

REGULAR COUNCIL MEETING
JANUARY 13, 2015

Council Chamber, Municipal Building
Irvington, N.J. – Tuesday Evening
January 13, 2015 - 8:00 P.M.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call

Present: Renee C. Burgess, Vernal Cox, October Hudley, Sandra R. Jones, David Lyons, Charnette Frederic

Absent: Paul Inman (excused)

President Frederic read the Statement of Proper Notice pursuant to the Sunshine Law.

4. Hearing of Citizens on Agenda Items Only (limited to three minutes per person and thirty minutes total)

Cathy Southerland, 50 Adams Street
Elouise McDaniel, 214 Nesbit Terrace

5. Hearing of Council Members

Council Members Lyons and Cox responded to the issues raised by the above referenced citizens.

6. Reports & Recommendations of Township Officers, Boards & Commissions

A. Reports

1. Minutes – Directors’ Meeting – 12-23-14
2. Joint Meeting - First Quarterly Assessment
3. Joint Meeting – Annual Assessment Report – 2015
4. Construction Official – Permits Issued In November

7. Reports of Committees

A. Requests for Proposals Results - Insurance and Public Defenders

8. Ordinances, Bills & Claims

A. Ordinances on 1st Reading

None

C. Bills & Claims

Jones – Burgess 1. Bill Lists

RESOLVED THAT THE BILLS AND CLAIMS AGAINST THE TOWNSHIP OF IRVINGTON FOR A PERIOD JANUARY 13, 2015, AS ENUMERATED ON THIS LIST FOR MATERIALS, SUPPLIES AND SERVICES FURNISHED, DELIVERED AND/OR PERFORMED HAVE BEEN CERTIFIED BY THE DEPARTMENTS AS CORRECT, EACH CLAIM AND PURCHASE ORDER HAVE BEEN VERIFIED AND REVIEWED FOR THE AVAILABILITY OF FUNDS, ACCURACY OF ACCOUNT CODING AND COMPLETENESS BY THE ADMINISTRATION, THEREFORE:

BE IT RESOLVED, BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THAT THE FOLLOWING BE PAID BY THE CHIEF FINANCIAL OFFICER:

BILL LIST	\$856,973.26
SUPPLEMENTAL	\$ 34,812.83
TOTAL	\$891,785.83

Adopted
Absent: Inman

Jones – Cox 2. Payrolls

November 22, 2014 through December 5, 2014

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,376,501.97	\$124,406.90	\$40,944.20	\$1,541,853.07

December 13, 2014 through January 9, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$1,382,960.84	\$98,551.71	\$51,551.71	\$1,533,426.62

December 10, 2014 through January 23, 2015

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$ -0-	\$ -0-	\$403.85	\$403.85

November 22, 2014 through December 5, 2014

REGULAR	OVERTIME	OTHER EARNED	TOTAL
\$ -0-	\$ -0-	\$489,292.00	\$89.292.00

Adopted
Absent: Inman

9. Resolutions & Motions

A. Resolutions

Hudley – Burgess 1. Establish Handicapped Parking Spaces in Front of 9 Lindsley Avenue, 454 Myrtle Avenue and 45 Olympic Terrace

WHEREAS, N.J.S.A. 39:4-197.5 provides that a Municipality may by resolution provide for restricted parking spaces in front of residences for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, requests have been made for restricted parking spaces in front of 9 Lindsley Avenue, 454 Myrtle Avenue and 45 Olympic Terrace:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a parking space restricted for use by any person who has been issued a special vehicle identification card pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206, be established in front of 9 Lindsley Avenue, 454 Myrtle Avenue and 45 Olympic Terrace; and

BE IT FURTHER RESOLVED that the Department of Public Works is directed to place a sign designating said handicapped parking spaces.

Adopted
Absent: Inman

Jones – Frederic 2. Commemoration - 30th Annual Dr Martin Luther King, Jr. Day

DR. MARTIN LUTHER KING JR.
30th ANNUAL COMMEMORATIVE TRIBUTE

WHEREAS, the President and Congress of the United States have designated the third Monday in January of each year as Dr. Martin Luther King, Jr. Day and to commemorate the January 15th birthday of this important leader of the Civil Rights Movement in our Country; and

WHEREAS, there is national recognition and respect for Dr. King's teachings and preachings of the principles of freedom, responsibilities of liberty, ideals of brotherhood, respect for human rights, promotion of social and economic cooperation and the need for international peace and security; and

WHEREAS, New Jersey has also adopted Dr. Martin Luther King, Jr. Day as a State Holiday and created a Commemorative Commission to honor Dr. King to enlighten the population of our State to the teachings and principals of Dr. King to relieve the burdens of illiteracy and poverty while offering the beacon of hope to the needy; and

WHEREAS, the Dr. Martin Luther King, Jr. Commemorative Committee of Irvington works diligently to preserve the name and promote the teachings of Dr. King, and this year will celebrate King its annual tribute:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the Township of Irvington joins with all residents of this Country of ours in commemorating Dr. Martin Luther King, Jr. Day and proclaiming support for his teachings of freedom; brotherhood; love, not hate; ending poverty; working for peace, not war; and education to increase understanding; and

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Irvington Public Library for public display and to the Martin Luther King Jr. Commemorative Committee of Irvington to recognize their continuing efforts and programs in commemoration of Dr. King and in keeping the dream alive by acknowledging the twenty-fifth annual tribute to Dr. Martin Luther King, Jr.

Adopted
Absent: Inman

Jones – Cox 3. Authorize Extension of Contract for Leaf Removal Services to September 24, 2015 - Reliable Wood Products - \$21.00 Per Cubic Yard for Leaves, \$17.00 per Cubic Yard for Brush and \$21.00 per Cubic Yard for Mixed Vegetative Waste

EXTENDING CONTRACT FOR LEAVES, BRUSH AND MIXED VEGETATIVE WASTE

WHEREAS, resolution number DPW 13-0924-29 awarded a one year contract to Reliable Wood Products on September 24, 2014; and

WHEREAS, resolution number DPW 14-1015-32 extended this service contract for three months; and

WHEREAS, the original bid specifications allowed the Township to extend this service contract if agreed by mutual parties for one year; and

WHEREAS, the vendor has agreed in writing to extend this service contract for an additional nine months; and

WHEREAS, in the best interest of our taxpayers, the Township wishes to extended the service contract to Reliable Wood Products until September 24, 2015; and

WHEREAS, the Public Works Director has recommended that this service contract be extended; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that contract for Leaves, Brush and Mixed Vegetative Waste be awarded to Reliable Wood Products one Caven Point Ave, Jersey City, NJ 07305 for removal and disposal in the amount of: \$12.00 per cubic yards for leaves, \$17.00 per cubic yard for brush and \$21.00 per cubic yard for mixed vegetative waste.

BE IT FURTHER RESOLVED, this service contract will expire September 24, 2015; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted

Absent: Inman

Hudley – Jones 4. Authorize Emergency Contract for HVAC Repairs - Dyna Temp - \$1,820.32

**RESOLUTION TO AWARD AN EMERGENCY CONTRACT FOR AIR
CONDITIONING SERVICE WITH DYNA TEMP**

WHEREAS, the Acting Public Works Director declared an emergency to repair HVAC equipment in the Municipal Building, Municipal Court and Chris Gatling Center, and;

WHEREAS, this situation constitutes a threat to public health, safety and welfare and the Public Works Director has declared an emergency, and;

WHEREAS, Dyna Temp was called and services were rendered to repair the HVAC units and;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that it ratifies the decision of the Director of Public Works to authorize an emergency contract to DYNA temp for HVAC services rendered

on June 2012, February 2013, March 2013 and April 2013, for an amount not to exceed \$1,820.32.

BE IT FURTHER RESOLVED, the appropriation to be charged for this expenditure are Account Numbers 2-01-21-165-165-118 and 3-01-21-165-165-118.

Adopted

Absent: Inman

Jones – Frederic 5. Authorize Pool of Law Firms for Public Defender Services – Genia C. Phillip, Esq., Charles C. Chikezie, Esq. and Jonathan Goodman, Esq. - \$150.00 Per Court Session

A RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO USE ALTERNATE PUBLIC DEFENDERS ON AN ON-CALL BASIS THROUGH A FAIR AND OPEN PROCESS

WHEREAS, the Request for Proposals for Public Defender services was publicly advertised in the New Jersey Star Ledger on December 17, 2014 with a deadline for qualification to be submitted on December 30, 2014; and

WHEREAS, three (3) qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Business Administrator; and

WHEREAS, the qualifications satisfied the bid requirement and;

WHEREAS, the Business Administrator has recommended award should be made to the following firms:

Genia C. Phillips Law Firm
Genia C. Phillips
561 Broad Street, Second Floor
Newark, NJ 07102

Law Office of Charles C. Chikezie
Charles C. Chikezie
455 Lawn ridge Road
Orange, NJ 07050

Law Office of Jonathan Goodman
Jonathan Goodman
PO Box 1096
Jersey City, NJ 07306

WHEREAS, the Business Administrator is only allowed to use the above three vendors for public defender service on an on-call basis in the event of conflict cases or due to shortage of available staff.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Public Defender Services be awarded to

Genia C. Phillip, 561 Broad Street, Second Floor, Newark, NJ 07102, the Law Office of Charles C. Chikezie, 455 Lawn ridge Road, Orange, NJ 07050 and the Law office of Jonathan Goodman, PO Box 1096, Jersey City, NJ 07306 on the basis of their response to the request for proposal meeting the selection criteria and qualifications for a total amount not to exceed \$150.00 per session; for one year starting on January 12, 2015 and ending on January 11, 2016; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same; and

BE IT RESOLVED that the required Certification of Availability of Funds will be obtained from Chief Financial Officer contingent of the adoption of 2015 calendar year budget.

Adopted

Absent: Inman

Jones – Cox 6. Authorize Emergency Contract for Substitute Prosecutor – December 17, 2014 - Gisela Ortiz - \$300.00 Per Court Session

**RESOLUTION AUTHORIZING THE TOWNSHIP ATTORNEY TO USE
SUBSTITUTE PROSECUTORS ON AN EMERGENCY BASIS**

WHEREAS, resolution number TA 14-0909-10 appointed three substitute prosecutors to be used on an on-call basis in the event of conflict cases or due to shortage of available staff and;

WHEREAS, the three appointed substitute prosecutors were unavailable to coverage a court session on December 17, 2014 and;

WHEREAS, the Township would have to cancel court sessions due to shortage of staff which would affect the public safety and welfare of the Township pursuant to NJSA 40A:11-6 and;

WHEREAS, the Township Attorney has declared an emergency in writing to hire Gisela Ortiz to cover the municipal court session on December 17, 2014.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON THE FOLLOWING:

1. The Township Attorney will hire Gisel Ortiz as a substitute prosecutor on an emergency basis for December 17, 2014 court session.
2. The Township Attorney will prepare the appropriate contract for this service.
3. The vendors will be paid an amount not to exceed \$300.00 per session.

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted

Absent: Inman

Burgess – Cox 7. Authorize Professional Services Contract for Health Insurance Brokerage Services - Fairview Insurance Agency Associates - January 12, 2015 to January 11, 2016

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR HEALTH INSURANCE BROKERAGE SERVICES
FOR CALENDAR YEAR 2015**

WHEREAS, the Request for Proposals for Insurance Brokerage Services for health was publicly advertised in the New Jersey Star Ledger on December 17, 2014 with a deadline for qualification to be submitted on December 30, 2014; and

WHEREAS, six qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Business Administrator, Chief Financial Officer and the Township Attorney; and

WHEREAS, the qualifications satisfied the bid requirement and;

WHEREAS, the Business Administrator has recommended award should be made to the following firm:

Fairview Insurance Agency Associates
25 Fairview Ave.
Verona, NJ 07044

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for health Insurance Brokerage Services be awarded Fairview Insurance Agency Associates, 25 Fairview Ave, Verona, NJ 07044 on the basis of their response to the request for proposal meeting the selection criteria and qualifications at no cost to the township, the fees will be paid by brokerage and total

compensation will be disclosed to the Township for an amount not to exceed 3.5%; for one year starting on January 12, 2015 and ending on January 11, 2016; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted
Absent: Inman

Cox – Jones 8. Authorize Professional Services Contract for Dental Insurance Brokerage Services - Alamo Insurance Group - January 12, 2015 to January 11, 2016

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR DENTAL INSURANCE BROKERAGE SERVICES
FOR CALENDAR YEAR 2015**

WHEREAS, the Request for Proposals for Insurance Brokerage Services for dental was publicly advertised in the New Jersey Star Ledger on December 17, 2014 with a deadline for qualification to be submitted on December 30, 2014; and

WHEREAS, six qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Insurance Committee; and

WHEREAS, the qualifications satisfied the bid requirement and;

WHEREAS, the Insurance Committee has recommended award should be made to the following firm:

Alamo Insurance Group
55 Flanagan Way
Secaucus, NJ 0094

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for dental Insurance Brokerage Services be awarded Alamo Insurance Group, 55 Flanagan Way, Secaucus, NJ 07094 on the basis of their response to the request for proposal meeting the selection criteria and qualifications at no cost to the township, the fees will be paid by brokerage and commission fees will be disclosed to the Township; for one year starting on January 12, 2015 and ending on January 11, 2016; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same; and

Adopted
Absent: Inman

Jones – Cox 9. Authorize Six Month Contract Extension for Computer Support Services for the Municipal Building - January 12, 2015 to June 30, 2015 - Nettarius Technology Solutions - Not to Exceed \$31,875.00

EXTENDING COMPUTER IT SUPPORT SERVICE FOR SIX MONTHS

WHEREAS, resolution number DA 13-0611-11 awarded a one year contact to Nettarius Technology Solutions Inc. for the computer IT support service for the Municipal Building; and

WHEREAS, the original specification included language that allowed for the extension up to one year contract at the existing terms and condition if mutually accepted to the vendor and Township and

WHEREAS, resolution number DA 14-0624-23 extended this service contract for sixty (60) days for the total sum of \$6,550.00; and

WHEREAS, resolution number DA 14-0812-30 extended this service contract for thirty (30) days for the total sum of \$3,275.00; and

WHEREAS, resolution number DA 14-0909-39 extended this service contract for ninety (90) days for the total sum of \$9,825.00 and

WHEREAS, pursuant to 40A:11-15.3, the Township may extended IT support contract for a term not to exceed one year; and

WHEREAS, in the best interest of our taxpayers, the Township Business Administrator wishes to extended the computer IT support services for an additional six (6) months; and

WHEREAS, the Township would like to extend the service contract with Nettarius Technology Solutions, 35 College Drive, suite 101A, East Orange, NJ 07017 for six (6) months; and

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that the following contract be extended for six (6) months, starting January 12, 2015 and ending June 30, 2015 to Nettarius Technology Solutions, 35 College Drive, suite 101A, East Orange, NJ 07017 for a an amount not to exceed \$31, 875.00, the vendor will be paid \$85.00 per hour and IT Manager and Township Administrator will authorize and approve work on as needed basis, not to exceed a maximum amount of hours of fifteen (15) hours per week; and

BE IT FURTHER RESOLVED, that the Township Attorney is hereby authorized and directed to prepare the necessary contract extension documents for six months and the

Mayor and the Township Clerk is hereby authorized to execute said contract with the above listed company.

BE IT FURTHER RESOLVED, that the required Certification of Availability of Fund will be obtained from the Chief Financial Officer contingent on the adoption of the calendar year 2015, Municipal budget.

Adopted
Absent: Inman

Burgess – Cox 10. Authorize Purchase of Goods and Services - Approved Morris County Cooperative Pricing System and Essex County Vendors Over the Bid Threshold of \$36,000.00

**AUTHORIZING PURCHASES UNDER THE MORRIS COUNTY
COOPERATIVE PURCHASING PROGRAM AND ESSEX COUNTY
COOPERATIVE PROGRAM
OVER THE BID THRESHOLD OF \$36,000.00**

WHEREAS, the Township of Irvington, pursuant to N.J.S.A. 40A: 11-11(5) and N.J.A.C. 5:34- et seq. may by resolution and without advertising for bids, purchase any goods or services under a County Cooperative Pricing System of which the Township is a member; and,

WHEREAS, the Township of Irvington is a member of the Morris County Cooperative Pricing System and Essex County Co-op, and has the need on a timely basis to purchase goods or services using these contracts; and

WHEREAS the attached list of vendors will exceed the bid threshold of \$36,0000.00 for calendar year 2015; and

WHEREAS, the Township of Irvington intends to enter into contracts with Morris County Co-op and Essex County Co-op vendors on the attached list, over the bid threshold of \$36,000.00 through this resolution and properly executed purchase orders as needed, which shall be subject to all the conditions applicable to current Co-op contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from these approved Morris County Cooperative Pricing System and Essex County vendors over the bid threshold of \$36,000.00 pursuant to all the conditions of the individual Co-ops contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$36,000.00 and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2015

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$36,000.00.

Adopted

Absent: Inman

Jones – Frederic 11. Authorize Professional Services Contract for Prescription Insurance Brokerage Services – RD Parisi Associates - January 12, 2015 to January 11, 2016

**RESOLUTION AUTHORIZING FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT FOR INSURANCE PRESCRIPTION BROKERAGE SERVICES
FOR CALENDAR YEAR 2015**

WHEREAS, the Request for Proposals for Insurance Prescription Brokerage was publicly advertised in the New Jersey Star Ledger on December 17, 2014 with a deadline for qualifications to be submitted on December 30, 2014; and

WHEREAS, six qualifications were received and publicly opened; and

WHEREAS, said qualifications were referred to the Insurance Committee for review and written recommendation; and

WHEREAS, the qualifications satisfied the bid requirement and;

WHEREAS, the Insurance Committee has recommended award should be made to the following firm:

RD Parisi Associates
100 Executive Drive, Suite 338
West Orange, NJ 07052

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON that a contract for Insurance Prescription Brokerage services be awarded to RD Parisi Associates, 100 Executives Drive, Suite 338, West Orange, NJ 07052 on the basis of their response to the request for proposal meeting the selection criteria and qualifications at no cost to the township, the fees will be paid by brokerage for an amount not to exceed 2.5%; for one year starting on January 12, 2015 and ending on January 11, 2016; and

BE IT FURTHER RESOLVED that the Township Attorney is hereby authorized and directed to prepare the necessary contract and the Mayor and Township Clerk are authorized and directed to sign the same.

Adopted
Absent: Inman

Frederic – Burgess 12. Authorize Purchase of Goods and Services - Approved State Contract Vendors Over the Bid Threshold of \$36,000.00

**AUTHORIZING PURCHASES UNDER THE STATE OF NEW JERSEY
COOPERATIVE PURCHASING PROGRAM
OVER THE BID THRESHOLD OF \$36,000.00**

WHEREAS, the Township of Irvington, pursuant to N.J.S.A. 40A:11-12(a) and N.J.A.C. 5:34-7.29(c) may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and,

WHEREAS, the Township of Irvington has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the attached list of vendors will exceed the bid threshold of \$36,000.00 for calendar year 2015; and

WHEREAS, the Township of Irvington intends to enter into contracts with State contract vendors over the bid threshold of \$36,000.00 through this resolution and properly executed purchase orders, which shall be subject to all the conditions applicable to current State contracts.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Irvington authorizes the purchase of certain goods and services from those approved New Jersey State contract vendors over the bid threshold of \$36,000.00, pursuant to all the conditions of the individual State contracts; and

BE IT FURTHER RESOLVED by the Township Council that, pursuant to the N.J.A.C. 5:30-5.5(b), the certification of available funds and resolutions shall be certified at such time as the goods or services are called for prior to placing the order for good or service in excess of \$36,000.00, and a certification of availability of funds is made by the Chief Financial Officer via an authorized purchase order; and

BE IT FURTHER RESOLVED that the duration of this authorization shall be until December 31, 2015

BE IT FURTHER RESOLVED a separate resolution will be submitted to the Municipal Council for all addition vendors exceeding the bid threshold of \$36,000.00.

Adopted
Absent: Inman

Hudley – Jones 13. Authorize Six Month Contract Extension for Computer Support Services for the Police Department - January 12, 2015 to June 30, 2015 - Ebonics Computer Systems - Not to Exceed \$15,000.00

**EXTEND COMPUTER IT SUPPORT SERVICE FOR SIX MONTHS
FOR THE POLICE DEPARTMENT**

WHEREAS, resolution number DA 13-0611-7 awarded a one (1) year contract to Ebonics Computer Systems for the computer IT support service for the Police Department; and

WHEREAS, the original specification included language that allowed for the extension up to one (1) year contract at the existing terms and condition if mutually accepted to the vendor and Township and

WHEREAS, resolution number DP 14-0624-20 extended this service contract for sixty (60) days; and

WHEREAS, resolution number DP 14-0909-33 extended this service contract for ninety days (90) days until December 31, 2014; and

WHEREAS, pursuant to 40A:11-15.3, the Township may extended IT support contract for a term not to exceed one (1) year; and

WHEREAS, in the best interest of our taxpayers, the Township wishes to extended the computer IT support services for an additional six months; and

WHEREAS, the Township would like to extend the service contract with Ebonics Computer Systems, 92 Mountain View Place, Newark, NJ 07106 for six months; and

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL FO THE TOWNSHIP OF IRVINGTON that the following contract be extended for six months, starting January 13, 2015 and ending June 30, 2015 to Ebonics Computer Systems, 92 Mountain View Place, Newark, NJ 07106 for a an amount not to exceed \$15,000.00, the vendor will be paid \$120.00 per hour and Police Department or designee will authorize and approve work on as needed basis, not to exceed a maximum amount of hours of ten (10) hours per week; and

BE IT FURTHER RESOLVED, that the Township Attorney is hereby authorized and directed to prepare the necessary contract extension documents for six months and the Mayor and the Township Clerk is hereby authorized to execute said contract with the above listed company.

BE IT FURTHER RESOLVED, that the required Certification of Availability of Fund will be obtained from the Chief Financial Officer contingent on the adoption of the calendar year 2015, Municipal budget.

Adopted

Absent: Inman

Frederic – Jones 14. Commendation - El Sadate Paul – Artistic Achievements

WHEREAS, El Sadate Paul born on a January 17th is a natural born poet who found a way to revolutionize spoken words in the Haitian community. He is blessed with a special skill from God not only to write, but to give his writing life. The poems lives in him so much that often times you see him in the streets reciting as he does his daily runs; and

WHEREAS, for a while, Paul would write and recite his poetry solo and on March 10, 2000 he decided to create not a group but a troupe. His troupe would consist of young Haitian men and women who also could write and recite poetry, sing, dance, and play instruments. Once he had some dedicated people he formed his first group named Association des Jeunes pour la Propagation de la Posie (AJPROP) in Pastor Terry's light auditorium church basement where they met and rehearsed for sometimes very long hours. Each time they met, Paul would encourage each member to be confident, to be creative, and most importantly to put their all in their passion. Together they wrote songs, performed at many events, and became popular in the different communities of Haiti. AJPROP produce their very first video Ayiti an koma in 2003, followed by sida ap met viza, kolabore, and li le li tan. AJPROP name changed to T.P.S Troupe Paul EL Sadate on January 24, 2008 as per the fans request and since they loved it so much the Troupe changed their name to please the fans; and

WHEREAS, for almost 15 years Troupe Paul El Sadate have pushed and fought to always represent their flag and their culture. In July of 2007 Paul was a contestant at the world championship of the performing arts (WCOPA) in Hollywood California where he took two gold medals home for his acting and poetry skills; and

WHEREAS, Troupe Paul El Sadate has not forgotten their roots. Although they are called to perform in various types of programs, they always gave and still are giving honor to God for blessing them with great success and to this day they stand on that solid rock. They have persevered, fought, at all times to represent God, Art, and love. Their success came from walking long distances to go perform often on empty stomachs or with no money in their pockets. They were and still remain courageous and that is why they are one of the best entertainers in the communities both in Haiti and the United States, the tristate area to be exact; and

WHEREAS, Paul is a blessing to the Haitian community. Wherever he is, he is always working. He is a people person, and surely a man of the community:

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL FO THE TOWNSHIP OF IRVINGTON THAT El Sadate Paul is hereby commended for his many artistic and courageous efforts and in bringing pride to the Haitian community through his dedication, selflessness and passion.

Adopted

Absent: Inman

Hudley – Jones 15. Resolution of Sorrow – Ann Marie Downer Heard

Resolution of Sorrow

Anna Marie Heard

WHEREAS, long time Irvington resident Anna Marie Heard recently passed away after having a lifelong career in civic and educational activities; and

WHEREAS, Anna Marie Heard received a Bachelors of Business Administration from Pace University of New York City; and

WHEREAS, Anna Marie Heard was a System Analysis for a Major Commercial Bank on Wall Street; and

WHEREAS, Anna Marie Heard was an Elementary School Teacher for the Irvington Public Schools and a long standing member of the Irvington Education Association; and

WHEREAS, Anna Marie Heard was a member of the National Educational Association And a member of the Grove Street School Parent Teachers Association; and

WHEREAS, Anna Marie Heard taught etiquette to young girls at Grove Street Elementary School; and

WHEREAS, Anna Marie Heard served as Secretary of the Irvington Democrat County Committee, Secretary for former Essex County Freeholder D. Bilal Beasley and was an active member of the D.Bilal Beasley Civic Association for many years; and

WHEREAS, Anna Marie Heard served on the Irvington Board of Adjustments for 18 years; and

WHEREAS, Anna Marie Heard was the recipient of the Township of Irvington Municipal Council for African America Female of the Year and served as a Irvington Housing Commissioner, Secretary of the Maple Gardens Tenant Association Essex County District Leader, and Member of the Friends of Irvington Park:

NOW, THEREFORE, BE IT RESOLVED that the Township of Irvington mourns the loss of Anna Marie Heard and offers their condolences to Anna Marie Heard's many family members of friends during this period of mourning; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of this governing body in lasting tribute to Anna Marie Heard.

Adopted
Absent: Inman

B. Motions

None

10. Communications & Petitions

A. Communications

1. East Orange Resolution – Support State Grand Jury Reform
2. Mayor Vauss – Re-Appointment – John Wiggins – Planning Board

B. Petitions

None

11. Pending Business

None

12. Miscellaneous

A. Bingos and Raffles

None

NON-CONSENT AGENDA ITEMS

8. Ordinances, Bills & Claims

B. Ordinances on 2nd Reading

1. President Frederic: An ordinance authorizing a cable television re-franchising agreement with Comcast will be heard at this time. The Clerk will read the notice of hearing.

The Clerk read the notice of hearing.

The Clerk will read the ordinance by title.

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF IRVINGTON, NEW JERSEY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF IRVINGTON, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Town" or "Municipality" is the Township of Irvington, County of Essex, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of New Jersey II, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.

- h. “Application” is the Company’s Application for Renewal of Municipal Consent.
- i. “Primary Service Area” or “PSA” consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company’s Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount required by the Act or otherwise allowable by law, whichever is greater.

SECTION 6. FRANCHISE TERRITORY

The consent granted under this Ordinance to the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

SECTION 8. CONSTRUCTION REQUIREMENTS

Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.

Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.

Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

SECTION 9. CUSTOMER SERVICE

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).

- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER

The Office of Cable Television is hereby designed as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

SECTION 11. LOCAL OFFICE

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

SECTION 12. PERFORMANCE BONDS

During the life of the franchise the Company shall give to the municipality a bond in the amount of twenty-five thousand (\$25,000.00) dollars. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

SECTION 13. SUBSCRIBER RATES

The rates of the Company shall be subject to regulation as permitted by federal and state law.

SECTION 14. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

- a. The Company shall continue to provide residents with a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- b. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access

programming in conformance with the Company's guidelines and applicable state and federal statutes and regulations.

- c. The Company shall continue to provide two dedicated local access channels and existing return lines, maintained by the Company for the purpose of cablecasting non-commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- d. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.
- e. The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law.

SECTION 15. COMMITMENTS BY THE COMPANY

- a. The Company shall provide standard installation and basic cable television service on one (1) outlet at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets except for equipment.
- b. The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to each police, fire, emergency management facility, Township Hall, public works facilities and public library in the Municipality, provided the facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets except for equipment.
- c. The Company shall provide, free of charge, one (1) non-networked high speed cable modem and monthly Internet service to each school in the municipality, including public, private, elementary, and intermediate and secondary schools and to the public library. The Internet service provided herein must be available to student and patron use and cannot be limited to administrative uses. All facilities must be located within 200 feet of active cable distribution plant.

- d. The Company shall provide, at no cost to the municipality, two additional access channel return lines and necessary transmission equipment for signal transmission for the access channels referenced in Section 14c above and at locations determined by the Township. Origination sites for access channels and return lines must be with 200 feet of active cable distribution plant.
- e. Within six (6) months of the issuance of a renewal Certificate of Approval (COA) by the Board, the Company shall provide to the municipality a one-time access-related technology grant in the amount of one hundred twenty-five thousand dollars (\$125,000).
- f. Company representative shall appear at least once annually, upon written request from the Township, at a public meeting of the Governing Body, to discuss matters pertaining to the provision of cable television service to residents of the Township and other related issues and the Township and the Company may seem fit.
- g. The Company shall make available to the Township on a first-come, first-served basis, a mobile production vehicle for the purpose of producing non-commercial community, governmental or educational access programming, consistent with the Company's written rules and regulations on the use of said vehicle and provided the vehicle is in service by the Company.
- h. The Company shall provide an additional grant of \$75,000 in support of cable related and communications programs, or as otherwise determined by the Township, which grant shall be payable in annual installments, in the amount of \$5,000 per year for the term of the franchise. The first payment due on April 1, 2015 and each additional payment due on April 1, of each succeeding year for the term of the franchise.

SECTION 16. EMERGENCY USES

The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.

The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

SECTION 18. INCORPORATION OF THE APPLICATION

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

SECTION 19. COMPETITIVE EQUITY

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

SECTION 20. SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. THIRD PARTY BENEFICIARIES

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 22. EFFECTIVE DATE

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

The public hearing on this ordinance is now open.

Cathy Southerland, 50 Adams Street

Lyons – Jones

Motion to close public hearing

Adopted

Absent: Inman

Lyons – Jones

Motion to adopt this ordinance on second reading after public hearing

Council member Lyons spoke.

Adopted

Absent: Inman

2. President Frederic: An ordinance amending Chapter 192 of the Revised Code regarding employee parking will be heard at this time. The Clerk will read the notice of hearing.

The Clerk stated for the record that this notice was identical to the first notice that was read.

The Clerk will read the ordinance by title.

AMEND TOWNSHIP ORDINANCE FOR EMPLOYEE PARKING

ARTICLE XV, Parking Areas for Certain Vehicles and Employees

§ 192-45. Parking areas designated for city-owned vehicles and city employees.

The following described premises owned by the town are hereby established as municipal parking areas for the parking of motor vehicles owned by the town and its duly authorized officers and employees:

A. Town Hall parking area: all that parcel and parcels of municipally owned land and premises on the easterly side of Civic Square West adjoining, adjacent to the rear of the Municipal Town Hall and the rear of the Public Safety Building garage and described as follows: Beginning at a point in the easterly side line of Civic Square West, which point is approximately 110 feet northerly from the northerly side line of Tremont Street and running thence along the easterly side line of Civic Square West approximately 350 feet to the southerly line of the present parking lot of the Irvington Library; thence running easterly along said southerly line of the library parking lot to the rear wall of the Town Hall building; thence along the rear wall of the Town Hall building (facing Civic Square West) in a northerly direction to the end of said building; thence along the southerly wall of said building in an easterly direction to the rear wall of the police garage; thence northerly along the police garage building to the rear lot lines of the residences facing Tremont Street; thence westerly along the said rear lot lines of said residences to the easterly side line of Civic Square West and point and place of beginning.

B. Portions of the Civic Square parking lots as follows: all that parking lot immediately adjoining the Public Safety Building on the south and which parking lot has a frontage of approximately 65 feet on Civic Square.

C. Portions of Civic Square as follows: all that part of Civic Square on the east side commencing 256 feet in a southerly direction from its intersection with Clinton Avenue to a point 589 feet in a southerly direction from the same. [Added 1-12-1988 by Ord. No. MC 2845]

D. All parking of authorized vehicles in parking spaces directly facing the Irvington Municipal Building must be parked head on with the front of such parked vehicle directly facing the Municipal Building commonly referred to as "City Hall." [Added 9-28-1999 by Ord. No. MC 3126]

§ 192-46. Parking prohibited except for certain vehicles.

No vehicles except those owned by the town and by employees and officers of the town duly authorized by permits issued by the Business Administrator, and except vehicles of elected officials of the town properly identified, shall enter upon or park on the aforementioned described land and premises.

Said permits shall match the designated parking area for Police, Fire and Civilian, and any such vehicle without the appropriate matching parking permit shall be subject to the penalties below.

§ 192-47. Parking prohibited except for certain persons.

All persons except the drivers of municipally owned vehicles and of the vehicles of duly authorized officers, officials and employees as hereinbefore provided are hereby prohibited from parking vehicles upon the aforesaid premises.

§ 192-48. Applicability of state law.

The aforesaid parking areas being established on land owned and maintained by the town and being provided for the parking of vehicles under N.J.R.S. 39:4-197, and the provisions of Title 39 (Motor Vehicles and Traffic Regulations of the Revised Statutes of New Jersey) shall be applicable to such parking areas upon the approval of the Director of the State Division of Motor Vehicles.

§ 192-49. Violations and penalties.

Unless another penalty is expressly provided by state statute, any person whose vehicle is located in an employee parking lot and/or parking space not authorized to that vehicle or permit holder, the vehicle will be subject to ticketing and towing, in order to allow authorized vehicles to park appropriately. Unless another penalty is expressly provided by state statute, any person convicted of a violation of a provision of this article shall be liable to a penalty of not more than \$100 or imprisonment for a term not exceeding 15 days, or both.

The public hearing on this ordinance is now open.

There were no requests to be heard.

Jones – Burgess

Motion to close public hearing

Adopted
Absent: Inman

Jones – Burgess Motion to adopt this ordinance on second reading after public hearing

Adopted
Absent: Inman

12. Miscellaneous

B. General Hearing of Citizens and Council Members (limited to five minutes per person)

Harry Perryman, 21 Nesbit Terrace
Eugene Otto, 35 Ellery Avenue
Kevin Boykins, 23 Sherman Place
Cathy Southerland, 50 Adams Street
Kim Williams, 42 Oakland Street
Elouise McDaniel, 214 Nesbit Terrace
Delores Calloway, 125 Union Avenue, Apartment 1-C

Council Members Cox, Jones, Lyons, Burgess and Council President Frederic responded to the issues raised by the above referenced citizens.

13. Adjournment

There being no further business, the meeting was adjourned at 8:35 P.M.

Charnette Frederic, Council President

Harold E. Wiener, Municipal Clerk