

1. Conference Meeting Agenda

Documents: [CA5.12.15.PDF](#)

2. Public Meeting Agenda

Documents: [PM5.12.15.PDF](#)

3. Resolution(S)

3.I. 128-15

Documents: [128-15 AUTHORIZING EXECUTION OF MONTCLAIR Y 2015 AGREEMENT.PDF](#), [128-15 AGREEMENT - MONTCLAIR YMCA - WO POOL.PDF](#)

3.II. 129-15

Documents: [129-15 - 555 VALLEY STREET WEST ORANGE.PDF](#), [129-15 AGREEMENT - FIRST AMENDMENT OF LEASE - 555 VALLEY STREET.PDF](#)

3.III. 130-15

Documents: [130-15 AUTHORIZING FIREWORKS AT ESSEX COUNTY COUNTRY CLUB 2015.PDF](#)

3.IV. 131-15

Documents: [131-15 AUTHORIZING FIREWORKS AT ROCK SPRING 2015.PDF](#)

3.V. 132-15

Documents: [132-15 AUTHORIZING WEST ORANGE RECREATION FIREWORKS 2015.PDF](#)

3.VI. 133-15

Documents: [133-15 AUTHORIZING FIREWORKS AT MONTCLAIR GOLF CLUB 2015.PDF](#)

3.VII. 134-15

Documents: [134-15 RESOLUTION ABANDONED CARS 05122015.PDF](#)

3.VIII. 135-15

Documents: [135-15 RESOLUTION TO AMEND 2015 MUNICIPAL BUDGET.PDF](#)

3.IX. 136-15

Documents: [136-15 CANCELLATION RESOLUTION - BUDGET.PDF](#), [136-15 ATTACHMENT- CANCELLATION RESOLUTION - BUDGET.PDF](#)

3.X. 137-15

Documents: [137-15 RESOLUTION TO ADOPT 2015 MUNICIPAL BUDGET.PDF](#)

3.XI. 138-15

Documents: [138-15 REIMBURSEMENT PRIVATE COMMUNITIES - STREET LIGHTING.PDF](#), [138-15 ATTACHMENT.PDF](#)

3.XII. 139-15

Documents: [139-15 RESOLUTION AUTHORIZING EXECUTION OF SLIDE THE CITY LICENSE AGREEMENT.PDF](#), [139-15 LICENSE AGREEMENT - SLIDE THE CITY\(3\).PDF](#)

3.XIII. 140-15

Documents: [140-15 AWARD IMPROVEMENT-OXFORD TERRACE-DARTMOUTH RD-WINDING WAY.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2448-15

Documents: [2448-15 INCORP SUSTAINABILITY CHECKLIST INTO PLANNING APP PROCESS-4-2-15.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2450-15

Documents: [2450-15 BOND ORD..PDF](#)

COUNCIL COMMITTEE CONFERENCE MEETING

AGENDA

Council Chambers – 66 Main Street, West Orange, NJ

May 12, 2015

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 December 1, 2014. 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 December 1, 2014.

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

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6:30 P.M

- a. **Presentation:** 15th Annual Junior Police Academy
- b. **Certificate of Recognition:** West Orange High School Winter Color Guard
- c. **Certificate of Recognition:** West Orange High School Wind Ensemble

Council Liaison Announcements

7:00 P.M.

- **Public Meeting**

AGENDA
Tuesday, May 12, 2015
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 December 1, 2014. 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 December 1, 2014.

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

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting April 28, 2015**
- 5. *Report of Township Officers-None**
- 6. *Reading of Petitions and Communications and Bids-None**
- 7. *Bills**
- 8.*Resolutions**
 - a. 128-15 Resolution Authorizing Execution of License Agreement for Use of Pool Facilities by Montclair YMCA (Legal-Duffy)
This resolution would authorize the execution of a license agreement with the Montclair YMCA (the “Y”) to govern the Y’s limited use of the Ginny Dunkel pool facilities during the summer of 2015. The terms and conditions of the license agreement are set forth in Attachment A.
 - b. 129-15 Resolution Authorizing Execution of First Amendment to Lease Agreement with HANDS, Inc. (Legal-Duffy)
This Resolution would authorize execution of a First Amendment to an existing lease agreement between the Township and the Housing and Neighborhood Development Services, Inc. (“HANDS”) pertaining to leased property at 555 Valley Street, which is currently used as a police substation and community space. The new rental terms are set forth in the First Amendment, which is annexed.
 - c. 130-15 Resolution Permitting Display of Fireworks at Essex County Country Club (Legal-Duffy)
This resolution permits the Essex County Country Club to display fireworks on July 4, 2015 h a rain date of July 5, 2015.

- d. 131-15 Resolution Permitting Display of Fireworks at Rock Spring Club (Legal-Duffy)
This resolution permits the Rock Spring Club to display fireworks on July 3, 2015 with a rain date of July 5, 2015.
- e. 132-15 Resolution Permitting Display of Fireworks at Degnan Field/West Orange High School (Legal-Duffy)
This resolution permits the Township of West Orange Recreation Department to display fireworks at Degnan Field/West Orange High School on July 4, 2015 with a rain date of July 5, 2015.
- f. 133-15 Resolution Permitting Display of Fireworks at Montclair Golf Club (Legal-Duffy)
This resolution permits the Montclair Golf Club to display fireworks on July 3, 2015 with a rain date of July 5, 2015.
- g. 134-15 Resolution Authorizing an Abandoned Car Sale on May 26, 2015 at Twin Towing Inc. and Select Towing & Repair (DeSantis)
- h. 135-15 Resolution to Amend Introduced 2015 Municipal Budget (Gross)
- i. 136-15 Resolution Authorizing Appropriation Cancellation Pursuant to N.J.S.A. 40A:4-60 (Gross)
- j. 137-15 Resolution to Adopt the 2015 Municipal Budget (Gross)
- k. 138-15 Resolution Authorizing the 2014 Reimbursement for Services to Private Communities-Street Lighting (Lepore)
- l. 139-15 Resolution Authorizing Execution of License Agreement with KB Events, LLC Regarding Slide the City Event (Legal-Duffy)
This Resolution would authorize the execution of a license agreement with KB Events, LLC pertaining to a "Slide the City" event to be held in conjunction with the Downtown West Orange Alliance street fair on June 6, 2015. A copy of the proposed license agreement is attached.
- m. 140-15 Resolution Authorizing an Additional Appropriation and Expenditure in the Amount of \$1,000. to Suburban Consulting Engineers, Inc., 100 Valley Road, Suite 202, Mt. Arlington, NJ (Lepore)
The additional appropriation and expenditure is for the cost of field work and design work for the improvements on Winding Way past Dartmouth Road through and just west of the intersection with Lowell Avenue to address drainage problems through the intersection.

9. Ordinances on Second and Final Reading

- a. 2448-15 An Ordinance Amending Chapter 25, Sections 51.16, of the Revised General Ordinances of the Township of West Orange (Revision to Zoning Ordinance) (Legal-Moon)

10. Ordinances on First Reading

- a. 2450-15 Bond Ordinance Authorizing Various Capital Improvements In and For the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$6,298,200 Therefore and Authorizing the Issuance of \$5,998,280. Bonds or Notes to Finance Part of the Cost Thereof (Draikewicz)

11. ABC Hearing-None

12. Adjournment

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

Agenda is subject to change.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) owns and maintains an outdoor pool facility, which includes locker room facilities, at the Ginny Duenkel Pool Complex, located at 60 ½ Cherry Street in the Township (the “Pool Facilities”); and

WHEREAS, the Montclair YMCA has for many years used the Pool Facilities during limited hours for youth swim practices; and

WHEREAS, the Montclair YMCA has once again requested to use the Pool Facilities for youth swim practices during the summer 2015 season, generally between the hours of 6:00 A.M. and 7:45 A.M. on weekdays from approximately May 1, 2015 through August 31, 2015; and

WHEREAS, the Montclair YMCA has agreed to use the Pool Facilities in exchange for the payment of an hourly rental fee, plus payment of various costs and expenses, pursuant to other terms and conditions set forth in the License Agreement annexed hereto as **Attachment “A”**; and

WHEREAS, the Montclair YMCA has agreed that its use of the Pool Facilities will not conflict with the Township’s uses; and

WHEREAS, the Montclair YMCA has agreed to comply with all pool regulations and all applicable laws;

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor be and hereby is authorized to enter into the annexed License Agreement for the Montclair YMCA’s limited use of Pool Facilities and the Municipal Clerk shall be authorized to attest to the Mayor’s signature; and be it further

RESOLVED, that the entry of the License Agreement shall be subject to the Licensee's providing proof of adequate insurance with the Township named as an additional insured, subject to approval of the Law Department, prior to the use of the Pool Facilities; and be it further

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

Karen J. Carnevale,
Township Clerk

Jerry Guarino,
Council President

Adopted: May 12, 2015

***LICENSE AGREEMENT FOR
LIMITED USE OF POOL FACILITIES***

THIS AGREEMENT, effective May __, 2015 upon full execution by all parties, between:

Township of West Orange, as Licensor ("Township" or "Licensor")

and

The Montclair YMCA, as Licensee ("Montclair Y" or "Licensee")

WHEREAS, the Montclair Y runs a competitive swimming program in the summer and requires pool time for the same; and

WHEREAS, the Township owns a certain outdoor pool and surrounding facility in the Township located at 60½ Cherry Street, West Orange, New Jersey ("Pool Facility").

WHEREAS, the Montclair Y is desirous of using West Orange's outdoor swimming pool and changing room facilities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of May 1, 2015 ("Effective Date"). This Agreement shall not be effective until the Township receives a copy of this Agreement executed by the President of the Board of Trustees or Executive Director of Licensee and the required insurance certificate approved by the Township Attorney along with a Resolution evidencing approval by the Licensor's Township Council.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes the pool and locker rooms located at 60 ½ Cherry Street in the Township of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for four (4) months, beginning on May 1, 2015 through August 31, 2015. The Director of Recreation reserves the right to terminate this contract at any time at his/her sole discretion.

4. **Licensee's Use.** Licensee shall use the Premises for swim practices and not for any other use. The hours of use will be 6:00 a.m. until approximately 7:45 a.m. Monday through Friday beginning no earlier than May 1 and ending no later than August 31. Assigned days and hours are subject to change during the period of this agreement if West Orange activities mandate such change. In the event of a conflict with a Township activity where pool and changing room use is required, the Township shall contact the Senior Aquatics Director of the Montclair Y and notify the Licensee of the unavailability

of the premises as soon as the conflict is evident. No alternate arrangements need be made.

5. **Fee and Insurance.** A fee shall be payable in the amount of \$65.00 per hour of actual use. If the Township is required to hire a manager or other authorized individual, the Licensee shall pay those additional expenses. Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The Montclair Y shall carry liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The Montclair Y shall provide the original of a Certificate of Insurance to this effect upon signing this agreement. Further, the Montclair Y represents that all participants and staff have additional medical insurance and emergency room coverage under a policy provided through United States Swimming (liability amount of \$10,000,000.00) and will provide a copy of that documentation included with this signed agreement. The policy expiration dates shall be no earlier than August 31, 2015.

6. **Indemnification.** Licensee shall indemnify and hold harmless Licensor including attorneys fees and expenses from any claims arising from Licensee's use of the Premises.

7. **Usage.** Licensee shall comply with all state and local laws, regulations, codes and ordinances. In addition, Licensee shall comply with all Township pool rules as shall be promulgated from time to time by the Township. Licensee hereby acknowledges receipt and full understanding of all current pool rules.

8. **Hours of Licensee Use.** Licensee shall be permitted to use the Premises during the hours of 6:00 a.m. until 7:45 a.m. Monday through Friday during the term set forth above. Any other hours of use shall be subject to prior written request and approval by the Township in its sole discretion. Licensee may not use the Premises at any time without the Licensor's authorized representative present.

9. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will do nothing that may potentially increase the cost of Township's fire or public liability insurance.

10. **Staffing/Supervision & Safety:** Licensee shall provide a certified swim coach (USAS) for all competitive swimming activities and shall also provide a certified pool manager (CPO) to properly open the pool and assure its safety for participants. It shall be the responsibility of the Licensee to ensure the safety of its staff and all participants and to ensure that all staff and participants are properly trained in safety and health procedures and concerns. The Licensee shall immediately report any incidents to West Orange in writing, shall provide the Township with a written incident report, and shall fully cooperate with the Township in all regards. The Licensee shall assume all liabilities of injuries resulting from swim team related activities. All of Licensee's

employees, agents and representatives shall be free of any criminal charge or conviction having any impact upon their ability to work with or be in the vicinity of minors.

11. **Lifeguard:** A fully certified lifeguard shall be present at all times. The Licensee will pay all costs for providing the lifeguard and shall reimburse West Orange for the utilization of a West Orange staff lifeguard.

12. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are caused by the misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, reasonable wear and tear excepted.

13. **Improvements.** Licensee shall not cause any improvements, renovations or other work to be done at the Premises. All of Licensee's personal property shall be removed by Licensee on a daily basis upon the completion of Licensee's hours of use hereunder.

14. **Abandoned Property.** All of Licensee's property remaining on the Premises shall be deemed abandoned and the sole property of the Township.

15. **Payment.** An initial payment of \$2,000 shall be due to the Township by no later than May 31, 2015. The remaining balance, the amount of which will be presented to the Licensee by the Township by no later than September 15, 2015, shall be due to the Township by no later than October 15, 2015.

16. **Services.** The Township shall provide no services for Licensee's use except as specifically provided herein. Licensee agrees to place all garbage in a designated area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

17. **Damage to Building.** If the Premises are damaged by fire or any other cause, then Township may, give Licensee notice of election to terminate this Agreement.

18. **Township May Terminate.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on written notice to Licensee terminate this Agreement.

19. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if delivered personally, telecopied, or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

20. **Township's Right to Inspect Premises.** Township may enter the premises at any time without notice to Licensee to inspect the premises or make those repairs, replacements, and additions to the Premises as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

21. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained on the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction.

22. **Elements of Construction Eviction.** Licensee shall not be entitled to claim a constructive eviction from the Premises.

23. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

24. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the premises for the term provided, subject to the provisions of this Agreement.

25. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement or the premises.

26. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

27. **No Assignment.** The Licensee is not permitted to assign sublet or transfer any aspect of this Agreement, in whole or in part, to any entity or person.

28. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns.

29. **Entire Agreement:** This Agreement may not be modified except by written agreement signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

MONTCLAIR YMCA

Dated: 4/29/15

Signed: 

TOWNSHIP OF WEST ORANGE

Dated: _____

Signed: _____

4852-2104-3491, v. 1

RESOLUTION

WHEREAS, the Township of West Orange currently leases certain premises at 555 Valley Street, West Orange, New Jersey, (the “Property”) which Property is owned by the Housing and Neighborhood Development Services, Inc. (“HANDS”); and

WHEREAS, by Resolution #205-09 adopted August 11, 2009, certain additional space was obtained at the Property which is currently used as a police substation; and

WHEREAS, the front space of the Property is currently used as community space; and

WHEREAS, the Township has acquired the neighboring property known as 549 Valley Street, West Orange, New Jersey; and

WHEREAS, HANDS has requested certain adjustments with regard to the rent for the Property; and

WHEREAS, the lease for the Property continues until **July 31, 2024**; and

WHEREAS, the Law Department has reviewed the annexed First Amendment to Lease Agreement which is consistent with the economic terms of various discussions between the Administration and HANDS; and

NOW, BE IT HEREBY RESOLVED by the Township Council of the Township of West Orange, that the Mayor be and is hereby authorized to execute the First Amendment to Lease Agreement annexed hereto, and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and it is further

RESOLVED that the original of the First Amendment to Lease Agreement shall be maintained by the Municipal Clerk.

KAREN J. CARNEVALE
Municipal Clerk

JERRY GUARINO
Council President

Adopted: May 12, 2015

4851-2825-6291, v. 1

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “Amendment”), is made and entered into as of the _____ day of _____, 2015 (the “Amendment Effective Date”), by and between **HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC.** (“Lessor”), having an office at 15 South Essex Avenue, Orange, New Jersey 07050, and **TOWNSHIP OF WEST ORANGE** (“Lessee”), having an office at 66 Main Street, West Orange, New Jersey 07052.

BACKGROUND:

A. Lessor and Lessee entered into that certain Lease Agreement dated as of August 1, 2009 (as amended by this Amendment, the “Lease”), for the lease of approximately 1,300 rentable square feet of space (the “Premises”) located in building located at 555 Valley Street, West Orange, New Jersey (the “Building”), all as more particularly described in the Lease.

B. Lessor and Lessee desire to enter into this Amendment to provide for: (i) a modification of the Rent payable by Lessee under the Lease; and (ii) certain other modifications as more particularly described herein.

C. The defined terms used in this Amendment, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease, unless otherwise specifically defined herein.

NOW, THEREFORE, Lessor and Lessee, for and in consideration of the mutual covenants, agreements and undertakings herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby amend the Lease and agree as follows:

1. Lease Term. Section 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof: “Lessee shall lease the Premises beginning August 1, 2009 for a term of fifteen (15) years expiring on July 31, 2024.”

2. Renewal. Section 4 of the Lease is hereby deleted.

3. Rent. Section 3(a) of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Lessee agrees to pay Lessor, without diminution, deduction or set-off whatsoever and without prior notice or demand, as fixed annual minimum rent for the Premises (“Rent”), the following amounts:

Period (both dates inclusive)	Rent Per Year	Rent Per Month
From the Amendment Effective Date	\$12,000.00	\$1,000.00

through and including the day immediately preceding the second (2 nd) anniversary of the Amendment Effective Date		
From the second (2 nd) anniversary of the Amendment Effective Date through and including the day immediately preceding the fourth (4 th) anniversary of the Amendment Effective Date	\$15,000.00	\$1,250.00
From the fourth (4 th) anniversary of the Amendment Effective Date through and including the day immediately preceding the sixth (6 th) anniversary of the Amendment Effective Date	\$21,000.00	\$1,750.00
From the sixth (6 th) anniversary of the Amendment Effective Date through and including July 31, 2024	\$21,360.00	\$1,780.00

Rent shall be appropriately prorated in the case that the Amendment Effective Date is not the first day of the month.”

4. Ratification. All terms and conditions of the Lease, as amended hereby, are hereby ratified and shall remain in full force and effect. Lessor and Lessee represent that (i) the individuals executing this Amendment on behalf of Lessor and Lessee, respectively, have full authority and power to execute and deliver this Amendment, and (ii) this Amendment constitutes a valid and binding obligation on the parties hereto. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. In the event of any conflict between the terms contained in this Amendment and the Lease, the terms contained herein shall control.

5. Counterparts. This Amendment may be executed in two or more counterparts. Furthermore, the parties agree that (i) this Amendment may be transmitted between them by electronic mail and (ii) electronic mail signatures shall have the effect of original signatures relative to this Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

LESSOR:

**HOUSING AND NEIGHBORHOOD
DEVELOPMENT SERVICES, INC.**

By: _____
Name: _____
Title: _____

LESSEE:

TOWNSHIP OF WEST ORANGE

By: _____
Name: **Robert D. Parisi**
Title: **Mayor**

RESOLUTION

WHEREAS, an application has been submitted by the Essex County Country Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Essex County Country Club on July 4, 2015 (Rain Date: July 5, 2015); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates 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 Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

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, 2015 (Rain Date: July 5, 2015), subject to the directives of the Fire Chief and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: May 12, 2015

RESOLUTION

WHEREAS, an application has been submitted by the Rock Spring Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Rock Spring Club on July 3, 2015 (Rain Date: July 5, 2015); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates 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 Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

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 3, 2015 (Rain Date: July 5, 2015), subject to the directives of the Fire Chief and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: May 12, 2015

RESOLUTION

WHEREAS, an application has been submitted by the Township of West Orange Recreation Department, which wishes to sponsor the Township's annual Fourth of July fireworks exhibition at Degnan Field/West Orange High School on July 4, 2015 (Rain Date: July 5, 2015); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Pyro Engineering, Inc., of 999 South Oyster Bay Road, Suite 111, Bethpage, NY 11714, will provide and supervise the fireworks display; and

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

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, 2015 (Rain Date: July 5, 2015); subject to the directives of the Fire Chief and Police Chief, or their designees; 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

Jerry Guarino
Council President

Adopted: May 12, 2015
4830-9703-4787, v. 1

RESOLUTION

WHEREAS, an application has been submitted by the Montclair Golf Club, which wishes to sponsor its annual Fourth of July fireworks exhibition at the Montclair Golf Club on July 3, 2015 (Rain Date: July 5, 2015); and

WHEREAS, all of the necessary documentation has been submitted to the Township Clerk, on an Application for Permission to Conduct Fireworks Display (the "Application"), as required by State and local law; and

WHEREAS, the Application indicates that Garden State Fireworks, Inc., P.O. Box 403, 383 Carlton Road, Millington, New Jersey, 07946, will provide and supervise the fireworks display; and

WHEREAS, the Application has been reviewed and approved by the Township Police Chief and Fire Official, and confirms that a Certificate of Insurance naming the Township as an additional insured has been provided;

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 July 3, 2015 (with a rain date of July ___, 2015); subject to the directives of the Fire Chief and Police Chief, or their designees.

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: May 12, 2015

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 three (3) 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 May 26, 2015 at 2:00 PM in following location:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell one (1) 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 May 26, 2015 at 3:00 PM in following location:

Select Towing
52 Washington Street
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Jerry Guarino
Council President

Adopted: May 12, 2015

ADVERTISEMENT

ABADONED 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 May 26, 2015 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
1999	OLDS	1G3WD52H0XF318678
1996	MIT	JW6AAF1H6TL000757
1994	TOY	JT2AE04B5R0071346

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 May 26, 2015 at 3:00 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.

<u>YEAR</u>	<u>MAKE</u>	<u>VEHICLE ID</u>
2000	DOD	1B4GP44RXYB795176

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 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

RESOLUTION TO AMEND INTRODUCED BUDGET				Res. 135-15 Adopted-05/12/15
WHEREAS, the local municipal budget for the year 2015 was approved on the 24th day of March, 2015, and				
WHEREAS, the public hearing on said budget will be held as advertised; and				
WHEREAS, it is desired to further amend said budget;				
NOW, THEREFORE BE IT RESOLVED by the governing body of the Township of West Orange, of the County of Essex Essex that the following amendments to the approved budget of 2015 be made:				
GENERAL REVENUES				Anticipated 2015 From
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations				Anticipated 2015 To
Consolidated Municipal Property Tax Relief Aid				
Energy Receipts Tax (P.L. 1997, Chapters 162 & 167)				4,199.50
Supplemental Energy Receipts Tax				4,478,017.00
Total Section B: State Aid Without Offsetting Appropriations				196,437.00
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with				4,683,870.50
Prior Written Consent of Director of Local Government Services - Public and				
Private Revenues Offset with Appropriations:				
CLG Grant				12,548.00
N.J. Transportation Trust Fund Authority Act				226,000.00
Recycling Tonnage Grant				126,404.18
Drunk Driving Enforcement Fund				3,975.00
Clean Communities Program				
Essex County Division on Aging-Title III - Older Americans Act				126,404.18
County of Essex-Delinquency Prevention Grant				17,117.00
Total Section F: Special Item of General Revenue Anticipated with Prior Written				16,127.00
Consent of Director of Local Government Services - Public and Private Revenues				18,563.00
Prior Written Consent of Director of Local Government Services - Other Special				
Items:				
Reserve to Pay Debt Service				688,564.50
Total Section G: Special Item of General Revenue Anticipated with Prior Written				928,606.50
Consent of Director of Local Government Services - Other Special Items				
SUMMARY OF REVENUES				
3. Miscellaneous Revenues:				
Total Section B: State Aid Without Offsetting Appropriations				134,739.15
Total Section F:				
Special Items of General Revenue Anticipated with Prior Written Consent of				
Director of Local Government Services - Public and Private Revenues Offset with Appropriations				2,543,049.06
Total Section G:				2,406,309.91
Special Items of General Revenue Anticipated with Prior Written Consent of				
Director of Local Government Services - Other Special Items				
Total Miscellaneous Revenues				4,683,870.50
4. Receipts from Delinquent Taxes				4,696,469.00
5. Subtotal General Revenues (Items 1,2,3 and 4)				928,606.50
7. Total General Revenues				2,543,049.06
GENERAL REVENUES				Anticipated 2015 From
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with				Anticipated 2015 To
Prior Written Consent of Director of Local Government Services - Public and				
Private Revenues Offset with Appropriations:				
CLG Grant				12,548.00
N.J. Transportation Trust Fund Authority Act				226,000.00
Recycling Tonnage Grant				126,404.18
Drunk Driving Enforcement Fund				3,975.00
Clean Communities Program				
Essex County Division on Aging-Title III - Older Americans Act				126,404.18
County of Essex-Delinquency Prevention Grant				17,117.00
Total Section F: Special Item of General Revenue Anticipated with Prior Written				16,127.00
Consent of Director of Local Government Services - Public and Private Revenues				18,563.00
Prior Written Consent of Director of Local Government Services - Other Special				
Items:				
Reserve to Pay Debt Service				688,564.50
Total Section G: Special Item of General Revenue Anticipated with Prior Written				928,606.50
Consent of Director of Local Government Services - Other Special Items				
SUMMARY OF REVENUES				
Total Section F:				2,543,049.06
Special Items of General Revenue Anticipated with Prior Written Consent of				2,406,309.91
Director of Local Government Services - Public and Private Revenues Offset with Appropriations				
Total Section G:				928,606.50
Special Items of General Revenue Anticipated with Prior Written Consent of				
Director of Local Government Services - Other Special Items				
Total Miscellaneous Revenues				2,543,049.06
4. Receipts from Delinquent Taxes				2,406,309.91
5. Subtotal General Revenues (Items 1,2,3 and 4)				
7. Total General Revenues				2,406,309.91
Be it further resolved that three certified copies of this resolution be filed forthwith in the office of the Director				
of Local Government Services for his certification of the local municipal budget so amended.				
Recorded Vote				
(Insert last names)				
AYES				ABSTAINED
Jerry Guarino				ABSENT
Victor Cirilo				Patty Spango
Susan McCartney				
It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing				
body on the 12th day of May, 2015.				
Certified by me:				
It is hereby certified that the budget amendment annexed hereto and hereby made a part hereof is an exact copy of the				
original on file with the Clerk of the Township of West Orange, that all additions are correct, that all statements contained				
herein are in proof and the total of anticipated revenues equals the total of appropriations.				
Certified by me				
this the 12th day of May, 2015 .				

136-15

May 12, 2015

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended balances be cancelled:

Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

2014 Cancellations				
Date	Account#	Amount	Amount	Account
		Debit	Credit	
5/12/2015	01-2030-00-9611-017	346,536.93		Salary Adjustment S&W Emergency
5/12/2015	01-2999- - -		346,536.93	Deferred Charge Severance Pay Emergency
		346536.93	346536.93	

		RESOLUTION TO AMEND INTRODUCED BUDGET			Res. xxx-15
				Adopted	-05/12/15
WHEREAS, the local		municipal budget for the year 2015 was approved on the 24th day of March, 2015, and			
WHEREAS, the public		hearing on said budget will be held as advertised; and			
WHEREAS, it is desired		to further amend said budget;			
NOW, THEREFORE BE IT		RESOLVED by the governing body of the Township of West Orange, of the County of Essex			
Essex that the following		amendments to the approved budget of 2015 be made:			
GENERAL REVENUES			Anticipated	Anticipated	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with			2015	2015	
		Prior Written Consent of Director of Local Government Services - Public and	From	To	
		Private Revenues Offset with Appropriations:			
		CLG Grant	-	12,548.00	
		N.J. Transportation Trust Fund Authority Act	-	226,000.00	
		Recycling Tonnage Grant	-	126,404.18	
		Drunk Driving Enforcement Fund	-	3,975.00	
		Clean Communities Program	126,404.18	-	
		Essex County Division on Aging-Title III -Older Americans Act	17,171.00	16,127.00	
		County of Essex-Delinquency Prevention Grant	-	18,563.00	
		Total Section F: Special Item of General Revenue Anticipated with Prior Written			
		Consent of Director of Local Government Services - Public and Private Revenues	668,564.50	928,606.50	
		Prior Written Consent of Director of Local Government Services - Other Special			
		Items:			
		Reserve to Pay Debt Service	134,739.15	-	
		Total Section G: Special Item of General Revenue Anticipated with Prior Written			
		Consent of Director of Local Government Services - Other Special Items	2,541,049.06	2,406,309.91	
		SUMMARY OF REVENUES			
		Total Sect Special Items of General Revenue Anticipated with Prior Written Consent of			
		Director of Local Government Services - Public and Private Revenues Offset with Appropriations	668,564.50	928,606.50	
		Total Sect Special Items of General Revenue Anticipated with Prior Written Consent of			
		Director of Local Government Services - Other Special Items	2,541,049.06	2,406,309.91	
		Total Miscellaneous Revenues	15,855,796.25	15,981,099.10	
		4. Receipts from Delinquent Taxes	2,135,839.23	2,360,220.99	
		5. Subtotal General Revenues (Items 1,2,3 and 4)	20,889,937.60	21,239,622.21	
		7. Total General Revenues	73,754,680.86	74,104,365.47	
GENERAL REVENUES			Anticipated	Anticipated	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with			2015	2015	
		Prior Written Consent of Director of Local Government Services - Public and	From	To	
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		CLG Grant	-	12,548.00	
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		Recycling Tonnage Grant	-	126,404.18	
		Drunk Driving Enforcement Fund	-	3,975.00	
		Clean Communities Program	126,404.18	-	
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		Reserve to Pay Debt Service	134,739.15	-	
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		7. Total General Revenues	73,754,680.86	74,104,365.47	
Be it further resolved		that three certified copies of this resolution be filed forthwith in the office of the Director			
of Local Government		Services for his certification of the local municipal budget so amended.			
Recorded Vote					
(insert last names)					
	AYES	{ NAYS	ABSTAINED	ABSENT	
		{			
		{			
		{			
		{			
It is hereby certified		that this is a true copy of a resolution amending the budget, adopted by the governing			
body on the 12th day		of May, 2015 .			
Certified by me:					
			Karen Carnevale, Municipal Clerk		
It is hereby certified		that the budget amendment annexed hereto and hereby made a part hereof is an exact copy of the			
original on file with		the Clerk of the Township of West Orange, that all additions are correct, that all statements contained			
herein are in proof		and the total of anticipated revenues equals the total of appropriations.			
Certified by me					
this the 12th day of		May, 2015 .			

136-15

May 12, 2015

**RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60**

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Jerry Guarino
Council President

Karen J. Carnevale
Municipal Clerk

2014 Cancellations				
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		Debit	Credit	
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5/12/2015	01-2999- - -		346,536.93	Deferred Charge Severance Pay Emergency
		346536.93	346536.93	

		RESOLUTION TO AMEND INTRODUCED BUDGET			Res. xxx-15
				Adopted	-05/12/15
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GENERAL REVENUES			Anticipated	Anticipated	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with			2015	2015	
		Prior Written Consent of Director of Local Government Services - Public and	From	To	
		Private Revenues Offset with Appropriations:			
		CLG Grant	-	12,548.00	
		N.J. Transportation Trust Fund Authority Act	-	226,000.00	
		Recycling Tonnage Grant	-	126,404.18	
		Drunk Driving Enforcement Fund	-	3,975.00	
		Clean Communities Program	126,404.18	-	
		Essex County Division on Aging-Title III -Older Americans Act	17,171.00	16,127.00	
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		Prior Written Consent of Director of Local Government Services - Other Special			
		Items:			
		Reserve to Pay Debt Service	134,739.15	-	
		Total Section G: Special Item of General Revenue Anticipated with Prior Written			
		Consent of Director of Local Government Services - Other Special Items	2,541,049.06	2,406,309.91	
		SUMMARY OF REVENUES			
		Total Sect Special Items of General Revenue Anticipated with Prior Written Consent of			
		Director of Local Government Services - Public and Private Revenues Offset with Appropriations	668,564.50	928,606.50	
		Total Sect Special Items of General Revenue Anticipated with Prior Written Consent of			
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GENERAL REVENUES			Anticipated	Anticipated	
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		Drunk Driving Enforcement Fund	-	3,975.00	
		Clean Communities Program	126,404.18	-	
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		Total Section F: Special Item of General Revenue Anticipated with Prior Written			
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		Prior Written Consent of Director of Local Government Services - Other Special			
		Items:			
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		7. Total General Revenues	73,754,680.86	74,104,365.47	
Be it further resolved		that three certified copies of this resolution be filed forthwith in the office of the Director			
of Local Government Services		for his certification of the local municipal budget so amended.			
Recorded Vote					
(insert last names)					
	AYES	{ NAYS	ABSTAINED	ABSENT	
		{			
		{			
		{			
		{			
It is hereby certified		that this is a true copy of a resolution amending the budget, adopted by the governing			
body on the 12th day		of May, 2015 .			
Certified by me:					
			Karen Carnevale, Municipal Clerk		
It is hereby certified		that the budget amendment annexed hereto and hereby made a part hereof is an exact copy of the			
original on file with		the Clerk of the Township of West Orange, that all additions are correct, that all statements contained			
herein are in proof		and the total of anticipated revenues equals the total of appropriations.			
Certified by me					
this the 12th day		of May, 2015 .			

SECTION 2 - UPON ADOPTION FOR YEAR 2015

(Only to be included in the Budget as Finally Adopted)

RESOLUTION

Be it Resolved by the Township Council of the Township
of West Orange, County of Essex that the budget hereinbefore set forth is hereby adopted and
shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 50,944,060.12 (Item 2 below) for municipal purposes, and
(b) \$ 0.00 (Item 3 below) for school purposes in Type I School Districts only (N.J.S. 18A:9-2) to be raised by taxation and,
(c) \$ 0.00 (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in
Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of
the following summary of general revenues and appropriations.
(d) \$ 145,460.49 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
(e)\$ 1,920,683.14 (Item 5 below) Minimum Library Levy

RECORDED VOTE
(Insert last name) Ayes { Victor Cirilo
Jerry Guarino
Susan McCartney
Patricia Spango Nays { Joseph Krakoviak
Abstained {
Absent {

1. General Revenues				SUMMARY OF REVENUES		
Surplus Anticipated				08-100	\$	2,898,302.12
Miscellaneous Revenues Anticipated				13-099	\$	15,993,697.60
Receipts from Delinquent Taxes				15-499	\$	2,347,622.49
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)				07-190	\$	50,944,060.12
3. AMOUNT TO BE RAISED BY TAXATION FOR <u>SCHOOLS IN TYPE I</u> SCHOOL DISTRICTS ONLY:						
Item 6, Sheet 42				07-195	\$	0.00
Item 6(b), sheet 11 (N.J.S. 40A:4-14)				07-191	\$	0.00
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only				0.00		
4. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR <u>SCHOOLS IN TYPE II</u> SCHOOL DISTRICTS ONLY:						
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)				07-191	\$	0.00
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY				07-192		1,920,683.14
Total Revenues				13-299	\$	74,104,365.47

SUMMARY OF APPROPRIATIONS**2015**

5. GENERAL APPROPRIATIONS	XXXXXXXX	XXXXXXXXXX.XX
Within "CAPS"	XXXXXXXX	XXXXXXXXXX.XX
(a&b) Operations Including Contingent	34-201	\$ 51,460,936.27
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 5,904,233.71
(g) Cash Deficit	46-885	\$ 0.00
Excluded from "CAPS"	XXXXXXXX	XXXXXXXXXX.XX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 6,088,027.17
(c) Capital Improvements	44-999	\$ 501,000.00
(d) Municipal Debt Service	45-999	\$ 6,801,637.33
(e) Deferred Charges - Municipal	46-999	\$ 461,473.00
(f) Judgements	37-480	\$ 0.00
(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	\$ 0.00
(g) Cash Deficit	46-885	\$ 0.00
(k) For Local District School Purposes	29-410	\$ 0.00
(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)	50-899	\$ 2,887,057.99
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)	07-195	\$ 0.00
Total Appropriations	34-499	\$ 74,104,365.47

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 12th day of May, 2015. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2015 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 12th day of May, 2015

 , Clerk.
Signature
Township Of West Orange [Code 0722], Essex County - 2015 Budget

RESOLUTION

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of lighting its roads and streets commencing with 1993; and

WHEREAS, there is attached hereto a report of the Township Engineer, recommending reimbursement for 2014 street and road lighting costs to twenty (20) qualified private communities which are either condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71; and

WHEREAS, the Township of West Orange wishes to reimburse said qualified communities as set forth in the aforementioned report of the Township Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Township Engineer Leonard R. Lepore, be reimbursed, as set forth therein, for 2014 street and road lighting costs.

BE IT FURTHER RESOLVED that the Township Business Administrator and/or Comptroller issue the appropriate checks to comply with this Resolution as soon as feasible.

KAREN J. CARNEVALE, RMC, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

I hereby certify funds are available from:

Chief Financial Officer, John Gross

Account No. 01-2030-00-9501-148
Condo Street Lighting - 2014
\$91,474.00

138-15
May 12, 2015

May 6, 2015

Mayor and Township Council
Municipal Building
66 Main Street
West Orange, New Jersey 07052

RE: **2014 REIMBURSEMENT FOR SERVICES**
TO PRIVATE COMMUNITIES
STREET LIGHTING

Mayor Parisi, Council President Guarino, Ladies and Gentlemen:

Attached please find a resolution which authorizes financial reimbursements to twenty (20) private communities for the costs of street lighting for 2014. The reimbursement is made pursuant to the Municipal Services Act. The reimbursement amounts for each community for each service is also attached.

If you have any questions about these reimbursements or the methodology used in computing them please feel free to contact me.

Very truly yours,

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp

cc: John K. Sayers
Richard D. Trenk
Kenneth Kayser
John Gross

file: reimbursement for services private communities letter 2014

RESOLUTION

WHEREAS, KB Events, LLC (“KB”) has recently organized and overseen inflatable-slide events in Salt Lake City, Utah; Boise, Idaho; and West Palm Beach, Florida; and

WHEREAS, the Downtown West Orange Alliance will hold its annual street fair on June 6, 2015 (the “Fair”); and

WHEREAS, the Township of West Orange (the “Township”) seeks to partner with KB in order to further promote and enhance the Fair; and

WHEREAS, there exists within the Township a section of Mount Pleasant Avenue between Brennan Drive and Main Street (the “Site”); and

WHEREAS, KB desires to use a portion of the Site, on the date of the Fair, for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system; and

WHEREAS, the Township is willing to permit said use of the Site in accordance with the terms and conditions set forth in the license agreement annexed hereto as **Attachment A** (the “License Agreement”);

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of the West Orange, that the Mayor be and is hereby authorized to execute the License Agreement, in the form annexed hereto as **Attachment A**; and it is further

RESOLVED that this Resolution shall be made available in the Clerk’s office for reasonable inspection in accordance with applicable law.

Karen J. Carnevale,
Municipal Clerk

Jerry Guarino,
Council President

Adopted: May 12, 2015

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation, whose address is 66 Main Street, West Orange, New Jersey (the "Township"), as licensor,

and

KB Events, LLC, a Utah Corporation, whose address is 2652 Wellington Street, Salt Lake City, Utah ("KB"), as licensee:

Recitals

WHEREAS, KB has recently organized and overseen inflatable-slide events in Salt Lake City, Utah; Boise, Idaho; and West Palm Beach, Florida; and

WHEREAS, the Downtown West Orange Alliance will hold its annual street fair on June 6, 2015 (the "Fair"); and

WHEREAS, the Township seeks to partner with KB in order to further enhance and promote the Fair; and

WHEREAS, there exists within the Township a section of Mount Pleasant Avenue between Brennan Drive and Main Street (the "Site"); and

WHEREAS, KB desires to use a portion of the Site, on the date of the Fair, for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system; and

WHEREAS, the Township is willing to permit said use of the Site in accordance with the terms set forth below.

Agreement

The above Parties hereby agree to the following terms and conditions of this License Agreement.

1. Use of the Property

KB shall be permitted to use the Site for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system (the "Slide") and anything else related to the operation of the Slide (the "Slide Equipment").

2. Term

KB's use of the Site, as set forth in Paragraph 1, shall be limited to the twenty (20) hour period between 4:00 a.m. and 11:59 p.m. on June 6, 2015, which shall include setup, dismantling, and cleanup activities (the "Term"). The Slide shall be in operation between 11:00 a.m. and 6:00 p.m. on June 6, 2015.

3. Fee and Charges

There shall be no fees or charges for KB's use of the Site during the Term.

4. Indemnification

KB expressly covenants and agrees to defend, indemnify and save harmless the Township, its agents, elected officials, and employees against and from any and all liabilities, obligations, damages, penalties, fines, claims, costs, liens, charges and expenses of any kind, including but not limited to attorney's fees, which may be asserted by third persons against the Township or its agents, elected officials, or employees by reason of or in connection with any one or all of the following:

- a. the activities of KB, its agents, employees, contractors, licensees or invitees;
- b. any negligent or otherwise wrongful act or omission on the part of KB or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to persons located at the Site during the Term;
- c. any work or thing done in, on or about the Site either by or at the direction of KB, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to persons located at the Site during the Term;
- d. any accident, injury or damage to any person or property; and
- e. any violation by KB of any provision of any local, state or federal law or regulation.

5. Release of Claims by KB

KB releases and forever discharges the Township, along with any entities in which the Township has an interest, from any and all manner of waivable claim, known or unknown, civil or criminal, vested or contingent, asserted or unasserted, legal or equitable, that KB or its heirs, executors, administrators, successors and assigns ever had or may now have, as of the date upon which this License Agreement is executed, against the Township, of any nature or description, assertable in any forum, including but not limited to any claims arising from any damage to the Slide or Slide Equipment or any loss or diminishment of profits generated by KB for any reason.

6. Insurance

KB agrees to maintain a general liability insurance policy naming itself and the Township as named insureds in an amount not less than one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) in the aggregate.

7. Security

KB shall be responsible for the compensation of five (5) extra duty West Orange Police officers for the twenty (20) hour duration of the event, and of one (1) extra duty West Orange Police officer for a sixteen (16) hour duration, at a rate of \$81/hour, totaling \$9,396.00 (the "Security Compensation"). In the event that the Township determines that any of the foregoing

extra duty officers are not needed, or are needed for a shorter duration than set forth above, the Security Compensation due to the Township by KB shall be reduced.

KB agrees to pay any other additional public safety charges incurred by the Township beyond its normal staffing requirements ("Additional Charges"). Any Additional Charges shall be set forth in an invoice to be furnished to KB by the Township by no later than June 30, 2015.

8. Escrow

By no later than May 31, 2015, KB shall deposit the sum of \$10,000 to be held in escrow by the Township to cover payment of the Security Compensation and, if applicable, the Additional Charges (the "Escrow"). The unexpended balance of the Escrow shall be returned to KB.

9. No Tobacco or Alcohol on Site

KB and its agents shall refrain from the use of tobacco, tobacco products, and/or alcohol on the Site and shall prohibit the use of tobacco, tobacco products, and/or alcohol on the Site.

10. Maintenance

KB shall maintain the Site in a neat, clean, and orderly manner free of all garbage, waste, litter and debris. All garbage receptacles placed on the Site shall be emptied and their contents disposed of as reasonably necessary throughout the Term. In addition, to the extent that the Township advises KB of any dangerous condition, KB agrees to immediately take all steps necessary and appropriate to eradicate the dangerous condition.

11. Pedestrian Barriers

KB shall be responsible for the payment, procurement, installation, and removal of pedestrian barriers to be positioned between public areas, on one side, and water and electrical sources contained in the area encompassing the Slide/Slide Equipment, on the other side.

12. Portable Restrooms

KB shall be responsible for the payment, procurement, installation and removal of twelve (12) portable restrooms to be positioned at the Site during the Term at a location designated by the Township.

13. Township's Provision of Emergency Services

The Township shall provide ambulatory and first aid services during the Term. To the extent possible based upon any emergencies that exist or may arise requiring alternate use of the Township's emergency resources, the Township will ensure that one (1) ambulance and two (2) emergency medical technicians are positioned at the Site during the Term.

14. Township's Right to Inspect Site

The Township may enter the Site at any time to inspect the Site as the Township deems necessary or desirable. KB shall have no claim or cause of action against the Township solely for entering the Site in accordance with this paragraph.

15. Compliance with Laws and Regulations

KB shall comply with and adhere to all laws and regulations while using the Site.

16. No Representations

Neither Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

17. Permits and Approvals

KB hereby represents and warrants that it has obtained or shall obtain all necessary local, state, and federal permits and approvals in connection with the activities described herein.

18. Consideration

The Parties hereby acknowledge that the only consideration for executing this License Agreement is as set forth herein.

19. Waiver of Jury Trial

To the extent that waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Site.

20. Choice of Law

This License Agreement shall be governed by the laws of the State of New Jersey.

21. Choice of Venue

Venue for the adjudication of any disputes arising from or in relation to this License Agreement shall lie exclusively in the Superior Court of New Jersey, Essex Vicinage.

22. Captions

The captions set forth in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

23. Severability

If any provision of this License Agreement is declared by any Court or tribunal of competent jurisdiction to be illegal, void or unenforceable as written, the remaining provisions of this License Agreement shall nevertheless remain in full force and effect.

24. Ambiguity

The Parties further stipulate and agree that they have each had an opportunity to participate in the negotiation and drafting of this License Agreement, and that any ambiguity in this License Agreement will not be construed for or against either Party.

25. Access to Legal Counsel

The Parties further stipulate and agree that they each have had the opportunity to consult with legal counsel of their choosing prior to entering into this License Agreement, and that neither Party has relied upon any statement, representation or advice by the other Party's counsel.

26. Counterparts

This License Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

27. Amendments

This License Agreement may only be amended in writing, pursuant to an instrument executed by the Parties.

28. No Assignment

KB is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Township, which consent may be withheld by the Township in the Township's sole discretion.

29. Notice

Notices and other communications provided herein shall be in writing and shall be deemed given only if delivered by registered or certified mail (return receipt requested) with postage and registration or certification fees thereon paid, or by any nationally recognized overnight courier, addressed to the Party at its address set forth below:

If to the Township:

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052
Phone: (973) 325-4155
Fax: (973) 731-1196
E-Mail: kcarnevale@westorange.org

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Ave., Suite 300
West Orange, NJ 07052
Phone: (973) 243-8600
Fax: (973) 243-8677
E-mail: rtrenk@trenklawfirm.com

If to KB:

Ty Kidman
KB Events, LLC
2652 Wellington Street
Salt Lake City, UT 84106
Phone: (801) 243-7218
E-Mail: ty@slidethecity.com

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:

Dated:

KB EVENTS, LLC

By: _____

Title:

WITNESS:

Dated:

TOWNSHIP OF WEST ORANGE

By: _____

Robert D. Parisi, Mayor

RESOLUTION

WHEREAS, the Township Council by Resolution No. 120-14 dated June 24, 2014 authorized a Professional Services Contract with Suburban Consulting Engineers of 100 Valley Road, Suite 202, Mt. Arlington, New Jersey 07856 in the amount of \$15,950.00 for the design of roadway improvements for Oxford Terrace, Dartmouth Road and Winding Way from Gregory Avenue to Dartmouth Road; and

WHEREAS, during the course of the design of the improvements the Township Engineer identified the need to extend the improvements on Winding Way past Dartmouth Road through and just west of the intersection with Lowell Avenue to address drainage problems through the intersection; and

WHEREAS, Suburban Consulting Engineers estimated the cost of their field work and their design work of this additional section of Winding Way would not exceed \$1,000.00; and

WHEREAS, the Township Engineer by letter dated May 6, 2015 recommends this additional appropriation and expenditure as necessary and beneficial; 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 an additional \$1,000.00 appropriation and expenditure for the design of Winding Way from Dartmouth Road through its intersection with Lowell Avenue by Suburban Consulting Engineers, Inc., 100 Valley Road, Suite 202, Mt. Arlington, New Jersey 07856 as part of their design of Oxford Terrace, Dartmouth Road and Winding Way up to Dartmouth Road is authorized.

KAREN J. CARNEVALE, MUNICIPAL CLERK

JERRY GUARINO, COUNCIL PRESIDENT

Adopted: May 12, 2015

I hereby Certify funds are available from:

**Account No 03-2407-14-0060-010.
2014 Street Resurfacing**

JOHN GROSS, CHIEF FINANCIAL OFFICER

**AN ORDINANCE AMENDING CHAPTER 25, SECTIONS 51.16, OF THE REVISED
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(REVISION OF ZONING ORDINANCE)**

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 incorporate a Sustainability checklist as part of the major/minor site plan, subdivision application process in an effort to create a more sustainable community and further the objectives of the Sustainability Plan included in the Township's Master Plan Updated adopted by the Township of West Orange Planning Board in 2010. The Sustainability checklist shall incorporate and encourage green building and sustainability measures for various aspects of zoning and planning, but zoning and planning approval shall not be conditioned upon any particular rating.

II. CHAPTER 25-51.16. SHALL BE ADDED AND READ AS FOLLOWS:

25-51.16 Sustainable Building and Design Standards.

All applicants for major and/or minor site plan and/or subdivision approval shall complete a Sustainability checklist form as a completeness item.

- a. The Township shall incorporate the current version of "Leadership in Energy & Environmental Design Rating System," which includes rating systems for LEED for New Construction and Major Renovation promulgated by the US Green Building Council.
- b. The Sustainability checklist form shall incorporate proposed green energy and water conservation measures including:
 1. The name of any LEED Accredited Professionals working on the project.
 2. A list of appliances, fixtures and construction techniques which meet U.S. EPA's Energy Star and WaterSense standards.
 3. A list of green and recycled building materials used in construction, renovation, and maintenance.
 4. A Waste Management Plan for recycling and/or reusing 60 percent of all construction and demolition waste generated in projects larger than \$25,000 outlining where waste will be sent for recycling, reuse, reprocessing, or disposal, together with a letter from each of the recipient facilities.
 5. Use of any water efficient landscaping.
 6. Use of any on-site renewable energy systems such as:
 - i. Solar
 - ii. Wind
 - iii. Geothermal

7. Details of roofing materials designed to reduce the urban heat island effect such as:
 - i. Construction of roof top gardens to reduce solar gain in summer and insulate in winter
 - ii. Use of roofing materials that are no darker than a light gray or demonstrate how alternate roofing materials reduce the urban heat island effect
 8. Details of any sustainable stormwater systems employed such as:
 - i. Bioswales/ raingardens
 - ii. Permeable surfaces
 - iii. Grey water systems
 - iv. Retention and detention facilities
 - v. Continuous trenching
 9. A list of native and well adapted species used in landscaping to eliminate the need for fertilization and pesticides.
- c. For each of the items listed on the Sustainability checklist form applicants must indicate the extent to which they are incorporating such a measure in the project or, alternatively, indicate the reason(s) why the measure is not being incorporated in the project.

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.

Jerry Guarino, Council President

Robert D. Parisi, Mayor

Karen J. Carnevale, Municipal Clerk

Introduced: April 14, 2015

Adopted: May 12, 2014

Legislative History

The purpose of this ordinance is implement measures to further the objectives of the Sustainability Plan included in the Township of West Orange’s Master Plan Update adopted by the Township of West Orange Planning Board in 2010. Specifically this ordinance incorporates a Sustainability checklist as part of the minor site plan, subdivision and/or major site plan, subdivision applications process whereby applicants will have to disclose whether certain efforts have been made to utilize sustainability measures and obtain a rating accordingly. The ratings systems is adopted from the current version of the “Leadership in Energy & Environmental Design Rating System,” which includes rating systems for LEED for New Construction and Major Renovation promulgated by the US Green Building Council. While the submission of a Sustainability checklist shall be mandatory for the zoning and planning approval, zoning and planning approval shall not be conditioned upon a specific rating under LEED. A proposed Sustainability checklist shall resemble the following:

SUSTAINABILITY CHECKLIST FORM

	APPLICANT	TOWNSHIP
		OK (Date)
<u>SUSTAINABLE BUILDING AND DESIGN STANDARDS</u>		
Name of LEED Accredited Professional working on project		
List of Energy Star and WaterSense appliances, fixtures and construction techniques		
List of green and recycled building materials in new construction, renovation, and maintenance		
Waste Management Plan for recycling and/or reuse of 60 percent of all construction and demolition of waste generated in projects larger than \$25,0000		
Use of any water efficient landscaping		
Use of any on-site renewable energy systems such as: Solar Wind Geothermal		
Details of roofing materials designed to reduce the urban heat island effect such as: Construction of roof top gardens to reduce solar gain in summer and insulate in winter Use of roofing materials that are no darker than a light gray or demonstrate how alternate roofing materials reduce the urban heat island effect		
Details of any sustainable stormwater systems employed such as: Bioswales/ raingardens Permeable surfaces Grey water systems Retention and detention facilities		

Continuous trenching		
A list of native and well adapted species used in landscaping to eliminate the need for fertilization and pesticides		

Note: Please indicate for each of the sustainable building/design items listed, the extent to which the measure is being incorporated in the project or, alternatively, indicate the reason(s) why it is not being incorporated in the project.

4841-2499-3570, v. 1

BOND ORDINANCE AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$6,298,200 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$5,998,280 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 \$6,298,200, such sum includes the sum of \$299,920 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 one or more previously adopted budgets for down payments or capital improvement purposes.

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 \$5,998,280 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 \$5,998,280 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, the estimated cost of each Improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each Improvement and the period of usefulness of each Improvement are as follows:

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) Acquisition of various equipment, including but not limited to pressure washer, copiers/printers and scanners.	\$233,500	\$222,380	5.64 Years
b) Various indoor facility improvements, including but not limited to HVAC for the Police Building, including all work and materials necessary therefor or incidental thereto.	215,000	204,761	15 Years
c) Acquisition of various information technology equipment, including but not limited to computer network upgrades, including server.	240,000	228,571	5 Years
d) Various outdoor facility improvements, including but not limited to O'Connor Street hockey renovations, resurfacing of Degnan Tennis Court, resurfacing of Colgate Tennis Court and resurfacing of Degnan Basketball and Stagg Tennis Courts, including all work and materials necessary therefor or incidental thereto.	550,000	523,809	15 Years
e) Various sewer improvements, including but not limited to Maple Avenue, Main Street bump out, and underground storage tank site remediation, including all work and materials necessary therefor and incidental thereto.	405,000	385,713	18.88 Years
f) Resurfacing of various streets, including but not limited to Mt. Vernon Avenue, Watson Avenue, Oxford Terrace Winding Way Dartmouth Road, Cherry Street Belgrade Terrace, including traffic stripping markings and signs and curbing.	4,186,250	3,986,904	10 Years

<u>Improvements</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
g) Acquisition of various vehicles, including but not limited to trucks, pick- up trucks, fire vehicle and ambulances.	468,450	446,142	5 Years
TOTAL	\$6,298,200	\$5,998,280	

(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 \$5,998,280.

(c) The estimated cost of the Improvements is \$6,298,200 which amount represents the initial appropriation made by the Township. The excess of the appropriations made for each of the Improvements over the estimated maximum amount of Bonds or Notes authorized to be issued therefor is the amount of the Down Payment for each purpose.

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 10.45 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 \$5,998,280 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,400,000 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 \$5,998,280.

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.

Introduction: May 12, 2015

Adopted: May 26, 2015

Robert D. Parisi
Mayor

Jerry Guarino
Council President

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

Karen J. Carnevale, Municipal Clerk