

**CITY OF EAST ORANGE
IN THE COUNTY OF ESSEX
STATE OF NEW JERSEY**

**NOTICE OF SALE OF
\$1,307,000 TAX APPEAL REFUNDING NOTES, SERIES 2019**

**BOOK-ENTRY ONLY
NON-CALLABLE**

Proposals for the purchase of the above-captioned Tax Appeal Refunding Notes (the "Notes") of the City of East Orange, in the County of Essex, State of New Jersey (the "City") will be received by the City, on **Thursday, March 7, 2019**, until 11:15 a.m. No proposals will be received after 11:15 a.m. A determination as to the award will be made by the Chief Financial Officer of the City no later than 2:00 p.m. on that date. Proposals shall be on the Official Form of Proposal for Notes attached hereto. Proposals will be received by either (a) facsimile at (732) 726-6645, Attn: Everett M. Johnson, Esq., Bond Counsel, (b) e-mail to ejohnson@wilentz.com or (c) electronically via PARITY in the manner described below. **The City will accept proposals via e-mail that contain the information in bold on the attached Official Form of Proposal for Notes, including the purchase price, interest rate per annum, information regarding entity and informational items at the bottom.**

The Notes are being issued to (i) refund, on a current basis, a \$700,000 portion (along with \$1,545,000 budgeted paydowns of the City) of the Prior Tax Appeal Refunding Notes of the City issued in the aggregate amount of \$2,245,000 on March 23, 2018 and maturing on March 22, 2019 (the "Prior March Tax Appeal Refunding Notes") and a \$607,000 portion (along with a \$609,000 budgeted paydown of the City) of prior Tax Appeal Refunding Notes of the City issued in the amount of \$1,216,000 on June 1, 2018 and maturing on March 22, 2019 (the "Prior June Tax Appeal Refunding Notes" and together with the Prior March Tax Appeal Refunding Notes, the "Prior Tax Appeal Notes").

Procedures Regarding Electronic Bidding. Proposals may be submitted electronically via PARITY in accordance with this Notice of Sale, until 11:15 a.m., New Jersey time on March 7, 2019, but no proposal will be received after the time for receiving proposals specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 404-8102. In the event that a proposal for the Notes is submitted via PARITY, the bidder further agrees that:

1. The City may regard the electronic transmission of the proposal through PARITY (including information about the purchase price of the Notes, the interest rate or rates to be borne by the Notes and any other information included in such transmission) as though the same information was submitted on the Proposal for Notes provided by the City and executed and submitted by a duly authorized representative of the bidder. If the proposal submitted electronically via PARITY is accepted by the City, the terms of the proposal for the Notes and this Notice of Sale, as well as the information that is electronically transmitted through PARITY, shall form a contract and the Successful Bidder(s) shall be bound by the terms of such contract.
2. PARITY is not an agent of the City, and the City shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the City or information provided by the bidder.
3. The City may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3") and/or PARITY no later than 3:00 p.m. (New Jersey time) on the last business date prior to March 7, 2019.
4. Once the proposals are communicated electronically via PARITY to the City, as described above, each proposal will constitute a proposal for the Notes and shall be deemed to be an irrevocable offer to purchase the Notes on the terms provided in this Notice of Sale. For purposes of submitting proposals for the Notes electronically via PARITY, the time maintained on PARITY shall constitute the official time.
5. Each bidder shall be solely responsible for making necessary arrangements to access PARITY for purposes of submitting its proposal in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the City nor PARITY shall have any duty or obligation to provide or assure access to any bidder, and neither the City nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The City is using PARITY as a communications mechanism, and not as the City's agent, to conduct the electronic bidding for the Notes. By using PARITY, each bidder agrees to hold the City harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Notes.

Each proposal must offer to purchase all of the Notes being offered at a price not less than par and must specify a single rate of interest offered for the Notes. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months in a 360-day year. The Notes will be awarded to the entity on whose proposal the issuance thereof may be made at the lowest net interest cost. The Chief Financial Officer of the City reserves the right to waive irregularities in any proposal, reject all proposals or to award the Notes to an entity other than the entity submitting the lowest proposal. An entity, by submitting a proposal, agrees to accept the determination of the Chief Financial Officer of the City.

The Notes will not be designated as qualified tax-exempt obligations for purposes of section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended.

SPECIFICATIONS OF THE NOTES

| | |
|--------------------------|--|
| Principal Amount: | \$1,307,000 Tax Appeal Refunding Notes, Series 2019 |
| Dated: | March 20, 2019 |
| Maturity Date: | March 19, 2020 |
| Interest Rate Per Annum: | Specified by the purchaser |
| Rating: | Standard & Poor's: SP-1+ |
| Legal Opinion: | Wilentz, Goldman & Spitzer, P.A. ("Bond Counsel"), in substantially the form set forth in Preliminary Official Statement (as defined herein) |
| Paying Agent: | City of East Orange, in the County Essex, State of New Jersey |
| Closing: | |
| a. Date: | March 20, 2019 |
| b. Location: | Offices of Wilentz, Goldman & Spitzer, P.A., located at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 |
| Denominations: | \$1,000 or any integral multiple thereof, with a minimum purchase of \$5,000 required |
| Payment: | Wire transfer |
| Form of Notes: | Book-Entry Only (The Depository Trust Company) |

The Notes will be non-callable general obligations of the City payable ultimately from *ad valorem* taxes levied upon all the taxable property within the City without limitation as to rate or amount to the extent that payment is not otherwise provided.

The successful purchaser of the Notes shall be obligated to furnish to the City within forty-eight (48) hours prior to the date of delivery of the Notes, a certificate ("Issue Price Certificate") satisfactory to Bond Counsel, if determined by Bond Counsel to be applicable, in substantially the proposed form of the Issue Price Certificate attached hereto as Exhibit A.

The request for the assignment of CUSIP identification numbers shall be the responsibility of NW Financial Group, LLC, Hoboken, New Jersey, the Municipal Advisor to the City (the "Municipal Advisor"), and the CUSIP Service Bureau charge therefor shall be the responsibility of, and shall be paid for by, the purchaser. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Notes to have the CUSIP numbers printed on the Notes. Neither the failure to print such number on the Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and make payment for the Notes in accordance with the terms of this Notice of Sale.

The City has authorized the distribution of a Preliminary Official Statement (the "Preliminary Official Statement"), "deemed final" as of its date for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and supplemented. The Preliminary Official Statement may be viewed electronically at www.MuniHub.com. Bidders may either (a) print out a copy of the Preliminary Official Statement on their own printer, or (b) at any time prior to 11:15 a.m. on March 7, 2019, elect to receive an electronic copy of the Preliminary Official Statement via electronic mail by calling the City's bond counsel, Everett M. Johnson, Esq., of Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 at (732) 855-6149. All Bidders must review the Preliminary Official Statement and by submitting a proposal will certify that they did so prior to submitting their proposal. Final Official Statements will be delivered to the purchaser of the Notes within the earlier of seven (7) business days following the award of the Notes or to accompany the purchaser's confirmations that request payment for the Notes, such Official Statement to be dated as of the date of the award of the

Notes. The Successful Bidder will be furnished upon request, without cost, with a reasonable number of copies of the Official Statement. Neither the City, the Bond Counsel nor Municipal Advisor is responsible to any Bidder for any defect or inaccuracy in the Preliminary Official Statement as it appears on www.MuniHub.com.

CITY OF EAST ORANGE , IN THE COUNTY
OF ESSEX, STATE OF NEW JERSEY

/s/ Juan Uribe

Juan Uribe,
Chief Financial Officer

Dated: February 28, 2019

OFFICIAL FORM OF PROPOSAL FOR NOTES

\$1,307,000 TAX APPEAL REFUNDING NOTES, SERIES 2019

CITY OF EAST ORANGE
IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY

DATED: MARCH 20, 2019

MATURING: MARCH 19, 2020

BID DATE: MARCH 7, 2019

VIA TELECOPY (732) 726-6645 OR E-MAIL EJOHNSON@WILENTZ.COM

Juan Uribe
Chief Financial Officer
City of East Orange
Attn: Everett M. Johnson

Dear Mr. Uribe:

Subject to the provisions of the Notice of Sale (the "Notice") which is made a part hereof, we offer to purchase the Tax Appeal Refunding Notes (the "Notes") described in such Notice in the aggregate principal amount of \$1,307,000 at a **purchase price** of \$_____, provided that the Notes bear **interest at the rate per annum** of _____%.

**Name of Entity
Making Proposal:**_____

Address:_____

**Authorized
Signatory:**_____

Name:_____

Phone Number:_____

Please supply the following for informational purposes only and not as part of the foregoing proposal:

Gross Interest Payable on Notes: \$ _____

Less: Premium on the Notes (if any): \$ _____

Net Interest Cost: \$ _____

Net Interest Rate: _____%

Reoffering Yield: _____%

Reoffering Price: _____

EXHIBIT A to the Tax Appeal Refunding Notes Notice of Sale

Form of Issue Price Certificate

March ____, 2019

City of East Orange
44 City Hall Plaza
East Orange, New Jersey 07018

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Re: City of East Orange, in the County of Essex, State of New Jersey
\$1,307,000 Tax Appeal Refunding Notes, Series 2019

Ladies and Gentlemen:

The undersigned, as a representative of the Underwriter of the \$1,307,000 aggregate principal amount of Tax Appeal Refunding Notes, Series 2019 (the "Notes"), sold on the Sale Date (as hereinafter defined), dated and issued on the date hereof and maturing on March 19, 2020, of the City of East Orange, in the County of Essex, State of New Jersey (the "Issuer" or "City"), hereby certifies as follows:

[1. [Alternate 1 - ***Bids Received From at Least 3 Underwriters.***]

(a) As of the Sale Date, the reasonably expected initial offering price of the Notes to the Public by the undersigned is the price listed below (the "Expected Offering Price"). The Expected Offering Price is the price for the Notes used by the undersigned in formulating its bid to purchase the Notes.

(b) The undersigned was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the undersigned constituted a firm offer to purchase the Notes.

(d) Based on the Expected Offering Price, the offering price of the Notes to the Public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

| <u>MATURITY DATE</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>EXPECTED OFFERING PRICE</u> |
|----------------------|-----------------------------|----------------------|------------------------------------|
| | \$ | % | % |

2. The yield on the Notes is not less than ____%.]

[1. [Alternate 2 - **Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Notes by closing**] As of the date of this certificate, the first price at which at least 10% of the Notes was sold to the Public is the price listed below under "Offering Price". Based on the Offering Price, the Offering Price of the Notes to the public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

| <u>MATURITY DATE</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>OFFERING PRICE</u> |
|----------------------|-------------------------|----------------------|-----------------------|
| | \$ | % | % |

2. The Yield on the Notes is not less than ____%.]

[1. Alternate 3 - **Hold-the-Price language**] As of the Sale Date, the Underwriter offered the Notes to the Public for purchase at the Offering Price listed below. The Underwriter agrees that (i) it will neither offer nor sell any of the Hold-The-Offering-Price Maturity to any person at a price that is higher than the Offering Price listed below for the Notes during the Holding Period for the Notes (the "Hold-The-Offering-Price Rule") and (ii) any selling group agreement shall contain an agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain an agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold the Hold-The-Offering-Price Maturity at a price that is higher than the Offering Price for the Notes during the Holding Period. The Offering Price of the Notes to the public is \$_____ (face amount of \$_____, plus original issue premium of \$_____).

| <u>MATURITY DATE</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>OFFERING PRICE</u> |
|----------------------|-------------------------|----------------------|-----------------------|
| | \$ | % | % |

2. The Yield on the Notes is not less than ____%.]

3. **Defined Terms.** In addition to the terms defined above, the following terms used herein shall have the meanings therefor set forth below:

[(a) "Hold-The-Offering-Price Maturity" means the Maturity of the Notes listed in the chart above.]

[(b) "Holding Period" means, with respect to a Hold-The-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-The-Offering Price Maturity to the Public at a price that is no higher than the Offering Price for such Hold-The-Offering-Price Maturity.]

(a) "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly.

(c) "Sale Date" means the date in which the Notes were offered and sold to the Underwriter for the Maturity of the Notes. The Sale Date of the Notes is March 7, 2019.

(d) "Underwriter" means _____ and (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

(e) "Yield" means the discount rate which, when used in computing the present value of the expected issue payments (principal and interest components, qualified guarantee payments, and the retirement price) to be paid on the Notes, produces an amount equal to the issue price of the Notes as of the date hereof.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the undersigned's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to compliance with the federal income tax rules affecting the Notes, and by bond counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Very truly yours,

_____ [UNDERWRITER]

By: _____

Name: _____

Title _____

[THIS PAGE INTENTIONALLY LEFT BLANK]