

1. Conference Meeting Agenda

Documents: [CA5.21.13.PDF](#)

2. Public Meeting Agenda

Documents: [PM5.21.13.PDF](#)

3. Resolutions

3.I. 100-13

Documents: [100-13 SPECIAL EMERGENCY ACCRUED LEAVE \(2\) 5.21.13.PDF](#)

3.II. 101-13

Documents: [101-13 RAFFLE LICENSES-5.21.13.PDF](#)

3.III. 102-13

Documents: [102-13 RESOLUTION ACO SERVICES 2013.PDF](#), [102-13 NORTH CALDWELL SIGNED AGREEMENT 2013 DOC.PDF](#)

3.III.i. 102-13

Documents: [102-13 SCHEDULE A - N. CALDWELL.PDF](#)

3.IV. 103-13

Documents: [103-13 BEL AIR DEER DETERRENT - TOWNSHIP ACCESS AGREEMENT.PDF](#), [103-13 AUTH RIGHT OF WAY AGREEMENT-BEL AIR CONDO-DEER DETERRENT DEVICES.PDF](#), [103-13 APPENDIX A TO CONTRACT.PDF](#)

3.V. 104-13

Documents: [104-13 FIREWORKS-DEGNAN-WOHS.PDF](#)

3.VI. 105-13

Documents: [105-13 FIREWORKS - MONTCLAIR GOLF CLUB.PDF](#)

3.VII. 106-13

Documents: [106-13 FIREWORKS-ROCK SPRING COUNTRY CLUB.PDF](#)

3.VIII. 107-13

Documents: [107-13 FIREWORKS-ESSEX COUNTRY CLUB.PDF](#)

3.IX. 108-13

Documents: [108-13 TAX COURT-NJ RESOLUTION.PDF](#)

3.X. 109-13

Documents: [109-13 DUPLICATE PAYMENT RESOLUTION 5.21.13.PDF](#)

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3.XII. 111-13

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3.XIII. 112-13

Documents: [112-13 TEMPORARY EMERGENCY RESOLUTION AMENDMENT 2013.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2375-13

Documents: [2375-13 500,000 BOND ORDINANCE - DEVELOPMENT OF PARK ON RIDGEWAY AVENUE \(2\).PDF](#)

4.II. 2376-13

Documents: [2376-13 SPECIAL EMERGENCY ORDINANCE - ACCRUED LEAVE \(2\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2377-13

Documents: [2377-13 AMENDING BOND ORDINANCE \(2366-12\).PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING
AGENDA
Council Chambers - 66 Main Street, West Orange, NJ
May 21, 2013

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012 .

Roll Call - Councilman Guarino, Councilman Krakoviak, Councilwoman McCartney, Councilwoman Spango, Council President Cirilo (Mayor Parisi)

=====

6:30 P.M.

- Presentation – Downtown West Orange Alliance

7:00 P.M.

- Public Meeting

AGENDA
May 21, 2013
Township of West Orange
66 Main Street – 7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on November 29, 2012. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on November 29, 2012.

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

Pledge of Allegiance.

2. General Matters Pending

3. Public Comment

***4. Consent Agenda**

***5. Approval of Minutes of Previous Meeting-Public Meeting Minutes May 7, 2013**

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

***7. Report of Township Officers-None**

***8. Bills**

***9. Resolution(s)**

- a. 100-13 Resolution for the Authorization for Sale of Notes Special Emergency Appropriation Severance Liabilities Resulting From Accrued Leave in Connection With the Layoff or Retirement of Employees
(Please note that this resolution must be adopted AFTER Ordinance 2376-13 is adopted on second and final reading)
- b. 101-13 Resolution Authorizing Raffle Licenses
- c. 102-13 Resolution Authorizing an Agreement Between the Township of West Orange and the Borough of North Caldwell for Animal Control Services in Which West Orange will be Paid a Sum of \$3,150.00 Per Annum for Services Provided for the Contract Year 2013
- d. 103-13 Resolution authorizing entry of a Right of Way Agreement between the Township and the Bel Air Condominium Association.
- e. 104-13 Resolution Authorizing Fireworks Display – West Orange Recreation Department
- f. 105-13 Resolution Authorizing Fireworks Display – Montclair Golf Club
- g. 106-13 Resolution Authorizing Fireworks Display – Rock Spring Club

- h. 107-13 Resolution Authorizing Fireworks Display – Essex County Country Club
- i. 108-13 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
- j. 109-13 Resolution Authorizing a Refund of Duplicate Payment of Second Quarter Taxes to Listed Taxpayers
- k. 110-13 Resolution Authorizing the Sale of Abandoned Cars
Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.
- l. 111-13 Resolution Awarding a Professional Services Contract to the Firm Appraisal Systems, Inc., 110 South Jefferson Road, Whippany, New Jersey to Provide Tax Appeals Services on Behalf of the Township in an Amount NTE \$60,000.
- m. 112-13 Resolution Amending Resolution 7-13 Emergency Temporary Appropriation for the Purpose of Funding Eminent Tax Appeals Prior to Adoption of 2013 Budget-N.J.S.A. 40A:4-20

10. Ordinances on Second and Final Reading

- a. 2375-13 Bond Ordinance Authorizing the Development of a Park at Ridgeway Avenue in and For the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$500,000 Therefore and Authorizing the Issuance of \$475,000 Bonds or Notes to Finance Part of the Cost Thereof
- b. 2376-13 An Ordinance Authorizing Special Emergency Appropriation Pursuant to N.J.S.A. 40A:4-53 for Severance Liabilities Resulting From Accrued Leave in Connection with the Layoff or Retirement of Employees

11. Ordinances on First Reading

- a. 2377-13 Bond Ordinance Amending Bond Ordinance 2366-12 Finally Adopted by the Township Council of the Township of West Orange, New Jersey on December 18, 2012

12. ABC Hearing-None

13. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

RESOLUTION

**AUTHORIZATION FOR SALE OF NOTES
SPECIAL EMERGENCY APPROPRIATION
SEVERANCE LIABILITIES RESULTING FROM ACCRUED LEAVE IN
CONNECTION WITH THE LAYOFF OR RETIREMENT OF EMPLOYEES**

Date: May 21, 2013

WHEREAS, an ordinance 2376-13 has been adopted creating a special emergency appropriation of \$1,200,000 to meet certain expenses to be incurred for severance liabilities resulting from accrued leave in connection with the layoff or retirement of employees and N.J.S.A. 40A:4-53 provides for the creation of a special emergency appropriation for the purpose above mentioned;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all the members, thereof, affirmatively concurring) that in accordance with N.J.S.A. 40A:4-55:

1. The sum of \$1,200,000 is hereby appropriated for severance liabilities resulting from accrued leave in connection with the layoff or retirement of employees, and shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A 4-53.
2. That an emergency note or notes be authorized not in excess of \$1,200,000, the amount appropriated by the Ordinance stated above.
3. That said note or notes shall be issued in fiscal 2013 and may be renewed from time to time and at least 1/5 of all such notes and renewals, thereof, shall mature and be paid in each fiscal year thereafter until all are paid.

VICTOR CIRILO
Council President

KAREN J. CARNEVALE
Municipal Clerk

Adopted: May 21, 2013

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
National MS Society NJ Metro Chapter On Premise 50/50	6.15.13	Muck Fest Cherry Lane & Northfield Avenue	6872
St. Josephs Regional Medical Center Foundation Casino Night	6.11.13	Montclair Golf Club	6873
PTA Washington School On Premise Merchandise	6.8.13	289 Main Street	6874
West Orange Elks Charities Fund Off Premise 50/50	7.13.13	424 Main Street	6875
PTA Washington School On Premise 50/50	6.8.13	289 Main Street	6876

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: May 21, 2013

RESOLUTION

WHEREAS, the Borough of North Caldwell and the Township of West Orange wish to enter an Inter-Local Agreement whereby animal facility sheltering services shall be provided for 2013 (the "Agreement"); and

WHEREAS, under the Agreement, the Borough of North Caldwell will pay the Township of West Orange the sum of \$3,150.00 per annum to be prorated on a semi-annual basis of \$1,575.00 per period for the contract year 2013; and

WHEREAS, this Resolution authorizes that twenty-five (25%) of the per annum amount for the contract year be dedicated to and placed in the dog license account 04-2010-00-6690-304 to cover the costs and other expenses authorized under the agreement ; and

WHEREAS, the Health Officer has reviewed the Agreement and recommends the terms contained therein; and

WHEREAS, the Borough of North Caldwell shall indemnify the Township of West Orange for any services provided for the Borough and the Agreement, as stated in the Agreement; and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor of the Township of West Orange be and is hereby authorized to execute the Inter-local Agreement with the Borough of North Caldwell for year 2013 ending December 31, 2013.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: May 21, 2013

INTER-LOCAL AGREEMENT

THIS AGREEMENT, made this **1st day** , **2013** by and between the Township of West Orange, a municipal corporation of the State of New Jersey, having principal offices at 66 Main Street, West Orange, NJ 07052, hereinafter referred to as "Provider", and the BOROUGH OF NORTH CALDWELL, a municipal corporation of the State of New Jersey, having principal offices at 141 Gould Avenue, North Caldwell, NJ 07006, hereinafter referred to as "Recipient";

WITNESSETH

WHEREAS, N.J.S.A.40A:65-4 et seq., the Uniform Shared Services and Consolidation Act., any local unit is authorized to enter into an agreement with any other local unit to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

WHEREAS, the Recipient (North Caldwell) wishes to retain the services of the Provider (West Orange) for Animal Facility Sheltering Services for a period of 2013 beginning January 1, 2013 and ending December 31, 2013.

WHEREAS, the Recipient has stated that they impound approximately four (4) to six (6) animals per year, and

WHEREAS, the Recipient has trained and certified two Animal Control Officers that will perform all animal related functions within their borders.

NOW THEREFORE, in consideration of the foregoing and subject to the term and conditions of the following, the parties hereto agree as follows:

1. The Provider shall make their Animal Control Facility available to the Recipient on a daily basis, as needed, seven (7) days a week for Recipient Animal Control Officers to impound stray dogs and cats picked up within the borders of North Caldwell.

2. The Recipient will pay the provider the sum of \$3,150.00 per annum to be prorated on a semi-annual basis of \$1,575.00 per period and paid within thirty (30) days of receipt of invoice for the contract year 2013.

3. The payment set forth above shall include all employees, equipment and supplies necessary for the care of the animals impounded and the maintenance of the facility, including periodic inspection of animals by a licensed veterinarian.

4. The Provider will provide space at the animal control facility for stray dogs and cats impounded by the Recipient Animal Control Officers picked up within the borders of the Borough of North Caldwell, provided that the Recipient will not trap for stray cats until the Provider confirms space is available in the quarantine area.

5. The Recipient will provide Animal Control Officers who will be responsible for the transport of stray animals to the West Orange animal control facility.

6. The Recipient Animal Control Officers will be responsible for securing animals in the proper cages, completing the cage card information and the log in of animal data.

7. The Recipient shall notify the West Orange Health Department prior to impounding an animal.

8. The impounded dog or cat shall be held for a period of seven (7) days unless claimed earlier by the owner; then such dog or cat shall be put up for adoption or humanely disposed of, but in no way whatsoever, shall they be made available for experimentation.

9. Any person may redeem their dog, cat or other animal from the Provider's Animal Control Facility located at 311 Lakeside Avenue, West Orange, NJ 07052. The redemption hours are set by the Provider or through an appointment time designated by the Provider's Animal Control Officers. The redemption of said animals will be completed upon the payment to the Provider the sum of \$30.00 pick-up fee, Monday –

Friday; 8:30 a.m. – 5:00 p.m. There will be an \$85.00 pick-up fee for other hours, weekends and holidays and a boarding fee of \$7.00 for each day that the animal has been impounded up to and including seven (7) days. After the seven (7) day period the dog, cat or other animal becomes the property of the Provider unless otherwise arranged. No redemption will be honored unless the owner provides a current dog license as set forth in State Statutes.

10. Any stray dog or cat in the custody of the Provider charged with biting a human being shall be quarantined and isolated from other animals for the regular quarantine period of at least ten (10) days. The cost of this shall be to the owner or person who is bitten or scratched or, if the person is a minor, the legal guardian, if established.

11. The Recipient Municipality will be charged a boarding fee of Fifteen (\$15.00) Dollars per day for any animals brought to the Provider who are involved in litigation and cannot be released to their owners.

12. The Providers services include the handling and care of all animals impounded, as described. The charges for owned animals shall be the responsibility of the owner.

13. The Recipient shall advertise or attempt to contact the owner of a stray animal impounded to inform them of the animal's location for redemption.

14. The Provider will not accept sick or injured animals or unwanted owned animals from the Recipient at the animal control facility. If a Recipient animal is determined to be sick or injured the Recipient will be notified to remove the animal for transport to the designated veterinarian by the Recipient Animal Control Officers.

15. The Recipient will provide transportation of injured animals to the Recipient's designated veterinarian without assistance from the Provider.

16. The Recipient Animal Control Officers shall be responsible for the

determination and preparation of a specimen to be examined for suspected rabies by the New Jersey Department of Health.

17. The Recipient Health Department or Animal Control Officers will be responsible for specimen transports to the State for rabies examination.

18. The Provider will be responsible for the annual shelter report filed with the State each year for contract communities.

19. The Provider will include Recipient residents in the free rabies vaccination clinics sponsored at the West Orange locations.

20. The Recipient will indemnify and save the Provider Municipality harmless and against any and all loss, damage, liability and claims whatsoever caused, resulting directly or indirectly from the performance of this agreement.

21. Under the terms of this contract, one or both parties may terminate the contract within Sixty (60) days written notice to the other party by Certified Mail-Return Receipt Requested and accompanied by a Resolution of withdrawal by one or both parties. Upon the expiration, all rights and obligations between the parties under this contract shall cease and be deemed null and void.

22. This is a one year Contract ending December 31, 2013 and the parties hereto agree to be bound by the provision of Schedule A attached hereto and made a part hereof.

ATTEST: Nancy A. Pravaty
BOROUGH CLERK

ATTEST: _____
TOWNSHIP CLERK

BOROUGH OF NORTH CALDWELL
RECIPIENT

BY: [Signature]
MAYOR

TOWNSHIP OF WEST ORANGE
PROVIDER

MAYOR

SCHEDULE A

ADDENDUM TO ANIMAL FACILITY SHELTERING SERVICES CONTRACT BETWEEN THE TOWNSHIP OF WEST ORANGE, PROVIDER, AND THE BOROUGH OF NORTH CALDWELL, RECIPIENT.

1. The Borough of North Caldwell will indemnify and hold harmless the Township of West Orange with reference to any cause of action resulting from or arising out of any act or conduct by Animal Control Officers when said act or conduct is solely and exclusively for the performance of his duties and obligations to the Borough of North Caldwell pursuant to the terms and conditions of this Contract or for actions or conduct that occurs at the Provider's Animal Control Facility as it relates to the sheltering of impounded stray dogs and contracts from the Borough of North Caldwell pursuant to the terms and conditions of this Contract. In the event the Township of West Orange receives notification of any cause of action or claim which it contends arises out of this sheltering agreement with the Borough of North Caldwell of the services of the Provider's Animal Control Officers pursuant to the terms of this Contract, said notification shall be made promptly to the Borough of North Caldwell by directing same to the Mayor and Business Administrator.

2. The Borough of North Caldwell shall indemnify and hold harmless acts, conduct or services of the Animal Control Officers when said individuals are acting solely and exclusively for the Borough of North Caldwell provided that said acts, conduct or services arise out of and are in the scope and duties of the Animal Control Officer's employment. It is the intent of this provision that the Animal Control Officers shall conduct themselves pursuant to general principles, obligations, duties and responsibilities governing the general nature and standards of Animal Control services performed at an animal sheltering facility recognized throughout the State of New Jersey.

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT (“**Agreement**”), dated on or as of _____, 2013 (the “**Effective Date**”), entered into by and between the Township of West Orange (“**Municipality**”) a New Jersey municipal corporation, and Bel Air at West Orange Condominium Association, Inc. (“**Association**” or “**Bel Air**”), a New Jersey nonprofit corporation.

RECITALS

1. Bel Air is proposing to install animal deterrent devices at its sole cost and expense along the public roadway commonly known as Kelly Drive, which devices are described in Appendix “A” attached (each a “**Device**” and collectively, the “**Devices**”). The Devices are intended to deter animals from crossing roadways when vehicles approach and are in furtherance of the health, safety and welfare of the residents of the Association and the traveling public generally.

2. The Municipality is empowered to enter into this in accordance with N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12; and

3. It is in the best interest of the Municipality and its citizenry for the Municipality to grant consent to Bel Air to occupy said public Right-of-Way within the Municipality for this purpose; and

4. The consent granted herein is for the non-exclusive use of the public Right-of-Way specified in Appendix “B” within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining the Devices.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Bel Air hereby agree to and with each other as follows:

Section 1. Definitions.

- (a) “**Bel Air**” is the grantee of rights under this Agreement.

(b) “**Right-of-Way**” means the space in, upon, under, adjacent to or above only the public streets and roads specified in Appendix “B”.

(c) “**Municipality**” is the grantor of rights under this Agreement and is known as the Township of West Orange, located in the County of Essex, State of New Jersey.

Section 2. Grant of Consent.

The Municipality hereby grants Bel Air its municipal consent for the non-exclusive use of the referenced public Right-of-Way for the purpose of owning, constructing, installing, operating, and maintaining the Devices. The consent granted herein shall be for the performance of work within the referenced Right-of-Way of the Municipality only, as specified in Appendix “B” annexed hereto.

Section 3. Public Purpose.

It is deemed to be in the best interests of the Municipality and its citizenry, particularly the Municipality’s residents who may utilize this public Right-of-Way for the Municipality to grant consent to Bel Air to occupy the public Right-of-Way within the Municipality for the health, safety, welfare and benefit of the public and for the purposes specified herein.

Section 4. Project Description.

Any construction to be undertaken for the purposes described herein shall require prior notice by Bel Air to the Municipality. Bel Air shall fully describe the construction to be undertaken and shall coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction including obtaining any applicable permits and/or police coverage. Prior to commencing any excavation work, Bel Air or its authorized contractor shall, if required, obtain a road opening permit from the Municipality.

Section 5. Scope of Agreement.

Any and all rights expressly granted to Bel Air under this Agreement, which shall be exercised at Bel Air’s sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the applicable municipal

Right-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Municipal Right-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create or vest in Bel Air a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of existing Utility Poles which may be affected by installation of the Devices, which shall be the sole responsibility of Bel Air to undertake and obtain, the Municipality hereby authorizes and permits Bel Air to enter upon the Municipality's Right-of-Way as referenced in Appendix "B", and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace the Devices.

Section 6. No Interference.

Bel Air, in the performance and exercise of its rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected properties, except as permitted by applicable Law or this Agreement.

Section 7. Compliance with Ordinance.

Bel Air shall comply with all existing ordinances of the Municipality as may be amended from time to time and with all future ordinances as may be enacted.

Section 8. Obtaining Required Permits and Police Coverage.

If Bel Air's use of the municipal Right-of-Way shall require any permits or police coverage or protection, Bel Air shall apply for the appropriate permits and coverage and pay any applicable fees associated therewith.

Section 9. Damage to Municipal Right of Way.

Whenever Bel Air's use of the municipal Right-of-Way permitted under this Agreement causes any municipal Right-of-Way to be damaged, Bel Air shall, at its sole cost and expense, promptly repair and return the Right-of-Way to a condition as good as or better than they were prior to the damage. If Bel Air does not repair the site as described, the Municipality will have the option, upon five (5) days written notice to Bel Air, to perform or cause to be performed such reasonable and necessary work on behalf of Bel Air, and to charge Bel Air for the actual costs incurred by the Municipality; however, in the event of an emergency, the Municipality will be authorized to take any and all steps necessary to repair or secure the premises without such notice. Upon receipt of the demand for payment, after the aforementioned procedure, Bel Air shall promptly reimburse the Municipality for such cost within ten (10) days of receipt of an invoice.

Section 10. Duration of Consent.

This Agreement shall be effective for an initial term of ten (10) years commencing on the Effective Date, unless it is earlier terminated by either party in accordance with the provisions herein. Upon the expiration of the initial term or a prior extension term, this Agreement shall automatically be extended for up to three (3) additional terms of ten (10) years each upon terms and conditions mutually agreeable to the parties hereto, unless either party hereto shall give written notice to the other party of its intent not to renew this Agreement at least twelve (12) months prior to the expiration of the initial term or then effective extension term.

Section 11. Indemnification.

Bel Air, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Bel Air's actions under this Agreement and costs in

connection therewith. This indemnification shall specifically include, but is not limited to, any and all costs, reasonable attorney fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions of law or equity or otherwise and/or arbitration proceedings which may arise in connections with Bel Air activities pursuant to the rights granted in this Agreement. The indemnification shall be valid throughout the term of this Agreement.

Section 12. Notices.

All notices or other correspondence required or permitted to be given in connection with this Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Bel Air at: President
Bel Air Condominium Association
c/o Taylor Management
1 Whitbay Drive
West Orange, NJ 07052

To the Municipality:
Township of West Orange
66 Main Street
West Orange, NJ 07052
Attn: Municipal Clerk

With a copy to: Richard D. Trenk, Esq. Township Attorney
Trenk, DiPasquale, Della Fera, Sodono, P.C.
347 Mt. Pleasant Avenue, Suite 300
West Orange, NJ 07052

Section 13. Liability Insurance.

Bel Air shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) per occurrence, and at least Two Million Dollars (\$2,000,000.00) in the aggregate covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein.

Prior to the commencement of any work pursuant to this Agreement, Bel Air

shall file with the Municipality Certificates of Insurance and endorsements evidencing the coverage provided by said policy. Such policy or policies shall be renewed and maintained throughout the term of this Agreement and any renewal Certificate(s) shall be provided to the Municipality within thirty (30) days of renewal. Any lapse in coverage shall render this Agreement void.

The Municipality shall notify Bel Air within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Bel Air's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Agreement.

Section 14. Assignment.

Bel Air may not assign this Agreement without the written consent of the Municipality.

Section 15. Successors and Assigns.

Notwithstanding Section 14 of this Agreement, the terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 16. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 17. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 18. Modification of Agreement.

This Agreement may not be amended or modified, nor may any

obligation hereunder be waived orally, and no such amendment, modifications or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 19. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 20. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**BEL AIR AT WEST ORANGE
CONDOMINIUM ASSOCIATION, INC.**

Attest:

By: _____
Name: _____
Title: _____

Name: _____
Title: _____

TOWNSHIP OF WEST ORANGE

Witness:

Print Name: _____
Robert D. Parisi, Mayor

Print Name: _____
Karen J. Carnevale, Municipal Clerk

Dated: _____

Dated: _____

Appendix A – Animal Avoidance Devices

[To be attached]

Appendix B – Geographical Scope of Consent

By way of this Agreement, the Municipality consents to Bel Air's use of the following rights-of-way within the Municipality only:

1. Kelly Drive from Mt. Pleasant Avenue (U.S. Highway Route 10) to Haggerty Drive (approximately 1.3 miles)

RESOLUTION

WHEREAS, the Bel Air at West Orange Condominium Association, Inc. is a New Jersey corporation ("Bel Air") which association has homes located at or around Kelly Drive within the Township of West Orange; and

WHEREAS, Bel Air seeks the Township's consent to install animal deterrent devices (the "Devices") at its sole cost and expense along Kelly Drive, which is a Township-owned right-of-way; and

WHEREAS, the Devices are intended to deter animals from crossing roadways when vehicles approach; and

WHEREAS, the Devices are intended to promote the health, safety and welfare of the residents of the Association and the traveling public generally by preventing vehicular collisions with animals; and

WHEREAS, the consent sought by Bel Air is for the non-exclusive use of Kelly Drive for the purpose of owning, constructing, installing, operating, and maintaining the Devices; and

WHEREAS, the Township and Bel Air have agreed to a proposed Right-of-Way agreement, which is annexed hereto as Attachment "A" (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Bel Air will name the Township as an additional insured with respect to the installation and maintenance of the Devices, and will indemnify and hold the Township harmless for any damage caused by the Devices; and

WHEREAS, the Township Engineering Department has reviewed the proposed Agreement; and

WHEREAS, the Municipality is empowered to enter into the Agreement in accordance with N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Mayor shall be and hereby is authorized to execute the Agreement and any other documents necessary to effectuate the

Agreement with Bel Air, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and be it further

RESOLVED that this contract shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: May 21, 2013



JAF
Technologies, Inc.

1200 South Church Street, Suite 19
Mount Laurel, NJ 08054

Tele: 856-206-9427

Fax: 856-210-1775

POC: ED MULKA

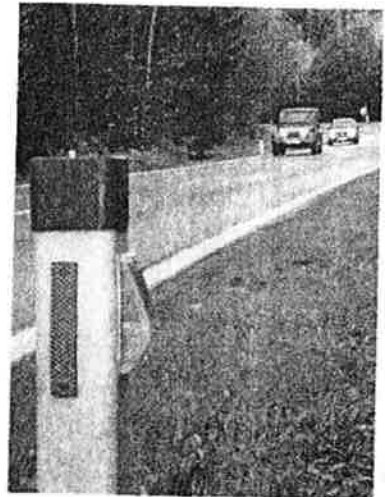
Mobile: 856-278-1597

emulka@jafatech.com

Technical Summary

Animal Collision Avoidance Technology

- Deters Animals From Crossing Roadways When Vehicles Approach
- Vehicle Activated Roadside Unit / Detection Range approximately 500 ft.
- Headlight Activated / Dusk to Dawn Operation
- Autonomous Operation
- Intelligent Technology
- All Weather Operation
- 6.2 x 2.9 x 1.8 inches
- Less than 1 pound
- Solar Powered / Battery Backup Available
- Five Year Service Life
- Maintenance Free
- Pole or tree mounted, 3 ft. to 16 ft. from the road at a height typically of 1.6 ft. to 5 ft.



DeerDeter Wildlife Crossing Guard is a roadside device that is activated by approaching headlights to emit sound and light as stimuli to stop animals from approaching. The shrill alarm and a blue-white, strobe-type light is an active method to deter deer from crossing a road when a vehicle is present at night. Many previous efforts to keep deer and other wildlife from road crossings have often proven to be less than optimal because deer and other animals become accustomed to specific stimuli and ignore or avoid the deterrent by detouring around it to get to feeding areas. The devices are activated **only** by a vehicle's headlights and not each time an animal approaches; thus, avoiding continuous exposure to the stimuli causing desensitization or "habitualization." However, the electronic stimuli can be reprogrammed.

This solution allows animals to cross roadways at times when they do not present a danger, thereby permitting access to preferred feeding and bedding areas along traditional migration routes.

A series of alternating sides of the road units are positioned within the field of approaching headlights, directed such that the sound and strobe emitter face the direction from which the animal will approach. The solar powered low consumption power management system helps ensure maximum availability even in low sunlight conditions. The "brains" of the unit is a circuit board offering years of sustained performance at low cost in terms of both initial installation and follow-on maintenance.



APPENDIX "A"

Institute for Product and Technology Development

Schalk & Schalk OEG

Kenneth Sauter

From: Sharon Nann [sharon@taylormgt.com]
Sent: Monday, April 08, 2013 12:44 PM
To: Kenneth Sauter
Subject: RE: Bel Air at West Orange - "Right of Way Occupancy Agreement"
Attachments: CCF04082013_00002.pdf

See attached.

Sharon P. Nann, CMCA, AMS
Community Manager

Bel-Air at West Orange Condominium Association, Inc.
1Whitbay Drive
West Orange, NJ 07052
Phone: 973-736-1068 (Monday & Wednesday)
Fax: 973-736-1069
Email: Sharon@taylormgt.com
www.taylormgt.com

Being the Best by Serving Together

Taylor Management Company, AAMC, AMO
Accredited Association Management Company
Accredited Management Organization
Corporate Office

80 South Jefferson Road, 2nd Floor
Whippany, New Jersey, 07981
Phone: 973-267-9000
Fax: 973-267-0943

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From: Kenneth Sauter [mailto:KSAUTER@bsrjlaw.com]
Sent: Monday, April 08, 2013 11:11 AM
To: 'Aziz Nekoukar'
Cc: Sharon Nann
Subject: RE: Bel Air at West Orange - "Right of Way Occupancy Agreement"

Dear Aziz,

Thanks for combing your files. As much as I would like to use the simpler form, I suspect the Township will want something closer to the Fiber Optic agreement. I will use much of that agreement, but if you can, please advise if the section 14 liability insurance provision would apply. Does the Township really need this insurance throughout the term? I think the devices just get affixed to trees - no wiring, no digging, etc. The association would obtain proof of insurance from any contractor installing the devices.

Sharon - can you provide a description of the devices so that I can describe and reference them in the agreement?

4/8/2013

RESOLUTION

WHEREAS, an application has been submitted by the Township of West Orange Recreation Department who wishes to sponsor its annual Fourth of July fireworks exhibition at Degnan Field/ West Orange High School on July 4, 2013 (Rain Date: July 6, 2013); and

WHEREAS, all of the necessary documentation has been submitted indicating that Pyro Engineering, Inc., 400 Broadhollow Road, Suite 3, Farmingdale, New York, shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Chief;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township of West Orange Recreation Department be and is hereby granted permission to conduct a fireworks display on July 4, 2013 (Rain Date: July 6, 2013); subject to the directives of the Fire Chief and Police Chief and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute a contract between the Township of West Orange and Pyro Engineering, Inc. for the Fourth of July fireworks exhibition.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: May 21, 2013

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club who wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on June 29, 2013 (with a rain date of June 30, 2013); and

WHEREAS, all of the necessary documentation has been submitted indicating that Garden State Fireworks, P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946 shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Chief;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Montclair Golf Club be and is hereby granted permission to conduct a fireworks display on June 29, 2013 (with a rain date of June 30, 2013); subject to the directives of the Fire Chief and Police Chief.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: May 21, 2013

RESOLUTION

WHEREAS, an application has been submitted by the Rock Spring Club who wishes to sponsor its annual Fourth of July fireworks exhibition at the Rock Spring Club on July 6, 2013 (Rain Date: July 7, 2013); and

WHEREAS, all of the necessary documentation has been submitted indicating that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946 shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Department Director;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Rock Spring Club be and is hereby granted permission to conduct a fireworks display on July 6, 2013 (Rain Date: July 7, 2013); subject to the directives of the Fire Director and Police Chief.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: May 21, 2013

RESOLUTION

WHEREAS, an application has been submitted by the Essex County Country Club who wishes to sponsor its annual Fourth of July fireworks exhibition at the Essex County Country Club on July 4, 2013 (Rain Date: July 6, 2013); and

WHEREAS, all of the necessary documentation has been submitted indicating that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946 shall provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Department Director;

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Essex County Country Club be and is hereby granted permission to conduct a fireworks display on July 4, 2013 (Rain Date: July 6, 2013) subject to the directives of the Fire Director and Police Chief.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: May 21, 2013

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

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years 2007, 2008, 2009, 2010, 2011 and 2012.

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

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

Block	Lot	Name & Address	YR	Assessment	Reduction Amount
80.04	19	Jacobus& Associates, LLC Trustee for Safran,Lawrence&Aromin, Romulo 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2011	94,800	3,299.99
80.04	19	Jacobus& Associates, LLC Trustee for Safran,Lawrence&Aromin, Romulo 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2012	70,000	2,480.80
179.05	11	Jacobus& Associates, LLC Trustee for Balazdeh, Mehran 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2012	78,400	2,778.50
153.15	8	Jacobus& Associates, LLC Trustee for Dewan, Dev&Asha 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2012	26,600	942.70
82.03	27	Davidson Legal Group LLC, Attorney Trust Account 154 South Livingston Ave, Ste 207 Livingston, NJ 07039	2012	3,000,000	106,320.00
82.03	27	Davidson Legal Group LLC, Attorney Trust Account 154 South Livingston Ave, Ste 207 Livingston, NJ 07039	2011	3,000,000	104,430.00
82.03	2	Davidson Legal Group LLC, Attorney Trust Account 154 South Livingston Ave, Ste 207 Livingston, NJ 07039	2010	751,900	97,619.18
82.03	27	Davidson Legal Group LLC, Attorney Trust Account 154 South Livingston Ave, Ste 207 Livingston, NJ 07039	2009	1,930,100	242,169.65
82.03	27	Davidson Legal Group LLC, Attorney Trust Account	2008	1,850,900	224,440.13

154 South Livingston Ave, Ste 207
Livingston, NJ 07039

82.03	27	Davidson Legal Group LLC, Attorney Trust Account 2007 154 South Livingston Ave, Ste 207 Livingston, NJ 07039		1,613,300	183,754.87
164	1.01	Blackburn Development Co %LasserHochman,LLC Attorneys at Law 75 Eisenhower Parkway – Suite 120 Roseland, NJ 07068	2012	6,348,900	225,005.02
103	10	KatesNussmanRapone Ellis &Farhi,LLP Attorneys for Vernita& Larry McNeil 190 Moore Street, Suite 306 Hackensack, NJ 07601	2011	184,400	6,418.96
103	10	KatesNussmanRapone Ellis &Farhi,LLP Attorneys for Vernita& Larry McNeil 190 Moore Street, Suite 306 Hackensack, NJ 07601	2012	384,400	13,623.14
52.05	10	Gaye TobiaFasulo % McKirdy&Riskin, P.A. 136 South Street PO Box 2379 Morristown, NJ 07962	2012	34,500	1,222.68
52.05	10	Gaye TobiaFasulo % McKirdy&Riskin, P.A. 136 South Street PO Box 2379 Morristown, NJ 07962	2011	24,500	852.85
166.15	11.04	C0409 Brach Eichler LLC&Brothman, Irving & Lou Ann 101 Eisenhower Parkway Roseland, NJ 07068	2012	50,000	1,772.00
152.24	1445	Brach Eicher LLC & West Orange Plaza 101 Eisenhower Parkway Roseland, NJ 07068	2011	8,799,600	306,314.08
152.24	1445.05	Brach Eicher LLC & West Orange Plaza 101 Eisenhower Parkway Roseland, NJ 07068	2011	463,100	16,120.51
152.24	1445	Brach Eicher LLC & West Orange Plaza 101 Eisenhower Parkway Roseland, NJ 07068	2012	11,174,600	396,027.82
152.24	1445.05	Brach Eicher LLC & West Orange Plaza 101 Eisenhower Parkway Roseland, NJ 07068	2012	588,100	20,842.26
78.01	2.02	Feinstein RaissKelin& Booker, LLC Attn: Gary D Gordon, Esquire 100 Executive Drive, Ste 360 West Orange, NJ 07052	2011	115,900	4,034.48

78.01	2.03	Feinstein RaissKelin& Booker, LLC Attn: Gary D Gordon, Esquire 100 Executive Drive, Ste 360 West Orange, NJ 07052	2011	146,500	5,099.67
78.01	2.02	Feinstein RaissKelin& Booker, LLC Attn: Gary D Gordon, Esquire 100 Executive Drive, Ste 360 West Orange, NJ 07052	2012	115,900	4,107.50
78.01	2.03	Feinstein RaissKelin& Booker, LLC Attn: Gary D Gordon, Esquire 100 Executive Drive, Ste 360 West Orange, NJ 07052	2012	146,500	5,191.96
152.17	953	Michael I. Schneck, Trustee for 595 Eagle Rock Ave Schneck Law Group, LLC 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2010	18,500	2,401.86
176.10	8.02	Michael I. Schneck, Trustee for Schulder, Esther Schneck Law Group, LLC 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2012	48,300	1,711.75
173	1.02	Michael I. Schneck, Trustee for Laurel Hills Home Assoc. Schneck Law Group, LLC 301 South Livingston Ave, Ste 105 Livingston, NJ 07039	2012	<u>36,600</u>	<u>1,297.10</u>
TOTAL				\$41,096,300.00	\$1,980,279.45

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

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

John Gross
Township Chief Financial Officer

RESOLUTION

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the second quarter 2013 tax;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list the sums indicated in full and final satisfaction of overpayment of the 2013 taxes.

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
42.02	38	Liberty Title 1701 Barrett Lakes Blvd #290 Kennesaw, GA 30144	dup payment \$2,024.03
116	31	Village Capital & Investment, LLC 12162 S Business Park Drive Suite 114 Draper, UT 84020	dup payment \$2,492.32
130	52	Dell'Italia, Affinito & Santola Attorney at Law 18 Tony Galento Plaza Orange, NJ 07050	dup payment \$2,230.06
155.22	42.01	C0168 BAC Tax Services Corp Attn: Betty Singleton CA6-913-LB-01 PO Box 10211 Van Nuys, CA 91499	dup payment \$1,189.23

176.06	14	All Star Title Inc. 6225 Smith Avenue Suite 202 Baltimore, MD 21209	dup payment	\$2,226.04
--------	----	--	-------------	------------

			TOTAL:	\$10,161.68
--	--	--	--------	-------------

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

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

John O. Gross
Chief Financial Officer

RESOLUTION
ABANDONED CAR AUCTION

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell seven (2) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of sale is scheduled for Tuesday June 4, 2013 at 2:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

ABANDONED CAR AUCTION NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday June 4, 2013 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at: **Select Towing, 52 Washington Street, West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
1999	DOD	3P3ES42Y7XT569872
1999	FOR	2FMZA5248XBC31038

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis
Purchasing Agent

Notice to be published in WO Chronicle 05/23/13

RESOLUTION

WHEREAS, the Township of West Orange has 828 Tax Appeals filed to date which will result in the Township having to appear before the County Tax Board and New Jersey Tax Court, and

WHEREAS, the services of a professional Appraisal Firm will be necessary to represent the Township's interests, and

WHEREAS, the Township of West Orange has building permits that require inspections and calculations for Added and Omitted Assessments and the appeals for these assessments need to be defended before the County Tax Board, and

WHEREAS, the firm Appraisal Systems, Inc. of 110 South Jefferson Road, Whippany, New Jersey responded to the Request for Qualifications the Township advertised for on April 27, 2013; and

WHEREAS, Appraisal Systems, Inc. is qualified to perform these services and their fee schedule conforms to their response to the Township's request for Professional Services; and

WHEREAS, the Township Tax Assessor reviewed the proposal of Appraisal Systems, Inc. and their fee schedule and recommends a contract be awarded to Appraisal Systems Inc. in an amount not to exceed \$60,000.00; 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 is awarded to the firm Appraisal Systems, Inc. of 110 South Jefferson Road, Whippany, New Jersey to provide Tax Appeals services in accordance with their proposal received May 8, 2013.

BE IT FURTHER RESOLVED that a copy of this resolution be published in the West Orange Chronicle as required by law within ten (10) days of its passage.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

I hereby certify funds to be available:
Account # 01-2030-00-1402-070

John O. Gross, Chief Financial Officer

				112-13
		<i>TOWNSHIP OF WEST ORANGE</i>		
		<i>AMENDMENT TO THE EMERGENCY TEMPORARY APPROPRIATION RESOLUTION 7-13</i>		
		<i>FOR THE PURPOSE OF FUNDING EMINENT TAX APPEALS</i>		
		<i>PRIOR TO ADOPTION OF 2013 BUDGET -N.J.S. 40A:4-20</i>		
		WHEREAS, an emergent condition has arisen with respect to the continued operation of the Municipality, and more apporpriations are needed to pay tax appeal claims, and no adequate provision has been made in the 2013 Temporary Budget for the aforesaid purpose, and N.J.S.40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and		
		WHEREAS, THE Township of West Orange Council adoted Resolution 7-13 on January 8, 2013 setting aside \$1,000,000.00 Tax Appeals pursuant to N.J.S.40A:4-20 ; and		
		WHEREAS, subsequently Judgements have been received by the Tax Collector totaling \$1,983,871.29 to be refunded to Township property owners; and		
		WHEREAS, it is anticipated there will be additional judgements awarded to Township property owners during the year 2013;		
		NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all members, thereof affirmatively concurring) that in accordance with N.J.S. 40A:4-20, emergency temporary appropriation resolution 7-13 be amended for 2013 for the purpose indentified by the titles herein listed below and the sums set opposite such titles:		
		2013 EMERGENCY TEMPORARY APPROPRIATIONS BELOW IS HEREBY MADE PART OF THIS RESOLUTION		
		Tax Appeals	\$2,500,000.00	
	Karen J. Carnevale		Victor Cirilo	
	Municipal Clerk		Council President	

ORDINANCE 2375-13

**BOND ORDINANCE AUTHORIZING THE
DEVELOPMENT OF A PARK AT RIDGEWAY AVENUE IN
AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING
\$500,000 THEREFORE AN AUTHORIZING THE
ISSUANCE OF \$475,000 BONDS OR NOTES TO FINANCE
PART OF THE COST THEREOF.**

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Township of West Orange, New Jersey (the "Township") as general improvements. For the said Improvements there is hereby appropriated the amount of \$500,000, such sum includes the sum of \$25,000 as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law"). The Down Payment is now available by virtue of provision in the Open Space and Recreation Trust Fund.

SECTION 2:

In order to finance the additional cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$475,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Township are hereby authorized to be issued in the principal amount not exceeding \$475,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purposes for which obligations are to be issued are set by Ordinance No. 1816-02, adopted by the Township Council on April 23, 2002 and approved by the voters of the Township in the General Election of November 6, 2001, are limited to the acquisition of land for recreation and conservation purposes; (b) development of lands acquired for recreation and conservation purposes; (c) maintenance of lands acquired for recreation and conservation purposes; and (d) payment of debt service on indebtedness issued or incurred by the Township for any of the purposes set forth above, in accordance with Chapter 30 of the Public Laws of 1989 and as amended, and in particular is the development of a park at Ridgeway Avenue in the Township, located on a portion of Block 158, Lot 39 and known as 55-

57 Ridgeway Avenue, all as shown on and in accordance with the plans and specifications therefor on file in the Office of the Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$475,000.

(c) The estimated cost of the Improvements is \$500,000 which amount represents the initial appropriation made by the Township.

SECTION 4.

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Township (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Township Council of the Township at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

The capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Township Clerk and is available for public inspection.

SECTION 6:

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

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

(b) The average period of usefulness of the Improvements, within the limitations of the Local Bond Law, taking into consideration the respective amounts of all obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the

Bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Township, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$475,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law. Pursuant to the provisions of N.J.S.A. 40A:2-44(h), the obligations authorized hereunder constitute a deduction from the gross debt of the Township to the extent of \$475,000 and that to that extent shall not be considered in determining the Township's net debt for debt incurring purposes.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time by the Township as contributions in aid of financing the purposes described in Section 3 of this Ordinance shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Township authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Township as funds applicable only to the payment of obligations of the Township authorized by this Bond Ordinance.

SECTION 8:

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

SECTION 9:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Township reasonably expects to pay expenditures with respect to the Improvements prior to the date that Township incurs debt obligations under this Bond Ordinance. The Township reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Township under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$475,000.

SECTION 10:

This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

First Reading: May 7, 2013

Final Reading: May 21, 2013

Robert D. Parisi
Mayor

Victor Cirilo
Council President

Approved as to form and legality
on the basis of the facts set forth.

Karen J. Carnevale, R.M.C.

Ordinance 2375-13
NOTICE

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on May 7, 2013. It will be further considered for final passage after public hearing thereon at a meeting of the governing body to be held at the Township Council at the Municipal Building, 66 Main Street, in said Township on May 21, 2013 at 7 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's Office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Authorizing The Development Of A Park At Ridgeway Avenue In And For The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$500,000 Therefore An Authorizing The Issuance Of \$475,000 Bonds Or Notes To Finance Part Of The Cost Thereof.

Purpose(s): Development of a park at Ridgeway Avenue, located on a portion of Block 158, Lot 39 and known as 55-57 Ridgeway Avenue.

Appropriation: \$500,000

Bonds/Notes Authorized: \$475,000

Grants (if any) Appropriated: N/A

Section 20 Costs: \$100,000

Useful Life: 15 years

KAREN J. CARNEVALE
Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17

STATEMENT

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the Township of West Orange, State of New Jersey on May 21, 2013 and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: Bond Ordinance Authorizing The Development Of A Park At Ridgeway Avenue In And For The Township Of West Orange, In The County Of Essex, New Jersey, Appropriating \$500,000 Therefore An Authorizing The Issuance Of \$475,000 Bonds Or Notes To Finance Part Of The Cost Thereof.

Purpose(s): Development of a park at Ridgeway Avenue, located on a portion of Block 158, Lot 39 and known as 55-57 Ridgeway Avenue.

Appropriation: \$500,000

Bonds/Notes Authorized: \$475,000

Grants (if any) Appropriated: N/A

Section 20 Costs: \$100,000

Useful Life: 15 years

KAREN J. CARNEVALE
Municipal Clerk

Re: TOWNSHIP OF WEST ORANGE

**\$500,000 AUTHORIZING THE DEVELOPMENT OF A PARK
AT RIDGEWAY AVENUE**

_____ Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

_____ Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Township Council held May 7, 2013 showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Township Council held, May 21, 2013 showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

DEBT STATEMENT CERTIFICATE

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange, in the County of Essex, New Jersey (herein called the "Local Unit"), HEREBY CERTIFY that annexed hereto is a true and complete copy of the Supplemental Debt Statement of the Local Unit that was prepared as of May 7, 2013, 2013 by John Gross, who was then chief financial officer of the Local Unit and filed in my office on May 7, 2013, and that a complete, executed copy of such statement was filed in the office of the Director of the Division of Local Government Services of the State of New Jersey on _____, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Local Unit this ____ day of _____, 2013.

Karen J. Carnevale, Municipal Clerk

CERTIFICATE OF DOWN PAYMENT

I, John Gross, Chief Financial Officer of the Township of West Orange, in the County of Essex, New Jersey (the "Local Unit") HEREBY CERTIFY that prior to the final adoption on May 21, 2013 of an ordinance entitled:

**BOND ORDINANCE AUTHORIZING THE
DEVELOPMENT OF A PARK AT RIDGEWAY AVENUE IN
AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING
\$500,000 THEREFORE AN AUTHORIZING THE
ISSUANCE OF \$475,000 BONDS OR NOTES TO FINANCE
PART OF THE COST THEREOF**

there was available as a down payment for the purposes authorized by the ordinance the sum of \$25,000, which amount was appropriated as a down payment by the ordinance and was made available from the following sources (strike out inapplicable language):

- a. by provision in a previously adopted budget or budgets of the Local Unit for down payment or for capital improvements purposes:
- b. from moneys then actually held by the Local Unit and previously contributed for such purpose other than by the Local Unit; or
- c. by emergency appropriation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporation seal of the Local Unit this _____ day of _____, 2013.

John O. Gross, Chief Financial Officer

(Seal)

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 7, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and

affixed the corporate seal of the

Township this _____ day of

_____, 2013.

Karen J. Carnevale, Municipal Clerk

(SEAL)

EXTRACT from the minutes of a public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on May 7, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 21, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and

affixed the corporate seal of the

Township this ____ day of

_____, 2013.

Karen J. Carnevale, Municipal Clerk

(SEAL)

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on May 7, 2013 and finally adopted by the governing body on May 21, 2013, and where necessary approved by the Mayor on_____.

3. On May 9, 2013 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on May 23, 2013. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum

vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

Karen J. Carnevale, Municipal Clerk

[SEAL]

ORDINANCE 2376-13

**AN ORDINANCE AUTHORIZING SPECIAL EMERGENCY
APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53 FOR
SEVERANCE LIABILITIES RESULTING FROM ACCRUED
LEAVE IN CONNECTION WITH THE LAYOFF OR
RETIREMENT OF EMPLOYEES.**

BE IT ORDAINED by the Governing Body of the Township of West Orange, in the County of Essex, New Jersey that in accordance with N.J.S.A. 40A:4-53:

1. The sum of \$1,200,000 is hereby appropriated for severance liabilities resulting from accrued leave resulting from the layoff or retirement of employees, and shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-53.

2. The authorization to finance the appropriation shall be provided for in succeeding annual budgets by the inclusion of at least 1/5 of the amount authorized pursuant to this act (N.J.S.A. 40A:4-55).

3. This ordinance shall take effect as provided by law.

First Reading: May 7, 2013

Final Reading: May 21, 2013

Robert D. Parisi
Mayor

Victor Cirilo
Council President

Approved as to form and legality
on the basis of the facts set forth.

Karen J. Carnevale, R.M.C.

NOTICE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, New Jersey, held on May 7, 2013. It will be further considered for final passage after public hearing thereon at a meeting of said Township Council to be held at the Municipal Building, 66 Main Street, West Orange, New Jersey, in said Township on May 21, 2013 at 7 o'clock p.m. and during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

KAREN J. CARNEVALE
TOWNSHIP CLERK

Ordinance 2376-13

STATEMENT

THE ORDINANCE PUBLISHED HERewith HAS BEEN FINALLY ADOPTED ON MAY 21, 2013 AND THE 20-DAY PERIOD OF LIMITATION WITHIN WHICH A SUIT, ACTION OR PROCEEDING QUESTIONING THE VALIDITY OF SUCH ORDINANCE CAN BE COMMENCED, AS PROVIDED IN THE LOCAL BOND LAW, HAS BEGUN TO RUN FROM THE DATE OF THE FIRST PUBLICATION OF THIS STATEMENT.

KAREN J. CARNEVALE
TOWNSHIP CLERK

ORDINANCE 2376-13

Re: TOWNSHIP OF WEST ORANGE

**SPECIAL EMERGENCY APPROPRIATION FOR SEVERANCE LIABILITIES
RESULTING FROM ACCRUED LEAVE IN CONNECTION WITH THE LAYOFF OR
RETIREMENT OF EMPLOYEES.**

N/A Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

N/A Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

EXTRACT from the minutes of a PUBLIC meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Building in the Township of West Orange on May 7, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 7, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2013.

Karen J. Carnevale, Municipal Clerk

(SEAL)

EXTRACT from the minutes of a PUBLIC meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Building in the Township of West Orange on May 21, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 21, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

Karen J. Carnevale, Municipal Clerk

(SEAL)

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, Municipal Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on May 7, 2013 and finally adopted by the governing body on May 21, 2013, and where necessary approved by the Mayor on_____.

3. On May 9, 2013 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on May 23, 2013. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum

vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

Karen J. Carnevale, Municipal Clerk

[SEAL]

BOND ORDINANCE AMENDING BOND ORDINANCE
2366-12 FINALLY ADOPTED BY THE TOWNSHIP COUNCIL
OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY ON
DECEMBER 18, 2012.

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

Section 1. The Bond Ordinance of the Township Council of the Township of West Orange, in the County of Essex, New Jersey (the "Township") entitled "Bond Ordinance Reappropriating \$1,606,799.25 Proceeds Of Obligations Not Needed For Their Original Purposes For The Acquisition Of Various Improvements By The Township Of West Orange, New Jersey " finally adopted on December 18, 2012 (the "Ordinance") is hereby incorporated by reference in its entirety.

Section 2. Section 2 of the Ordinance with respect to the field lighting and concession stand is hereby amended in its entirety as follows:

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>
Joseph Suriano Field Lighting	\$275,000
Concession Stand West Orange High School	\$275,000

Section 3. The capital budget of the Township is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey is on file with the Township Clerk and is available for public inspection.

Section 4. All other provisions of the Ordinance shall remain unchanged.

Section 5. This amendatory bond ordinance shall take effect twenty days after the first publication thereof after final adoption as provided by Local Bond Law.

First Reading: May 21, 2013

Final Reading: June 7, 2013

Robert D. Parisi
Mayor

Victor Cirilo
Council President

Approved as to form and legality
on the basis of the facts set forth.

Karen J. Carnevale
Municipal Clerk

2377-13
Township of West Orange

NOTICE

The Bond Ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, New Jersey, held on May 21, 2013. It will be further considered for final passage after public hearing thereon at a meeting of said Township Council to be held at the Municipal Building, 66 Main Street, in said Township on June 7, 2013 at 7 o'clock p.m. and during the week prior to and up to and including the date of such meeting, copies of said Bond Ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

KAREN J. CARNEVALE
Municipal Clerk

Township of West Orange
2377-13

STATEMENT

THE BOND ORDINANCE PUBLISHED HERewith HAS BEEN FINALLY ADOPTED ON JUNE 7, 2013 AND THE 20-DAY PERIOD OF LIMITATION WITHIN WHICH A SUIT, ACTION OR PROCEEDING QUESTIONING THE VALIDITY OF SUCH ORDINANCE CAN BE COMMENCED, AS PROVIDED IN THE LOCAL BOND LAW, HAS BEGUN TO RUN FROM THE DATE OF THE FIRST PUBLICATION OF THIS STATEMENT.

KAREN J. CARNEVALE
MUNICIPAL CLERK

ORD. 2377-13

BOND ORDINANCE
AMENDING BOND ORDINANCE #2366-12

N/A Certified copy of the Supplemental Debt Statement prepared as of the date of introduction of the ordinance. This should show filing in the Clerk's office as well as in Trenton.

N/A Down Payment Certificate.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing introduction of the ordinance.

_____ Affidavit of Publication in local newspaper following introduction of the ordinance.

_____ Certified copy of the minutes of the meeting of the Township Council held _____ showing public hearing and final adoption of the ordinance.

_____ Affidavit of Publication in local newspaper following final adoption of the ordinance.

_____ Clerk's Certificate executed no sooner than 21 days following final publication of the ordinance.

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on May 21, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 21, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

KAREN J. CARNEVALE, Municipal Clerk

(SEAL)

EXTRACT from the minutes of a Public meeting of the Township Council of the Township of West Orange, in the County of Essex, New Jersey held at the Municipal Complex in the Township of West Orange on June 7, 2013 at 7 o'clock p.m.

PRESENT:

ABSENT:

[Attach appropriate minutes hereto]

CERTIFICATE

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on June 7, 2013 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2013.

KAREN J. CARNEVALE, Township Clerk

(SEAL)

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, Township Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, HEREBY CERTIFY as follows:

1. I am the duly appointed Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (herein called the "Local Unit"). In this capacity I have the responsibility to maintain the minutes of the meetings of the governing body of the Local Unit and the records relative to all ordinances and resolutions of the Local Unit. The representations made herein are based upon the records of the Local Unit.

2. Attached hereto is a true and complete copy of an ordinance passed by the governing body of the Local Unit on first reading on May 21, 2013 and finally adopted by the governing body on June 7, 2013, and where necessary approved by the Mayor on__ - .

3. On May 23, 2013 a copy of the ordinance and a notice that copies of the ordinance would be made available to the members of the general public of the municipality who requested copies, up to and including the time of further consideration of the ordinance by the governing body, was posted in the principal municipal building of the Local Unit at the place where public notices are customarily posted. Copies of the ordinance were made available to all who requested them;

4. A certified copy of this ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services.

5. After final passage, the ordinance, a copy of which is attached hereto, was duly published on June 9, 2013. No protest signed by any person against making the improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to

me or filed in my office within 20 days after the publication or at any other time after the final passage thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2013.

KAREN J. CARNEVALE,
Township Clerk

[SEAL]