion in relief funds to public entities, such as the Township.

The Township received \$4,978,350 in Federal Aid under the Plan, \$2,489,175 of which amount was received by the Township on July 8, 2021 and \$2,489,175 was received on July 18, 2022. The deadline to commit the funds is December 31, 2024 and to spend funds is December 31, 2026.

DELETE???[[[[[The Township currently estimates that the COVID-19 pandemic will result in additional expenditures during the 2023 budget year. Continuous monitoring of revenues provide guidance that there are no additional material weaknesses resulting from the COVID-19 pandemic.

However, the immediate and long-term impacts of the COVID-19 pandemic, and the federal and state responses thereto, remain fluid. Accordingly, the COVID-19 pandemic may have a material adverse impact on the Township and its finances.]]]]

TAX ASSESSMENT AND COLLECTION

Assessment and Collection of Taxes

Property valuations (assessments) are determined on true values as arrived at by the cost approach, market data approach and capitalization of net income (where applicable). Current assessments are the result of maintaining new assessments on a "like" basis with established comparable properties for newly assessed or purchased properties resulting in a decline of the assessment ratio to true value to its present level. This method assures equitable treatment to like property owners.

Upon the filing of certified adopted budgets by the Township, the local school district and the County, the tax rate is struck by the County Board of Taxation based on the certified amounts in each of the taxing districts for collection to fund the budgets. The statutory provisions for the assessment of property, levying of taxes and the collection thereof are set forth in N.J.S.A. 54:4-1 et seq. Special taxing districts are permitted in New Jersey for various special services rendered to the properties located within the special district.

For calendar year municipalities, tax bills are sent in June of the current fiscal year. Taxes are payable in four quarterly installments on February 1, May 1, August 1 and November 1. The August and November tax bills are determined as the full tax levied for municipal, county and school purposes for the current municipal fiscal year, less the amount charged as the February and May installments for municipal, county and school purposes in the current fiscal year. The amounts due for the February and May installments are determined as by the municipal governing body as either one-quarter or one-half of the full tax levied for municipal, county or school purposes for the preceding fiscal year.

Fiscal year municipalities follow the same general rationale for the billing of property taxes, however billing is processed semi-annually. The provisions of P.L. 1994, C. 72 changed the procedures for State fiscal year billing originally established in P.L. 1991, C. 75. Chapter 72 moves the billing calculation back on a calendar year basis, which permits tax levies to be proved more readily than before.

The formula used to calculate tax bills under P.L. 1994, C. 72 are as follows:

The third and fourth installments, for municipal purposes, would equal one-half of an estimated annual tax levy, plus the balance of the full tax levied during the current tax year for school, county and special district purposes. The balance of the full tax for non-municipal purposes is calculated by subtracting amounts due on a preliminary basis from the full tax requirement for the tax year. The first and second installments, for municipal purposes, will be calculated on a percentage of the previous year's billing necessary to bill the amount required to collect the full tax levy, plus the non-municipal portion, which represents the amount payable to each taxing district for the period of January 1 through June 30.

Tax installments not paid on or before the due date are subject to interest penalties of eight percent (8%) on the first \$1,500 of the delinquency and, then eighteen percent (18%) per annum on any amount in excess of \$1,500. A penalty of up to six percent (6%) of the delinquency in excess of \$10,000 may be imposed on a taxpayer who fails to pay that delinquency prior to the end of the tax year in which the taxes become delinquent. Delinquent taxes open for one year or more are annually included in a tax sale in accordance with State Statutes. Tax title liens are periodically assigned to the Township's Corporation Counsel (as defined herein) for in rem foreclosures in order to acquire title to these properties.

The provisions of Chapter 99 of the Laws of New Jersey of 1997 allow a municipality to sell its total property tax levy to the highest bidder either by public sale with sealed bids or by public auction. The purchaser shall pay the total property tax levy bid amount in quarterly installments or in one annual installment. Property taxes will continue to be collected by the municipal tax collector and the purchaser

will receive as a credit against his payment obligation the amount of taxes paid to the tax collector. The purchaser is required to secure his payment obligation to the municipality by an irrevocable letter of credit or surety bond. The purchaser is entitled to receive all delinquent taxes and other municipal charges owing, due and payable upon collection by the tax collector. The statute sets forth bidding procedures, minimum bidding terms and requires the review and approval of the sale by the Division.

Tax Appeals

New Jersey Statutes provide a taxpayer with remedial procedures for appealing an assessed valuation that the taxpayer deems excessive. The taxpayer has a right to file a petition on or before the 1st day of April of the current tax year for its review or the 1st day of May for municipalities that have conducted revaluations. The County Board of Taxation and the Tax Court of New Jersey have the authority after a hearing to increase, decrease or reject the appeal petition. Adjustments by the County Board of Taxation are usually concluded within the current tax year and reductions are shown as cancelled or remitted taxes for that year. If the taxpayer believes the decision of the County Board of Taxation to be incorrect, appeal of the decision may be made to the Tax Court of New Jersey. State tax court appeals tend to take several years to conclude by settlement or trial and any losses in tax collection from prior years, after an unsuccessful trial or by settlement, are charged directly to operations.

TAX MATTERS

Federal Income Tax Treatment

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met at the time of, and on a continuing basis subsequent to, the issuance of the Bonds and the Tax-Exempt Notes in order for the interest on the Bonds and Tax-Exempt Notes to be and remain excluded from gross income for Federal income tax purposes under Section 103 of the Code. Noncompliance with such requirements could cause the interest on the Bonds or Tax-Exempt Notes to be included in gross income for Federal income tax purposes retroactive to the date of issuance of the Bonds and Tax-Exempt Notes, respectively. The Township will represent in its applicable tax certificates relating to the Bonds and the Tax-Exempt Notes, respectively, that it expects and intends to comply, and will comply, to the extent permitted by law, with such requirements.

In the opinion of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Township ("Bond Counsel"), under existing statutes, regulations, rulings and court decisions, and assuming continuing compliance by the Township with the requirements of the Code and the representations and covenants made by the Township in the tax certificates described above, interest on the Bonds and Tax-Exempt Notes is not includable in gross income of the owners of the Bonds and Tax-Exempt Notes, respectively, for Federal income tax purposes pursuant to Section 103 of the Code and is not treated as a preference item under Section 57 of the Code for purposes of computing the Federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the Federal alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

The Bonds and Tax-Exempt Notes will not be designated as "qualified tax-exempt obligations" as defined in and within the meaning of Section 265(b)(3) of the Code.

[Original Issue Premium]

[The Bonds maturing on February 1 in the years _____ through _____, inclusive (collectively, the "Premium Bonds") were purchased at a premium ("original issue premium") over the stated principal amounts of the Bonds. For Federal income tax purposes, original issue premium generally must be amortized over the term of the Premium Bonds. Amortizable bond premium is accounted for as reducing the tax-exempt interest on the Premium Bonds rather than creating a deductible expense or loss. Under Section 171(a)(2) of the Code, no deduction is allowed for the amortizable bond premium (determined in accordance with Section 171(b) of the Code) on tax-exempt bonds. Under Section 1016(a)(5) of the Code, however, an adjustment must be made to the purchaser's basis in the Premium Bonds to the extent of any amortizable bond premium that is disallowable as a

deduction under Section 171(a)(2) of the Code. Holders of the Premium Bonds should consult their tax advisors for an explanation of the bond premium amortization rules.]

[Original Issue Discount]

[Bond Counsel is also of the opinion that the difference between the stated principal amount of the Bonds maturing on February 1 in the years ____ through ____, inclusive (collectively, the "Discount Bonds") and their respective initial public offering prices to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which prices a substantial amount of the Discount Bonds of the same maturity and interest rate were sold, constitutes original issue discount which is treated as interest and is excludable from gross income for Federal income tax purposes to the same extent described above. In the case of any holder of the Discount Bonds, the amount of such original issue discount which is treated as having accrued with respect to the Discount Bonds is added to the cost basis of the holder in determining, for Federal income tax purposes, gain or loss upon disposition (including sale, redemption or payment at maturity). Holders of the Discount Bonds should consult their tax advisors for an explanation of the original issue discount rules.]

Additional Federal Income Tax Consequences Relating to Bonds and Tax-Exempt Notes

Prospective purchasers of the Bonds and Tax-Exempt Notes should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the Bonds and Tax-Exempt Notes, may have additional Federal income tax consequences for certain taxpayers, including, without limitation, taxpayers eligible for the earned income credit, recipients of certain Social Security and Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, financial institutions, property and casualty insurance companies, foreign corporations and certain S corporations. Prospective purchasers of the Bonds and Tax-Exempt Notes should also consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

State Taxation

Bond Counsel is further of the opinion that, under existing laws of the State, interest on the Bonds and Notes, and any gain on the sale thereof, is not includable in gross income of the holders thereof under the existing New Jersey Gross Income Tax Act, 1976 N.J. Laws c. 47, as amended.

Prospective Tax Law Changes

Federal, state or local legislation, administrative pronouncements or court decisions may affect the Federal tax-exempt status of interest on the Bonds and the Tax-Exempt Notes and the State tax-exempt status of interest on the Bonds and Notes, gain from the sale or other disposition of the Bonds and Notes, the market value of the Bonds and Notes, or the marketability of the Bonds and Notes. The effect of any legislation, administrative pronouncements or court decisions cannot be predicted. Prospective purchasers of the Bonds and Notes should consult their own tax advisors regarding such matters.

Other Tax Consequences

Except as described above, Bond Counsel expresses no opinion with respect to any Federal, state, local or foreign tax consequences of ownership of the Bonds and Notes. Bond Counsel renders its opinion under existing statutes, regulations, rulings and court decisions as of the date of issuance of the Bonds and Notes and assumes no obligation to update its opinion after such date of issuance to reflect any future action, fact, circumstance, change in law or interpretation, or otherwise. Bond Counsel expresses no opinion as to the effect, if any, on the tax status of the interest paid or to be paid on the Bonds and Notes as a result of any action hereafter taken or not taken in reliance upon an opinion of other counsel.

See APPENDIX C for the complete text of the proposed form of Bond Counsel's legal opinion with respect to the Bonds and APPENDIX D for the complete text of the proposed forms of Bond Counsel's legal opinions with respect to each series of the Notes.

ALL POTENTIAL PURCHASERS OF THE BONDS AND THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE) OF THE OWNERSHIP OF THE BONDS AND THE NOTES.

LEGALITY FOR INVESTMENT

The State and all public officers, municipalities, counties, political subdivisions and public bodies, and agencies thereof, all banks, bankers, trust companies, savings and loan associations, savings banks and institutional building and loan associations, investment companies, and other persons carrying on banking business, all insurance companies, and all executors, administrators, guardians, trustees, and other fiduciaries may legally invest any sinking funds, moneys or other funds belonging to them or within their control in any obligations of the Township, including the Bonds and Notes, and such Bonds and Notes are authorized security for any and all public deposits.

RISK TO HOLDERS OF BONDS AND NOTES

It is understood that the rights of the holders of the Bonds and Notes, and the enforceability thereof, may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Municipal Bankruptcy

THE TOWNSHIP HAS NOT AUTHORIZED THE FILING OF A BANKRUPTCY PETITION. THIS REFERENCE TO THE BANKRUPTCY CODE AND THE STATE STATUTE SHOULD NOT CREATE ANY IMPLICATION THAT THE TOWNSHIP EXPECTS TO UTILIZE THE BENEFITS OF THEIR PROVISIONS, OR THAT IF UTILIZED, SUCH ACTION WOULD BE APPROVED BY THE LOCAL FINANCE BOARD, OR THAT ANY PROPOSED PLAN WOULD INCLUDE A DILUTION OF THE SOURCE OF PAYMENT OF AND SECURITY FOR THE BONDS AND NOTES, OR THAT THE BANKRUPTCY CODE COULD NOT BE AMENDED AFTER THE DATE HEREOF.

The undertakings of the Township should be considered with reference to 11 U.S.C. §101 et seq., as amended and supplemented (the "Bankruptcy Code"), and other bankruptcy laws affecting creditors' rights and municipalities in general. The Bankruptcy Code permits the State or any political subdivision, public agency, or instrumentality that is insolvent or unable to meet its debts to commence a voluntary bankruptcy case by filing a petition with a bankruptcy court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of petitioner's creditors; provides that a petition filed under this chapter shall operate as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; grants priority to certain debts owed, and provides that the plan must be accepted in writing by or on behalf of creditors holding at least two-thirds in amount and more than one half in number of the allowed claims of at least one (1) impaired class. The Bankruptcy Code specifically does not limit or impair the power of a state to control by legislation or otherwise, the procedures that a municipality must follow in order to take advantage of the provisions of the Bankruptcy Code.

The Bankruptcy Code provides that special revenue acquired by the debtor after the commencement of the case shall remain subject to any lien resulting from any security agreement entered into by such debtor before the commencement of such bankruptcy case. However, special revenues acquired by the debtor after commencement of the case shall continue to be available to pay debt service secured by those revenues. Furthermore, the Bankruptcy Code provides that a transfer of property of a debtor to or for the benefit of any holder of a bond or note, on account of such bond or note, may be avoided pursuant to certain preferential transfer provisions set forth in such act.

Reference should also be made to N.J.S.A. 52:27-40 et seq. which provides that a local unit, including the Township, has the power to file a petition in bankruptcy with any United States Court or court in bankruptcy under the provisions of the Bankruptcy Code, for the purpose of effecting a plan of

readjustment of its debts or for the composition of its debts; provided, however, the approval of the Local Finance Board, as successor to the Municipal Finance Commission, must be obtained.

Remedies of Holders of Bonds or Notes (N.J.S.A. 52:27-1 et seq.)

If the Township defaults for over sixty (60) days in the payment of the principal of or interest on any bonds or notes outstanding, any holder of such bonds or notes may bring an action against the Township in the Superior Court of New Jersey (the "Superior Court") to obtain a judgment that the Township is so in default. Once a judgment is entered by the Superior Court to the effect that the Township is in default, the Municipal Finance Commission (the "Commission") would become operative in the Township. The Commission was created in 1931 to assist in the financial rehabilitation of municipalities which were in default in their obligations. The powers and duties of the Commission are exercised within the Division, which constitutes the Commission.

The Commission exercises direct supervision over the finances and accounts of any municipality which has been adjudged by the Superior Court to be in default of its obligations. The Commission continues in force in such municipalities until all bonds, notes or other indebtedness of the municipality which have fallen due, and all bonds or notes which will fall due within one (1) year (except tax anticipation or revenue anticipation notes), and the interest thereon, have been paid, funded or refunded, or the payment thereof has been adequately provided for by a cash reserve, at which time the Commission's authority over such municipality ceases. The Commission is authorized to supervise tax collections and assessments, to approve the funding or refunding of bonds, notes or other indebtedness of the municipality which the Commission has found to be outstanding and unpaid, and to approve the adjustment or composition of claims of creditors and the readjustment of debts under the Bankruptcy Code.

CERTIFICATES OF THE TOWNSHIP

Upon the delivery of the Bonds and Notes, the respective original purchasers shall receive a certificate, in form satisfactory to Bond Counsel and signed by officials of the Township, stating to the best knowledge of said officials, that this Official Statement as of its date did not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and stating, to the best knowledge of said officials, that there has been no material adverse change in the condition, financial or otherwise, of the Township from that set forth in or contemplated by this Official Statement to the date of issuance of the Bonds and Notes. In addition, the respective original purchasers of the Bonds and Notes shall also receive certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and Notes and receipt of payment therefor, and a certificate dated as of the date of the delivery of the Bonds and Notes, and signed by the officers who signed the Bonds and Notes, stating that no litigation is then pending or, to the knowledge of such officers, threatened to restrain or enjoin the issuance or delivery of the Bonds or Notes or the levy or collection of taxes to pay the principal of or interest on the Bonds or Notes, as applicable, or questioning the validity of the statutes or the proceedings under which the Bonds or Notes, as applicable, are issued, and that neither the corporate existence or boundaries of the Township, nor the title of any of the said officers of the Township to their respective offices, is being contested.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization, issuance, sale and delivery of the Bonds and Notes are subject to the approval of Bond Counsel, whose approving legal opinions will be delivered with the Bonds and Notes substantially in the forms set forth in APPENDIX C and APPENDIX D, respectively, hereto. Certain legal matters with respect to the Bonds and Notes will be passed on for the Township by its Township Attorney, Richard D. Trenk, Esq., of Trenk Isabel Siddiqi & Shahdanian P.C., Livingston, New Jersey (the "Township Attorney"). The various legal opinions to be delivered concurrently with the delivery of the Bonds and Notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

ADDITIONAL INFORMATION

Inquiries regarding this Official Statement, including information additional to that contained herein, may be directed to the Township of West Orange, John Gross, Business Administrator/Chief Financial Officer, 66 Main Street, West Orange, New Jersey 07052, (973) 325-4070; Everett M. Johnson, Esq., Bond Counsel, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095, (732) 855-6149; or Timothy S. Eismeier, Municipal Advisor, NW Financial Group, LLC, 2 Hudson Place, Hoboken, New Jersey 07030, (551) 655-7595.

MUNICIPAL ADVISOR

NW Financial Group, LLC, Hoboken, New Jersey has served as municipal advisor to the Township with respect to the issuance of the Bonds and the Notes (the "Municipal Advisor"). The Municipal Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement and the appendices hereto. The Municipal Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

LITIGATION [TOWNSHIP ATTORNEY SIGN OFF NEEDED]

To the knowledge of the Township Attorney, after due inquiry, there is no litigation of any nature now pending or threatened, restraining or enjoining the issuance or the delivery of the Bonds or Notes, respectively, offered for sale, or the levy and collection of any taxes to pay the principal of or the interest on said Bonds or Notes, respectively, or in any manner questioning the authority or the proceedings for the issuance of the Bonds or Notes, respectively, or for the levy or collection of taxes to pay the principal of and interest on the Bonds or Notes, or any action contesting the corporate existence or boundaries of the Township or the title of any of its present officers. Further, to the knowledge of the Township Attorney, [except as set forth in APPENDIX A under the section entitled "Pending Litigation",] there is no litigation presently pending or threatened against the Township that, in the opinion of the Township Attorney, would have a material adverse impact on the financial condition of the Township if adversely decided. The respective original purchasers of the Bonds and Notes will receive a certificate or an opinion of the Township Attorney to such effect upon the closing of the Bonds and Notes, respectively.

COMPLIANCE WITH SECONDARY MARKET DISCLOSURE REQUIREMENTS FOR THE BONDS

The Township has covenanted for the benefit of the holders of the Bonds and the beneficial owners of the Bonds to provide certain financial information and operating data of the Township on or prior to September 30 of each year and to comply with the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, and as detailed in a Continuing Disclosure Certificate (the "Bond Disclosure Certificate") to be executed on behalf of the Township by its Chief Financial Officer, in the form appearing in APPENDIX E attached hereto. Such Bond Disclosure Certificate shall be delivered concurrently with the delivery of the Bonds. Annual financial information, including operating data, and notices of events specified in the Rule, if material, shall be filed with the Municipal Securities Rulemaking Board (the "MSRB"). These covenants are being made by the Township to assist the hereinafter-defined Bond Underwriter in complying with the Rule.

The Township has entered into prior undertakings to provide continuing disclosure for certain outstanding issuances. In connection with such undertakings, the Township has filed audited financial statements and other financial documents with the MSRB's Electronic Municipal Market Access ("EMMA") website as required in accordance with the Rule. The Township has previously failed to timely file certain material event notices in connection with the incurrence of certain financial obligations. Such notices have since been filed. The Township has retained Digital Assurance Certification, LLC as dissemination agent in connection with its continuing disclosure obligations.

COMPLIANCE WITH SECONDARY MARKET DISCLOSURE REQUIREMENTS FOR THE NOTES

The Township has covenanted for the benefit of the holders of the Notes to provide notices of the occurrence of certain enumerated material events with respect to the Notes (the "Notices"), as set forth in Section (b)(5)(i)(C) of the Rule promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented. The Notices will be filed by, or on behalf of, the Township with the MSRB. The specific nature of the Notices will be detailed in a certificate (the "Note Disclosure Certificate") to be executed on behalf of the Township by its Director of the Department of Finance or Chief Financial Officer, in the form appearing in APPENDIX F hereto. Such Note Disclosure Certificate to be delivered concurrently with the delivery of the Notes. These covenants are being made by the Township to assist the hereinafter-defined Tax-Exempt Note Underwriter and Taxable Note Underwriter in complying with the Rule.

The Township has entered into prior undertakings to provide continuing disclosure for certain outstanding issuances. In connection with such undertakings, the Township has filed audited financial statements and other financial documents with EMMA as required in accordance with the Rule. The Township has previously failed to timely file certain material event notices in connection with the incurrence of certain financial obligations. Such notices have since been filed. The Township has retained Digital Assurance Certification, LLC as dissemination agent in connection with its continuing disclosure obligations.

PREPARATION OF OFFICIAL STATEMENT

Bond Counsel has participated in the preparation and review of this Official Statement, but has not participated in the collection of financial, statistical or demographic information contained in this Official Statement, nor has Bond Counsel verified the accuracy, completeness, or fairness thereof, and, accordingly, expresses no opinion or other assurance with respect thereto, but takes responsibility for the information contained under the heading entitled "TAX MATTERS" and the information provided in APPENDICES C and D hereto.

PKF O'Connor Davies, LLP, Cranford, New Jersey, Certified Public Accountants and Registered Municipal Accountants, the Auditor to the Township, has participated in the preparation of the information contained in this Official Statement but has not verified the accuracy, completeness, or fairness thereof, and, accordingly, expresses no opinion or other assurance with respect thereto, but has reviewed the section under the caption entitled "FINANCIAL STATEMENTS" and takes responsibility for the financial statements to the extent specified in the Independent Auditors' Report appearing in APPENDIX B hereto.

The Municipal Advisor has participated in the review of this Official Statement, and has participated in the collection of financial, statistical or demographic information contained in this Official Statement but has not verified the accuracy, completeness, or fairness thereof, and, accordingly, expresses no opinion or other assurance with respect thereto, but takes responsibility for the information contained under the heading entitled "MUNICIPAL ADVISOR" and expresses no opinion or other assurance other than that which is specifically set forth therein with respect thereto.

The Township Attorney has not participated in the preparation of the information contained in this Official Statement, nor has he verified the accuracy, completeness, or fairness thereof, and, accordingly, expresses no opinion or other assurance with respect thereto, but has reviewed the section under the caption entitled "LITIGATION" and "APPROVAL OF LEGAL PROCEEDINGS" (as it relates to the Township Attorney) and expresses no opinion or assurance other than that which is specifically set forth therein with respect thereto.

All other information has been obtained from sources which the Township considers to be reliable but it makes no warranty, guarantee or other representation with respect to the accuracy and completeness of such information.

RATINGS

S&P Global Ratings, acting through Standard & Poor's Financial Services LLC (the "Rating Agency"), has assigned a rating of "____" to the Bonds, and a short-term rating of "____" to the Notes.

An explanation of the significance of the ratings on the Bonds and Notes may be obtained from the Rating Agency. Such ratings reflect only the views of the Rating Agency, and there is no assurance that the ratings will continue for any period of time or that they will not be revised or withdrawn entirely, if in the judgment of the Rating Agency, circumstances so warrant. Any revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds and Notes, as applicable. Except as set forth in the Bond Disclosure Certificate and the Note Disclosure Certificate, the Township has not agreed to take any action with respect to any proposed rating changes or to bring the rating changes, if any, to the attention of the owners of the Bonds and Notes.

UNDERWRITING

The Bonds have been purchased from the Township at a public sale by _____ (the "Bond Underwriter") at a price of \$ _____. The purchase price of the Bonds reflects the par amount of Bonds (\$ _____), less a Bond Underwriter's discount of \$ _____, plus a[n] [net] original issue premium of \$ _____.

The Tax-Exempt Notes have been purchased from the Township at a public sale by _____ (the "Tax-Exempt Note Underwriter") at a price of \$ _____. The purchase price of the Tax-Exempt Notes reflects the par amount of Tax-Exempt Notes (\$ _____), less a Tax-Exempt Underwriter's discount of \$ _____, plus a[n] [net] original issue premium of \$ _____.

The Taxable Notes have been purchased from the Township at a public sale by _____ (the "Taxable Note Underwriter") at a price of \$ _____. The purchase price of the Taxable Notes reflects the par amount of Taxable Notes (\$ _____), less a Taxable Underwriter's discount of \$ _____.

The Bond Underwriter intends to offer the Bonds to the public initially at the offering yields set forth on the inside front cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Bond Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The Bond Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investments trusts) at yields higher than the public offering yields set forth on the inside front cover page of this Official Statement, and such yields may be changed, from time to time, by the Bond Underwriter without prior notice.

The Tax-Exempt Note Underwriter may offer and sell the Tax-Exempt Notes to certain dealers (including dealers depositing the Tax-Exempt Notes into investment trusts) at a yield higher than the public offering yield stated on the front cover page hereof.

FINANCIAL STATEMENTS [AUDITOR SIGN OFF NEEDED]

The comparative balance sheets – regulatory basis of the various funds of the Township as of and For the years ended December 31, 2022 and 2021, and the related comparative statement of operations and changes in fund balance – regulatory basis, statement of revenues – regulatory basis and statement of appropriations – regulatory basis, of the Current Fund, and the related statement of changes in Fund Balance – regulatory basis, of the General Capital Fund, for the years then ended, together with the related Notes to the Financial Statements for the years then ended, are presented in APPENDIX B to the Official Statement. The financial statements referred to above have been audited by PKF O'Connor Davies, LLP, Cranford, New Jersey, independent auditor, as stated in its report appearing in APPENDIX B.

MISCELLANEOUS

All quotations from summaries and explanations of the provisions of the laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilation thereof.

This Official Statement is not to be construed as a contract or an agreement between the Township and any purchasers or holders of any of the Bonds or Notes. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Bonds or Notes made hereunder shall, under any circumstances, create any implication that there have been no changes in the affairs of the Township, the State or any of their agencies or authorities, since the date hereof.

This Official Statement has been duly executed and delivered on behalf of the Township by its Chief Financial Officer.

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

**JOHN GROSS,
Chief Financial Officer**

DATED: October _____, 2023

APPENDIX A

CERTAIN GENERAL INFORMATION CONCERNING THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY

APPENDIX B

INDEPENDENT AUDITOR'S REPORT AND AUDITED FINANCIAL STATEMENTS

APPENDIX C

FORM OF APPROVING LEGAL OPINION FOR THE BONDS

APPENDIX D

FORMS OF APPROVING LEGAL OPINIONS FOR THE NOTES

RECEIVED

REPORT OF THE BOARD OF DIRECTORS

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE BONDS

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE FOR THE FUND

**RESOLUTION AUTHORIZING EMERGENCY AWARD OF REFUSE AND RECYCLING
COLLECTION SERVICE CONTRACT TO SUBURBAN DISPOSAL, INC. PENDING BIDDING
AND AWARD OF NEW REFUSE AND RECYCLING COLLECTION CONTRACT**

WHEREAS, the Township of West Orange (the “Township”) approved Resolution 179-2018 on July 17, 2018 awarding a contract for Township Refuse and Recycling Collection Service to Suburban Disposal, Inc. for the period of September 10, 2018 through September 9, 2023; and

WHEREAS, the Township prepared Bid Specifications for Township Refuse and Recycling Collection Service (the “Specifications”) and submitted those Specifications to the State of New Jersey Office of the State Comptroller (the “State”) for review prior to bidding a new, multi-year contract for those services (the “New Refuse Contract”);

WHEREAS, the Township’s Refuse and Recycling Collection Service contract with Suburban Disposal Inc. expired on September 9, 2023 (the “Suburban Contract”);

WHEREAS, the Township is still awaiting the State to complete its review of the Specifications before bidding the New Refuse Contract;

WHEREAS, given the expiration of the Suburban Contract and the absence of an award of the New Refuse Contract, the Township is not party to a binding contract for the collection and disposal of solid waste and recycling materials;

WHEREAS, pursuant to the emergency contract provisions of the Local Public Contract Law (N.J.S.A. § 40A:11-6), the Director of the Township’s Health & Welfare Department determined that the absence of any contract providing for the collection and disposal of solid waste and recycling materials within the Township constitutes an emergency threatening the health, safety and welfare of the public

WHEREAS, pursuant to the emergency contract provisions of the Local Public Contract Law (N.J.S.A. § 40A:11-6), the Mayor determined that the absence of any contract providing for the collection and disposal of solid waste and recycling materials within the Township constitutes an emergency threatening the health, safety and welfare of the public;

WHEREAS, the emergency has arisen notwithstanding the Township’s good faith efforts to plan for the purchase of the required services by preparing the necessary bid specifications for State approval;

WHEREAS, the Mayor has directed the Purchasing Agent to secure a temporary contract with Suburban Disposal, Inc. to provide for the continued collection and disposal of solid waste and recycling materials until the Township can bid and award the New Refuse Contract;

WHEREAS, the Township has negotiated a temporary contract with Suburban Disposal, Inc. which carries over the terms of the Suburban Contract with certain minor modifications, attached hereto as Exhibit “A” (the “Gap Period Contract”);

WHEREAS, the Council of the Township does hereby award the Gap Period Contract to Suburban Disposal, Inc.; and

NOW, BE IT HEREBY RESOLVED, that the Mayor and Municipal Clerk are hereby authorized to execute and attest to the execution of all appropriate documents to effectuate the award of this emergency Gap Period Contract.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Tammy Williams, Council President

Adopted: October 10, 2023

EXHIBIT "A"

**TOWNSHIP OF WEST ORANGE
DIVISION OF PURCHASING**



**TEMPORARY CONTRACT FOR
COLLECTION OF SOLID WASTE AND RECYCLING**

September , 2023

Definitions:

“Blended Market Value” means a formula established by the Market for Recyclable Materials that results in a simplified, single pricing system that includes specific pricing components for each Recyclable Material based on monthly Market Index publications and is able to be adjusted in response to market conditions.

“Designated Recyclable Material” means those materials outlined as per the West Orange Recycling Ordinances and any amendments thereto. It refers to, but is not limited to, material generally consisting of Co-Mingled Material and Fiber.

“Market” shall mean a location to which the Contractor delivers recyclable materials as required under this temporary contract for processing into a form that can be recycled as defined in N.J.S.A. 13:1E-99.11, et. seq.

“Market Index” shall mean the average sales price received by the Contractor from a market or markets of each material for the prior month as evidenced by receipts received by the Contractor for that period.

“Net Market Price” shall mean the net value of those recyclable materials delivered to the Market after adjusting the total Blended Market Value minus the Processing Fee.

“Processing Fee” means the cost associated with the sorting of Single Stream recyclable materials.

“Recyclable Material” means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products as described within the Recycling Ordinance for the Township of West Orange.

Terms and Conditions:

1. All terms and conditions of the expired Solid Waste and Recycling Contract between the Township of West Orange (Township) and Suburban Disposal, Inc. (Contractor), attachment #2, are hereby incorporated by reference and are effective throughout the term of this temporary contract except as noted herein.
2. This temporary contract shall be in effect beginning October 1, 2023 and shall be automatically renewed monthly until terminated by the Township with at least 30 days' notice to the Contractor.

Changes to Existing Terms and Conditions in Effect During This Temporary Contract:

1. During the term of this temporary contract, the Contractor shall submit a bill by the 15th of each month for 100% of the Net Market Price of Designated Recyclable Materials collected from the Township during the prior month as billed to the Contractor by the Market.
2. Should the Market for Designated Recyclable Materials result in a positive value, the Contractor shall pay the Township 100% of the value received for the marketing of Recyclable Materials during the prior month.
3. Billings shall be substantively similar in format to Attachment #1 of this document wherein the net cost/value of the Recyclable Materials is provided by the Market.

Signatures

Susan McCartney, Mayor date

Suburban Disposal, Inc. date

Karen Carnevale, Municipal Clerk date

Suburban Disposal, Inc. date

Commodity	Current Value	Commodity Composition (%)	Commodity Blended Value (\$)
Aluminum Cans	\$	%	\$
Steel Cans	\$	%	\$
Natural HDPE	\$	%	\$
Colored HDPE	\$	%	\$
PET	\$	%	\$
PP	\$	%	\$
Mixed Broken Glass	\$	%	\$
OCC	\$	%	\$
Mixed Paper	\$	%	\$
Residue	\$	%	\$
Total Commodity Blended Value		100.0%	\$
Processing Fee			
Net Market Value (Rebate or Fee) See Next Page			

Attachment #1

RESOLUTION

Whereas, the Township of West Orange

(formal name of organization)

desires to apply for and obtain a grant from the New Jersey Department of Community Affairs

for approximately \$110,000.00 to carry out a project

(dollar amount of request)

For improvements to Degnan Field in West Orange, NJ.

(briefly describe the project)

Be it therefore RESOLVED,

1) that the Township of West Orange

(formal name of organization)

does hereby authorize the application for such a grant; and,

2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between

the Township of West Orange

(formal name of organization)

and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(signature)

Susan McCartney

(type or print name)

Mayor

(title)

(signature)

Karen J. Carnevale

(type or print name)

Municipal Clerk

(title)

CERTIFICATION:

I, Karen J. Carnevale, the Municipal Clerk,

(name of Board Secretary / Government Clerk)

(title of position - Board Secretary or Government Clerk)

of Township of West Orange

(formal name of organization)

hereby certify that at a meeting of the Governing Body held on 10/10/2023

(meeting date)

the above *RESOLUTION* was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(12/03)

(Signature of Secretary of the Board of Directors or Government Clerk)

October 10, 2023

RESOLUTION

WHEREAS, on August 15, 2017, the Township Council adopted Resolution #176-17 authorizing the use of competitive contracting pursuant to N.J.S.A. § 40A:11-4.3 of the Local Public Contracts Law (“LPCL”) for the procurement of a Contract for Extra Duty Management Services for the West Orange Police Department; and

WHEREAS, N.J.S.A. § 40A:11-4.3(a) of the LPCL provides that Resolution #176-17 remains effective for purposes of procuring the present Contract for Extra Duty Management Services for the West Orange Police Department; and

WHEREAS, on August 3, 2023, the Township issued and advertised a Request for Competitive Contracting Proposals for Extra Duty Management Services (the “RFP”); and

WHEREAS, on or about August 23, 2023, the Township received three proposals in response to the RFP, including a proposal from Hart Halsey, LLC, doing business as Extra Duty Solutions (“EDS”) with offices at 1 Waterview Dr., Suite 101, Shelton CT 06484 in response to the RFP (the “EDS Proposal”); and

WHEREAS, pursuant to the LPCL and the New Jersey Administrative Code, the Township formed an evaluation committee (the “Evaluation Committee”) to review and score the proposals; and

WHEREAS, one of the three proposals was rejected pursuant to N.J.S.A. § 40A:11-23.2 due to a fatal, non-waivable defect in that proposal, namely the failure to properly complete a mandatory form required by the RFP; and

WHEREAS, the EDS Proposal was complete and responsive to the RFP and demonstrated a clear understanding of the scope of the work and the Township’s objectives; and

WHEREAS, EDS has performed in a satisfactory manner over the past five years while providing the same services to the Township; and

WHEREAS, the EDS Proposal provided for EDS’s administrative fee to be charged to vendors/parties utilizing extra duty services from the West Orange Police Department, at a flat fee rate of 5% of the officers’ gross pay for all extra duty work and cruiser fees; and

WHEREAS, the EDS Proposal also provides that customers paying by credit card will be charged an additional 3.0% fee, and customers who have previously paid invoices late (past

30 days) or choose to not fund an escrow account, will be charged the current EDS administrative fees (as set forth in EDS's prior contract with the Township and repeated in the EDS Proposal) rather than the 5% flat fee; and

WHEREAS, the Evaluation Committee has issued a report scoring the proposals with respect to technical, management and cost criteria and recommending that the Township award the Contract for Extra Duty Management Services to EDS as set forth within its Evaluation Report; and

WHEREAS, EDS has agreed to the terms set forth in this proposed Agreement annexed hereto as Exhibit "A."

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 the Contract for Extra Duty Management Services for the West Orange Police Department annexed hereto as Exhibit "A;" and

BE IT FURTHER RESOLVED that the Clerk be and is hereby authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be made available during normal business hours in the Clerk's Office.

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

Tammy Williams,
Council President

**AGREEMENT FOR EXTRA DUTY MANAGEMENT
SERVICES FOR THE WEST ORANGE POLICE DEPARTMENT**

THIS AGREEMENT made and entered into on this 10th day of October, 2023 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “**TOWNSHIP**”, party of the first part, and **HART HALSEY, LLC**, a Connecticut limited liability company doing business as **EXTRA DUTY SOLUTIONS** with offices located at 1 Waterview Dr., Suite 101, Shelton CT 06484, hereinafter referred to as “**EDS**”, party of the second part.

WITNESSETH THAT:

WHEREAS, on August 15, 2017, the Township Council adopted Resolution #176-17 authorizing the use of competitive contracting pursuant to N.J.S.A. § 40A:11-4.3 for the procurement of a Contract for Extra Duty Management Services for the West Orange Police Department; and

WHEREAS, N.J.S.A. § 40A:11-4.3(a) of the LPCL provides that Resolution #176-17 remains effective for purposes of procuring the present Contract for Extra Duty Management Services for the West Orange Police Department; and

WHEREAS, on August 3, 2023, the Township issued and advertised a Request for Competitive Contracting Proposals for Extra Duty Management Services (the “RFP”), annexed hereto as Exhibit “A;” and

WHEREAS, on or about August 23, 2023, the Township received three proposals in response to the RFP, including a proposal from Hart Halsey, LLC, doing business as Extra Duty Solutions (“EDS”) with offices at 1 Waterview Dr., Suite 101, Shelton CT 06484 in response to the RFP (the “EDS Proposal”); and

WHEREAS, the EDS Proposal is annexed hereto as Exhibit “**B**,”; and

WHEREAS, the EDS Proposal includes Section C captioned “Cost Criteria” whereby EDS set forth the following pricing schedule and administrative fee:

[] EDS will simply charge a flat 5% fee off the officers’ gross pay for all extra duty work, and cruiser fees. This fee is charged to the customer (whoever is paying for the detail). EDS does not charge for program configuration, in-person training, implementation, training, travel, or insurance. This fee structure is valid for five years. EDS does not levy extra fees to vendors for up front/escrow payments or payments by check. Nor does it charge the full scheduled fees on detail modifications or cancelations -- just the cancelation hours minimum the officers and Township charges.

Fee Category	Percentage of Hourly Rate or Fee	Notes
EDS Administrative	5%	Flat fee applied on top of officer pay and cruiser fee
Check Pre-Pay	0%	EDS does not charge customers for these payment methods
Check	0%	
ACH/Wire	0%	
Detail Modification	0%	[EDS] do[es] not charge for scheduling changes
Detail Cancellation	0%	
In-Person Training	\$0	Conducted when and where [Township] require[s].
On-Duty Software	0%	EDS will provide on-duty scheduling software to WOPD at no charge if wanted

Customers paying by credit card will be charged an additional 3.0% fee. Customers who have previously paid invoices late (past 30 days) or choose to not fund an escrow account, will be charged our current EDS administrative fees (displayed above) rather than the 5% flat fee.

****The “current EDS administrative fees” referenced in the excerpt above are as follows:**

WOPD Rates/hr	EDS Admin Fee.
Officer \$28.00	\$4.00
Officer \$41.00	\$4.10
Officer \$75.00	\$6.38
Officer \$90.00	\$7.65
Cruiser	\$0.43

and

WHEREAS, the Township formed an evaluation committee (the “Evaluation Committee”) to review all proposals received in response to its RFP; and

WHEREAS, one of the three proposals was rejected pursuant to N.J.S.A. § 40A:11-23.2 due to a fatal, non-waivable defect in that proposal, namely the failure to properly complete a mandatory form required by the RFP; and

WHEREAS, the EDS Proposal was complete and responsive to the RFP and demonstrated a clear understanding of the scope of the work and the Township’s objectives; and

WHEREAS, EDS has performed in a satisfactory manner over the past five years while providing the same services to the Township; and

WHEREAS, the EDS Proposal provided for EDS’s administrative fee to be charged to vendors/parties utilizing extra duty services from the West Orange Police Department, at a flat fee rate of 5% of the officers’ gross pay for all extra duty work and cruiser fees; and

WHEREAS, the Evaluation Committee has issued a report scoring the proposals with respect to technical, management and cost criteria and recommending that the Township award the Contract for Extra Duty Management Services to EDS as set forth within its Evaluation Report; and

WHEREAS, the Township and EDS have agreed to the terms set forth in this Agreement.

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

1. INCORPORATION BY REFERENCE TO RFP AND PROPOSAL. EDS hereby agrees to provide the services and other covenants set forth in the Township’s RFP, annexed hereto as Exhibit “**A**,” and set forth in the EDS Proposal, annexed hereto as Exhibit “**B**.” In the

event that a conflict or inconsistency exists between the RFP and the EDS Proposal, the RFP shall govern unless the Township provides written notice to EDS that a provision of the EDS Proposal shall govern over the provision in the RFP.

2. **TERM.** This Agreement shall commence on November 1, 2023 and continue for a period of thirty-six (36) months (the “Initial Term”). The Township will have to option of extending the term of this Agreement for an additional twenty-four (24) months (the “Extension”). Unless the Township provides notice to EDS to the contrary, the Extension shall automatically commence upon the end of the Initial Term. Consistent with the RFP, the Township may, at any time during the term of this Agreement, terminate the Agreement by providing thirty (30) days written notice to EDS.

3. **PRICING.** EDS shall be entitled to the fees consistent with and set forth in Section C of the EDS Proposal.

4. **ENTIRE AGREEMENT.** This Agreement and exhibits hereto constitute the entire agreement between the parties. To the extent any of the terms in this Agreement conflict with any previous agreement or contract between the parties, the terms of this Agreement prevail. No variations or modifications of or amendments to the terms of this Agreement shall be binding unless reduced to writing and signed by the parties hereto and approved by the Township Council.

5. **CONSTRUCTION.** The laws of the State of New Jersey shall govern the interpretation, construction and performance of this Agreement. The parties agree that any and all disputes that arise under this Agreement will fall within the jurisdiction of the Superior Court of the State of New Jersey with venue in Essex County, New Jersey.

6. **CAPTIONS.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

7. **NOTICES.** All notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or by any overnight delivery service to the parties at the following addresses:

A. If to the Township, at their address set forth in the heading to this Agreement to the attention of the Business Administrator, with a copy to Franklin Barbosa, Jr., Esq., Schenck, Price, Smith & King, LLP, 220 Park Avenue, Florham Park, New Jersey 07932.

B. If to the EDS, at their address set forth in the heading to this Agreement to the attention of Rich Milliman, EDS, 1 Waterview Dr., Suite 101, Shelton CT 06484.

C. Any party may change the notice address by written notice to the other party.

8. **REMEDIES.** The parties agree that if EDS defaults on its obligations under this Agreement, the Township shall have the right to exercise any or all of the remedies enumerated in Section VII of the RFP captioned "Termination of Contract."

9. **INDEMNIFICATION.** In addition, the parties agree that any or all of the provisions, including, but not limited to the indemnification provision apply to this Agreement.

10. **SEVERABILITY.** The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of applicable law, the same shall be deemed to be severable and shall not affect the validity of any other clause or provision of this Agreement and such other clauses and provisions shall remain in full force and effect.

11. **GENDER.** As used in this Agreement, the masculine gender shall include the feminine or neuter genders, the neuter gender shall include the masculine or feminine genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

12. **MISCELLANEOUS.**

A. Each person signing this Agreement warrants that he/she has fully authority to execute this Agreement and bind the party on whose behalf he/she has signed to the terms hereof.

B. This Agreement may be executed in two or more counterparts, and when all counterparts have been executed, each executed counterpart will have the force and effect of the original. Each party to this Agreement may sign and deliver to the other party(ies) a facsimile copy of this Agreement, in counterparts, or with a conformed signature of EDS with the same effect as if each party had signed and delivered to the other party(ies) an original of the same document.

C. This Agreement shall not bind the Township until and unless approved and authorized by the Township Council and executed by the Mayor.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C.

By: _____
SUSAN MCCARTNEY, MAYOR

WITNESS:

HART HALSEY, LLC

By: _____
Rich Milliman, CEO

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a registered municipal accountant with the Municipal Clerk as per the requirements of N.J.S. 40A; 5-5, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments

Recommendations

And

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments

Recommendations

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolutions of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Township of West Orange, hereby states that it has complied with the promulgations of Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I hereby certify that this is a true copy of the resolution passed at the meeting held on **October 10, 2023**.

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

Tammy Williams
Council President

Adopted: October 10, 2023

xxx-23

GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

We, members of the governing body of the Township of West Orange, County of Essex, of full age, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of West Orange.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Municipal Clerk pursuant to the N.J.S.A. 40A:5-6 for the year 2022.
3. We certify that we have personally reviewed and are familiar with, at a minimum the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

Council President Tammy Williams (L.S.)

Councilwoman Michelle Casalino (L.S.)

Councilwoman Asmeret Ghebremicael (L.S.)

Councilman Bill Rutherford (L.S.)

Councilwoman Susan Scarpa (L.S.)

Sworn to and subscribed before me this 10th day of October, 2023.

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

The Municipal Clerk shall set forth the reason for the absence of signature of any member of the Governing Body

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A 40A: 11-1), for the Ashwood Terrace and William Street Rehabilitation from Franklin Avenue to Main Street Project; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive seven bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Assistant Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Ashwood Terrace and William Street Rehabilitation from Franklin Avenue to Main Street Project be awarded to:

**REGGIO CONSTRUCTION INC.
416 E. CENTRAL BOULEVARD
PALISADES PARK, NEW JERSEY 07650**

in the amount of \$380,750.00

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

BE IT FURTHER RESOLVED that the award is contingent upon the Federal clearance of the contractor by the Essex County Division of Housing and Community Development.

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

Tammy Williams, Council President

Adopted: October 10, 2023

I hereby certify funds are available from:

**ACCOUNT NO. 2022 CDBG \$120,000.00
Capital Budget 2023 \$260,750.00
Acct No.**

John O. Gross, Chief Financial Officer

PROJECT NO. _____ BIDS RECEIVED ON: OCTOBER 3, 2023

BASE BID TOTALS:

BID ALTERNATE - RESURFACING OF WILLIAM STREET FROM EDISON MIDDLE SCHOOL TO MAIN STREET																			
ITEM NO.	Description of Items	Unit Measure	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A-1	FUEL PRICE ADJUSTMENT	DOLL	900	\$1.00	\$900.00	\$1.00	\$900.00	\$1.00	\$900.00	\$1.00	\$900.00	\$1.00	\$900.00	\$1.00	\$900.00	\$1.00	\$900.00	\$1.00	\$900.00
A-2	ASPHALT PRICE ADJUSTMENT	DOLL	1,100	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00
A-3	REMOVE EXISTING CURB	LF	1,400	\$1.00	\$1,400.00	\$1.00	\$1,400.00	\$1.00	\$1,400.00	\$1.00	\$1,400.00	\$10.00	\$14,000.00	\$10.00	\$14,000.00	\$10.00	\$14,000.00	\$10.00	\$14,000.00
A-4	REMOVE EXISTING CONCRETE WALKS AND APRONS	SY	300	\$1.00	\$300.00	\$1.00	\$300.00	\$1.00	\$300.00	\$1.00	\$300.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00	\$15.00	\$4,500.00
A-5	RESET PAVERS	SY	100	\$83.59	\$8,359.00	\$88.00	\$8,800.00	\$125.00	\$12,500.00	\$60.00	\$6,000.00	\$40.00	\$4,000.00	\$120.00	\$12,000.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00
A-6	HMA MILLING, 3" OR LESS	SY	2,400	\$6.00	\$14,400.00	\$6.56	\$15,744.00	\$5.00	\$12,000.00	\$7.00	\$16,800.00	\$7.00	\$16,800.00	\$6.00	\$14,400.00	\$10.00	\$24,000.00	\$10.00	\$24,000.00
A-7	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TN	300	\$123.00	\$36,900.00	\$99.25	\$29,775.00	\$102.70	\$30,810.00	\$120.00	\$36,000.00	\$100.00	\$30,000.00	\$115.00	\$34,500.00	\$110.00	\$33,000.00	\$150.00	\$45,000.00
A-8	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	TN	50	\$1.00	\$50.00	\$0.01	\$0.50	\$100.00	\$5,000.00	\$1.00	\$50.00	\$100.00	\$5,000.00	\$30.00	\$1,500.00	\$125.00	\$6,250.00	\$125.00	\$6,250.00
A-9	RECONSTRUCTED INLET, TYPE 'B', USING NEW CASTING	UN	3	\$1,500.00	\$4,500.00	\$1,950.00	\$5,850.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00	\$3,500.00	\$10,500.00	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00	\$3,500.00	\$10,500.00
A-10	RECONSTRUCTED DRAINAGE MANHOLE, USING NEW CASTING	UN	1	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00	\$1,650.00	\$1,650.00	\$900.00	\$900.00	\$2,500.00	\$2,500.00
A-11	CONCRETE SIDEWALK, 4" THICK	SY	210	\$85.00	\$17,850.00	\$94.60	\$19,866.00	\$98.00	\$20,580.00	\$81.00	\$17,010.00	\$85.00	\$17,850.00	\$125.00	\$26,250.00	\$72.00	\$15,120.00	\$125.00	\$26,250.00
A-12	HMA WALKWAY, 2" THICK (INCLUDES REMOVAL OF EXISTING)	SY	220	\$35.00	\$7,700.00	\$35.00	\$7,700.00	\$45.00	\$9,900.00	\$50.00	\$11,000.00	\$35.00	\$7,700.00	\$33.00	\$7,260.00	\$90.00	\$19,800.00	\$65.00	\$14,300.00
A-13	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	80	\$95.00	\$7,600.00	\$100.00	\$8,000.00	\$125.00	\$10,000.00	\$90.00	\$7,200.00	\$90.00	\$7,200.00	\$130.00	\$10,400.00	\$81.00	\$6,480.00	\$135.00	\$10,800.00
A-14	GRANITE BLOCK CURB	LF	1,400	\$36.00	\$50,400.00	\$40.00	\$56,000.00	\$40.00	\$56,000.00	\$40.00	\$56,000.00	\$37.00	\$51,800.00	\$40.00	\$56,000.00	\$40.00	\$56,000.00	\$55.00	\$77,000.00
A-15	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WIDE	LF	800	\$2.00	\$1,600.00	\$2.75	\$2,200.00	\$3.50	\$2,800.00	\$3.00	\$2,400.00	\$3.00	\$2,400.00	\$2.50	\$2,000.00	\$2.00	\$1,600.00	\$2.00	\$1,600.00
A-16	TRAFFIC MARKINGS, THERMOPLASTIC	SF	80	\$8.00	\$640.00	\$8.25	\$660.00	\$8.50	\$680.00	\$10.00	\$800.00	\$8.00	\$640.00	\$10.00	\$800.00	\$10.00	\$800.00	\$10.00	\$800.00
A-17	RESET WATER VALVE BOX	UN	1	\$1.00	\$1.00	\$0.01	\$0.01	\$50.00	\$50.00	\$1.00	\$1.00	\$10.00	\$10.00	\$20.00	\$20.00	\$50.00	\$50.00	\$25.00	\$25.00
A-18	TOPSOIL SPREADING, 4" THICK	SY	200	\$1.00	\$200.00	\$0.01	\$2.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00	\$3.00	\$600.00	\$3.00	\$600.00	\$8.00	\$1,600.00	\$10.00	\$2,000.00
A-19	FERTILIZING AND SEEDING, TYPE 'G'	SY	200	\$1.00	\$200.00	\$0.01	\$2.00	\$2.00	\$400.00	\$2.00	\$400.00	\$1.00	\$200.00	\$2.00	\$400.00	\$1.00	\$200.00	\$2.00	\$400.00
A-20	STRAW MULCHING	SY	200	\$1.00	\$200.00	\$0.01	\$2.00	\$0.01	\$2.00	\$2.00	\$400.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$2.00	\$400.00
BID ALTERNATE TOTALS:					\$155,200.00		\$159,301.51		\$172,622.00		\$166,561.00		\$177,400.00		\$191,930.00		\$204,500.00		\$257,325.00
BASE BID + BID ALTERNATE TOTALS:					\$380,750.00		\$384,217.31		\$423,125.20		\$428,019.00		\$458,444.00		\$480,800.00		\$486,620.00		\$616,525.00

October 10, 2023

RESOLUTION

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A 40A: 11-1), for the Valley Road Rehabilitation from Freeman Street to Kingsley Street Project; and

WHEREAS, at the date, time and place advertised for the opening of said bids, the Township did receive seven bids; and

WHEREAS, the Township Engineer reported that the successful bidder has strictly complied with the bid specifications and is the lowest responsible bidder; and

WHEREAS, the Township Council of the Township of West Orange has considered said bids and has further considered the recommendation of the Assistant Township Engineer as to the award of said bid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the contract for the Valley Road Rehabilitation from Freeman Street to Kingsley Street Project be awarded to:

**REGGIO CONSTRUCTION INC.
416 E. CENTRAL BOULEVARD
PALISADES PARK, NEW JERSEY 07650**

in the amount of \$455,200.00 .

BE IT FURTHER RESOLVED that Certified Checks and/or Bid Bonds of all except the lowest responsible bidder be forthwith returned, and the Mayor and Township Clerk be and they hereby are respectively authorized to execute and attest a contract for the foregoing.

BE IT FURTHER RESOLVED that the award is contingent upon the Federal clearance of the contractor by the Essex County Division of Housing and Community Development.

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

Tammy Williams, Council President

Adopted: October 10, 2023

I hereby certify funds are available from:

**ACCOUNT NO. 2022 CDBG \$155,000.00
Capital Budget 2023 \$300,200.00
Acct No.**

John O. Gross, Chief Financial Officer

2022 CDBG

Valley Road Rehabilitation from Freeman St. to Kingsley St.

PROJECT NO. _____ BIDS RECEIVED ON: October 3, 2023

				1		2		3		4		5		6		7	
Awarded By Township of West Orange on:				Reggio Construction, Inc. 416 E. Central Blvd. Palisades Park, N.J. 07650		American Asphalt & Trucking 818 Summer Avenue Newark, N.J. 07104		D&L Paving Contractors 675 Franklin Avenue Nutley, N.J. 07110		D.L.S. Contracting, Inc. 36 Montesano Road Fairfield, N.J. 07004		A&J Contractors Group 105 Federal Road Monroe Twsp., N.J. 08831		Cifelli and Son General Constr. 81 Franklin Avenue Nutley, N.J. 07110		Zuccaro, Inc. 64 Commerce Street Garfield, N.J. 07026	
				LOW BIDDER													
Corrected Total Post Bid Opening in Yellow		Unit Measure	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ITEM NO.	Description of Items																
1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$1,000.00	\$ 1,000.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$25,000.00	\$25,000.00
2	POLICE TRAFFIC DIRECTOR, MUNICIPAL POLICE ALLOWANCE	DOLL	1	\$50,000.00	\$ 50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
3	FUEL PRICE ADJUSTMENT	DOLL	3,500	\$1.00	\$ 3,500.00	\$1.00	\$3,500.00	\$1.00	\$3,500.00	\$1.00	\$3,500.00	\$1.00	\$3,500.00	\$1.00	\$3,500.00	\$1.00	\$3,500.00
4	ASPHALT PRICE ADJUSTMENT	DOLL	4,400	\$1.00	\$ 4,400.00	\$1.00	\$4,400.00	\$1.00	\$4,400.00	\$1.00	\$4,400.00	\$1.00	\$4,400.00	\$1.00	\$4,400.00	\$1.00	\$4,400.00
5	CLEARING SITE, MOBILIZATION, DEMOBILIZATION	LS	1	\$6,583.00	\$ 6,583.00	\$20,260.00	\$20,260.00	\$7,500.00	\$7,500.00	\$19,429.00	\$19,429.00	\$2,000.00	\$2,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
6	REMOVE EXISTING CURB	LF	1,400	\$1.00	\$ 1,400.00	\$0.01	\$14.00	\$1.00	\$1,400.00	\$5.00	\$7,000.00	\$1.00	\$1,400.00	\$10.00	\$14,000.00	\$10.00	\$14,000.00
7	REMOVE EXISTING CONCRETE WALKS AND APRONS	SY	800	\$1.00	\$ 800.00	\$0.01	\$8.00	\$2.00	\$1,600.00	\$10.00	\$8,000.00	\$1.00	\$800.00	\$10.00	\$8,000.00	\$15.00	\$12,000.00
8	REMOVE EXISTING PAVERS	SY	120	\$1.00	\$ 120.00	\$0.01	\$1.20	\$2.00	\$240.00	\$10.00	\$1,200.00	\$1.00	\$120.00	\$10.00	\$1,200.00	\$15.00	\$1,800.00
9	EVACUATION, TEST PIT (IF AND WHERE DIRECTED)	CY	10	\$1.00	\$ 10.00	\$0.01	\$0.10	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$1.00	\$10.00	\$40.00	\$400.00	\$200.00	\$2,000.00
10	EVACUATION, UNCLASSIFIED (IF AND WHERE DIRECTED)	CY	50	\$1.00	\$ 50.00	\$0.01	\$0.50	\$1.00	\$50.00	\$50.00	\$2,500.00	\$1.00	\$50.00	\$30.00	\$1,500.00	\$200.00	\$10,000.00
11	DENSE GRADED AGGREGATED BASE COURSE, 6" THICK (IF AND WHERE DIRECTED)	CY	25	\$1.00	\$ 25.00	\$1.00	\$25.00	\$1.00	\$25.00	\$40.00	\$1,000.00	\$60.00	\$1,500.00	\$10.00	\$250.00	\$35.00	\$875.00
12	HMA MILLING, 3" OR LESS	SY	9,000	\$5.00	\$ 45,000.00	\$4.25	\$38,250.00	\$4.57	\$41,130.00	\$4.25	\$38,250.00	\$7.00	\$63,000.00	\$4.50	\$40,500.00	\$8.00	\$72,000.00
13	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	1,200	\$100.00	\$ 120,000.00	\$88.83	\$106,596.00	\$96.31	\$115,572.00	\$95.00	\$114,000.00	\$99.00	\$118,800.00	\$91.00	\$109,200.00	\$120.00	\$144,000.00
14	HOT MIX ASPHALT 19M64 SURFACE COURSE, 4" THICK	TON	80	\$1.00	\$ 80.00	\$1.00	\$80.00	\$100.00	\$8,000.00	\$95.00	\$7,600.00	\$1.00	\$80.00	\$10.00	\$800.00	\$118.00	\$9,440.00
15	STAMPED ASPHALT, COLORED	SY	150	\$225.00	\$ 33,750.00	\$126.00	\$18,900.00	\$250.00	\$37,500.00	\$200.00	\$30,000.00	\$250.00	\$37,500.00	\$240.00	\$36,000.00	\$112.00	\$16,800.00
16	RECONSTRUCTED INLET, TYPE 'A', USING NEW CASTING	UNIT	2	\$1,200.00	\$ 2,400.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$3,800.00	\$7,600.00
17	RECONSTRUCTED INLET, TYPE 'B', USING NEW CASTING (8" HEAD)	UNIT	8	\$1,500.00	\$ 12,000.00	\$1,750.00	\$14,000.00	\$1,800.00	\$14,400.00	\$2,900.00	\$23,200.00	\$2,500.00	\$20,000.00	\$1,600.00	\$12,800.00	\$4,200.00	\$33,600.00
18	RECONSTRUCTED INLET, TYPE 'B', USING EXISTING CASTING	UNIT	18	\$1,000.00	\$ 18,000.00	\$1.00	\$18.00	\$1,200.00	\$21,600.00	\$500.00	\$9,000.00	\$1,000.00	\$18,000.00	\$100.00	\$1,800.00	\$3,600.00	\$64,800.00
19	RESET DRAINAGE MANHOLE, USING EXISTING CASTING	UNIT	6	\$1.00	\$ 6.00	\$1.00	\$6.00	\$1.00	\$6.00	\$100.00	\$600.00	\$500.00	\$3,000.00	\$100.00	\$600.00	\$2,800.00	\$16,800.00
20	CONCRETE DRIVEWAY, REINFORCED, 6" THICK (IF AND WHEREC DIRECTED	SY	50	\$90.00	\$ 4,500.00	\$100.00	\$5,000.00	\$125.00	\$6,250.00	\$90.00	\$4,500.00	\$90.00	\$4,500.00	\$120.00	\$6,000.00	\$125.00	\$6,250.00
21	HMA DRIVEWAY, 2" THICK (IF AND WHERE DIRECTED	SY	50	\$1.00	\$ 50.00	\$0.01	\$0.50	\$45.00	\$2,250.00	\$35.00	\$1,750.00	\$60.00	\$3,000.00	\$30.00	\$1,500.00	\$65.00	\$3,250.00
22	CONCRETE SIDEWALK, 4" THICK	SY	750	\$80.00	\$ 60,000.00	\$91.30	\$68,475.00	\$98.00	\$73,500.00	\$85.00	\$63,750.00	\$72.00	\$54,000.00	\$100.00	\$75,000.00	\$125.00	\$93,750.00
23	DETECTABLE WARNING SURFACE	SY	25	\$100.00	\$ 2,500.00	\$275.00	\$6,875.00	\$300.00	\$7,500.00	\$250.00	\$6,250.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$250.00	\$6,250.00
24	BRICK PAVERS (IF AND WHERE DIRECTED	SF	200	\$1.00	\$ 200.00	\$20.00	\$4,000.00	\$1.00	\$200.00	\$15.00	\$3,000.00	\$40.00	\$8,000.00	\$20.00	\$4,000.00	\$135.00	\$27,000.00
25	OCNCRETE BASE COURSE (REINFORCED, 6" THICK (IF AND WHERE DIRECTED)	SY	25	\$1.00	\$ 25.00	\$120.00	\$3,000.00	\$1.00	\$25.00	\$300.00	\$7,500.00	\$70.00	\$1,750.00	\$130.00	\$3,250.00	\$135.00	\$3,375.00
26	8"x18" CONCRETE VERTICAL CURB	LF	1,100	\$38.00	\$ 41,800.00	\$45.00	\$49,500.00	\$35.00	\$38,500.00	\$36.00	\$39,600.00	\$40.00	\$44,000.00	\$35.00	\$38,500.00	\$50.00	\$55,000.00
27	GRANITE CURB FOR PEDESTRIAN CROSSWALKS (IF AND WHERE DIRECTED	LF	130	\$1.00	\$ 130.00	\$45.00	\$5,850.00	\$50.00	\$6,500.00	\$36.00	\$4,680.00	\$40.00	\$5,200.00	\$40.00	\$5,200.00	\$55.00	\$7,150.00
28	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WIDE	LF	4,300	\$1.00	\$ 4,300.00	\$0.99	\$4,257.00	\$1.10	\$4,730.00	\$1.00	\$4,300.00	\$1.00	\$4,300.00	\$0.95	\$4,085.00	\$2.00	\$8,600.00
29	TRAFFIC MARKINGS, THERMOPLASTIC	SF	2,500	\$2.00	\$ 5,000.00	\$3.03	\$7,575.00	\$3.00	\$7,500.00	\$3.00	\$7,500.00	\$4.00	\$10,000.00	\$3.50	\$8,750.00	\$8.00	\$20,000.00
30	REGULATORY AND WARNING SIGN (IF AND WHERE DIRECTED)	SF	40	\$1.00	\$ 40.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$80.00	\$3,200.00	\$75.00	\$3,000.00	\$65.00	\$2,600.00
31	RESET WATER VALVE BOX	UNIT	18	\$1.00	\$ 18.00	\$0.01	\$0.18	\$25.00	\$450.00	\$10.00	\$180.00	\$1.00	\$18.00	\$10.00	\$180.00	\$58.00	\$1,044.00

[illegible]

**RESOLUTION AUTHORIZING
COMPETITIVE CONTRACTING PROCESS**

This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to State Statute. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.

WHEREAS, the Township of West Orange (the “Township”) is in need of Economic Development Consultant; and

WHEREAS, the Township seeks the services of a professional and experienced Economic Development Consultant firm to function as the Township’s Economic Development Consultant; and

WHEREAS, under the Local Public Contracts Law (the “LCPL”) N.J.S.A. 40A:11-4.1 (m) authorizes the Township to utilize competitive contracting in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, competitive contracting in lieu of public bidding allows the Township to evaluate and score proposals based on weighted criteria, including technical, management and cost related criteria to ensure that the most professional operator is obtained to meet the needs of the Township; and

WHEREAS, N.J.S.A. 40A:11-4.3 of the LPCL requires that the Township Council adopt a resolution authorizing to utilize competitive contracting in order to initiate the process.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that the Township be and hereby authorized to utilize competitive contracting to solicit and review proposals for the contract for Economic Development Consultant.

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

Tammy Williams
Council President

Adopted: October 10, 2023

R E S O L U T I O N

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ needs to perform work associated with additional modifications to the library; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 18 in the amount of \$15,280.05 dated October 5, 2023 to supply and install aluminum fencing; and

WHEREAS, Change Order No. 18 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for this Change Order; 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. 18 in the amount of \$15,280.05 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39, Change Order No. 5 of \$8,800.01, Change Order No. 6 of \$13,933.89, Change Order No. 7 \$1,735.04, Change Order No. 8 of \$6,811.93, Change Order No. 9 \$17,422.45, Change Order No. 10 \$2,129.78, Change Order No. 11 \$2,388.09, Change Order No. 12 in the amount of \$26,591.52, Change Order No. 13 in the amount of \$137,690.43, Change Order No. 14 in the amount of 4,252.03, Change Order No. 15 in the amount of \$8,358.48, Change Order No. 16 in the amount of

\$67,464.12 and with Change Order No. 17 in the amount of \$39,542.66 represents a 8.02% percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,481,972.67.

BE IT FURTHER RESOLVED that John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Tammy Williams, Council President

Adopted: October 10, 2023

I certify availability of funds from: Account Number: 03 2645 21 0100 010
\$15,280.05

John O. Gross, CFO

AIA® Document G701® – 2017
Change Order**PROJECT:** *(Name and address)*

West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:

Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:

Change Order Number: 018
Date: October 5, 2023

OWNER: *(Name and address)*

Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: *(Name and address)*

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*

H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Supply and install aluminum fencing (COR #37). Add 15,280.05

The original Contract Sum was	\$ 5,075,000.00
The net change by previously authorized Change Orders	\$ 391,692.62
The Contract Sum prior to this Change Order was	\$ 5,466,692.62
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,280.05
The new Contract Sum including this Change Order will be	\$ 5,481,972.67

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.

ARCHITECT *(Firm name)*

SIGNATURE

Dariusz Bona, Project Manager

PRINTED NAME AND TITLE

DATE

H&S Construction and Mechanical, Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

Joseph Gonzalez, CFO

PRINTED NAME AND TITLE

DATE

Township of West Orange

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

*** We agree to the amount of this change order. H&S takes exception to the amount of days not issued with this change order as requested We reserve our rights to claim for the days lost due this additional work and any cost associated with this delay.



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Date: 9/28/23

Project: West Orange Public Library

To Contractor:

H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino

Contractor: H&S Construction

Field:

COR #: 37

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Additional cost to supply and install aluminum fencing. Fencing priced in area as shown on drawings and attached only.

Item	Description	Company		Totals
1	Install aluminum fencing	Carls fence	\$	20,640.00
2	Credit for wood fencing		\$	(6,840.00)
3			\$	-
4			\$	-

Sub-Contractor Subtotal \$ 13,800.00

H&S - Overhead & Profit Of Sub Cost \$ 690.00

Sub Contractors Total \$ 14,490.00

Item	Description	Company		Totals
5	PM time		\$	300.00
6				
7				
8				
9				
10				
11				

Contractor Subtotal \$ 300.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 45.00

Contractors Total \$ 345.00

Sub Total \$ 14,835.00

H&S Bond Cost \$ 445.05

Total \$ 15,280.05

The contract time will be increased by: 3 days

1579 Route 9
Toms River, NJ 08755
Phone: (732) 505-1749
Fax: (732) 505-1552
www.bycarls.com

Generated on 09/28/2023 2:25 pm



C23-12695-1
PROPOSAL / CONTRACT

Job Name: West Orange Library - Aluminum Fence	Office #: 908-352-4345	Date: 2023-09-28
Job Site: 10 Rooney Circle	Cross Street: Prospect Avenue	
City: West Orange	State: NJ	Zip: 07052
Site Supervisor: Pat Blandino	County: Essex County	Fax #: (908) 352-0644

[AGM]

Supply & install:

19 - sections of 4' high x 6' wide all black aluminum fence as per stamp approved submittal # 120005 by H & S Construction and Mechanical & Carl's Fence Drawing #CF-001-AF.

**** Placement of post to be determined at time of installation under the direction of H & S Construction and Mechanical site supervisor. ****

Price is based on Prevailing Wage Labor

*** All Electrical Grounding and/or Bounding By Others**

Markout #:

Total Contract Amount:
\$20,640.00

Deposit:
\$10,320.00

Balance:
\$10,320.00

Company/Billing Information:

Company Name:
H & S Construction And Mechanical, Inc.

Purchase Order #:

Billing Address:
721 Bayway Ave, Elizabeth, NJ 07202

Project Manager:
Pat Blandino

Cell #:
(908) 591-1670

Accounting Representative:

Phone #:

Payment Terms

☐ **Upon Completion** ☐ **10 Days** ☐ **Other (specify):**

CONDITIONS PRINTED ON THE REVERSE SIDE ARE MUTUALLY UNDERSTOOD TO FORM PART OF THIS CONTRACT

Special Items to consider:	Yes		Yes		Yes
Clearing	☐	Jackhammer	☐	Electric on Job	☐
Take Down	☐	Core Drill	☐	Water on Job	☐
Take Away	☐	Flange Plates	☐	Quick cut	☐

The customer is responsible for any permits or variances. We propose to furnish and install fencing material (or material only) in accordance with the conditions and terms listed. The fence line and grade are to be located by the property owner. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR LOCATION OF FENCE** and agrees to, at customer's sole expense, defend and hold Pizzo Contracting Inc harmless respecting claims or encroachment, claims of damage to any and all underground facilities, and/or any other claims brought on account of the work herein above described. **NO WARRANTY ON WOOD PRODUCTS.** Customer is also responsible for clearing and marking of all property lines. Customer must be at home for entire installation of fence. This means; **THE ACTUAL DECISION MAKER, AS TO THE DESIGN OF THE FENCE LOCATION, MUST BE HOME UPON INSTALLATION DAY.**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving costs, will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. All materials used are standard and accepted within the fence industry. **WARRANTY IS VOID IF SIGN IS REMOVED OR REFUSED.** Payments made by credit card will be charged a 1.7% handling fee.

Albert Mazzola (609) 968-5804

Accepted by: Pizzo Contracting Inc. NJHIC# 13VH04391000

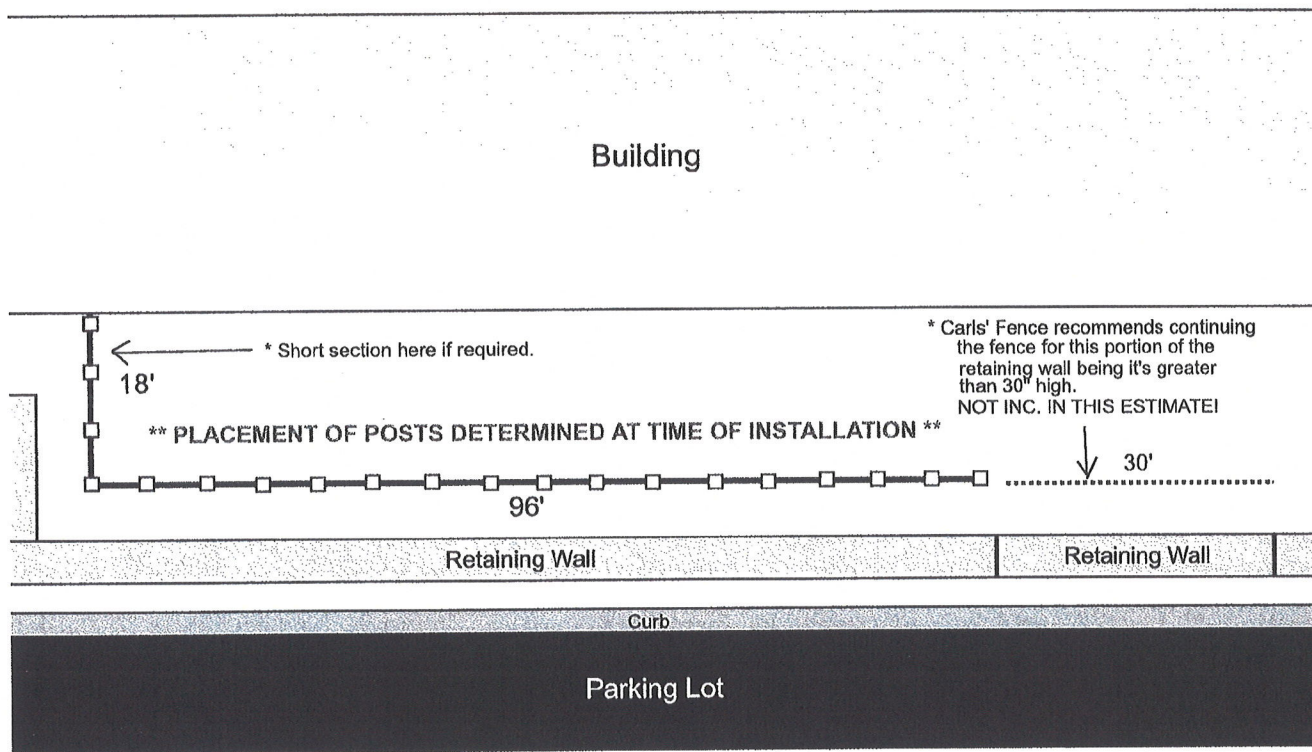
Accepted by (Company Representative)

1579 Route 9
Toms River, NJ 08755
Phone: (732) 505-1749
Fax: (732) 505-1552
www.bycarls.com

Generated on 09/28/2023 2:25 pm



C23-12695-1
PROPOSAL / CONTRACT



9/28/23, 3:39 PM

s3.amazonaws.com/upload.workflowprodigy.com/uploads/carl/contracthtml_199613_1695929136.html

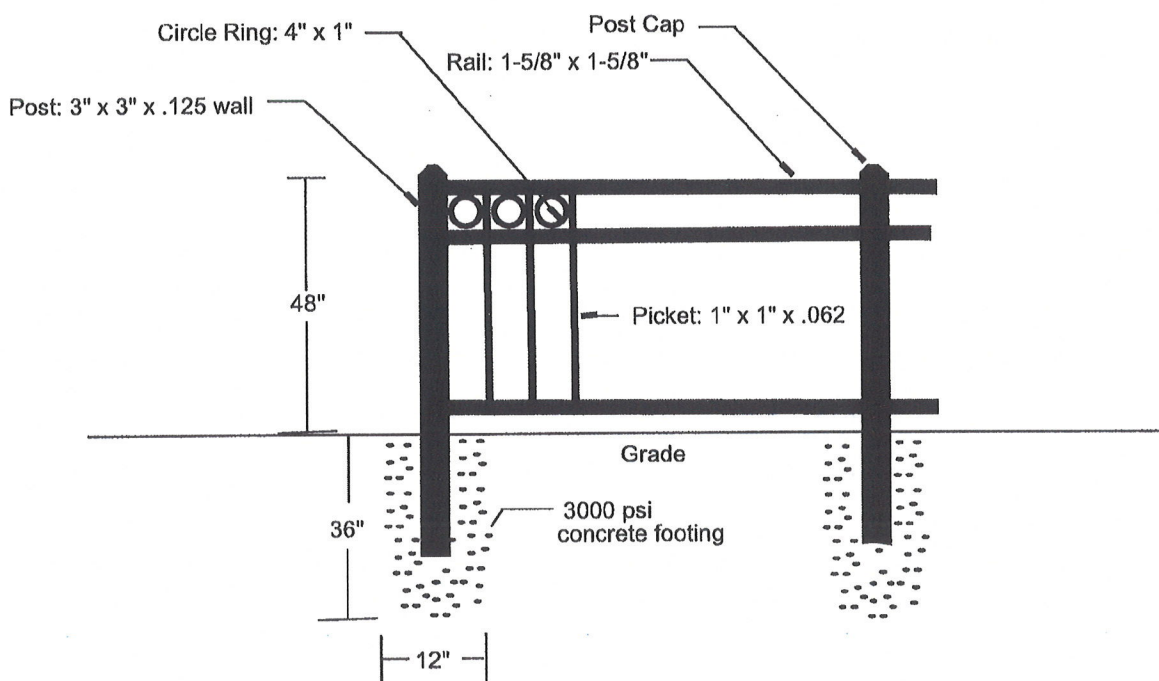
1579 Route 9
Toms River, NJ 08755
Phone: (732) 505-1749
Fax: (732) 505-1552
www.bycarls.com

Generated on 09/28/2023 2:25 pm



C23-12695-1
PROPOSAL / CONTRACT

ALUMINUM FENCE:
4' High x 6' Wide Industrial Grade, All Black
3-Rail Flush Bottom w/ Circle Rings



Project: H & S Construction & Mechanical / West Orange Library	
Site Location: 10 Rooney Circle	Date: 9/18/2023
West Orange, NJ 07052	Drawing # CF-001-AF

**AN ORDINANCE AMENDING CHAPTER 15, SECTION 15-7
TO UPDATE THE TOWNSHIP'S RENT CONTROL ORDINANCE**

I. PURPOSE

WHEREAS, the Township of West Orange has a rent control ordinance which has been amended from time to time due to an ongoing and emergent need for regulation with respect to the leasing of premises and charging of rents to tenants; and

WHEREAS, from time to time the Township must consider whether the need for rent control in the Township persists; and

WHEREAS, a housing shortage has existed in the Township since 1972 and has not abated;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 15 of the Township Code shall be and hereby is re-affirmed and re-adopted, and is hereby amended as follows:

II. AMENDMENTS

15-7 EFFECTIVE DATE; TERMINATION; RENEWAL.

15-7.1 Effective Date.

This chapter is to take effect immediately and shall remain in full force and effect for a period not to exceed two (2) years from the effective date of October 2022 and shall automatically terminate, cease and be of no force and effect unless specifically extended by the Township Council by ordinance extending the term for no more than two (2) years at a time.

Any extension action shall be taken by the Township Council prior to the second anniversary date of this chapter and any subsequent extensions shall be taken prior to the respective second anniversary dates of this chapter thereafter, or any Ordinance re-adopting this chapter. (1972 Code § 17-6.1; Ord. No. 364-75 § 1)

15-7.2 Renewal.

The Township Council has determined that the housing shortage which has existed in the Township has not abated. This chapter, therefore, is hereby extended for two (2) years from the effective date of this Ordinance.

15-7.3 Retroactive Application.

This chapter shall apply retroactively, in its entirety, for the time period from October 2022 through the date of adoption.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Honorable Tammy Williams
Council President

Honorable Susan McCartney
Mayor

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

First Reading:

Second Reading:

LEGISLATIVE HISTORY

There is no specific state legislation permitting rent control, but rather rent control is a permissible local economic regulation which must be tailored to address vital, emergent needs in a local housing market. Rent control ordinances are valid under the “necessary and proper” authority given to local governing bodies, as set forth in N.J.S.A. 40:48-2. See also Inganamort v. Borough of Fort Lee, 62 N.J. 521 (1973).

The Township adopted a rent control ordinance (the “Ordinance”) in 1972 in order to regulate rents with respect to landlord-tenant relationships throughout the Township. The purpose of this particular legislation is to renew and re-adopt all applicable Code provisions of the Ordinance, with certain amendments.

Because rent control legislation is intended to be emergent, such ordinances should be reviewed approximately every two (2) years to ensure their applicability and that they address any emerging issues. Accordingly, this legislation requires review of the Ordinance every two (2) years, rather than each and every year. Such action is valid under, among other things, N.J.S.A. 40:48-2.

Furthermore, due to an unknown administrative oversight, the Township last adopted the Ordinance on September 8, 2020, which remained valid through October 2022. This legislation will make the Ordinance retroactive for the time period when it was not formally effective. This action is valid under the law as set forth in South Hamilton Associates v. Mayor and Council of the Town of Morristown, 99 N.J. 437 (1985) (“legislation that has as its rational public purpose the necessary protection of the health, safety, and welfare of the public, and is within the police power of the state or its subdivisions, may be applied retroactively”).

**AN ORDINANCE AMENDING CHAPTER 7, SECTION 37.1 AND CHAPTER 7,
SECTION 50.3(h) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP
OF WEST ORANGE
(REGULATION FOR THE MOVEMENT AND PARKING OF TRAFFIC ON
MUNICIPAL AND BOARD OF EDUCATION PROPERTY)
(PARKING METERS IN PARKING YARDS—PROHIBITED PARKING)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 7, Section 37.1 and Chapter 7, Section 50.3(h) 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 amend the Township of West Orange Municipal Code (the “Township Code”) Chapter 7, Section 37.1 and Chapter 7, Section 50.3(h) related to “Parking Yards” such that the parking yard located on the tax map as Table “A” and highlighted in yellow is added. Further, the Township Engineer has evaluated the width of Wheatland Avenue and found Wheatland Avenue is a narrow roadway with limited room for the passage of emergency vehicles, snow removal vehicles, and/or Township owned vehicles. Additionally, the Chief of Police and the West Orange Police Department have received complaints from residents regarding the parking in the area denoted in Table “A,” which is owned by the Township. Thus, because the area in Table “A” is a parking yard pursuant to the Township Code, the Township seeks to amend Chapter 7 Section 37.1 and Chapter 7, Section 50.3(h) to include the area known as “Cable Rd.,” denoted in Table “A” and require permit parking only for residents of Wheatland Avenue on the same.

II. CHAPTER 7, SECTION 37.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§7-37.1 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Regulation for the Movement and Parking of Traffic on Municipal and Board of Education Property” which specifies, in accordance with N.J.S.A. 39:4-197, the following Municipal and Board of Education Property wherein movement of traffic is controlled by the type of regulation that is indicated herein and shall be repealed and replaced by the following language:
 - a. Parking Prohibited at All Times in Certain Designated Areas. No person shall park a vehicle or other encumbrance at any time upon any of the areas described. These areas shall be posted as required under the provisions of N.J.S.A. 39:4-197g. The provisions of this subsection are not applicable to Fire, Police and other emergency vehicles.

Name of School	Street Address	Location

Name of School	Street Address	Location
Board of Education Main Offices	Valley Way	Entire Driveway to the north end
Edison Middle School	William Street	In the entire driveway to the north of the building, and in the area in the immediate front of both doors on the south side of the parking lot
Gregory Elementary School	Gregory Avenue	In driveway off Walker Road, and in the entire perimeter of west side of school, 35 feet out
Hazel Avenue Elementary School	Hazel Avenue	In driveway between Hazel Avenue and Mitchell Street to the east side of the school, and in driveway to west of school from Hazel Avenue north for approximately 80 feet
West Orange High School	Pleasant Valley Way and Conforti Avenue	In drive off Pleasant Valley Way, to west of west building, and along north of perimeter of both east and west buildings to a point 35 feet out, and in service drive between these 2 buildings
Mount Pleasant Elementary School	Manager Road	In drive off of Manger Road to the northwest section of school, and along perimeter of building from area at gym to cafeteria
Pleasantdale Elementary School	Pleasant Valley Way	Along both perimeters of school, both north and west of school, and in driveway off of Stanford Avenue, and in driveway off of Pleasant Valley Way
Redwood Elementary School	Redwood Avenue	In drive off of Redwood Avenue to the east of the school, and in service drive off of Woodland Avenue

Name of School	Street Address	Location
Roosevelt Middle School	Gilbert Place	Along the perimeter of the building to the rear (east) of this school, and in the access drive through the parking lot off of Vosseler Terrace
Saint Cloud Elementary School	Sheridan Avenue	In driveway off Sheridan Avenue
Washington Elementary School	Washington Street	On the entire perimeter of this school, approximately 35 feet out, and in the driveway off of Washington Street.

- b. Municipal Parking Yards; Metered Parking, Permit Parking, Time Limited Parking. The following parcels, as shown on the tax maps of the Township are hereby established as Municipal Parking Yards:¹

Parking Yard No.	Block	Lot	Location
1	142	1	1-5 Mississippi Avenue
		2	
		32	
2	116.01	81.03	23 Kling Street
		91	273 Main Street
		99	84-92 Washington Street
		100	
		101	
		101.1	
3	69	5	10-12 Lindsley Avenue
4	18	48	324-330 Valley Way
		49	
		50	
		50.01	
5	28	22	2-4 Hazel Avenue
6	67	1	60-66 Main Street
		27	
		10, 12, 13	
		1.01, 1.02	

Parking Yard No.	Block	Lot	Location
	68	27	
7	68	28	46 Mt. Pleasant Valley
		30	
		32	
8	154.06	16 17	490-496 Pleasant Valley Way
9	127	11	8 Cherry Street
10	125	15	161 Watson Avenue
		18	13 John Street (Corner Whittlesey Avenue and John Street)
11	125.02	106, 124	51 Seward Street [Ord. No. 2503-17]
12	113.01	58	21 Park Terrace
13	176.05	12.13	4 Haller Road (behind 471 Pleasant Valley Way)
14	114	87 and 88	13-15 Shepard Terrace
15	125.02	103, 104, 106	60 1/2 Cherry Street
16	176.03	10	665 Eagle Rock Avenue
17	40	50	2-30 Wheatland Avenue, in the area highlighted in the tax map in Tax Map marked Table “A” below ²

[1] *Editor's Note: See also Article III and IV, Regulations for Use of Parking Meters and Parking Permits.*

[2] Only property owners whose property is located on Wheatland Avenue or South Valley Road between Forest Hill Road and Orange Heights Avenue are eligible for a permit for Municipal Parking Yard 17.

III. CHAPTER 7, SECTION 50.3(h) SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:



§7-50.3(h) BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Parking Meters in Parking Yards—Prohibited Parking” which specifies who can apply for a permit in a Municipal Parking Yard and shall be repealed and replaced by the following language:
 - h. Prohibited Parking. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered to his/her name or occupied by him/her to be parked in any municipal parking yard, lot, or facility except in the manner provided in Subsections **7-50.3d** and **7-50.3f**, and with the following additions:
 - 1. No vehicle shall occupy any space designated for permit parking, at any time, without a parking permit, valid for the lot in which the vehicle is parked.
 - 2. No person shall park in any municipal parking yard, lot, or facility that has been designated and reserved by the Business Administrator, with or without meters, for the exclusive use of authorized Township employees and authorized Township personnel. All such areas shall be marked and posted by the Business Administrator, who shall cause to be issued to all Township employees and authorized Township personnel, an official sticker insignia that shall be affixed to the left rear window of any vehicle authorized in these reserved areas. It shall be unlawful and a violation of the provisions of this subsection for any unauthorized use of designated municipal parking yards, lots, or facilities.
 - 3. For Municipal Parking Yard #13:
 - a. Public parking is prohibited between the hours of 9:00 p.m. and 7:00 a.m. each day and all day Sunday.
 - b. Vehicles registered greater than 8,000 GVW are prohibited from parking in Yard #13.
Parking Yard #13 includes the portions of lots 12 and 14 of Block 176.05, commonly known as 463-481 Pleasant Valley Way, depicted on the plan entitled "Pleasantdale Presbyterian Church Parking Lot Improvement" prepared by the Engineering Division of the Township of West Orange, April 1999.
 - 4. Parking Yard #15 on Cherry Street is intended solely for the use of the employees of the West Orange Recreation Department, visitors to the Recreation Department offices at 60 1/2 Cherry Street, patrons of the Ginny Duenkel Municipal Pool, and visitors of Colgate Field. Six parking stalls are restricted for use by Recreation Department employees. The remaining four stalls are for use by the other persons authorized above and are subject to a one hour time limit.

5. With the exception of Parking Yard #5 on Hazel Avenue and Parking Yard #13, parking in any lot between the hours of 2:00 a.m. and 5:00 a.m. is prohibited unless the vehicle bears a permit as provided in Subsection 7-50.3f.
6. For Municipal Parking Yard #5 on Hazel Avenue, parking is prohibited between the hours of 6:00 p.m. and 6:00 a.m. unless the vehicle bears a permit as provided in Subsection 7-50.3f.
7. For Municipal Parking Yard #11 on Seward Street, parking by commercial vehicles as defined in Subsection 7-14.10 is hereby prohibited.
8. For Municipal Parking Yard # 17 on Cable Road as denoted by Table “A” to Subsection 7-37.1, Only property owners whose property is located on Wheatland Avenue or South Valley Road between Forest Hill Road and Orange Heights Avenue are eligible for a permit for Municipal Parking Yard 17.

V. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

Legislative History

The purpose of this ordinance is to amend the Township of West Orange Municipal Code (the “Township Code”) Chapter 7, Section 37.1 and Chapter 7, Section 50.3(h) related to “Parking Yards” such that the parking yard located on the tax map included in the amended Ordinance as Table “A” and highlighted in yellow labeled. Further, the Township Engineer has evaluated the width of Wheatland Avenue and found Wheatland Avenue is a narrow roadway with limited room for the passage of emergency vehicles, snow removal vehicles, and/or Township owned vehicles. Additionally, the Chief of Police and the West Orange Police Department have received complaints from residents regarding the parking in the area denoted in Table “A,” which is owned by the Township. Thus, because the area in Table “A” is a parking yard pursuant to the Township Code, the Township seeks to amend Chapter 7 Section 37.1 to include the area known as “Cable Rd.,” denoted in Table “A” and require permit parking on the same.

**AN ORDINANCE AMENDING CHAPTER 17, SECTION 14 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 17 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 prohibit the use of gas-powered leaf blowers within the Township seasonally.

II. CHAPTER 17, SECTION 17.1 ENTITLED DEFINITIONS BE AND IS HEREBY AMENDED AS FOLLOWS:

Electric Powered Leaf Blower shall mean a piece of equipment powered by an electric motor used in yard maintenance.

Gas-Powered Leaf Blower shall mean a piece of equipment powered by a two-stroke or four-stroke engine using gasoline or a mixture of gasoline and oil blend as fuel and used primarily for but not exclusively to blow grass clippings and debris, leaves, dirt, etc. often used in yard and lawn maintenance.

Turbine Blower commonly referred to as a “Buffalo Blower” shall mean a piece of equipment that is connected to a small tractor, golf cart or other vehicle and is intended to maintain large parcels of land. It shall be used only on golf courses.

III. CHAPTER 17, SECTION 14.2 ENTITLED PROHIBITED CONDUCT BE AND IS HEREBY AMENDED AS FOLLOWS:

The use of Gas-Powered Leaf Blowers, except a Turbine Blower, shall be prohibited within the Township of West Orange on residential, commercial and Township properties as follows:

1. Gas Powered Leaf Blowers may be permitted March ~~15-1~~ through April 30, 2024; and October ~~15-1~~ through ~~November 30~~December 31, 2024.

2. Effective January 1, 2025, Gas-Powered Leaf Blowers shall be prohibited anywhere in the Township for any reason.

3. All Leaf Blowers defined in Section 14.1 shall be prohibited from use in the application of chemicals or products to treat bug or insect infestation.

~~4. No more than one Gas Powered Leaf Blower may be used on a residential lot.~~

~~5.4.~~ Hours of usage for Leaf Blowers shall be limited to:

- a) Monday through Friday ~~87:00~~30 a.m. to 6:00 p.m.
- b) Saturdays ~~979:00~~ a.m. to ~~565:00~~ p.m.

c) ~~Sunday use is prohibited~~ 9:00 a.m. to 5:00 p.m.

~~6. A Turbine Blower is permitted between April 1st and November 15th of each year on all golf courses during the following hours:~~

a) ~~Monday through Friday 8:00 a.m. to 6:00 p.m.~~

b) ~~Saturdays 9:00 a.m. to 5:00 p.m.~~

c) ~~Sunday use is prohibited.~~

IIIIV. CHAPTER 17, SECTION 14.3 ENTITLED EXCEPTIONS BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

In the event of a weather emergency or other emergent circumstances, the Township Emergency Management Coordinator shall be permitted to modify the restrictions of this Ordinance.

No provision herein shall apply to any governmental property or public or private golf course.

IVV. CHAPTER 17, SECTION 14.5 ENTITLED PENALTIES BE AND IS HEREBY AMENDED TO ADD AS FOLLOWS:

~~Penalties shall be determined in accordance with West Orange Revised General Ordinances, Chapter 1, Section 1-5.~~

Fines for violation of this Ordinance shall be applicable to both the property owner and any contractor doing work in the Township and shall be fixed by Resolution.

HHVI. 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.

IVVII. 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.

VIII. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED:

ADOPTED:

Legislative History

This Ordinance is intended to limit and prohibit the use of Gas-Powered Leaf Blowers within the Township.

**ORDINANCE AMENDING CHAPTER 2, SECTION 62 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 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 revise the membership and certain operational aspects of the Board.

II. CHAPTER 2, SECTION 62.3 ENTITLED MEMBERSHIP BE AND IS HEREBY AMENDED AS FOLLOWS:

- a. Four (4) members appointed by the Mayor, one (1) of whom shall be designated Secretary of the Board.
- b. One (1) member appointed by each Township Councilperson for a total of five (5).
- c. Two (2) Council consensus appointments.

III. CHAPTER 2, SECTION 62.5 ENTITLED ORGANIZATIONAL STRUCTURE BE AND IS HEREBY AMENDED AS FOLLOWS:

- b. The Board shall appoint a Chairperson and Vice Chairperson.
- c. The Chair and Vice Chairperson shall be elected by the Board by a majority vote for a term of one (1) year. The Chair and Vice Chairperson may be elected for multiple one (1) year terms.
- d. The Board shall meet monthly.
- e. The Secretary shall take minutes for each meeting of the Board. Approved minutes shall be provided to the Municipal Clerk for distribution to the Mayor and Township Council.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

This Ordinance shall take effect January 1, 2024.

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

Legislative History

The purpose of these revisions is to encourage community involvement and maintain public minutes of any activities by the Board.

**AN ORDINANCE AMENDING CHAPTER 15, SECTION 11.14 OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

I. PURPOSE

The purpose of this ordinance is to further clarify the use of Drive-Up windows for public
establishments within the Township.

**II. CHAPTER 5, SECTION 11.14 ENTITLED DRIVE-UP WINDOWS BE AND IS
HEREBY AMENDED AS FOLLOWS:**

A drive-up window shall be permitted as an accessory use for banks, restaurants, ~~fast-food
restaurants~~, pharmacies and similar retail uses in the zoning districts in which such uses are
permitted and shall meet the following conditions:

(j) Any restaurant must be situated on property consisting of 5 or more acres and provide ample
queuing to ensure that no waiting vehicles are in or on a public thoroughfare or street.

(k) No Drive-Up windows shall be permitted for any cannabis businesses.

III. REPEAL OF CONFLICTING ORDINANCES

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

TAMMY WILLIAMS,
COUNCIL PRESIDENT

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

INTRODUCED:

ADOPTED:

Legislative History

Drive-up establishments cause increased traffic and congestion which may cause hazard to pedestrians, cyclists and other cars create pollution with idling car and truck engines and create additional garbage. These conditions contradict environmental and livability goals of the Township. However, if sufficient land mass exists to provide safe egress and ingress, such uses may be appropriate. Nothing contained herein shall impact existing drive-up fast food and restaurant uses which are no subject to change.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-31, NO PASSING ZONES, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-31, No Passing Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*)

Name of Street	Location
----------------	----------

Old Indian Road	From St. Cloud Avenue easterly to a point 375 feet East of the center line of Margulis Court
------------------------	---

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

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

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

Tammy Williams
Council President

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

Susan McCartney
Mayor

Introduced: September 19, 2023

Adopted: October 10, 2023

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

LEGISLATIVE HISTORY

The portion of Old Indian Road from St. Cloud Avenue to the center line of Margulis Court is narrow with both horizontal and vertical curves which reduce a motorist's sight distance. This Ordinance establishes Old Indian Road from St. Cloud Avenue easterly to a point of 375 feet east of the centerline of Margulis Court as a No Passing Zone for the safe and efficient movement of traffic.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2
RESTRICTED PARKING ZONES and 7-32.1 HANDICAPPED PARKING ON STREET OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsections 7-32.2, Restricted Parking Zones and 7-32.1 Handicapped Parking on Streets, of the Revised General Ordinances of the Township of West Orange are hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

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

Residence Address	No. of Spaces	Location
85 Mitchell Street	1	Beginning 366 feet east of the easterly curb line of Rollinson Street and extending 22 feet east.
65 High Street	1	Beginning 314 feet south of the southerly curb line of Chestnut Street and extending 22 feet south.
5 Glennon Place	1	Beginning 82 feet west of the westerly curb line of Sayers Place and extending 21 feet west.
100 Maple Street	1	Beginning 360 feet west of the westerly curb line of Harrison Avenue And extending 19 feet west.
131 Franklin Avenue	1	Beginning 450 feet south of the southerly curb line of Cherry Street and extending 20 feet south.
6 Marmon Terrace	1	Beginning 63 feet east of the easterly curb line of Oak Terrace and extending 20 feet east.

Subsection 7-32.1, Handicapped Parking on Streets, of the Revised General Ordinances of the Township ~~of~~ West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

31 Westview Road

1

Beginning 70 feet from the northerly curb line of Northfield Avenue extended and extending 22 feet north.

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

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

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

Susan McCartney, Mayor

Karen J. Carnevale, R.M.C.

Tammy Williams, Council President

Introduced: October 10, 2023

Adopted: October 24, 2023

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 85 Mitchell Street, 65 High Street, 5 Glennon Place, 100 Maple Street, 131 Franklin Avenue, and 6 Marmon Terrace.

Additionally, a Township Dentist requested a handicapped parking space be located on the street adjacent to his business for the convenience of his patients. This space will be available for use by anyone issued a NJMVC handicapped placard or license plate.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.